

Bid Package for East Doe Run Road Stream Restoration Project

**East Marlborough Township
Chester County
Pennsylvania**

February 16, 2024



Prepared for:
Brandywine Red Clay Alliance
1760 Unionville-Wawaset Road
Kennett Square, PA 19382



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INVITATION TO BID

Dear Contractor:

February 16, 2024

Thank you for your interest in bidding on the East Branch Red Clay Stream Restoration Projects. These projects are being bid as two separate projects due to different funding sources, landowners, and permit requirements. Brandywine Red Clay Alliance (BRC) is accepting bids for the East Doe Run Road Stream Restoration Project under this bid package. The project is funded by the National Fish and Wildlife Foundation (NFWF) with funding from U.S. Fish and Wildlife Service and William Penn Foundation, PA Department of Community and Economic Development, E. Kneale Dockstader Foundation, and East Marlborough Township.

Contractors must have and include in their packages a demonstrated experience in knowledge and construction of successful [i.e. structural stability for at least three (3) years without degradation due to typical, natural events (2-3" inch rainfall as an example)] stream restoration installation. All contractors are required to address all conditions of the Chester County Conservation District erosion and sediment control measures and PADEP Chapter 102 regulations.

Please note the following:

- **SUBMISSION OF A BID CONSTITUTES AGREEMENT BY THE PERSON OR ENTITY SUBMITTING A BID TO COMPLY WITH ALL REQUIREMENTS, TERMS, AND CONDITIONS SET FORTH IN THIS REQUEST FOR BIDS.**
- The bid package can be obtained starting on February 16, 2024. You may access and download the bid package on the BRC website: www.brandywineredclay.org/watershed-conservation
- If you are a person with a disability and wish to attend the bid opening at the office of BRC and require an auxiliary aid, service, or accommodation to observe or participate in the proceedings, please contact BRC at (610) 793-1090 or bwinslow@brandywineredclay.org to discuss how we may accommodate your needs.
- BRC reserves the right to reject any or all bids or parts thereof or waive irregularities, nonconformities, or technicalities in any bid if BRC, in its sole discretion, determines such action to be in the best interest of BRC.

James E. Jordan,
Executive Director and C.E.O.



Bid Form Cover Sheet

BIDDER'S COMPANY NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

CONTACT PERSON _____

EMAIL _____

- **ALL BID SUBMISSIONS MUST INCLUDE THE FOLLOWING:**
 - Completed bid form (i.e. cover sheet, bid sheet, and signature sheet) in its entirety;
 - Detailed budget in the form of bidder's choosing;
 - Documented evidence of three successful stream restoration projects that have maintained their construction integrity for a period of three years or more (with dated photos, project location, and references);
 - Document evidence of knowledge and construction of stream restoration projects incorporating fluvial geomorphology (FGM), streambank stabilization methods, riparian buffer installation, and floodplain reconnection.
 - Consent of Surety accompanied by a Power of Attorney (attesting to the signer's authority to commit the bonding company to a Performance and Payment Bond 100% of project cost if the bid is successful);
 - Affidavit of Non-Discrimination
 - Affidavit of Non-Collusion
 - Certificate Regarding Disbarment, Suspension and Ineligibility
 - Certificate on Lobbying for Federal Grants

East Doe Run Road:

ITEM DESCRIPTION

UNIT

**TOTAL COST
(in numbers)**

**TOTAL COST
(in words)**

Mobilization/Demobilization/Site Admin.

L.S.

Materials/Construction

L.S.

Pumping/ Erosion & Sediment Control

L.S.

Debris Removal and Off-site Disposal

L.S.

EAST DOE RUN ROAD TOTAL BID:

Bid Form Signature Sheet

By submitting this Bid Form, I, _____, _____ of
(Name) (Title)

_____, in such capacity and/or on behalf of
(Company/Firm/Entity)

_____ affirm and agree that:
(Company/Firm/Entity)

- All documents included in the Bid Package have been examined and the Site has been inspected. The Bid Package consists of the following documents:

- Invitation to Bid
- Bid Forms
- Important Dates
- General Terms and Conditions
- Special Conditions
- Affidavit of Non-Discrimination
- Affidavit of Non-Collusion
- Certificate Regarding Disbarment, Suspension and Ineligibility
- Certificate on Lobbying for Federal Grants
- Appendices A, B, C, and D

a) Wage Rates: Davis-Bacon wage rates apply.

This project has federal funding and requires Davis Bacon wage rates, see this website for details on these wage rates: Chester County, Heavy and Highway classification.

<https://sam.gov/wage-determination/PA20240004/1>

- If selected as the successful bidder, I agree to accept all terms and conditions contained in the Bid Package.
- The bid will remain firm for the period of time indicated in the bid package.
- The work shall be completed on or before the date indicated in the bid package.

When the bidder is an individual:

WITNESS:

Signature of Individual

_____ (SEAL)

Trading and doing business as:

Address:

When the bidder is a partnership (Name of Partners):

WITNESS:

Name of Partnership:

Address:

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

When the bidder is a corporation:

ATTEST:

Name of Corporation:

Address:

Secretary/Assistant Secretary

By: _____ (SEAL)
President/Vice President (CORPORATE SEAL)

East Doe Run Road Stream Restoration Project
Important Dates

- **Bid Packages Available:** February 16, 2024
- **Mandatory Site Showing:** March 5, 2024 at 10:00 AM
 - Meet at 231 East Doe Run Road, Kennett Square, PA
- **Last Day for Submission of Questions:** March 13, 2024, by 5:00 PM, prevailing time
- **Submission of bids:** March 28, 2024 by 10:00 AM, prevailing time
- **Bid Opening:** March 28, 2024 at 10:05 AM, prevailing time
- **Notification of Successful bidder:** By April 11, 2024
- **Earliest Start Work Date:**
 - Place One-call and agency notifications before starting work
 - September 16, 2024 – Site Mobilization May Begin
 - October 1, 2024 – Instream Construction May Begin
- **Construction Completion:**
 - February 15, 2025- All Construction Completed

GENERAL TERMS AND CONDITIONS:

- 1) Submission of a bid constitutes agreement by the person or entity submitting a bid to comply with all requirements, terms, and conditions set forth in this request for bids.
- 2) The terms “Bidder” and “Contractor” are, from time to time, used interchangeably, as the context requires. Brandywine Red Clay Alliance and BRC may be used interchangeably and referred to as one and the same within this document.
- 3) All Bidders must be prepared to present suitable evidence of their financial standing, and to furnish a list of similar work recently completed.
- 4) The Bidder must carefully examine the site where the services are requested, the work proposed, this Bid Package (as defined in the Bid Form), and to compute the quantities of labor or materials and supplies entering therein, and to determine for oneself the difficulties incidental to the prosecution of the work. The presentation of a Bid shall be considered as conclusive evidence of such examination.
- 5) No oral instructions or information to Bidders will be binding. This Bid Package will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness thereof, before the opening of bids. Should any written inquiries be received by the Brandywine Red Clay Alliance (BRC), these inquiries will be answered in the form of Addenda to the Bid Package. The last day for submission of questions is March 13, 2024 by 5:00 PM prevailing time, to Aaron S. Clauser, PhD, Clauser Environmental, LLC, at aclauser@verizon.net. Any addenda will be sent via email to the email address provided by the contractor(s) at the mandatory pre-bid meeting on March 5, 2024. These Addenda shall then be considered a part of this Bid Package.
- 6) Submission of a bid will be considered as conclusive evidence of complete examination of the Bid Package.
- 7) Each bid must be enclosed in a sealed envelope, clearly marked on the outside with "Bid on the East Doe Run Road Stream Restoration Project" and received by BRC, at 1760 Unionville-Wawaset Road, West Chester, PA 19382 by 10:00 AM, prevailing time, on March 28, 2024. Bids received after 10:00 AM, prevailing time, will not be opened. Bids may be delivered by mail or hand delivery. Bids received by e-mail or facsimile will not be opened.
- 8) Bid Award: BRC intends to award this bid to the lowest responsible and responsive Bidder with demonstrated knowledge and construction of stream stabilization and restoration in accordance with erosion and sediment control measures of the Chester County Conservation District and PADEP Chapter 102 regulations. The firm, or corporation to whom, or to which the Contract has been awarded shall sign and return one copy of same together with properly executed bonds within ten (10) business days set by BRC after written notice of award of contract. BRC shall then execute this Contract promptly, after approval of same and upon receipt of such Bonds, additional certificates, information or samples as may be required, provided, however, that no award shall be considered binding upon BRC unless and until the

Contract documents are properly executed by both parties. The successful Contractor will be required to execute a contract hereto within ten (10) business days of bid award date. Failure of the Contractor to do so may result in the BRC awarding the contract to the next responsible and responsive Bidder. The BRC reserves the right to exercise this option as BRC deems proper and/or necessary.

- 9) BRC intends to award the contract to the lowest responsive and responsible bidder. BRC reserves the right to reject any or all bids or parts thereof or to waive irregularities, nonconformities, or technicalities in any bid if BRC, in its sole discretion, determines such action to be in the best interest of BRC.
- 10) Contract Term and Extension: The contract term will begin upon receipt of a signed contract by both BRC and Contractor and continue until completion of the work.
- 11) Contract Termination: BRC, at its sole discretion, reserves the right to terminate this Contract or portions thereof at any time, for any reason, with fifteen (15) days written notice of termination.
- 12) Any Bidder who has demonstrated unsatisfactory performance during any agreement with BRC and/or is under enforcement through the PADEP may be considered as unqualified and their bid may be rejected. BRC reserves the right to exercise this option as BRC deems proper and/or necessary in its best interest.
- 13) It is understood that parties making bids accept the terms and conditions expressed and contained in the Bid Package. The failure to comply with any of the conditions may result in the rejection of the bid or the immediate termination of any contract which may have been awarded.
- 14) By submitting a bid, Bidders agree the bid amount will be held firm for a period of sixty (60) days from the date of bid opening. The successful Bidder must execute a Contract with BRC within ten (10) business days after notice of acceptance of the bid.
- 15) This Bid Package is intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete performance of the Contract, and the Contractor will be required to do all things that may be necessary to fully complete the work within the purview of this Bid Package.
- 16) Should the Contractor discover discrepancies in this Invitation to Bid, the matter shall be at once brought to the attention of the BRC office, and the discrepancies corrected by written agreement before proceeding further.
- 17) Items to be furnished shall be new, recycled, first-class, and shall meet with the approval of BRC's designated representative. Contractor shall have competent and efficient workmen, qualified for the type of work to be done, and all workmanship shall be first class. Where there is no detailed description of the material to be furnished or of the work to be done, it is understood that this Bid Package contemplates the use of first-class materials throughout,

placed or used in such a manner as to produce a completed job that is first-class and workmanlike.

- 18) The Contractor shall indemnify, defend, and hold BRC, East Marlborough Township, NFWF, William Penn Foundation and U.S. Fish and Wildlife Foundation and each their respective officers, agents, board members, employees, and consultants harmless from and against all suits, actions, and claims of any character, name, and description, and all losses, damages, costs, and expenses (including attorney's fees and costs) and amounts paid in settlement that they or any of them may incur, suffer or pay, or to which they or any of them may be subject, in respect of or on account of any bodily injuries (including death), damage to property or other losses or damages suffered or sustained by anyone (including but not limited to employees of Contractors and other persons) and arising directly or indirectly out of: (i) the work of Contractor and/or the acts or omissions of Contractor, its subcontractors (of any tier), and its and their agents, consultants and employees, including without limitation injuries sustained as a result of inadequate safeguards and security on the site of the work; (ii) losses and claims arising out of defects in materials or workmanship; and/or (iii) breach by Contractor of the contract or any of its obligations under the bidding documents or applicable laws. Such indemnity includes all claims and damages that are or may be covered by workers' compensation, and Contractor expressly waives the benefit of any limits of liability under workers' compensation statutes to the extent that indemnification hereunder is sought for any claim by such employees against any of the parties entitled to indemnity hereunder. Contractor hereby expressly waives any immunity under the Worker's Compensation Act, either as an employer or statutory employer, for any claim brought by BRC. This waiver is intended to comply with the provisions of Section 303(b) of the Worker's Compensation Act, 77 P.S. § 481 (b). So much of the amounts due Contractor under or by virtue of his Contract as shall be considered necessary by BRC may be retained for the use of BRC on account of any pending claim for which indemnity has been or may be asserted hereunder, and if such sums are insufficient, Contractor's surety bond shall be subject to claim on account thereof, in each case until such claim or loss is fully and finally settled or adjudicated. These obligations shall survive the termination of any Contract entered into by the BRC and Contractor for this work.
- 19) The Contractor accepts, insofar as the work covered by any such contract is concerned, the provisions of the Workers' Compensation Act and any reenactments, supplements, or amendments thereto.
- 20) The Contractor shall be responsible for any injury or damage to the property of the landowner or to the property of any public utility company included in this contract by or on account of any act, omission, neglect, or misconduct of the Contractor in the prosecution of the work or in the storage of materials and equipment.
- 21) The Contractor shall take all necessary precautions to properly safeguard the properties under this Contract and avoid injury or damage to buildings, structures, natural features, and persons, etc., and shall, unless otherwise specified, restore such structures, property, materials, etc., at his own cost and expense to a condition equal to that existing before such damage was done, by repairing, rebuilding, or otherwise, as may be required by BRC, or

shall make good such injury or damage in a satisfactory manner before completion of services, and their final acceptance.

- 22) The Contractor shall direct work personally or be represented by a competent foreman with authority to follow the instructions of the authorized representative of BRC.
- 23) The Contractor shall prosecute the work with sufficient workmen and equipment to insure the completion within the time stipulated.
- 24) Workmanship and materials shall at all times be subject to inspection by BRC's authorized representative. In order to maintain proper control over the work as it progresses and to secure flexibility in adapting means to ends, BRC shall appoint a BRC contact, so designated in writing, who shall decide all questions as may arise as to the acceptability of services rendered and/or materials furnished, and as to the rate of progress of the work, provided, however, that the authority of the BRC contact shall not constitute a waiver of the legal rights of BRC or of the Contractor. The BRC contact shall not be authorized to revoke, alter, enlarge, relax, or release any of the requirements of the specifications.
- 25) Omission or failure on the part of the BRC Contact to disapprove or reject any defective material or work shall not be construed to be acceptance of any defective material or work.
- 26) Bidders shall understand that when materials or supplies have been delivered to the job premises, which materials or supplies do not comply with the Bid Package and have not been approved, upon notification, the Contractor shall immediately remove from the premises any such condemned material or supplies, and replace them with material or supplies in full accordance with this Bid Package at no additional expense to BRC.
- 27) It shall be the sole obligation of the Contractor to determine the liability for and pay all sales, use, excise or similar taxes which may become due pursuant to this project. BRC makes no representation with respect to any such taxes or the Contractor's obligation for the payment of such taxes. Sales tax shall not be included in the Bid.
- 28) Where Bidder proposes a substitution from a specification in the Bid Package, it should be submitted during the question period. All substitutions must be approved by issued addenda. Bidders shall state the brand name and/or catalog number of the items upon which their bid is based. It shall be the Bidder's responsibility, if bidding on items other than those specified, to prove to BRC that said items are equal to or better than those indicated.
- 29) When required herein, samples of equivalent items bid upon shall be provided to BRC for examination simultaneously with the submission of the written bid to BRC or within such time as required herein. Failure to comply herewith may be cause for rejection of bid.
- 30) BRC shall be the sole judge as to whether any equivalent item offered is considered equal.
- 31) It shall be understood and agreed by the Bidder that the quantities/frequencies of events listed in this Bid Package are estimated only. The actual requirements of BRC will determine actual ordered amounts. BRC reserves the right to order more or less than the estimates

included in the specifications. The Contractor will only deliver goods or provide services based upon receipt of an actual Purchase Order, which will be issued from time to time during the contract period, unless otherwise provided in the Bid Package below.

- 32) BRC shall have the right without invalidating the Contract to order extra work or to make changes by altering, adding to, or deducting from the work as specified in the Contract. Should such alterations or changes in the quantity or character of the work result in increased or in decreased cost to the Contractor, a fair and equitable sum therefore, to be agreed upon in writing in advance by the Contractor. All change orders must be pre-approved by BRC. The difference shall be added or deducted from the bid price, as the case may be. No allowance will be made for anticipated profits on deducted work.
- 33) When a space is provided on the Bid Form for unit prices, Bidders are required to bid a unit price for each service and a total extended price for each service, as well as a total price for all services bid. In addition, Bidders shall show the brand name and/or catalog number of each item upon which bid is based.
- 34) Bidders shall select only one brand or catalog number for each item on which bid is based. "Alternate" offerings contained on the same Bid Form will not be considered.
- 35) An Agreement may be awarded to the most qualified responsible Bidder, meeting the requirements of the Invitation to Bid. Bidder agrees to accept an award for all services bid at the prices quoted.
- 36) Qualifications, conditions, or restrictions, such as "all or none", may result in rejection of bid.
- 37) Where an error is made in computing unit price to total price, the unit price quoted shall govern.
- 38) A bid that is incomplete, illegible, obscure, or conditioned, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, may be rejected. If there is a discrepancy between the bid amount as written, the amount as written in words shall control. A bid which is not accompanied by a consent of surety or is unsigned shall be rejected.
- 39) Successful Bidders, when filling orders, supplying material other than that specified or agreed to as equivalent by BRC, may expect such items to be returned, and the Agreement may be canceled at BRC's option.
- 40) In the event that there is a tie between two or more qualified, responsible Bidders, and the place of business of one is located in the state of Pennsylvania and the other(s) is (are) located outside of Pennsylvania, BRC may in its discretion opt to award the bid to the Pennsylvania Bidder, all other relevant factors being equal.
- 41) Responsibility under the Immigration Control and Reform Act of 1986 for verification of identity and employment eligibility in connection with Bidder's own agents/servants, workers, and employees, is assumed and continues to be assumed by the Bidder.

- 42) Non-Discrimination: The Contractor agrees to comply with all applicable State and Federal laws, regulations, procedures and orders which protect the civil rights of employees, job applicants, and recipients of service.
- 43) The Contractor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable federal, state, and/or local laws, ordinances, rules, regulations, and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the Contractor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment, or other entity, but Contractor shall remain primarily responsible for compliance hereunder.
- 44) In the employment of persons for the performance of public work, no contractor or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, color, religious creed, ancestry, age, national origin, sex, or disability discriminate against any individual who is qualified and available to perform the work to which the employment relates.
- 45) The Contractor shall observe and comply with all laws, ordinances, and regulations in any way affecting the equipment or materials used, those engaged on the work or the conduct of the work.
- 46) The Contractor shall procure and pay for any permits and licenses required, unless otherwise stated herein, and shall give all notices necessary or incident to the due and lawful prosecution of work.
- 47) This Contract shall be governed by the laws of the Commonwealth of Pennsylvania. The Bidder (Contractor) has the responsibility and obligation to become aware of and comply with all applicable statutes, rules, and regulations that affect this transaction in any regard.
- 48) The Contractor, its employees, agents, servants, and any subcontractors of Contractor are independent contractors under this Contract and are not deemed to be employees, agents, or servants of BRC in any manner or for any purpose whatsoever.
- 49) BRC may, by written notification to the Contractor, terminate in whole or any part of this Contract if BRC determines that the Contractor has failed to perform the services or to provide the materials or supplies required by this Bid Package in the manner and quality as specified herein.
- 50) If the Contractor fails or refuses to begin work within the time required in this Bid Package or to perform the work with sufficient workmen, equipment, or materials to insure the completion of said work in accordance with the terms of the Contract, or shall discontinue the prosecution of the work without the approval of BRC or shall neglect or refuse to perform anew such work as has been rejected as defective and unsuitable, or shall become insolvent or be declared bankrupt, or for any cause shall not carry on the work in an acceptable manner and conformity with contract, BRC after ten (10) days' written notice served personally on the Contractor or mailed to him at the address given on his bid, and on his failure to remedy

the condition or conditions complained of, shall have the right to terminate the Contract without process or action at law, and to turn over to the surety for completion or, at their option, to enter upon and take possession of the work, using the materials and equipment of the Contractor assembled for the project, and to complete the performance of the Contract in accordance with the terms thereof, with or without advertising or re-letting, and should the total cost of the work contracted for be in excess of the original bid price, the Contractor and his surety shall be held responsible for such excess cost.

- 51) Neither by the taking over of the work by BRC, nor by the termination of the Contract shall BRC forfeit the right to recover damages from the Contractor or his surety for failure to complete this Contract.
- 52) Conflicts of interest may arise when any employee, officer, director, volunteer or agent of BRC has a financial, family or any other beneficial interest in the Bidder or Contractor selected or considered for an award. Bidder or Contractor, as the case may be, certifies that to the best of their knowledge, no BRC official or employee has a vested interest, financial or otherwise, in this Contractor. Bidder or Contractor agrees to comply in all respects with the Public Official and Employee Ethics Act (65 P.S. § 1101 et seq.). Bidder or Contractor will inform BRC in writing immediately if any potential conflict of interest arises during the course of bidding or during the performance of any agreement entered into with BRC. Conflict of interest may constitute grounds for disqualification of Bidder or termination of any Contract with the Contractor following notification by BRC to Bidder or Contractor where same is not corrected by Bidder or Contractor within the time period established by BRC in such notice.
- 53) The Contractor shall pay for all royalties, claims, and fees for any patented invention, article, or arrangements, which may be used in the work under Contract.
- 54) The Contractor shall accept the compensation as provided in the Contract in full payment for furnishing all bonds, materials, labor, tools, equipment, transportation, etc., and for performing all work under the Contract, and for all loss or damage arising from the work, until its final acceptance by BRC.
- 55) No extra or additional work will be allowed or paid for unless ordered in writing by BRC before such work is commenced.**
- 56) Contractor agrees to maintain records relating to the performance of the work and compliance with prevailing wage under this Contract as may be required by the funders. If prevailing wage rates are required, contractor shall send verification of prevailing wage rates and timesheets for each time period as they occur. Such records shall be open for inspection to these entities and BRC, and to such agents of BRC as are designated during reasonable business hours.
- 57) BRC reserves the right to let additional contractors work at the site. The Contractor shall coordinate the execution of his work with other contractors, and should the Contractor cause damage to any other contractor on the work the Contractor agrees, upon due notice, to settle with such contractor by agreement, or otherwise at BRC's option.

- 58) Contractor agrees to replace any individual on its project team upon reasonable request of BRC Contact. BRC has the sole right to accept or reject any assignment by the Contractor of individuals to perform services under this Contract.
- 59) Subcontracted Work: In the event that a Contractor subcontracts any part of this project, Contractor must submit this information with proof of any required licensing and/or certifications in writing to BRC for approval prior to entering into the subcontract. BRC reserves the sole right to accept or not accept any subcontractor, as it deems proper and/or necessary. Contractor shall retain total responsibility for the performance of all work performed under this contract.
- 60) Safety: Safety of persons maintaining and using the property is paramount to Contractor's maintenance operations. The Contractor shall be responsible for providing all necessary safety equipment, procedures, and employee training and instruction in the use of the safety equipment. Safe operation includes, for example, halting the equipment operation to allow safe passage of nearby persons or vehicles, safe operation of equipment on steep slopes, etc.
- 61) The Contractor shall be in compliance with all Occupational Safety and Health Administration (O.S.H.A.) regulations and all safety related state and federal regulations regarding the use of any of the equipment that is used on the work site. Any employee observed operating equipment in an unsafe manner or failing to use necessary safety equipment as determined by BRC will be requested to leave the property. Contractor shall fulfill such requests and immediately vacate the property.
- 62) Limits of Work: The physical Contract Limits of Work are to be considered the property defined in the Scope of Work and Technical Specifications.
- 63) Schedule: Upon receipt of Notice to Proceed, Contractor shall schedule a preconstruction meeting with designated BRC staff and contact to discuss the procedures for all work activities, acceptance, and payment. Contractor shall schedule with the BRC Watershed Conservation Director regular inspection meetings throughout the life of the project. These meetings are to review the work completed and discuss when and what work is scheduled to take place for the coming period and obtain any necessary approvals. All meetings must be scheduled during the hours of 8:00 AM and 4:00 PM (Monday through Friday, except federal holidays).
- 64) For the purposes of this work, business hours are defined as 8:00 AM to 4:00 PM on Monday through Friday. Contractor is free to work during the non-business hours, EXCEPT for Sundays and major federal holidays, if approval is obtained from the BRC Contact and landowner. In general, deliveries shall be at such times as may be fixed by BRC and shall not be made except upon definite instructions by BRC.
- 65) Payments: Upon notification of project completion, BRC has five (5) business days to certify construction meets contract standards and design specifications. Contractor shall invoice for the approved completed work. Upon receipt and approval, BRC has ten (10) business days to administer and process the invoice for payment to contractor.

SPECIAL CONDITIONS:

- a) Contractors must have and include in the package a documented knowledge and construction of stream restoration projects incorporating fluvial geomorphology (FGM), streambank stabilization methods, riparian buffer installation, floodplain creation, wetland creation, stormwater basin retrofits and naturalization of the same. Contractors must be familiar with the recommendations of the Pennsylvania Stream Team. All contractors are required to address and include all conditions and requirements of the Pennsylvania Department of Environmental Protection (PADEP) and United States Army Corps of Engineers (USACE) stream encroachment approvals, erosion and sediment control measures of the Chester County Conservation District, and PADEP Chapter 102 regulations. Contractors must also provide evidence of three successful stream stabilization and/or restoration projects that have maintained their construction integrity for a period of three years or more (including dated photos, locations, and references).

All Bidders must adhere to the grant requirements of both the National Fish and Wildlife Foundation with Federal funding from U.S. Fish and Wildlife Federation and state funding from PA Department of Community and Economic Development

See Appendix A: Additional Requirements related to grant funding from:
National Fish and Wildlife Foundation with funding from U.S. Fish and Wildlife Service and The William Penn Foundation

See Appendix B, Special Requirements for DCED funded projects

- b) All construction must occur in accordance with the dates outlined on the important dates page outlined in this bid package.
- c) **Wage Rates: Davis-Bacon wage rates apply.**
This project has federal funding and requires Davis Bacon wage rates, see this website for details on these wage rates: Chester County, Heavy and Highway classification.
<https://sam.gov/wage-determination/PA20240004/1>
- d) **Consent of Surety:** Consent of Surety must be submitted by all Bidders with their bid packages. "Consent of Surety" shall consist of a statement from the Bidder's bonding company certifying if the Bidder is awarded the bid the bonding company will provide a Performance Bond and Payment Bond for Labor and Materials on the form that is provided herein in the amount of one hundred percent (100%) of the total bid award for each bond, or if the bonding company is willing to combine bonds, then one (1) Performance and Payment Bond in the amount of one hundred percent (100%) of the total bid award. The Consent of Surety must be accompanied by a Power of Attorney attesting to the signer's authority to commit the bonding company. The Consent of Surety must not contain any conditions that contradict the terms and conditions of these Specifications and/or the Performance Bond or Payment Bond.
- e) **Performance Bond and Payment Bond:** The selected Contractor will be required to submit a Performance and Payment Bond in the amount of one hundred percent (100%)

of the contract award amount within ten (10) business days of the award date, the condition of which shall be the full and complete execution and performance of each and all of the terms contained in the Contract and Bid Package. The Bonds shall be executed by the same surety, and may be combined, if permitted by the surety. If Bonds are not combined, then two separate Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the contract award, will be required. The Performance and Payment Bond(s) may cover the contract award amount for a single year, in which case they shall be renewed or extended and resubmitted for each year of the Contract in the amount of one hundred percent (100%) until the completion of the Contract.

- f) The condition of the Payment Bond shall be the prompt payment for all materials and labor supplied or performed in the prosecution of the work. It shall be a condition of said bond that persons furnishing labor and materials in and for the prosecution of said work shall have the right, according to law, to sue in an action of assumpsit, in the name of the obligee, for his or their use upon said bond, for such sum or sums as may be justly due.
- g) Insurance: Contractor shall purchase and maintain such policy or policies of insurance as will protect from claims, as hereinafter set forth, which may arise out of or result from Contractor's operation under this Contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall name the agents, elected officials, employees, and officers of BRC, East Marlborough Township, National Fish and Wildlife Foundation (NFWF) and the project landowner(s) (names and addresses to be provided to chosen bidder with notice of award). Certificates of Insurance, made out to "Brandywine Red Clay Alliance" and the project landowners must be provided to BRC prior to execution of the Contract by the BRC. The kinds of claims to be insured against are as follows:
 - Claims for damages because of bodily injury, occupational disease, sickness, disease, or death of Contractor's employees.
 - Claims for damages because of bodily injury, sickness, disease, or death of any person other than Contractor's employees.
 - Claims for damages insured by usual personal injury liability coverage, which are sustained by any person as a result of any injury directly or indirectly related to the employment of such person by Contractor or by any other person.
 - Claims for damages other than to the work itself because of injury to and destruction of tangible property, including loss of use resulting therefrom.
 - Claims for damages because of bodily injury or death of any persons or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
 - Claims for false arrest or imprisonment, assault and battery, errors and omissions, invasion of civil rights, and like claims.
 - The insurance required by Special Condition i), first paragraph above, shall be for not less than the limits as set forth hereafter or as may be required by law, whichever is greater.
- h) Commercial General Liability and Commercial Automobile Liability shall include:

- Bodily Injury (including owned and non-owned vehicles); Personal Injury; Property Damage Liability (including owned and non-owned vehicles); and Contractual Liability with limit not less than \$1,000,000 per occurrence.
 - Commercial General Liability insurance shall include coverage for products/completed operations coverage with limit not less than \$1,000,000 per occurrence.
 - Coverage is to be carried on an occurrence basis and limits are to apply to a “per project” basis.
- i) The Contractor must carry Employer’s Liability insurance coverage and Worker’s Compensation coverage as required by statute. The Contractor shall furnish suitable evidence that he has insured his liability under the Workmen’s Compensation Act and any supplements or amendments thereto, or file with BRC an acceptable certificate of exemption therefrom.
- j) Original Certificates of Insurance for Worker’s Compensation and Liability Insurance Coverage must be submitted within ten (10) business days of bid award date or with the signed Contract, whichever is earlier, and prior to commencing any work on this project. The Contract will not be executed by BRC in the absence of Certificate(s) of Insurance. Special coverage may be required in addition to any of the foregoing as may be specifically set forth in any special conditions of the contract. Policies shall be effective commencing by the first day of work and remain in effect during the life of the project.
- k) The Contractor must submit the certificates to BRC, prior to commencement of the Contract and annually thereafter, or otherwise as insurance coverage is changed. Insurance certificates shall provide for thirty days’ notice to BRC and the project landowner(s) of expiration of insurance. The insurance coverage required under this paragraph must be maintained by the Contractor throughout the terms of this Contract and any extensions, if applicable. If the Contractor’s insurance expires during the term, BRC may at its sole option withhold payments and/or stop the work until insurance coverage is renewed.
- l) BRC Representation: The Watershed Conservation Director of the BRC and the designated BRC Contact(s) will represent BRC for this project.
- m) Cut soils occurring on site will be the sole responsibility of the Contractor including but not limited to removal and proper transportation to the site location shown on the project drawings.
- n) Contractor must comply with any and all Pennsylvania Department of Transportation permits and requirements concerning road access.
- o) Notification of the start of construction must be given to the landowner(s). The BRC representative will do this when notified by the Contractor.
- p) Any change order to the Scope of Work or design, construction, and/or construction materials must be approved by the BRC Contact.

- q) Any and all administrative questions on the project should be directed to the BRC Contact. Any and all erosion, sedimentation, sequence/scope of work, plan, PADEP Chapter 102, and similar site questions should be directed to the designated BRC Representative.
- r) BRC reserves the right to extend or shorten the work area based on funding availability.
- s) The Contractor is to give an itemized budget in the format of their choosing.

#

AFFIDAVIT OF NON-DISCRIMINATION

I, _____, being duly sworn, depose and say that I reside at
(Name)

_____, and that I am the _____ of
(Address) (Title)

_____. In such capacity and/or and on behalf of _____,
(Company) (Company)

I hereby affirm and agree as follows:

1. _____ will not discriminate against an employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, disability, or sex.
2. _____ will take affirmative action to ensure that all applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, disability, or sex. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. _____ will in all solicitations or advertisements for employees placed by or on behalf of _____ state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, disability, or sex.
4. _____ understands that the contract may be canceled or terminated by Brandywine Red Clay Alliance, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of this Affidavit.

(Signature)

(Name of Company)

Sworn and subscribed
to before me this _____
day of _____, 20 ____.

My Commission Expires: _____

(Notary Public in and for County)

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ [Title]

of _____ [Company],

and that I am authorized to make this affidavit on behalf of _____ [Company], and its owners, directors, and officers. I am the person 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 the 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 neither the price(s) nor the amount of the bid 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 on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or 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, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____
[Company], its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, _____ except _____ as follows: _____

Any affidavits stating that the bidder or any of its affiliates, subsidiaries, officers, directors, or employees have been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, does not prohibit the Brandywine Red Clay Alliance (“BRC”) from accepting a bid from or awarding a contract to the bidder, but may be a ground for consideration on the question whether the BRC should decline to award a contract to that bidder on the basis of lack of responsibility.

I state that _____ [Company] understands and acknowledges that the above representations are material and important, and will be relied on by BRC in awarding the contracts for which this bid is submitted. My firm and I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from BRC of the true facts relating to the submission of bids for this contract.

NAME OF FIRM _____

By: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 20__.

Notary Public
My commission expires _____

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions**

Instructions for Certification

- 1) By signing and submitting this contract or proposal, the prospective lower tier participant is providing the certification set out below.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 4) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The term "principals" includes, but is not limited to, officers, directors, owners, partners, and principal investigators. You may contact the person to which this proposal or contract is submitted for assistance in obtaining a copy of those regulations.
- 5) The prospective lower tier participant agrees by signing and submitting this contract or proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the 13 ordinary course of business dealings.
- 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10) The prospective lower tier participant certifies, by signing and/or submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor, Contractor, or Subgrantee: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Vendor, Contractor, or Subgrantee: _____

Signature: _____

Name of Authorized Signatory: _____

Title: _____

Date: _____

APPENDIX A

Additional Requirements related to grant funding from:

National Fish and Wildlife Foundation with funding from U.S. Fish and Wildlife Service and
The William Penn Foundation

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated

list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts,

including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed

to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

FC.R573

U.S. Fish and Wildlife Service (Service) Financial Assistance Award Terms and Conditions.

The Service Financial Assistance Award Terms and Conditions posted on the Internet at <https://www.fws.gov/grants/atc.html> apply to the NFWF Subrecipient and their subrecipients and contractors. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Environmental Compliance Reviews.

The NFWF Subrecipient and any subrecipient(s) must not begin any potentially impactful work related to this award until the Service has notified in writing that such work can begin. Recipients and subrecipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

Davis-Bacon Act.

Davis-Bacon Act requirements apply to this award. All construction contracts in excess of \$2,000 awarded by the NFWF Subrecipient and all subrecipients under this award must include the Davis-Bacon Act provision in the contract provisions required in 2 CFR 200, Appendix II-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Notice of Temporary Waiver of the Applicable Buy America Preference for Infrastructure

In Effect July 13, 2022 – January 12, 2023

Per the Buy America, Build America Act (Section 70914 of the Infrastructure Investment and Jobs Act, Pub. L. 117-58) applicable to this award, none of the funds under a federal award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.

The NFWF Subrecipient is hereby notified that as of July 13, 2022, the applicable Buy America preference for infrastructure is temporarily waived through January 12, 2023. On July 13, 2022, the Office of Management and Budget's Made in America office approved a General Applicability Waiver suspending the Buy America preference for Department of Interior recipients for a six-month period. A copy of the approved waiver is available for the public on the "Approved Waivers" section of the Department of Interior's Buy America web page (<https://www.doi.gov/grants/buyamerica>).

The waiver does not change the terms and conditions of this award, but rather suspends them for the specified period. This provides a window of opportunity in which your organization may identify known domestic supply chain issues affecting your Service award. If such issues are identified, please notify NFWF as soon as possible.

Buy America Provision.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. NFWF Subrecipients must include the requirements in this section in all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,

2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department of the Interior Buy America web page at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget Made in America web page at www.whitehouse.gov/omb/management/made-in-america/.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing Department of the Interior (Department) general applicability waiver as described on the Department's General Applicability Waivers web page (www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the NFWF Subrecipient does not need to request a separate waiver for non-domestic materials.

When necessary, NFWF Subrecipients may apply for, and the Department may grant, a waiver from these requirements, subject to review by the Made in America Office. The Department may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the NFWF Subrecipient believes that one of the above circumstances applies to an award, the NFWF Subrecipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

NFWF Subrecipients must submit all waiver requests to the Service in writing. E-mail all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent known (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant Product Service Code or NAICS code for each.
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to their Buy America web page for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The

Department will post approved waivers on their Approved Waivers web page. The Service will notify recipients of their waiver request determination in writing by e-mail.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

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APPENDIX B

Additional Requirements related to grant funding from:

the Commonwealth of Pennsylvania, Commonwealth Financing Authority and Pennsylvania
Department of Conservation and Natural Resources

ARTICLE V COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

All activities authorized by this Grant must be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and any additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth in this provision and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee shall comply with all applicable state statutes and regulations.

(b) Commonwealth Standard Terms and Conditions:

(1) Definitions. Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

(2) Indemnification. The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

(3) Nondiscrimination/Sexual Harassment.

(A) Representations. The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

(B) Nondiscrimination/Sexual Harassment Obligations. The Grantee shall not:

(i) in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of

the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- (ii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - (iii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
 - (iv) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - (v) in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (C) Establishment of Grantee Policy. The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- (D) Notification of Violations. The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
 - (E) Cancellation or Termination of Agreement. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
 - (F) Subgrant Agreements, Contracts, and Subcontracts. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.
- (4) Grantee Integrity.
- (A) Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:
 - (i) "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - (ii) "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
 - (iii) "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.

- (iv) "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (v) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
 - (vi) "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.
- (B) Representations and Warranties.
- (i) Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
 - (ii) Contractor Explanation. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at

the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

- (iii) Further Representations. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
 - (iv) Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- (C) Grantee Responsibilities. During the term of this agreement, the Grantee shall:
- (i) maintain the highest standards of honesty and integrity.
 - (ii) take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - (iii) establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - (iv) not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.

- (v) not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - (vi) comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
 - (vii) comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - (viii) immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- (D) Investigations. If a State Inspector General investigation is initiated, the Grantee shall:
- (i) reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
 - (ii) cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.

- (iii) upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
 - (E) Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
 - (F) Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.
- (5) Contractor Responsibility.
- (A) Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
 - (B) Contractor Representations.

- (i) The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - (ii) The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- (C) Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- (D) Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- (E) Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (F) Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors

by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

(6) Americans With Disabilities Act.

- (A) No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.
- (B) Compliance. For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- (C) Indemnification. The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

(7) Applicable Law and Forum.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

(8) Right to Know Law.

- (A) Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- (B) Grantee Assistance. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

- (i) access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - (ii) any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- (C) Trade Secret or Confidential Proprietary Information. If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- (D) Reimbursement.
 - (i) Commonwealth Reimbursement. If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - (ii) Contractor Reimbursement. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- (E) Challenges of Commonwealth Release. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the

Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

(F) Waiver. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

(G) Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

(9) Offset.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

(10) Automated Clearing House (ACH) Payments. [INTENTIONALLY OMMITTED]

(11) Worker Protection and Investment. [INTENTIONALLY OMMITTED]

(c) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors, in the performance of their obligations under this Grant, shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(d) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

If the Grantee:

(A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and

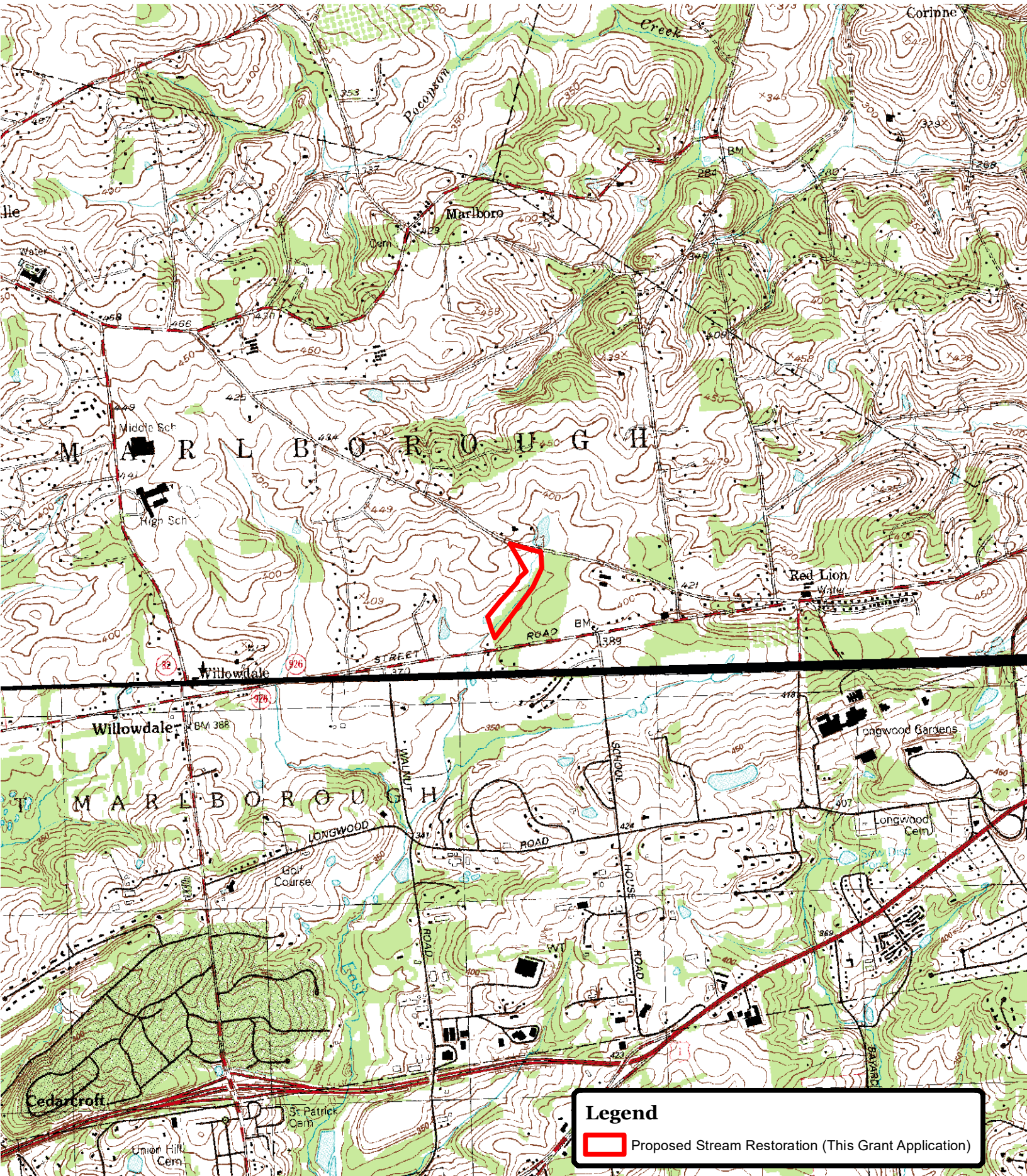
(B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:


- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

APPENDIX C

Project Location Maps

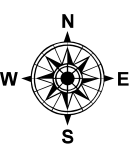


Legend

 Proposed Stream Restoration (This Grant Application)

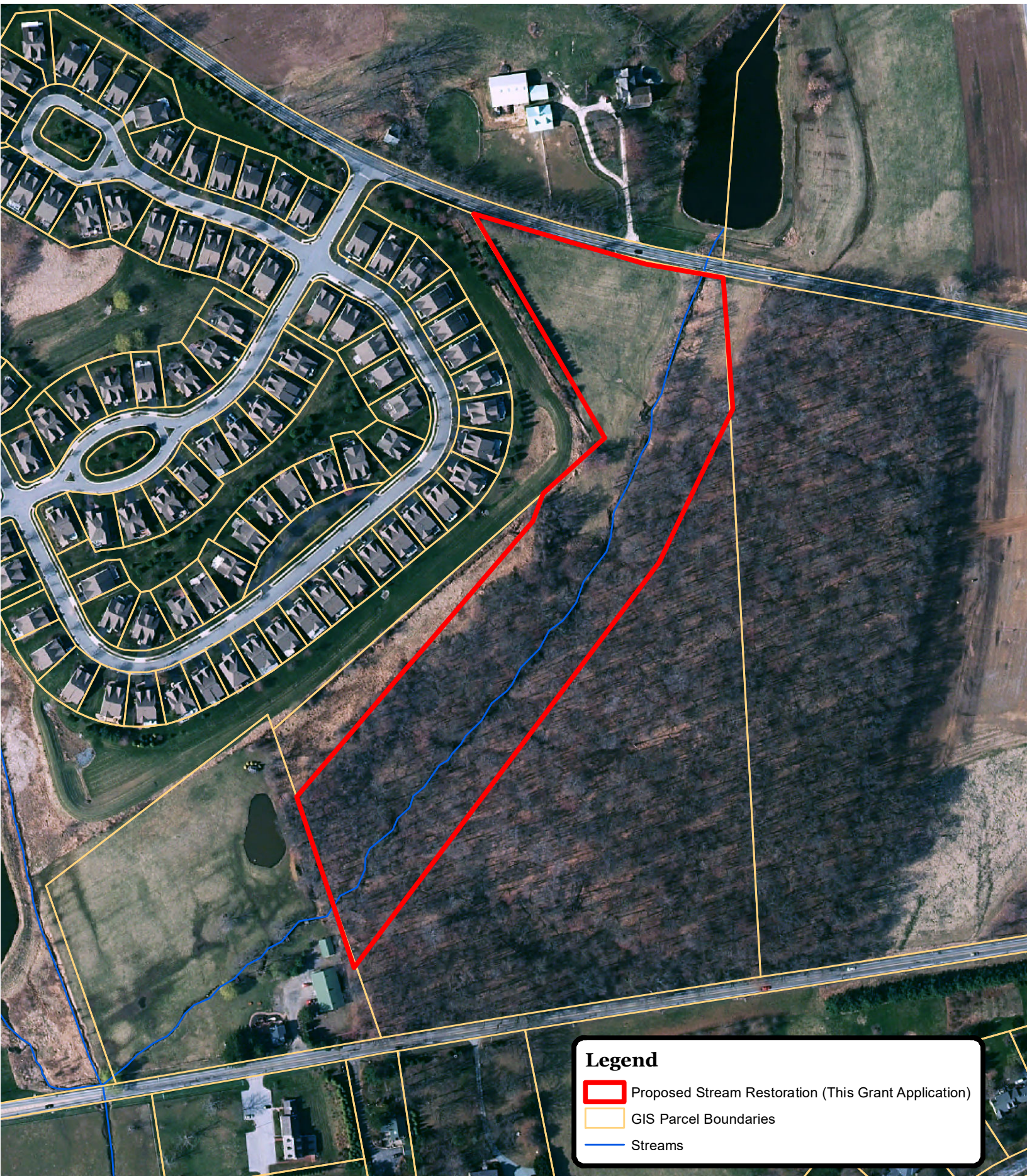
0 500 1,000 2,000 Feet

Data Sources:
Clauser Environmental, LLC
Chester County GIS Department
www.pasda.psu.edu






**East Doe Run Road Stream Restoration
Unionville and Kennett Square, PA
USGS 7.5-Minute Quadrangle Map**



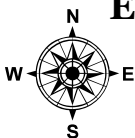


Legend

-  Proposed Stream Restoration (This Grant Application)
-  GIS Parcel Boundaries
-  Streams

0 75 150 300 Feet

Data Sources:
Clauser Environmental, LLC
Chester County GIS Department
www.pasda.psu.edu

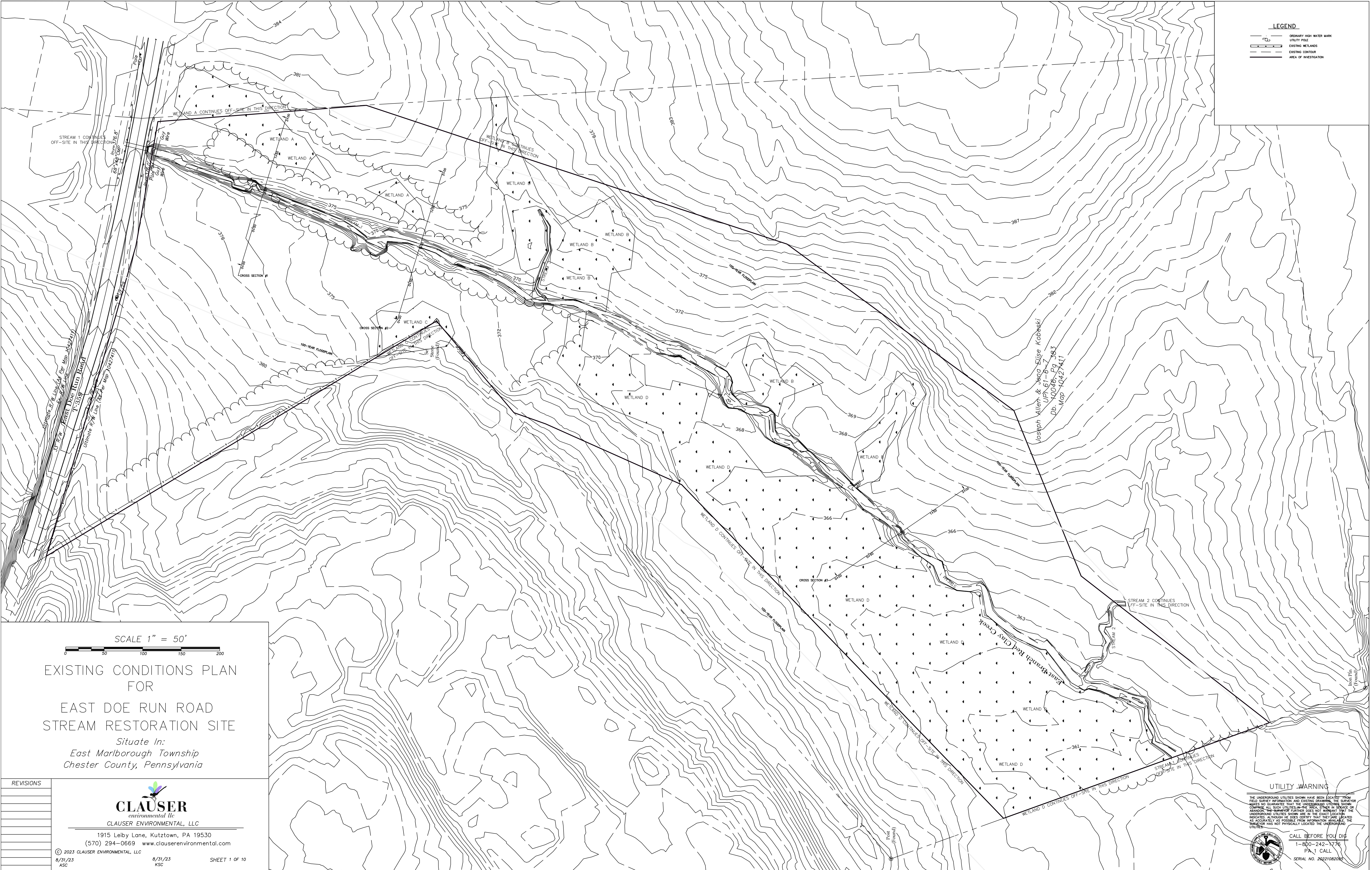


**East Doe Run Road Stream Restoration
E. Branch Red Clay Creek Headwaters
Aerial Location Map
Brandywine Red Clay Alliance**



APPENDIX D

East Doe Run Road Project Plans



LEGEND

- O H W M — ORDINARY HIGH WATER MARK
- UTILITY POLE — UTILITY POLE
- EXISTING WETLANDS — EXISTING WETLANDS
- EXISTING CONTOUR — EXISTING CONTOUR
- AREA OF INVESTIGATION — AREA OF INVESTIGATION

SCALE 1" = 50'

0 50 100 150 200

EXISTING CONDITIONS PLAN FOR
EAST DOE RUN ROAD
STREAM RESTORATION SITE

Situate In:
East Marlborough Township
Chester County, Pennsylvania

REVISIONS	

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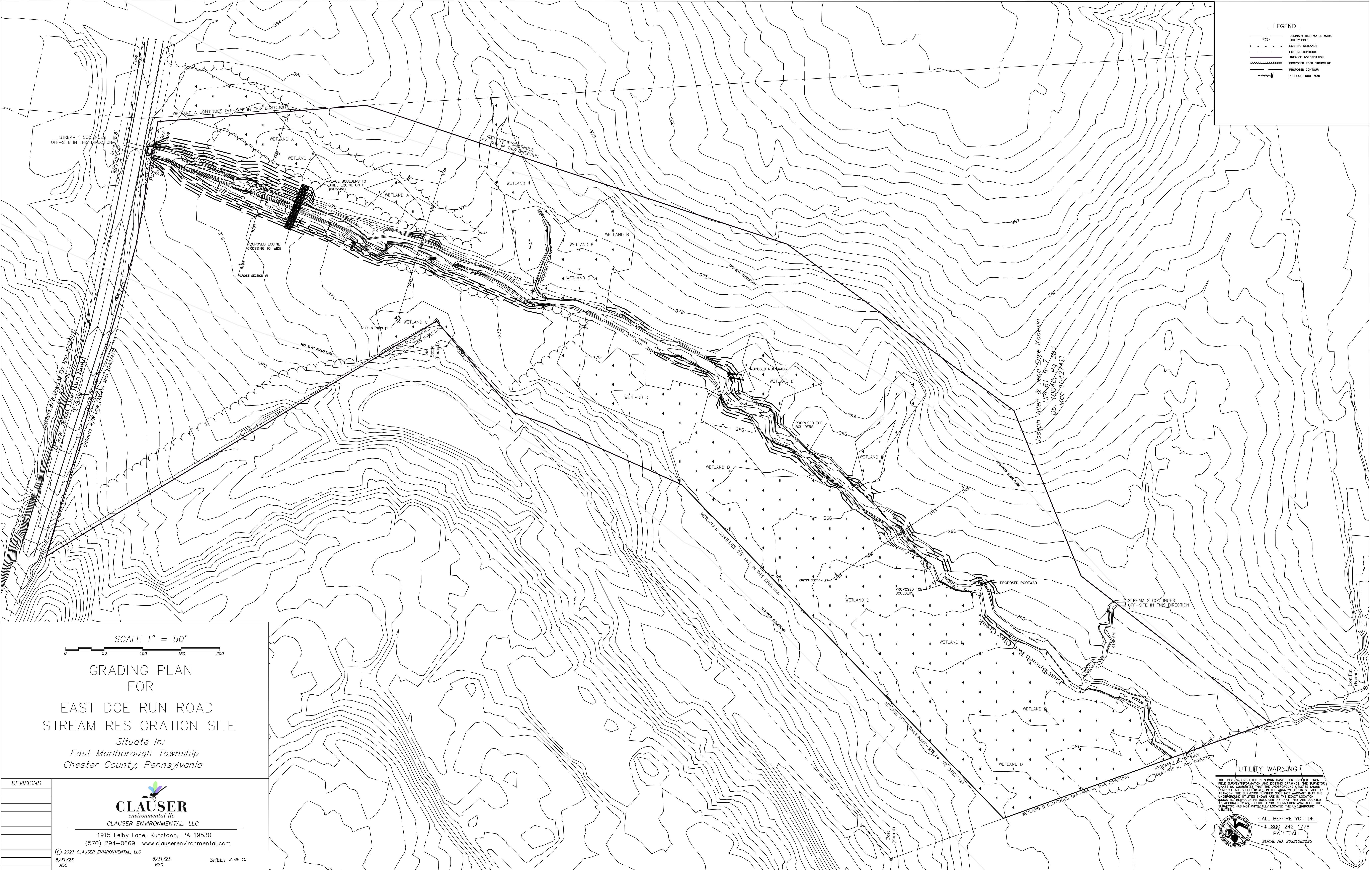
8/31/23 KSC

SHEET 1 OF 10

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN CORRESPOND TO THE ACTUAL UTILITIES IN THE AREA. IT IS THE USER'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ANY UTILITIES BEFORE ANY CONSTRUCTION OR EXCAVATION. THE USER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY OCCUR AS A RESULT OF ANY CONSTRUCTION OR EXCAVATION. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

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PA 1 CALL
SERIAL NO. 20221082085



- LEGEND**
- ORDINARY HIGH WATER MARK
 - +— UTILITY POLE
 - +— EXISTING WETLANDS
 - +— EXISTING CONTOUR
 - +— AREA OF INVESTIGATION
 - +— PROPOSED ROCK STRUCTURE
 - +— PROPOSED CONTOUR
 - +— PROPOSED ROAD WAD

Joseph Allen & Jena Elise Kobecki
UPN 61-8-7
Db 10046 Pg 383
Map 10427411

SCALE 1" = 50'

GRADING PLAN FOR
EAST DOE RUN ROAD
STREAM RESTORATION SITE

Situate In:
East Marlborough Township
Chester County, Pennsylvania

REVISIONS

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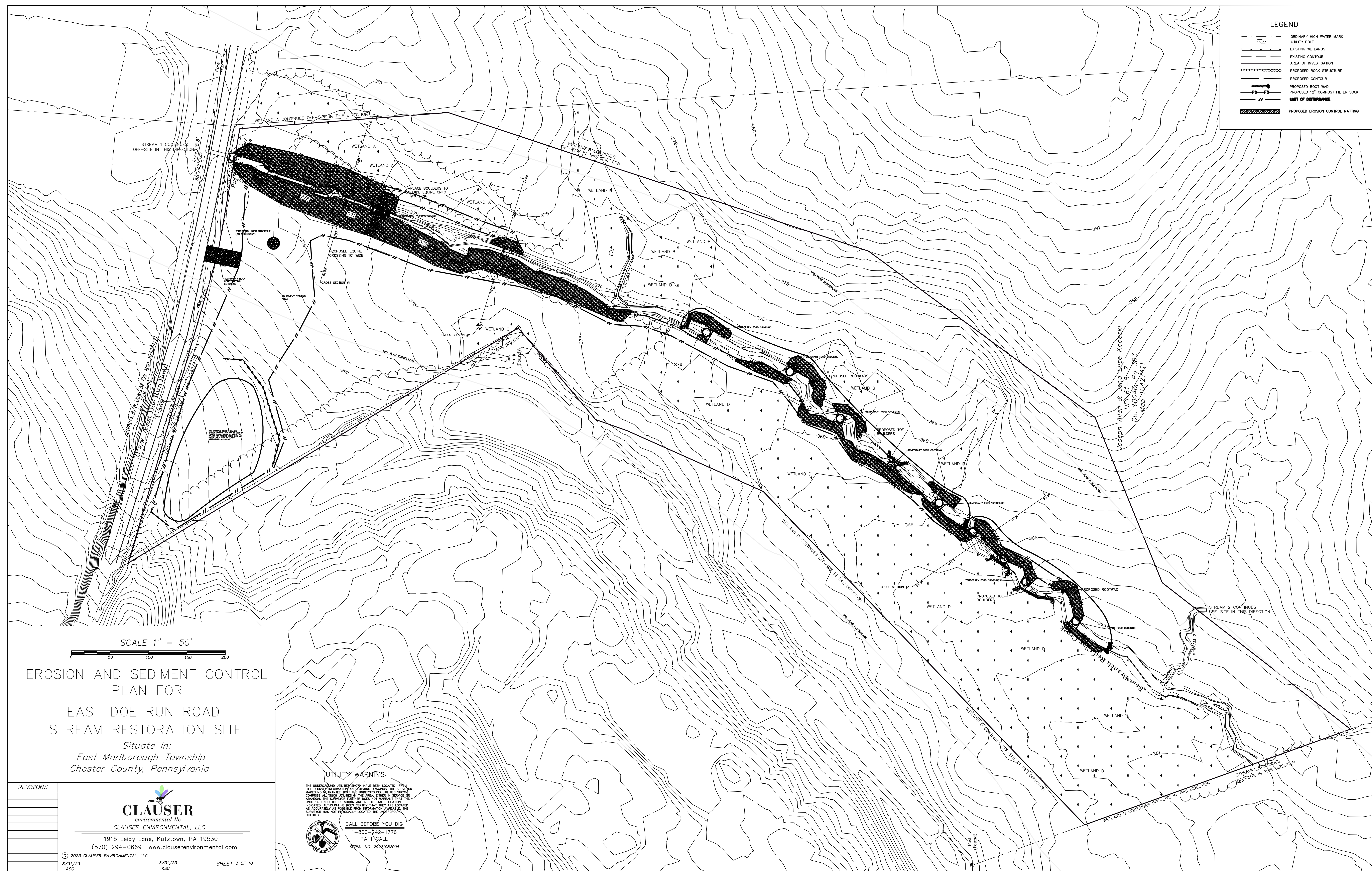
1915 Leiby Lane, Kutztown, PA 19530
(570) 294-0669 www.clouserenvironmental.com

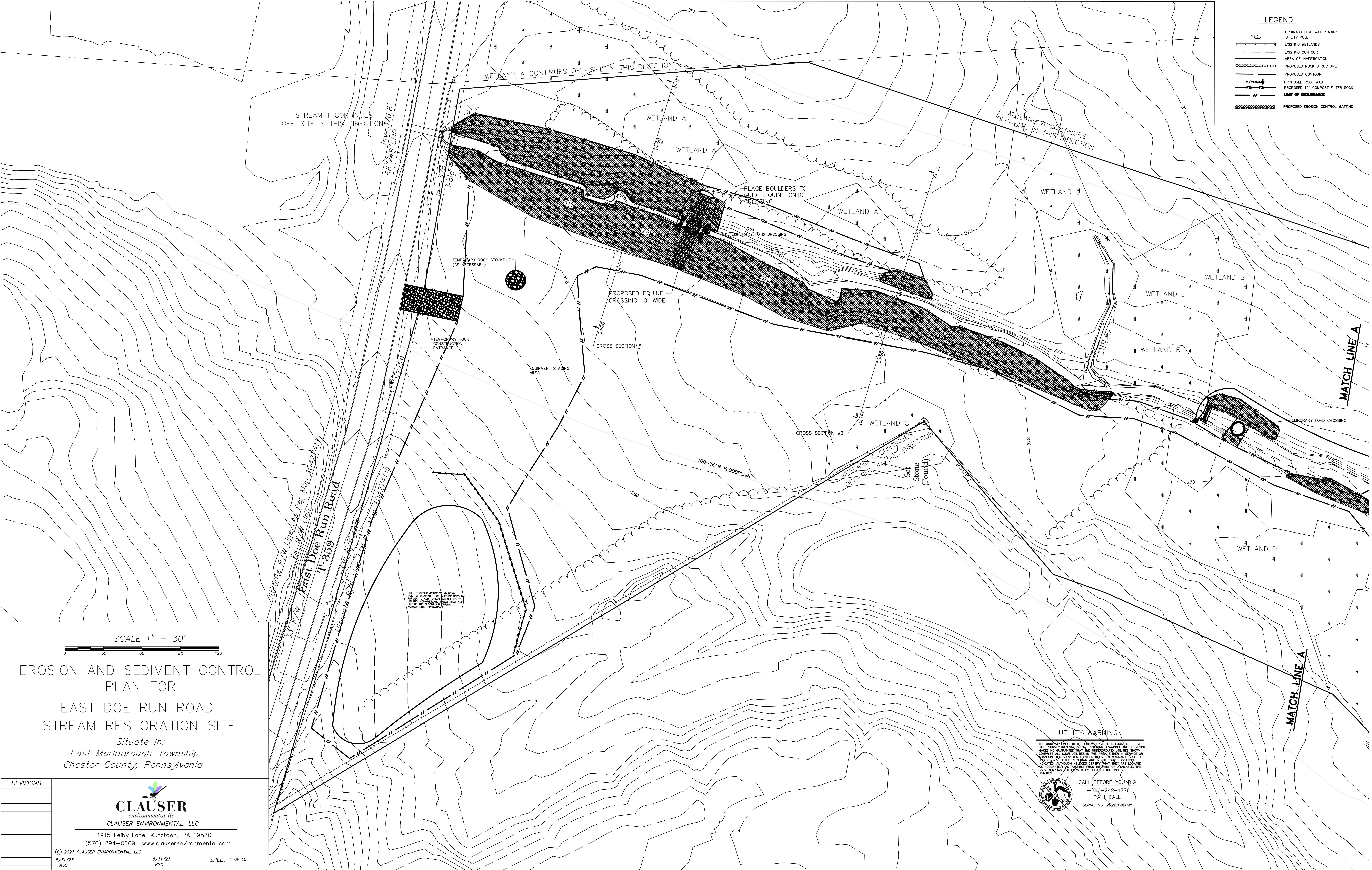
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UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

CALL BEFORE YOU DIG
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PA 1-CALL
SERIAL NO. 20221082995





LEGEND

ORDINARY HIGH WATER MARK

UTILITY POLE

EXISTING WETLANDS

EXISTING CONTOUR

AREA OF INVESTIGATION

PROPOSED ROCK STRUCTURE

PROPOSED CONTOUR

PROPOSED ROOT WAD

PROPOSED 12\"/>

LIMIT OF DISTURBANCE

PROPOSED EROSION CONTROL MATTING

SCALE 1" = 30'

0 30 60 90 120

EROSION AND SEDIMENT CONTROL
PLAN FOR

EAST DOE RUN ROAD
STREAM RESTORATION SITE

Situate In:

East Marlborough Township
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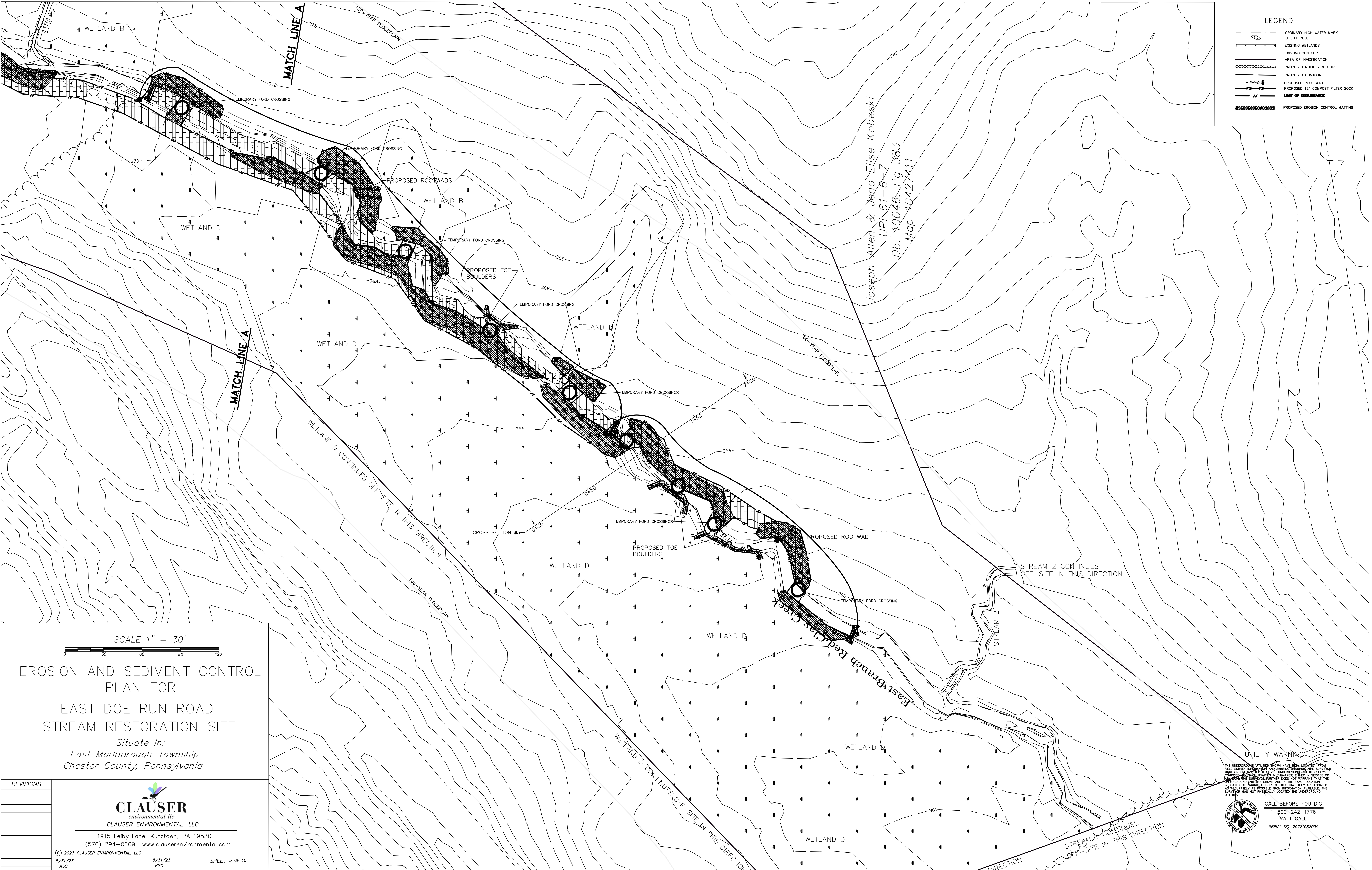
UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE SHOWN UTILITIES ARE CORRECT. COMPRISE ALL SHOWN UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS NEARLY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

CALL BEFORE YOU DIG

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PA 1 CALL

SERIAL NO. 20221082095



LEGEND

ORDINARY HIGH WATER MARK

UTILITY POLE

EXISTING WETLANDS

EXISTING CONTOUR

AREA OF INVESTIGATION

PROPOSED ROCK STRUCTURE

PROPOSED CONTOUR

PROPOSED ROOT WAD

PROPOSED 12" COMPOST FILTER SOCK

LIMIT OF DISTURBANCE

PROPOSED EROSION CONTROL MATTING

SCALE 1" = 30'

0 30 60 90 120

EROSION AND SEDIMENT CONTROL
PLAN FOR
EAST DOE RUN ROAD
STREAM RESTORATION SITE
Situate In:
East Marlborough Township
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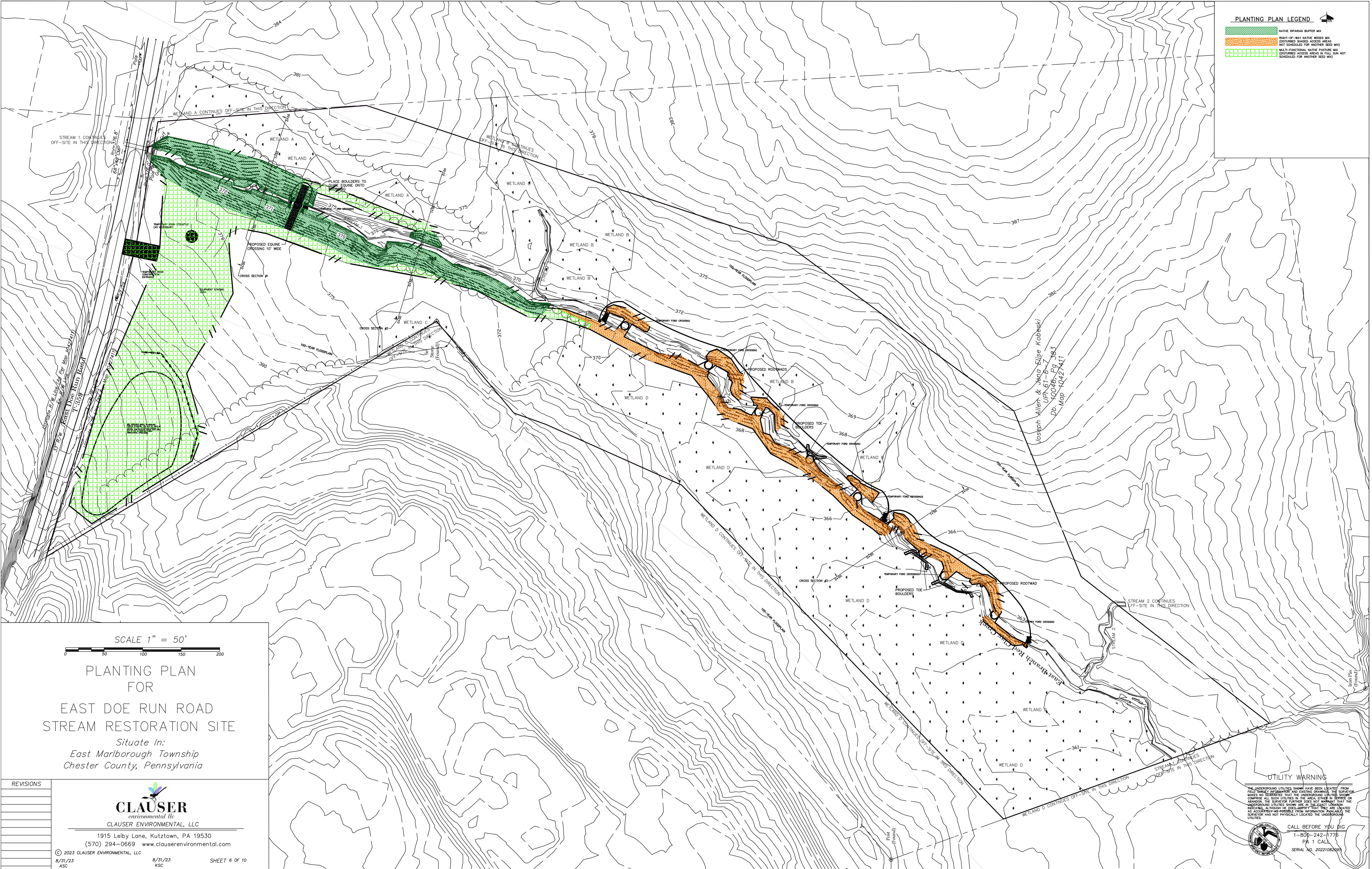
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SHEET 5 OF 10

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORDS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE ACCURATELY LOCATED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE ACCURATELY LOCATED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE ACCURATELY LOCATED.

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SERIAL NO. 20221082095



PLANTING PLAN LEGEND

- NATIVE RIPARIAN BUFFER MIX
- RIGHT-OF-WAY NATIVE WOODS MIX (DISTURBED SHADED ACCESS AREAS NOT SCHEDULED FOR ANOTHER SEED MIX)
- MULTI-FUNCTIONAL NATIVE PASTURE MIX (DISTURBED ACCESS AREAS IN FULL SUN NOT SCHEDULED FOR ANOTHER SEED MIX)

SCALE 1" = 50'

PLANTING PLAN FOR
EAST DOE RUN ROAD
STREAM RESTORATION SITE

Situate In:
East Marlborough Township
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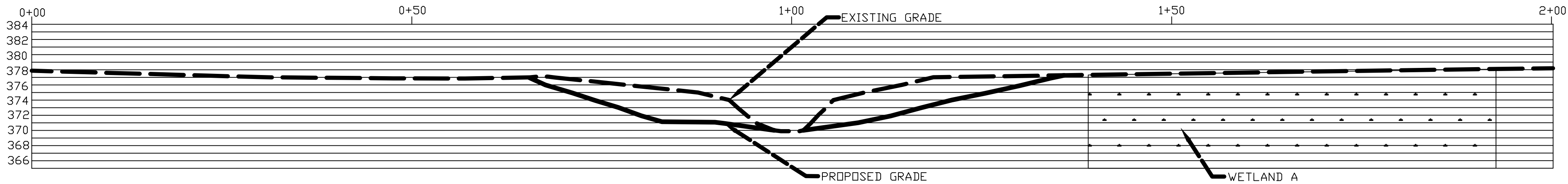
Joseph Allen & Jena Elise Kobecki
UPR 61-8-7
Db 10046 Pg 383
Map 10427411

UTILITY WARNING

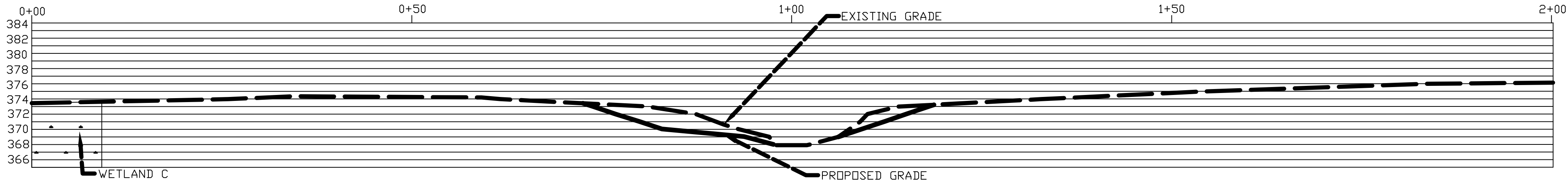
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORDS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR MAINTENANCE. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

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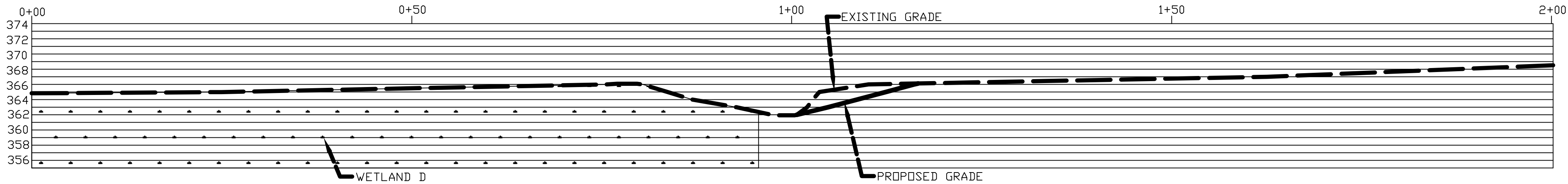
CROSS SECTION #1



CROSS SECTION #2



CROSS SECTION #3



CROSS SECTIONS
FOR
EAST DOE RUN ROAD
STREAM RESTORATION SITE
Situate In:
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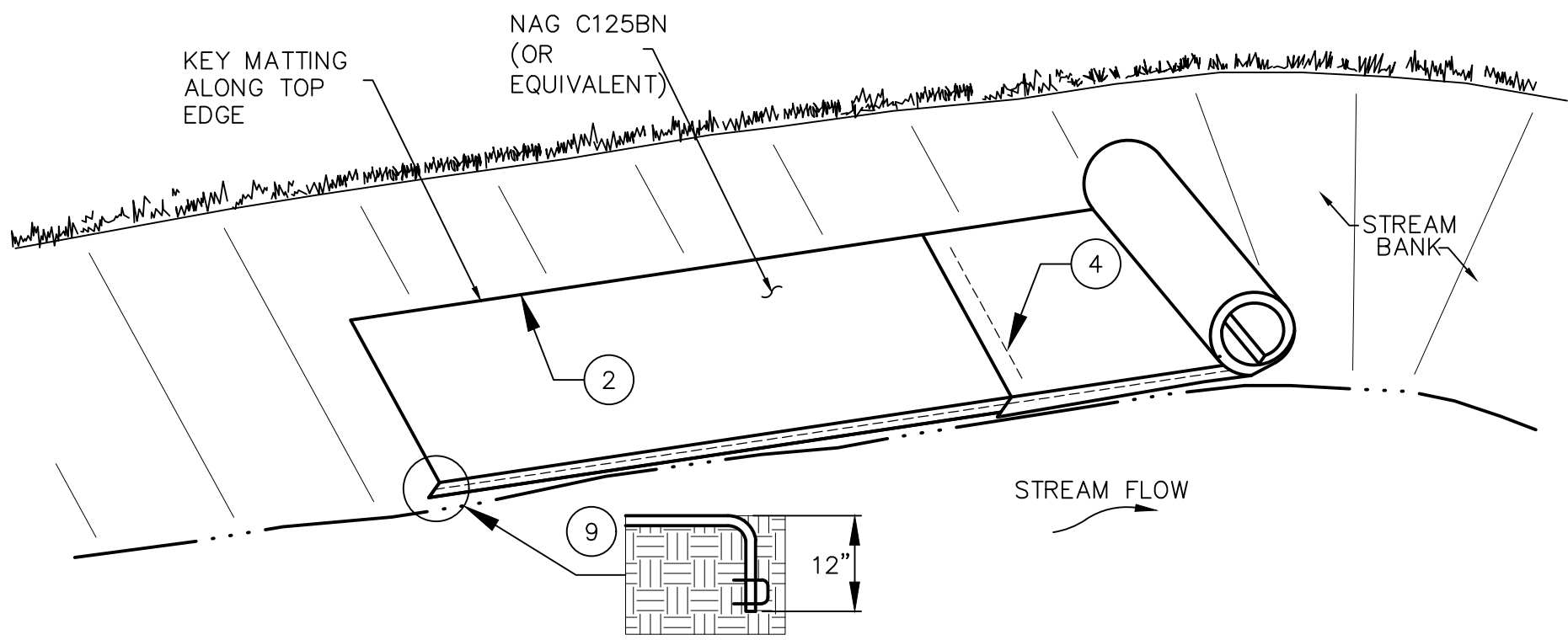
SHEET 7 OF 10

UTILITY WARNING

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDON. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE, THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

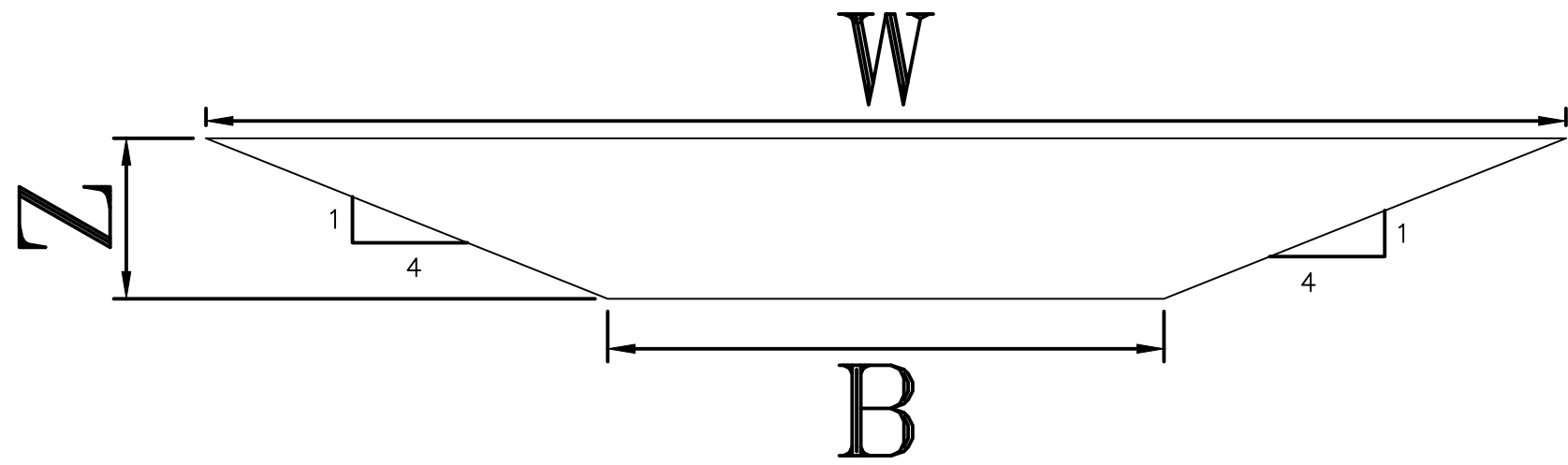
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SERIAL NO. 20221082095

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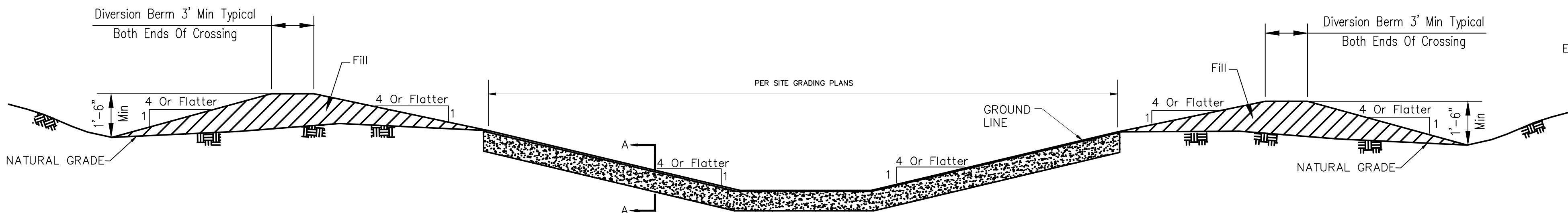
- NOTE: THE USE OF EROSION CONTROL MATTING IS REQUIRED ALONG RESTORED STREAM BANKS AND ON ALL SLOPES GREATER THAN 3:1 OR WHERE SHOWN ON PLAN
1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED.
 2. BEGIN AT THE TOP OF THE CHANNEL BY ANCHORING THE BLANKET IN A 6" DEEP x 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
 3. ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW HORIZONTALLY ACROSS SHORELINE SLOPE.
 4. PLACE BLANKET END OVER END (SHINGLE STYLE) WITH A 6" OVERLAP. USE A DOUBLE ROW OF STAGGERED STAPLES 4" APART TO SECURE BLANKETS.
 5. FULL LENGTH EDGE OF BLANKETS AT TOP OF SIDE SLOPES MUST BE ANCHORED IN 6" DEEP x 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
 6. BLANKETS ON SIDE SLOPES MUST BE OVERLAPPED 4" OVER THE CENTER BLANKET AND STAPLED
 7. IN HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A ROW OF STAPLES 4" APART OVER ENTIRE WIDTH OF CHANNEL. PLACE A SECOND ROW 4" BELOW THE FIRST ROW IN A STAGGERED PATTERN.
 8. THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED IN A 6" DEEP x 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
 9. THE EDGE OF ALL HORIZONTAL BLANKETS AT OR BELOW NORMAL WATER LEVEL MUST BE ANCHORED BY PLACING THE BLANKET IN A 6" DEEP x 6" WIDE ANCHOR TRENCH. ANCHOR BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 4" APART IN TRENCH. BACKFILL AND COMPACT TRENCH. AN ACCEPTABLE ALTERNATE IS TO ANCHOR THE EDGE WITH LIVE STAKES CUT FROM NATIVE VEGETATION AT 3 FOOT INTERVALS.

EROSION CONTROL MATTING DETAIL
NOT TO SCALE

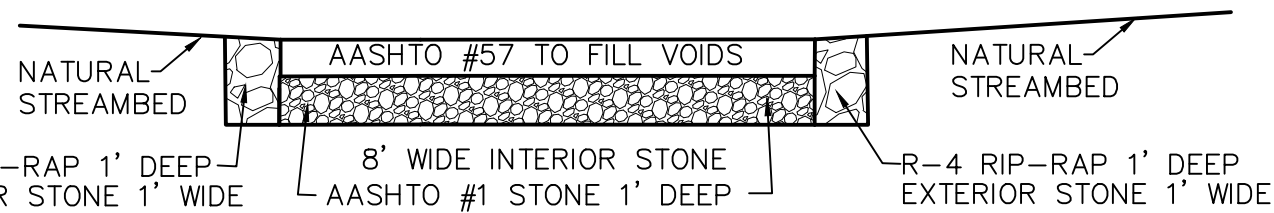


EAST DOE RUN ROAD SITE			
LOCATION	W (ft)	Z (ft)	B (ft)
EAST BRANCH RED CLAY CREEK	17.8	1.6	5

BANKFULL STREAM CHANNEL TYPICAL SIZING DETAIL
NOT TO SCALE



PROFILE ALONG CENTERLINE OF CROSSING

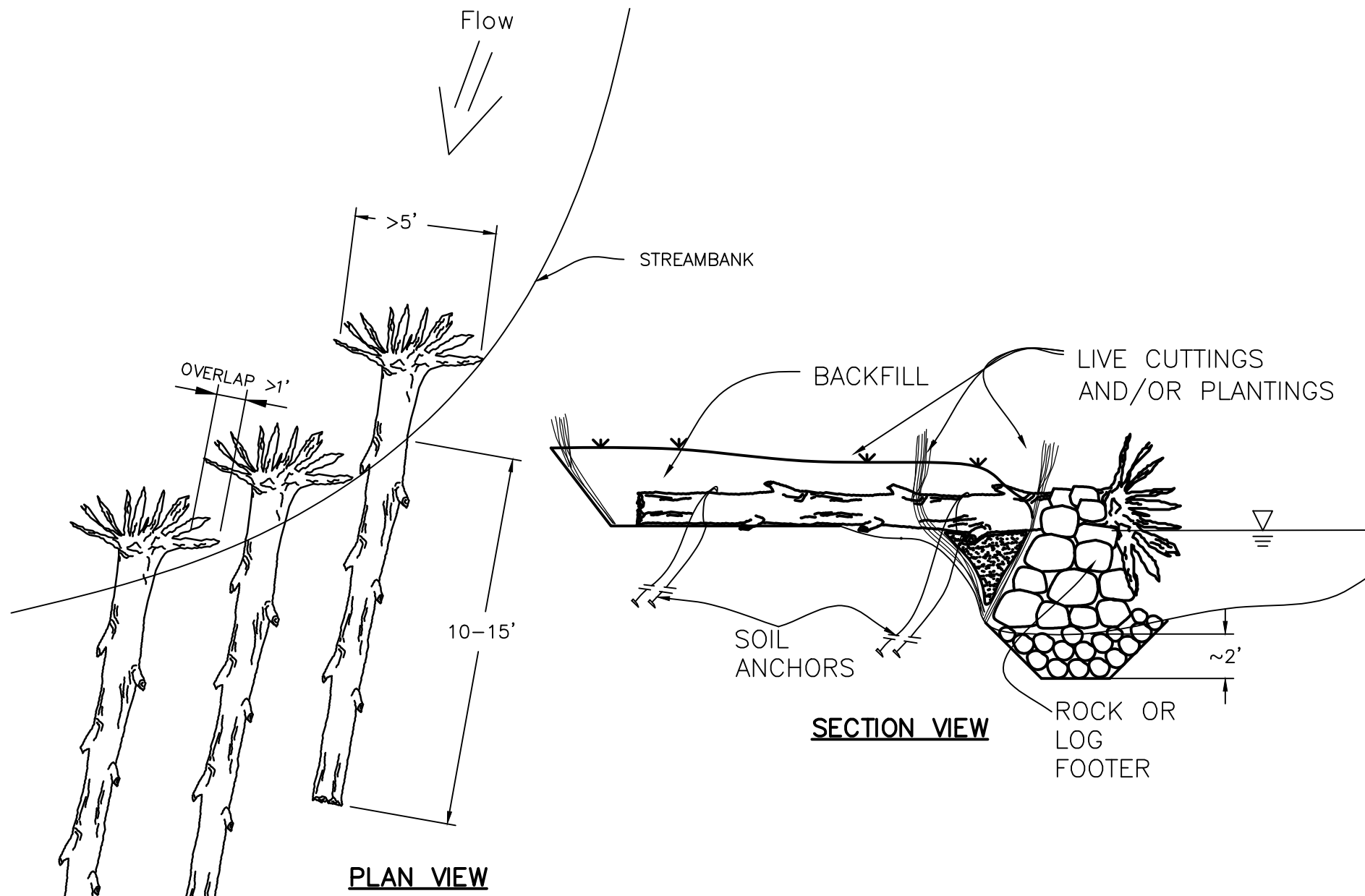
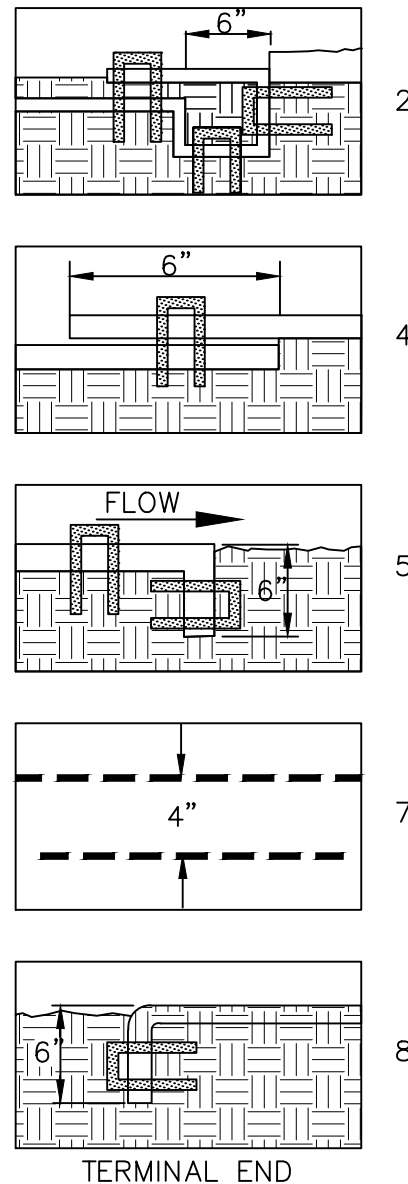


SECTION A-A

EQUINE FORD STREAM CROSSING DETAIL

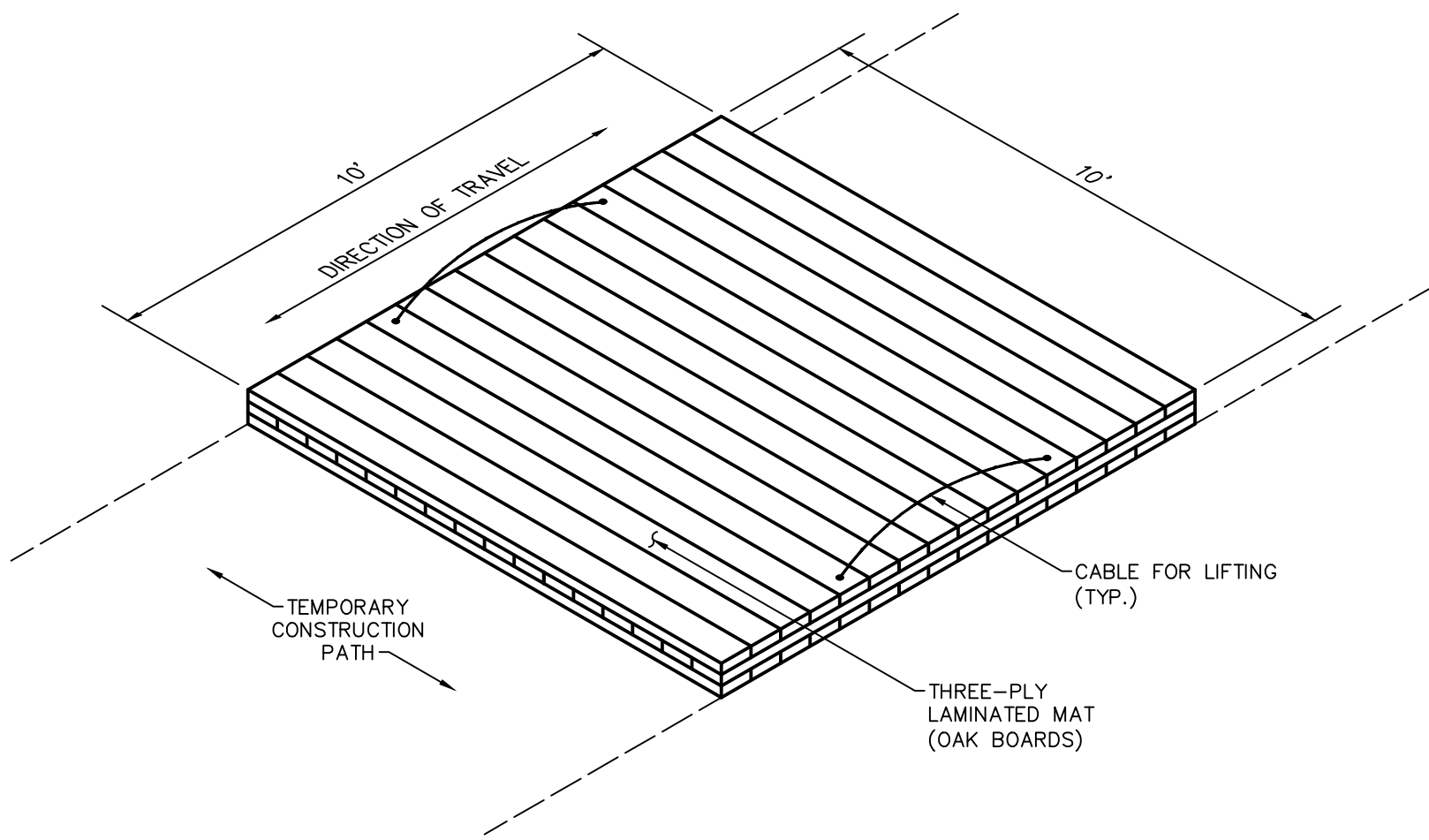
NOT TO SCALE

STAPLING SPECIFICATIONS:



ROOT WAD DETAIL

NOT TO SCALE

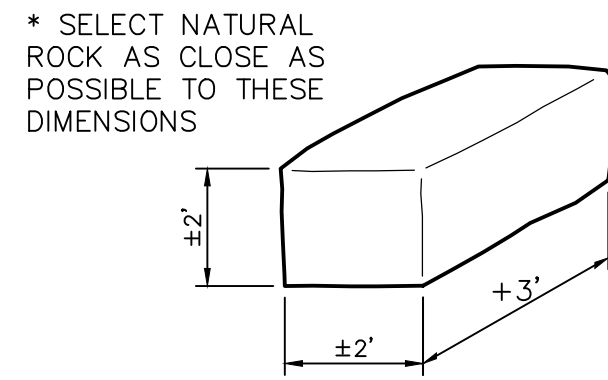


ISOMETRIC VIEW

- PROTECTIVE MAT NOTE:
1. USE PROTECTIVE MATS OVER ANY WET AREAS (WHEN NEEDED TO PREVENT RUTTING), DRIVEWAYS WHEN METAL TRACKED VEHICLES ARE CROSSING, UTILITY LINES, OR DRAIN PIPES.

PROTECTIVE MAT DETAIL (AS NEEDED)

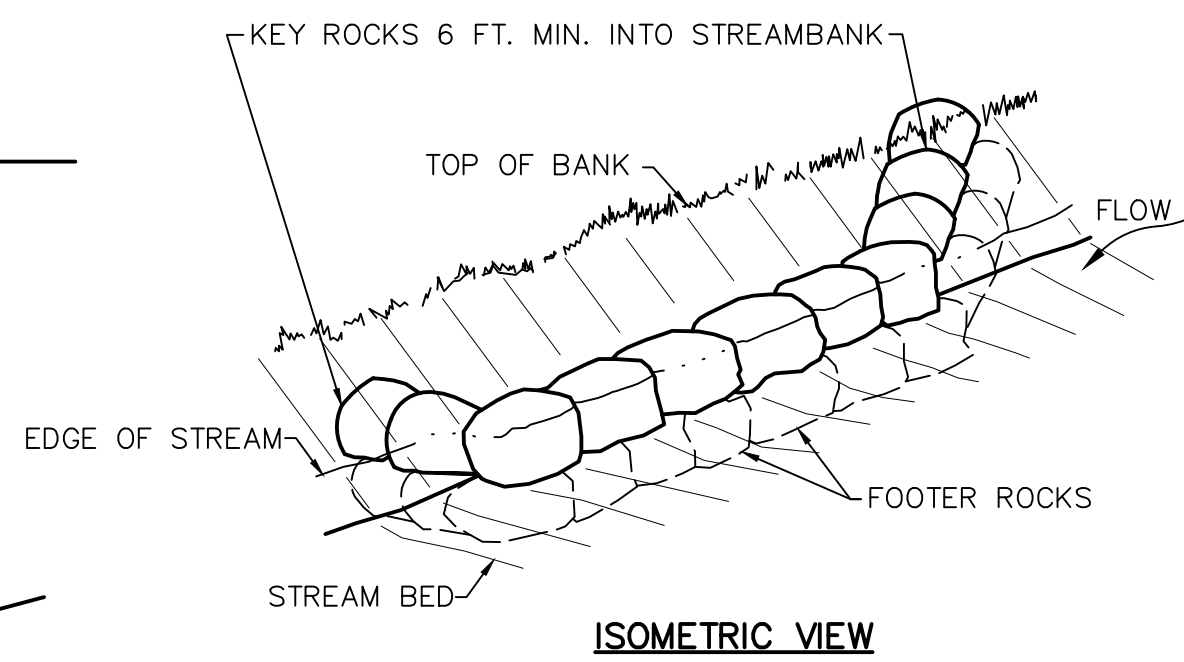
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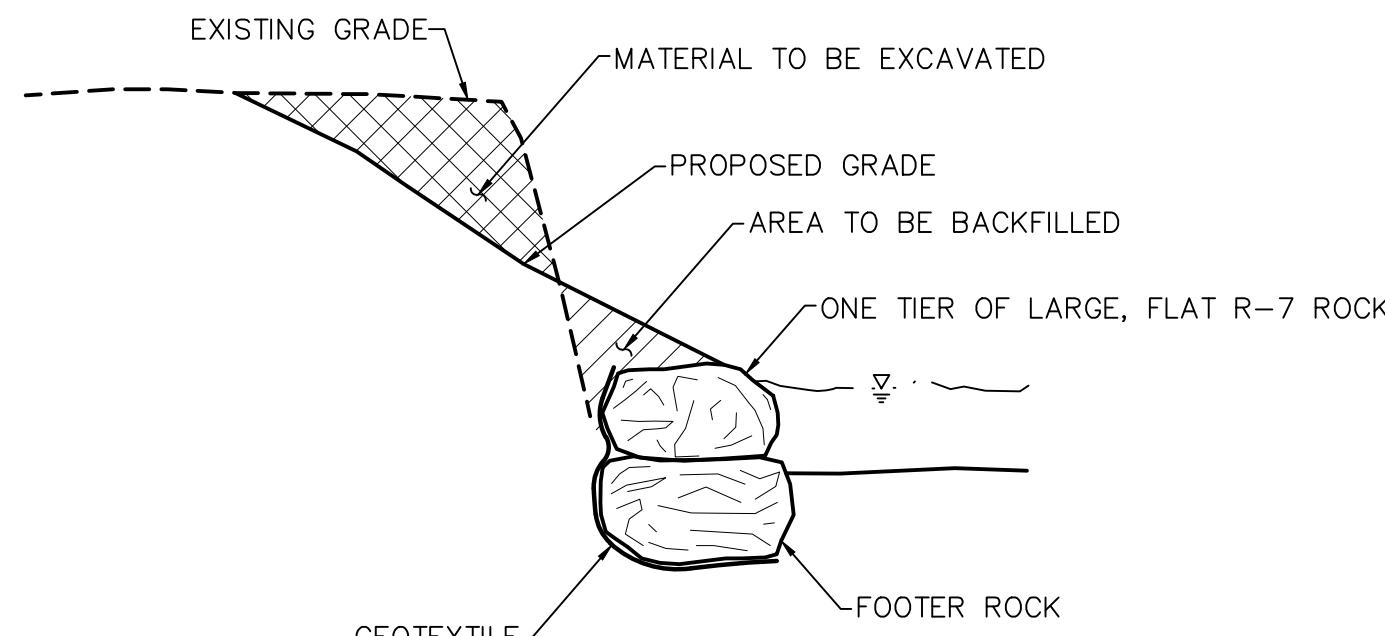
- NOTES:
1. USE THIS SIZE ROCK (R-8; QUARRY SHOT ROCK) FOR IN-STREAM STRUCTURES UNLESS OTHERWISE NOTED.
 2. ROCK SHOULD BE HAND SELECTED BY CONTRACTOR.
 3. ROCK SHOULD BE AS BLOCKY AS POSSIBLE TO ALLOW FOR EASIER CONSTRUCTION OF IN-STREAM STRUCTURES.

DESIRABLE ROCK SIZES FOR IN-STREAM STRUCTURES

NOT TO SCALE



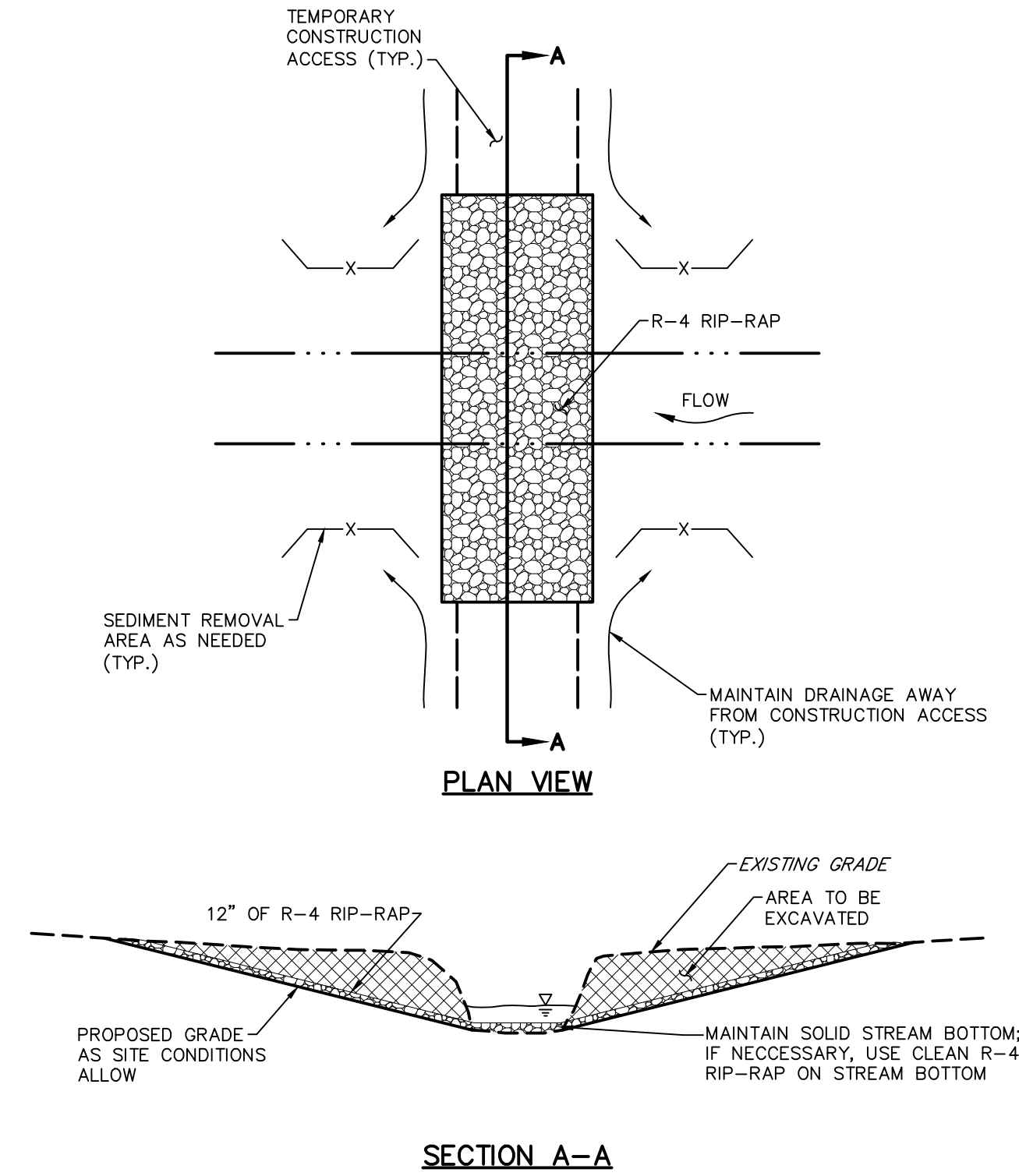
ISOMETRIC VIEW



SECTION VIEW

TOE RIP-RAP DETAIL

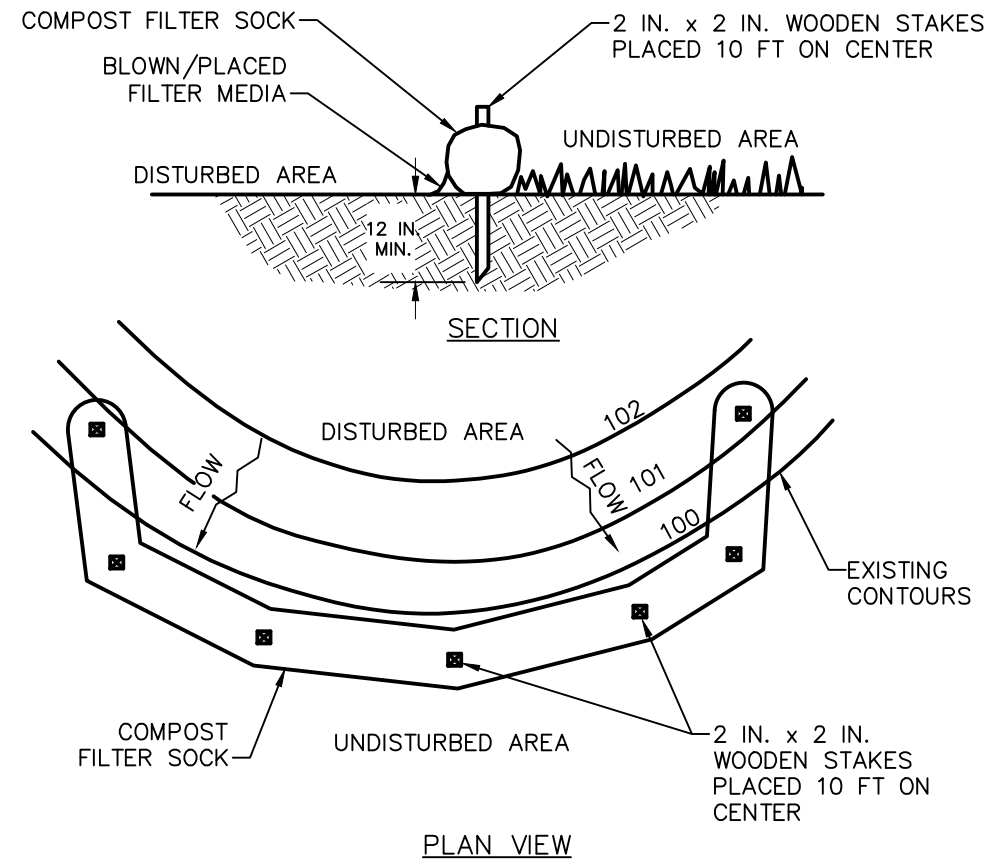
NOT TO SCALE



SECTION A-A

TEMPORARY CONSTRUCTION FORD CROSSING DETAIL

NOT TO SCALE



PLAN VIEW

NOTES:

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

STANDARD CONSTRUCTION DETAIL #4-1
COMPOST FILTER SOCK

NOT TO SCALE

REVISIONS		EAST DOE RUN ROAD SITE STABILIZATION DETAILS	
			CLAUSER ENVIRONMENTAL, LLC
		1915 LEIBY LANE, KUTZTOWN, PA 19530	
		(570) 294-0669 www.clouserenvironmental.com	
		DRAWN 8/28/23 ASC	CHECK 8/28/23 KSC
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