Bid Documents

DRY RUN PEDESTRIAN BRIDGE

INVITATION TO BID

The Delaware & Lehigh National Heritage Corridor, Inc., a 501(c)3 non-profit corporation (D&L) located in Easton, PA, Northampton County, will receive sealed bids until 3:00 P.M. Local Time, <u>July 10, 2017</u>, and will publicly open said bids after 3:01 P.M. Local Time on the same day for the **D** & L TRAIL – DRY RUN BRIDGE PROJECT, located in the Borough of Northampton.

Bid Documents may be obtained at the D&L Office, 2750 Hugh Moore Park Road, Easton, PA 18042, upon a non-refundable payment of \$50.00 per set, or downloadable at no charge via the D&L's website at www.delawareandlehigh.org.

Wages will be required to be paid in accordance with the Pennsylvania Prevailing Wage Act. The D&L reserves the right to reject all bids.

A mandatory pre-bid meeting will be held at the site, on <u>June 21, 2017</u> commencing at 10:00 A.M. Meeting attendants can park at the southern end of Northampton's Canal Street Park, 1090 Canal Street Northampton, PA.

Lauren E. Golden D&L Trail Manager

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Delaware & Lehigh National Heritage Corridor, Inc. 2750 Hugh Moore Park Road Easton, PA 18042

WEBSITE POSTING: June 5, 2017 through July 10, 2017



BID DOCUMENTS

FOR

DRY RUN BRIDGE
Northampton, Pennsylvania
DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

Mandatory Pre-Bid Meeting:
Bid Due Date / Time:

Opening Date / Time:

June 21, 2017, 10:00 A.M., Local Time

July 10, 2017, 3:00 P.M., Local Time

July 10,2017, 3:01 P.M., Local Time

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SCOPE OF WORK

DRY RUN BRIDGE Northampton, Pennsylvania -

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

1.0 GENERAL:

- 1.1 The Delaware & Lehigh National Heritage Corridor, Inc. (hereinafter referred to as the "D&L") is soliciting bids for general construction associated with the Lehigh Valley Trail Connectivity Project entitled the Dry Run Pedestrian Bridge located in the Borough of Northampton and County of Northampton, Pennsylvania, (hereinafter referred to as the "Dry Run Bridge").
- 1.2 The overall work consists of the following:
 - 1.2.1 The Bidder will be responsible for all labor, equipment and material for the completion of the Dry Run Bridge, including but not limited to all improvements shown on the Project Plans and described in the Project Specifications and Bid Documents. All material shall by new and provided in good condition.
 - 1.2.2 Primary access to the site shall be from Canal Street, north of the site. The access route crosses under the 9th Street Coplay-Northampton Bridge. This bridge is owned by Lehigh County and the County is currently undertaking a bridge reconstruction project. The Contractor for the Dry Run Bridge will be required to cooperate with Lehigh County and their bridge contractor during these projects so that all work is done safely and so that the Dry Run bridge Contractor does not delay or interfere with the Lehigh County bridge project. The Dry Run Bridge Contractor may be prohibited from travelling under the 9th Street Coplay-Northampton Bridge by Lehigh County or their contractors at times during the D&L project. The D&L will not pay any extra costs for this coordination of work or any associated project delays. The D&L will, however, grant the Dry Run Bridge Contractor a contract time extension for any calendar day that they are prevented from accessing the Dry Run Bridge site on a day when they would want or need such access.

1.3 Identification of parties:

- 1.3.1 The owner of the property and future owner of the bridge is the Borough of Northampton, 1401 Laubach Ave, Northampton, PA 18067, attn. LeRoy Brobst, Manager. (hereafter "Owner")
- 1.3.2 The Borough has authorized the Delaware and Lehigh National Heritage Corridor, Inc, 2750 Hugh Moore Park Road, Easton, PA.18042, attn. Lauren E. Golden, Trail Manager, (hereafter "D&L") to construct the Dry Run Bridge.

2.0 COMPETITION INTENDED:

2.1 It is the D&L's intent that these Bid Documents allow for competition between prospective bidders. It shall be the bidder's responsibility to advise the D&L Trail Manager in writing if any language, requirement, specification, etc., or any combination thereof, that inadvertently restricts or limits the project completion to a single source. The D&L Trail Manager must receive such notification not later than 10 days prior to the date set for acceptance of bids.

3.0 QUALIFICATIONS AND EXPERIENCE:

3.1 Bidders must:

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- 3.1.1 Be an established contractor, having conducted business as such for a period of at least three (3) years.
- 3.1.2 Provide a brief description of their business, to include a general scope of work performed and a synopsis of capabilities and experience.
- 3.1.3 Provide at least three (3) references, including contact person, email address and telephone number, for similar projects completed within the last three (3) years.

4.0 CONTRACT PERIOD:

4.1 The contract shall commence immediately upon issuance of a Notice to Proceed and shall continue uninterrupted until project completion within 150 calendar days from the date of Notice to Proceed. Reasonable extensions will be allowed by written approval by the project inspector for calendar days where weather or entry closures prevents construction activity.

5.0 LIQUIDATED DAMAGES

5.1 Contractor shall pay the D&L the amount of \$200.00 per calendar day, or part thereof that exceeds the date specified for Completion.

6.0 TERMINATION OF CONTRACT:

6.1 The D&L reserves the right to cancel this contract at any time for unsatisfactory service or noncompliance of any part of these specifications.

7.0 MANDATORY PRE-BID MEETING:

- 7.1 A mandatory pre-bid meeting will be held at the site, *June 21, 2017*, commencing at 10:00 A.M.
- 7.2 The pre-bid meeting will be the only coordinated access to the site.
- 7.3 Any information offered that is not already specifically included in this Bid Documents is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either the D&L, or bidder.

8.0 PREVAILING WAGES:

- 8.1 If bid is greater than \$25,000, project will be subject to the Prevailing Wages Act of Pennsylvania, Act No. 442, approved August 15, 1961, as amended and supplemented and must be included in the bid pricing.
- 8.2 The Prevailing Wage Determination for this project is provided in the **Attachment B**.

9.0 PRICING:

- 9.1 Using the enclosed Bid Form, contractor must provide a firm fixed price offer for the completion of the project. This price should include all licenses, fees and/or expenses normally incurred with this type of work and contractor overhead and profit. No additional trucking, freight or fuel surcharges will be either considered or paid.
- 9.2 The contractor shall include a contingency allocation, with unit prices for extra excavation and

material. Contingency items will only be paid if approved and verified by the D&L and the Engineer. Contractor should not proceed with any of these items unless directed by the D&L and Engineer in writing. The quantities shown on the Bid Form are approximate, actual payment will be based on measured quantities.

- 9.3 No extras or additional work will be allowed or paid for unless such extras or additional work are/is ordered in writing by the D&L and with the price and services established and agreed upon before such extras are delivered or work is performed.
- 9.4 The D&L shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In the event such deductions or additions are made, and equitable price adjustment shall be made between the D&L and the contractor. Any such adjustments in price shall be made in writing.

10.0 PAYMENTS AND INVOICING:

- 10.1 All invoices shall be submitted directly to:
 - 10.1.1 Delaware & Lehigh National Heritage Corridor, Inc. Attn: Trail Manager

2750 Hugh Moore Park Road

Easton, PA 18042

- 10.2 A 10% retainage factor shall be used until 50% of the project is complete and thereafter a 5% retainage factor shall be used until completion of the Project.
- 10.3 Payments shall be made to the Contractor within 45 days after receipt of both the invoice and delivery receipt.
- 10.4 Final payment shall be processed upon receipt of Application, once the D&L and the Borough of Northampton are satisfied that the project has been completed in it's entirety and all punch list items have been satisfactorily resolved and the required Maintenance Bond has been received.

11.0 <u>WARRANTY</u>:

- 11.1 The contractor shall be held liable to repair or replace, at its own expense, any and all work that is found to be defective in quality, assembly, or performance for a period of one (1) year after the date the work is completed and accepted.
- 11.2 All expenses pertaining to repair or replacement of defective work shall be borne by the contractor.
- 11.3 The contractor shall correct any and all defects without delay.
- 11.4 Neither the final payment nor any provision in the Contract Documents, nor the use of the improvements by the public shall constitute an acceptance of items that do not comply with all of the specifications or the Contract Documents.

12.0 QUANTITIES:

12.1 All quantities listed are estimates only, and may be increased or decreased in accordance with actual requirements. **There are no guaranteed minimums**.

--- END OF SCOPE OF WORK ---

13.0 <u>DESCRIPTION</u>:

The Bidder will be responsible for all labor, equipment and material for the completion of the Dry Run Bridge, including but not limited to all improvements and site restoration shown on the Project Plans and described in the Project Specifications and Bid Documents. All material shall by new and provided in good condition.

14.0 DRAWING PACKAGE:

- 14.1 The design firm for the project is Wilson Consulting Group.
- 14.2 Work shall be in compliance with Wilson Consulting Group, LLC drawing package (sheets 1 thru 11 of 11) and the E&S package (sheets 1 thru 5 of 5) included as **Attachment A.**

15.0 STAKEOUT:

One stakeout of the project shall be provided by the Delaware & Lehigh National Heritage Corridor (D&L) prior to start of work. Thereafter the contractor shall be responsible for survey control.

16.0 REMOVAL OF MATERIALS:

16.1 All materials (not required by the project) must be removed by the contractor by the conclusion of the contract.

17.0 TRAIL MATERIALS:

- 17.1 All materials must be installed per details found on drawing package and E&S Plan.
- 17.2 All construction procedures and products shall be in accordance with PennDOT Specification 408 unless otherwise noted.

18.0 MATERIAL STAGING AREAS:

18.1 Material staging areas, if required, shall be agreed upon by the successful bidder and the Borough of Northampton.

19.0 MATERIAL SPOILS AREAS:

- 19.1 Contractor must stockpile top soil as part of the project. All other embankment material shall be wasted.
- 19.2 Material spoils from earthmoving will be taken to an approved site as part of the project. The contractor will be responsible for an approved E&S plan for the waste site.
- 19.3 Waste of material on site may be accepted but require an approved E&S plan and approval of both the D&L and the Borough of Northampton.

20.0 SEEDING:

20.1 Temporary and permanent seeding will be the responsibility of the contractor and must follow Erosion and Sediment Pollution Control Plans. (Attachment B).

21.0 <u>PERMITS</u>:

- 21.1 Contractor is responsible for obtaining and paying for all necessary (local) permits and licenses for execution and completion.
- 21.2 Contractor will follow the requirements and restrictions outlined in the permits in Attachment L

22.0 APPROVED EQUAL:

22.1 Any reference to a manufacturer is for comparison purposes and, therefore, the D&L will accept an "or APPROVED EQUAL": The contractor will be obligated to provide five copies of full plans and specifications for review by the D&L prior to approval of any material substitution. The D&L shall determine, in their sole and absolute discretion whether or not the product proposed is or is not equal to the product specified. If the D&L determines it is "not equal" the Contractor must provide the product specified.

23.0 TRAFFIC CONTROLS

23.1 The contractor is responsible for all traffic controls required to access the site onto public roads.

24.0 MOBILIZATION

23.1 The project scope shall include all mobilization to and from the project site.

--- END OF SPECIFICATIONS ---

INSTRUCTIONS TO BIDDERS

DRY RUN BRIDGE Northampton, Pennsylvania

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

25.0 FORM OF BID:

- 25.1 Bid shall be made upon the form provided and all blank spaces in the form shall be **clearly printed or typed in a legible manner**. The signature shall be an original in long hand, and the completed form shall be without interlineation, alteration, or erasure. **The provided form shall be neither re-typed, nor scanned.**
- 25.2 Any and all supporting documentation should be provided utilizing two (2) sided copies, if possible.
- 25.3 Elaborate bids in the form of brochures or other presentations **beyond that necessary** to present a complete and effective bid are not desired.
- 25.4 Electronic or Facsimile bids will not be considered.

26.0 DUE / OPENING DATES:

- One (1) clearly marked original and two (2) clearly marked complete copies of your bid shall be delivered to Lauren E. Golden, D&L Trail Manager, 2750 Hugh Moore Park Road, Easton, PA 18042, enclosed and sealed in an opaque envelope, addressed to her and marked, "Bid for the DRY RUN BRIDGE", according to this "Invitation to Bid".
- 26.2 The cutoff time for receipt of bids shall be 3:00 P.M., Local Time, July 10, 2017. The D&L Trail Manager's time clock shall be considered the official time. It is suggested that firms submit their bids early to avoid traffic accidents, overnight courier errors, etc... as there will be no exceptions whatsoever to this cutoff.
- 26.3 Bids will be opened after 3:01 P.M., Local Time, on the same day, at the office of the Delaware & Lehigh National Heritage Corridor, Inc., 2750 Hugh Moore Park Road, Easton, PA 18042.

27.0 BID SECURITY:

- 27.1 Bid must be accompanied by a Bank Cashier's Check, Certified Check or Bid Bond in the amount of 10% of the total amount of the bid. Any Bid Bond submitted must be an original, contain all required signatures and be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. Such bid security shall be made payable to "Delaware & Lehigh National Heritage Corridor, Inc." as a guarantee of good faith and is to secure the D&L from any loss by failure to comply with any of the terms of the bid, and is to become the property of said D&L as just and liquidated damages in case the successful bidder fails to enter into a contract or accept a Purchase Order within ten (10) days after the award has been made. Please have this as the 1st page in your submittal package.
- Any and all costs associated with providing this Bid Security are the responsibility of the bidder. The D&L will not reimburse for any costs, regardless of the award results of this "Invitation to Bid".
- 27.3 The deposits of bidders other than the one to whom the contract may be awarded, shall be returned immediately after a contract has been signed. The bid security of the successful bidder will be returned upon receipt of the required Performance and Labor & Material Payment Bonds.

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28.0 BONDING:

- 28.1 The successful bidder, within ten (10) days of the issuance of the notice of intent to award shall furnish proof of insurance and the following bonds:
 - 28.1.1 Performance Bond Guaranteeing that the work will be completed and in accordance with the Contract Documents and within the time specified. The Performance Bond amount shall be equivalent to **ONE HUNDRED PERCENT (100%)** of the total contract.
 - 28.1.2 Payment Bond- Guaranteeing that the labor and material for this project will be paid for by the Contractor. The Payment Bond shall be equivalent to **ONE HUNDRED PERCENT** (100%) of the total contract.
 - 28.1.3 Maintenance Bond Guaranteeing against faulty workmanship and materials incorporated in the work covered by the Contract for a period of one (1) year after the date of the completion, approval and acceptance of the work. The Maintenance Bond amount shall be **TEN PERCENT (10%)** of the total contract.

29.0 INSURANCE:

- 29.1 The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.
 - 28.1.1. General Liability Insurance:
 - 29.1.1.1 <u>Limits of Liability</u>: \$2,000,000 in the aggregate and per occurrence.
 - 29.1.1.2 <u>Coverage</u>: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).
 - 29.1.2 Workers' Compensation and Employers' Liability Insurance:
 - 29.1.2.1 Limits of Liability: Statutory Limits.
 - 29.1.2.2 Other States' coverage and Pennsylvania endorsement.
 - 29.1.3 Automobile Liability:
 - 29.1.3.1 <u>Limit of Liability</u>: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - 29.1.3.2 Coverage: Owner, non-owned and hired vehicles.
 - 29.1.3.3 The selected firm shall ensure that all staff operating said vehicles are licensed drivers and properly insured.
 - 29.1.4 Professional Liability Insurance:
 - 29.1.4.1 This section does not apply.
- 29.2 All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. The D&L requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the D&L within ten (10) days of the issuance of

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the notice of intent to award. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the D&L no later than 30 days after the effective date of the policy.

- 29.3 With the exception of the Professional Liability Insurance Policy and Automobile Insurance Policy, each policy and Certificate of Insurance shall contain an endorsement naming the Delaware and Lehigh National Heritage Corridor, Inc., the Borough of Northampton, the Commonwealth of Pennsylvania and the Commonwealth Financing Authority as additional insured party thereunder; and a provision that at least 30 calendar days prior written notice be given to the D&L in the event coverage is canceled or non-renewed or coverage reduced.
- 29.4 If the selected firm desires to self insure any or all of the coverages listed in this section, it shall provide to the D&L documentation that such self insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- 29.5 If the selected firm fails to obtain or maintain the required insurance, the D&L shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.
- 29.6 The selected firm shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this agreement.

30.0 HOLD HARMLESS CLAUSE:

30.1 Contractor shall be an independent contractor in respect to its performance under the contract, and shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Contractor. The Contractor agrees to indemnify, defend and hold harmless the D&L, its agents and employees for or on account of any damages, loss or injury including the cost of litigation or legal counsel resulting from, but not limited to, the actions of the Contractor and the Contractor's employees, or subcontractors, in fulfilling the terms of the Contract.

31.0 EXCLUSIVE JURISDICTION:

31.1 The parties agree that any dispute, controversy or claim arising under or in connection with the resulting Agreement or its performance by either party shall be decided exclusively by and in the Court of Common Pleas of Northampton County, Pennsylvania. For such purpose, each party hereby submits to the personal jurisdiction of the Northampton County Court sitting in Easton, Pennsylvania, and agrees that service of process may be completed and shall be effective and binding upon the party served if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the party as set forth elsewhere in the resulting Agreement. Each party waives any objection to the personal jurisdiction of such court and agrees that it shall be barred from asserting any such objection, as long as any process is served in accordance with the foregoing. In the event that a party refuses to accept delivery of such process, then process may be served upon the Secretary of the Commonwealth of Pennsylvania in the same fashion. whereupon such service shall be deemed to have been made upon the refusing party as fully as if process had been accepted. Each party hereby agrees to and does hereby waive any right to assert or move for transfer of venue to any court outside the Commonwealth of Pennsylvania, based upon the doctrine of forum nonconveniens or otherwise. Each party may assert its customary appeal rights in the appellate courts of the Commonwealth of Pennsylvania from a final determination of the Northampton County Court of Common Pleas. Each party further acknowledges and agrees that this paragraph has been negotiated at arms' length with the assistance of counsel and the legal effect fully explained, and that it is a knowing and voluntary agreement.

32.0 <u>FEDERAL EXCISE AND PA SALES TAX:</u>

- 32.1 The D&L is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes, as a 501(c)3 as a non-profit corporation. Net prices as shown in the bid shall exclude such Federal and State Tax amounts.
- 32.2 This provision shall not apply to construction, repair and/or maintenance contracts where the bidder purchases supplies, materials and/or equipment for the performance of the contract and includes the costs thereof in computation of the bid.

33.0 <u>AVAILABILITY OF APPROPRIATED</u> FUNDS:

The Contractor hereto agrees that any and all payments due from the D&L, as required under the terms of this agreement, are contingent upon the availability of Appropriated Funds.

34.0 STEEL PRODUCTS PROCUREMENT ACT:

34.1 Pursuant to the "Steel Products Procurement Act", 73 P.S. δ1881 <u>et seq.</u>, if any steel products are to be used or supplied in the performance of the Contract, only steel products as defined in the Act shall be used or supplied in the performance of the Contract, or any Subcontracts thereunder.

35.0 ACCESS TO ACCOUNTING RECORDS:

35.1 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 this Agreement, and the system shall be reasonably satisfactory to the D&L. The D&L, or its representative, shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of seven (7)) years, or for such longer period as may be required by law, after the final payment.

36.0 ASSIGNMENT OF REFUND RIGHTS:

36.1 The Contractor hereby assigns and transfers to the D&L all its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this Contract. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment.

37.0 CONTRACTS WITH SUBCONTRACTORS:

- 37.1 The Contractor agrees to include the "Access to Accounting Records" and "Assignment of Refund Rights" paragraphs, in full, in any contracts with subcontractors.
- 37.2 In the event that application of the requirements of this section would violate state or federal law, or would render the D&L ineligible for the receipt of funds from outside sources, the provisions of this section shall not control.

38.0 EXCEPTIONS:

No exceptions to the bids will be permitted. If any are shown on the bid response that bid will be rejected.

39.0 BID WITHDRAWAL:

39.1 If, within twenty-four (24) hours after the bids are opened, any Bidder files a duly signed written notice with the D&L, and promptly thereafter demonstrates to the reasonable satisfaction of the D&L that there was a material and substantial mistake in the preparation of its bid, that bidder will

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not be permitted to modify its bid but may withdraw its bid and the bid security will be returned.

39.2 Thereafter, that bidder will be disqualified from further bidding on the goods or services to be furnished under this "Invitation to Bid".

40.0 AWARD OF CONTRACT:

- 40.1 Contract notice of intent to award shall be made within 10 days from bid opening, to the lowest responsible and qualified bidder meeting all requirements of this "Invitation to Bid". **D&L**, however, reserves the right to reject all bids.
- 40.2 Any bidder who has demonstrated poor performance during either a current or previous contracts with the D&L or during contracts with Pennsylvania, any County or Municipality may be considered as an unqualified bidder and their bid may be rejected.
- 40.3 The D&L the right to waive all informalities in awarding a contract in the best interests of the D&L.

41.0 PUBLIC RECORDS REQUESTS:

- 41.1 Under Pennsylvania's "Right to Know" law, Act 3 of 2008, 65 P.S. §67.101 et seq., all documents created or received by the D&L are presumed to be public and available for inspection and duplication.
- 41.2 If there is a request for a record submitted to the D&L by a third party with that party's written and signed statement that the record contains a trade secret or confidential proprietary information, the party has five (5) business days from receiving notice from the D&L to provide input on the release of the record. The third party shall then be notified whether the D&L released the record.
- 41.3 Requests for public records which are unquestionably public may be made to the D&L. The party requesting copy shall pay \$0.25 per page.

42.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:

42.1 Attention of Bidders is called to the necessity of complying with all Federal, State and local laws and regulations including but not limited to the following: Federal Occupational Safety and Health Act of 1970 (O.S.H.A.); Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; PA Act 235 of 1965, as amended; Universal Accessibility Act, and Americans with Disabilities Act (ADA) of 1990.

43.0 NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE:

- 43.1 During the term of this contract, the contractor agrees as follows:
 - 43.1.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.
 - 43.1.2 Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
 - 43.1.3 Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

- 43.1.4 Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- 43.1.5 The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. 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 contracting agency.
- 43.1.6 The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- 43.1.7 The D&L may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause.
- **43.1.8** The contractor shall also be obligated to comply with the "Exhibit A Nondiscrimination/Sexual Harassment Clause" (**ATTACHMENT C**)

44.0 COOPERATION WITH UTILITIES:

In accordance with Pennsylvania Act 187 of 1996, the Contractor shall obtain clearance for subsurface work by calling the Pennsylvania One Call System at 1-800-242-1776, and shall notify all "Users" (Utilities) that he will be making an excavation at least three (3) working days prior to the day of beginning such work so that each "User" can mark or locate their lines for the Contractor in the area of excavation. The Contractor shall indicate that he has notified all "Users" by supplying to the D&L a list of all Serial or Code Numbers received from the appropriate "User" (Utility).

45.0 NON-COLLUSION AFFIDAVIT: (See enclosed form)

- The D&L requires that the provided Non-Collusion Affidavit be submitted with all bids pursuant to its authority according to the Pennsylvania Antibid-Rigging Act, 73 P.S. Section 1611 et seq.
- 45.2 This Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- 45.3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of this bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- 45.5 The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids lower than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- 45.6 Failure to provide an Affidavit in compliance with these instructions may result in disqualification of the bid.

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- 46.0 NO BID REPLY: (Optional: see enclosed form)
 - 46.1 To assist in obtaining good competition on Invitations to Bid, each firm who has received an invitation, but does not wish to bid, is asked to complete and return the attached No Bid Reply Form. This information will not preclude receipt of future invitations unless you request removal from the Bidders List.

47.0 QUESTIONS / CLARIFICATIONS:

47.1 Any official questions and/or clarifications shall be directed, in writing, to the person noted below, on or before 3:00 P.M., *June 28*, 2017. Questions raised after this cut-off will remain unanswered.

Lauren E. Golden D&L Trail Manager 2750 Hugh Moore Park Road Easton, PA 18042

Phone: (610) 923-3548 x232 Fax: (610) 923-0537

Email: lauren@delawareandlehigh.org

- 47.2 Questions will be answered in writing and distributed to all firms attending the mandatory pre-bid meeting described in section **7.0**.
- 47.3 Any information offered that is not already specifically included in the Bid Documents is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either the D&L, or the bidder.
- 47.4 Questions answered outside of the parameters described above are neither valid, nor binding upon the D&L or the bidder.

48.0 "INVITATIONS TO BID" / "REQUESTS FOR PROPOSAL":

- 48.1 Publicly offered "Invitations to Bid" and "Requests for Proposal" being coordinated or issued by the D&L may be available **on the D&L's Website**. To access these projects:
 - 48.1.1 Proceed to "www.delawareandlehigh.org".
 - 48.1.2 Click on "Menu" in the upper left side of the page.
 - 48.1.3 Click on "Documents" in the drop down menu.
 - 48.1.4 Click on "Other Publications" to find "Dry Run Bid Package".

49.0 TABULATION OF RESPONSES:

- 49.1 A **draft** tabulation sheet of responses received to this Invitation to Bid will be available for review (in Adobe's Portable Document Format) on the D&L's Website within approximately 48 hours of the bid opening. This information is provided to give participating firms a preliminary understanding of the responses received. This tabulation will remain posted until an award decision is made. To access this draft tabulation:
 - 49.1.1 Proceed to "www.delawareandlehigh.org".
 - 49.1.2 Click on "Menu" in the upper left side of the page.

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- 49.1.3 Click on "Documents" in the drop down menu.
- 49.1.4 Click on "Other Publications" to find "Dry Run Bid Tabulation".
- 49.2 Once the bid is awarded, the **final** tabulation sheet of responses will be available under the "Bid Awards" section on the D&L's Website, with the successful bid highlighted.

50.0 AUTHORITY TO DISTRIBUTE BID PACKAGES:

50.1 The D&L (and website, if applicable) is the sole entity authorized to provide Bid Documents to interested companies or individuals. Firms who are working from Bid Document obtained from any other source may have an incomplete set of documents. The D&L assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete Bid Document package.

--- END OF INSTRUCTIONS TO BIDDERS ---

Original	
Copy #1	
Copy #2	

BID FORM

DRY RUN BRIDGE Northampton, Pennsylvania

DELAWARE & LEHIGH NATIONAL HERTIAGE CORRIDOR, INC.

We,		_, on this the o	day of	, 2017 hereby:
	(Bidder's Name)			
>	Propose to furnish all labor, materials, equipme	ent and services req	uired to construct	and complete the
	D&L Trail-Lehigh valley Connectivity Project- [Ory Run Bridge for th	ne Delaware & Le	high National Heritage
	Corridor, Inc., in accordance with the projection	ect Bid Documents	, for the firm fix	xed total bid sum of
				Dollars
	(\$).			
>	Commit to complete work no later than 150	calendar days from	m the issuance o	f Notice to Proceed.
	Committee Complete Work no later than 100	odionadi adyo no.	n ino locualido o	
>	Have received and reviewed the following Add	enda (if applicable):		
	1, date	d	·	
	2, date	d		
	3, date	d		
\A/ I		(0)		
we na	ave included one (1) clearly marked original and t	two (2) clearly marke	a copies of the fo	ollowing as our bid:
✓	A Bank Cashier's Check, Certified Check or Bi	id Bond in the amou	nt of	
		ш. (ф.		
	D	•	•	•
	being an amount equivalent to at least ten pe	ercent (10%) of the	total bid amount.	Please have this as
	the 1 st page in your submittal package.			
✓	This Bid Form.			
✓	Documentation as required by Section 3.0 , inc	cluding the Reference	e Form	
,	, ,	Julium g une menerene		
✓	Non-Collusion Affidavit Form.			
NC	IOTE: The bidder does not need to re	eturn the entire s	set of Bid Doc	uments. Plans. and

Specifications. Please be sure to provide the requested number of copies of all bidder

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provided attachments. Thank you.

<u>-,</u>06/02/17

Contact Person Name:				
0				
Address:				
Talambana Niyeshaw				
Fax Number:				
Email Address:				
Authorized Signature of Bidder				
When the Bidder is an Individual:				
Name of Bidder		Federal Tax ID) Number	
Street Address		City	State	Zip
Telephone Number F	ax Number		Email Addr	ess
		Signatory's Na	me and Title (Printed)
Signature		Signatory 5 Na	,	
		Signatory 5 Na		
		Olgitatory S INA	·	
When the Bidder is a Partnership:		Federal Tax ID		
When the Bidder is a Partnership: Name of Partnership				Zip
When the Bidder is a Partnership: Name of Partnership Street Address	Fax Number	Federal Tax IC) Number	

,_06/02/17

BID FORM – Dry Run Bridge, Northampton, PA. (continued) When the Bidder is a Corporation:									
Name of Corporation		Federal Tax II	O Number						
Street Address		City	State	Zip					
Telephone Number	Fax Number		Email Addı	ress					
Signature (** see note below)		Signatory's Na	ame and Title (Printed	i)					
Witness's Signature (** see note belo		Witness's Nar	me and Title (Printed)						

^{**} The President's or Vice President's signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.

REFERENCE FORM

DRY RUN BRIDGE

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

1.	PROJECT OWNER NAI	E:	
	ADDRESS:		_
			_
	CONTACT PERSON:		_
	TELEPHONE #:	FAX#:	_
	PROJECT NAME:		_
	CONTRACT VALUE:		
	START & END DATES:		
2.	PROJECT OWNER NAI	E:	
	ADDRESS:		_
	CONTACT PERSON:		
	TELEPHONE #:	FAX#:	_
	PROJECT NAME:		
	CONTRACT VALUE:		_
	START & END DATES:		_
3.	PROJECT OWNER NAI	E:	
	ADDRESS:		_
			_
	CONTACT PERSON:		_
	TELEPHONE #:	FAX#:	_
	PROJECT NAME:		_
	CONTRACT VALUE:		
	START & END DATES:		

,_06/02/17

NON-COLLUSION AFFIDAVIT FORM

DRY RUN BRIDGE

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

State of	- :
County of	:
I state that I a of Firm) and th I am the perso	nam (Title) of (Name nat I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers on responsible in my firm for the price(s) and the amount of this bid.
I state that:	
(1)	The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder or potential bidder.
(2)	Neither the price(s) nor amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
(3)	No attempt has been made or will be made to induce any firm or person to refrain from bidding or this contract, or to submit a bid lower or higher than this bid, or to submit any intentionally low o noncompetitive bid or other form of complementary bid.
(4)	The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, o inducement from, any firm or person to submit a complementary or other noncompetitive bid.
(5)	(Name of Firm), its affiliates, subsidiaries, officers directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State o Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:
on by the D&L that any misst	(Name or and acknowledges that the above representations are material and important, and will be relied in awarding the contract(s) for which this bid is submitted. I understand and my firm understands at at a stement in this affidavit is and shall be treated as fraudulent concealment from the D&L of the true of the submission of bids for this contract.
	Signature
BEFORE ME	Name and Company Position NOT SUBSCRIBED THIS DAY, 200
Notary Public	My Commission Expires:

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NO BID REPLY FORM (OPTIONAL)

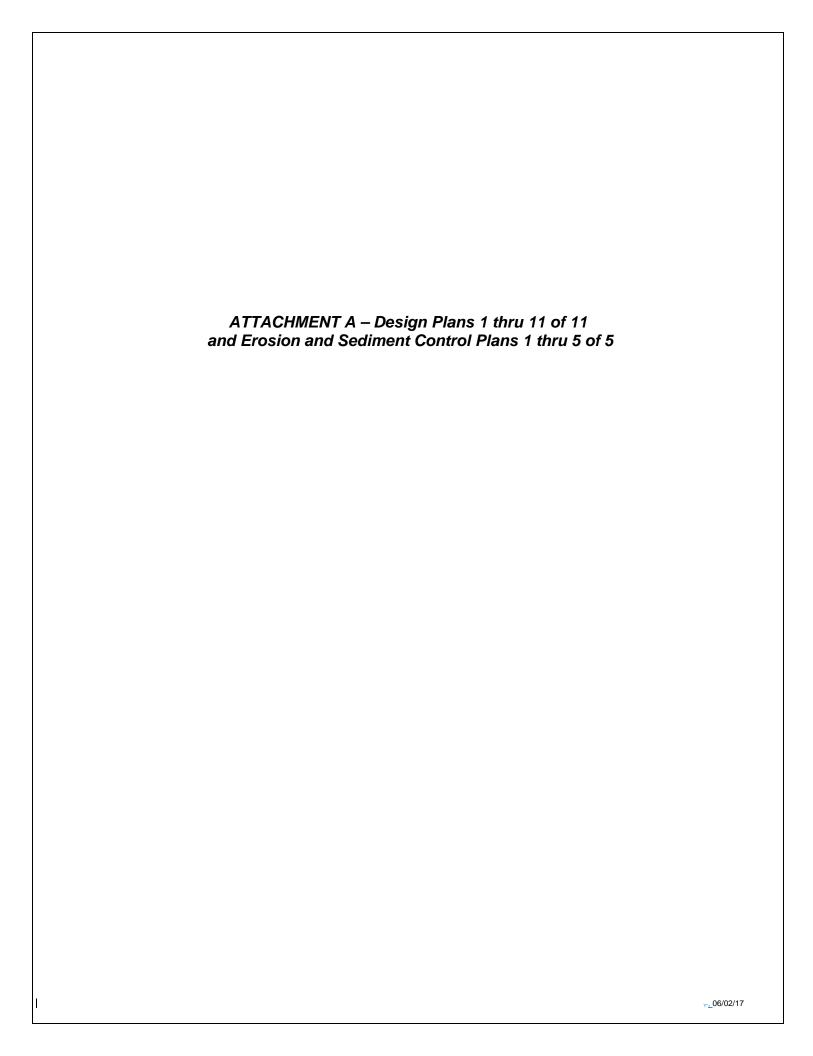
DRY RUN BRIDGE

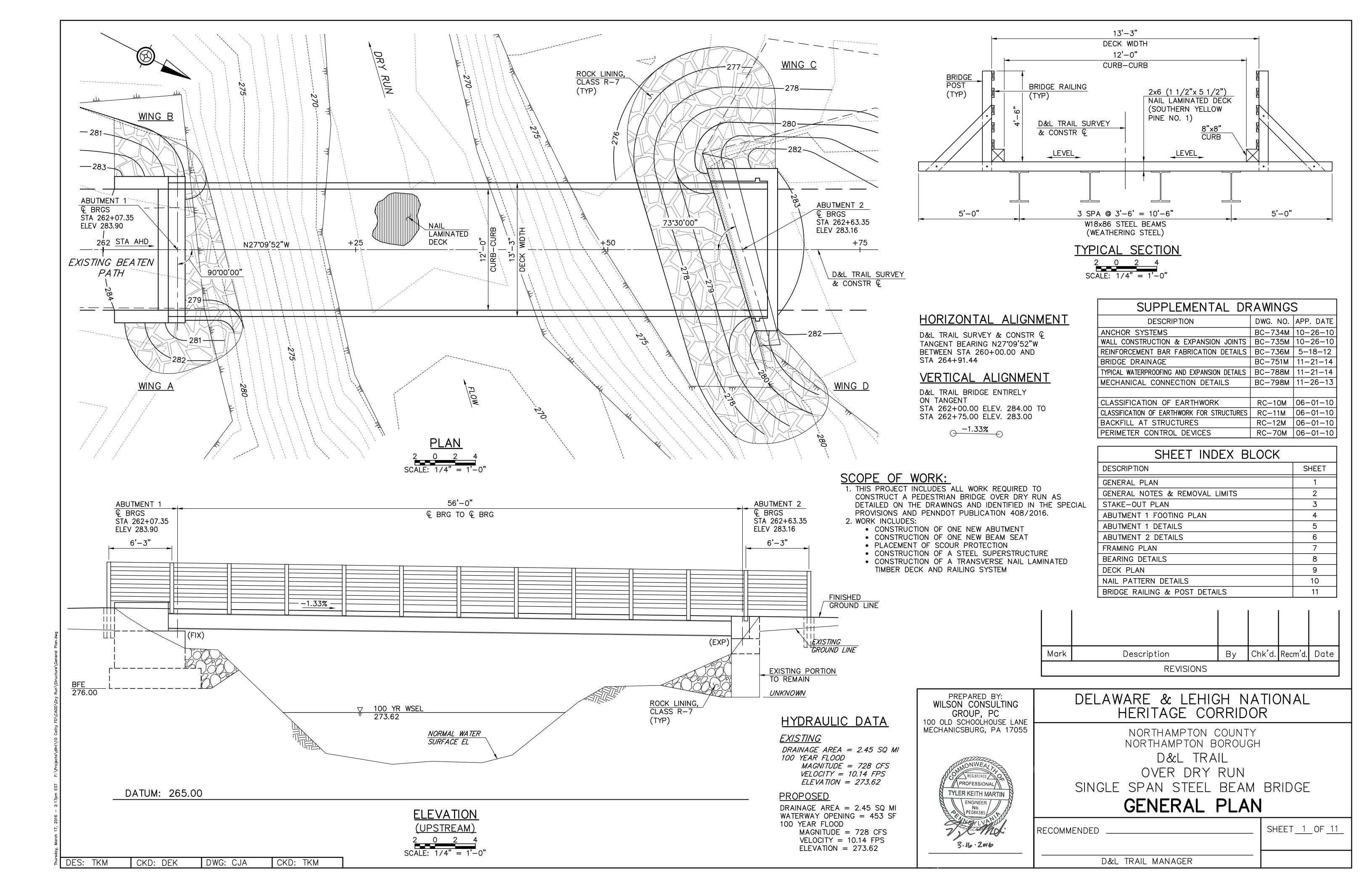
DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

To assist us in obtaining good competition on our Invitations to Bid, we ask that each firm who has received an invitation, but does not wish to bid, state their reason(s) below and return this form to the Delaware & Lehigh National Heritage Corridor, Inc. 2750 Hugh Moore Park Road, Easton, PA 18042, Attn: D&L Trail Manager. This information will not preclude receipt of future invitations unless you either request removal from the Bidders List by indicating below.

Unfortunately	, we m	ust offer A "I	No Bid"	at this tim	e because:				
	1.	We do not	wish to	participate	in the bid pro	ocess.			
	2.	We do not Our objecti			the terms ar	nd conditio	ns of the Red	quest for Bid	document.
	3.		feel we	can be cor	npetitive.				
					•				
	4.	We do not	wish to	contract wi	th the D&L.	Our objecti	ons are:		
	6.	We do not	provide	the service	es on which E	Bids are red	quested.		
	7.	Other:							
FIRM NAME					WEBSITE	(IF APPL	ICABLE)		
STREET ADD	RESS				CITY		STATE	ZIP	
TELEPHONE	NUMBI	ER	F	AX NUMBE	R		EMAIL A	DDRESS	
SIGNATURE				·	SIGNATO	DRY'S NAM	IE AND TITL	E (PRINTED)	
	We w We	vish to remain wish	on the to	unofficial B be	idders' List. deleted	from	the	unofficial	Bidders'

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GENERAL NOTES

CONSTRUCTION SPECIFICATIONS:

PROVIDE MATERIALS AND PERFORM WORK IN ACCORDANCE WITH SPECIFICATIONS PUBLICATION 408/2016, AASHTO/AWS/D1.5M/D1.5 BRIDGE WELDING CODE 2008, AND THE CONTRACT SPECIAL PROVISIONS.

- 2. AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES DATED 2002 AND AS SUPPLEMENTED BY PENNDOT DESIGN MANUAL PART 4, DATED APRIL 2015.
- 3. AASHTO GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES DATED DECEMBER
- 4. ALL DESIGN IS IN ACCORDANCE WITH THE LOAD FACTOR METHOD (LFD).

DESIGN LIVE LOADS:

5. PEDESTRIAN LOAD = 85 PSF AND AN H10 (20,000 LBS) TRUCK.

GENERAL CONSTRUCTION NOTES:

- 6. STATIONS AND ELEVATIONS ARE GIVEN IN FEET UNLESS OTHERWISE NOTED.
- PROVIDE 2" CONCRETE COVER ON REINFORCEMENT BARS, EXCEPT AS NOTED.
- 8. USE SOUTHERN YELLOW PINE NO 1 FOR ALL TIMBER MEMBERS
- 9. USE CLASS AA CEMENT CONCRETE IN: ABUTMENT 2, AND ABUTMENT 1 ABOVE BRIDGE SEAT.
- 10. USE CLASS A CEMENT CONCRETE IN: ABUTMENTS BELOW BRIDGE SEAT. 11. A HIGHER CLASS CONCRETE MAY BE SUBSTITUTED FOR A LOWER CLASS CONCRETE AT NO
- ADDITIONAL COST TO THE OWNER. 12. PROVIDE GRADE 60 REINFORCING STEEL BARS THAT MEET THE REQUIREMENTS OF ASTM A 615/A 615M, A 996/A 996M OR A 706/A 706M. DO NOT WELD GRADE 60 REINFORCING STEEL BARS UNLESS SPECIFIED. GRADE 40 REINFORCING STEEL BARS MAY BE SUBSTITUTED WITH PROPORTIONAL INCREASE IN CROSS-SECTIONAL AREA, IF APPROVED BY THE ENGINEER. DO NOT USE RAIL STEEL A 996/A 996M REINFORCEMENT BARS IN BRIDGE PIERS, ABUTMENTS, SHEAR BLOCKS, BEAMS, FOOTINGS, PILES, BARRIERS OR WHERE BENDING OR WELDING OF THE REINFORCEMENT BARS IS INDICATED.
- 13. EPOXY COAT ALL BARS.
- 14. GALVANIZED REINFORCING STEEL BARS MAY BE SUBSTITUTED FOR EPOXY-COATED REINFORCING STEEL BARS AT NO ADDITIONAL COST TO THE OWNER.
- 15. WELDING OF REINFORCEMENT BARS DURING FABRICATION OR CONSTRUCTION IS NOT PERMITTED UNLESS SPECIFIED.
- 16. RAKE-FINISH ALL HORIZONTAL CONSTRUCTION JOINTS, EXCEPT AS INDICATED.
- 17. PREPARE BEARING AREAS AS SPECIFIED IN PUBLICATION 408/2011, SECTION 1001.3(k)9.
- 18. CHAMFER EXPOSED CONCRETE EDGES 1" BY 1", EXCEPT AS NOTED.
- 19. ALL DIMENSIONS SHOWN ARE HORIZONTAL, EXCEPT AS NOTED.
- 20. SUPERSTRUCTURE DIMENSIONS SHOWN ARE FOR A NORMAL TEMPERATURE OF 68 DEGREES F. 21. NOTIFY THE REGIONAL HEADQUARTERS OF THE FISH COMMISSION PRIOR TO CONSTRUCTION AND

COOPERATE WITH THE FISH COMMISSION DURING CONSTRUCTION: SOUTHEAST REGION - REGIONAL MANAGER 255 WEST BRUBAKER VALLEY ROAD LITITZ, PA 17543

717-626-0228 717-626-0486

- 22. PROVIDE STRUCTURAL STEEL FOR ALL BRIDGE COMPONENTS CONFORMING TO ASTM A709 50W (GRADE 50 WEATHERING STEEL), EXCEPT WHEN NOTED OTHERWISE
- 23. FABRICATE ALL MEMBERS OR MEMBER COMPONENTS DESIGNATED AS FRACTURE CRITICAL MEMBERS (FCM) TO CONFORM TO THE REQUIREMENTS OF DESIGN MANUAL, PART 4, SECTION 6.6.2 AND AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, ARTICLE 6.6.2, AND PUBLICATION 408, SECTIONS 1105.02(a)5 AND 1105.03(m)9. MEET THE BASE METAL CHARPY V-NOTCH (CVN) REQUIREMENTS FOR ZONE 2.

UTILITY NOTES:

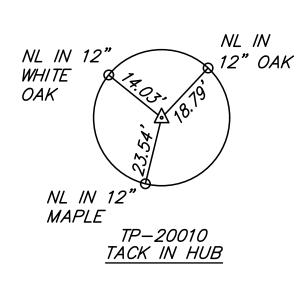
1. COORDINATE, LOCATE, AND CONDUCT ALL WORK RELATED TO PUBLIC AND PRIVATE UTILITIES IN ACCORDANCE WITH PUBLICATION 408/2011, SECTIONS 105.06 AND 107.12.

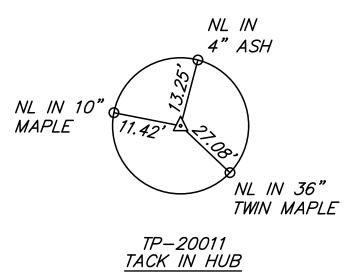
SUPERSTRUCTURE NOTES:

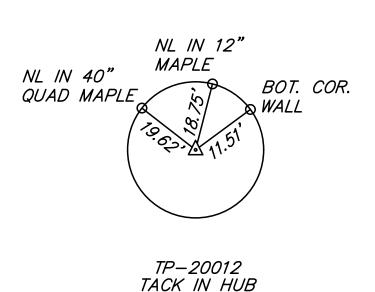
- SEE PROJECT SPECIAL PROVISIONS.
- 2. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE THE LOCATION OF FIELD SPLICES AND SECTION LENGTHS WITH THE PREFABRICATOR BASED ON HIS MEANS AND METHODS OF TRANSPORTATION, DELIVERY TO THE SITE, AND ERECTION PROCEDURES.
- 3. SET ANCHOR BOLTS TO TEMPLATE OR IN PREFORMED HOLES. DO NOT DRILL UNLESS SPECIFICALLY INDICATED ON THE PLANS. FILL THE PREFORMED HOLES WITH NON-SHRINK
- 4. DO NOT USE SUPPORT SYSTEMS THAT WILL CAUSE UNACCEPTABLE OVERSTRESS OR DEFORMATION TO PERMANENT BRIDGE MEMBERS.
- 5. THE DESIGNS OF ALL FALSEWORK WILL BE REQUIRED TO BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN PA AND SUBMITTED FOR REVIEW AND APPROVAL.
- 6. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN STABILITY OF ALL STEEL MEMBERS DURING ALL STAGES OF CONSTRUCTION. 7. FIELD WELDING IS NOT PERMITTED WITHOUT OBTAINING APPROVAL FROM THE ENGINEER.

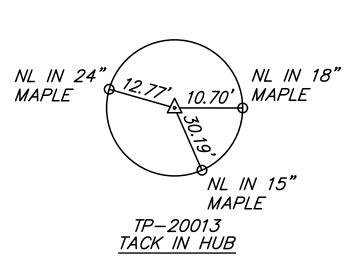
FOUNDATION NOTES:

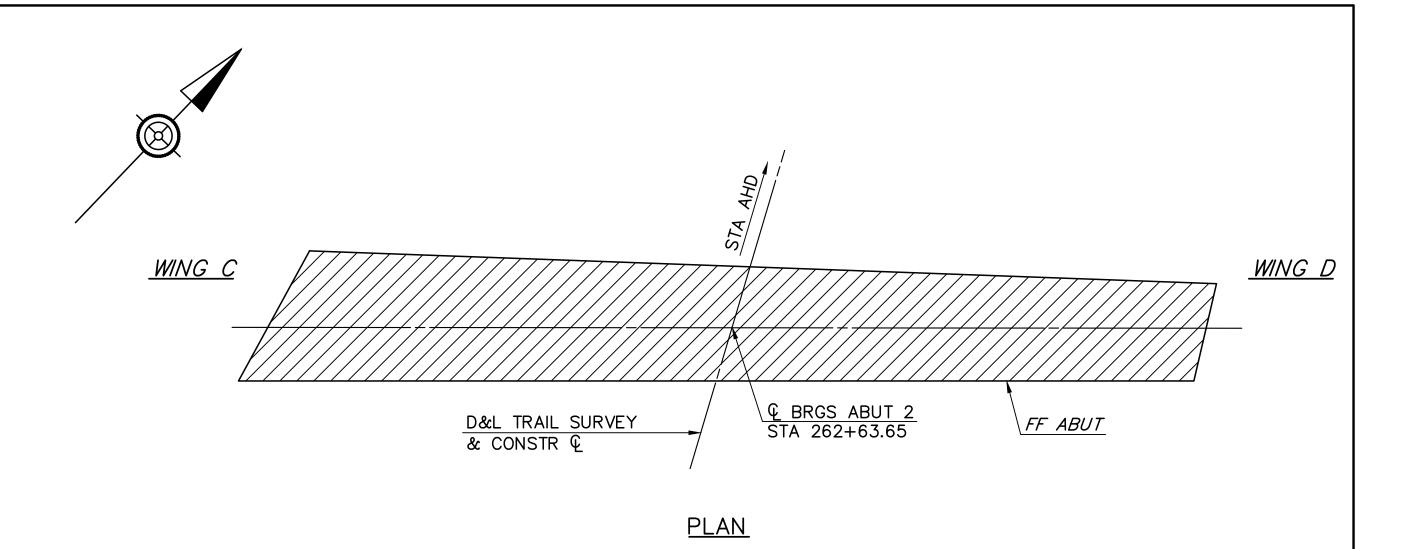
- SEE PROJECT SPECIAL PROVISIONS.
- 2. FOOTINGS WILL HAVE A MINIMUM THICKNESS OF 2'-0"
- 3. DESIGN INCLUDES A LIVE LOAD SURCHARGE EQUAL TO 2 FT OF SOIL.
- 4. BLASTING IS NOT PERMITTED.
- 5. PROVIDE A MINIMUM OF 39 INCHES OF FROST COVER OVER THE BOTTOM OF THE FOOTINGS.
- CONSTRUCT ALL TEMPORARY EXPOSED EMBANKMENT SLOPES NOT STEEPER THAN 1.5H TO 1V AND STABILIZE THE SLOPES FOLLOWING SECTION 806 OF PUBLICATION 408. TEMPORARY SLOPES SHALL MEET OSHA REQUIREMENTS. TEMPORARY STABILIZATION WILL BE REQUIRED FOR ANY AND ALL ERODIBLE/SOLUBLE AREAS AND MATERIALS TO BE EXPOSED FOR A PERIOD OF TIME EXCEEDING TWENTY (20) DAYS.
- 7. CONSTRUCT ALL PERMANENT FILL EMBANKMENT SLOPES NOT STEEPER THAN 1.5H TO 1V AND STABILIZE THESE SLOPES FOLLOWING SECTION 806 OF PUBLICATION 408.
- 8. SPREAD FOOTINGS MAY BE ORDERED BY THE ENGINEER TO BE AT ANY ELEVATION OR ANY DIMENSION NECESSARY TO PROVIDE A PROPER FOUNDATION.
- 9. NOTIFY THE ENGINEER WHEN THE FOOTINGS ARE READY FOR INSPECTION.
- 10. THE CONTRACTOR IS RESPONSIBLE TO DEWATER ALL PROPOSED EXCAVATIONS.
- 11. SOIL SITE CLASS NOT CLASS E.



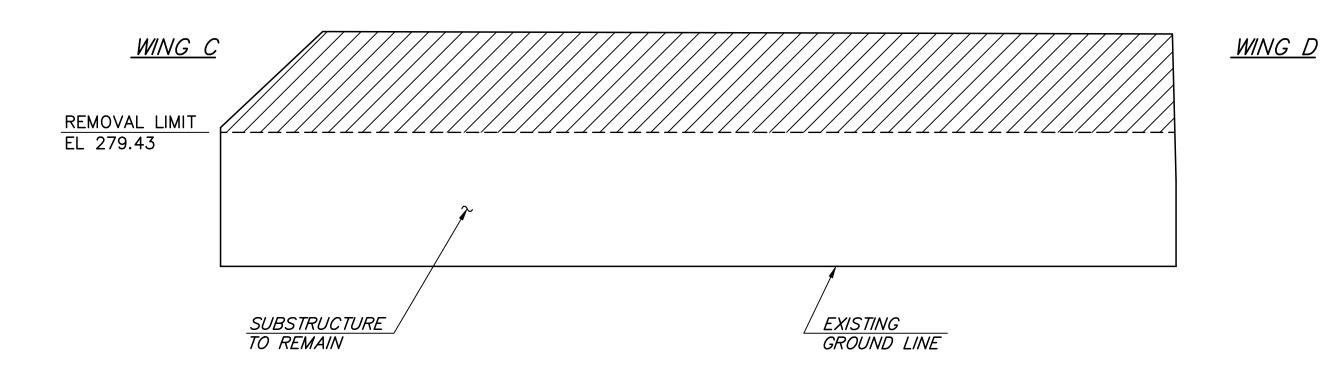








<u>LEGEND</u> /// CONCRETE REMOVAL LIMITS



ELEVATION

ABUTMENT 2 REMOVAL LIMITS

1 0 1 2 SCALE: 1/2" = 1'-0"

TYLER KEITH MARTIN

ENGINEER No.

PE084385

Mark	Description	Ву	Chk'd.	Recm'd.	Date
	REVISIONS				

SUMMARY OF PROJECT CONTROL POINT COORDINATES BASED ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NGVD 83) SOUTH ZONE

BASED ON THE PENNSTEVANIA STATE PEANE COORDINATE STSTEM (NOVE 65) SOOTI ZONE							
STATION	OFFSET	POINT	COORDINATES		DESC	ELEV	
STATION	OFF SET	POINT	NORTHING	EASTING	DESC	LLL V	
261+26.08	5.20' RT	20010	495563.0007	2596844.9318	TACK IN HUB	283.67	
261+98.51	4.01' LT	20011	495623.2389	2596803.6693	TACK IN HUB	281.27	
262+54.12	19.76 LT	20012	495665.5200	2596764.2708	TACK IN HUB	275.57	
263+55.10	10.29° LT	20013	495759.6820	2596726.5930	TACK IN HUB	278.07	

FOUR PLACE COORDINATES ARE FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY A PRECISION BEYOND TWO DECIMAL PLACES.

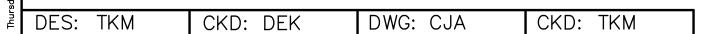
DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR

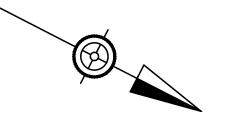
NORTHAMPTON COUNTY NORTHAMPTON BOROUGH D&L TRAIL OVER DRY RUN

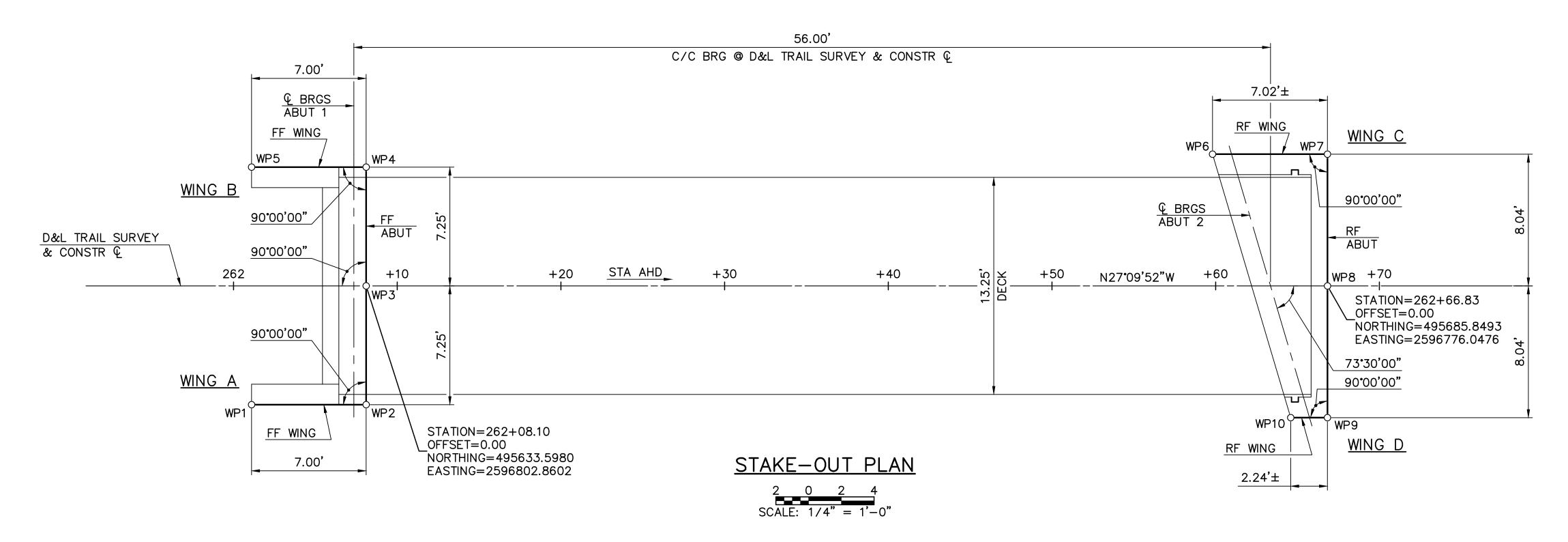
SINGLE SPAN STEEL BEAM BRIDGE



SHEET 2 OF 11 RECOMMENDED







NOTF.

FOUR PLACE COORDINATES ARE FOR COMPUTATIONAL PURPOSES ONLY AND DO NOT IMPLY A PRECISION BEYOND TWO DECIMAL PLACES.

<u>LEGEND</u>

WP = WORK POINT FF = FRONT FACE RF = REAR FACE

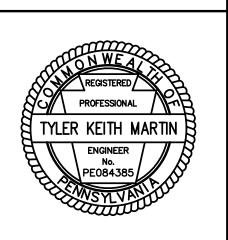
Mark	Description	Ву	Chk'd.	Recm'd.	Date	
	REVISIONS					

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR

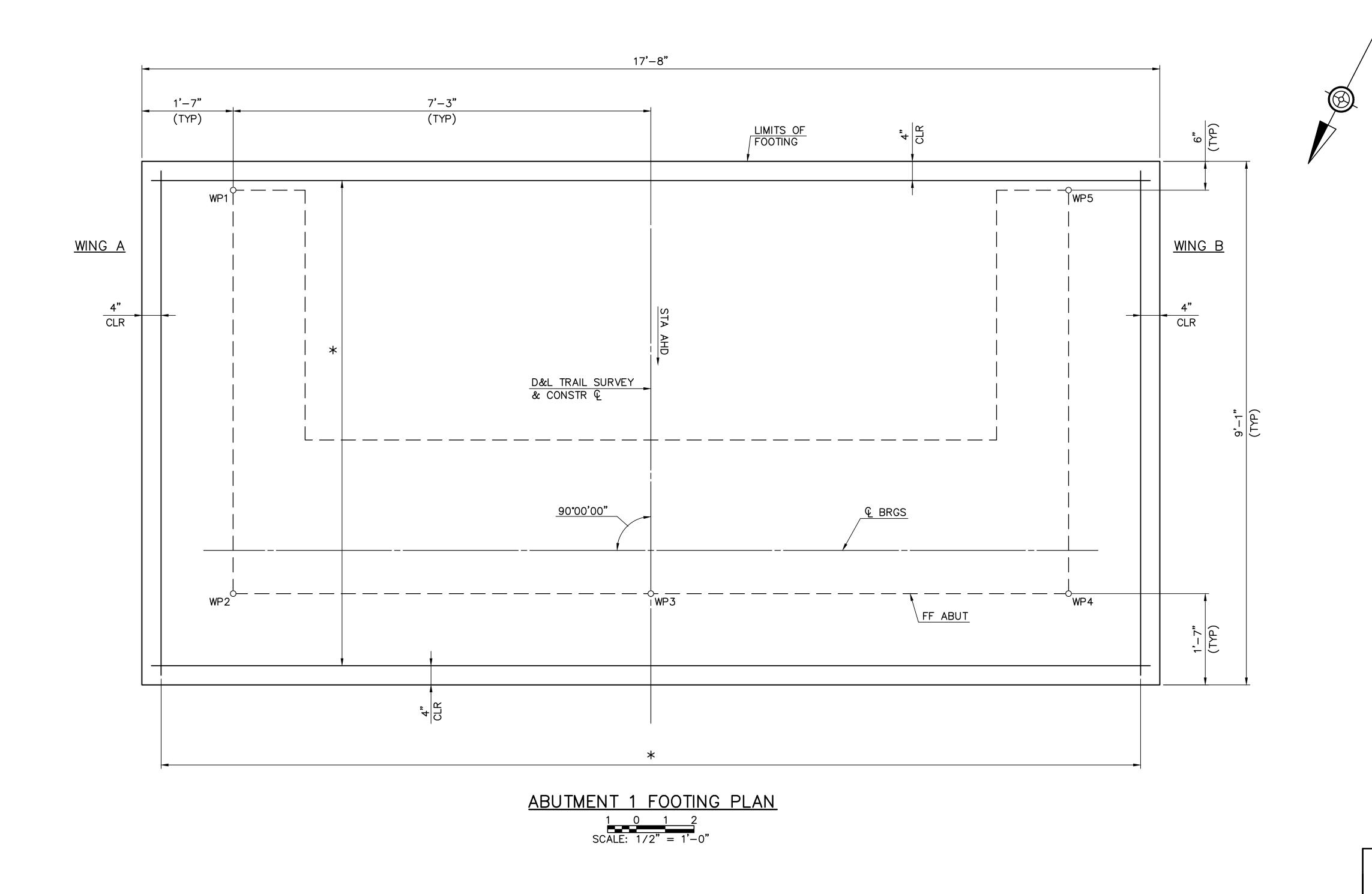
NORTHAMPTON COUNTY NORTHAMPTON BOROUGH D&L TRAIL OVER DRY RUN SINGLE SPAN STEEL BEAM BRIDGE

STAKE-OUT PLAN

RECOMMENDED ______ SHEET 3_OF 11



DES: TKM CKD: DEK DWG: CJA CKD: TKM





SUBMIT REINFORCEMENT BAR SHOP DRAWINGS FOR REVIEW AND APPROVAL

* ALL REINFORCEMENT TO BE #5 BARS @ 12" MAX SPACING NOTIFY ENGINEER WHEN FOOTING BEARING STRATUM IS READY FOR INSPECTION

Mark	Description	Ву	Chk'd.	Recm'd.	Date
REVISIONS					

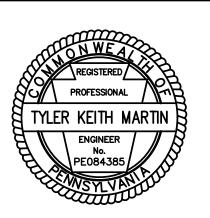
REVISIONS

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR

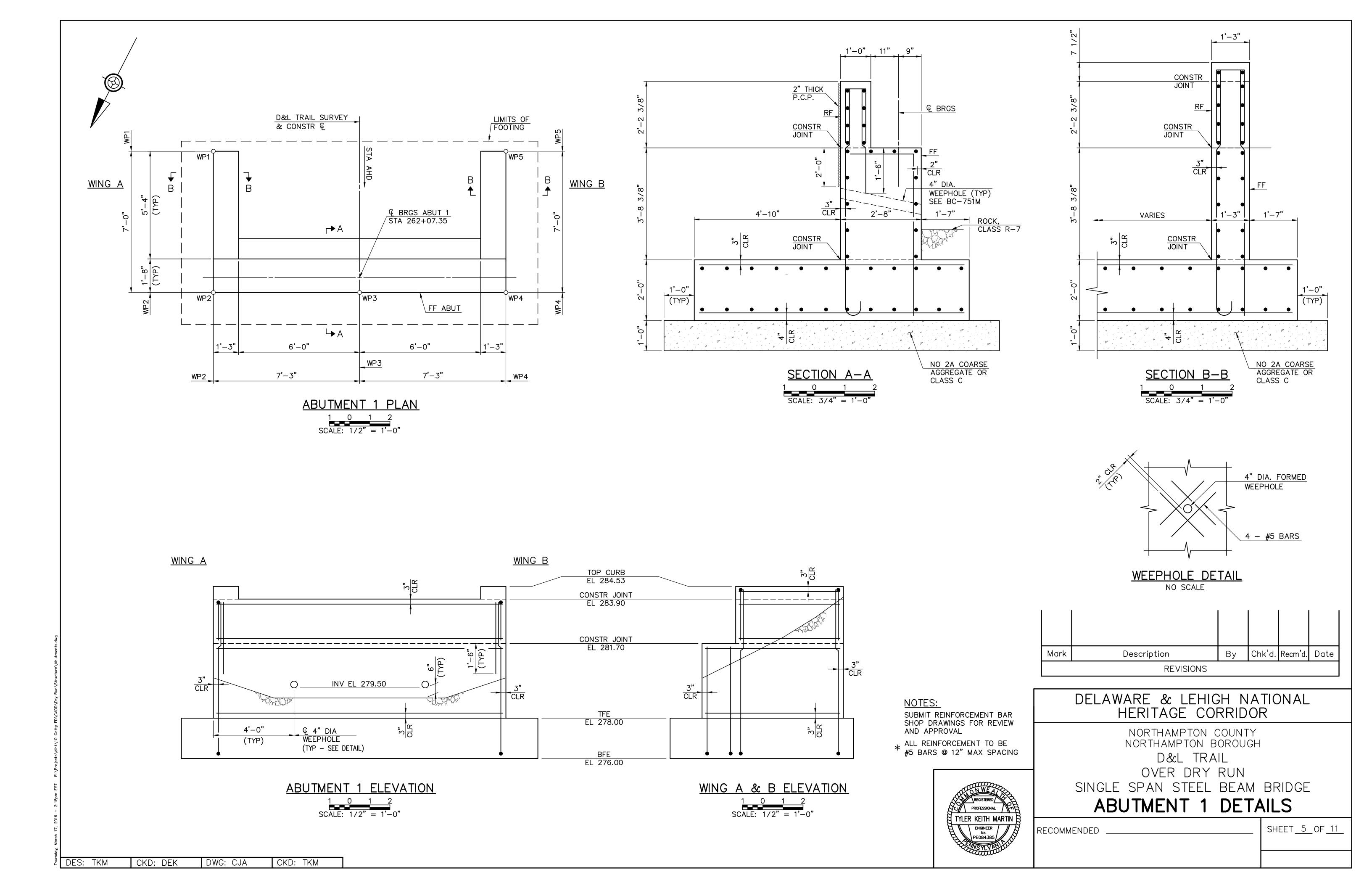
NORTHAMPTON COUNTY NORTHAMPTON BOROUGH D&L TRAIL OVER DRY RUN SINGLE SPAN STEEL BEAM BRIDGE

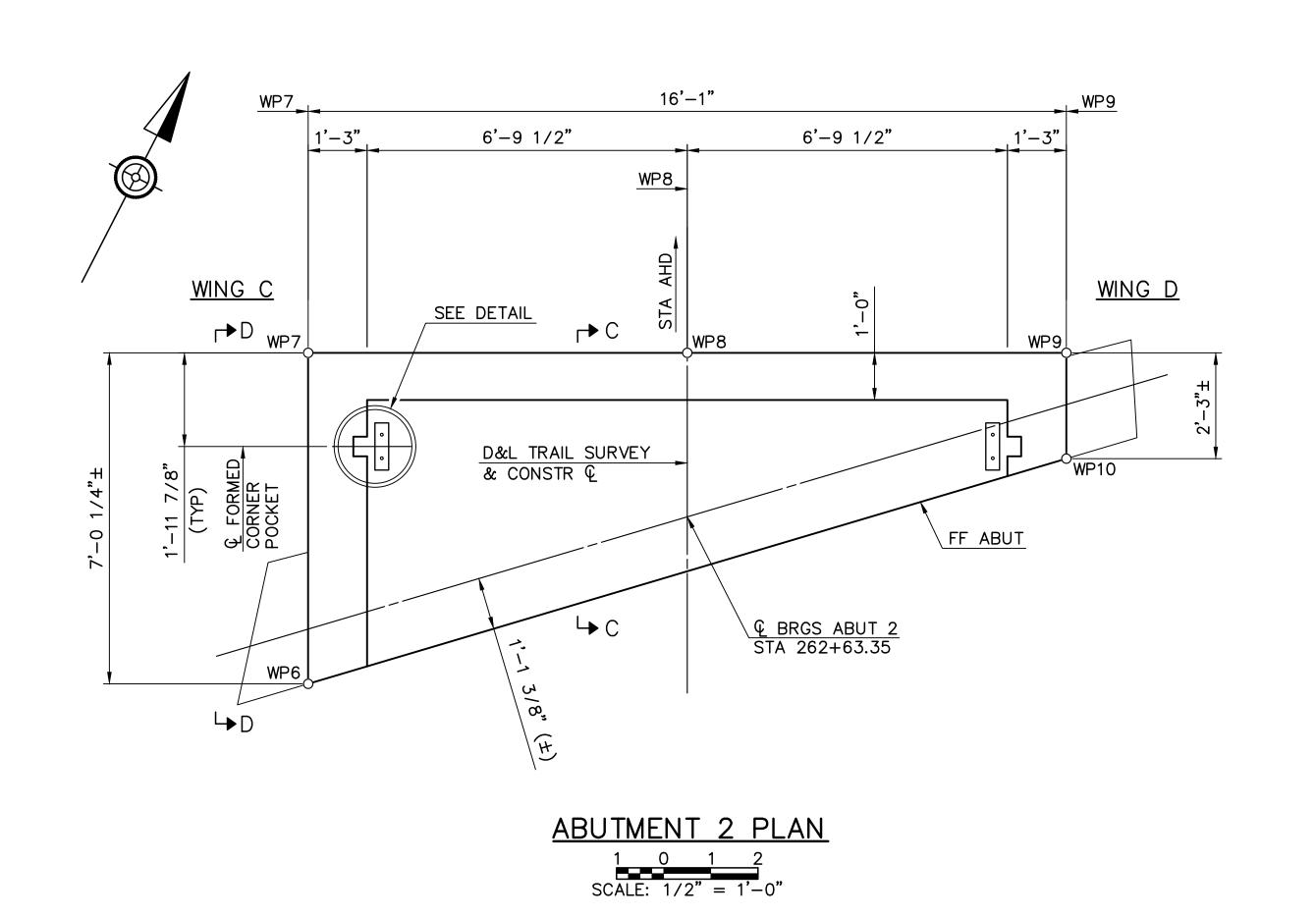
ABUTMENT 1 FOOTING PLAN

RECOMMENDED _____ SHEET 4_OF 11



DES: TKM CKD: DEK DWG: CJA CKD: TKM



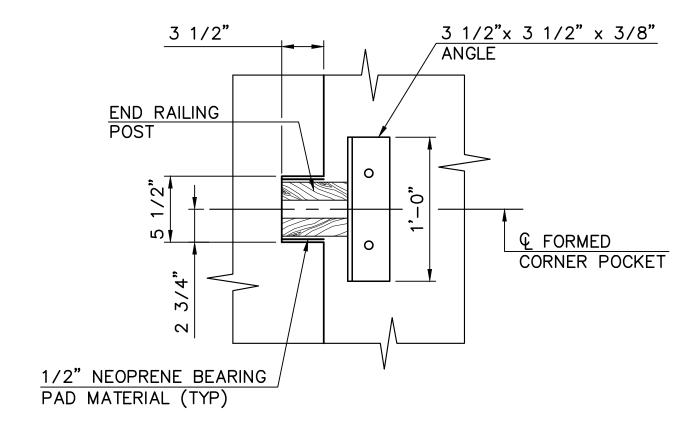


DES: TKM

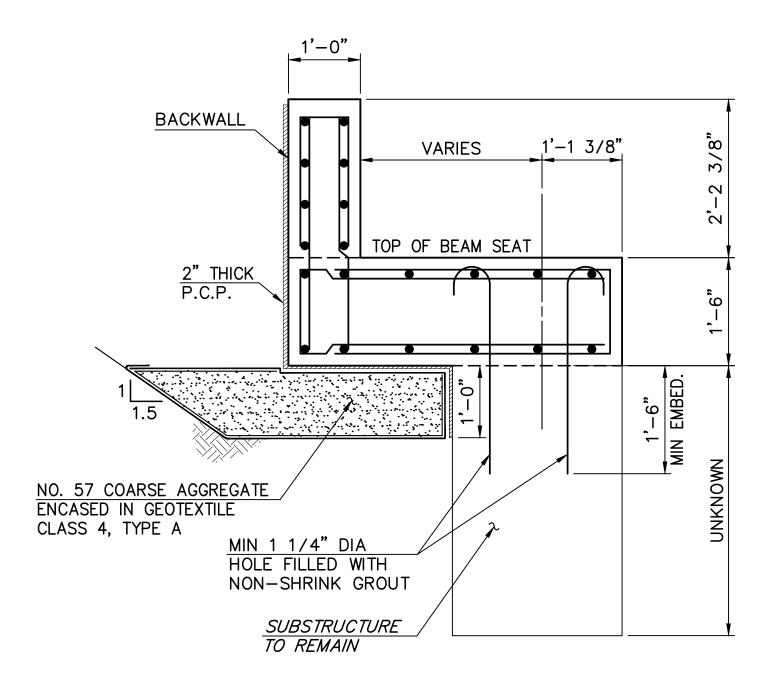
CKD: DEK

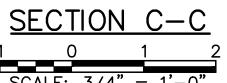
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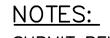
CKD: TKM



FORMED CORNER POCKET DETAIL O 1 SOALE: 1.1(0" 1' 0"

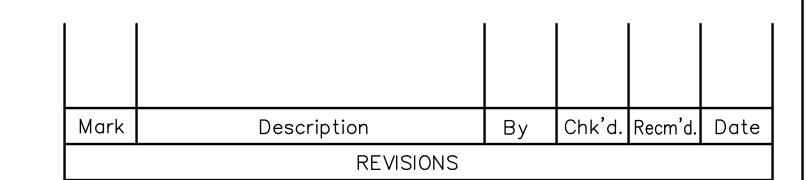






SUBMIT REINFORCEMENT BAR SHOP DRAWINGS FOR REVIEW AND APPROVAL

* ALL REINFORCEMENT TO BE #5 BARS @ 12" MAX SPACING SEE SHEET 11 FOR ANGLE ANCHOR DETAILS

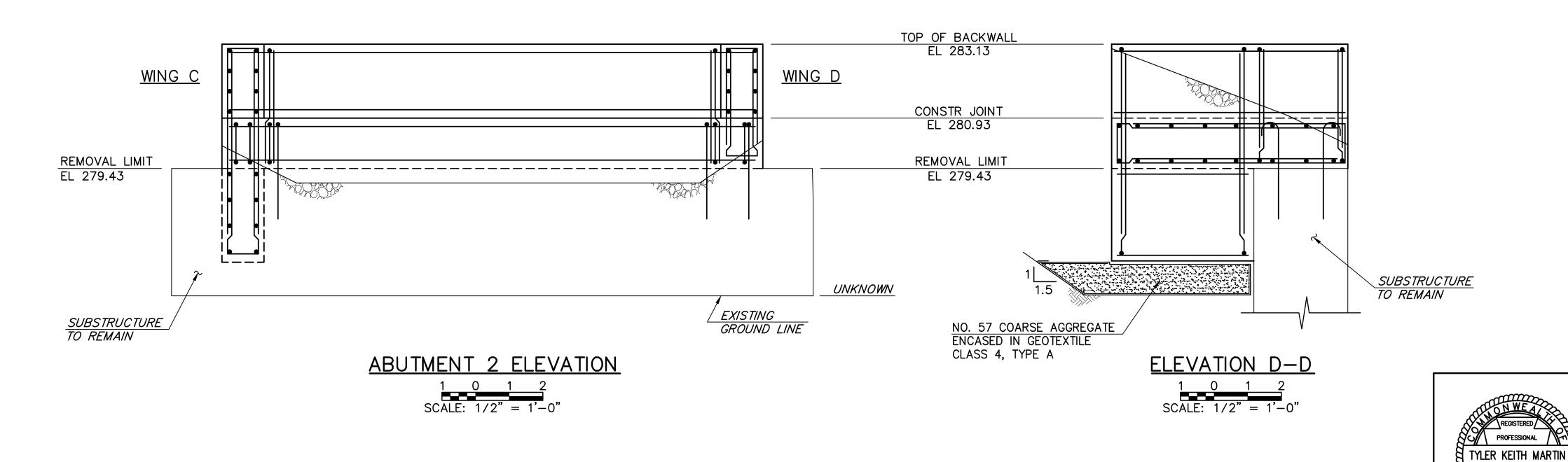


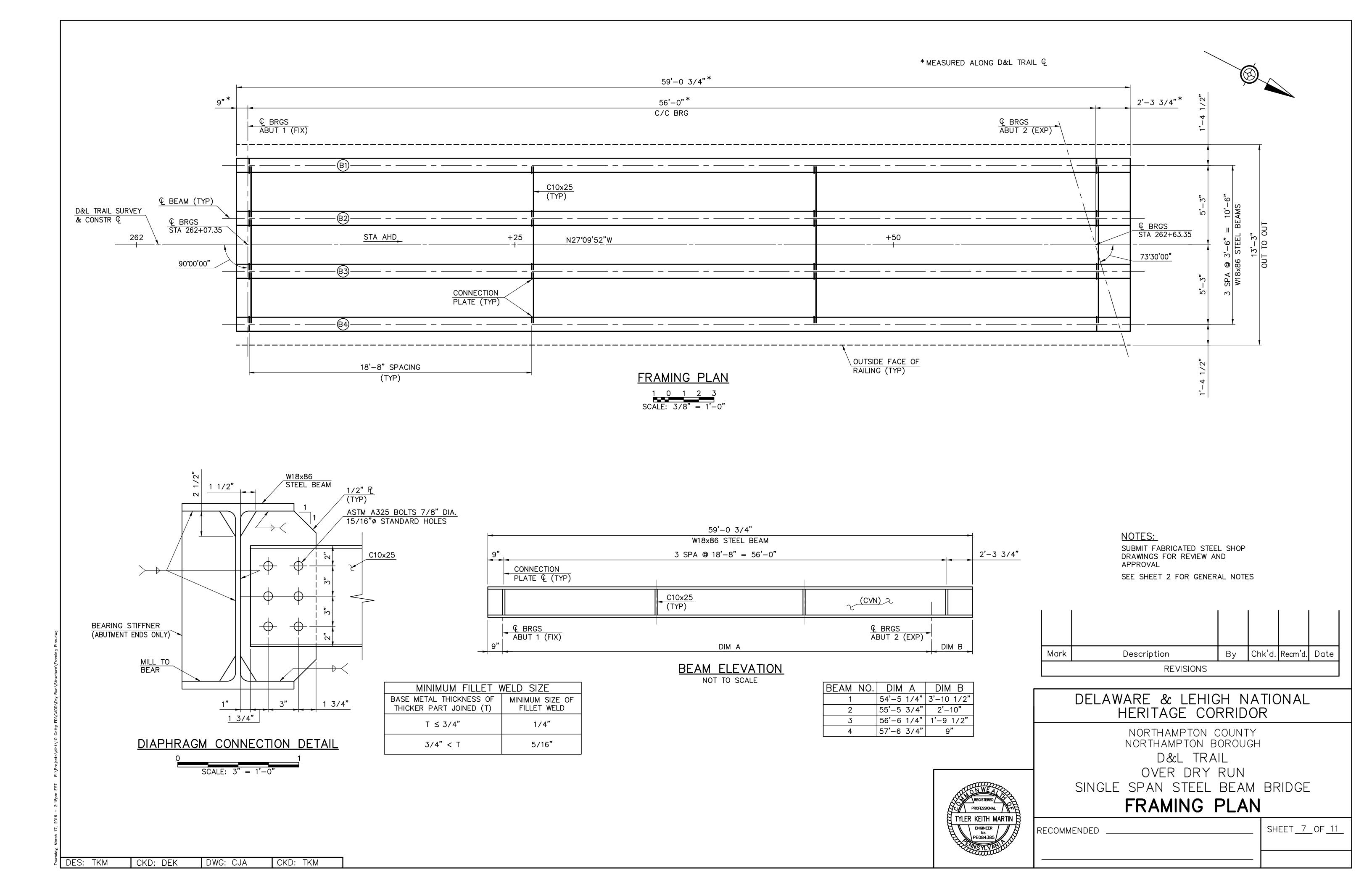
DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR

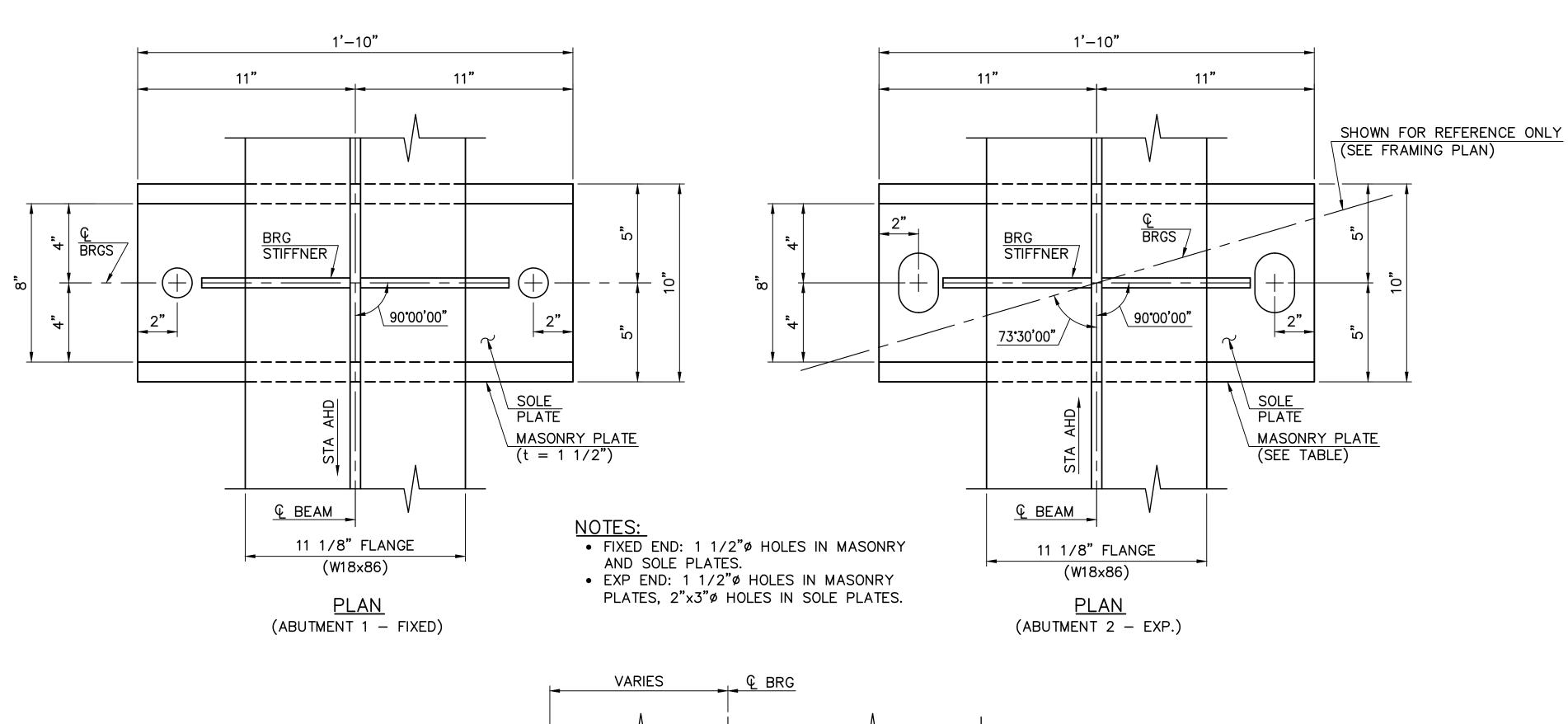
NORTHAMPTON COUNTY NORTHAMPTON BOROUGH D&L TRAIL OVER DRY RUN SINGLE SPAN STEEL BEAM BRIDGE

ABUTMENT 2 DETAILS

RECOMMENDED _____ SHEET 6 OF 11







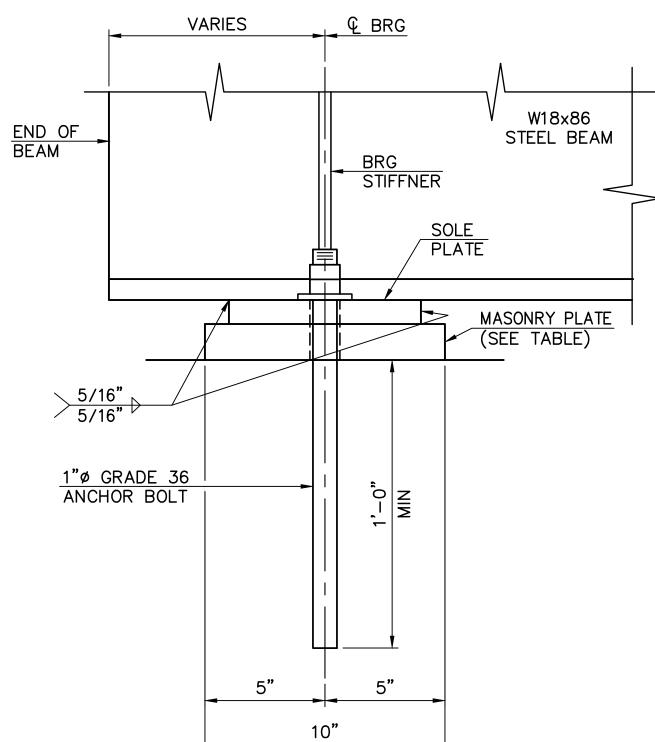
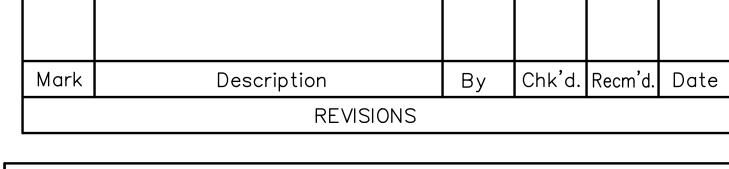


	PLATE TABLE MENT 2)
BEAM #	THICKNESS
B1	2 1/8"
B2	1 7/8"
B3	1 3/4"
B4	1 1/2"



STA AHD_

TYLER KEITH MARTIN

SOLE PLATE DETAIL

(TYPICAL — ALL BEAMS) NOT TO SCALE

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR

NORTHAMPTON COUNTY NORTHAMPTON BOROUGH D&L TRAIL OVER DRY RUN SINGLE SPAN STEEL BEAM BRIDGE

BEARING DETAILS

SHEET 8 OF 11 RECOMMENDED

	BEARING	<u>G DETAIL</u>	_
0			
	SCALE: 3	3" = 1' - 0"	

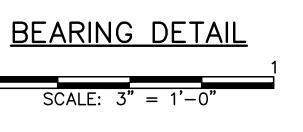
CKD: DEK

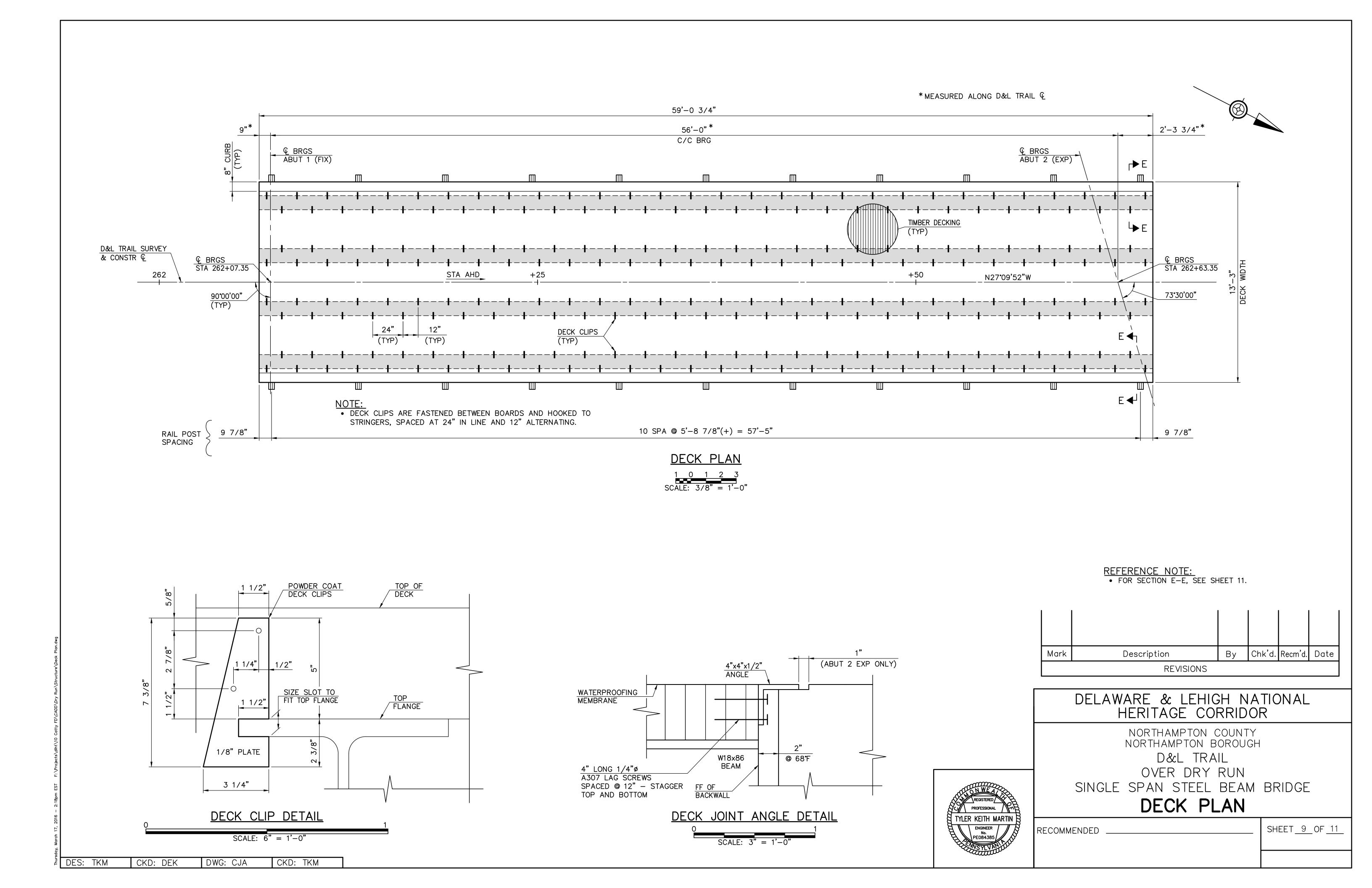
DES: TKM

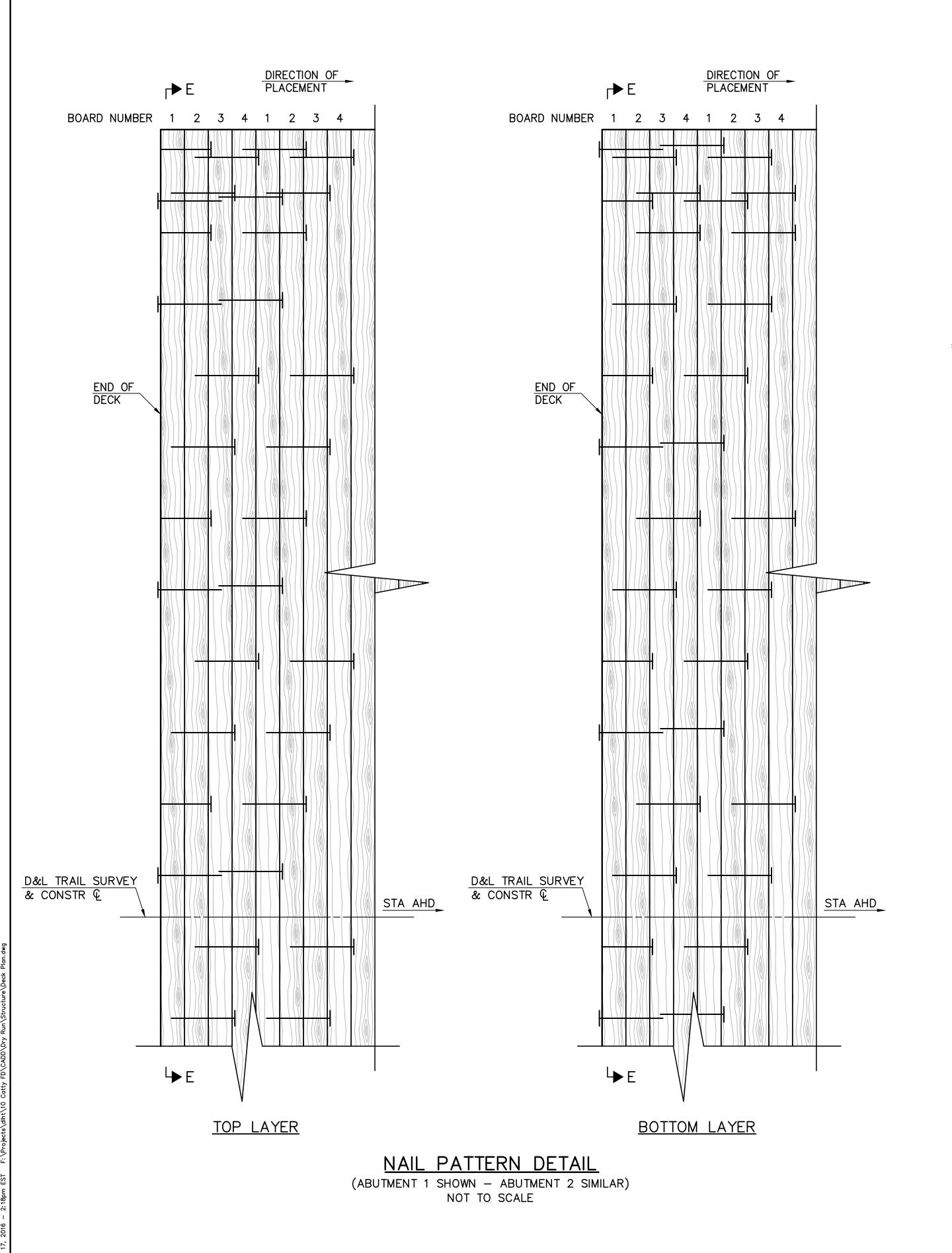
DWG: CJA

CKD: TKM

<u>SECTION</u>





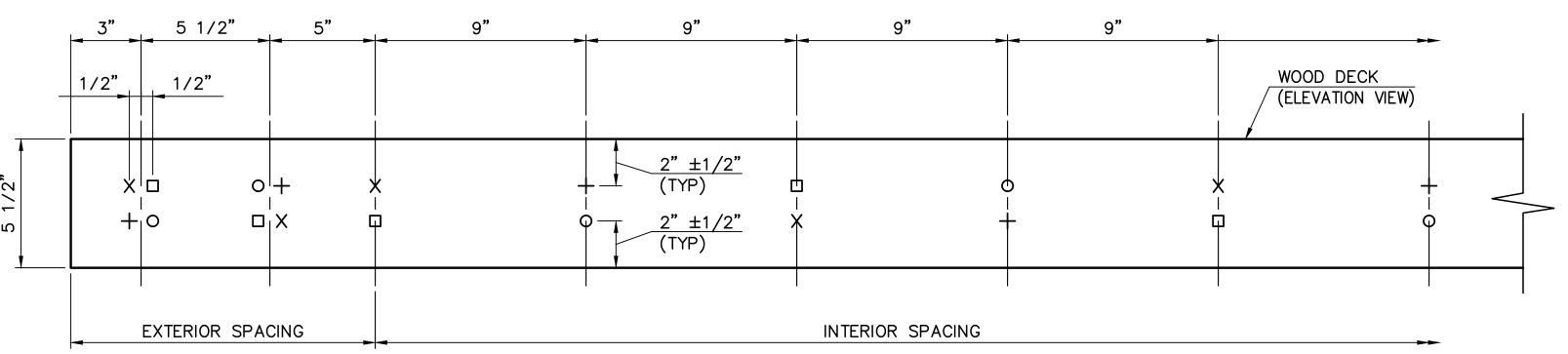


CKD: TKM

DES: TKM

CKD: DEK

DWG: CJA



VIEW E-E (NAIL PATTERN)

NAIL LOC	ATIONS
BOARD NUMBER	SYMBOL
1ST	+
2ND	X
3RD	0
4TH	
5TH	+

NOTES:

- TIMBER DECKING IS 2"x6" (1 1/2"x5 1/2" SOUTHERN YELLOW PINE GRADE NO. 1). • ALL TIMBERS ARE TO BE PRESSURE TREATED FOR GROUND CONTACT (0.15 MCA).
- NAILS SHOWN FOR CLARIFICATION PURPOSES ONLY.
- TIMBER DECK BOARDS SHALL BE NAILED TOGETHER USING 20D OR 20 PENNY COMMON NAILS.
- INTERIOR AND EXTERIOR NAILING PATTERN IS SHOWN.
 LIQUID NAILS ADHESIVE SHOULD BE APPLIED USING 2 BEADS MINIMUM TO THE END 3 FEET OF EXTERIOR WOOD DECK LENGTH.
- FULL LENGTH BOARDS ARE PREFERRED. HOWEVER, FOR SPLICED SECTIONS, NO BOARD WILL BEAR ON LESS THAN 3 BEAMS. ALL SPLICES/JOINTS WILL BE
- ALL FASTENER COATINGS WILL BE COMPATIBLE WITH TIMBER PRESERVATIVE.
- APPLY TWO COATS OF OIL BASED WOOD PRESERVATIVE TO THE CUT ENDS OF ALL TIMBERS.

					•
Mark	Description	Ву	Chk'd.	Recm'd.	Date
REVISIONS					

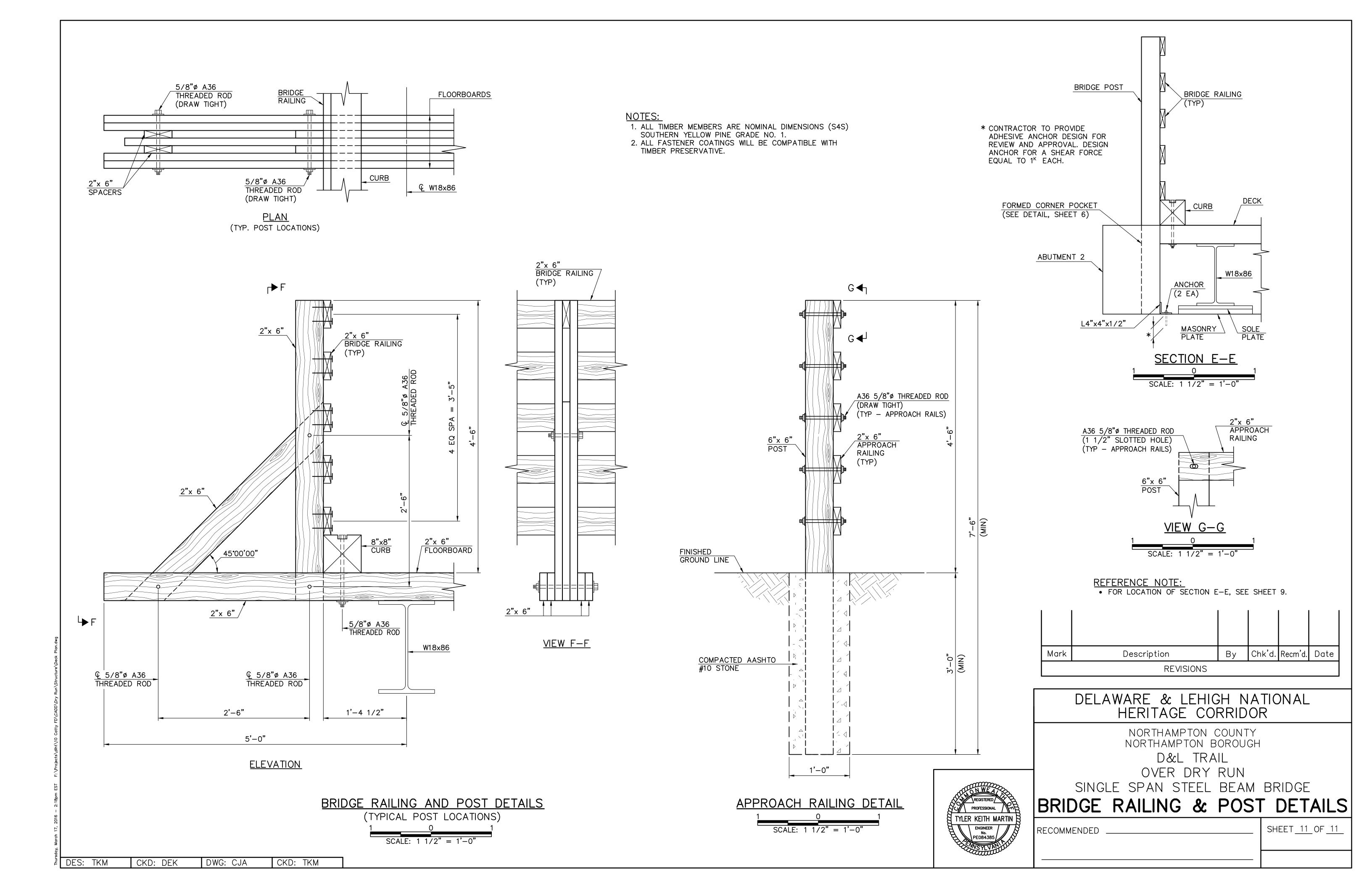
DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR

NORTHAMPTON COUNTY NORTHAMPTON BOROUGH D&L TRAIL OVER DRY RUN SINGLE SPAN STEEL BEAM BRIDGE

NAIL PATTERN DETAILS

SHEET 10 OF 11 RECOMMENDED





ONE - CALL SYSTEM



Pennsylvania Act 199 (2004) requires 3 working days notice from excavators who are about to Dig, Blast, Auger, Bore, Grade, Trench or Demolish anywhere in the Commonwealth.

Contractor Shall Place A One—Call (1—800—242—1776) Prior to Construction.

CONTACT LIST

NORTHAMPTON COUNTY CONSERVATION DISTRICT 14 GRACEDALE AVENUE NAZARETH, PA 18064 P: 610-829-6277 ATTN: AMY SEIDEL

DEP NORTHEAST REGIONAL OFFICE WATERWAYS AND WETLANDS PROGRAM 2 PUBLIC SQUARE WILKES-BARRE, PA 18701-1915 P:570-826-2511 ATTN: BOB JEVIN

U.S. ARMY CORPS OF ENGINEERS, POCONO FIELD OFFICE 253 STATE ROUTE 435, SUITE 4 CLIFTON TOWNSHIP, PA 18424 P: 570-842-1045

DELAWARE & LEHIGH TRAIL PEDESTRIAN BRIDGE OVER DRY RUN

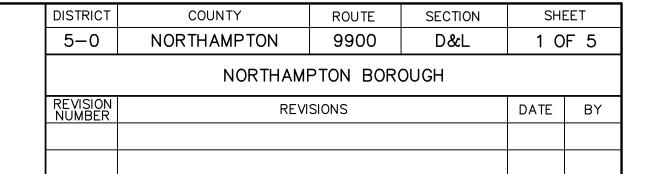
DRAWINGS

FOR

EROSION AND SEDIMENT POLLUTION CONTROL

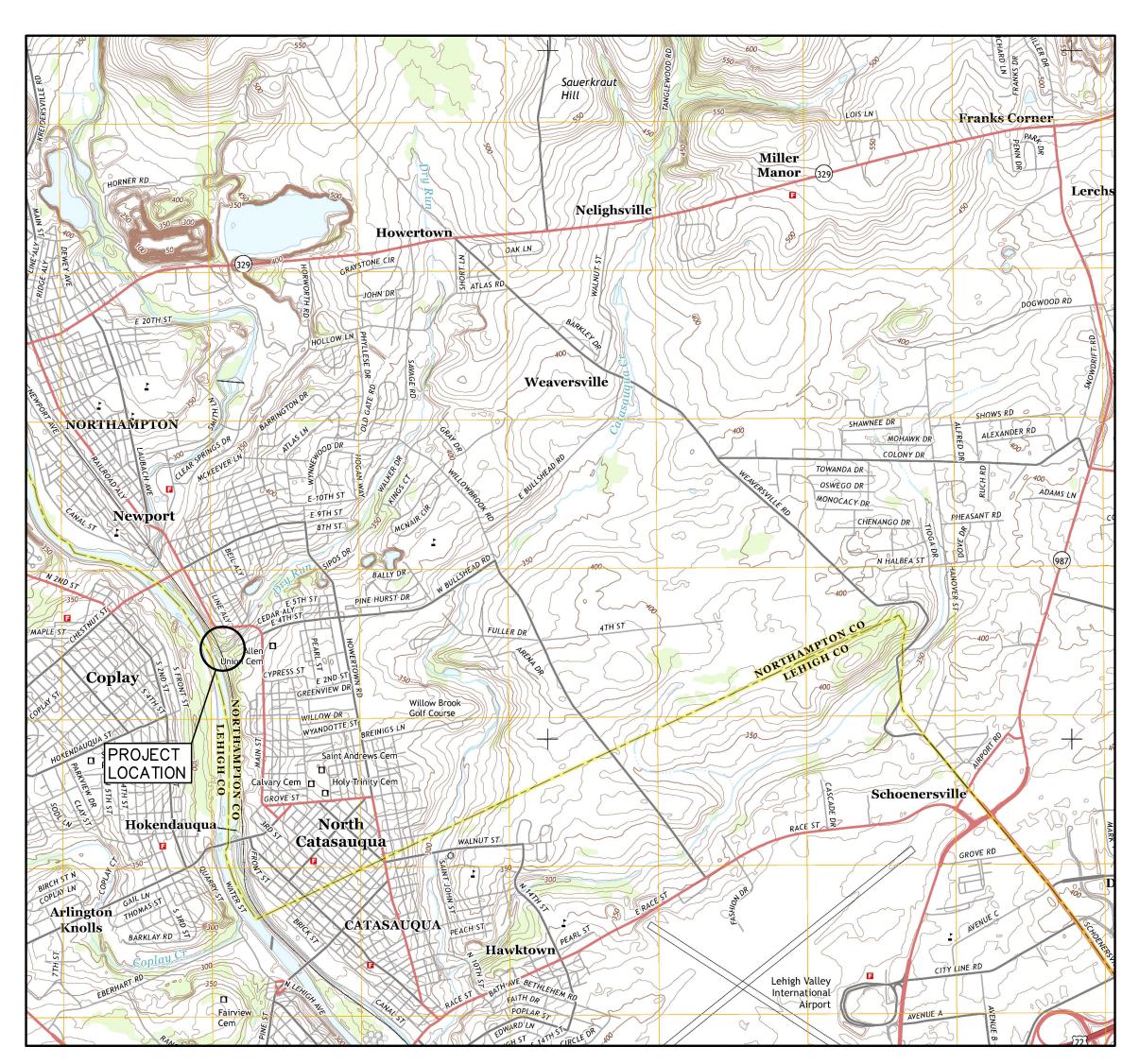
F

THE DELAWARE & LEHIGH HERITAGE TRAIL NORTHAMPTON BOROUGH, NORTHAMPTON COUNTY, PENNSYLVANIA

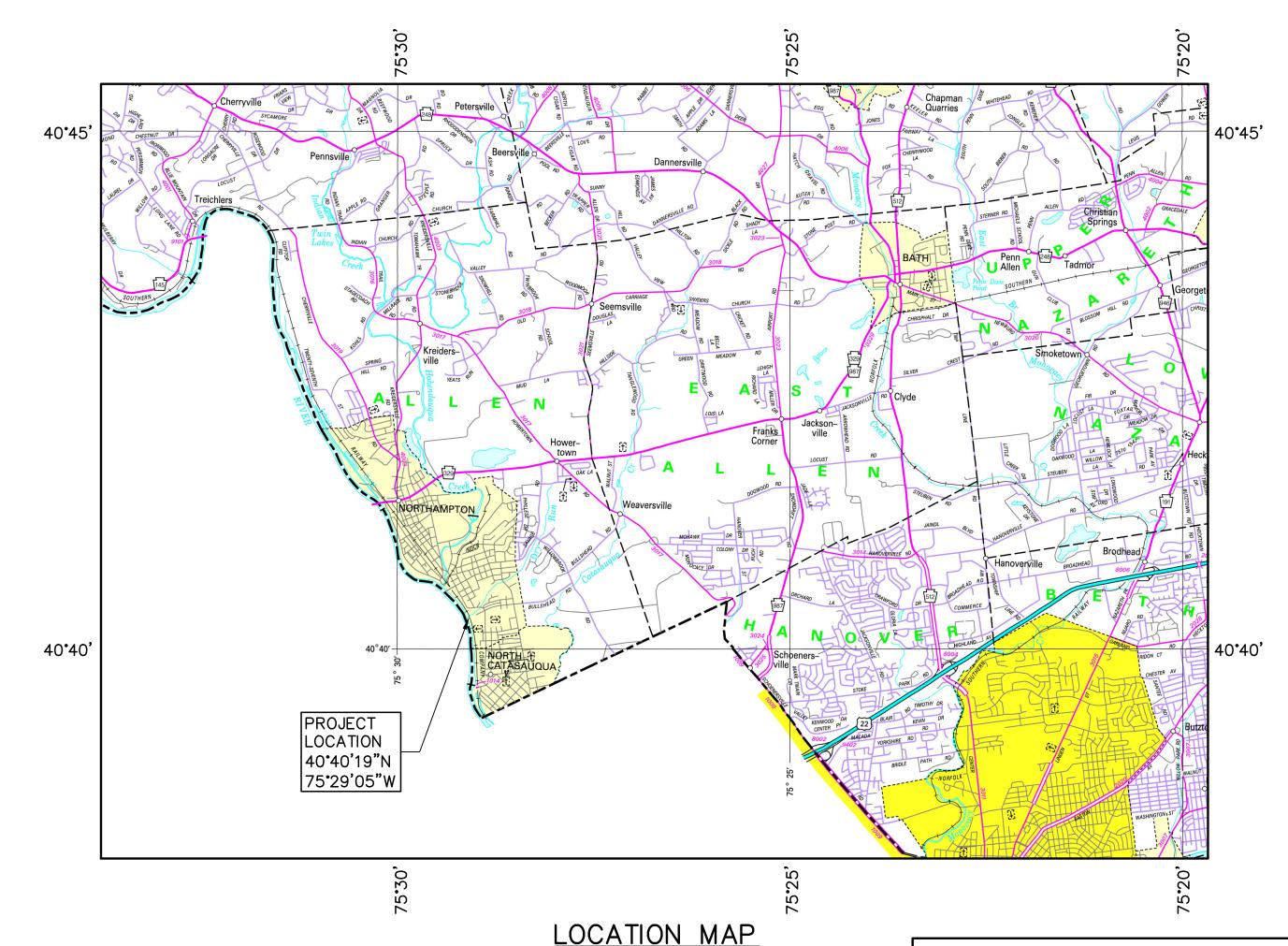


INDEX OF DRAWINGS

DESCRIPTION	SHEET
ESPC TITLE	1
ESPC PLAN	2
ESPC NOTES	3
ESPC DETAILS 1	4
ESPC DETAILS 2	5



SOURCE: CATASAUQUA 7.5 MINUTE QUADRANGLE 2000 0 2000



DISTURBANCE AREA

9,000 SF = 0.21 ACRES

RECEIVING WATERS

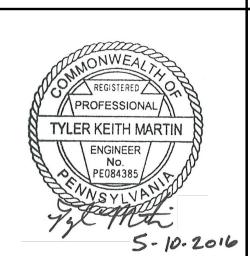
DRY RUN: CWF, MF

LEHIGH RIVER: TSF, MF

SOURCE: PENNDOT TYPE 10 MAP

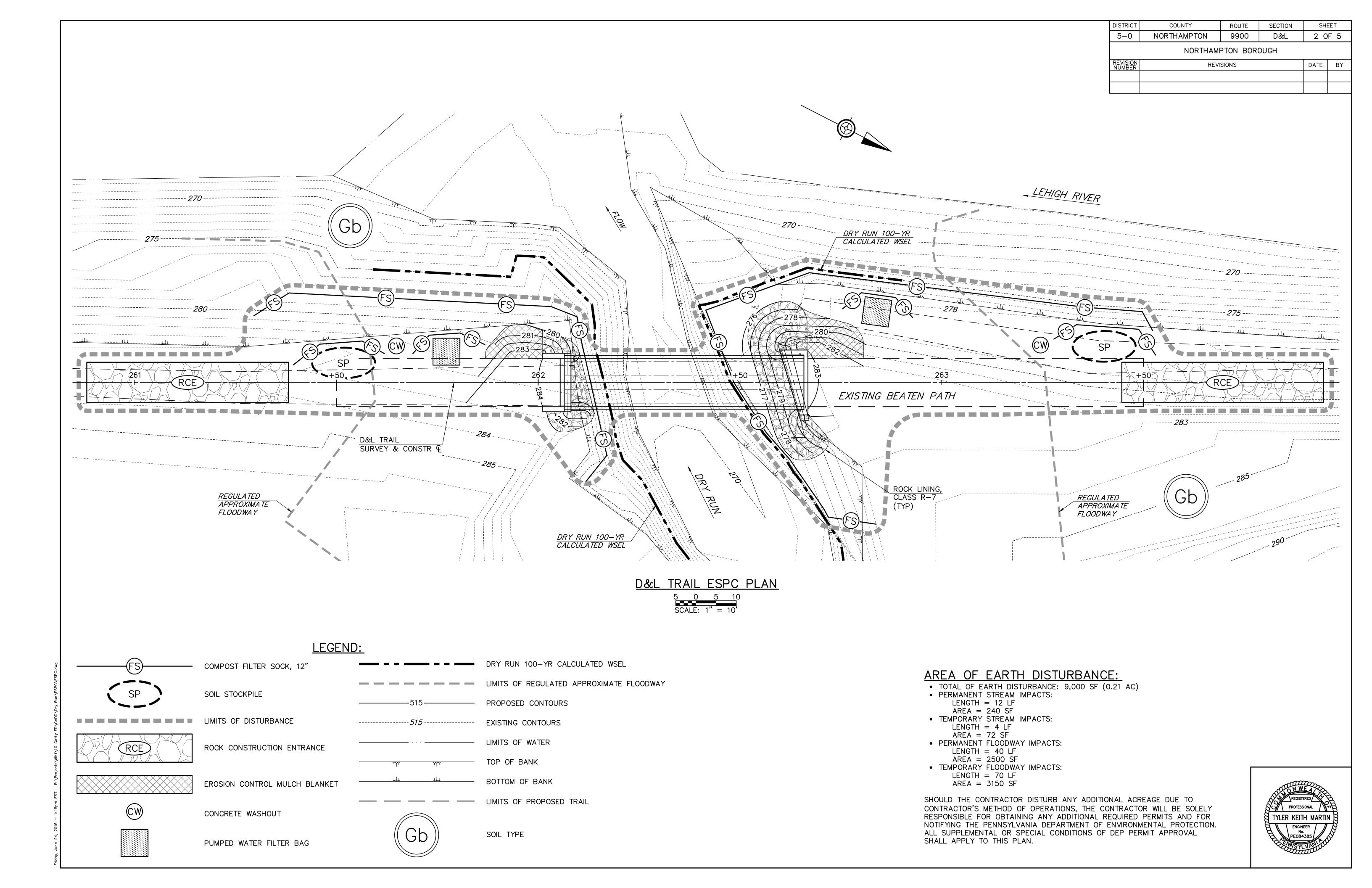
1 0 1
SCALE: 1" = 1 MILE

I HEREBY CERTIFY PURSUANT TO THE PENALTIES OF 18
PA. C.S.A. SEC. 4904 TO THE BEST OF MY KNOWLEDGE,
INFORMATION AND BELIEF, THAT THIS PLAN HAS BEEN
PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING
PRACTICE, IS TRUE AND CORRECT, AND IS IN
CONFORMANCE WITH PREVAILING GOVERNING LAWS.



WILSON CONSULTING GROUP, PC
100 OLD SCHOOLHOUSE LANE
MECHANICSBURG, PA 17055
PHONE 717.591.3070 FAX 717.591.3071
WWW.WCG-PC.COM

PREPARED BY:



DEP EROSION & SEDIMENT CONTROL PLAN STANDARD NOTES

- 1. ALL EARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS SHALL BE DONE IN ACCORDANCE WITH THE APPROVED E&S PLAN. A COPY OF THE APPROVED DRAWINGS MUST BE AVAILABLE AT THE PROJECT SITE AT AL TIMES. THE NORTHAMPTON COUNTY CONSERVATION DISTRICT SHALL BE NOTIFIED OF ANY CHANGES TO THE APPROVED PLAN PRIOR TO IMPLEMENTATION OF THOSE CHANGES. THE NORTHAMPTON COUNTY CONSERVATION DISTRICT MAY REQUIRE THE WRITTEN SUBMITTAL OF THOSE CHANGES FOR REVIEW AND APPROVAL AT ITS DISCRETION.
- 2. AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING CLEARING AND GRUBBING, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNER, AND APPROPRIATE MUNICIPAL OFFICIALS, THE E&S PLAN PREPARER, THE E&S PLAN PREPARER, THE LICENSED PROFESSIONAL RESPONSIBLE FOR OVERSIGHT OF CRITICAL STAGES OF IMPLEMENTATION OF THE E&S PLAN, AND A REPRESENTATIVE FROM THE NORTHAMPTON COUNTY CONSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING.
- 3. AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
- 4. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM THE NORTHAMPTON COUNTY CONSERVATION DISTRICT.
- 5. AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL.
- 6. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE.
 GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMPs
- SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR SEQUENCE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS E&S PLAN.

 7. AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS OR INTO WATERS OF THE COMMONWEALTH. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN.
- 8. TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED AT THE LOCATION(S) SHOWN ON THE PLAN MAP(S) IN THE AMOUNT NECESSARY TO COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS THAT ARE TO BE STABILIZED BY VEGETATION. EACH STOCKPILE SHALL BE PROTECTED IN THE MANNER SHOWN ON THE PLAN DRAWINGS. STOCKPILE HEIGHTS SHALL NOT EXCEED 35 FEET. STOCKPILE SLOPES SHALL BE 2H: 1V OR FLATTER.
- 9. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE NORTHAMPTON COUNTY CONSERVATION DISTRICT.
- 10. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1, AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
- 11. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND BE FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.
- 12. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.
- 13. ALL PUMPING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN, OVER UNDISTURBED VEGETATED AREAS.
- 14. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPs SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPs AFTER EACH RUNOFF EVENT AND ON WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND RENETTING MUST BE PERFORMED IMMEDIATELY. IF THE E&S BMPs FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPs, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.
- 15. A LOG SHOWING DATES THAT E&S BMPs WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION.
- 16. SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEPT INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.
- 17. ALL SEDIMENT REMOVED FROM BMPs SHALL BE DISPOSED OF IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS.
- 18. AREAS WITH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 TO 5 INCHES 6 TO 12 INCHES ON COMPACTED SOILS PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING. FILL OUTSLOPES SHALL HAVE A MINIMUM OF 2 INCHES OF TOPSOIL.
- 19. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ECT. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.
- 20. ALL EARTHEN FILLS SHALL BE PLACED IN COMPACTED LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.
- 21. FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOD, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD
- INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.
- 22. FROZEN MATERIALS OR SOFT, MUCKY OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS
- 23. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.
- 24. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.
- 25. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY UPON REACHING FINISHED GRADE. CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILLS NEED NOT BE VEGETATED. SEEDED AREAS WITHIN 50 FEET OF A SURFACE WATER OR AS OTHERWISE SHOWN ON THE PLAN DRAWINGS, SHALL BE BLANKETED ACCORDING TO THE STANDARDS OF THIS PLAN.
- 26. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OPERATOR SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING MONTHS, MULCH OR PROTECTIVE BLANKETING SHALL BE APPLIED AS DESCRIBED IN THE PLAN. AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR, MAY BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY STABILIZATION SPECIFICATIONS. THOSE AREAS WHICH WILL NOT BE REACTIVATED WITHIN 1 YEAR SHALL BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS.
- 27. PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM, PERENNIAL 70% VEGETATIVE COVER OR OTHER PERMANENT NON—VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION. CUT AND FILL SLOPES SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING. OR OTHER MOVEMENTS.
- 28. E&S BMPs SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT.
- 29. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE NORTHAMPTON COUNTY CONSERVATION DISTRICT FOR AN INSPECTION PRIOR TO REMOVAL/CONVERSION OF THE E&S BMPs.
- 30. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPs MUST BE REMOVED OR CONVERTED TO PERMANENT POST CONSTRUCTION STORMWATER MANAGEMENT BMPs. AREAS DISTURBED DURING REMOVAL OR CONVERSION OF THE BMPs SHALL BE STABILIZED IMMEDIATELY. IN ORDER TO ENSURE RAPID REVEGETATION OF DISTURBED AREAS, SUCH REMOVAL CONVERSIONS ARE TO BE DONE ONLY DURING THE GERMINATING SEASON.
- 31. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE NORTHAMPTON COUNTY CONSERVATION DISTRICT TO SCHEDULE A FINAL INSPECTION.
- 32. FAILURE TO CORRECTLY INSTALL E&S BMPs, FAILURE TO PREVENT SEDIMENT—LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BMPs MAY RESULT IN ADMINISTRATIVE, CIVIL, AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY THE DEPARTMENT AS DEFINED IN SECTION 602 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES, UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.
- 33. FILTER SOCK, 12" SHALL BE USED DOWN SLOPE OF ALL DISTURBED AREAS. PUMPED WATER FILTER BAGS SHALL BE USED AT EACH ABUTMENT TO DEWATER IF REQUIRED. THE EROSION CONTROL MULCH BLANKET SHALL BE USED IN ANY AREAS STEEPER THAN 3:1 AND WITHIN 50' OF STREAMS OR 100' OF SPECIAL PROTECTION WATERSHEDS. ROCK CONSTRUCTION ENTRANCES SHALL BE USED AT EACH APPROACH OR AS REQUIRED. CONCRETE WASHOUTS SHALL BE IN PLACE AT EACH ABUTMENT.
- 34. EROSION CONTROL MULCH BLANKET SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS FOR STEEPNESS AND LENGTH.
- 35. THERE ARE NOT ANY NATURALLY OCCURRING GEOLOGIC FORMATIONS OR SOIL CONDITIONS THAT HAVE THE POTENTIAL TO CAUSE POLLUTION.
- 36. THERMAL IMPACTS HAVE BEEN MINIMIZED DURING CONSTRUCTION BY DIRECTION RUNOFF TOWARDS FILTER SOCK WHICH ALLOW FOR SOME INFILTRATION AND BY PROVIDING TEMPORARY AND PERMANENT SEEDING WHICH WILL INCREASE INFILTRATION.
- 37. THE PAST, PRESENT, AND PROPOSED LAND USES FOR THIS BRIDGE HAVE BEEN AND WILL REMAIN TRANSPORTATION RELATED.

DISTRICT	COUNTY	ROUTE	SECTION	SHI	EET			
5-0	NORTHAMPTON	9900	D&L	3 0	F 5			
NORTHAMPTON BOROUGH								
REVISION REVISIONS					BY			

STAGING OF CONSTRUCTION

- 1. DELINEATE ALL LIMITS OF WORK AND RIGHT-OF-WAY LINES. FIELD MARK THE LIMITS OF DISTURBANCE.
- 2. INSTALL ROCK CONSTRUCTION ENTRANCES, COMPOST FILTER SOCK, CONCRETE WASHOUTS, AND PUMPED WATER FILTER BAGS AS INDICATED ON THE PLANS.
- 3. EXCAVATE AND CONSTRUCT THE PROPOSED SOUTH ABUTMENT. EXCAVATE AND CONSTRUCT THE PROPOSED CAP ON THE EXISTING NORTH ABUTMENT.
- 4. BACKFILL ABUTMENTS AND PLACE ROCK PROTECTION
- 5. PERFORM PROPOSED STRUCTURE WORK.
- 6. CONSTRUCT TEMPORARY APPROACH TRAIL AND PERFORM SHOULDER GRADING AS INDICATED ON THE PLANS AND REMOVE ROCK CONSTRUCTION ENTRANCES.
- 7. PLACE PERMANENT SEEDING, EROSION CONTROL MULCH BLANKET, AND SOIL SUPPLEMENTS ON ALL DISTURBED AREAS AND STABILIZE. REMOVE ALL EROSION AND SEDIMENT POLLUTION CONTROL DEVICES UPON STABILIZATION.

TEMPORARY SEEDING AND MULCHING

1. PROVIDE THE FOLLOWING SEEDING MIXTURE (REFER TO PUB. 408, SECTION 804 FOR SEED SPECIES):

FORMULA E:
APPLICATION RATE (LB/1000SY): 10
FERTILIZER TYPE: 10-20-20
FERTILIZER RATE (LB/1000SY): 140
LIMING TYPE: AGRICULTURAL GRADE
LIMING RATE (LB/1000SY): 800
MULCHING TYPE: STRAW OR HAY
MULCHING RATE: (LB/1000SY) 1200
SEEDING DATES: ANYTIME

- 2. REFER TO PUB. 408, SECTION 804 FOR SITE PREPARATION, SEEDING METHODS, WEED CONTROL, ETC.
- 3. INSPECT SEEDED AREAS WEEKLY AND AFTER EACH RAINFALL EVENT, ERODED AREAS ARE TO HAVE TOPSOIL REPLACED, SEED RESOWN AND MULCH REAPPLIED.
- 4. REFER TO PUB. 408, SECTION 805 FOR THE REQUIREMENTS FOR FURNISHING, PLACING, ANCHORING AND MAINTAINING MULCH COVER.
- 5. STRAW MULCH WILL BE APPLIED OVER SEEDED AREAS NO LATER THAN 48 HOURS AFTER SEEDING.
- 6. SPREAD MULCH UNIFORMLY, IN A CONTINUOUS BLANKET.
- 7. MULCH MAY BE SPREAD BY HAND OR WITH AN ACCEPTABLE MECHANICAL BLOWER.

PERMANENT SEEDING AND MULCHING

1. PROVIDE THE FOLLOWING SEEDING MIXTURE (REFER TO PUB. 408, SECTION 804 FOR SEED SPECIES):

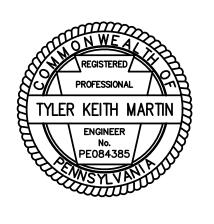
FORMULA D:
APPLICATION RATE (LB/1000SY): 21
FERTILIZER TYPE: 10-20-20
FERTILIZER RATE (LB/1000SY): 140
LIMING TYPE: AGRICULTURAL GRADE
LIMING RATE (LB/1000SY): 800
MULCHING TYPE: STRAW OR HAY
MULCHING RATE: (LB/1000SY) 1200
SEEDING DATES: 3/15 TO 6/1
AND 8/1 TO 10/15

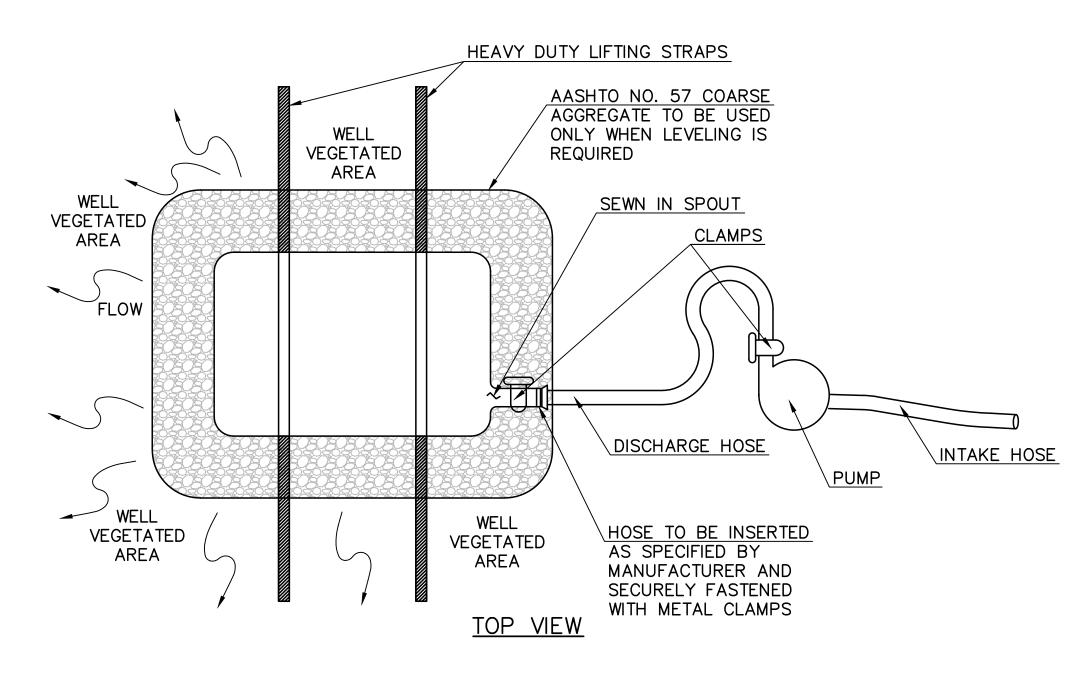
- 2. REFER TO PUB. 408, SECTION 804 FOR SITE PREPARATION, SEEDING METHODS, WEED CONTROL, ETC.
- 3. INSPECT SEEDED AREAS WEEKLY AND AFTER EACH RAINFALL EVENT, ERODED AREAS ARE TO HAVE TOPSOIL REPLACED, SEED RESOWN AND MULCH REAPPLIED.
- 4. REFER TO PUB. 408, SECTION 805 FOR THE REQUIREMENTS FOR FURNISHING, PLACING, ANCHORING AND MAINTAINING MULCH COVER.
- 5. STRAW MULCH WILL BE APPLIED OVER SEEDED AREAS NO LATER THAN 48 HOURS AFTER SEEDING.
- 6. SPREAD MULCH UNIFORMLY, IN A CONTINUOUS BLANKET.
- 7. MULCH MAY BE SPREAD BY HAND OR WITH AN ACCEPTABLE MECHANICAL BLOWER.

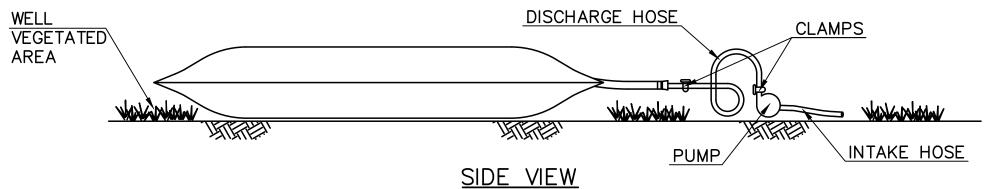
SOILS INFORMATION								
SYMBOL	NAME	LIMITATIONS						
STWIDOL		LOCAL ROADS, STREETS	SHALLOW EXCAVATIONS	LAWNS, AND LANDSCAPING				
Gb	GILBRALTAR SILT LOAM	VERY LIMITED FROST ACTION (1.00) LOW STRENGTH (1.00) FLOODING (0.40)	SOMEWHAT LIMITED DEPTH TO SATURATED ZONE (0.61) DUSTY (0.03) UNSTABLE EXCAVATION WALLS (0.01)	SOMEWHAT LIMITED LOW EXCHANGE CAPACITY (0.75) DUSTY (0.03)				

• ONSITE INVESTIGATION MAY BE NEEDED TO VALIDATE THE INTERPRETATIONS IN THIS TABLE AND TO CONFIRM THE IDENTITY OF THE SOIL ON A GIVEN SITE. THE NUMBERS IN PARENTHESIS RANGE FROM 0.01 TO 1.00. THE LARGER THE VALUE, THE GREATER THE POTENTIAL LIMITATION. THE TABLE SHOWS ONLY THE TOP FIVE LIMITATIONS FOR ANY GIVEN SOIL. THE SOIL MAY HAVE ADDITIONAL LIMITATIONS.

• THE SOIL LIMITATIONS HAVE BEEN ADDRESSED IN DESIGN. FROST ACTION HAS BEEN ADDRESSED BY LOCATING THE FOUNDATIONS BELOW FROST DEPTH. LOW STRENGTH HAS BEEN ADDRESSED BY SPREAD FOOTINGS. FLOODING HAS BEEN ADDRESSED BY ROCK PROTECTION AND WORKING DURING LOW FLOW. DEPTH TO SATURATED ZONE HAS BEEN ADDRESSED BY HAVING PUMPED WATER BAGS ON SITE. LOW EXCHANGE CAPACITY WILL NOT BE AN ISSUE WITH THIS PROJECT. UNSTABLE EXCAVATION WALLS WILL BE ADDRESSED BY CONTRACTOR WORKINGS WITHIN OSHA GUIDELINES. DUST WILL NOT BE AN ISSUE BASED ON LOCATION.







NOTES

- 1. LOCATE BAG IN LEVEL AREAS (LESS THAN 5% GRADE). WHEN LEVEL AREAS ARE NOT AVAILABLE, PLACE AASHTO NO 57. COARSE AGGREGATE TO LEVEL THE BAG.
- 2. LOCATE BAG IN A WELL VEGETATED AREA. DISCHARGE ONTO A STABLE, EROSION RESISTANT AREA. WHEN VEGETATED AREA IS NOT AVAILABLE, PROVIDE A GEOTEXTILE (CLASS 4, TYPE A) LINED FLOW PATH TO A STABLE EROSION RESISTANT RECEIVING WATER COURSE OR A WELL VEGETATED AREA.
- 3. LOCATE BAG IN AN AREA ACCESSIBLE BY EQUIPMENT FOR MAINTENANCE AND REMOVAL PURPOSES.
- 4. DO NOT INSERT MORE THAN ONE HOSE INTO A BAG.
- 5. REPLACE THE BAG WHEN 50% OF THE SEDIMENT CAPACITY HAS BEEN FILLED AND/OR WHEN THERE IS A FAILURE.
- 6. REMOVE AND PROPERLY DISPOSE OF THE PUMPED WATER FILTER BAGS. RESTORE THE AREA IN ACCORDANCE WITH THE SPECIFICATIONS IN PUBLICATION 408. DO NOT CUT FILTER BAG OR DISTRIBUTE AND SEED SEDIMENT.
- 7. DO NOT PERMIT DISCHARGE FROM THE BAG TO DRAIN BACK INTO WORK OR ACCESS AREAS OF THE PROJECT.

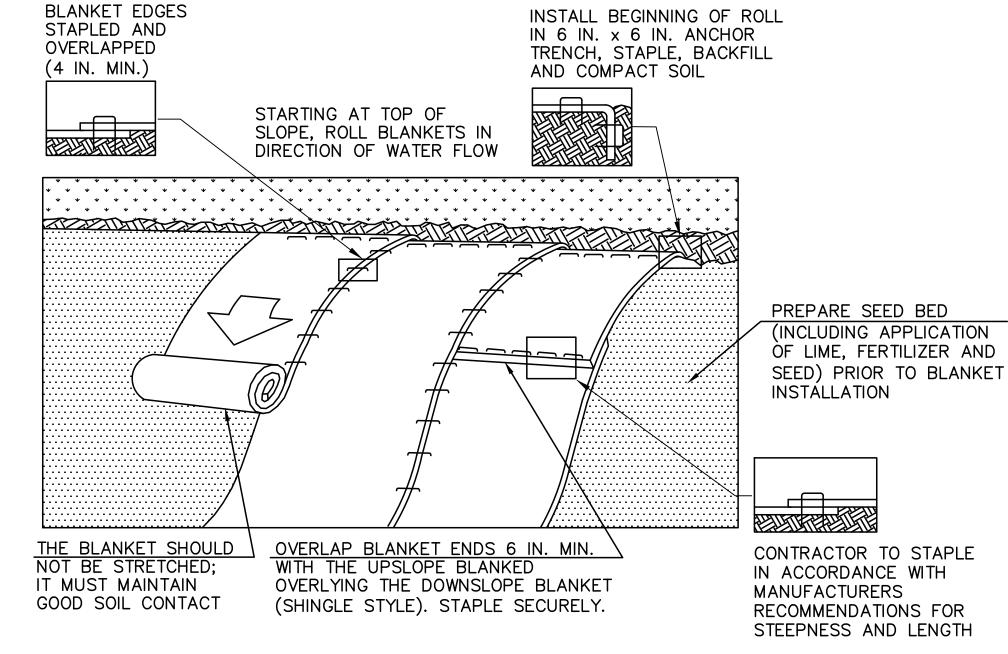
PUMPED WATER FILTER BAG NOT TO SCALE

DISTRICT COUNTY ROUTE SECTION SHEET

5-0 NORTHAMPTON 9900 D&L 4 OF 5

NORTHAMPTON BOROUGH

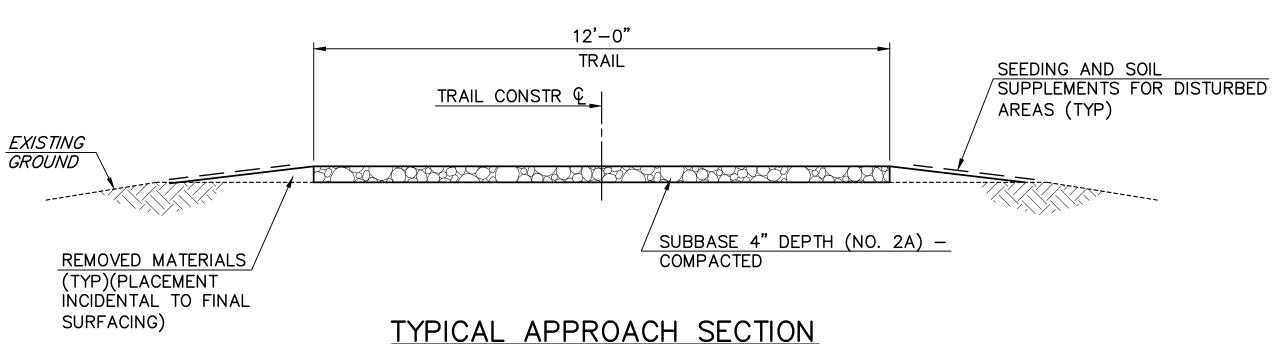
REVISION REVISIONS DATE BY



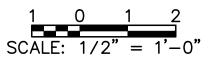
<u>NOTES</u>

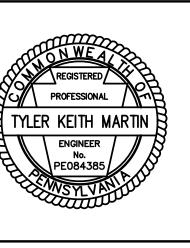
- 1. SEED AND SOIL AMENDMENTS SHALL BE APPLIED ACCORDING TO THE RATES IN THE PLAN DRAWINGS PRIOR TO INSTALLING THE BLANKET.
- 2. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH PUB. 408 SECTION 806.
- 3. PROVIDE ANCHOR TRENCH AT TOE OF SLOPE IN SIMILAR FASHION AS AT TOP OF SLOPE.
- 4. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS, AND GRASS.
- 5. BLANKET SHALL HAVE GOOD CONTINUOUS CONTACT WITH UNDERLYING SOIL THROUGHOUT ENTIRE LENGTH. LAY BLANKET LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH SOIL. DO NOT STRETCH BLANKET.
- 6. THE BLANKET SHALL BE STAPLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS FOR STEEPNESS AND LENGTH.
- 7. BLANKETED AREAS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT UNTIL PERENNIAL VEGETATION IS ESTABLISHED TO A MINIMUM UNIFORM 70% COVERAGE THROUGHOUT THE BLANKETED AREA. DAMAGED OR DISPLACED BLANKETS SHALL BE RESTORED OR REPLACED WITHIN 4 CALENDAR DAYS

ROLLED EROSION CONTROL PRODUCT NOT TO SCALE

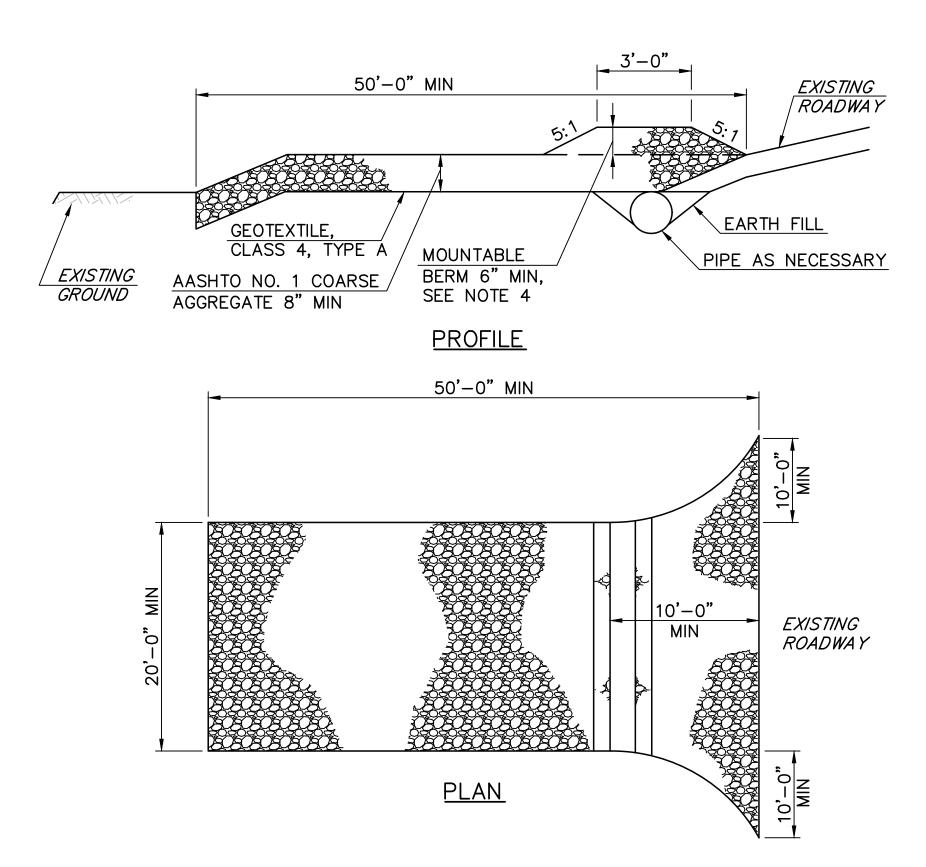


(CONTRACTOR TO ROUGH GRADE APPROACHES)





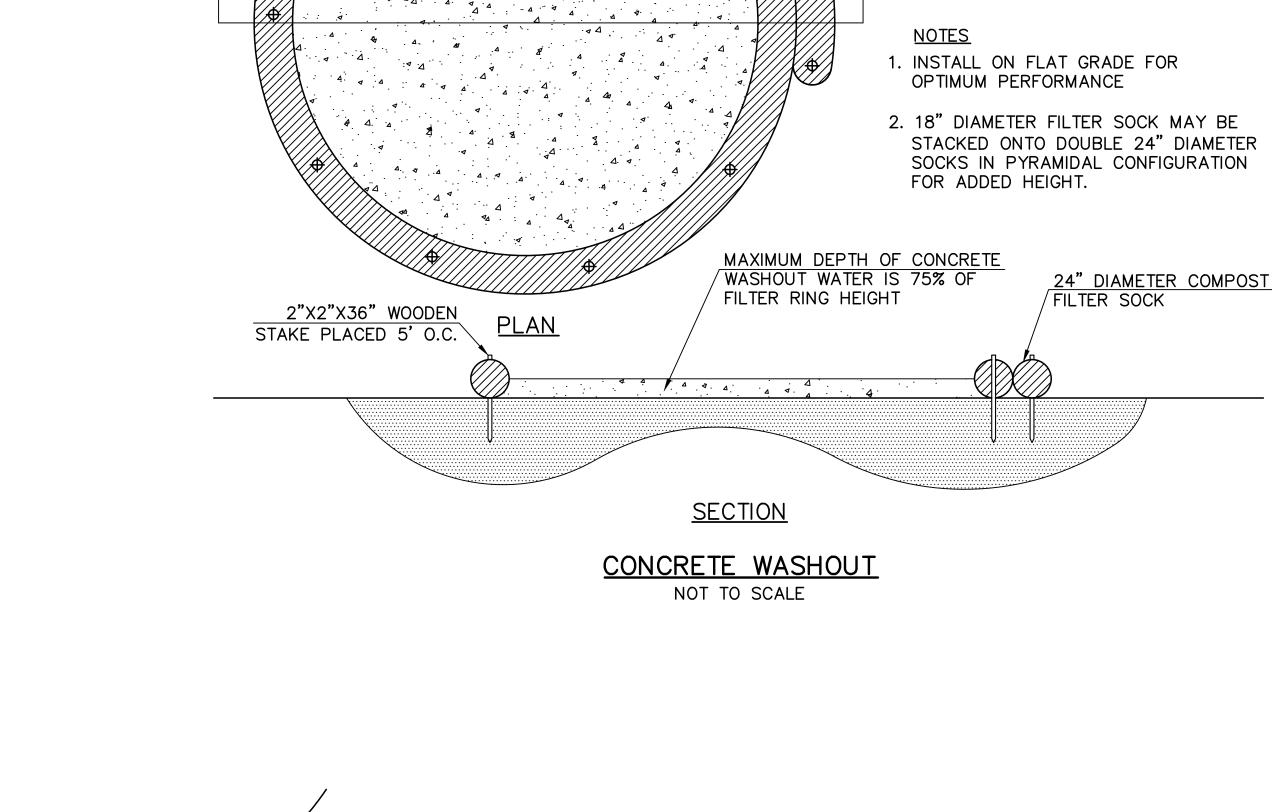
DISTRICT	COUNTY	ROUTE	SECTION	SHI	EET			
5-0	NORTHAMPTON	9900	D&L	5 0	F 5			
NORTHAMPTON BOROUGH								
REVISION NUMBER		DATE	BY					



<u>NOTES</u>

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

ROCK CONSTRUCTION ENTRANCE NOT TO SCALE



COMPOST FILTER SOCK,

DISTURBED

AREA

LOOSE COMPOST

12" DIAMETER

_FLOW

STAKES ON 10'-0"

CENTERS MAX

2"X2"X36" WOODEN
STAKE PLACED 5' O.C.

DISTURBED

AREA

UNDISTURBED

AREA

<u>PLAN</u>

O

12" DIAMETER

COMPOST FILTER SOCK,

12" COMPOST FILTER SOCK
NOT TO SCALE

SECTION

<u>NOTES</u>

2" X 2" WOOD STAKE

UNDISTURBED

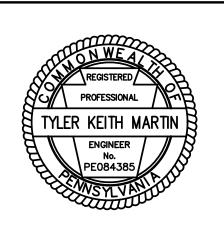
AREA

DIRECT CONCRETE WASHOUT WATER INTO FILTER RING

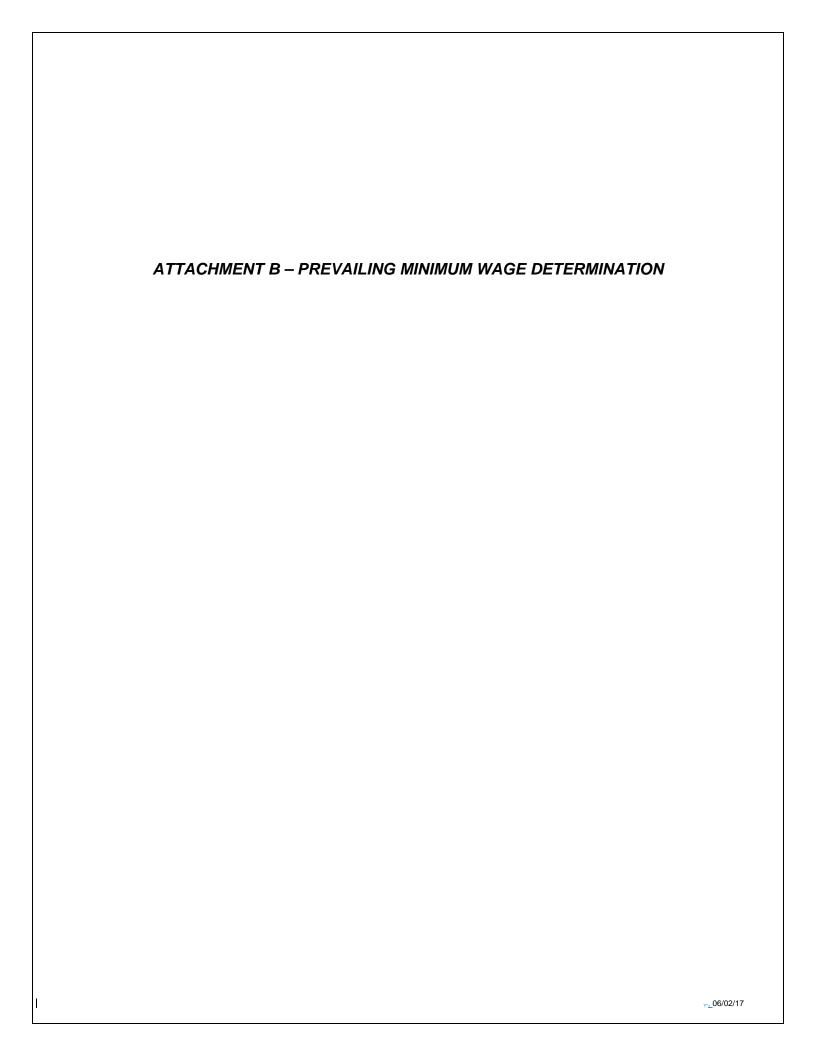
FILTER SOCK. 4' MIN. OVERLAP ON UPSLOPE SIDE OF FILTER

24" DIAMETER COMPOST

- 1. REMOVE DEPOSITS WHEN SEDIMENT ACCUMULATION IS ONE HALF THE HEIGHT OF THE EXPOSED 12" COMPOST FILTER SOCK.
- 2. PLACE COMPOST FILTER SOCK ON LEVEL GRADE. EXTEND BOTH ENDS OF THE COMPOST FILTER SOCK AT LEAST 8'-0" UPSLOPE AT 45 DEGREES TO THE MAIN ALIGNMENT.
- 3. REPLACE BIODEGRADABLE FILTER SOCK AFTER 6 MONTHS; PHOTODEGRADABLE AFTER 12 MONTHS.
- 4. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY THE DEPARTMENT REPRESENTATIVE.



June 24, 2016 — 1:15pm EST - F:\Projects\dlht\10 Catty FD\CADD\Dry Run\ESPC\



Project Name:	Dry Run Bedestrian Bridge
Awarding Agency:	Delaware & Lehigh National Heritage Corridor, Inc.
Contract Award Date:	7/10/2017
Serial Number:	17-04311
Project Classification:	Building
Determination Date:	6/2/2017
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Northampton County

Project: 17-04311 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2017		\$33.90	\$24.61	\$58.51
Asbestos & Insulation Workers	6/27/2016		\$32.00	\$25.51	\$57.51
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2016		\$27.52	\$18.22	\$45.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	1/1/2017		\$44.26	\$33.36	\$77.62
Boilermakers	1/1/2016		\$42.26	\$33.36	\$75.62
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$33.80	\$18.56	\$52.36
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2020		\$35.19	\$19.27	\$54.46
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$33.24	\$18.22	\$51.46
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2016		\$32.39	\$17.46	\$49.85
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$32.77	\$17.89	\$50.66
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$36.01	\$25.54	\$61.5
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018		\$37.33	\$25.54	\$62.8
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019		\$38.76	\$25.54	\$64.3
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		\$35.68	\$24.79	\$60.4
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018		\$33.94	\$25.54	\$59.4
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019		\$35.24	\$25.54	\$60.7
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$32.74	\$25.54	\$58.2
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$32.44	\$24.79	\$57.2
Carpenter - Rodman (Surveying & Layout)	5/1/2018		\$27.15	\$20.35	\$47.5
Carpenter - Rodman (Surveying & Layout)	5/1/2019		\$28.19	\$20.35	\$48.5
Carpenter - Rodman (Surveying & Layout)	5/1/2016		\$25.95	A THE STANDARD CO.	\$46.0
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$26.19		\$46.5
Carpenters	5/1/2019		\$35.24		\$60.7
Carpenters	5/1/2018		\$33.94		\$59.4
Carpenters	5/1/2017		\$32.74		\$58.2
Cement Masons	5/1/2015		\$27.80		\$49.2
DockBuilder/Pile Drivers (Building, Heavy & Highway)	7/1/2011		\$38.15		\$66.4
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2015		\$41.65		\$72.9
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	5/1/2016		\$43.45		\$75.2
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	5/1/2015		\$41.65		\$72.5 \$45.5
Drywall Finisher	5/1/2017		\$27.31		\$45. \$44.
Drywall Finisher	5/1/2016		\$27.3		
Electric Lineman	5/30/2017		\$44.22		\$68.
Electric Lineman	5/28/2018		\$45.25		\$70.
Electric Lineman	5/28/2019		\$46.33	2 \$25.97	\$72. Department

Commonwealth of Pennsylvania Report Date: 6/2/2017

Department of Labor & Industry Page 2 of 10

Project: 17-04311 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Electricians & Telecommunications Installation Technician	5/30/2016		\$53.37	\$30.16	\$83.
Electricians & Telecommunications Installation Technician	5/29/2017		\$54.62	\$30.86	\$85.
Electricians & Telecommunications Installation Technician	5/28/2018		\$55.93	\$31.60	\$87.
Elevator Constructor	1/1/2016		\$45.04	\$30.28	\$75.
Floor Layer	5/1/2017		\$32.72	\$26.31	\$59.0
Glazier	5/1/2018		\$35.69	\$18.35	\$54.
Glazier	5/1/2017		\$34.69	\$18.05	\$52.7
Glazier	5/1/2015		\$34.36	\$15.33	\$49.0
Glazier	5/1/2016		\$33.69	\$17.50	\$51.
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2016		\$32.30	\$27.65	\$59.9
Laborers (Class 01 - See notes)	5/1/2020		\$25.39	\$20.79	\$46.1
Laborers (Class 01 - See notes)	5/1/2017		\$25.39	\$17.34	\$42.7
Laborers (Class 01 - See notes)	5/1/2019		\$25.39	\$19.59	\$44.9
Laborers (Class 01 - See notes)	5/1/2016		\$24.54	\$17.14	\$41.6
Laborers (Class 01 - See notes)	5/1/2018		\$25.39	\$18.44	\$43.8
Laborers (Class 02 - See notes)	5/1/2018		\$26.42	\$18.44	\$44.8
Laborers (Class 02 - See notes)	5/1/2020		\$26.42	\$20.79	\$47.2
Laborers (Class 02 - See notes)	5/1/2017		\$26.42	\$17.34	\$43.7
Laborers (Class 02 - See notes)	5/1/2019		\$26.42	\$19.59	\$46.0
Laborers (Class 02 - See notes)	5/1/2016	OF TAKES O	\$25.57	\$17.14	\$42.7
Laborers (Class 03 - See notes)	5/1/2019		\$26.19	\$19.77	\$45.96
Laborers (Class 03 - See notes)	5/1/2017		\$26.19	\$17.52	\$43.7
Laborers (Class 03 - See notes)	5/1/2018		\$26.19	\$18.62	\$44.8
Laborers (Class 03 - See notes)	5/1/2020		\$26.74	\$20.97	\$47.71
_aborers (Class 03 - See notes)	5/1/2016		\$25.34	\$17.32	\$42.66
aborers (Class 04 - See notes)	5/1/2020		\$26.74	\$20.97	\$47.71
_aborers (Class 04 - See notes)	5/1/2019		\$26.19	\$19.77	\$45.96
aborers (Class 04 - See notes)	5/1/2017	To the part of	\$26.19	\$17.52	\$43.71
aborers (Class 04 - See notes)	5/1/2016		\$25.34	\$17.32	and the second
aborers (Class 04 - See notes)	5/1/2018		\$26.19	\$17.52	\$42.66 \$44.81
aborers (Class 05 - See notes)	5/1/2018		\$28.19	\$18.62	\$46.81
aborers (Class 05 - See notes)	5/1/2017		\$28.19	\$17.52	\$45.71
aborers (Class 05 - See notes)	5/1/2016		\$27.34	\$17.32	\$44.66
aborers (Class 05 - See notes)	5/1/2019		\$28.19	\$17.32	\$47.96
aborers (Class 05 - See notes)	5/1/2020		\$27.99	\$20.97	\$48.96
aborers (Class 06 - See notes)	5/1/2016		\$25.89	\$17.14	\$43.03
aborers (Class 06 - See notes)	5/1/2018		\$26.74	\$18.44	\$45.18
aborers (Class 06 - See notes)	5/1/2020		\$26.74	\$20.79	\$47.53
aborers (Class 06 - See notes)	5/1/2019		\$26.74	\$19.59	\$46.33
aborers (Class 06 - See notes)	5/1/2017		\$26.74	\$17.34	\$44.08
arble Mason	5/1/2018		\$29.87	\$17.84	\$47.71
arble Mason mmonwealth of Pennsylvania	5/1/2019		\$30.53	\$18.18	\$48.71

Department of Labor & Industry Page 3 of 10

Project: 17-04311 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Marble Mason	5/1/2020		\$31.18	\$18.53	\$49.71
Marble Mason	5/1/2021		\$31.82	\$18.89	\$50.71
Marble Mason	5/1/2017		\$29.20	\$17.51	\$46.71
Millwright	7/1/2016	77 7 1600	\$37.89	\$29.19	\$67.08
Operators (Building, Class 01 - See Notes)	5/1/2018		\$36.78	\$25.03	\$61.81
Operators (Building, Class 01 - See Notes)	5/1/2020		\$39.87	\$25.94	\$65.81
Operators (Building, Class 01 - See Notes)	5/1/2019		\$38.32	\$25.49	\$63.81
Operators (Building, Class 01 - See Notes)	5/1/2021		\$41.41	\$26.40	\$67.81
Operators (Building, Class 01 - See Notes)	5/1/2017		\$35.24	\$24.58	\$59.82
Operators (Building, Class 01 - See Notes)	5/1/2016		\$34.46	\$23.35	\$57.81
Operators (Building, Class 01A - See Notes)	5/1/2020		\$42.12	\$26.60	\$68.72
Operators (Building, Class 01A - See Notes)	5/1/2016		\$36.71	\$24.01	\$60.72
Operators (Building, Class 01A - See Notes)	5/1/2021		\$43.66	\$27.06	\$70.72
Operators (Building, Class 01A - See Notes)	5/1/2019		\$40.57	\$26.15	\$66.72
Operators (Building, Class 01A - See Notes)	5/1/2018		\$39.03	\$25.69	\$64.72
Operators (Building, Class 01A - See Notes)	5/1/2017		\$37.49	\$25.23	\$62.72
Operators (Building, Class 02 - See Notes)	5/1/2021		\$41.13	\$26.30	\$67.43
Operators (Building, Class 02 - See Notes)	5/1/2016		\$34.18	\$23.26	\$57.44
Operators (Building, Class 02 - See Notes)	5/1/2019		\$38.05	\$25.39	\$63.44
Operators (Building, Class 02 - See Notes)	5/1/2017		\$34.96	\$24.49	\$59.45
Operators (Building, Class 02 - See Notes)	5/1/2020		\$39.59	\$25.84	\$65.43
Operators (Building, Class 02 - See Notes)	5/1/2018		\$36.50	\$24.95	\$61.45
Operators (Building, Class 02A - See Notes)	5/1/2016	13	\$36.43	\$23.93	\$60.36
Operators (Building, Class 02A - See Notes)	5/1/2017		\$37.21	\$25.16	\$62.3
Operators (Building, Class 02A - See Notes)	5/1/2021		\$43.38	\$26.98	\$70.3
Operators (Building, Class 02A - See Notes)	5/1/2019		\$40.30	\$26.06	\$66.3
Operators (Building, Class 02A - See Notes)	5/1/2018		\$38.75	\$25.61	\$64.3
Operators (Building, Class 03 - See Notes)	5/1/2019		\$35.32	\$24.59	\$59.9
Operators (Building, Class 03 - See Notes)	5/1/2020		\$36.86	\$25.05	\$61.9
Operators (Building, Class 03 - See Notes)	5/1/2021		\$38.41		\$63.9
Operators (Building, Class 03 - See Notes)	5/1/2016		\$31.46	\$22.45	\$53.9
Operators (Building, Class 03 - See Notes)	5/1/2017		\$32.23		\$55.9
Operators (Building, Class 03 - See Notes)	5/1/2018		\$33.78	\$24.12	\$57.9
Operators (Building, Class 04 - See Notes)	5/1/2019		\$34.17	\$24.27	\$58.4
Operators (Building, Class 04 - See Notes)	5/1/2020		\$35.73		\$60.4
Operators (Building, Class 04 - See Notes)	5/1/2021		\$37.26		\$62.4
Operators (Building, Class 04 - See Notes)	5/1/2016		\$30.33		\$52.4
Operators (Building, Class 04 - See Notes)	5/1/2017		\$30.33		\$52.4
Operators (Building, Class 04 - See Notes)	5/1/2018		\$32.63		\$56.4
Operators (Building, Class 05 - See Notes)	5/1/2019		\$33.73		
Operators (Building, Class 05 - See Notes)	5/1/2020		\$35.2		
Operators (Building, Class 05 - See Notes)	5/1/2021		\$36.8		
Operators (Building, Class 05 - See Notes)	5/1/2017		\$29.8		
Operators (Building, Class 05 - See Notes)	5/1/2016		\$29.8	7 \$28.99	\$58.

Project: 17-04311 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 05 - See Notes)	5/1/2018		\$32.18	\$23.69	\$55.8
Operators (Building, Class 06 - See Notes)	5/1/2018		\$31.31	\$23.41	\$54.7
Operators (Building, Class 06 - See Notes)	5/1/2017		\$29.00	\$21.72	\$50.7
Operators (Building, Class 06 - See Notes)	5/1/2020		\$34.40	\$24.32	\$58.72
Operators (Building, Class 06 - See Notes)	5/1/2021		\$35.95	\$24.77	\$60.72
Operators (Building, Class 06 - See Notes)	5/1/2016		\$29.00	\$21.73	\$50.73
Operators (Building, Class 06 - See Notes)	5/1/2019		\$32.86	\$23.86	\$56.72
Operators (Building, Class 07A- See Notes)	5/1/2020		\$48.00	\$29.77	\$77.77
Operators (Building, Class 07A- See Notes)	5/1/2016		\$41.36	\$26.81	\$68.17
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		\$46.15	\$29.22	\$75.37
Operators (Building, Class 07A- See Notes)	5/1/2021		\$49.86	\$30.31	\$80.17
Operators (Building, Class 07B- See Notes)	5/1/2021		\$49.51	\$30.20	\$79.71
Operators (Building, Class 07B- See Notes)	5/1/2020		\$47.65	\$29.67	\$77.32
Operators (Building, Class 07B- See Notes)	5/1/2016		\$41.02	\$26.70	\$67.72
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		\$45.80	\$29.12	\$74.92
Operators (Heavy, Class 01 - See Notes)	5/1/2016		\$33.06	\$22.92	\$55.98
Operators (Heavy, Class 01 - See Notes)	5/1/2015		\$32.70	\$22.61	\$55.31
Operators (Heavy, Class 01A - See Notes)	5/1/2015		\$34.95	\$23.27	\$58.22
perators (Heavy, Class 01A - See Notes)	5/1/2016		\$35.31	\$23.56	\$58.87
perators (Heavy, Class 02 - See Notes)	5/1/2016	THE SHAPE	\$32.77	\$22.84	\$55.61
perators (Heavy, Class 02 - See Notes)	5/1/2015		\$32.40	\$22.54	\$54.94
perators (Heavy, Class 02A - See Notes)	5/1/2016		\$35.02	\$23.50	\$58.52
perators (Heavy, Class 02A - See Notes)	5/1/2015		\$34.65	\$23.21	\$57.86
perators (Heavy, Class 03 - See Notes)	5/1/2015		\$29.49	\$21.67	\$51,16
perators (Heavy, Class 03 - See Notes)	5/1/2016		\$29.84	\$21.97	\$51.81
perators (Heavy, Class 04 - See Notes)	5/1/2016		\$28.70	\$21.64	\$50.34
perators (Heavy, Class 04 - See Notes)	5/1/2015		\$28.35	\$21.34	\$49.69
perators (Heavy, Class 05 - See Notes)	5/1/2015		\$27.90	\$21.21	\$49.11
perators (Heavy, Class 05 - See Notes)	5/1/2016		\$28.25	\$21.51	\$49.76
perators (Heavy, Class 06 - See Notes)	5/1/2015		\$27.02	\$20.95	\$47.97
perators (Heavy, Class 06 - See Notes)	5/1/2016		\$27.37	\$21.25	\$48.62
perators (Heavy, Class 07A - See Notes)	5/1/2015		\$39.24	\$25.94	\$65.18
perators (Heavy, Class 07A - See Notes)	5/1/2016		\$39.68	\$26.28	\$65.96
perators (Heavy, Class 07B - See Notes)	5/1/2016		\$39.32	\$26.19	\$65.51
erators (Heavy, Class 07B - See Notes)	5/1/2015		\$38.89	\$25.84	\$64.73
inters Class 1 (see notes)	5/1/2017		\$27.25	\$18.17	\$45.42
inters Class 2 (see notes)	5/1/2017		\$30.15	\$18.17	\$48.32
inters Class 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
sterers	5/1/2015		\$28.93	\$20.51	\$49.44
mbers	5/1/2017		\$44.39	\$30.60	\$74.99

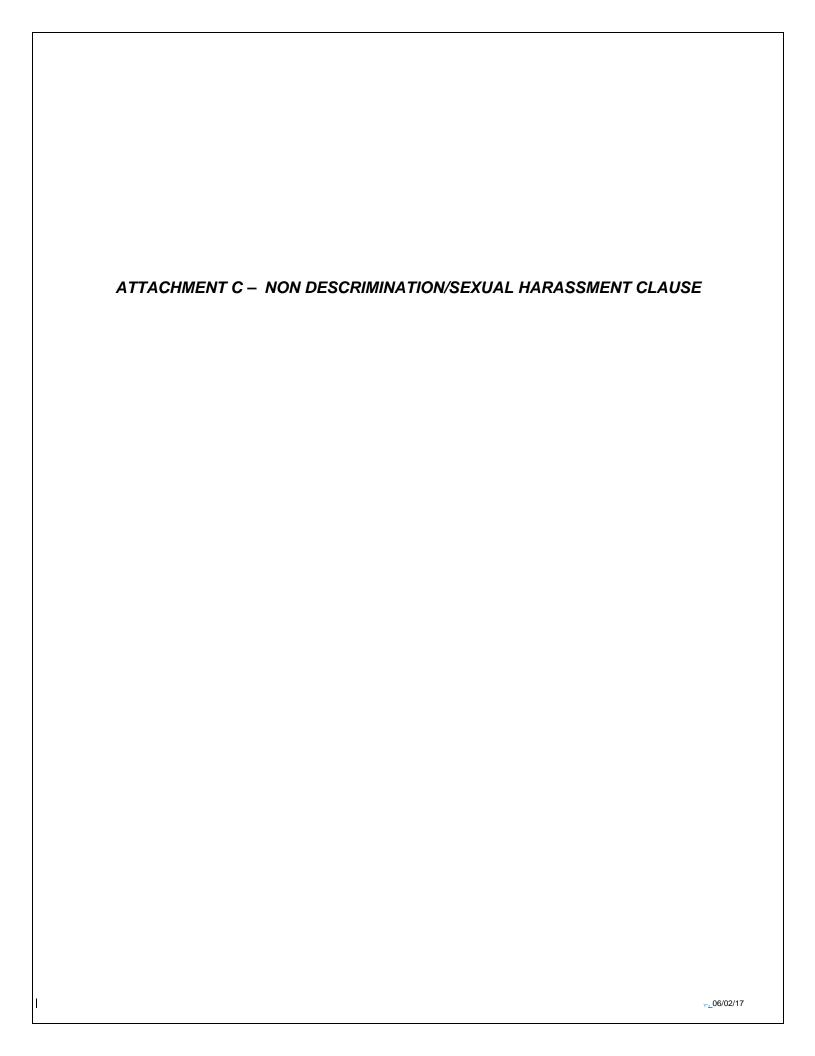
Project: 17-04311 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Plumbers	5/1/2016		\$42.20	\$29.79	\$71.99
Roofers (Composition)	5/1/2016		\$35.15	\$29.19	\$64.34
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Sheet Metal Workers	5/1/2016		\$33.60	\$33.43	\$67.03
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2016		\$36.05	\$21.02	\$57.07
Steamfitters	5/1/2017		\$46.99	\$32.67	\$79.66
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2016	E 2716	\$30.17	\$16.09	\$46.26
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Terrazzo Setter	5/1/2016		\$30.00	\$18.48	\$48.48
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Tile & Marble Finisher	5/1/2020		\$28.31	\$15.78	\$44.09
Tile & Marble Finisher	5/1/2021		\$28.90	\$16.19	\$45.09
Tile & Marble Finisher	5/1/2019		\$27.69	\$15.40	\$43.09
Tile & Marble Finisher	5/1/2017		\$26.39	\$14.70	\$41.09
Tile & Marble Finisher	5/1/2018	5.15.25.00	\$27.05	\$15.04	\$42.09
Tile Setter	5/1/2020		\$31.18	\$18.53	\$49.71
Tile Setter	5/1/2021		\$31.82	\$18.89	\$50.71
Tile Setter	5/1/2019		\$30.53	\$18.18	\$48.71
Tile Setter	5/1/2017		\$29.20	\$17.51	\$46.71
Tile Setter	5/1/2018		\$29.87	\$17.84	\$47.71
Truckdriver class 1(see notes)	5/1/2017	100	\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
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 2 (see notes)	5/1/2016	3 3 3 3 Y	\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.1
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.6
Truckdriver class 3 (see notes)	5/1/2018	1 1 1 1 1 1 1	\$35.88	\$0.00	\$35.8
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.0

Project: 17-04311 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$36.07	\$25.54	\$61.6
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	APP TO	\$37.39	\$25.54	\$62.93
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		\$35.63	\$24.79	\$60.42
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019		\$38.82	\$25.54	\$64.36
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$32.39	\$24.79	\$57.18
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$32.79	\$25.54	\$58.33
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018		\$33.99	\$25.54	\$59.53
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019		\$35.29	\$25.54	\$60.83
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$26.23	\$20.35	\$46.58
Carpenter - Rodman (Surveying & Layout)	5/1/2018		\$27.19	\$20.35	\$47.54
Carpenter - Rodman (Surveying & Layout)	5/1/2019		\$28.23	\$20.35	\$48,58
Carpenter - Rodman (Surveying & Layout)	5/1/2015		\$23.39	\$23.69	\$47.08
Carpenters	5/1/2018		\$33.99	\$25.54	\$59.53
Carpenters	5/1/2019		\$35.29	\$25.54	\$60.83
Carpenters	5/1/2017		\$32.79	\$25.54	\$58.33
ron Workers	7/1/2016		\$32.30	\$27.65	\$59.95
_aborers (Class 01 - See notes)	5/1/2016		\$19.81	\$15.79	\$35.60
_aborers (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
aborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
aborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
aborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52
aborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
aborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
aborers (Class 03 - See notes)	5/1/2018		\$24.57	\$16.79	\$41.36
aborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
aborers (Class 03 - See notes)	5/1/2016		\$23.42	\$15.79	\$39.21
aborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
aborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
aborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
aborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
aborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
aborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
aborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
aborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41,28
aborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
aborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
aborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
borers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
borers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95
borers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
borers (Class 07 - See notes)	5/1/2018		\$25,30	\$16.79	\$42.09
borers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
borers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24

Project: 17-04311 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2018		\$35.35	\$24.61	\$59.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2016		\$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)	5/1/2021	3 3 3 3 18	\$39.98	\$25.97	\$65.95
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2020		\$38.44	\$25.52	\$63.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2019		\$36.90	\$25.06	\$61.96
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2018		\$37.60	\$25.27	\$62.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2017		\$36.05	\$24.82	\$60.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2020		\$40.69	\$26.19	\$66.88
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2021		\$42.24	\$26.64	\$68.88
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2019		\$39.14	\$25.73	\$64.87
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2020		\$38.16	\$25.44	\$63.60
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2019		\$36.61	\$24.98	\$61.59
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)	5/1/2021		\$39.70	\$25.89	\$65.59
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2018		\$37.32	\$25.19	\$62.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2021		\$41.95	\$26.56	\$68.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2017		\$35.78	\$24.72	\$60.50
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2020		\$40.41	\$26.10	\$66.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2019		\$38.87	\$25.64	\$64.5
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2018		\$32.15	\$23.66	\$55,8
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2021		\$36.78	\$25.03	\$61.8
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2019		\$33.69	\$24.11	\$57.80
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2020		\$35.23	\$24.57	\$59.80
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2017	and the same	\$30.60	\$23.21	\$53.8
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2018		\$31.01	\$23.32	\$54.3
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2017		\$29.47	\$22.88	\$52.3
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2021		\$35.64	\$24.69	\$60.3
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2020	S To Profession	\$33.65	\$24.11	\$57.7
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2019		\$32.55	\$23.78	\$56.3
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2017	1 2 2	\$29.02	\$22.74	\$51.7
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2018		\$30.56	\$23.20	\$53.7
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2019	100	\$32.11	\$23.65	\$55.7
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2021		\$35.20	\$24.56	\$59.7
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2020		\$33.65	\$24.11	\$57.7
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2017		\$28.14	\$22.49	\$50.6
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2021		\$34.3	\$24.31	\$58.6
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2018		\$29.68	\$22.93	\$52.6
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2020		\$32.78	8 \$23.84	\$56.6

Project: 17-04311 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2019		\$31.22	\$23.40	\$54.6
Operators (Heavy, Class 07A - See Notes)	5/1/2021		\$48.14	\$29.83	\$77.9
Operators (Heavy, Class 07A - See Notes)	5/1/2020		\$46.28	\$29.27	\$75.5
Operators (Heavy, Class 07A - See Notes)	5/1/2018		\$42.58	\$28.18	\$70.7
Operators (Heavy, Class 07A - See Notes)	5/1/2019		\$44.43	\$28.73	\$73.10
Operators (Heavy, Class 07A - See Notes)	5/1/2017		\$40.73	\$27.63	\$68.36
Operators (Heavy, Class 07B - See Notes)	5/1/2020		\$45.94	\$29.17	\$75.11
Operators (Heavy, Class 07B - See Notes)	5/1/2018		\$42.23	\$28.09	\$70.32
Operators (Heavy, Class 07B - See Notes)	5/1/2021		\$47.79	\$29.71	\$77.50
Operators (Heavy, Class 07B - See Notes)	5/1/2019		\$44.09	\$28.63	\$72.72
Operators (Heavy, Class 07B - See Notes)	5/1/2017		\$40.38	\$27.53	\$67.91
Operators (Highway, Class 01 - See Notes)	5/1/2019		\$36.02	\$24.79	\$60.81
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 01 - See Notes)	5/1/2018		\$34.47	\$24.33	\$58.80
Operators (Highway, Class 01 - See Notes)	5/1/2017	THE BUT	\$32.93	\$23.87	\$56.80
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01a - See Notes)	5/1/2019		\$34.84	\$24.43	\$59.27
Operators (Highway, Class 01a - See Notes)	5/1/2019		\$38.27	\$25.46	\$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		\$37.93	\$25.35	\$63.28
Operators (Highway, Class 01a - See Notes)	5/1/2021		\$41.35	\$26.38	\$67.73
perators (Highway, Class 01a - See Notes)	5/1/2018		\$33.30	\$23.97	\$57.27
perators (Highway, Class 01a - See Notes)	5/1/2016		\$34.41	\$23.32	\$57.73
perators (Highway, Class 01a - See Notes)	5/1/2020		\$36.38	\$24.90	\$61.28
perators (Highway, Class 01a - See Notes)	5/1/2017		\$35.18	\$24.56	\$59.74
perators (Highway, Class 01a - See Notes)	5/1/2017		\$31.75	\$23.54	\$55.29
perators (Highway, Class 01a - See Notes)	5/1/2018		\$36.72	\$25.01	\$61.73
perators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.31	\$53.29
perators (Highway, Class 03 - See Notes)	5/1/2021		\$37.23	\$25.16	\$62.39
perators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
perators (Highway, Class 03 - See Notes)	5/1/2020		\$35.69	\$24.69	\$60.38
perators (Highway, Class 03 - See Notes)	5/1/2018		\$32.59	\$23.80	\$56.39
perators (Highway, Class 03 - See Notes)	5/1/2017		\$31.06	\$23.32	\$54.38
perators (Highway, Class 03 - See Notes)	5/1/2019		\$34.14	\$24.25	\$58.39
perators (Highway, Class 04 - See Notes)	5/1/2018		\$32.14	\$23.66	\$55.80
perators (Highway, Class 04 - See Notes)	5/1/2017		\$30.60	\$23.20	\$53.80
perators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$23.20	
erators (Highway, Class 04 - See Notes)	5/1/2019		\$33.68	\$24.12	\$51.80 \$57.80
erators (Highway, Class 04 - See Notes)	5/1/2021		\$36.77	\$25.03	27.0003.0000.000
erators (Highway, Class 04 - See Notes)	5/1/2020		\$35.23	\$24.57	\$61.80
erators (Highway, Class 05 - See Notes)	5/1/2020		\$34.72	\$24.42	\$59.80
erators (Highway, Class 05 - See Notes)	5/1/2021		\$36.26		\$59.14
erators (Highway, Class 05 - See Notes)	5/1/2017		\$30.08	\$24.87 \$23.06	\$61.13 \$53.14

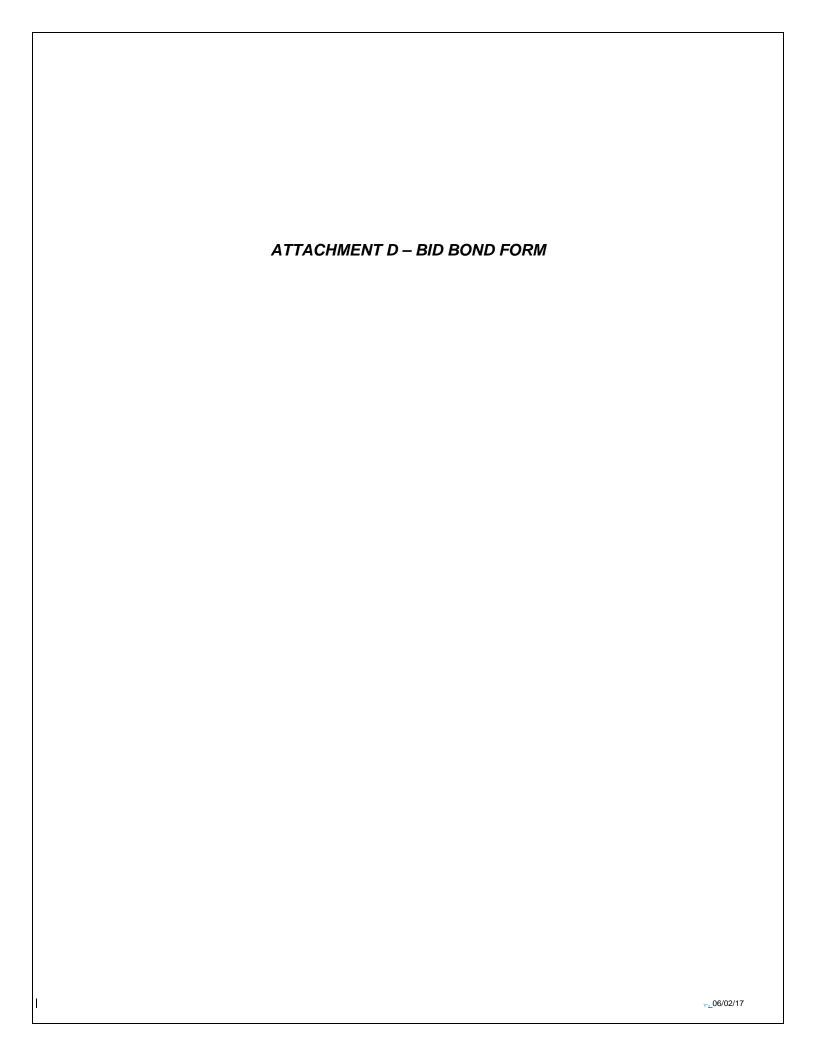
Project: 17-04311 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 05 - See Notes)	5/1/2018		\$31.63	\$23.51	\$55.14
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 05 - See Notes)	5/1/2019		\$33.18	\$23.97	\$57.15
Operators (Highway, Class 06 - See Notes)	5/1/2018		\$34.71	\$24.39	\$59.10
Operators (Highway, Class 06 - See Notes)	5/1/2021		\$39.33	\$25.78	\$65.11
Operators (Highway, Class 06 - See Notes)	5/1/2019		\$36.25	\$24.85	\$61.10
Operators (Highway, Class 06 - See Notes)	5/1/2017		\$33.17	\$23.94	\$57.11
Operators (Highway, Class 06 - See Notes)	5/1/2020		\$37.79	\$25.30	\$63.09
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10
Operators (Highway, Class 06/A - See Notes)	5/1/2019		\$38.50	\$25.52	\$64.02
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 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 07/A - See Notes)	5/1/2017		\$39.66	\$27.31	\$66.97
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.99	\$64.55
Operators (Highway, Class 07/A - See Notes)	5/1/2021		\$47.08	\$29.49	\$76.57
Operators (Highway, Class 07/A - See Notes)	5/1/2018		\$41.52	\$27.84	\$69.36
Operators (Highway, Class 07/A - See Notes)	5/1/2020		\$45.23	\$28.94	\$74.17
Operators (Highway, Class 07/A - See Notes)	5/1/2019		\$43.37	\$28.41	\$71.78
Operators (Highway, Class 07/B - See Notes)	5/1/2016	1.0	\$37.17	\$25.57	\$62.74
Operators (Highway, Class 07/B - See Notes)	5/1/2018		\$40.10	\$27.44	\$67.54
Operators (Highway, Class 07/B - See Notes)	5/1/2017	THE SALE	\$38.25	\$26.89	\$65.14
Operators (Highway, Class 07/B - See Notes)	5/1/2019		\$43.37	\$28.41	\$71.78
Operators (Highway, Class 07/B - See Notes)	5/1/2021		\$45.66	\$29.08	\$74.74
Operators (Highway, Class 07/B - See Notes)	5/1/2020		\$43.81	\$28.53	\$72.34
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017	7. 27	\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	5/1/2017	A STATE OF THE STA	\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1 (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 2 (see notes)	5/1/2016	CAN ESPACIAL CONTRACTOR	\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes) Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes) Truckdriver class 3 (see notes)	5/1/2019		\$36.68		\$36.68
A STATE OF THE STA	5/1/2017		\$35.03		\$35.03
Truckdriver class 3 (see notes)	5/1/2016		\$34.13		\$34.1
Truckdriver class 3 (see notes) Truckdriver class 3 (see notes)	5/1/2018		\$35.88		\$35.8



NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

- 1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- 3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- **4.** The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- 6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.



BID BOND (THIS FORM MUST BE USED. NO BOND FORM SUBSTITUTIONS ALLOWED)

KNOW ALL MEN BY THESE PRESENTS that we

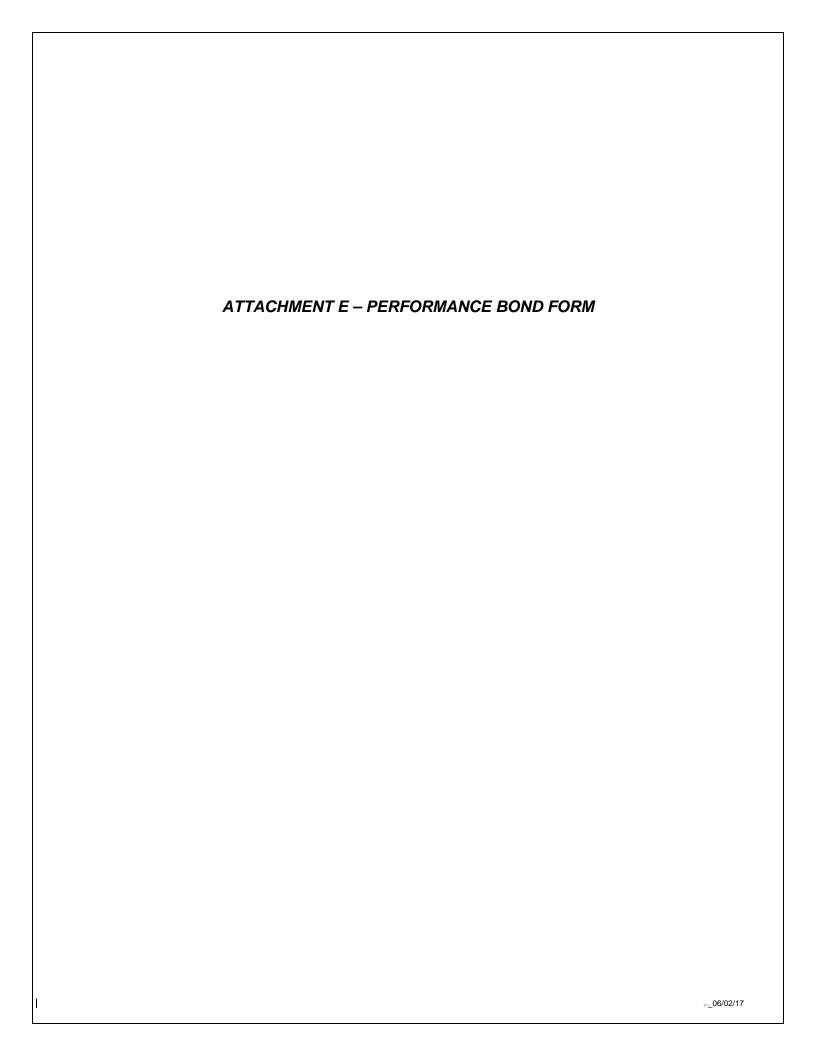
MONTALE MEN DI TILOLI MEGLIN	- o, mac wo
	hereinafter called the "Principal") as Principal,
and	aa
corporation authorized to transact busines	ss in Pennsylvania, and having its principal office
at	(hereinafter called the "Surety") as surety, are held
	(hereinafter called the "Obligee" as
	DOLLARS (\$), lawful money of
	of which we bind ourselves and each of our
	ccessors and assigns, jointly and severally, by these
presents, on this day of	_, 20
WITNESSETH THAT:	
•	th submitting to the Obligee a proposal to perform thecontract Work for the Obligee's
	pursuant to plans, specifications and
	nto said proposal by reference; and it is a condition of
	said proposal that the proposal be accompanied by
bid security to be held by the Obligee on the	· · · · · · · · · · · · · · · · · · ·

THEREFORE, the condition of this obligation is that if said principal shall furnish a performance bond and a payment bond to the Obligee upon the Obligee's delivery to the principal of five days notice of intention to accept his proposal and to make a formal award of contract to him, and shall enter into such contract and shall furnish insurance certificated in all respects as required by said Contract Documents within ten days after notice to him of such formal award then this obligation shall be void; but otherwise it shall remain in full force, and the principal and surety will pay to the Obligee the difference between the amount of the Principal's accepted bid(s) and any higher amount for which the Obligee may contract for the required Work, plus any advertising, architect's, legal and other expenses incurred by the Obligee by reason of default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this bond together with the interest.

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

	(Individual Principal)	
Witness or Attest:	(Signature of Individue	(SEAL)
	(Signature of Individua	1)
	Trading and doing bus	iness as
	(Partnership Principal)	
Witness or Attest:		
THE TOOL OF THE OWN	(Name of Partnership)	
	Ву:	(SEAL)
	(Partner)	
	By:	(SEAL)
	(Partner) By:	(SEAL)
	(Partner)	(SLAL)
	By:	(SEAL)
	(Partner)	
Witness or Attest:	(Corporation Principal)	·
	(Name of Corporation)	
(CORPORATE SEAL)	By:(Title)	
(3011 3131 2 3272)	or, (if Appropriate)	
Witness or Attest:		
	(Name of Corporation) *By:	
(CORPORATE SEAL) *Authorized appropriate proof, execute in behalf of the Corporate	(Authorized Re) dated as of the same date as the Bond,	
	(Corporation Surety)	·
Witness: or Attest:		
	(Name of Corporation) **By:	
	(Title)	
(CORPORATE SEAL)		

^{**}Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-In-Fact to act in behalf of the Corporation.



PERFORMANCE BOND

KNOW ALL MEN BY	INESE PRE	isenis, that we,		as Principai (the
laws of the	of	, as Surety	ooration organized and (the "Surety"), are he	ld and firmly bound
unto	, as	Obligee (the "Obligee	e"), as hereinafter set	forth, in the full and
just sum of		Dollars (\$), lawful money	of the United States
of America; for payr	nent of which	ch we bind ourselves	s, and each of our reseverally, by these pres	spective heirs, legal
WITNESSETH THAT:				
•	•		Obligee a certain Propo ain Work for the Oblig	•
with the construction	of		pursuant to	o plans,
•			g the Contract Docum	•
		/ reference (the "Cont _, Registered Enginee	ract Documents"), as rs; and	prepared by
with the Proposal, the	e Principal s	hall furnish this Bond	e Principal by the Obli to the Obligee, with the y the Obligee in accor	nis Bond to become

WHEREAS, It also is a condition of the Contract Documents that this 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 Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such Work (the "Contract"), and the form of Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal well, truly and faithfully shall comply with and shall perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees including its Engineer from any and all costs and damages which the Obligee and all of its officers, agents and employees including its Engineer 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 including its Engineer may incur by reason of any such default or failure of the Principal, then this Bond shall be void; otherwise this Bond shall be and remain in force and effect.

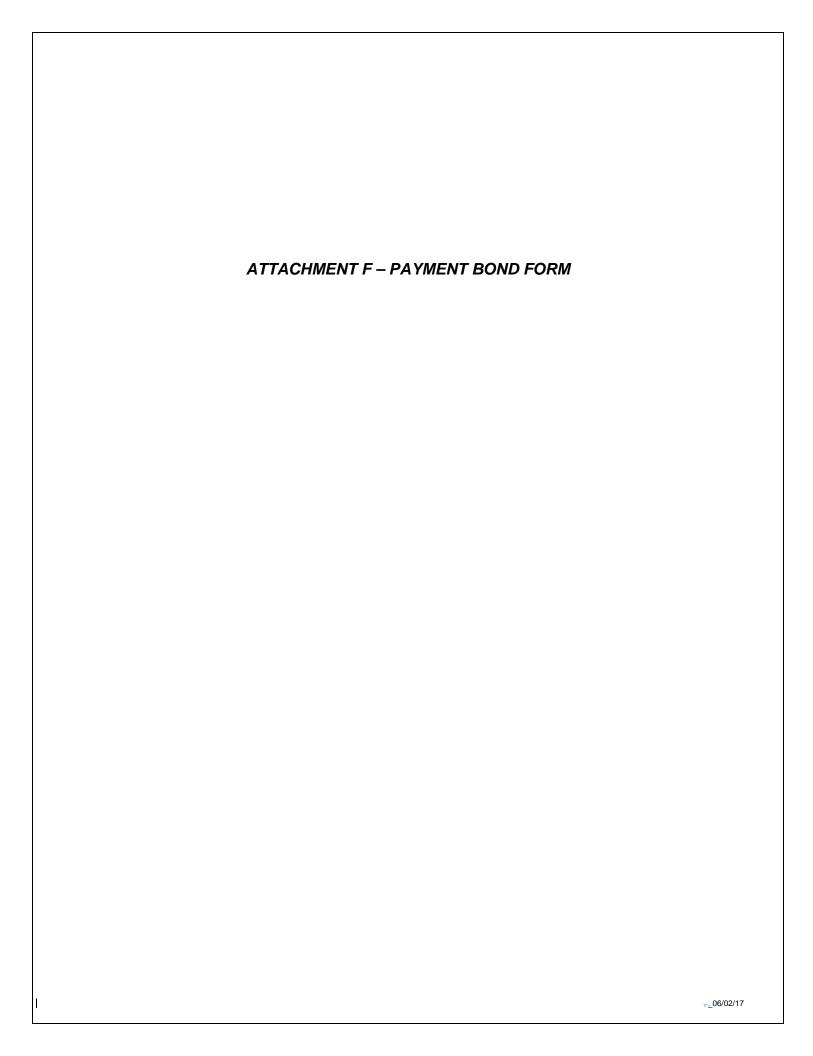
This Bond is executed and delivered under and subject to the Act to which reference hereby is made.

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 in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract is accordance with the Contract Documents, and/or an act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract, shall not release, 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 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.

IN WITNESS WE and delivered this	-		is Bond to be signed, sealed
	(Inc	dividual Principal)	
Witness or Attest:			
		(SEAL)	
		(Signature of Indivi	dual)
		Trading and doing	business as
	(Par	tnership Principal)	
Witness or Attest:			
		(Name of Partnership)	
		Ву:	(SEAL)
		(Partner)	
		Ву:	(SEAL)
		(Partner)	
		Ву:	(SEAL)
		(Partner)	
		Ву:	(SEAL)
		(Partner)	

	(Corporation Principal)
Witness or Attest:	
	(Name of Corporation)
	Ву:
	(Title)
	or, (if Appropriate)
Witness or Attest:	
	(Name of Corporation)
	*By:
	(Authorized Representative)
*Authorized appropriate proof, description execute in behalf of the Corporation	lated as of the same date as the Bond, evidencing authority to ion.
	(Corporation Surety)
Witness: or Attest:	
	(Name of Corporation)
	**By:
	(Title)
(CORPORATE SEAL)	

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-In-Fact to act in behalf of the Corporation.



PAYMENT BOND

KNOW ALL THESE MEN BY T	HESE PRESENTS, that	we,	as Principal (t	:he
"Principal"), and		, a corpora	ation organized and existing	
"Principal"), andunder the laws of the	of	, as Sı	urety (the "Surety"), are held	and
firmly bound unto	, as Oh	bligee (the "Obl	igee"), as hereinafter set for	th, in
the full and just sum of		O (<i>5</i> ,,	•
,		RS (\$), lawful money of the	Э
United States of America; for palegal representatives, successor	ayment of which we bind	ourselves and	each of our respective heirs,	
WITNESSTH THAT:				
WHEREAS, The Principal here(the "Proposal"), to perform o		•	•	_, 20
pursuant to plans, specification which are incorporated into the		he "Contract Do	•	,
WHEREAS, before an a the Proposal, the Principal shal the award of a Contract to the F	I furnish this Bond to the	Obligee, with the		
WHEREAS, It also is a	condition of the Contract	Documents that	at this Bond shall be furnishe	ed by

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

the Principal to the Obligee; and

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the Work under the Contract shall be subcontracted, 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 any amendment, extension or addition to the Contract and/or to the Contract Documents, for materials furnished or labor supplied or labor perfromed, then this Bond shall be void; otherwise this Bond shall be and shall remain in force and effect.

This Bond shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the Work covered by the Contract, including any amendment, extension or addition to the Contract. 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 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. As required by the Act, the provisions of this Bond shall be applicable whther 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 and the Contract.

The Principal and the Surety agree that any claimant, who has performed labor or furnished materials in the prosecution of the Work in accordance with the Contract Documents, including an amendment,

extension or addition to the Contract and/or 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 Bond, in the name of the Claimant, in assumpsit, to recover any amount due to claimant for such labor, or materials, and may prosecute such action to final judgement and may have execution upon the judgement; Provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship with, express or implied, with the Principal, may institute an action upon this Bond only if such a claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accurary, 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 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; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Contract is to be performed or of such other County of Pennsylvania statutes shall provide, or in the United States district court for the district in which the project, to which the Contract related, is situated, and not elsewhere.

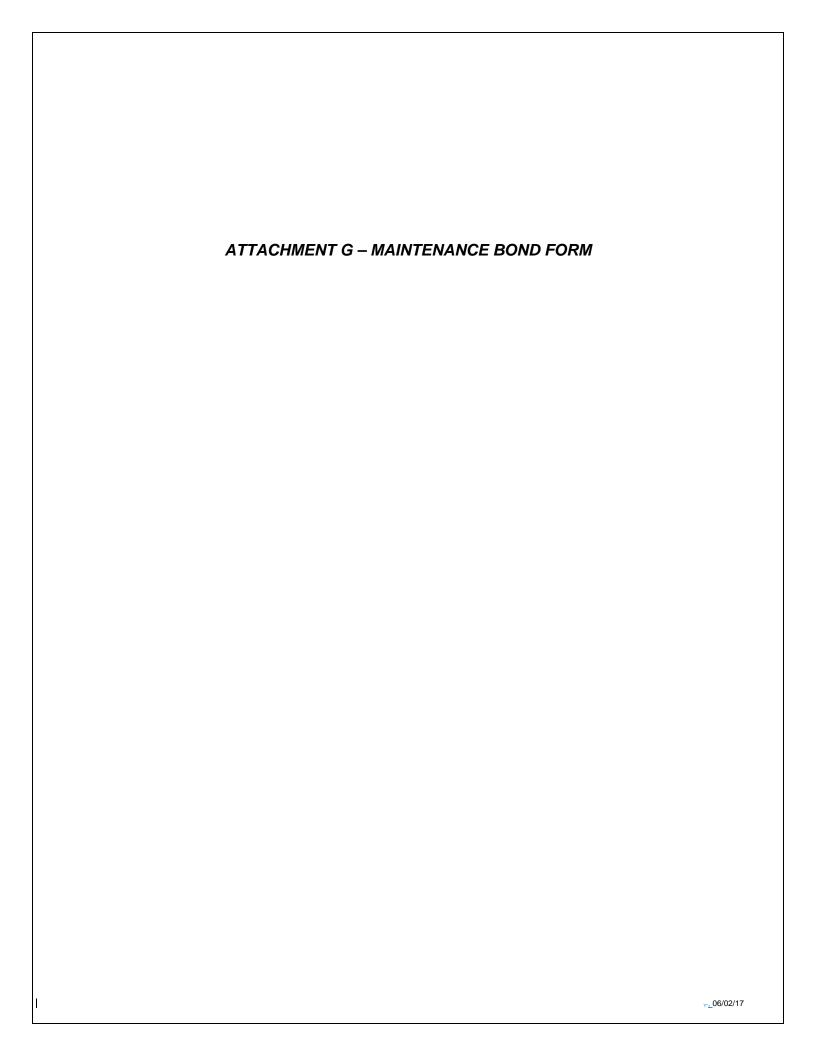
The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or an act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract documents and the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract, shall not release, 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 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.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue, evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployed compensation, contributions, penalties, and interest due the Commonwealth of Pennsylvania from said Principal or any foreign corporation, subcontractor thereunder of for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

	DF, the Principal and the Surety cause this Bond to be signed, so ay of	ealed and
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	(Individual Principal)	-
Witness or Attest:	(SEAL)	
	(Signature of Individual)	
	Trading and doing business as	

	(Partnership Principal)	
Witness or Attest:		
	(Name of Partnership) By:	(SEAL)
	(Partner) By:	(SEAL)
	(Partner) By: (Partner)	(SEAL)
	,	(SEAL)
 Witness or Attest:	(Corporation Principal)	
	(Name of Corporatio By:	
(CORPORATE SEAL)	or, (if Appropriate)	(Title)
Witness or Attest:		
	(Name of Corporati *By:	
(CORPORATE SEAL) *Authorized appropriate proof, in behalf of the Corporation.	(Authorized Repridated as of the same date as the Bon	resentative) ad, evidencing authority to exec
Witness: or Attest:	(Corporation Surety)	
	(Name of Corporation **By:	
(CORPORATE SEAL)	,(Ti	itle)

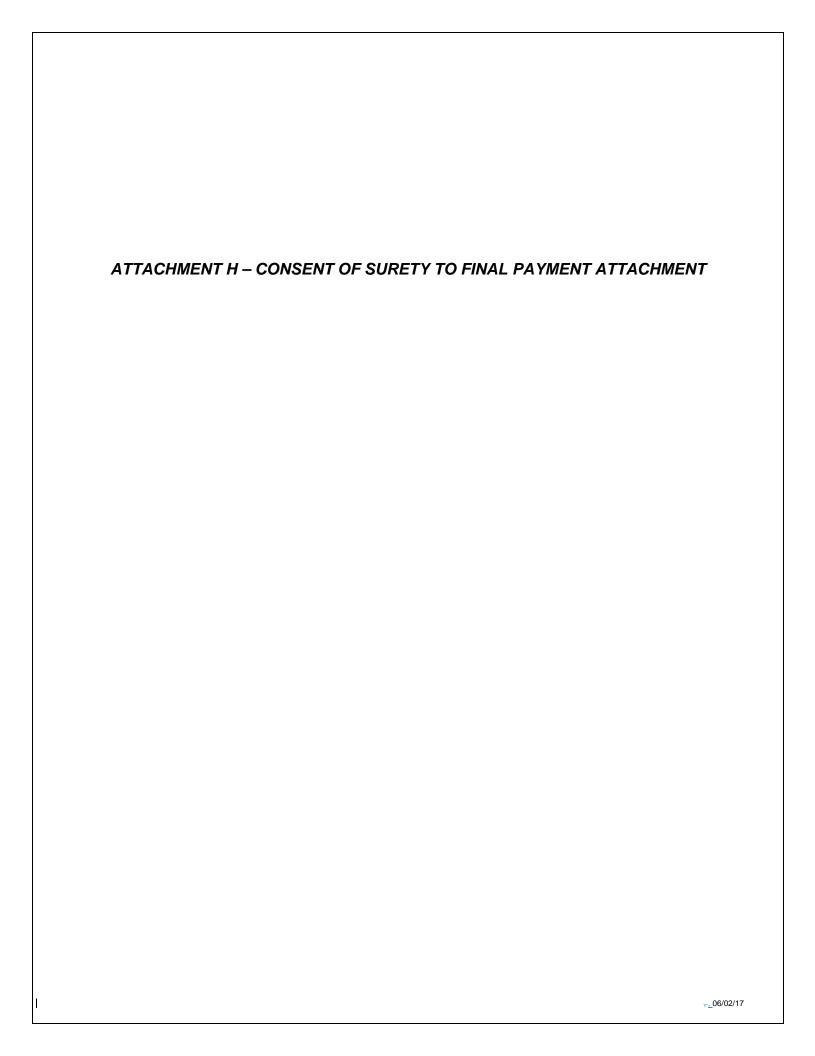
^{**}Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-In-Fact to act in behalf of the Corporation.



MAINTENANCE BOND

Principal and	
	as Surety are held and firmly bound unto
	as Surety are held and firmly bound untohereinafter called the Owner, in the penal sum of
	DOLLARS (\$) for the payments of which sum well ar
truly to be made, we bind our presents.	selves, our heirs, executors, administrators, and severally, firmly by thes
certain contract, hereto attac	THIS OBLIGATION IS SUCH that whereas the Principal entered into a ned, with the Owner, dated, 20
may develop during a period performed under said contract successor having jurisdiction workmanship, then this obligation with the several seals this	if the Principal shall remedy without cost to the Owner any defects whice of one (1) year from the date of completion and acceptance of the Worket, provided such defects, in the judgment of the Contracting officer or his in the premises, are caused by defective or inferior materials or ation shall be void; otherwise to remain in full force or virtue. EOF, the above-bound parties have executed this instrument under their day of, 20, the name and corporate seal of eac affixed and these presents duly signed by its undersigned representative verning body.
	(Individual Principal)
la anasanas af	
In presence of	
in presence or	(SEAL)
	(SEAL)
	(SEAL) (Individual Principal)
	(Individual Principal)
(Address)	(Individual Principal) (Business Address) (SEAL)
	(Individual Principal) (Business Address)
(Address)	(Individual Principal) (Business Address) (SEAL) (Individual Principal)
	(Individual Principal) (Business Address) (Individual Principal) (Business Address)
(Address)	(Individual Principal) (Business Address) (SEAL) (Individual Principal)

(Partnership Principal) Witness or Attest:		
By:	(Name of Partnership) (SEAL) (Partner) By:(SEAL) (Partner) By:(SEAL) (Partner)	
(Corporation Principal)		
	(Corporate Principal)	
(AFFIX CORPORATE SEAL)	(Business Address) By (Authorized Representative)	
(Corporation Se	 urety)	
Witness or Attest:	(Name of Corporation) (Corporate Surety)	
	(Business Address)	
CORPORATE SEAL)	By	(AFFIX
The rate of premium of this bond is Total amount of premium charge \$	per thousand. 	
(The above must be filled in by corporate sur	ety.)	

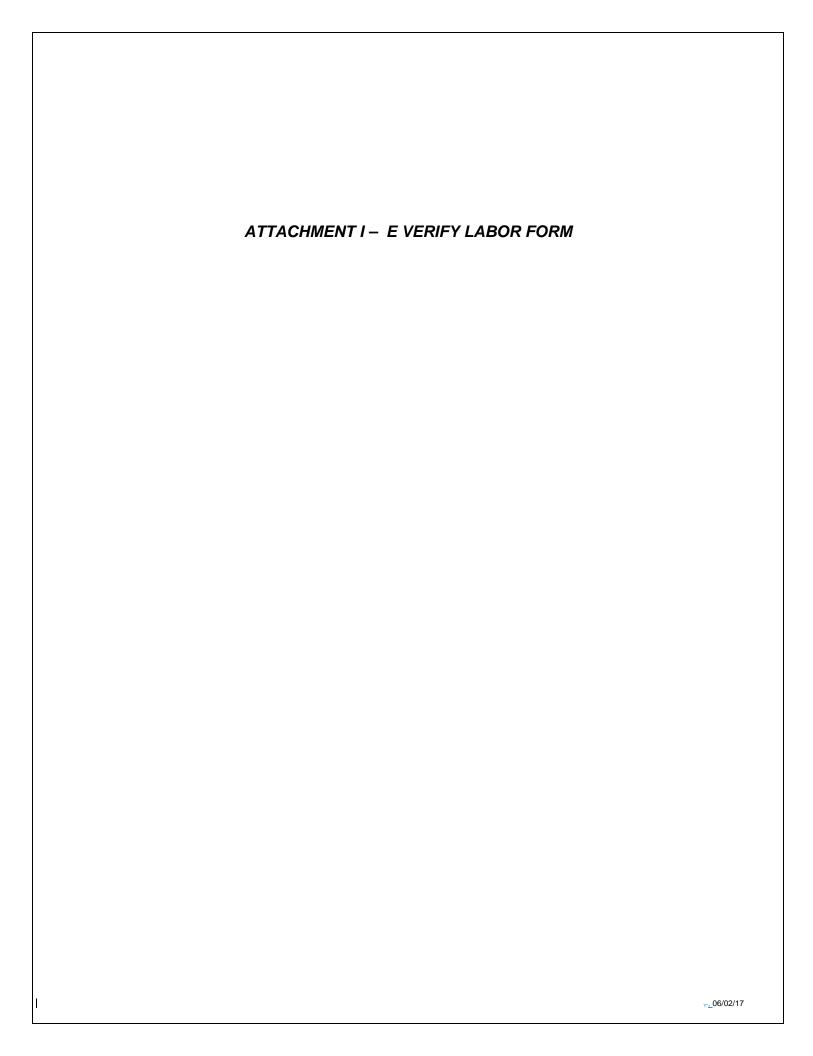


CONSENT (or AGREEMENT) OF SURETY

Dry Run Pedestrian Bridge COUNTY OF NORTHAMPTON

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and bound as surety and guarantor for labor and material payment in an amount equal to 100% of the contract price, and will execute them as party of the third part thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum to which the said Contractor would have been entitled upon the completion of the said contract and the sum which the said Owner may be obligated to pay to another Contractor to whom the contract may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this day of, 2012.
(A corporate acknowledgment and statement of authority to be here attached by the surety company).
By Surety Company Attorney-in-Fact
AFFIX CORPORATE SEAL:
Witness or Attest:





Instructions for Form I-9, Employment Eligibility Verification

USCIS Form I-9 OMB No. 1615-0047 Expires 08/31/2019

Department of Homeland SecurityU.S. Citizenship and Immigration Services

Anti-Discrimination Notice. It is illegal to discriminate against work-authorized individuals in hiring, firing, recruitment or referral for a fee, or in the employment eligibility verification (Form I-9 and E-Verify) process based on that individual's citizenship status, immigration status or national origin. Employers CANNOT specify which document(s) the employee may present to establish employment authorization and identity. The employer must allow the employee to choose the documents to be presented from the Lists of Acceptable Documents, found on the last page of Form I-9. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC) at 1-800-255-7688 (employees), 1-800-255-8155 (employers), or 1-800-237-2515 (TTY), or visit www.justice.gov/crt/about/osc.

What is the Purpose of This Form?

Employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 6, 1986, to work in the United States. In the Commonwealth of the Northern Mariana Islands (<u>CNMI</u>), employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 27, 2011.

General Instructions

Both employers and employees are responsible for completing their respective sections of Form I-9. For the purpose of completing this form, the term "employer" means all employers, including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors, as defined in section 3 of the Migrant and Seasonal Agricultural Worker Protection Act, Public Law 97-470 (29 U.S.C. 1802). An "employee" is a person who performs labor or services in the United States for an employer in return for wages or other remuneration. The term "Employee" does not include those who do not receive any form of remuneration (volunteers), independent contractors or those engaged in certain casual domestic employment. Form I-9 has three sections. Employees complete Section 1. Employers complete Section 2 and, when applicable, Section 3. Employers may be fined if the form is not properly completed. See 8 USC § 1324a and 8 CFR § 274a.10. Individuals may be prosecuted for knowingly and willfully entering false information on the form. Employers are responsible for retaining completed forms. **Do not mail completed forms to U.S. Citizenship and Immigration Services (USCIS) or Immigration and Customs Enforcement (ICE).**

These instructions will assist you in properly completing Form I-9. The employer must ensure that all pages of the instructions and Lists of Acceptable Documents are available, either in print or electronically, to all employees completing this form. When completing the form on a computer, the English version of the form includes specific instructions for each field and drop-down lists for universally used abbreviations and acceptable documents. To access these instructions, move the cursor over each field or click on the question mark symbol (③) within the field. Employers and employees can also access this full set of instructions at any time by clicking the Instructions button at the top of each page when completing the form on a computer that is connected to the Internet.

Employers and employees may choose to complete any or all sections of the form on paper or using a computer, or a combination of both. Forms I-9 obtained from the USCIS website are not considered electronic Forms I-9 under DHS regulations and, therefore, cannot be electronically signed. Therefore, regardless of the method you used to enter information into each field, you must print a hard copy of the form, then sign and date the hard copy by hand where required.

Employers can obtain a blank copy of Form I-9 from the USCIS website at https://www.uscis.gov/sites/default/files/files/form/i-9.pdf. This form is in portable document format (.pdf) that is fillable and savable. That means that you may download it, or simply print out a blank copy to enter information by hand. You may also request paper Forms I-9 from USCIS.

Certain features of Form I-9 that allow for data entry on personal computers may make the form appear to be more than two pages. When using a computer, Form I-9 has been designed to print as two pages. Using more than one preparer and/or translator will add an additional page to the form, regardless of your method of completion. You are not required to print, retain or store the page containing the Lists of Acceptable Documents.

The form will also populate certain fields with N/A when certain user choices ensure that particular fields will not be completed. The Print button located at the top of each page that will print any number of pages the user selects. Also, the Start Over button located at the top of each page will clear all the fields on the form.

The Spanish version of Form I-9 does not include the additional instructions and drop-down lists described above. Employers in Puerto Rico may use either the Spanish or English version of the form. Employers outside of Puerto Rico must retain the English version of the form for their records, but may use the Spanish form as a translation tool. Additional guidance to complete the form may be found in the <u>Handbook for Employers: Guidance for Completing Form I-9 (M-274)</u> and on USCIS' Form I-9 website, <u>I-9 Central</u>.

Completing Section I: Employee Information and Attestation

You, the employee, must complete each field in Section 1 as described below. Newly hired employees must complete and sign Section 1 no later than the first day of employment. Section 1 should never be completed before you have accepted a job offer.

Entering Your Employee Information

Last Name (Family Name): Enter your full legal last name. Your last name is your family name or surname. If you have two last names or a hyphenated last name, include both names in the Last Name field. Examples of correctly entered last names include De La Cruz, O'Neill, Garcia Lopez, Smith-Johnson, Nguyen. If you only have one name, enter it in this field, then enter "Unknown" in the First Name field. You may not enter "Unknown" in both the Last Name field and the First Name field.

First Name (Given Name): Enter your full legal first name. Your first name is your given name. Some examples of correctly entered first names include Jessica, John-Paul, Tae Young, D'Shaun, Mai. If you only have one name, enter it in the Last Name field, then enter "Unknown" in this field. You may not enter "Unknown" in both the First Name field and the Last Name field.

Middle Initial: Your middle initial is the first letter of your second given name, or the first letter of your middle name, if any. If you have more than one middle name, enter the first letter of your first middle name. If you do not have a middle name, enter N/A in this field.

Other Last Names Used: Provide all other last names used, if any (e.g., maiden name). Enter N/A if you have not used other last names. For example, if you legally changed your last name from Smith to Jones, you should enter the name Smith in this field.

Address (Street Name and Number): Enter the street name and number of the current address of your residence. If you are a border commuter from Canada or Mexico, you may enter your Canada or Mexico address in this field. If your residence does not have a physical address, enter a description of the location of your residence, such as "3 miles southwest of Anytown post office near water tower."

Apartment: Enter the number(s) or letter(s) that identify(ies) your apartment. If you do not live in an apartment, enter N/A.

City or Town: Enter your city, town or village in this field. If your residence is not located in a city, town or village, enter your county, township, reservation, etc., in this field. If you are a border commuter from Canada, enter your city and province in this field. If you are a border commuter from Mexico, enter your city and state in this field.

State: Enter the abbreviation of your state or territory in this field. If you are a border commuter from Canada or Mexico, enter your country abbreviation in this field.

ZIP Code: Enter your 5-digit ZIP code. If you are a border commuter from Canada or Mexico, enter your 5- or 6-digit postal code in this field.

Date of Birth: Enter your date of birth as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 1980 as 01/08/1980.

- **U.S. Social Security Number:** Providing your 9-digit Social Security number is voluntary on Form I-9 unless your employer participates in E-Verify. If your employer participates in E-Verify and:
 - 1. You have been issued a Social Security number, you must provide it in this field; or
 - 2. You have applied for, but have not yet received a Social Security number, leave this field blank until you receive a Social Security number.

Employee's E-mail Address (Optional): Providing your e-mail address is optional on Form I-9, but the field cannot be left blank. To enter your e-mail address, use this format: name@site.domain. One reason Department of Homeland Security (DHS) may e-mail you is if your employer uses E-Verify and DHS learns of a potential mismatch between the information provided and the information in government records. This e-mail would contain information on how to begin to resolve the potential mismatch. You may use either your personal or work e-mail address in this field. Enter N/A if you do not enter your e-mail address.

Employee's Telephone Number (Optional): Providing your telephone number is optional on Form I-9, but the field cannot be left blank. If you enter your area code and telephone number, use this format: 000-000-0000. Enter N/A if you do not enter your telephone number.

Attesting to Your Citizenship or Immigration Status

You must select one box to attest to your citizenship or immigration status.

- 1. A citizen of the United States.
- A noncitizen national of the United States: An individual born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.
- 3. A lawful permanent resident: An individual who is not a U.S. citizen and who resides in the United States under legally recognized and lawfully recorded permanent residence as an immigrant. This term includes conditional residents. Asylees and refugees should not select this status, but should instead select "An Alien authorized to work" below.
 - If you select "lawful permanent resident," enter your 7- to 9-digit Alien Registration Number (A-Number), including the "A," or USCIS Number in the space provided. When completing this field using a computer, use the dropdown provided to indicate whether you have entered an Alien Number or a USCIS Number. At this time, the USCIS Number is the same as the A-Number without the "A" prefix.
- **4. An alien authorized to work**: An individual who is not a citizen or national of the United States, or a lawful permanent resident, but is authorized to work in the United States.

If you select this box, enter the date that your employment authorization expires, if any, in the space provided. In most cases, your employment authorization expiration date is found on the document(s) evidencing your employment authorization. Refugees, asylees and certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau, and other aliens whose employment authorization does not have an expiration date should enter N/A in the Expiration Date field. In some cases, such as if you have Temporary Protected Status, your employment authorization may have been automatically extended; in these cases, you should enter the expiration date of the automatic extension in this space.

Aliens authorized to work must enter one of the following to complete Section1:

- 1. Alien Registration Number (A-Number)/USCIS Number; or
- 2. Form I-94 Admission Number; or
- 3. Foreign Passport Number and the Country of Issuance

Your employer may not ask you to present the document from which you supplied this information.

Alien Registration Number/USCIS Number: Enter your 7- to 9-digit Alien Registration Number (A-Number), including the "A," or your USCIS Number in this field. At this time, the USCIS Number is the same as your A-Number without the "A" prefix. When completing this field using a computer, use the dropdown provided to indicate whether you have entered an Alien Number or a USCIS Number. If you do not provide an A-Number or USCIS Number, enter N/A in this field then enter either a Form I-94 Admission Number, or a Foreign Passport and Country of Issuance in the fields provided.

Form I-94 Admission Number: Enter your 11-digit I-94 Admission Number in this field. If you do not provide an I-94 Admission Number, enter N/A in this field, then enter either an Alien Registration Number/USCIS Number or a Foreign Passport Number and Country of Issuance in the fields provided.

Foreign Passport Number: Enter your Foreign Passport Number in this field. If you do not provide a Foreign Passport Number, enter N/A in this field, then enter either an Alien Number/USCIS Number or a I-94 Admission Number in the fields provided.

Country of Issuance: If you entered your Foreign Passport Number, enter your Foreign Passport's Country of Issuance. If you did not enter your Foreign Passport Number, enter N/A.

Signature of Employee: After completing Section 1, sign your name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. By signing this form, you attest under penalty of perjury (28 U.S.C. § 1746) that the information you provided, along with the citizenship or immigration status you selected, and all information and documentation you provide to your employer, is complete, true and correct, and you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or using false documentation when completing this form. Further, falsely attesting to U.S. citizenship may subject employees to penalties, removal proceedings and may adversely affect an employee's ability to seek future immigration benefits. If you cannot sign your name, you may place a mark in this field to indicate your signature. Employees who use a preparer or translator to help them complete the form must still sign or place a mark in the Signature of Employee field on the printed form.

If you used a preparer, translator, and other individual to assist you in completing Form I-9:

- Both you and your preparer(s) and/or translator(s) must complete the appropriate areas of Section 1, and then sign Section 1. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to sign these fields. You and your preparer(s) and/or translator(s) also should review the instructions for Completing the Preparer and/or Translator Certification below.
- If the employee is a minor (individual under 18) who cannot present an identity document, the employee's parent or legal guardian can complete Section 1 for the employee and enter "minor under age 18" in the signature field. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to enter this information. The minor's parent or legal guardian should review the instructions for Completing the Preparer and/or Translator Certification below. Refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274) for more guidance on completion of Form I-9 for minors. If the minor's employer participates in E-Verify, the employee must present a list B identity document with a photograph to complete Form I-9
- If the employee is a person with a disability (who is placed in employment by a nonprofit organization, association or as part of a rehabilitation program) who cannot present an identity document, the employee's parent, legal guardian or a representative of the nonprofit organization, association or rehabilitation program can complete Section 1 for the employee and enter "Special Placement" in this field. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to enter this information. The parent, legal guardian or representative of the nonprofit organization, association or rehabilitation program completing Section 1 for the employee should review the instructions for Completing the Preparer and/or Translator Certification below. Refer to the Handbook for Employers:

 Guidance for Completing Form I-9 (M-274) for more guidance on completion of Form I-9 for certain employees with disabilities.

Today's Date: Enter the date you signed Section 1 in this field. Do not backdate this field. Enter the date as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014. A preparer or translator who assists the employee in completing Section 1 may enter the date the employee signed or made a mark to sign Section 1 in this field. Parents or legal guardians assisting minors (individuals under age 18) and parents, legal guardians or representatives of a nonprofit organization, association or rehabilitation program assisting certain employees with disabilities must enter the date they completed Section 1 for the employee.

Completing the Preparer and/or Translator Certification

If you did not use a preparer or translator to assist you in completing Section 1, you, the employee, must check the box marked I did not use a Preparer or Translator. If you check this box, leave the rest of the fields in this area blank.

If one or more preparers and/or translators assist the employee in completing the form using a computer, the preparer and/or translator must check the box marked "A preparer(s) and/or translator(s) assisted the employee in completing Section 1", then select the number of Certification areas needed from the dropdown provided. Any additional Certification areas generated will result in an additional page. Form I-9 Supplement, Section 1 Preparer and/or Translator Certification can be separately downloaded from the USCIS Form I-9 webpage, which provides additional Certification areas for those completing Form I-9 using a computer who need more Certification areas than the 5 provided or those who are completing Form I-9 on paper. The first preparer and/or translator must complete all the fields in the Certification area on the same page the employee has signed. There is no limit to the number of preparers and/or translators an employee can use, but each additional preparer and/or translator must complete and sign a separate Certification area. Ensure the employee's last name, first name and middle initial are entered at the top of any additional pages. The employer must ensure that any additional pages are retained with the employee's completed Form I-9.

Signature of Preparer or Translator: Any person who helped to prepare or translate Section 1 of Form I-9 must sign his or her name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. The Preparer and/or Translator Certification must also be completed if "Individual under Age 18" or "Special Placement" is entered in lieu of the employee's signature in Section 1.

Today's Date: The person who signs the Preparer and/or Translator Certification must enter the date he or she signs in this field on the printed form. Do not backdate this field. Enter the date as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Last Name (Family Name): Enter the full legal last name of the person who helped the employee in preparing or translating Section 1 in this field. The last name is also the family name or surname. If the preparer or translator has two last names or a hyphenated last name, include both names in this field.

First Name (*Given Name***):** Enter the full legal first name of the person who helped the employee in preparing or translating Section 1 in this field. The first name is also the given name.

Address (Street Name and Number): Enter the street name and number of the current address of the residence of the person who helped the employee in preparing or translating Section 1 in this field. Addresses for residences in Canada or Mexico may be entered in this field. If the residence does not have a physical address, enter a description of the location of the residence, such as "3 miles southwest of Anytown post office near water tower." If the residence is an apartment, enter the apartment number in this field.

City or Town: Enter the city, town or village of the residence of the person who helped the employee in preparing or translating Section 1 in this field. If the residence is not located in a city, town or village, enter the name of the county, township, reservation, etc., in this field. If the residence is in Canada, enter the city and province in this field. If the residence is in Mexico, enter the city and state in this field.

State: Enter the abbreviation of the state, territory or country of the preparer or translator's residence in this field.

ZIP Code: Enter the 5-digit ZIP code of the residence of the person who helped the employee in preparing or translating Section 1 in this field. If the preparer or translator's residence is in Canada or Mexico, enter the 5- or 6-digit postal code.

Presenting Form I-9 Documents

Within 3 business days of starting work for pay, you must present to your employer documentation that establishes your identity and employment authorization. For example, if you begin employment on Monday, you must present documentation on or before Thursday of that week. However, if you were hired to work for less than 3 business days, you must present documentation no later than the end of the first day of employment.

Choose which unexpired document(s) to present to your employer from the Lists of Acceptable Documents. An employer cannot specify which document(s) you may present from the Lists of Acceptable Documents. You may present either one selection from List A or a combination of one selection from List B and one selection from List C. Some List A documents, which show both identity and employment authorization, are combination documents that must be presented together to be considered a List A document: for example, the foreign passport together with a Form I-94 containing an endorsement of the alien's nonimmigrant status and employment authorization with a specific employer incident to such status. List B documents show identity only and List C documents show employment authorization only. If your employer participates in E-Verify and you present a List B document, the document must contain a photograph. If you present acceptable List A documentation, you should not be asked to present, nor should you provide, List B and List C documentation. If you are unable to present a document(s) from these lists, you may be able to present an acceptable receipt. Refer to the Receipts section below.

Your employer must review the document(s) you present to complete Form I-9. If your document(s) reasonably appears to be genuine and to relate to you, your employer must accept the documents. If your document(s) does not reasonably appear to be genuine or to relate to you, your employer must reject it and provide you with an opportunity to present other documents from the Lists of Acceptable Documents. Your employer may choose to make copies of your document(s), but must return the original(s) to you. Your employer must review your documents in your physical presence.

Your employer will complete the other parts of this form, as well as review your entries in Section 1. Your employer may ask you to correct any errors found. Your employer is responsible for ensuring all parts of Form I-9 are properly completed and is subject to penalties under federal law if the form is not completed correctly.

Minors (individuals under age 18) and certain employees with disabilities whose parent, legal guardian or representative completed Section 1 for the employee are only required to present an employment authorization document from List C. Refer to the <u>Handbook for Employers: Guidance for Completing Form I-9 (M-274)</u> for more guidance on minors and certain individuals with disabilities.

Receipts

If you do not have unexpired documentation from the Lists of Acceptable Documents, you may be able to present a receipt(s) in lieu of an acceptable document(s). New employees who choose to present a receipt(s) must do so within three business days of their first day of employment. If your employer is reverifying your employment authorization, and you choose to present a receipt for reverification, you must present the receipt by the date your employment authorization expires. Receipts are not acceptable if employment lasts fewer than three business days.

There are three types of acceptable receipts:

- 1. A receipt showing that you have applied to replace a document that was lost, stolen or damaged. You must present the actual document within 90 days from the date of hire or, in the case of reverification, within 90 days from the date your original employment authorization expires.
- 2. The arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and a photograph of the individual. You must present the actual Permanent Resident Card (Form I-551) by the expiration date of the temporary I-551 stamp, or, if there is no expiration date, within 1 year from the date of admission.
- 3. The departure portion of Form I-94/I-94A with a refugee admission stamp. You must present an unexpired Employment Authorization Document (Form I-766) or a combination of a List B document and an unrestricted Social Security Card within 90 days from the date of hire or, in the case of reverification, within 90 days from the date your original employment authorization expires.

Receipts showing that you have applied for an initial grant of employment authorization, or for renewal of your expiring or expired employment authorization, are not acceptable.

Completing Section 2: Employer or Authorized Representative Review and Verification

You, the employer, must ensure that all parts of Form I-9 are properly completed and may be subject to penalties under federal law if the form is not completed correctly. Section 1 must be completed no later than the end of the employee's first day of employment. You may not ask an individual to complete Section 1 before he or she has accepted a job offer. Before completing Section 2, you should review Section 1 to ensure the employee completed it properly. If you find any errors in Section 1, have the employee make corrections, as necessary and initial and date any corrections made.

You or your authorized representative must complete Section 2 by examining evidence of identity and employment authorization within 3 business days of the employee's first day of employment. For example, if an employee begins employment on Monday, you must review the employee's documentation and complete Section 2 on or before Thursday of that week. However, if you hire an individual for less than 3 business days, Section 2 must be completed no later than the end of the first day of employment.

Entering Employee Information from Section 1

This area, titled, "Employee Info from Section 1" contains fields to enter the employee's last name, first name, middle initial exactly as he or she entered them in Section 1. This area also includes a Citizenship/Immigration Status field to enter the number of the citizenship or immigration status checkbox the employee selected in Section 1. These fields help to ensure that the two pages of an employee's Form I-9 remain together. When completing Section 2 using a computer, the number entered in the Citizenship/Immigration Status field provides drop-downs that directly relate to the employee's selected citizenship or immigration status.

Entering Documents the Employee Presents

You, the employer or authorized representative, must physically examine, in the employee's physical presence, the unexpired document(s) the employee presents from the Lists of Acceptable Documents to complete the Document fields in Section 2.

You cannot specify which document(s) an employee may present from these lists. If you discriminate in the Form I-9 process based on an individual's citizenship status, immigration status, or national origin, you may be in violation of the law and subject to sanctions such as civil penalties and be required to pay back pay to discrimination victims. A document is acceptable as long as it reasonably appears to be genuine and to relate to the person presenting it. Employees must present one selection from List A or a combination of one selection from List B and one selection from List C.

List A documents show both identity and employment authorization. Some List A documents are combination documents that must be presented together to be considered a List A document, such as a foreign passport together with a Form I-94 containing an endorsement of the alien's nonimmigrant status.

List B documents show identity only, and List C documents show employment authorization only. If an employee presents a List A document, do not ask or require the employee to present List B and List C documents, and vice versa. If an employer participates in E-Verify and the employee presents a List B document, the List B document must include a photograph.

If an employee presents a receipt for the application to replace a lost, stolen or damaged document, the employee must present the replacement document to you within 90 days of the first day of work for pay, or in the case of reverification, within 90 days of the date the employee's employment authorization expired. Enter the word "Receipt" followed by the title of the receipt in Section 2 under the list that relates to the receipt.

When your employee presents the replacement document, draw a line through the receipt, then enter the information from the new document into Section 2. Other receipts may be valid for longer or shorter periods, such as the arrival portion of Form I-94/ I-94A containing a temporary I-551 stamp and a photograph of the individual, which is valid until the expiration date of the temporary I-551 stamp or, if there is no expiration date, valid for one year from the date of admission.

Ensure that each document is an unexpired, original (no photocopies, except for certified copies of birth certificates) document. Certain employees may present an expired employment authorization document, which may be considered unexpired, if the employee's employment authorization has been extended by regulation or a Federal Register Notice. Refer to the <u>Handbook for Employers: Guidance for Completing Form I-9 (M-274)</u> or I-9 Central for more guidance on these special situations.

Refer to the M-274 for guidance on how to handle special situations, such as students (who may present additional documents not specified on the Lists) and H-1B and H-2A nonimmigrants changing employers.

Minors (individuals under age 18) and certain employees with disabilities whose parent, legal guardian or representative completed Section 1 for the employee are only required to present an employment authorization document from List C. Refer to the M-274 for more guidance on minors and certain persons with disabilities. If the minor's employer participates in E-Verify, the minor employee also must present a List B identity document with a photograph to complete Form I-9.

You must return original document(s) to the employee, but may make photocopies of the document(s) reviewed. Photocopying documents is voluntary unless you participate in E-Verify. E-Verify employers are only required to photocopy certain documents. If you are an E-Verify employer who chooses to photocopy documents other than those you are required to photocopy, you should apply this policy consistently with respect to Form I-9 completion for all employees. For more information on the types of documents that an employer must photocopy if the employer uses E-Verify, visit E-Verify's website at www.dhs.gov/e-verify. For non-E-Verify employers, if photocopies are made, they should be made consistently for ALL new hires and reverified employees.

Photocopies must be retained and presented with Form I-9 in case of an inspection by DHS or another federal government agency. You must always complete Section 2 by reviewing original documentation, even if you photocopy an employee's document(s) after reviewing the documentation. Making photocopies of an employee's document(s) cannot take the place of completing Form I-9. You are still responsible for completing and retaining Form I-9.

List A - Identity and Employment Authorization: If the employee presented an acceptable document(s) from List A or an acceptable receipt for a List A document, enter the document(s) information in this column. If the employee presented a List A document that consists of a combination of documents, enter information from each document in that combination in a separate area under List A as described below. All documents must be unexpired. If you enter document information in the List A column, you should not enter document information in the List B or List C columns. If you complete Section 2 using a computer, a selection in List A will fill all the fields in the Lists B and C columns with N/A.

Document Title: If the employee presented a document from List A, enter the title of the List A document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviation to enter the document title or issuing authority. If the employee presented a combination of documents, use the second and third Document Title fields as necessary.

Full name of List A Document	Abbreviations
U.S. Passport	U.S. Passport
U.S. Passport Card	U.S. Passport Card
Permanent Resident Card (Form I-551)	Perm. Resident Card (Form I-551)
Alien Registration Receipt Card (Form I-551)	Alien Reg.Receipt Card (Form I-551)
Foreign passport containing a temporary I-551 stamp	Foreign Passport Temporary I-551 Stamp
Foreign passport containing a temporary I-551 printed notation on a machine-readable immigrant visa (MRIV)	Foreign Passport Machine-readable immigrant visa (MRIV)
Employment Authorization Document (Form I-766)	Employment Auth. Document (Form I-766)
For a nonimmigrant alien authorized to work for a specific employer because of his or her status, a foreign passport with Form I/94/I-94A that contains an endorsement of the alien's nonimmigrant status	Foreign Passport, work-authorized non-immigrant Form I-94/I94A "Form I-20" or "Form DS-2019" Note: In limited circumstances, certain J-1
	students may be required to present a letter from their Responsible Officer in order to work. Enter the document title, issuing authority, document number and expiration date from this document in the Additional Information field.
Passport from the Federated States of Micronesia (FSM) with Form I-94/I-94A	1. FSM Passport with Form I-94 2. Form I-94/I94A
Passport from the Republic of the Marshall Islands (RMI) with Form I-94/I94A	1. RMI Passport with Form I-94 2. Form I-94/I94A
Receipt: The arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and photograph	Receipt: Form I-94/I-94A w/I-551 stamp, photo
Receipt: The departure portion of Form I-94/I-94A with an unexpired refugee admission stamp	Receipt: Form I-94/I-94A w/refugee stamp
Receipt for an application to replace a lost, stolen or damaged Permanent Resident Card (Form I-551)	Receipt replacement Perm. Res. Card (Form I-551)
Receipt for an application to replace a lost, stolen or damaged Employment Authorization Document (Form I-766)	Receipt replacement EAD (Form I-766)
Receipt for an application to replace a lost, stolen or damaged foreign passport with Form I-94/I-94A that contains an endorsement of the alien's nonimmigrant status	Receipt: Replacement Form I-94/I-94A Form I-20 or Form DS-2019, if presented
Receipt for an application to replace a lost, stolen or damaged passport from the Federated States of Micronesia with Form I-94/I-94A	Receipt: Replacement FSM Passport with Form I-94 Receipt: Replacement Form I-94/I-94A
Receipt for an application to replace a lost, stolen or damaged passport from the Republic of the Marshall Islands with Form I-94/I-94A	Receipt: Replacement RMI Passport with Form I-94 Receipt: Replacement Form I-94/I-94A

Issuing Authority: Enter the issuing authority of the List A document or receipt. The issuing authority is the specific entity that issued the document. If the employee presented a combination of documents, use the second and third Issuing Authority fields as necessary.

Document Number: Enter the document number, if any, of the List A document or receipt presented. If the document does not contain a number, enter N/A in this field. If the employee presented a combination of documents, use the second and third Document Number fields as necessary. If the document presented was a Form I-20 or DS-2019, enter the Student and Exchange Visitor Information System (SEVIS) number in the third Document Number field exactly as it appears on the Form I-20 or the DS-2019.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the List A document. The document is not acceptable if it has already expired. If the document does not contain an expiration date, enter N/A in this field. If the document uses text rather than a date to indicate when it expires, enter the text as shown on the document, such as "D/S"(which means, "duration of status"). For a receipt, enter the expiration date of the receipt validity period as described above. If the employee presented a combination of documents, use the second and third Expiration Date fields as necessary. If the document presented was a Form I-20 or DS-2019, enter the program end date here.

List B - Identity: If the employee presented an acceptable document from List B or an acceptable receipt for the application to replace a lost, stolen, or destroyed List B document, enter the document information in this column. If a parent or legal guardian attested to the identity of an employee who is an <u>individual under age 18</u> or certain <u>employees with disabilities</u> in Section 1, enter either "Individual under age 18" or "Special Placement" in this field. Refer to the <u>Handbook for Employers: Guidance for Completing Form I-9 (M-274)</u> for more guidance on individuals under age 18 and certain person with disabilities.

If you enter document information in the List B column, you must also enter document information in the List C column. If an employee presents acceptable List B and List C documents, do not ask the employees to present a List A document. No entries should be made in the List A column. If you complete Section 2 using a computer, a selection in List B will fill all the fields in the List A column with N/A.

Document Title: If the employee presented a document from List B, enter the title of the List B document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviations to document the document title or issuing authority.

Full name of List B Document	Abbreviations
Driver's license issued by a State or outlying possession of the United States	Driver's license issued by state/territory
ID card issued by a State or outlying possession of the United States	ID card issued by state/territory
ID card issued by federal, state, or local government agencies or entities	Government ID
School ID card with photograph	School ID
Voter's registration card	Voter registration card
U.S. Military card	U.S. Military card
U.S. Military draft record	U.S. Military draft record
Military dependent's ID card	Military dependent's ID card
U.S. Coast Guard Merchant Mariner Card	USCG Merchant Mariner card
Native American tribal document	Native American tribal document
Driver's license issued by a Canadian government authority	Canadian driver's license
School record (for persons under age 18 who are unable to present a document listed above)	School record (under age 18)
Report card (for persons under age 18 who are unable to present a document listed above)	Report Card (under age 18)
Clinic record (for persons under age 18 who are unable to present a document listed above)	Clinic record (under age 18)
Doctor record (for persons under age 18 who are unable to present a document listed above)	Doctor record (under age 18)
Hospital record (for persons under age 18 who are unable to present a document listed above)	Hospital record (under age 18)
Day-care record (for persons under age 18 who are unable to present a document listed above)	Day-care record (under age 18)
Nursery school record (for persons under age 18 who are unable to present a document listed above)	Nursery school record (under age 18)

Full name of List B Document	Abbreviations
Individual under age 18 endorsement by parent or guardian	Individual under Age 18
Special placement endorsement for persons with disabilities	Special Placement
Receipt for the application to replace a lost, stolen or damaged Driver's License issued by a State or outlying possession of the United States	Receipt: Replacement driver's license
Receipt for the application to replace a lost, stolen or damaged ID card issued by a State or outlying possession of the United States	Receipt: Replacement ID card
Receipt for the application to replace a lost, stolen or damaged ID card issued by federal, state, or local government agencies or entities	Receipt: Replacement Gov't ID
Receipt for the application to replace a lost, stolen or damaged School ID card with photograph	Receipt: Replacement School ID
Receipt for the application to replace a lost, stolen or damaged Voter's registration card	Receipt: Replacement Voter reg. card
Receipt for the application to replace a lost, stolen or damaged U.S. Military card	Receipt: Replacement U.S. Military card
Receipt for the application to replace a lost, stolen or damaged Military dependent's ID card	Receipt: Replacement U.S. Military dep. card
Receipt for the application to replace a lost, stolen or damaged U.S. Military draft record	Receipt: Replacement Military draft record
Receipt for the application to replace a lost, stolen or damaged U.S. Coast Guard Merchant Mariner Card	Receipt: Replacement Merchant Mariner card
Receipt for the application to replace a lost, stolen or damaged Driver's license issued by a Canadian government authority	Receipt: Replacement Canadian DL
Receipt for the application to replace a lost, stolen or damaged Native American tribal document	Receipt: Replacement Native American tribal doc
Receipt for the application to replace a lost, stolen or damaged School record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement School record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Report card (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Report card (under age 18)
Receipt for the application to replace a lost, stolen or damaged Clinic record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Clinic record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Doctor record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Doctor record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Hospital record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Hospital record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Day-care record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Day-care record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Nursery school record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Nursery school record (under age 18)

Issuing Authority: Enter the issuing authority of the List B document or receipt. The issuing authority is the entity that issued the document. If the employee presented a document that is issued by a state agency, include the state as part of the issuing authority.

Document Number: Enter the document number, if any, of the List B document or receipt exactly as it appears on the document. If the document does not contain a number, enter N/A in this field.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the List B document. The document is not acceptable if it has already expired. If the document does not contain an expiration date, enter N/A in this field. For a receipt, enter the expiration date of the receipt validity period as described in the Receipt section above.

List C - Employment Authorization: If the employee presented an acceptable document from List C, or an acceptable receipt for the application to replace a lost, stolen, or destroyed List C document, enter the document information in this column. If you enter document information in the List C column, you must also enter document information in the List B column. If an employee presents acceptable List B and List C documents, do not ask the employee to present a list A document. No entries should be made in the List A column.

Document Title: If the employee presented a document from List C, enter the title of the List C document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviations to document the document title or issuing authority. If you are completing the form on a computer, and you select an Employment authorization document issued by DHS, the field will populate with List C#8 and provide a space for you to enter a description of the documentation the employee presented. Refer to the M-274 for guidance on entering List C #8 documentation.

Full name of List C Document	Abbreviations
Social Security Account Number card without restrictions	(Unrestricted) Social Security Card
Certification of Birth Abroad (Form FS-545)	Form FS-545
Certification of Report of Birth (Form DS-1350)	Form DS-1350
Original or certified copy of a U.S. birth certificate bearing an official seal	Birth Certificate
Native American tribal document	Native American tribal document
U.S. Citizen ID Card (From I-197)	Form I-197
Identification Card for use of Resident Citizen in the United States (Form I-179)	Form I-179
Employment authorization document issued by DHS (List C #8)	Employment Auth. document (DHS) List C #8
Receipt for the application to replace a lost, stolen or damaged Social Security Account Number Card without restrictions	Receipt: Replacement Unrestricted SS Card
Receipt for the application to replace a lost, stolen or damaged Original or certified copy of a U.S. birth certificate bearing an official seal	Receipt: Replacement Birth Certificate
Receipt for the application to replace a lost, stolen or damaged Native American Tribal Document	Receipt: Replacement Native American Tribal Doc.
Receipt for the application to replace a lost, stolen or damaged Employment Authorization Document issued by DHS	Receipt: Replacement Employment Auth. Doc. (DHS)

Issuing Authority: Enter the issuing authority of the List C document or receipt. The issuing authority is the entity that issued the document.

Document Number: Enter the document number, if any, of the List C document or receipt exactly as it appears on the document. If the document does not contain a number, enter N/A in this field.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the List C document. The document is not acceptable if it has already expired, unless USCIS has extended the expiration date on the document. For instance, if a conditional resident presents a Form I-797 extending his or her conditional resident status with the employee's expired Form I-551, enter the future expiration date as indicated on the Form I-797. If the document has no expiration date, enter N/A in this field. For a receipt, enter the expiration date of the receipt validity period as described in the Receipt section above.

Additional Information: Use this space to notate any additional information required for Form I-9 such as:

- Employment authorization extensions for Temporary Protected Status beneficiaries, F-1 OPT STEM students, CAP-GAP, H-1B and H-2A employees continuing employment with the same employer or changing employers, and other nonimmigrant categories that may receive extensions of stay
- Additional document(s) that certain nonimmigrant employees may present
- Discrepancies that E-Verify employers must notate when participating in the IMAGE program
- Employee termination dates and form retention dates
- E-Verify case number, which may also be entered in the margin or attached as a separate sheet per E-Verify requirements and your chosen business process.
- Any other comments or notations necessary for the employer's business process

You may leave this field blank if the employee's circumstances do not require additional notations.

Entering Information in the Employer Certification

Employee's First Day of Employment: Enter the employee's first day of employment as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy).

Signature of Employer or Authorized Representative: Review the form for accuracy and completeness. The person who physically examines the employee's original document(s) and completes Section 2 must sign his or her name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. By signing Section 2, you attest under penalty of perjury (28 U.S.C. § 1746) that you have physically examined the documents presented by the employee, the document(s) reasonably appear to be genuine and to relate to the employee named, that to the best of your knowledge the employee is authorized to work in the United States, that the information you entered in Section 2 is complete, true and correct to the best of your knowledge, and that you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or knowingly accepting false documentation when completing this form.

Today's Date: The person who signs Section 2 must enter the date he or she signed Section 2 in this field. Do not backdate this field. If you used a form obtained from the USCIS website, you must print the form to write the date in this field. Enter the date as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Title of Employer or Authorized Representative: Enter the title, position or role of the person who physically examines the employee's original document(s), completes and signs Section 2.

Last Name of the Employer or Authorized Representative: Enter the full legal last name of the person who physically examines the employee's original documents, completes and signs Section 2. Last name refers to family name or surname. If the person has two last names or a hyphenated last name, include both names in this field.

First Name of the Employer or Authorized Representative: Enter the full legal first name of the person who physically examines the employee's original documents, completes, and signs Section 2. First name refers to the given name.

Employer's Business or Organization Name: Enter the name of the employer's business or organization in this field.

Employer's Business or Organization Address (Street Name and Number): Enter an actual, physical address of the employer. If your company has multiple locations, use the most appropriate address that identifies the location of the employer. Do not provide a P.O. Box address.

City or Town: Enter the city or town for the employer's business or organization address. If the location is not a city or town, you may enter the name of the village, county, township, reservation, etc. that applies.

State: Enter the two-character abbreviation of the state for the employer's business or organization address.

ZIP Code: Enter the 5-digit ZIP code for the employer's business or organization address.

Completing Section 3: Reverification and Rehires

Section 3 applies to both reverification and rehires. When completing this section, you must also complete the Last Name, First Name and Middle Initial fields in the Employee Info from Section 1 area at the top of Section 2, leaving the Citizenship/ Immigration Status field blank. When completing Section 3 in either a reverification or rehire situation, if the employee's name has changed, record the new name in Block A.

Reverification

Reverification in Section 3 must be completed prior to the earlier of:

- The expiration date, if any, of the employment authorization stated in Section 1, or
- The expiration date, if any, of the List A or List C employment authorization document recorded in Section 2 (with some exceptions listed below).

Some employees may have entered "N/A" in the expiration date field in Section 1 if they are aliens whose employment authorization does not expire, e.g. asylees, refugees, certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau. Reverification does not apply for such employees unless they choose to present evidence of employment authorization in Section 2 that contains an expiration date and requires reverification, such as Form I-766, Employment Authorization Document.

You should not reverify U.S. citizens and noncitizen nationals, or lawful permanent residents (including conditional residents) who presented a Permanent Resident Card (Form I-551). Reverification does not apply to List B documents.

For reverification, an employee must present an unexpired document(s) (or a receipt) from either List A or List C showing he or she is still authorized to work. You CANNOT require the employee to present a particular document from List A or List C. The employee is also not required to show the same type of document that he or she presented previously. See specific instructions on how to complete Section 3 below.

Rehires

If you rehire an employee within three years from the date that the Form I-9 was previously executed, you may either rely on the employee's previously executed Form I-9 or complete a new Form I-9.

If you choose to rely on a previously completed Form I-9, follow these guidelines.

- If the employee remains employment authorized as indicated on the previously executed Form I-9, the employee does not need to provide any additional documentation. Provide in Section 3 the employee's rehire date, any name changes if applicable, and sign and date the form.
- If the previously executed Form I-9 indicates that the employee's employment authorization from Section 1 or employment authorization documentation from Section 2 that is subject to reverification has expired, then reverification of employment authorization is required in Section 3 in addition to providing the rehire date. If the previously executed Form I-9 is not the current version of the form, you must complete Section 3 on the current version of the form.
- If you already used Section 3 of the employee's previously executed Form I-9, but are rehiring the employee within three years of the original execution of Form I-9, you may complete Section 3 on a new Form I-9 and attach it to the previously executed form.

Employees rehired after three years of original execution of the Form I-9 must complete a new Form I-9.

Complete each block in Section 3 as follows:

Block A - New Name: If an employee who is being reverified or rehired has also changed his or her name since originally completing Section 1 of this form, complete this block with the employee's new name. Enter only the part of the name that has changed, for example: if the employee changed only his or her last name, enter the last name in the Last Name field in this Block, then enter N/A in the First Name and Middle Initial fields. If the employee has not changed his or her name, enter N/A in each field of Block A.

Block B - Date of Rehire: Complete this block if you are rehiring an employee within three years of the date Form I-9 was originally executed. Enter the date of rehire in this field. Enter N/A in this field if the employee is not being rehired.

Block C - Complete this block if you are reverifying expiring or expired employment authorization or employment authorization documentation of a current or rehired employee. Enter the information from the List A or List C document(s) (or receipt) that the employee presented to reverify his or her employment authorization. All documents must be unexpired.

Document Title: Enter the title of the List A or C document (or receipt) the employee has presented to show continuing employment authorization in this field.

Document Number: Enter the document number, if any, of the document you entered in the Document Title field exactly as it appears on the document. Enter N/A if the document does not have a number.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the document you entered in the Document Title field as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). If the document does not contain an expiration date, enter N/A in this field.

Signature of Employer or Authorized Representative: The person who completes Section 3 must sign in this field. If you used a form obtained from the USCIS website, you must print Section 3 of the form to sign your name in this field. By signing Section 3, you attest under penalty of perjury (28 U.S.C. §1746) that you have examined the documents presented by the employee, that the document(s) reasonably appear to be genuine and to relate to the employee named, that to the best of your knowledge the employee is authorized to work in the United States, that the information you entered in Section 3 is complete, true and correct to the best of your knowledge, and that you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or knowingly accepting false documentation when completing this form.

Today's Date: The person who completes Section 3 must enter the date Section 3 was completed and signed in this field. Do not backdate this field. If you used a form obtained from the USCIS website, you must print Section 3 of the form to enter the date in this field. Enter the date as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Name of Employer or Authorized Representative: The person who completed, signed and dated Section 3 must enter his or her name in this field.

What is the Filing Fee?

There is no fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the "USCIS Privacy Act Statement" below.

USCIS Forms and Information

For additional guidance about Form I-9, employers and employees should refer to the *Handbook for Employers: Guidance for Completing Form I-9 (M-274)* or USCIS' Form I-9 website at www.uscis.gov/I-9Central.

You can also obtain information about Form I-9 by e-mailing USCIS at <u>I-9Central@dhs.gov</u>, or by calling 1-888-464-4218 or 1-877-875-6028 (TTY).

You may download and obtain the English and Spanish versions of Form I-9, the *Handbook for Employers*, or the instructions to Form I-9 from the USCIS website at https://www.uscis.gov/i-9. To complete Form I-9 on a computer, you will need the latest version of Adobe Reader, which can be downloaded for free at http://get.adobe.com/reader/. You may order USCIS forms by calling our toll-free number at 1-800-870-3676. You may also obtain forms and information by contacting the USCIS National Customer Service Center at 1-800-375-5283 or 1-800-767-1833 (TTY).

Information about E-Verify, a fast, free, internet-based system that allows businesses to determine the eligibility of their employees to work in the United States, can be obtained from the USCIS website at http://www.uscis.gov/e-verify, by e-mailing USCIS at E-Verify@dhs.gov or by calling 1-888-464-4218 or 1-877-875-6028 (TTY).

Employees with questions about Form I-9 and/or E-Verify can reach the USCIS employee hotline by calling 1-888-897-7781 or 1-877-875-6028 (TTY).

Photocopying Blank and Completed Forms I-9 and Retaining Completed Forms I-9

Employers may photocopy or print blank Forms I-9 for future use. All pages of the instructions and Lists of Acceptable Documents must be available, either in print or electronically, to all employees completing this form. Employers must retain each employee's completed Form I-9 for as long as the individual works for the employer and for a specified period after employment has ended. Employers are required to retain the pages of the form on which the employee and employer entered data. If copies of documentation presented by the employee are made, those copies must also be retained. Once the individual's employment ends, the employer must retain this form and attachments for either 3 years after the date of hire (i.e., first day of work for pay) or 1 year after the date employment ended, whichever is later. In the case of recruiters or referrers for a fee (only applicable to those that are agricultural associations, agricultural employers, or farm labor contractors), the retention period is 3 years after the date of hire (i.e., first day of work for pay).

Forms I-9 obtained from the USCIS website that are not printed and signed manually (by hand) are not considered complete. In the event of an inspection, retaining incomplete forms may make you subject to fines and penalties associated with incomplete forms.

Employers should ensure that information employees provide on Form I-9 is used only for Form I-9 purposes. Completed Forms I-9 and all accompanying documents should be stored in a safe, secure location.

Form I-9 may be generated, signed, and retained electronically, in compliance with Department of Homeland Security regulations at 8 CFR 274a.2.

USCIS Privacy Act Statement

AUTHORITIES: The authority for collecting this information is the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC § 1324a).

PURPOSE: This information is collected by employers to comply with the requirements of the Immigration Reform and Control Act of 1986. This law requires that employers verify the identity and employment authorization of individuals they hire for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

DISCLOSURE: Providing the information collected by this form is voluntary. However an employer should not continue to employ an individual without a completed form. Failure of the employer to prepare and/or ensure proper completion of this form for each employee hired in the United States after November 6, 1986 or in the Commonwealth of the Mariana Islands after November 27, 2011, may subject the employer to civil and/or criminal penalties. In addition, employing individuals knowing that they are unauthorized to work in the United States may subject the employer to civil and/or criminal penalties.

ROUTINE USES: This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The employer must retain this form for the required period and make it available for inspection by authorized officials of the Department of Homeland Security, Department of Labor and Office of Special Counsel for Immigration-Related Unfair Employment Practices.

Paperwork Reduction Act

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 35 minutes per response, when completing the form manually, and 26 minutes per response when using a computer to aid in completion of the form, including the time for reviewing instructions and completing and retaining the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Coordination Division, Office of Policy and Strategy, 20 Massachusetts Avenue NW, Washington, DC 20529-2140; OMB No. 1615-0047. **Do not mail your completed Form I-9 to this address.**



Employment Eligibility Verification Department of Homeland Security

U.S. Citizenship and Immigration Services

USCIS Form I-9

OMB No. 1615-0047 Expires 08/31/2019

▶ START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Last Name (Family Name)	First Name (Given N	lamal	Middle Initial	Others	4 N I	- I I I (if)
East Name (Family Name)	r ist Name (Given N	iaine)	iviloule miliai	Other L	ast ivame	s Used (if any)
Address (Street Number and Name)	Apt. Number	er City or Town			State	ZIP Code
Date of Birth (mm/dd/yyyy) U.S. Soc	cial Security Number Em	ployee's E-mail Add	dress	En	nployee's	Telephone Number
am aware that federal law provid connection with the completion of	es for imprisonment and f this form.	d/or fines for fals	e statements o	r use of	false do	cuments in
attest, under penalty of perjury, t	hat I am (check one of the	he following box	es):			
1. A citizen of the United States						
2. A noncitizen national of the United	States (See instructions)					
3. A lawful permanent resident (Al	ien Registration Number/US0	CIS Number):				
4. An alien authorized to work until Some aliens may write "N/A" in the				-		
Aliens authorized to work must provide An Alien Registration Number/USCIS N	only one of the following doc umber OR Form I-94 Admiss	ument numbers to c ion Number OR Fol	complete Form I-9: reign Passport Nui	mber.		QR Code - Section 1 Not Write In This Space
Alien Registration Number/USCIS No OR	umber:		_			
2. Form I-94 Admission Number: OR			_			
3. Foreign Passport Number:			_			
Country of Issuance:						
			Today's Date	(mm/dd/y	yyy)	
ignature of Employee						
reparer and/or Translator C I did not use a preparer or translator, it is below must be completed and	A preparer(s) and/or to a signed when preparers a	ranslator(s) assisted and/or translators	assist an employ	ee in cor	npleting	Section 1.)
reparer and/or Translator C] I did not use a preparer or translator. iields below must be completed and ttest, under penalty of perjury, th	A preparer(s) and/or to a signed when preparers a nat I have assisted in the	ranslator(s) assisted and/or translators	assist an employ	ee in cor	npleting	Section 1.)
reparer and/or Translator C I did not use a preparer or translator. ields below must be completed and ttest, under penalty of perjury, the	A preparer(s) and/or to a signed when preparers a nat I have assisted in the	ranslator(s) assisted and/or translators	assist an employ Section 1 of this	ee in cor	npleting d that to	Section 1.) the best of my
reparer and/or Translator C I did not use a preparer or translator.	A preparer(s) and/or to a signed when preparers a nat I have assisted in the	ranslator(s) assisted and/or translators completion of S	assist an employ Section 1 of this	form an	npleting d that to	Section 1.) the best of my



Employer Completes Next Page





Employment Eligibility Verification Department of Homeland Security U.S. Citizenship and Immigration Services

USCIS Form I-9

OMB No. 1615-0047 Expires 08/31/2019

Section 2. Employer or Authorized Representative Review and Verification (Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.") Last Name (Family Name) First Name (Given Name) M.I. Citizenship/Immigration Status Employee Info from Section 1 List A OR List B AND List C Identity and Employment Authorization Identity **Employment Authorization** Document Title Document Title Document Title Issuing Authority Issuing Authority Issuing Authority Document Number Document Number **Document Number** Expiration Date (if any)(mm/dd/yyyy) Expiration Date (if any)(mm/dd/yyyy) Expiration Date (if any)(mm/dd/yyyy) Document Title QR Code - Sections 2 & 3 Additional Information Issuing Authority Do Not Write In This Space **Document Number** Expiration Date (if any)(mm/dd/yyyy) Document Title Issuing Authority **Document Number** Expiration Date (if any)(mm/dd/yyyy) Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States. The employee's first day of employment (mm/dd/yyyy): (See instructions for exemptions) Signature of Employer or Authorized Representative Today's Date(mm/dd/yyyy) Title of Employer or Authorized Representative Last Name of Employer or Authorized Representative First Name of Employer or Authorized Representative Employer's Business or Organization Name State Employer's Business or Organization Address (Street Number and Name) City or Town ZIP Code Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.) A. New Name (if applicable) B. Date of Rehire (if applicable) Last Name (Family Name) First Name (Given Name) Middle Initial Date (mm/dd/yyyy) C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below. Document Title **Document Number** Expiration Date (if any) (mm/dd/yyyy) I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual. Signature of Employer or Authorized Representative Today's Date (mm/dd/yyyy) Name of Employer or Authorized Representative

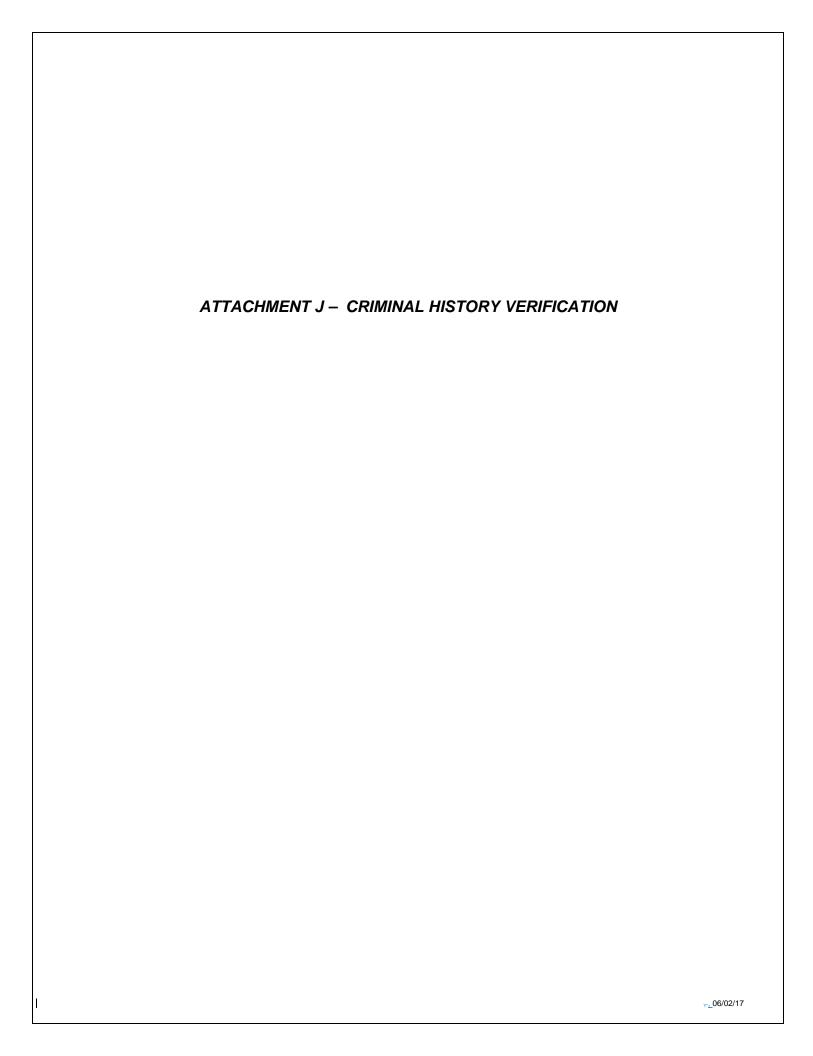
LISTS OF ACCEPTABLE DOCUMENTS All documents must be UNEXPIRED

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

	LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity Al	ND	LIST C Documents that Establish Employment Authorization
3.	U.S. Passport or U.S. Passport Card Permanent Resident Card or Alien Registration Receipt Card (Form I-551) Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine- readable immigrant visa Employment Authorization Document that contains a photograph (Form		Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.	1.	A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION Certification of Birth Abroad issued by the Department of State (Form
5.	I-766) For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and	4 5 6		3.	FS-545)
	(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.	9.		6.	Native American tribal document U.S. Citizen ID Card (Form I-197) Identification Card for Use of Resident Citizen in the United States (Form I-179)
6.	Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	11	D. School record or report card Clinic, doctor, or hospital record Day-care or nursery school record	8.	Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in Part 8 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.



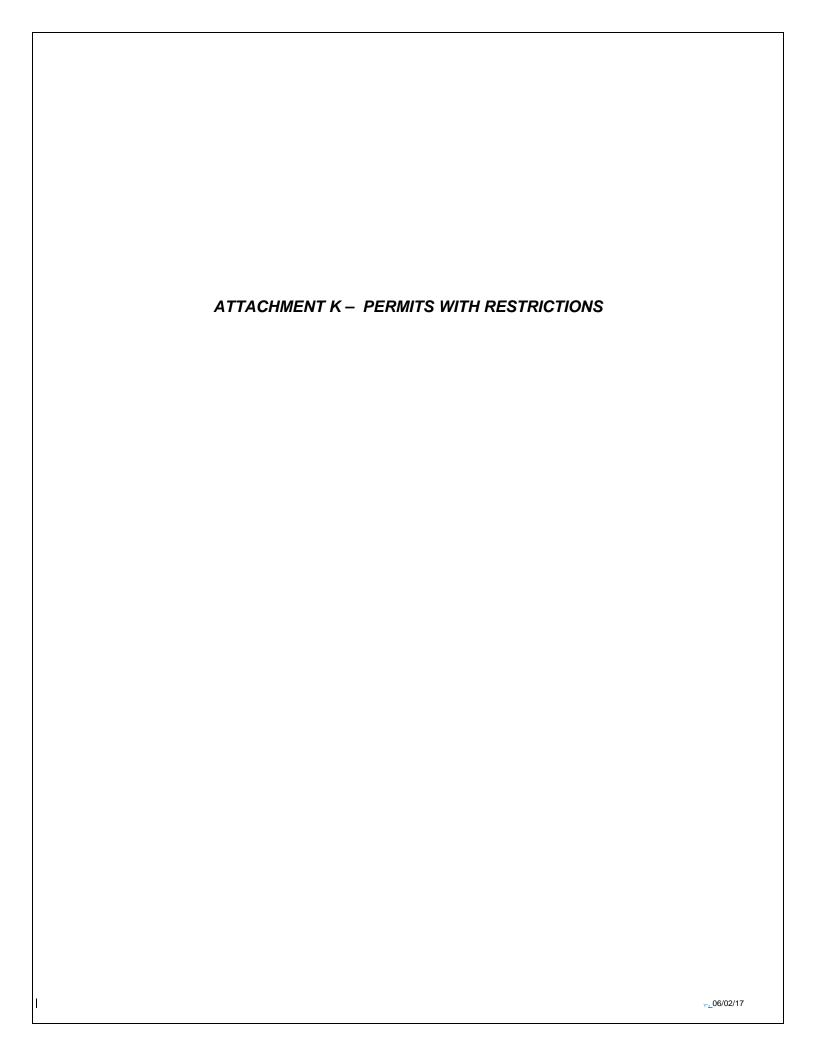
CRIMINAL HISTORY VERIFICATION

We hereby certify that if we are selected as the successful bidder, we will provide upon request current Criminal background clearances for all prospective personnel associated with the company that could be asked to provide services to the County of Northampton. These documents will be available to the County within 48 hours of the request.

This form must be signed and returned with bid proposals.

Vendor Name: _	
Signed:	
Title:	
Date:	

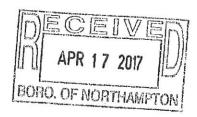
Note: If requested to provide Criminal History Background, please note that the Pennsylvania State Police has established a web-based computer application called "Pennsylvania Access To Criminal History," (PATCH) to help facilitate obtaining background checks. Using this system, a requestor can apply for a criminal background check on an individual for a fee of \$10.00 payable by credit card. https://epatch.state.pa.us





April 12, 2017

Borough of Northampton c/o Mr. Gene Zarayko 1401 Laubach Avenue Northampton, PA 18067



Re:

Water Obstruction and Encroachment Permit (WOEP) Issuance

Dry Run Pedestrian Bridge, E48-436

APS ID# 910984, AUTH ID# 1130032, E48-436 Northampton Borough, Northampton County

Dear Mr. Zarayko:

Enclosed is your copy of your State Water Obstruction and Encroachment Permit (WOEP). Also enclosed is your Pennsylvania State Programmatic General Permit (PASPGP-5), providing Federal authorization pursuant to Section 10 of the Rivers and Harbors Act and/or Section 404 of the Clean Water Act. These authorizations may be subject to modification, suspension, or revocation if any of the information contained in the application, including the plans, is later found to be in error.

The enclosed list of conditions must be followed for purposes of the PASPGP-5 (Enclosure 1). A PASPGP-5 Permit Compliance, Self-Certification Form must be completed and returned to the appropriate Corps of Engineers office upon completion of construction (Enclosure 2).

Please review both permits and all enclosures so that you are aware of the extent of authorization and the conditions that apply to that authorization.

This WOEP is not effective until a copy of the Acknowledgment of Apprisal of Permit Conditions, signed by you, is received by the Department. Any work conducted prior to the Department's receipt of the signed Acknowledgment of Apprisal of Permit Conditions is a violation of the Dam Safety and Encroachments Act and the Clean Streams Law, and you may be subject to fines and penalties pursuant to those Acts.

A copy of the Permit, Acknowledgment of Apprisal of Permit Conditions, the Erosion and Sediment Control plan, this Issuance Letter, and any other applicable State and Federal authorizations, must be maintained on site during construction and available at the work site for inspection upon request by any officer or agent of the Department or any other Federal, State, County and Municipal agency.

If you have additional questions, please contact Michael Luciani at 570-830-3089.

Sincerely,

Joseph J. Buczynski, P.E.

Environmental Program Manager Waterways & Wetlands Program

cc:

Wilson Consulting Group, PC

Northampton County Conservation District

U.S. Army Corps of Engineers, Philadelphia District

PA Fish & Boat Commission, Division of Environmental Services

Commonwealth of Pennsylvania Department of Environmental Protection Waterways and Wetlands Program Northeast Regional Office

WATER OBSTRUCTION AND ENCROACHMENT PERMIT

The Department of Environmental Protection "Department", established by the Act of December 3, 1970, P.L. 834 (71 P.S. §§510.1 et seq.) and empowered to exercise certain powers and perform certain duties under and by virtue of the Act of November 26, 1978, P.L. 1375, as amended by the Act of October 23, 1979, P.L. 204 (32 P.S. §§693.1 et seq.) known as the "Dam Safety and Encroachments Act"; Act of October 4, 1978, P.L. 851, (32 P.S. §§679.101 et seq.) known as the "Flood Plain Management Act"; Act of June 22, 1937, P.L. 1987, (35 P.S. §§691.1 et seq.), known as "The Clean Streams Law"; and the Administrative Code, Act of April 9, 1929, P.L. 177, as amended, which empowers the Department to exercise certain powers and perform certain duties by law vested in and imposed upon the Water Supply Commission of Pennsylvania and the Water and Power Resources Board, hereby issues this permit to:

Northampton Borough 1401 Laubach Avenue, Northampton, PA 18067

giving its consent to:

construct and maintain a timber deck steel I-beam superstructure with a span of 54', a width of 12' and an underclearance of 9.4', over Dry Run that is associated with the Delaware and Lehigh Heritage Trail. Construction will also include the rehabilitation of an existing abutment on the north end and construction of a new abutment on the south end; rock protection will be placed for scour protection around the abutments. The project is located south of the intersection of Line Alley and Main Street (Catasauqua, PA Quadrangle Latitude: 40°40'19.6"; Longitude: -75°29'4.8") in Northampton Borough, Northampton County.

The issuance of this permit also constitutes approval of a Water Quality Certification under Section 401 of the Federal Water Pollution Control Act [33 U.S.C.A. 1341(a)].

If this work authorized by this permit is not completed on or before the 31st day of **December** A.D. 2019, this permit, if not previously revoked or specifically extended by the Department in writing, shall become void without further notification.

This permit is issued in response to an application filed with the Department of Environmental Protection on the 23rd day of March A.D. 2016, and with the understanding that the work shall be performed in accordance with the maps, plans, profiles and specifications filed with and made a part of the application on July 3, 2016, subject, however, to the provisions of the Dam Safety

and Encroachments Act, the Flood Plain Management Act, the Clean Streams Law, the Administrative Code, the rules and regulations promulgated thereunder and the following conditions and restrictions:

- 1. The permittee shall sign the Acknowledgement of Appraisal of Permit Conditions thereby expressly certifying the permittee's acceptance of, and agreement to comply with, the terms and conditions of this permit. The permittee shall return a signed copy of the Acknowledgement of Appraisal of Permit Conditions to the Department. Unless the Acknowledgement of Appraisal of Permit Conditions for is completed and filed with the Department, this permit is void.
- 2. The Department, in issuing this permit, has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete or inaccurate, this permit may be modified, suspended, or revoked, in whole or in part, and the Department may, in addition, institute appropriate legal proceedings.
- 3. This permit does not give any property rights, either in real estate or material, nor any exclusive privileges, nor shall it be construed to grant or confer any right, title, easement, or interest in, to, or over any land belonging to the Commonwealth of Pennsylvania; neither does it authorize any injury to private property or invasion of private rights, nor any infringement of Federal, State, or Local laws or regulations; nor does it obviate the necessity of obtaining Federal assent when necessary.
- 4. The work shall at all times be subject to supervision and inspection by representatives of the Department, and no changes in the maps, plans, profiles, and specifications as approved shall be made except with the written consent of the Department. The Department, however, reserves the right to require such changes or modifications in the maps, plans, profiles, and specifications as may be considered necessary. The Department further reserves the right to suspend or revoke this permit if in its opinion the best interest of the Commonwealth will be subserved thereby.
- 5. This permit authorizes the construction, operation, maintenance and normal repair of the permitted structures conducted within the original specifications for the water obstruction or encroachment, and in accordance with the regulations of the Department and terms and conditions of this permit. Any repairs or maintenance involving modifications of the water obstruction or encroachment from its original specifications, and any repairs or reconstruction involving a substantial portion of the structure as defined by regulations of the Department shall require the prior written approval and permit of the Department.
- 6. All construction debris, excavated material, brush, rocks, and refuse incidental to this work shall be removed entirely from the stream channel and placed either on shore above the influence of flood waters, or at such dumping ground as may be approved by the Department.
- 7. There shall be no unreasonable interference with the free discharge of the river or stream or navigation during construction.

- 8. If future operations by the Commonwealth of Pennsylvania require modification of the structure or work, or if, in the opinion of the Department of Environmental Protection, the structure or work shall cause unreasonable obstruction to the free passage of floodwaters or navigation, the permittee shall, upon due notice remove or alter the structures, work or obstructions caused thereby, without expense to the Commonwealth of Pennsylvania, so as to increase the flood carrying capacity of the channel or render navigation reasonably free, easy, and unobstructed, in such manner as the Department may require. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.
- 9. The permittee shall notify the Department, in writing, of the proposed time for commencement of work at least 15 days prior to the commencement of construction.
- 10. If construction work has not been completed within the time specified in this permit and the time limit specified in this permit has not been extended in writing by the Department or if this permit has been revoked for any reason, the permittee shall, at his own expense and in a manner that the Department may prescribe, remove all or any portion of the work as the Department requires and restore the watercourse and floodplain to their former condition.
- 11. The permittee shall fully inform the engineer or contractor, responsible for the supervision and conduct of the work, of the terms, conditions, restrictions and covenants of this permit. Prior to the commencement of construction, the permittee shall file with the Department in writing, on a form provided by the Department, a statement signed by the permittee and an individual responsible for the supervision or conduct of the work acknowledging and accepting the general and special conditions contained in this permit. Unless the acknowledgment and acceptance have been filed, this permit is void. A copy of this permit and the acknowledgment shall be available at the work site for inspection upon request by an officer or agent of the Department or another Federal, State, County or Municipal Agency.
- 12. The permittee shall operate and maintain the structure or work authorized herein in a safe condition in accordance with the permit terms and conditions and the approved maps, plans, profiles and specifications.
- 13. This permit may not be transferred without prior written approval from the Department, such approval being considered upon receipt of the properly executed "Application for Transfer of Permit" form.
- 14. If and when the permittee desires to discontinue use or abandon the activity authorized herein, he must remove all or part of the structure or work authorized and take other actions as are necessary to protect safety and the environment in accordance with a permit issued by the Department.
- 15. If the use of explosives in any waterways is required, the permittee shall secure the prior written permit from the Pennsylvania Fish and Boat Commission, pursuant to the Pennsylvania Fish and Boat Code, Act 1980-175 Title 30 Pennsylvania Consolidated Statutes, Section 2906. Requests should be directed to the Pennsylvania Fish and Boat

Commission, Division of Environmental Services, 450 Robinson Lane, Bellefonte, PA 16823-9620, telephone 814-359-5140.

- 16. Permittee shall implement and monitor an Erosion and Sedimentation Control Plan prepared in accordance with Chapter 102 so as to minimize erosion and prevent excessive sedimentation into the receiving watercourse or body of water.
- 17. The project site shall at all times be available for inspection by authorized officers and employees of the Pennsylvania Fish and Boat Commission. Prior to commencement and upon completion of the work authorized by this permit, the permittee shall notify the Pennsylvania Fish and Boat Commission's Southeast Regional Office, P. O. Box 9, Elm, PA 17521, Telephone 717-626-0228.
- 18. The project site shall at all times be available for inspection by authorized officers and employees of the County Conservation District. Prior to commencement and upon completion of the work authorized by this permit, the permittee shall notify the Northampton County Conservation District, 14 Gracedale Avenue, Nazareth, PA 18064, Telephone 610-829-6276.
- 19. Work may not commence until a signed copy of the Acknowledgement of Appraisal of Permit Conditions is received by the Department. Any work authorized by this permit conducted prior to the Department's receipt of a signed copy of the Acknowledgement of Appraisal of Permit Conditions is a violation of the Dam Safety and Encroachments Act and the Clean Streams Law, and you may be subject to fines and penalties pursuant to those Acts.

20. SPECIAL CONDITIONS:

A. Project construction shall take place when the stream is at normal low flow.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Joseph J. Buczynski, P.E.

Environmental Program Manager

Waterways and Wetlands Program

Permit No. E48-436

ACKNOWLEDGMENT OF APPRISAL OF PERMIT CONDITIONS

Ι,	
	Permittee name)
and	
(Name address and telephone of indi-	vidual responsible for supervision of work)
acknowledge and accept the general and special	conditions of Permit No. E48-436, issued to
Northan	npton Borough
1401 Laubach Avenu	ue, Northampton, PA 18067
which authorizes the permittee to:	
construct and maintain a timber deck span of 54', a width of 12' and an unders associated with the Delaware and Lealso include the rehabilitation of an exconstruction of a new abutment on the placed for scour protection around the south of the intersection of Line Alley a Quadrangle Latitude: 40°40'19.6"; Los Borough, Northampton County.	erclearance of 9.4', over Dry Run that chigh Heritage Trail. Construction will isting abutment on the north end and south end; rock protection will be abutments. The project is located and Main Street (Catasauqua, PA
(Permittee signature)	(Date)
(Signature of individual responsible for supervision of work)	(Date)
Return To:	
Department of Environmental Protection Northeast Regional Office Waterways and Wetlands Program 2 Public Square Wilkes-Barre, PA 18701-1915	

PASPGP-5 PERMIT COMPLIANCE, SELF-CERTIFICATION FORM

Project Name:	Applicant Nam	e:
PADEP Permit No:	Date of Issuance	ee:
Corps Permit Number:	Date of Issuance	ee:
Waterway:	County:	
In accordance with the compliance certification and sign this certification form and return it to t	condition of your PASPGP-5 author the appropriate Corps of Engineers D	rization, you are required to complete istrict in which the work is located.
Philadelphia District Regulatory Branch Wanamaker Building	S. Army Corps of Engineers UBaltimore District 1631 South Atherton Street Suite 101 State College, PA 16801-6260	J.S. Army Corps of Engineers Pittsburgh District Regulatory Branch Federal Building, 20 th Floor 1000 Liberty Avenue Pittsburgh, PA 15222-4186
Please note that the permitted activity is subject representatives. As a condition of this permit, to below, or to perform the authorized work in conference of your authorization in accordance penalties, in accordance with 33 CFR part 326.	failure to return this notification form mpliance with the permit, can result i with 33 CFR Part 325.7 and/or admit	n, provide the required information in suspension, modification or
Please provide the following information:		
Date authorized work commenced:	i i	
Date authorized work completed:		
3. Was all work, including any required mitiga	ation, completed in accordance with y	our PASPGP-5 authorization?
4. Explain any deviations (use additional sheet	ts if necessary)	
5. Was compensatory wetland/stream mitigation YES NO (if YES, attack)	on accomplished through an approve th proof of transaction, if NO comple	d Mitigation Bank and/or In-Lieu fee program'ete Number 6 and 7 below).
Was permittee compensatory wetland and/or compensatory mitigation completed in accor	r stream mitigation required? YE dance with the permit and mitigation	S NO If YES, was the required plan requirements? YES NO
7. Attach labeled color photographs showing co	ompleted work including any mitigat	ion area(s).
I hereby certify that, except as noted above, with the terms and conditions, including spe	that all work, including mitigation acial conditions of the above referen	, has been completed in accordance need permit.
(Permittee Signature):	(Telephone Nun	nber):
(Address):		

<u>PENNSYLVANIA STATE PROGRAMMATIC GENERAL PERMIT - 5</u> (PASPGP-5) July 1, 2016

Please note: the full text of the PASPGP-5 may be viewed on the Baltimore District web site at http://www.nab.usace.army.mil/Missions/Regulatory/PermitTypesandProcess.aspx or by calling the Corps at 814-235-0570

Permittee: Northampton Borough

Date of PASPGP-5 Verification: April 12, 2017

State Authorization(s): E48-436

Corps District:

Philadelphia U.S. Army Corps of Engineers, Philadelphia District Regulatory Branch Wanamaker Building 100 Penn Square East Philadelphia PA 19107-3390	Baltimore U.S. Army Corps of Engineers, Baltimore District Regulatory Branch 1631 South Atherton Street Suite 101 State College, PA 16801-6260	Pittsburgh U.S. Army Corps of Engineers, Pittsburgh District Regulatory Branch Federal Building, 20th floor 1000 Liberty Avenue Pittsburgh, PA, 15222-4186
Philadelphia, PA 19107-3390	State College, PA 16801-6260	Pittsburgh, PA 15222-4186

It has been determined that your proposed project, which includes the discharge of dredged and/or fill material and/or the placement of structures into waters of the United States, including wetlands, qualifies for Federal authorization under the provisions of Section 404 of the Clean Water Act and /or Section 10 of the River and Harbor Act of 1899, under the terms and conditions of the PASPGP-5.

All activities authorized under PASPGP-5 must comply with all conditions of the authorization, including General, Procedural, and Special Conditions. Failure to comply with all the conditions of the authorization, including project special conditions, will constitute a permit violation and may be subject to criminal, civil, or administrative penalties, and /or restoration.

The authorized activity must be performed in compliance with the following General Conditions to be authorized under PASPGP-5:

General Conditions:

- Permit Conditions: The permittee shall comply with all terms and conditions set forth in the PADEP authorization, including all conditions of the State Water Quality Certification as required by Section 401 of the CWA, and any subsequent amendments or modifications to such authorizations. The permittee shall conduct all work and activities in strict compliance with all approved maps, plans, profiles, and specifications used by PADEP and/or the Corps in issuing their authorization/verification.
- 2. Aquatic Life Movements: No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be appropriately depressed to maintain aquatic life movement and low flow conditions.
- 3. Threatened and Endangered Species: By signing the PNDI receipt, the permittee has agreed to comply with all avoidance measures identified by the PNDI receipt. As such, those avoidance measures associated with Federally-listed threatened or endangered species are a condition of the PASPGP-5 verification, unless modified by the Corps.

If an activity is verified under the PASPGP-5, and a Federally-listed threatened or endangered species, or proposed species, is subsequently found to be present, all work must cease, and the Corps and USFWS (or NMFS) must be notified. The PASPGP-5 verification is suspended and will not be reissued until consultation pursuant to Section 7 of the ESA is concluded and adverse effects to Federally-listed threatened, endangered and proposed species are avoided.

Furthermore, persons have an independent responsibility under Section 9 of the ESA to not engage in any activity that could result in the "take" of a Federally-listed species.

- 4. Spawning Areas: The permittee shall comply with all time-of-year-restrictions associated with spawning areas as set forth by the PFBC or other designated agency. Discharges or structures in spawning or nursery areas shall not occur during spawning seasons, unless written approval is obtained from the PFBC or other designated agency. In addition, work in areas used for other time sensitive life span activities of fish and wildlife (such as hibernation or migration) may necessitate the use of seasonal restrictions for avoidance of adverse impacts to vulnerable species. Impacts to these areas shall be avoided or minimized to the maximum extent practicable during all other times of the year.
- 5. Migratory Bird Breeding Areas: Activities in waters of the United States, including jurisdictional wetlands, that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable. Recommendations pertaining to the conservation of migratory birds can be found at the following USFWS web site: http://www.fws.gov/northeast/pafo/
- 6. Shellfish Production: No discharge of dredged and/or fill material and/or the placement of structures may occur in areas of concentrated shellfish production, unless the discharge is directly related to an authorized shellfish harvesting activity.
- 7. Adverse Effects From Impoundment: If the activity, including the discharge of dredged and/or fill material or the placement of a structure, creates an impoundment of water, the adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow, including impacts to wetlands, shall be minimized to the maximum extent practicable.
- 8. Obstruction of High Flows: To the maximum extent practicable, the activity must be designed to maintain pre-construction downstream flow conditions (i.e., location, capacity, and flow rates). Furthermore, the activity must not permanently restrict or impede the passage of normal or expected high flows (unless the primary purpose of the fill is to impound waters), and the structure or discharge of dredged and/or fill material shall be designed to withstand expected high flows.
- Erosion and Sediment Controls: During construction, appropriate erosion and sedimentation
 controls must be used and maintained in effective operating condition in accordance with State
 regulations. All disturbed soil and other fill material must be permanently stabilized.
- 10. Suitable Material: No activities, including discharges of dredged and/or fill material or the placement of structures, may consist of unsuitable material (i.e., asphalt, trash, debris, car bodies, etc.). No material discharged shall contain toxic pollutants in amounts that would violate the effluent limitation standards of § 307 of the CWA.
- 11. Temporary Fill: Temporary fill (i.e., access roads and cofferdams) in waters and/or wetlands verified by the PASPGP-5 shall be properly constructed and stabilized during use to prevent erosion and accretion. Temporary fill in wetlands shall be placed on geotextile fabric laid on existing wetland grade, unless such requirement is specifically waived by the Corps. Whenever possible, rubber or wooden mats should be used for equipment access through wetlands to the project area. Temporary fills shall be removed, in their entirety, to an upland site, and suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas shall be restored to their preconstruction contours, elevations, and hydrology, and revegetated with a wetland seed mix that contains non-invasive, native species, as soon as practicable.

- 12. Equipment Working in Wetlands: Measures must be taken to minimize soil disturbance when heavy equipment is used in wetlands. These measures include, but are not limited to, avoiding the use of such equipment, use of timber mats or geotextile fabric, and use of low pressure tire vehicles.
- Installation and Maintenance: Any structure or fill verified shall be properly installed and maintained to ensure public safety.

14. PASPGP-5 Authorization:

- a. The PASPGP-5 expires June 30, 2021, unless suspended or revoked.
- b. Verifications of PASPGP-5 expire June 30, 2021, unless the PASPGP-5 permit is suspended, revoked, or the PADEP authorization expires, whichever date occurs sooner. Activities authorized under the PASPGP-5 that have commenced construction or are under contract to commence construction will remain authorized provided the activity is completed within 12 month of the date of the PASPGP-5's expiration, modification, or revocation; or until the expiration date of the project specific verification, whichever is sooner.
- 15. One-Time Use: A PASPGP-5 verification is valid to construct the project, or perform the activity, one time only, except for PASPGP-5 verification specifically issued for reoccurring maintenance activities.
- 16. Water Supply Intakes: No activity, including discharges of dredged and/or fill material and/or placement of structures, may occur in the proximity of a public water supply intake and adversely impact the public water supply.
- 17. Cultural Resources: For all activities verified under a PASPGP-5, upon the unanticipated discovery of any previously unknown historic properties (historic or archeological), all work must cease and the permittee must notify the SHPO and the Corps of Engineers. The Corps will contact the Tribes they routinely consult with within 24 hours in accordance with each District's tribal Consultation process. The PASPGP-5 verification is not valid until it is determined, through the Section 106 consultation process, whether the activity will have an effect on the historic property. The PASPGP-5 may be re-verified and special conditions added if necessary, after an effects determination on historic properties and/or Tribal resource is made, in consultation with the SHPO, the Tribes and other interested parties. The PASPGP-5 verification may be modified and/or rescinded for the specific activity if an adverse effect on the historic property cannot be avoided, minimized, or mitigated.
- 18. Tribal Rights: No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting grounds.
- 19. Corps Civil Works Projects: The PASPGP-5 does not authorize any work which will interfere with an existing or proposed Corps Civil Works project (i.e., flood control projects, dams, reservoirs, and navigation projects), unless specifically waived by the Corps in writing.
- 20. Navigation: No activity verified under PASPGP-5 may cause more than minimal adverse effect on navigation. No attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein. In addition, activities that require temporary causeways that prohibit continued navigational use of a waterway (i.e., temporary causeways extending greater than ¾ the width across the waterway) shall be removed in their entirety upon completion of their use. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulation or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if further operations by the United States require the removal,

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

- 21. Inspections: The permittee shall allow a District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with all the terms and conditions of the PASPGP-5. The District Engineer may also require post-construction engineering drawings (as-built plans) for completed work.
- 22. PASPGP-5 Permit Compliance Self Certification Form: A Self Certification Form, will be forwarded to each permittee with a PASPGP-5 verification. Every permittee, who receives a written PASPGP-5 verification, shall submit a signed Self Certification Form upon completion of the verified work and required mitigation, to the appropriate Corps District.
- 23. Monitoring of Temporary Wetland Impacts: For all temporary wetland impacts greater than 0.10 acre per Single and Complete Project, a monitoring report using the standard monitoring form (including preconstruction photographs as described on the monitoring form) will be submitted to the Corps, unless this requirement is specifically waived by the Corps in writing, or such monitoring is superseded by more stringent monitoring required by the Corps as a Special Condition of a PASPGP-5 verification. To obtain a waiver from the Corps the applicant must contact the appropriate Corps district with a written request to be relieved of the monitoring requirement. Such request shall include the state authorization, and the Corps permit numbers if known, and a rationale as to why the monitoring should not be required.

The permittee shall inspect the subject areas within 7 days after restoration of the temporary impact is completed, and again at the end of the first full growing season (no later than October 31) after the site has been restored. The standard monitoring form is available on the Baltimore District web site at:

http://www.nab.usace.army.mil/Missions/Regulatory/PermitTypesandProcess.aspx or by contacting the applicable Corps District office. When more than one temporary wetland impact is authorized as part of a Single and Complete Project, separate monitoring forms shall be filled out for each temporarily impacted wetland.

The completed report shall be submitted to the appropriate Corps District within two weeks of the final inspection of the temporarily impacted wetland. If the initial monitoring event reveals that the temporarily impacted area is not restored to preconstruction contours, the permittee shall take corrective measures to return the area back to preconstruction grades. The permittee shall document the actions taken to restore the area back to preconstruction grades on the monitoring form.

This condition is not applicable to any project authorized as a grandfathered PASPGP-4 (see Part IV A. 30. "Grandfathered Activities"

- 24. Permit Modifications: Any proposed modification of a verified Single and Complete Project that results in a change in the verified impact to, or use of waters of the United States, including jurisdictional wetlands, must be approved by PADEP. Corps approval is also required if the Single and Complete Project had been previously reviewed by the Corps, or if the proposed modification is a reporting activity under PASPGP-5. Project modifications that cause a Single and Complete Project to exceed 1.0 acre of waters of the United States, including jurisdictional wetlands, or greater than 1,000 linear feet of permanent stream loss will not be eligible for PASPGP-5 and will be forwarded to the Corps for review.
- 25. Recorded Conservation Instruments: As per Part IV.A.28 and Part IV.B.9 of this permit, proposed Draft Conservation Instruments may be submitted by the applicant as part of the permit

application package for review and approval. When such proposed Conservation Instruments are submitted by the applicant, proof of the recorded deed restriction, conservation easement, or deed restricted open space area shall be forwarded to the appropriate Corps District and appropriate PADEP offices, prior to the initiation of any permitted work, unless specifically waived by the Corps in writing. Conservation Instrument templates can be found at: http://www.nab.usace.army.mil/Missions/Regulatory/PermitTypesandProcess.aspx

- 26. Property Rights: The PASPGP-5 does not obviate the need to obtain other Federal, state, or local authorizations required by law, nor does the permit grant any property rights or exclusive privileges, or authorize any injury to the property or rights of others.
- 27. Navigable Waters of the United States (Section 10 Waters):
 - a. The PASPGP-5 may be used to authorize work in the following navigable waters of the United States:
 - Codorus Creek from the confluence with the Susquehanna River 11.4 miles upstream to the Richland Avenue Bridge in York, Pennsylvania;
 - Main Stem Susquehanna River from the confluence with the Chesapeake Bay upstream to Athens, Pennsylvania (approximately 4 miles south from the New York State line);
 - iii. West Branch of the Susquehanna River from the confluence with the main stem Susquehanna River upstream to the dam at Lock Haven, Pennsylvania;
 - iv. Chester Creek from the confluence with the Delaware River 2 miles upstream;
 - v. Crum Creek from the confluence with the Delaware River 1 mile upstream to the upstream side of the Dam at Eddystone;
 - vi. Darby Creek from the confluence with the Delaware River 5 miles upstream to the upstream side of the 84th Street Bridge in Philadelphia, Pennsylvania;
 - vii. Delaware River from U.S. Route 202 Bridged in New Hope, Pennsylvania, including the West Branch of the Delaware River, upstream to the Pennsylvania/New York border at the 42nd parallel;
 - viii. Lehigh River from the confluence with the Delaware River 72 miles upstream to the downstream side of the PA Route 940 Bridge;
 - ix. Neshaminy Creek the confluence with the Delaware River, including Neshaminy State Park Harbor Project at the mouth of Neshaminy Creek, 4 miles upstream to the downstream side of the Newportville Bridge;
 - Pennypack Creek from the confluence with the Delaware River 2 miles upstream
 to the downstream side of the Frankford Avenue Bridge in Philadelphia,
 Pennsylvania;
 - xi. Ridley Creek from the confluence with the Delaware River 1 mile upstream to the upstream side of the Baltimore and Ohio Railroad Bridge in Chester, Pennsylvania;
 - xii. Schuylkill River from the Fairmont Dam, 104 miles upstream to Port Carbon, Pennsylvania;

- xiii. Schuylkill Navigation Channel (Manayunk Canal) along the Schuylkill River for 2 miles from the Flat Rock Dam to Lock Street in the Manayunk Section of Philadelphia, Pennsylvania;
- xiv. Delaware Canal;
- xv. Lehigh Canal; and
- xvi. All other waters not specifically exempted in the PASPGP-5, Part III, A, 5, that are subject to the ebb and flow of the tide. Such waters are considered navigable waters of the United States to the head of tidal influence.
- b. In addition to the other general conditions, the following conditions are applicable for navigable waters of the United States eligible for PASPGP-5.
 - i. For aerial transmission lines, the following minimum clearances are required for aerial electric power transmission lines crossing navigable waters of the United States. These clearances are related to the clearances over the navigable channel provided by the existing fixed bridges, or the clearances which would be required by the United States Coast Guard (USCG) for new fixed bridges, in the vicinity of the proposed aerial transmission line. These clearances are based on the low point of the line under conditions producing the greatest sag, taking into consideration temperature, load, wind, length of span, and type of supports as outlines in the National Electric Safety Code:

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

- a. Clearances for communication lines, stream gauging cables, ferry cables, and other aerial crossings must be a minimum of ten feet above clearances required for bridges, unless specifically authorized otherwise by the District Engineer.
- b. Corps of Engineers regulation ER 1110-2-4401 prescribes minimum vertical clearances for power communication lines over Corps lake projects. In instances where both regulation and ER 1110-2-4401 apply, the greater minimum clearance is required.
- ii. Encasement: The top of the cable, encasement, or pipeline shall be located a minimum of three feet below the existing bottom elevation of the streambed and shall be backfilled with suitable heavy material to the preconstruction bottom elevation. Where the cable, encasement, or pipeline is placed in rock, a minimum depth of one foot from the lowest point in the natural contour of the streambed shall be maintained. When crossing a maintained navigation channel, the requirements are a minimum of eight feet between the top of the cable, encasement, or pipeline and the authorized depth of the navigation channel. For maintained navigational channels, where the utility line is placed in rock, a minimum depth of two feet from the authorized depth of the navigation channel shall be maintained.

- iii. As-Built Drawings: Within 60 days of completing an activity that involves an aerial transmission line, submerged cable, or submerged pipeline across a navigable water of the United States (i.e., Section 10 waters), where the permittee shall furnish the Corps and the National Oceanic and Atmospheric Administration, Nautical Data Branch, N/CS26, Station 7317, 1315 East-West Highway, Silver Spring, Maryland, 20910 with professional, certified as-built drawings, to scale, with control (i.e., latitude/longitude, state plane coordinates), depicting the alignment and minimum clearance of the aerial wires above the MHWL at the time of survey or depicting the elevations and alignment of the buried cable or pipeline across the navigable waterway.
- iv. Aids to Navigation: The permittee must prepare and provide for USCG approval, a Private Aids to Navigation Application (CG-2554). The form can be found at: http://www.uscg.mil/forms/cg/CG_2554.pdf. Within 30 days of the date of receipt of the USCG approval, the permittee must provide a copy to the applicable Corps District.
- 28. PADEP Waiver: If the Corps determines a specific activity, which is eligible for a PADEP Non-reporting Waiver, has a significant adverse impact on life, property or important aquatic resources, the Corps may require the owner to modify the activity to eliminate the adverse condition or to obtain an Individual Permit.
- 29. Corps Water Releases: For projects located downstream of a Corps dam, the permittee should contact the appropriate Corps of Engineers, Area Engineer Office, to obtain information on potential water releases and to provide contact information for notification of unscheduled water releases. It is recommended that no in-water work be performed during periods of high water flow velocities. Any work performed at the project site is at the permittee's own risk.
- 30. State Authorization: The activity must receive State authorization. For the purpose of this requirement, any one of the following would be considered as a State authorization:
 - a. A PADEP Chapter 105 Water Obstruction and Encroachment Permit, including PADEP approved Environmental Assessment pursuant to 25 Pa. Code § 105.15; or
 - b. A PADEP GP issued pursuant to 25 Pa. Code § §105.441-105.449; or
 - A PADEP approved Environmental Assessment for activities not otherwise requiring a PADEP permit pursuant to 25 Pa. Code § 105.12; or
 - d. A State Water Quality Certification issued by PADEP consistent with Section 401 of the CWA for activities which qualify for waiver of PADEP permit requirement per 25 Pa. Code §105.12; or
 - e. A PADEP Dam Permit, including maintenance or repairs of existing authorized dams, including maintenance dredging; or
 - f. A PADEP Emergency Permit issued pursuant to 25 Pa. Code § 105.64; or
 - g. A PADEP permit for the construction of a bridge or culvert (including bridges and culverts authorized by PADEP prior to implementations of the PASPGP-1 in March 1995), which allows for maintenance activities of bridges and culvert; or
 - h. A PADEP Chapter 105 Dam Safety and Encroachment Enforcement Action; or

- A programmatic/project specific State Water Quality Certification issued by PADEP consistent with Section 401 of the CWA where no other State authorization, as listed above, is required.
- 31. Other Authorizations: Additional Federal, State, and/or local authorizations or approvals may be required and where applicable must be secured by the applicant, prior to initiating any discharge of dredged and/or fill material, and/or the placement of structures into waters of the United States, including jurisdictional wetlands. These approvals include, but are not limited to:
 - A State Water Quality Certification issued by PADEP consistent with Section 401 of the CWA:
 - A Consistency Determination issued by PADEP pursuant to Section 307 of the Federal Coastal Zone Management Act for activities located within the designated Coastal Zone Management Area; and
 - c. Fills within the 100-year floodplains. This activity must comply with applicable FEMA approved State or local floodplain management requirements.
- 32. Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to permitted project or users, thereof, as a result of other permitted or unpermitted activities or from natural causes;
 - b. Damages to the permitted project or uses, thereof, as a result of current or future activities undertaken by or on behalf of the United States in the public interest;
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit;
 - d. Design or construction deficiencies associated with the permitted work; and
 - e. Damage claims associated with any future modification, suspension, or revocation of the PASPGP-5.
- 33. False and Incomplete Information: The Corps may modify or rescind a previously issued project specific verification, if determined that the original verification was issued based on false, incomplete and/or inaccurate information; or other information becomes available whereby such action is necessary to ensure compliance with other federal laws and regulations.
- 34. Essential Fish Habitat: No work can take place in the following waterways from March 15th to June 30th unless approved in writing by the Corps. Questions on the applicability of this condition should be directed to the Corps of Engineers, Philadelphia District.
 - a. Delaware River (within Pennsylvania, upstream from the U.S. Route 202 Bridge in New Hope, Pennsylvania,); and
 - b. Lehigh River (from the mouth to Francis E. Walter Dam, located in Carbon and Luzerne County, Pennsylvania)
- 35. Conservation Measures for Atlantic and Shortnose Sturgeon: All work proposed in the following listed waters must comply with the below Conservation Measures, unless specifically waived by the Corps in writing. Questions on the applicability of this condition should be directed to the Corps of Engineers, Philadelphia District.

Waterway	Action Area (From Point Specified to the Confluence with the Delaware River)	Latitude	Longitude
Marcus Hook Creek	US Route 13 Bridge	39.822054	-75.409873
Stoney Creek	US Route 13 Bridge	39.828408	-75.400953
Chester Creek	Kerlin Street Bridge	39.855846	-75.37641
Ridley Creek	McDade Boulevard	39.869522	-75.356692
Crum Creek	US Route 13 Bridge	39.866799	-75.340677
Darby Creek	Pine Street Bridge	39.914006	-75.259994
Frankford Creek	Frankford Avenue/US 13 Bridge	40.005314	-75.070173
Frankford Creek (Original Mouth)	End of Channel	40.004912	-75.070173
Pennypack Creek	Route 13 Bridge	40.043421	-75.020638
Poquessing Creek	Mill Road Bridge	40.043421	-75.982076
Neshaminy Creek	Rapids just below Hulmeville Road Bridge (SR 513), Bucks County	40.141393	-74.911899
Unnamed Tributary 1, located in Croydon, PA	River Road crossing	40.085774	-74.8856
Otter/Mill Creek	US 13 (Bristol Pike) Bridge	40.100424	-74.866976
Unnamed Tributary 2, located in Bristol, PA	Wood Street Bridge	40.102044	-74.845682
Martins Creek	Main Street (Tulleytown)	40.141975	-74.812026
Scott's Creek	End of creek	40.12921	-74.793879
Scott's Creek Relocated Channel, located at Money Island, Bucks County, PA	First culvert crossing	40.125578	-74.776886
	Non-Tidal Tributaries		
Buck Creek	Delaware Canal	40.243699	-74.838279
Dyers Creek	Delaware Canal	40.267098	-74.858495
Houghs Creek	Delaware Canal	40.28148	-74.865783
Jericho Creek	Delaware Canal	40.313984	-74.902899
Pidcock Creek	Delaware Canal	40.331508	-74.935788

Conservation Measures:

- a. No work shall occur from March 15 to November 15, of any given year.
- All Dredging shall be performed by a mechanical dredge and/or techniques (clamshell bucket etc.).
- c. All work, including the installation of turbidity curtains and dewatering cofferdams, shall be performed during low tide or when the tide is waterward of the proposed work in all tidal waterbodies listed, or during periods of low or no flow in the non-tidal waterbodies listed.
- d. Blasting is not authorized by the PASPGP-5 within the listed waterbodies.
- e. Pile Driving:
 - i. Piles shall not be greater than 12 inches in diameter;
 - ii. Piles shall be installed using a vibratory hammer or an impact hammer provided noise attenuation devices (cushion blocks, etc.) are used, and a "soft start" is performed each day of pile driving. A "soft start" is the building up of power slowly during pile driving activities to allow for fish and other wildlife to leave the area; and
 - iii. Pile driving activities shall be limited to no more than 12 hours per day.

Any activity that cannot meet these conditions will be sent to the Corps as a Reporting Activity at which time the Corps will conduct project specific Section 7 Endangered Species Act consultation with NMFS.

36. Migratory Birds and Bald and Golden Eagles: The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulation governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity. Information on the conservation of migratory birds and Bald and Golden Eagles can be found at the following USFWS web site: http://www.fws.gov/northeast/pafo/

By Authority of the Secretary of the Army:

Edward P. Chamberlayne
Colonel Corps of Engineers

Colonel, Corps of Engineers District Engineer, Baltimore Michael A. Bliss
Lieutenant Colonel, Corps of Engineers

Licutenant Colonel, Corps of Engine District Engineer, Philadelphia Bernard R. Lindstrom

Colonel, Corps of Engineers District Engineer, Pittsburgh



Northampton County Conservation District

Greystone Building - 14 Gracedale Avenue - Nazareth, Pennsylvania 18064-9211 Phone: 610-746-1971 - Fax: 610-746-1980 - Email northamptoncd@ northamptoncd.org

March 31, 2017

Northampton Borough c/o LeRoy Brobst 1401 Laubach Ave. Northampton, PA 18067

RE:

Erosion & Sediment Control Plan Technical Plan Review

Temporary Crossing over Dry run (GP 8)

Cty.#: 22-17-2-25 Northampton Borough Northampton County Plan Date: 2/16/17

Dear Applicant:

The Soil Erosion and Sedimentation Control Plan you submitted to the District for review has been studied and the adequacy of control has been evaluated.

The District's personnel have given careful consideration to the changes in land use proposed, the site limitations and the controls outlined. The District has determined the erosion and sedimentation control to be adequate for normal weather conditions. Failure to begin earth disturbance activities within four years of the date of this letter will require a resubmission and review by the District.

The Conservation District reviews this plan solely to determine whether it is adequate to satisfy the requirements of 25 Pa. Code §§102.1 et seq., the erosion control regulations of the PA Department of Environmental Protection. By a determination that the plan is adequate to meet those requirements, neither the Conservation District nor the County assumes any responsibility for the implementation of the plan or the proper construction and operation of the facilities contained in the plan.

District comments on this plan are as follows:

- Please mark the Erosion and Sedimentation Control Plan to indicate the Disturbed Area Limits /Limits of Disturbance (LOD) are equal to the 0.157 Ac. of Project Area Limits.
- As per standard note #2 on Sheet 3 of 4, the District requests a pre-construction meeting be held with applicant, earth moving contractor and Conservation District prior to beginning any earth disturbance.
- A copy of the Erosion and Sedimentation Control Plan must be available at the site of the earth disturbance activities.

Your Conservation District stands ready to assist you in solving your conservation problems. If you have any questions regarding this or other projects, please contact the Northampton County Conservation District at the above address or telephone number.

Sincerely,

For the District Directors

Jonathan Fox E&S Technician

cc:

Tyler Martin

Wilson Consulting Group

100 Old School Ln.

Mechanicsburg, PA 17055

Project File District Manager

ER28



January 12, 2017

Northampton Borough c/o LeRoy E. Brobst 1401 Laubach Ave. Northampton, PA 18067

Re:

General Permit (GP) Acknowledgment Notification

Dry Run Temporary Crossing DEP Registration # GP084816408

Northampton Borough Northampton County

Dear Mr. Brobst:

This letter acknowledges receipt of your notification to use and registers your use of above authorized General Permit(s) (GP(s)) under the authority of the Dam Safety and Encroachments Act (32 P. S. § 693.1 et. seq.) and 25 Pa. Code Chapter 105. 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 the authorization(s).

We have determined that your proposed work, if accomplished in accordance with the enclosed terms and conditions, is authorized by the Pennsylvania State Programmatic General Permit-5 (PASPGP-5). This PASPGP-5 verification provides U.S. Army Corps of Engineers authorization pursuant to Section 10 of the Rivers and Harbors Act and/or Section 404 of the Clean Water Act. This authorization may be subject to modification, suspension, or revocation if any of the information contained in the application, including the plans, is later found to be in error.

If you have additional questions about your registration, please contact Matthew Miller at 570-826-2315 and refer to Application No. GP084816408.

Sincerely,

Kevin S. White, P.E.

Environmental Group Manager Waterways & Wetlands Program

cc:

Wilson Consulting Group, PC (w/ Enclosure)

c/o Tyler K. Martin

100 Old Schoolhouse Lane Mehcanicsburg, PA 17055

Northampton CCD (w/ Enclosure)

US Army Corps of Engineers, Philadelphia District (w/ Enclosure)

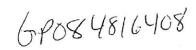
Northampton Borough

[Copy Recipients]



3150-PM-BWEW0500 Rev. 8/2016
Form
Pennsylvania
DEPARTMENT OF BIVIRONMENTAL
PROTECTION

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



CHAPTER 105 WATER OBSTRUCTIONS AND ENCROACHMENT AND FROGRAM GENERAL PERMIT REGISTRATION

NOV 23 2015

LEASE MARK ("X") ALL THAT APPLY: ☐ GP-1 Fish Habitat Enhancement Structures ☐ GP-2 Small Docks & Boat Launching Ramps Please mark ("X") the specific type of project: ☐ private recreational dock ☐ public access facility ☐ other private or commercial facility ☐ other private or commercial facility ☐ GP-3 Bank Rehabilitation, Bank Protection and Gravel Bar Removal ☐ GP-4 Intake and Outfall Structures ☐ GP-5 Utility Line Stream Crossings & Ramps ☐ GP-6 Agricultural Crossings & Ramps ☐ GP-8 Temporary Road Crossings ☐ GP-9 Agricultural Activities ☐ GP-10 Abandoned Mine Reclamation ☐ GP-11 Maintenance, Testing, Repair, Rehabilitation, or Replacement of Water Obstructions and Encroachments (reviewed by DEP Regional Office only) ☐ GP-15 Private Residential Construction in Wetlands ☐ GP-15 Private Residential Construction or Transmission				
☐ Activity Subject to FERC approval (Docket nu	ımber)			
SECTION A. APP	LICANT INFORMATION			
Applicant's Name / Client Northampton Borough/LeRoy Brobst	DEP Client ID# (if known) Employer ID# (EIN)			
Client Information - Please select Client Type / Code fr	om Government Non-Government Individual			
drop down box under the correct entity shown to the right. (or may be written in) →	MUNI Municip			
Mailing Address 1401 Laubach Ave	CityStateZIP + 4NorthamptonPA18067-1677			
Contact Person – Last Name First MI Su Brobst LeRoy E	ffix Telephone Email Address (610) 262-2576 LeRoyB@enter.net			
SECTION B. CONSULTANT INFORMATION				
Contact Person – Last Name First Ml Su Martin Tyler K PE				
Mailing Address 100 Old Schoolhouse Lane	City State ZIP + 4 Mechanicsburg PA 17055-5665			
Telephone Fax (717) 591-3070 (717) 591-3071	Email Employer ID# (EIN) tylerm@wcg-pc.com 43-1968698			
SECTION C. PROJECT INFORMATION				
Project /Site Name: Dry Run Temporary Crossing/Dry Run	DEP Site ID# (if known or leave blank)			
Client Relationship - Please select Site-to-Client Relationship / Code from drop down box to the right. (or may be written in) → Double-click on shaded area below to select correct Site-to-Client Relationship / Code ↓				
County Municipality □ City ☒ Bor Northampton Northampton Borough	rough Township OWN Owner			
Site Location / Address Dry Run / 40.671922,-75.484683	City State ZIP + 4 Northampton PA			
Collection Method: ☐ EMAP ☑ HGIS ☐ GISDR* ☐ ITPMP ☐ GPS ☐ WAAS ☐ LORAN				
Check the horizontal reference datum (or projection datum) employed in the collection method. EMAP and HGIS (PNDI) have known datum and do not require checking here. NAD27 NAD83 WGS84 (GEO84) Enter the date of collection if coordinates were derived from GPS, WAAS or LORAN mm dd yyyy				

	cant's Name	GENERAL PERMIT REGISTRATION		
Northa	ampton Borough	OF CTION D. DESCRIPCE IDENTIFICATION		
		SECTION D. RESOURCE IDENTIFICATION		
Please place an "X" in the appropriate box to indicate if the applicant has identified that any of these resources may be present at the project site; indicate that no resources were identified or indicate and list those resources which were identified.				DENILO
actions or prohibit the project from being eligible to register use of the GP.			Applicant Entry	DEPUse Only
	No resources identified	as being present at the project site	<u> </u>	
		peing present at the project site:		
	-			
	SECTIO	N E. REGISTRATION CHECK LIST AND REQUIREMENTS		
Pleas Unles	Applicant	DEP Use		
Pro	vide ONE (1) ORIGINAL and ONE	(1) COPY of the Registration package	Entry	0nly
1.	General Permit Registration	form properly completed and signed:	\boxtimes	
	- I have read the terms and	d conditions of the GP(s) indicated above	\boxtimes	
2.	Permit Fee:			
	- General Permit Registrat	ion Fee	\boxtimes	
	- Chapter 105 Fee Calcula	tion Worksheet	\boxtimes	
3.	Notification sent to the Municip	ality & County: (copy of General Permit Registration form)	\boxtimes	
	DACEGR 5 Penorting Criteria	a Checklist properly completed:	\boxtimes	
4.	Location Map (USGS quad m		\boxtimes	
5.		s and descriptions: (see instructions)	\boxtimes	
6.	Color Photographs with dates	93 Classification: (example: UNT to #40637 HOUSE RUN,		
7.	HQ-WWF/EV)	93 Classification. (example. ON to misses message		
	Dry Run CWF,MF			+
8.	Project Description:		1	<u> </u>
	 Project Description inclu Aquatic Resource Impact 	ding PNDI avoidance measures (if applicable)ts Table		
9.		d Drawings depicting the project's GP activities.	\boxtimes	
10,	Site Plan depicting the site of	the project's GP activities. (see Section F.)	\boxtimes	
11.	Erosion & Sediment Contro	I Plan (E&S Plan) (required for GP-11 only - see instructions)		
12.	Written Directions to Projec		\boxtimes	
12.				
13.	Pennsylvania Natural Divers			
	Cigned DNDI Possint she	owing:		
	- "No Known Impacts"			
	"Avoidance Measures"	which have ALSO been incorporated into the project description		
	- "Potential Impacts" A	ND proof of delivery to the appropriate agency(les) where furthe		

Please place an "X" next to each item (1 - 16) to ensure it is completed and/or provided. (continued) 14. Bog Turtle Habitat Screening: Please place an "X" next to the appropriate box indicating the information provided: - Completed Request for a Bog Turtle Habitat Screening Form - "No Effect" determination from the Army Corp of Engineers Documented clearance from the US Fish and Wildlife Services N/A due to GP type, wetland impact and/or County of project 15. Activities which impact wetlands: Please place an "X" next to the appropriate box indicating the information provided:						
Please place an "X" next to the appropriate box indicating the information provided: - Completed Request for a Bog Turtle Habitat Screening Form						
- Completed Request for a Bog Turtle Habitat Screening Form - "No Effect" determination from the Army Corp of Engineers						
- "No Effect" determination from the Army Corp of Engineers						
- Documented clearance from the US Fish and Wildlife Services						
- N/A due to GP type, wetland impact and/or County of project						
Please place an "X" next to the appropriate box indicating the information provided:						
- N/A because no wetland impacts are proposed or no compensatory mitigation is necessary.						
- A wetland delineation with complete data sheets in accordance with the 1987 Corps of Engineers Wetland Delineation Manual AND the appropriate Regional Supplements to the						
Corps of Engineers Wetland Delineation Manual for use in Pennsylvania.						
- If direct or indirect wetland impacts are greater than 0.05 acres, a compensatory mitigation plan in accordance with the Department's Replacement criteria which provides						
compensation at a minimum one to one acre ratio.						
- If compensatory mitigation onsite is determined not feasible:						
A check, number, in the amount of \$ payable to the National Fish and Wildlife						
Foundation, N.A. 1237, as compensatory mitigation for acres of impact in wetlands, in accordance with the Pennsylvania Wetland Replacement Project						
16. Registration of a GP-11:						
Please place an "X" next to the appropriate box indicating the worksheet(s) provided:						
- N/A because not registering use of GP-11						
- E&S Plan						
- Bridge and/or Culvert Replacement Projects or Projects That Change the Waterway Opening						
SECTION F. SITE PLAN						
Please place an "X" next to the appropriate box indicating what is shown on the site plan. Unless Applicant Usi						
Please place an "X" next to the appropriate box indicating what is shown on the site plan. Unless Applicant Usi otherwise specified in the permit, all items are <u>required</u> to ensure a complete Registration package. Entry Onl						
All items included on Site Plan.						
Items not included on Site Plan and reason:						
O C						
SECTION G. IMPACT TABLE						
Please place an "X" next to the appropriate box indicating what is shown on the Impact Table. The Aquatic Resource Impact Table (3150-PM-BWEW0557) worksheet or equivalent is required. DE Applicant Usi Entry Onl						
All information included on Impact Table						
Information not included on Impact Table and reason:						
- Project Information:						
- Corps / 404:						
- DEP / 105:						

Applicant's Name Northampton Borough	GENERAL PERMIT	REGISTRATION	l		
SECTION H. CERTIFICATION					
I certify under penalty of law that the inf knowledge and information and that I po significant penalties for submitting false in (If any of the information and/or plans is fo subject to modification, suspension, or rev Signature of App	ssess the authority to a formation, including the bund to be in error, falsi rocation in accordance	undertake the prepossibility of fir fied, and/or incor	roposed a ne and imp nplete, thi	ction. I am aware orisonment for know s authorization/verif	that there are ving violations.
Typed / Print	ed Name				
Typed / Prir	ted Title				
The state of the s	and Boat Commissio	n Approval (for	GP-1 only)	
Signature of Reviewer			(_	Date)	
Reviewer's Typed	/ Printed Name			Phone Nun	
Reviewer's Typed				Email Addr	
This General Permit shall not be effective until the owner has had their E&S Plan reviewed by the appropriate Regional Office or District, obtained Federal Authorization and, where required, obtained an SLLA from DEP.					
AN ACKNOWLEDGED COPY O ACKNOWLEDGEMENT LETTER A AND THE E&S PLAN MUST	AND TERMS AND CO	IDITIONS), REQ	UIRED FI	EDERAL AUTHOR	IZATION,
	ON I. ACKNOWLEDG				
Signatures authorizing acknowledgme	nt to use and register	:			
A. Completeness Review:		Begin Date:		Completene	ss Status
DEP / District Reviewer Signa	idi C	omplete Date:		YES	□ NO
Reviewer's Typed / Printed Na	ame	End Date:	<u> Parada</u>		
B. Eligibility Review:		Begin Date:			
DEP / District Reviewer Signa		Incomplete Date: Response Date:		Deficient -	DENIED
Reviewer's Typed / Printed N	ame	End Date:	1 12 1		
C. Decision Review:				Dispositio	n Status
DEP / District Manager Signa Reviewer's Typed / Printed N		Begin Date:		☐ WITHDRAWN ☐ RETURNED	APPROVED DENIED
D. Contact Information:					
Massac (12-) 500-		<u> 2-) = 14-23</u> :	<u> </u>		
Typed / Printed Nam	<u>e</u>	Phone Number		Email A	uui 692
E. Permit Tracking: Received Acknowledged				INONREP	
GP - <u>2020 22 20 GP</u> Notes:	GP		GP	GP ·	

<u>PENNSYLVANIA STATE PROGRAMMATIC GENERAL PERMIT – 5</u> (PASPGP-5) July 1, 2016

Please note: the full text of the PASPGP-5 may be viewed on the Baltimore District web site at http://www.nab.usace.army.mil/Missions/Regulatory/PermitTypesandProcess.aspx or by calling the Corps at 814-235-0570

Permittee: Northampton Borough Date of PASPGP-5 Verification: 1/12/17 State Authorization(s): GP084816408

Corps District:

N Philadelphia	☐ Baltimore	Pittsburgh
U.S. Army Corps of Engineers,	U.S. Army Corps of Engineers,	U.S. Army Corps of Engineers,
Philadelphia District	Baltimore District	Pittsburgh District
Regulatory Branch	Regulatory Branch	Regulatory Branch
Wanamaker Building	1631 South Atherton Street	Federal Building, 20th floor
100 Penn Square East	Suite 101	1000 Liberty Avenue
Philadelphia, PA 19107-3390	State College, PA 16801-6260	Pittsburgh, PA 15222-4186

It has been determined that your proposed project, which includes the discharge of dredged and/or fill material and/or the placement of structures into waters of the United States, including wetlands, qualifies for Federal authorization under the provisions of Section 404 of the Clean Water Act and /or Section 10 of the River and Harbor Act of 1899, under the terms and conditions of the PASPGP-5.

All activities authorized under PASPGP-5 must comply with all conditions of the authorization, including General, Procedural, and Special Conditions. Failure to comply with all the conditions of the authorization, including project special conditions, will constitute a permit violation and may be subject to criminal, civil, or administrative penalties, and /or restoration.

The authorized activity must be performed in compliance with the following General Conditions to be authorized under PASPGP-5:

General Conditions:

- Permit Conditions: The permittee shall comply with all terms and conditions set forth in the PADEP authorization, including all conditions of the State Water Quality Certification as required by Section 401 of the CWA, and any subsequent amendments or modifications to such authorizations. The permittee shall conduct all work and activities in strict compliance with all approved maps, plans, profiles, and specifications used by PADEP and/or the Corps in issuing their authorization/verification.
- Aquatic Life Movements: No activity may substantially disrupt the movement of those species of
 aquatic life indigenous to the waterbody, including those species which normally migrate through the
 area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be
 appropriately depressed to maintain aquatic life movement and low flow conditions.
- 3. Threatened and Endangered Species: By signing the PNDI receipt, the permittee has agreed to comply with all avoidance measures identified by the PNDI receipt. As such, those avoidance measures associated with Federally-listed threatened or endangered species are a condition of the PASPGP-5 verification, unless modified by the Corps.