Bid Package for North Walnut 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



Prepared by: Clauser Environmental, LLC 1915 Leiby Lane Kutztown, PA 19530 (570) 294-0669

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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 North Walnut Road Stream Restoration Project under this bid package. The project is funded by the National Fish and Wildlife Foundation with funding provided by William Penn Foundation, 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 (To be Submitted with Bid)

BIDDER'S COMPANY NAME	
COMPANY ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
CONTACT PERSON	
EMAIL	

• ALL BID SUBMISSIONS MUST INCLUDE THE FOLLOWING:

- o Completed bid form (i.e. cover sheet, bid sheet, and signature sheet) in its entirety;
- o Detailed budget in the form of bidder's choosing;
- O 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);
- Ocument 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);
- o Affidavit of Non-Discrimination
- o Affidavit of Non-Collusion

North Walnut Road: ITEM DESCRIPTION	<u>UNIT</u>	TOTAL COST (in numbers)	TOTAL COST (in words)
Mobilization/Demobilization/Site Admin.	<u>L.S.</u>		
Materials/Construction	<u>L.S.</u>		
Pumping/ Erosion & Sediment Control	L.S.		
Debris Removal and Off-site Disposal	L.S.		
NORTH WALNUT ROAD TOTAL BID:			

BID FORM SIGNATURE SHEET

By submitting this Bid Form, I,	, of
(Name)	(Title)
, in such capacity and	d/or on behalf of
(Company/Firm/Entity)	4
affirm and agree (Company/Firm/Entity)	that:
(Company/Firm/Enuty)	
 All documents included in the Bid Package inspected. The Bid Package consists of the 	
 Invitation to Bid 	
o Bid Forms	
 Important Dates 	
 General Terms and Conditions 	
o Special Conditions	
o Affidavit of Non-Discrimination	
 Affidavit of Non-Collusion Special Requirements From Fundin	a Sources
Special Requirements From FundingProject Location Maps	g Sources
 North Walnut Road Stream Restora 	tion Project Plans
	•
a) Wage Rates: This project has NO PREV	AILING WAGE RATES
• If selected as the successful bidder, I agree the Bid Packages.	to accept all terms and conditions contained in
• The bid will remain firm for the period of to	ime indicated in the bid package.
• The work shall be completed on or before t	he date indicated in the bid package.
When the bidder is an individual:	
WITNESS:	Signature of Individual
	(SEAL)
	Trading and doing business as:
	Address:

WITNESS:	Name of Partnership:	
	Address:	
	By:Partner	(SEAL)
When the bidder is a corporation:		
ATTEST:	Name of Corporation:	
	Address:	
	By: President/Vice President(COR	(SEAL)

North Walnut Road Stream Restoration Project <u>Important Dates</u>

- 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
 - *Interested bidders will proceed to the North Walnut Road Site immediately following the East Doe Run Road site showing.
- 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
 - o May 1, 2024- Construction May Begin
- Construction Completion:
 - October 15, 2024- 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 North Walnut 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, the Willaim Penn Foundation and each of 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 <u>estimated</u> 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 and the Commonwealth of Pennsylvania. 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, and floodplain reconnection. 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).
- b) All Bidders must adhere to the grant requirements of the National Fish and Wildlife Foundation. (See Appendix A, Special Requirements From Funding Sources)
- c) All construction must occur in accordance with the dates outlined on the important dates page outlined in this bid package.

d) Wage Rates: This project does NOT REQUIRE PREVAILING WAGE RATES

- e) 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.
- f) 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.

- g) 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 oblige, for his or their use upon said bond, for such sum or sums as may be justly due.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- 1) 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.
- m) BRC Representation: The Watershed Conservation Director, Brian Winslow, of the BRC and the designated BRC Contact(s) will represent BRC for this project.
- n) 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.
- o) Contractor must comply with any and all Pennsylvania Department of Transportation permits and requirements concerning road access.
- p) Notification of the start of construction must be given to the landowner(s). The BRC representative will do this when notified by the Contractor.
- q) Any change order to the Scope of Work or design, construction, and/or construction materials must be approved by the BRC Contact.
- r) 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, Clauser Environmental, LLC.
- s) BRC reserves the right to extend or shorten the work area based on funding availability.
- t) 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 (Title)
(Address)	(Title)
In such capa	acity and/or and on behalf of,
(Company)	(Company)
I hereby affirm and agree as follows:	
1. applicant for employment ancestry, marital status, disa	will not discriminate against an employee or because of age, race, creed, color, national origin, bility, or sex.
applicants are recruited ar employment without regard marital status, disability, or to, the following: employn recruitment advertising; lay	will take affirmative action to ensure that all and employed and that employees are treated during to their age, race, creed, color, national origin, ancestry, sex. Such action shall include, but shall not be limited nent, upgrading, demotion, or transfer; recruitment or yoff or termination; rates of pay or other forms of for training, including apprenticeship.
qualified applicants will reage, race, creed, color, nation 4 und	will in all solicitations or advertisements for behalf of state that all ceive consideration for employment without regard to nal origin, ancestry, marital status, disability, or sex. derstands that the contract may be canceled or terminated alliance, and all money due or to become due under the
	r a violation of the terms or conditions of this Affidavit.
	(Signature)
Sworn and subscribed to before me this day of, 20	(Name of Company)
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 and its owners, directors, and officers. I am the person responsib the amount of this bid. I state that:	[Company], le in my firm for the price(s) and
 The price(s) and amount of this bid have been arrive consultation, communication or agreement with any oth bidder. 	± 7
2. Neither the price(s) nor the amount of this bid, and neither approximate amount of this bid, have been disclosed to a bidder or potential bidder, and neither the price(s) nor the disclosed before bid opening.	any other firm or person who is a
3. No attempt has been made or will be made to induce ar bidding on this contract, or to submit a bid higher t intentionally high or noncompetitive bid or other form of	than this bid, or to submit any
4. The bid of my firm is made in good faith and not pursual with, or inducement from, any firm or person to sul noncompetitive bid.	
5.	
[Company], its affiliates, subsidiaries, officers, directors, under investigation by any governmental agency and have convicted or found liable for any act prohibited by State jurisdiction, involving conspiracy or collusion with respectontract, except as follows:	re not in the last three years been or Federal law in any
Any affidavits stating that the bidder or any of its affiliates, su	

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]
I state thatunderstands and acknowledges that the above representations	are material and important, and
will be relied on by BRC in awarding the contracts for which the	
understand that any misstatement in this affidavit is and	
concealment from BRC of the true facts relating to the submissi	on of bids for this contract.
NAME OF FIRM	
	-
By:	_
Title:	
Date:	
Dutc.	-
SWORN TO AND SUBSCRIBED	
BEFORE ME THIS, 20	
Notary Public	
My commission expires	
-	

APPENDIX A

SPECIAL REQUIREMENTS FROM FUNDING SOURCES

Additional Requirements related to grant funding from: the National Fish and Wildlife Foundation (NFWF)

All activities authorized by this Grant funding shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as listed below. The Contractor acknowledges that this bid is subject to all requirements set forth herein and further agrees that it and all sub-contractors will comply with future requirements determined by the Grantor as necessary.

(excerpt from NFWF 75155 Grant Agreement, full agreement is available upon request)

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-1et 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 Person's 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/egmain_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 0MB 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.goy/portal/public/SAM/.

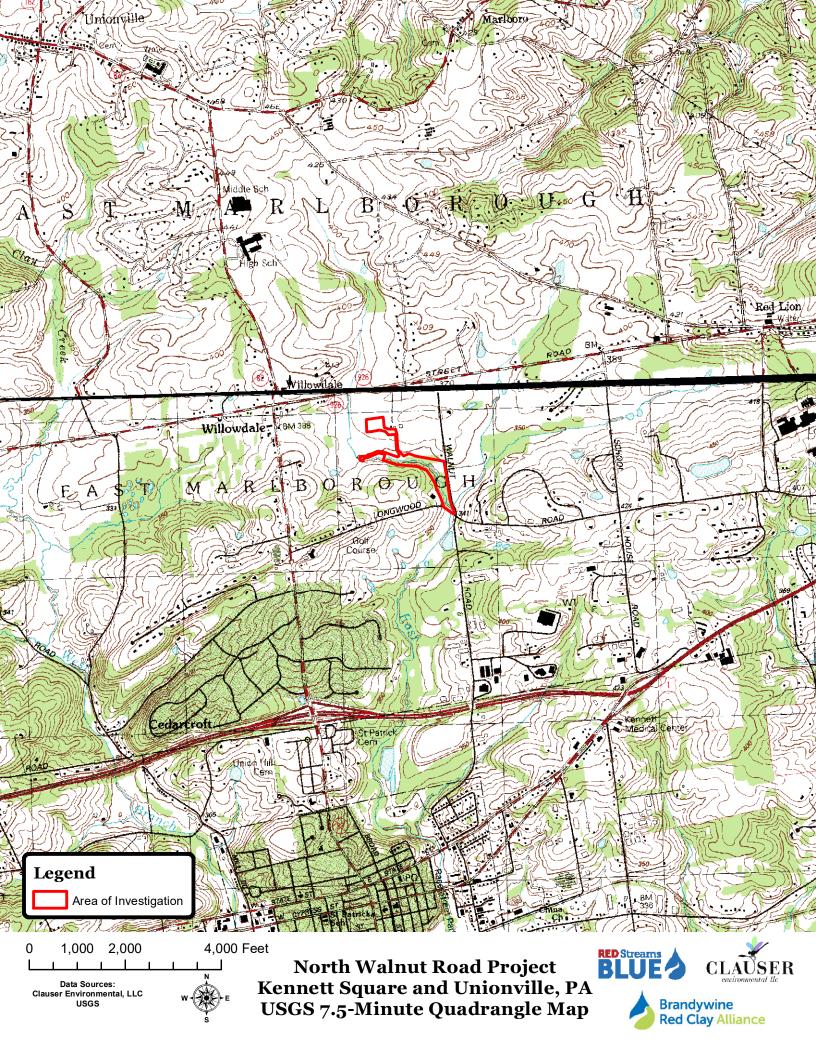
3.5. Conflicts of Interest.

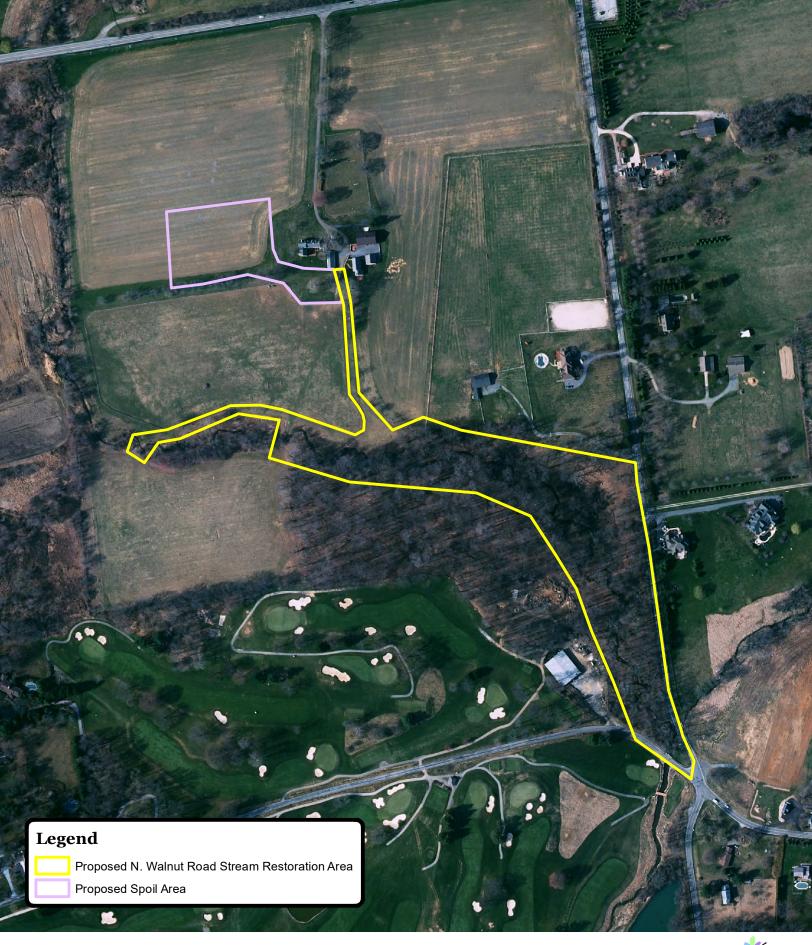
By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. 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

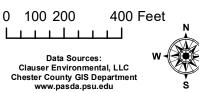
monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting 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 0MB 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.

APPENDIX B:

Project Location Maps







East Branch Red Clay Headwaters Restoration Brandywine Red Clay Alliance

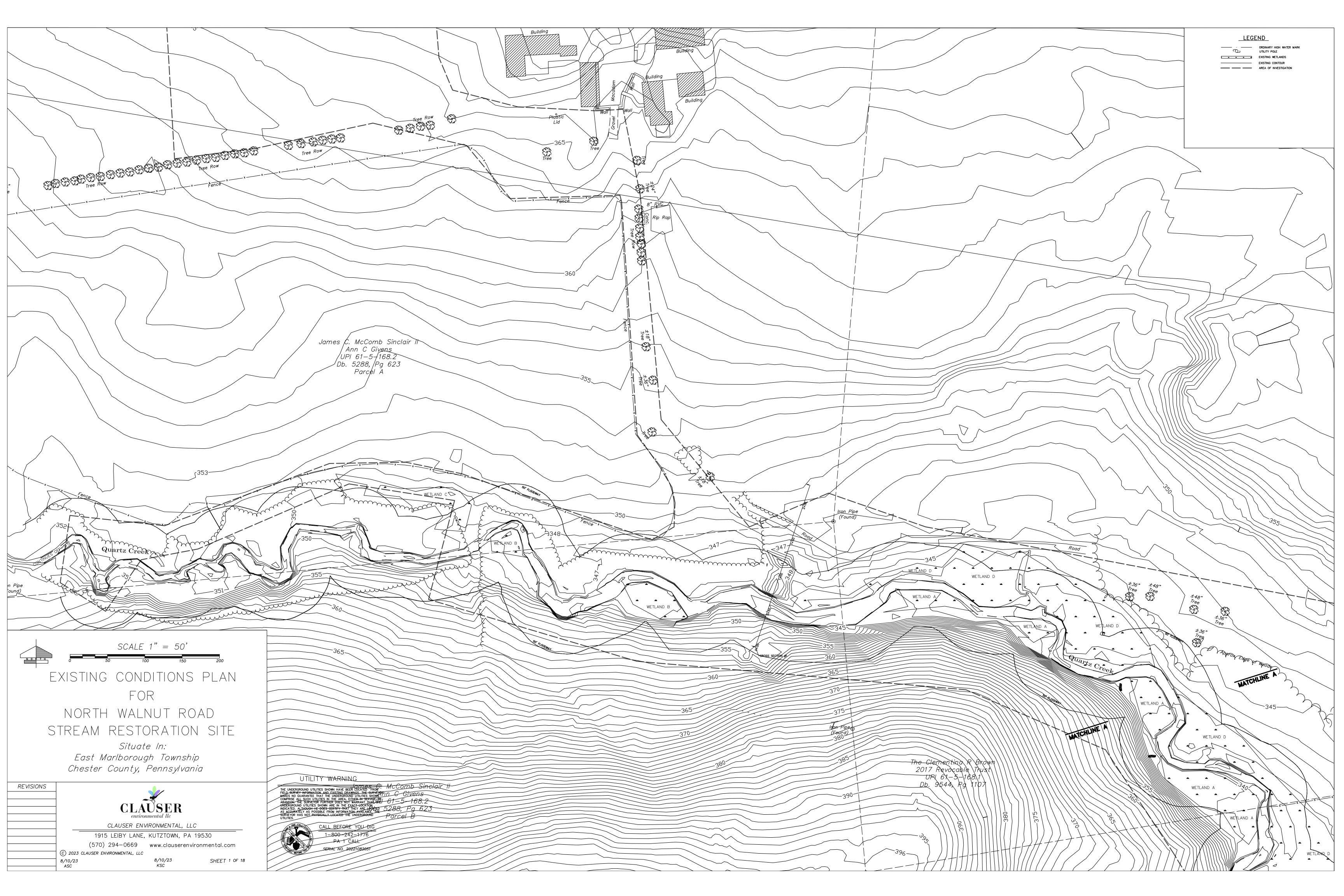


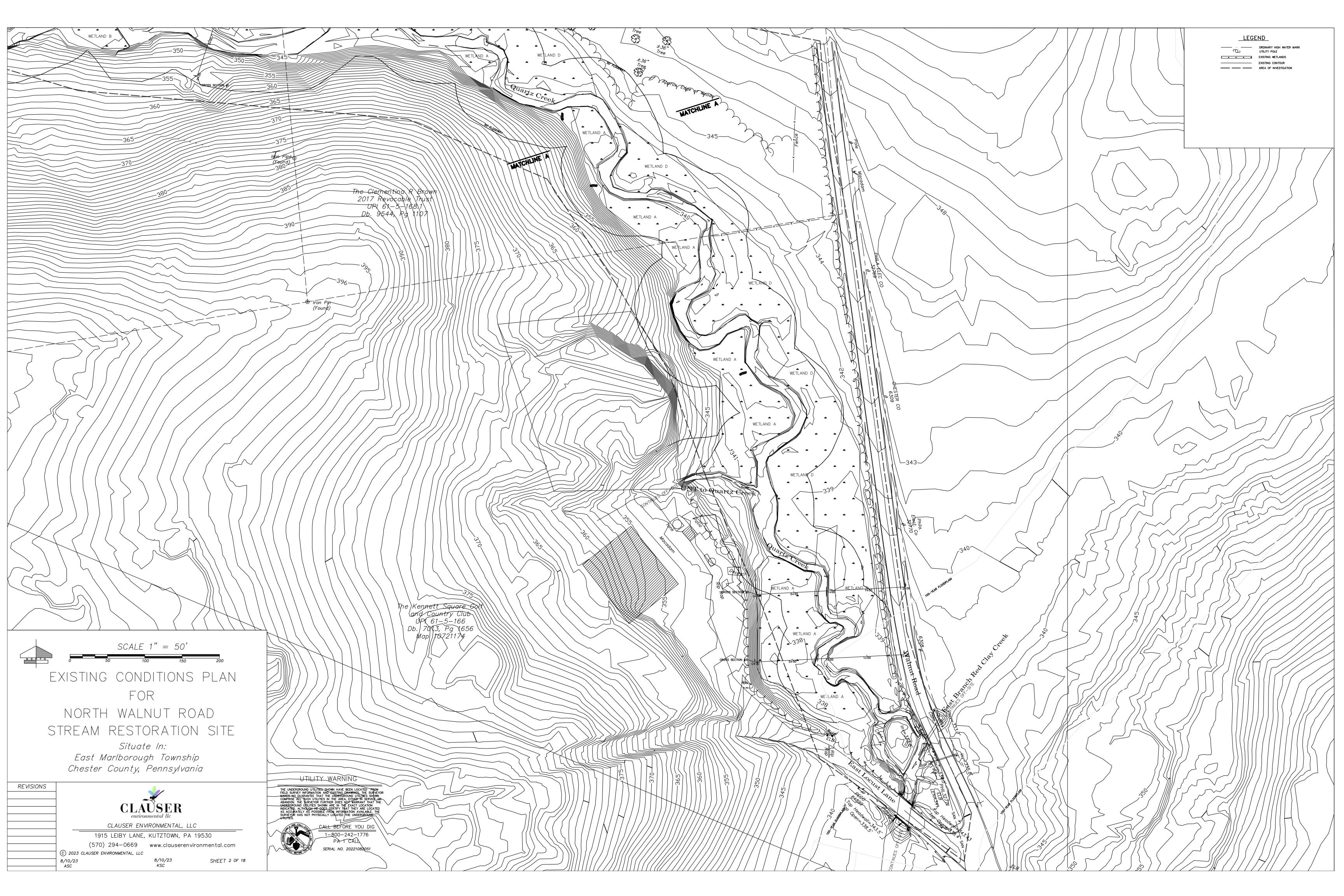


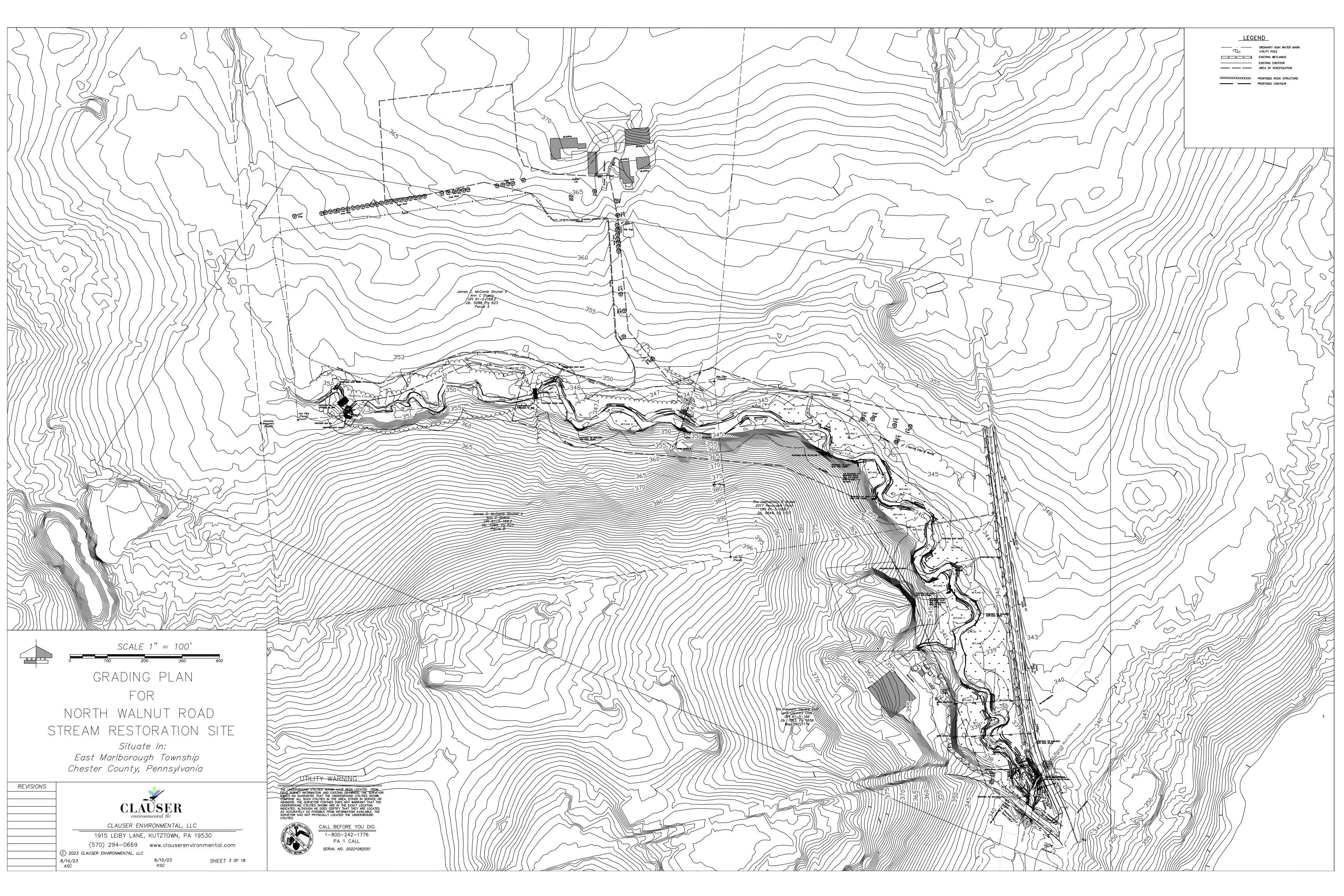


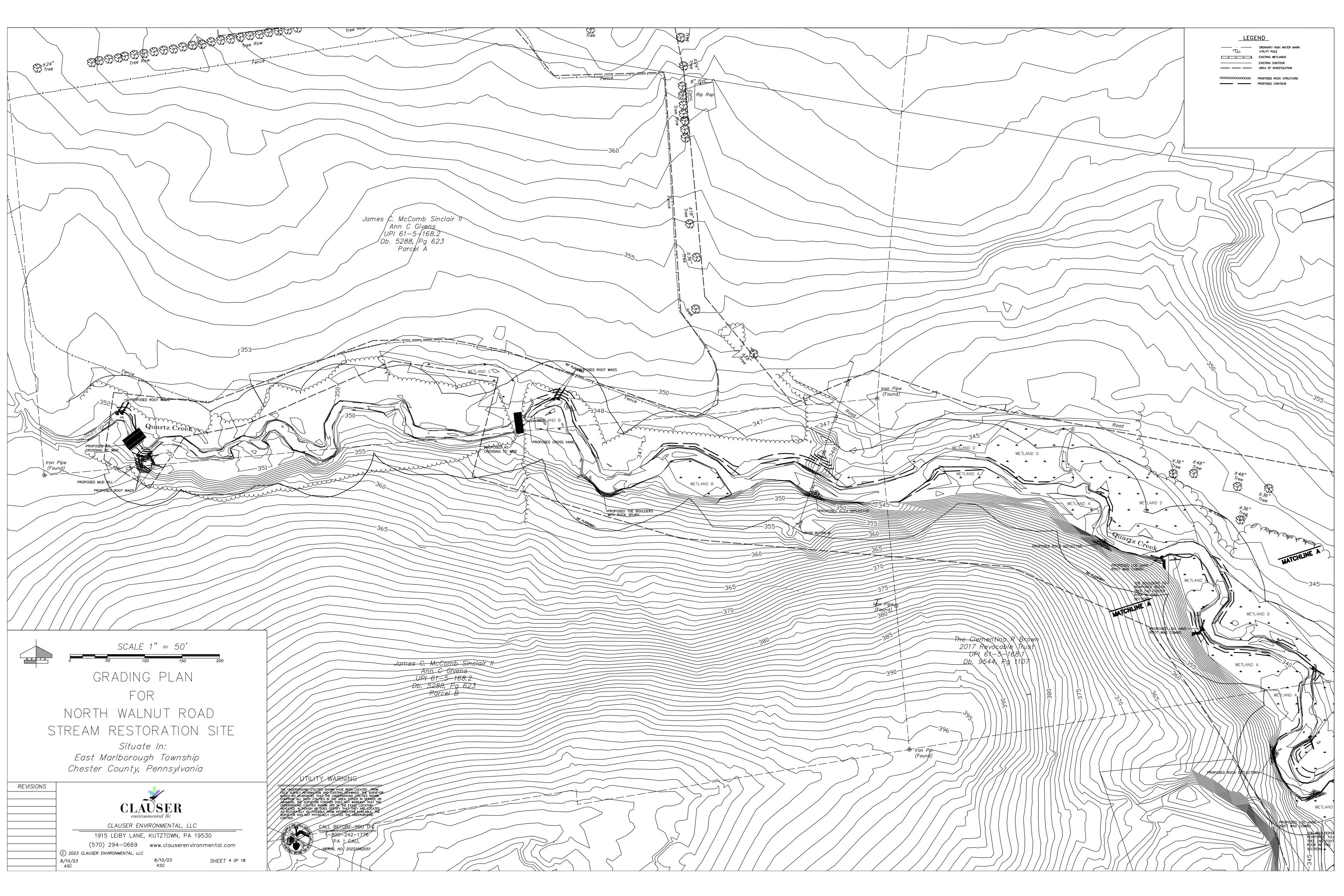
APPENDIX C:

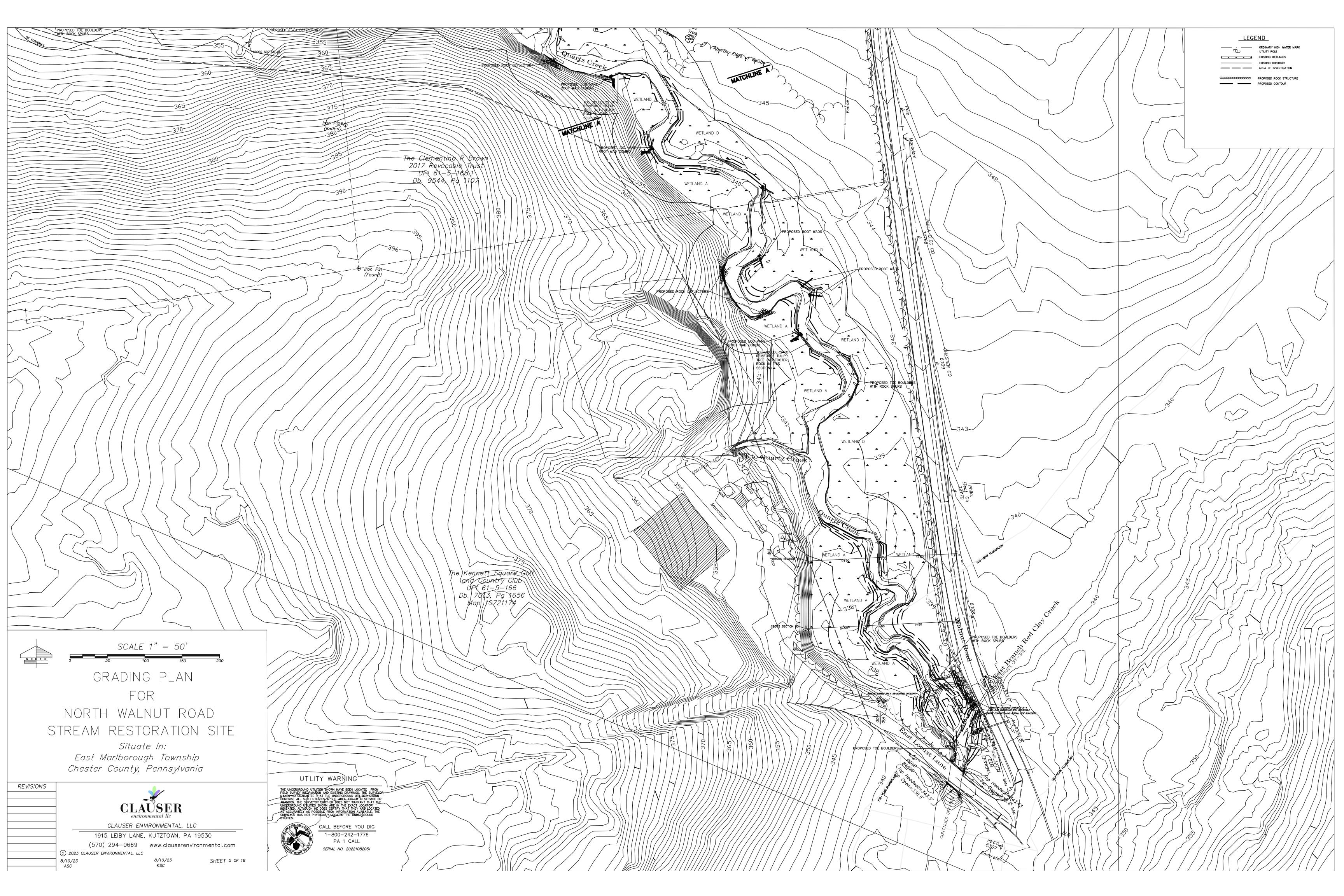
North Walnut Road Project Plans

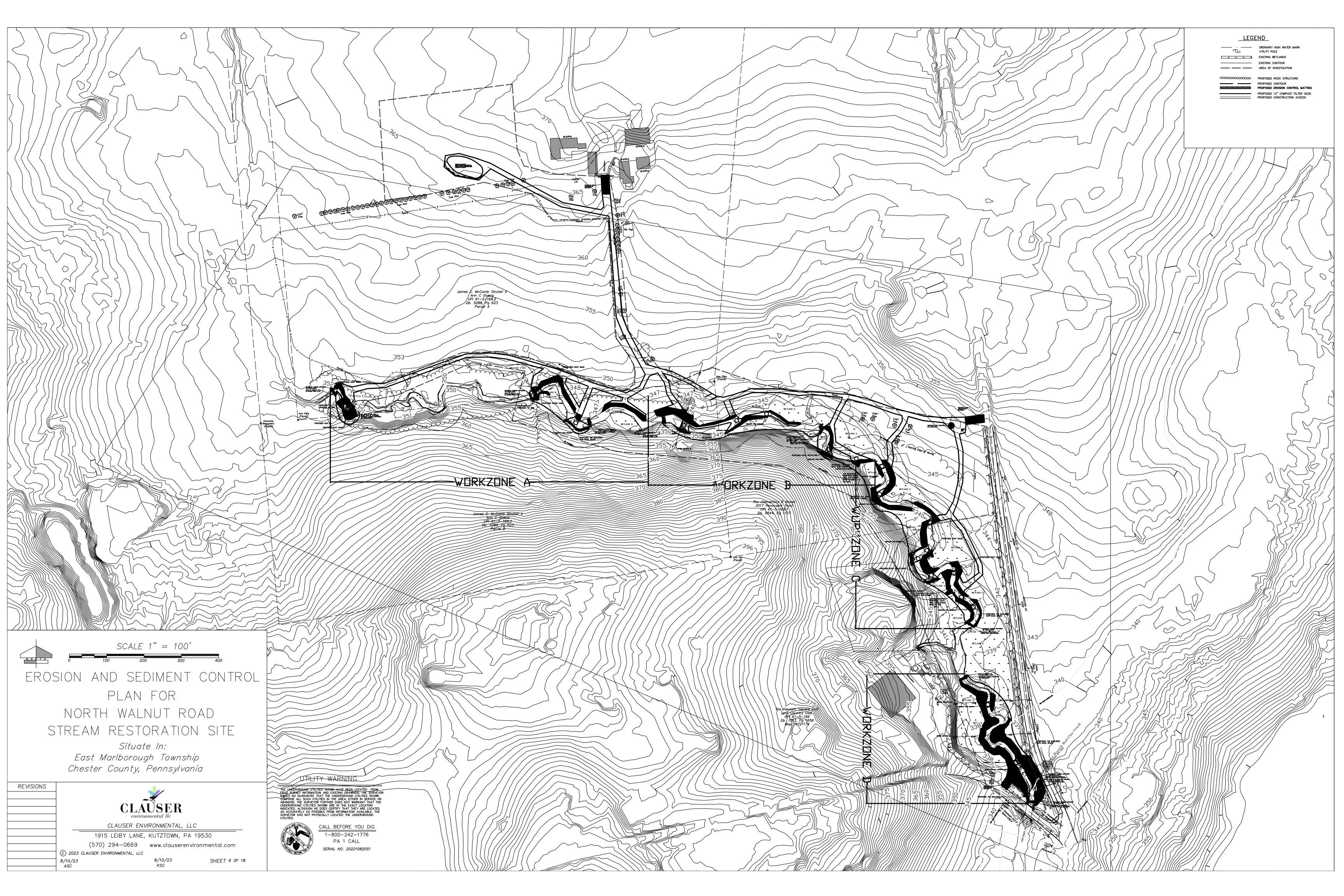


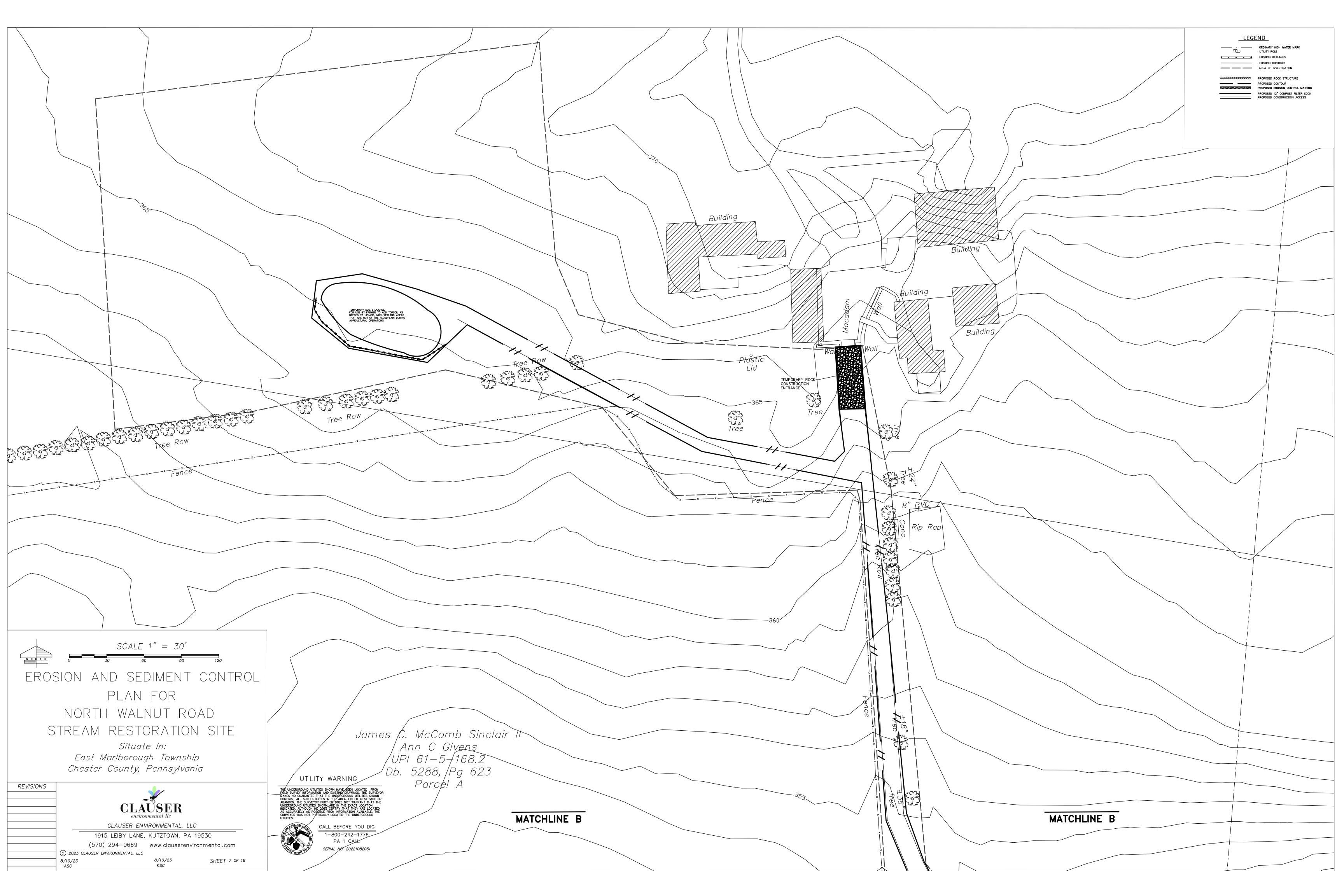


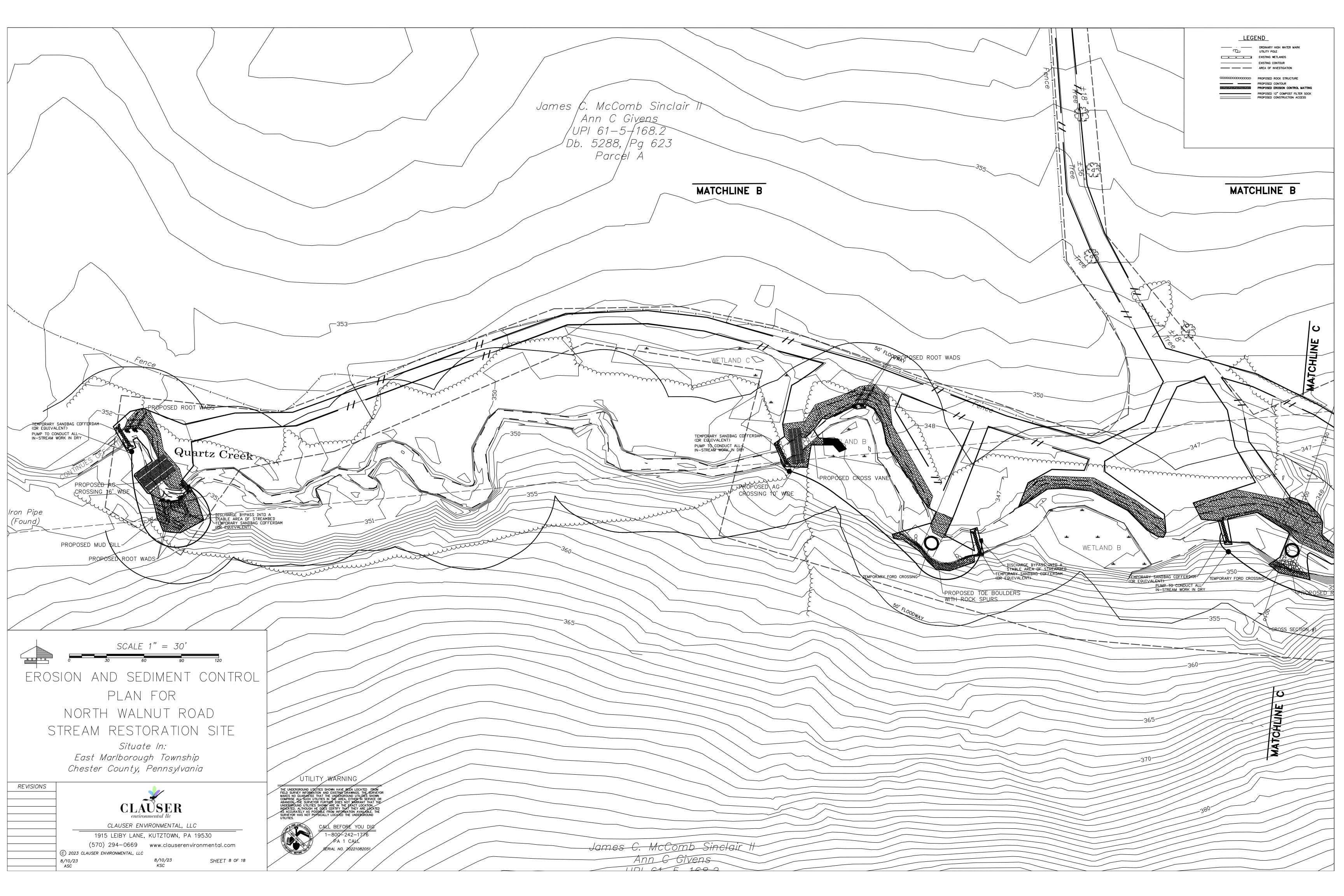


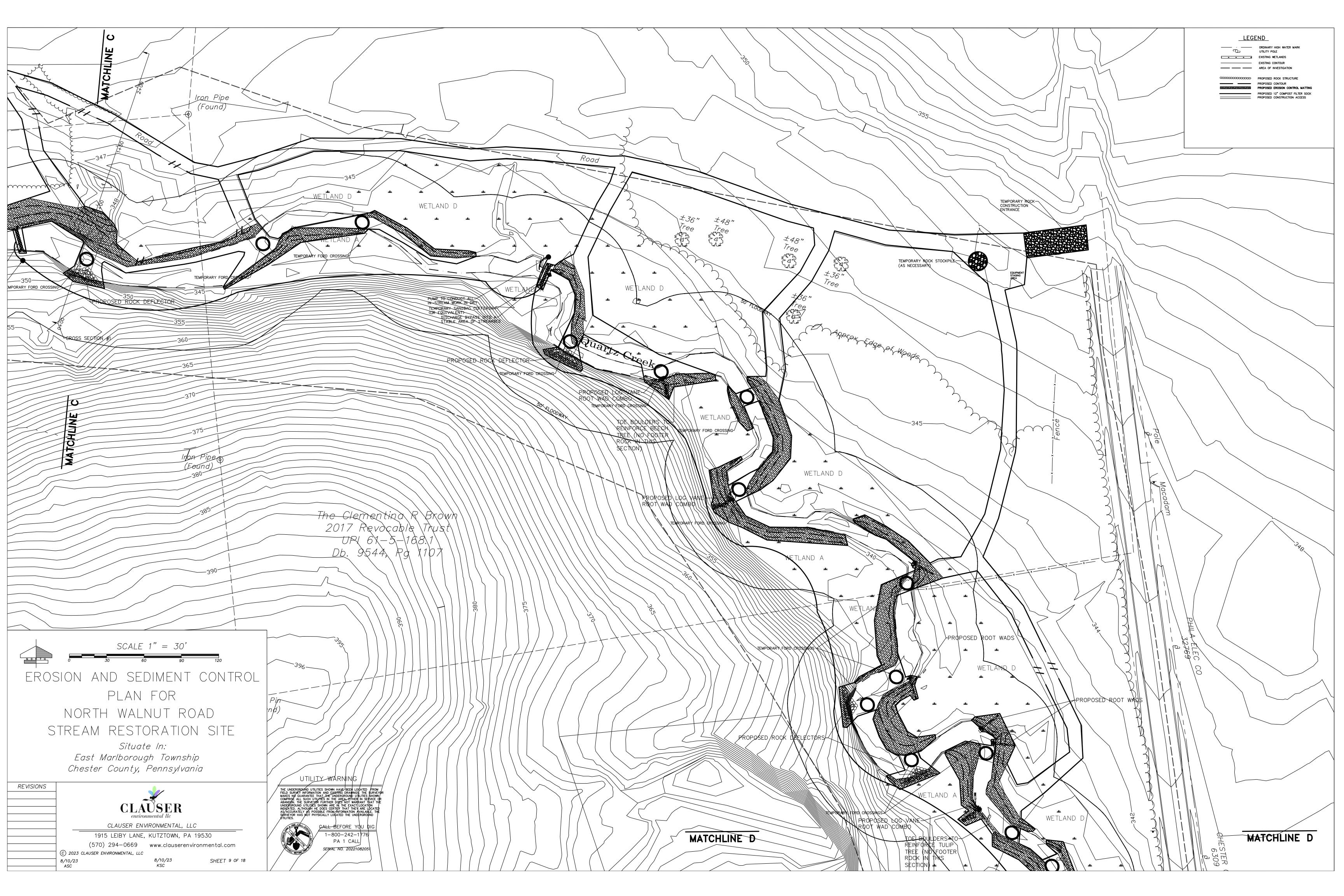


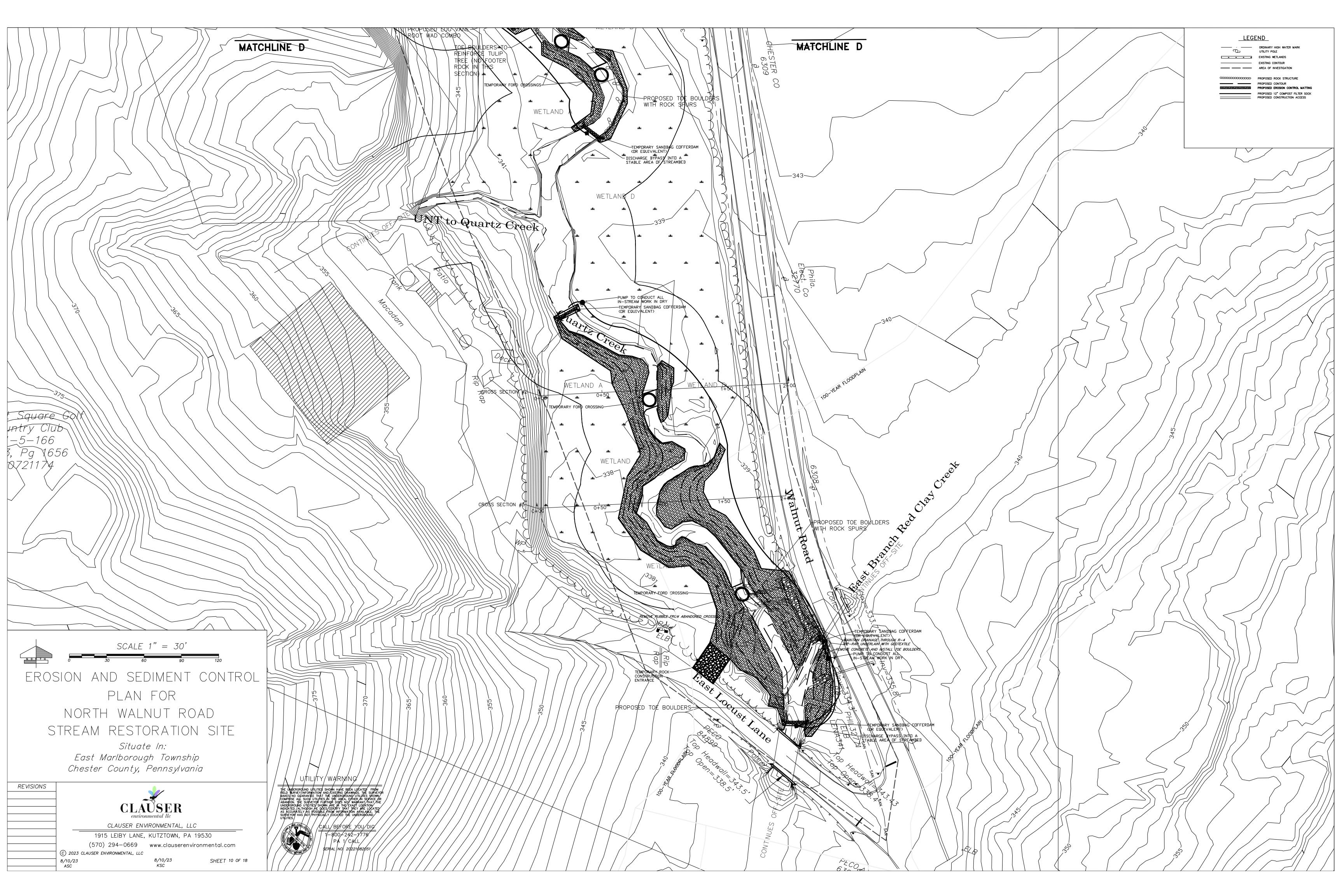


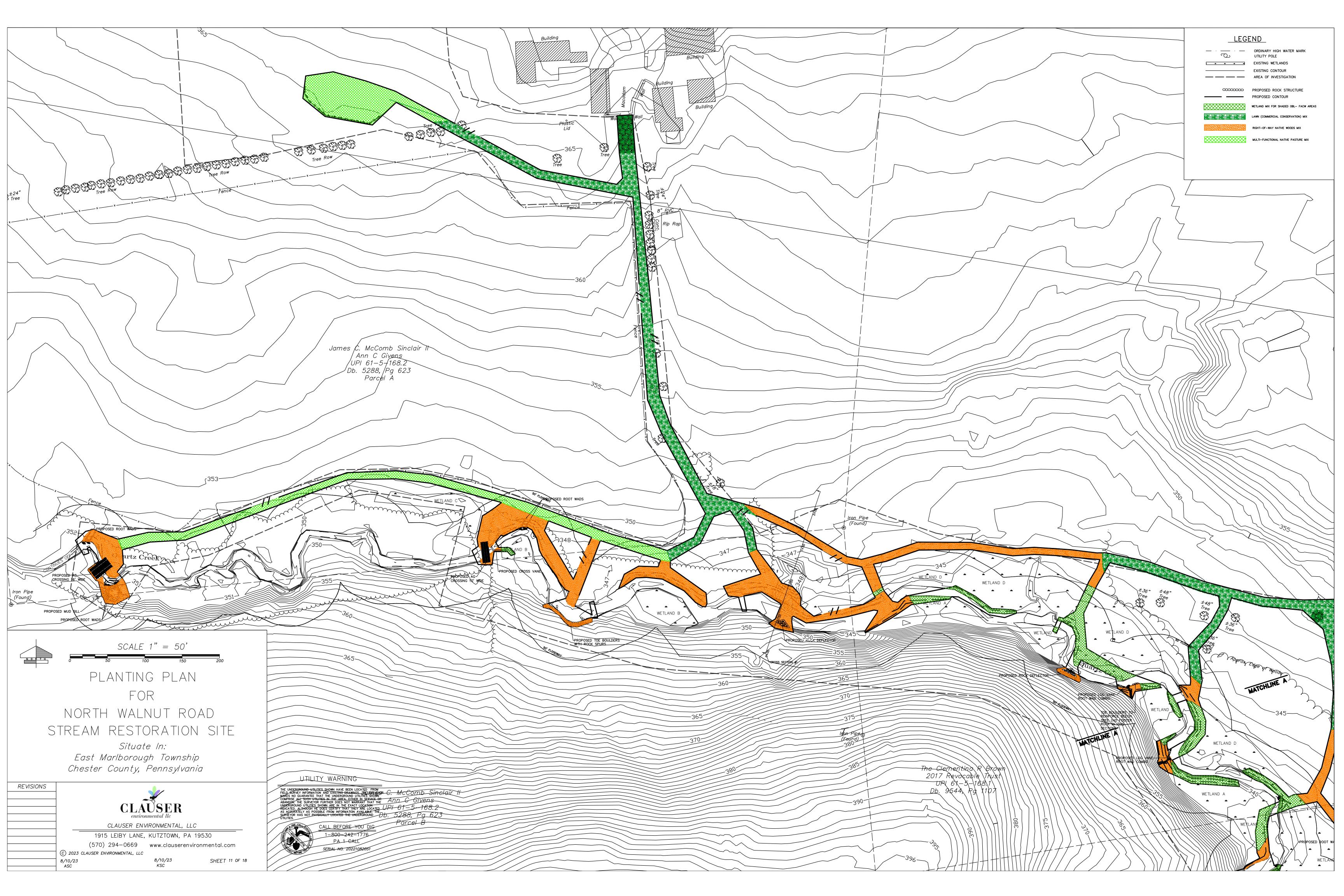


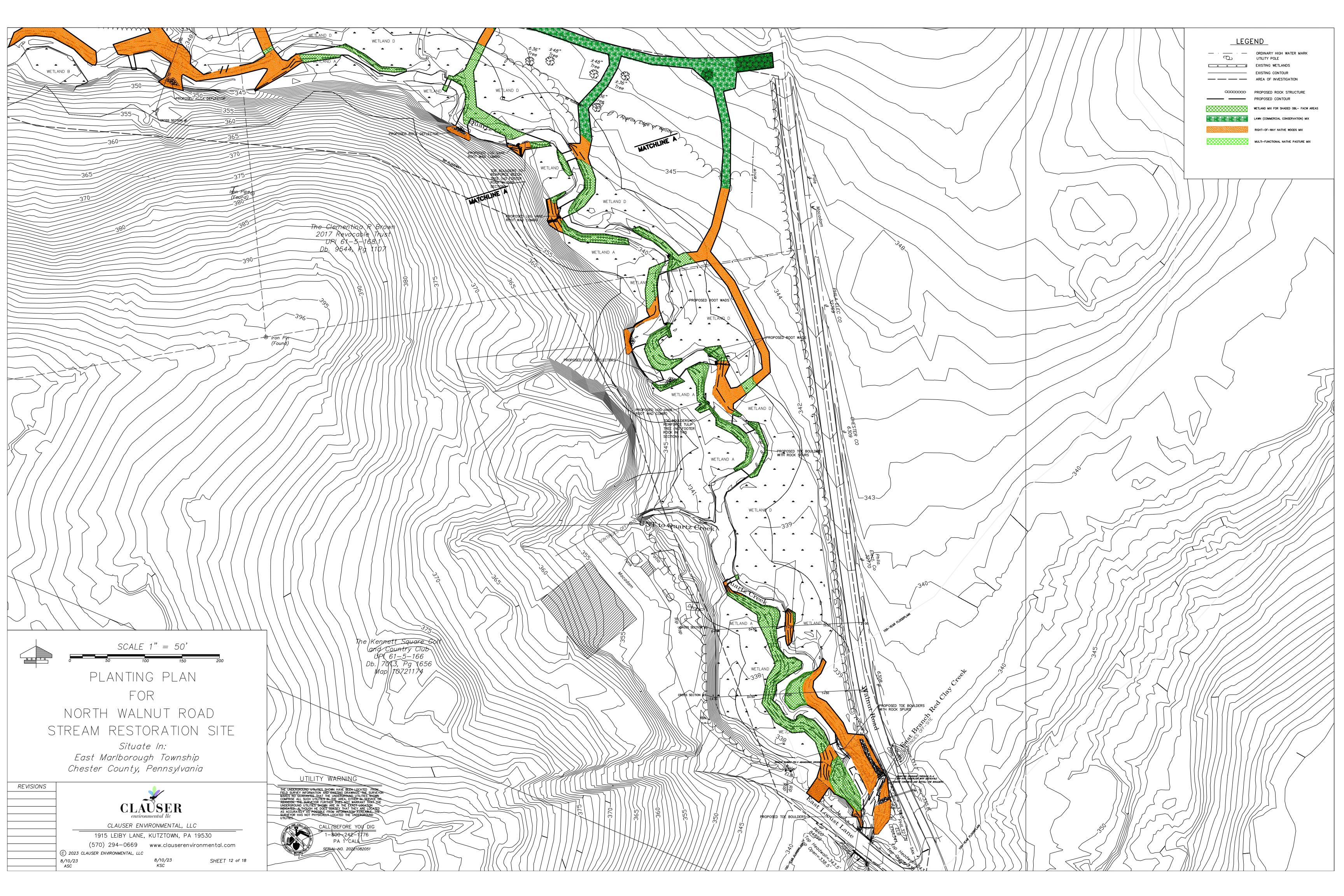




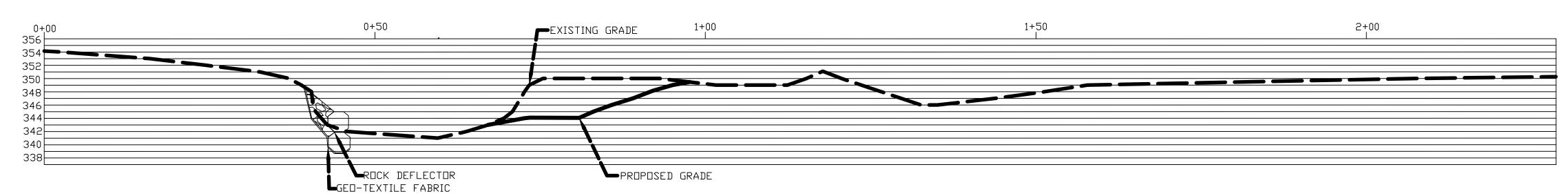




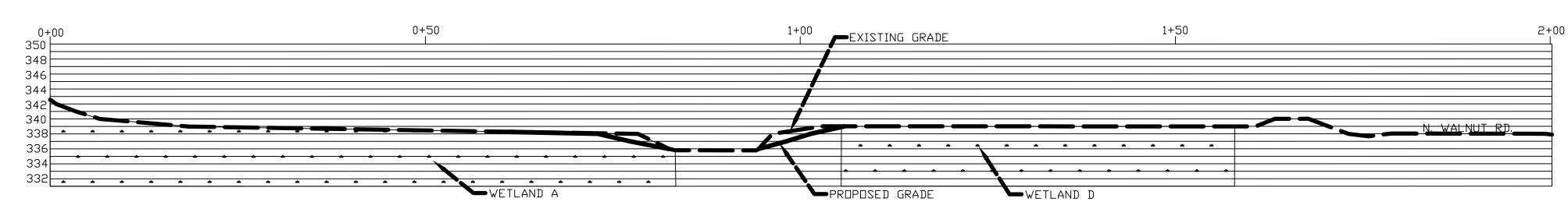




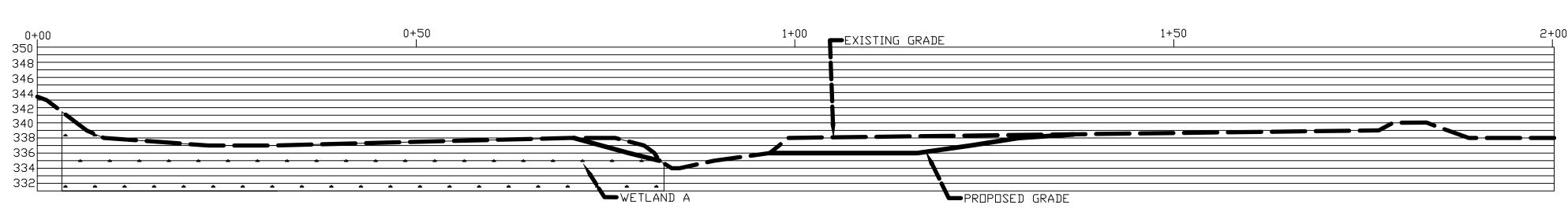
CROSS SECTION #1

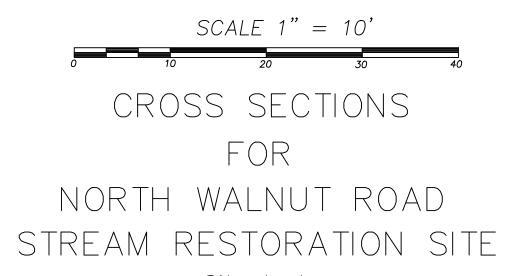


CROSS SECTION #2



CROSS SECTION #3





Situate In: East Marlborough Township Chester County, Pennsylvania

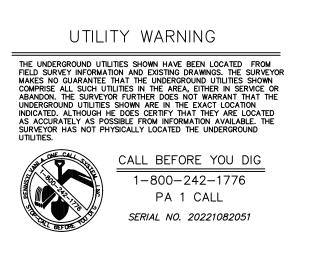
CLAUSER ENVIRONMENTAL, LLC

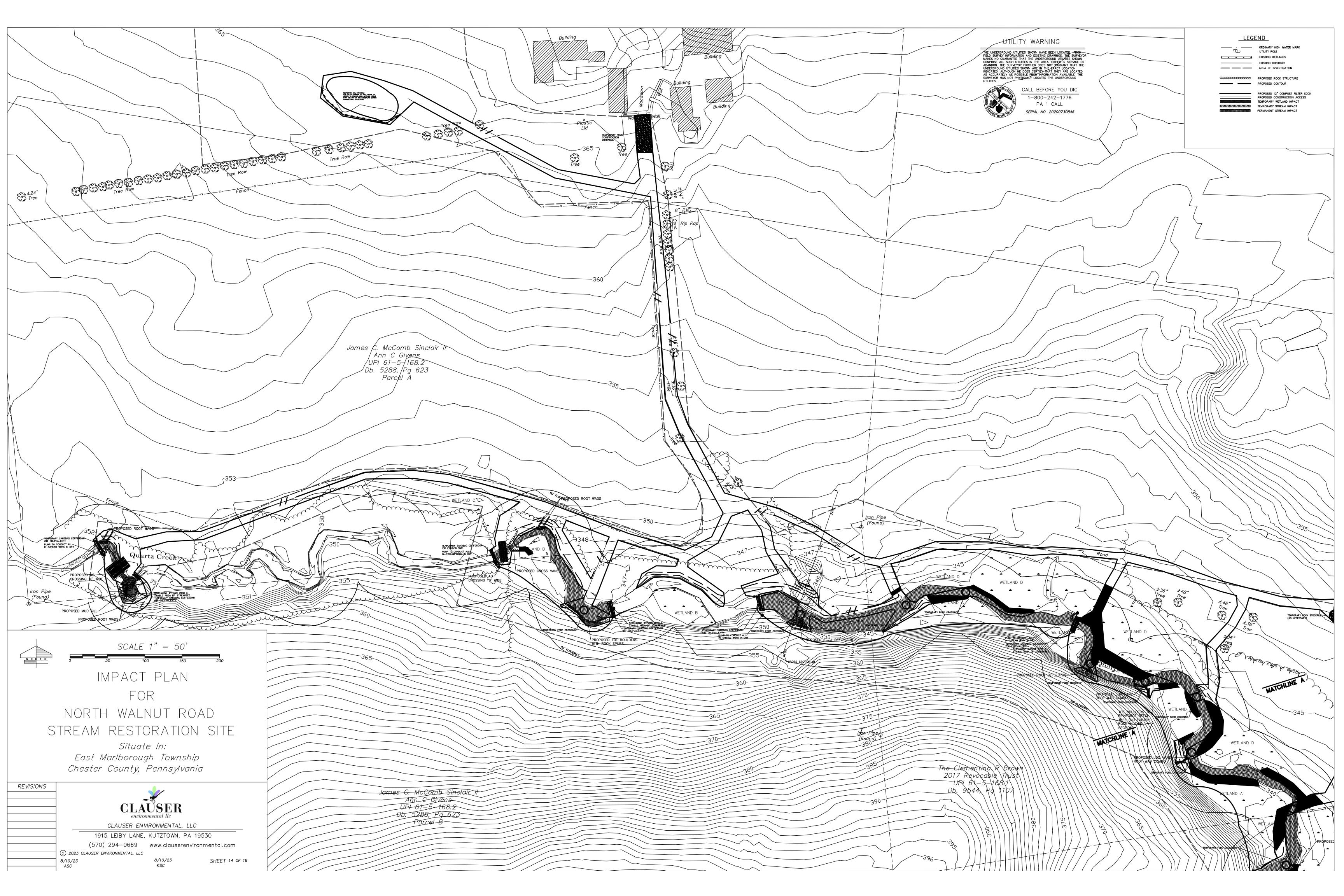
1915 LEIBY LANE, KUTZTOWN, PA 19530

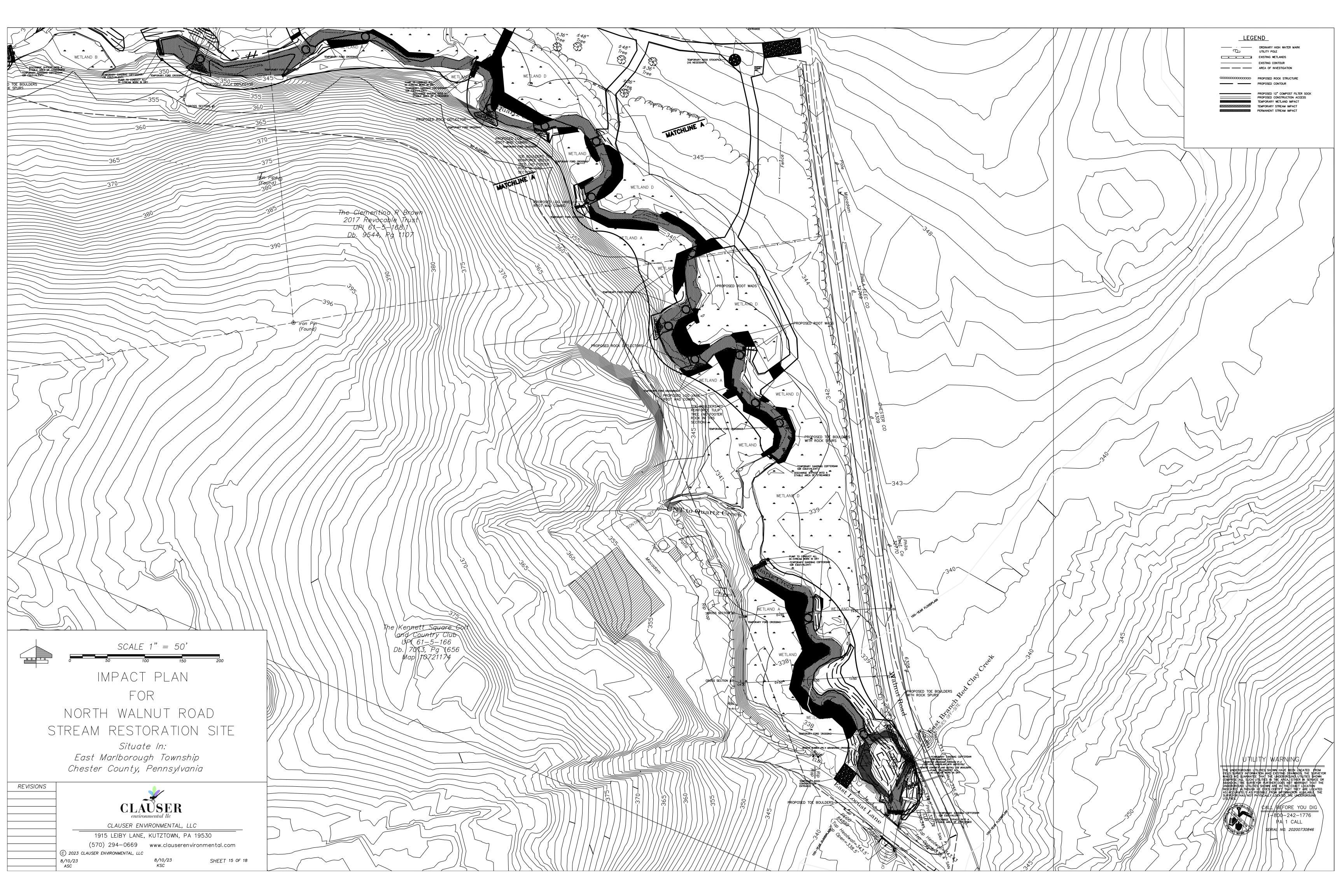
(570) 294–0669 www.clauserenvironmental.com

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8/10/23 SHEET 13 0F 18
ASC SHEET 13 0F 18







CONSTRUCTION SEQUENCE NOTES

THE OPERATOR SHALL ASSURE THAT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN IS PROPERLY AND COMPLETELY IMPLEMENTED.

THE OPERATOR SHALL ASSURE THAT AN EROSION AND SEDIMENT CONTROL PLAN HAS BEEN PREPARED BY THE APPLICANT, SUBMITTED TO AND APPROVED BY THE CHESTER COUNTY CONSERVATION DISTRICT, AND IS BEING IMPLEMENTED AND MAINTAINED FOR ALL SOIL AND/OR ROCK SPOIL AND BORROW AREAS, REGARDLESS OF

BEFORE INITIATING ANY REVISIONS TO THE APPROVED EROSION AND SEDIMENT CONTROL PLAN OR REVISIONS TO OTHER PLANS WHICH MAY AFFECT THE EFFECTIVENESS OF THE APPROVED E&S CONTROL PLAN. THE OPERATOR MUST RECEIVE APPROVAL OF THE REVISIONS FROM THE CHESTER COUNTY CONSERVATION DISTRICT. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED BEFORE ANY FOLLOWING STAGE IS INITIATED. CLEARING AND GRUBBING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE

EROSION AND SEDIMENT BMPS MUST BE CONSTRUCTED. STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THE TRIBUTARY AREAS OF THOSE BMPS.

AT LEAST 7 DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, THE OPERATOR SHALL INVITE ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES, THE LANDOWNER, ALL APPROPRIATE MUNICIPAL OFFICIALS. THE EROSION AND SEDIMENT CONTROL PLAN PREPARER. AND THE CHESTER CONSERVATION DISTRICT TO AN ON-SITE MEETING. ALSO, AT LEAST 3 DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES SHALL NOTIFY THE PENNSYLVANIA ONE CALL SYSTEM INCORPORATED AT 1-800-242-1776 FOR BURIED UTILITIES LOCATIONS.

CONSTRUCTION SEQUENCE

- 1. INSTALL ROCK CONSTRUCTION ENTRANCES AND COMPOST FILTER SOCK AT ALL PROPOSED LOCATIONS. 2. STAKE/FLAG ALL LIMIT OF DISTURBANCE (LOD) LINES FOR THE PROJECT.
- 3. INSTALL THE TEMPORARY FORD CROSSINGS AS SHOWN ON THE PROJECT PLANS BEFORE CROSSING STREAMBEDS.
- 4. WHEN WORKING WITHIN THE STREAM TO INSTALL IN-STREAM STRUCTURES, WORK IN THE DEWATERED STREAMBED THROUGH THE USE OF TEMPORARY COFFERDAMS (OR EQUIVALENT) AND PUMP BYPASS AND IN ACCORDANCE WITH THE SEQUENCE FOR WORKING WITHIN THE STREAM CHANNEL. LOCATIONS OF TEMPORARY COFFERDAMS AND PUMP BY-PASS SETUPS CAN BE DETERMINED 3. BACKFILLED EXCAVATIONS SHALL BE RESTORED TO ORIGINAL TYPE OF COVER AND BY THE CONTRACTOR IN THE FIELD. USE SEDIMENT FILTER BAGS AS NEEDED TO MINIMIZE SEDIMENTATION FROM THE DEWATERED ZONE.
- OF EACH WORKZONE. GRADING OF STREAM BANKS SHOULD OCCUR ONE WORKZONE AT A TIME. IT IS ANTICIPATED THAT GRADING AND STABILIZATION OF THE WORKZONES WILL BE COMPLETED ONE AT A TIME IN ALPHABETICAL ORDER (UPSTREAM TO DOWNSTREAM). BUT, CONSTRUCTION CONDITIONS SHOULD BE TAKEN INTO ACCOUNT TO PROVIDE THE LEAST IMPACT TO THE SITE. IF WEATHER AND CONSTRUCTION CONDITIONS WARRANT, THE ON-SITE INSPECTOR OR CHESTER COUNTY CONSERVATION DISTRICT MAY AUTHORIZE A REQUEST BY THE CONTRACTOR TO BEGIN WORK IN MORE THAN ONE

5. PRE-POSITION MATERIALS ON-SITE FOR EACH WORKZONE SO THAT STABILIZATION MAY OCCUR IMMEDIATELY FOLLOWING GRADING

- WORKZONE AT A TIME. 6. WHEN THE TEMPORARY COFFERDAMS AND PUMP BYPASS IS REMOVED, INSPECT ALL IN-STREAM STRUCTURES FOR FUNCTION.
- 7. AS WORK PROCEEDS, PROGRESSIVELY SEED AND MULCH FRESHLY GRADED AREAS AND REMOVE ANY CONSTRUCTION DEBRIS. ALL STREAMBANKS SHOULD BE COMPACTED SO THAT THE SOIL IS NOT LOOSE BEFORE MATTING. REFER TO THE ATTACHED PLANTING PLAN FOR THE PROPOSED RIPARIAN BUFFER PLANTING AREAS AND THE SEEDING SPECIFICATIONS NOTE ON THIS PAGE. EROSION CONTROL MATTING SHOULD BE INSTALLED IMMEDIATELY FOLLOWING GRADING OF EACH SECTION. THE EROSION CONTROL MATTING SHOULD BE INSTALLED SO THAT THE DOWNSLOPE EDGE IS JUST ABOVE THE NORMAL FLOW LEVEL OF THE STREAM.
- 8. REMOVE THE ROCK CONSTRUCTION ENTRANCES. 9. STABILIZE ALL DISTURBED AREAS WITH SEED, FERTILIZE, LIME, AND MULCH AS REQUIRED.
- 10.WHEN VEGETATION REACHES AT LEAST 70% UNIFORM, PERENNIAL COVER, REMOVE THE COMPOST FILTER SOCK. STABILIZE ANY AREAS DISTURBED DURING REMOVAL OF THE TEMPORARY BMPS.

- CaA CALIFON LOAM, O TO 3 PERCENT SLOPES CaB - CALIFON LOAM, 3 TO 8 PERCENT SLOPES
- CLARKSBURG SILT LOAM. 3 TO 8 PERCENT SLOPES CtB - CONESTOGA SILT LOAM, 3 TO 8 PERCENT SLOPES
- GdC GLADSTONE GRAVELLY LOAM. 8 TO 15 PERCENT SLOPES
- GdD GLANDSTONE GRAVELLY LOAM, 15 TO 25 PERCENT SLOPES
- UrID URBAN LAND- GLADSTONE COMPLEX, 8 TO 25 PERCENT SLOPES

SURVEY INFORMATION

ELEVATIONS AND CONTOURS OF THE STREAM CHANNEL AND RIPARIAN ZONE ARE SHOWN FROM ACTUAL FIELD SURVEY PERFORMED IN MAY OF 2022 BY BRINKASH AND ASSOCIATES, INC. THE FIELD SURVEY WAS MERGED WITH PA LIDAR DATA FOR THE SURROUNDING AREA.

2. PROPERTY LINES SHOWN WERE TAKEN FROM CHESTER COUNTY GIS. THIS PLAN DOES NOT REPRESENT AN ACTUAL BOUNDARY SURVEY.

3. UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND WERE DETERMINED FROM VISIBLE LOCATION, PA ONE CALL UTILITY RESPONSES AND/OR BEST AVAILABLE PLAN INFORMATION.

4. RESIDENTIAL LOT IMPROVEMENTS (DWELLINGS, OUT-BUILDINGS, WELLS & SEPTIC SYSTEMS ARE NOT

5. RESIDENTIAL SERVICE UTILITY LOCATIONS (ELECTRIC, GAS, CABLE & TELEPHONE) ARE PARTIALLY SHOWN BASED ON PLANS PROVIDED BY UTILITY SERVICE PROVIDERS AND MUST BE FIELD VERIFIED.

WETLAND DELINEATION WAS COMPLETED BY CLAUSER ENVIRONEMENTAL, LLC IN FEBRUARY 2023.

ENVIRONMENTAL DUE DILLIGENCE

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

APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL"

LIABILITY NOTE

FAILURE TO CORRECTLY INSTALL SEDIMENT CONTROL FACILITIES OR FAILURE TO PREVENT SEDIMENT LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE OR FAILURE TO TAKE CORRECTIVE ACTIONS TO IMMEDIATELY RESOLVE FAILURES OF SEDIMENT CONTROL FACILITIES MAY RESULT IN ADMINISTRATIVE, CIVIL AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION AS DEFINED IN SECTION 602 OF THE CLEAN STREAMS LAW OF PENNSYLVANIA. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES. UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN MISDEMEANOR CRIMINAL

THIS PLAN IS NOT TO BE CONSTRUED AS AN ENVIRONMENTAL AUDIT/ASSESSMENT PLAN. THIS SURVEY MAKES NO WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED AS TO THE ENVIRONMENTAL CONDITIONS OF THE PREMISES HEREON DESCRIBED I.E., THE DETECTION OF SUBSURFACE CONTAMINANTS AS DEFINED IN

DEFINITION OF CLEAN FILL

PENALTIES FOR EACH VIOLATION.

D.E.P. TITLE 25-PA CODES.

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

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

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

PLAN NOTES

- A. GENERAL EROSION AND SEDIMENT CONTROL GUIDELINES:
- 1. SPOIL MATERIALS ARE NOT TO BE DISPOSED OF IN FLOODPLAINS, FLOODWAYS, OR REGULATED WATERS OF THE COMMONWEALTH AND UNITED STATES INCLUDING RIVERS, LAKES AND WETLANDS.
- 2. ALL DISTURBED SOILS SHOULD BE SEEDED AND/OR PLANTED WITH RIPARIAN VEGETATION IMMEDIATELY AFTER ACHIEVING FINAL GRADE.
- 3. UPON PROJECT COMMENCEMENT, ALL EARTHWORK ASSOCIATED WITH THIS PROJECT, WITH THE EXCEPTION OF ADDITIONAL TREE AND SHRUB PLANTING, SHOULD BE COMPLETED IMMEDIATELY.
- 4. A COPY OF THIS E&S CONTROL PLAN SHALL BE KEPT AVAILABLE FOR INSPECTION ON THE CONSTRUCTION SITE AT ALL TIMES THROUGH THE TERMS OF THE PROJECT
- 5. THE INTENT OF THIS PLAN/NARRATIVE IS TO INDICATE GENERAL MEANS OF COMPLIANCE WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF CHAPTER 102 OF THE PENNSYLVANIA CLEAN STREAMS LAW, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMPLEMENT THESE METHODS PLUS ADDITIONAL METHODS AS MAY BE NECESSARY BECAUSE OF THE CONDITIONS CREATED BY LOCALIZED SITE CONDITIONS, AND/OR CONSTRUCTION PROCEDURES IN ORDER TO ASSURE COMPLIANCE WITH APPLICABLE LAW. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL SEDIMENT AND EROSION CONTROL FACILITIES SO THAT THEY PERFORM AS REQUIRED BY LAW.
- B. GENERAL EROSION AND SEDIMENT CONTROL METHODS/PROCEDURES
- 1. IN ALL CASES, THE SMALLEST PRACTICAL AREA OF STABLE LAND SURFACE SHALL
- 2. ALL RELATED SEDIMENT AND EROSION CONTROL FACILITIES SHALL BE IN PLACE AND CAPABLE OF FUNCTIONING AS INTENDED PRIOR TO EARTHMOVING ACTIVITY.
- GRADE AS PER SPECIFICATIONS. SEEDING SHALL BE DONE ACCORDING TO SCHEDULE FOR PERMANENT SEEDING. TEMPORARY STABILIZATION IS REQUIRED OF ANY AND ALL ERODIBLE/SOLUBLE AREAS AND MATERIALS IMMEDIATELY
- 4. CONSTRUCTION ACCESS INTO UNPAVED AREAS FROM PAVED AREAS OR STREETS (PUBLIC OR PRIVATE) SHALL BE VIA A ROCK CONSTRUCTION ENTRANCE.
- SEDIMENT SPILLED, DROPPED OR TRACKED ONTO PAVED SURFACES SHALL BE REMOVED IMMEDIATELY.
- 6. ALL SLOPES 3:1 OR STEEPER WILL UTILIZE EROSION CONTROL MATTING.
- ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE CONSTRUCTION SEQUENCE. EACH STAGE SHALL BE COMPLETED BEFORE ANY FOLLOWING STAGE IS INITIATED. CLEARING AND GRUBBING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE.
- 8. AT LEAST 7 DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES THE OPERATOR SHALL INVITE ALL CONTRACTORS INVOLVED IN THOSE ACTIVITIES INCLUDING BUT NOT LIMITED TO: THE LANDOWNER AND ALL APPROPRIATE MUNICIPAL OFFICIALS, A REPRESENTATIVE FROM THE CHESTER COUNTY CONSERVATION DISTRICT FOR AN ON SITE PRE-CONSTRUCTION MEETING.
- 9. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION BMP'S MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION BMP'S AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL SITE INSPECTIONS WILL BE DOCUMENTED IN AN INSPECTION LOG KEPT FOR THIS PURPOSE. THE COMPLIANCE ACTIONS AND THE DATE, TIME AND NAME OF THE PERSON CONDUCTING THE INSPECTION. THE INSPECTION LOG WILL BE KEPT ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE DISTRICT UPON REQUEST.
- ALL PREVENTIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND REMATTING, MUST BE PREFORMED IMMEDIATELY. IF EROSION AND SEDIMENTATION BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPS OR MODIFICATIONS OF THOSE INSTALLED WILL BE
- WHERE BMPS ARE FOUND TO FAIL TO ALLEVIATE EROSION OR SEDIMENT POLLUTION THE PERMITTEE OR CO-PERMITTEE SHALL INCLUDE THE FOLLOWING INFORMATION: A. THE LOCATION AND SEVERITY OF THE BMPS FAILURE AND ANY POLLUTION
- B. ALL STEPS TAKEN TO, REDUCE, ELIMINATE AND PREVENT THE RECURRENCE OF THE NON-COMPLIANCE.

C. THE TIME FRAME TO CORRECT THE NON-COMPLIANCE, INCLUDING THE EXACT

DATES WHEN THE ACTIVITY WILL RETURN TO COMPLIANCE. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION ANI SEDIMENT BMPS MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE

BMPS MUST BE STABILIZED IMMEDIATELY.

- 10. BEFORE INITIATING ANY REVISION TO THE APPROVED EROSION AND SEDIMENT CONTROL PLAN OR REVISIONS TO OTHER PLANS WHICH MAY AFFECT THE EFFECTIVENESS OF THE APPROVED E&S CONTROL PLAN. THE OPERATOR MUST RECEIVE APPROVAL OF THE REVISIONS FROM THE CHESTER COUNTY CONSERVATION DISTRICT. THE OPERATOR SHALL ASSURE THAT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN IS PROPERLY AND COMPLETELY IMPLEMENTED. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL
- 11. ALL PUMPING OF SEDIMENT LADEN WATER OR POTENTIALLY SEDIMENT LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP, SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER NON-DISTURBED AREAS.

IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO ELIMINATE POTENTIAL

12. THE CONTRACTOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF THE APPENDIX 64, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBPART C. PROTECTION OF NATURAL RESOURCES, ARTICLE III, WATER RESOURCES, CHAPTER 102. EROSION CONTROL.

FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION.

- 13. THE OPERATOR SHALL REMOVE FROM THE SITE, RECYCLE, OR DISPOSE OF ALL BUILDING MATERIALS AND WASTES IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1 ET SEQ., AND 287.1 ET SEQ. THE CONTRACTOR SHALL NOT ILLEGALLY BURY, DUMP, OR DISCHARGE ANY BUILDING MATERIAL OR WASTES AT THE SITE.
- 14. STOCKPILE HEIGHTS MUST NOT EXCEED 35 FEET. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.
- 15. UPON COMPLETION OR TEMPORARY CESSATION OF THE EARTH DISTURBANCE ACTIVITY, OR ANY STAGE THEREOF, THE PROJECT SITE SHALL BE IMMEDIATELY STABILIZED WITH THE APPROPRIATE TEMPORARY OR PERMANENT STABILIZATION.
- 16. AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE, THE OPERATOR SHALL STABILIZE ANY AREAS DISTURBED BY THE ACTIVITIES. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE SPECIFIED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY VEGETATIVE STABILIZATION SPECIFICATIONS. DISTURBED AREAS WHICH ARE AT FINISHED GRADE OR WHICH WILL NOT BE REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.

STOP-CALL BEFORE YOU DIG! Pennsylvania One Call System, Inc. 1-800-242-1776



WJP Engineers has notified the Pennsylvania One Call System, Inc DESIGN ONE CALL ONLY Serial #20221082051

> USERS OF THIS PLAN ARE HEREBY CAUTIONED THAT THIS ONE CALL NOTICE IS FOR DESIGN PURPOSES ONLY AND THAT PRIOR TO ANY EXCAVATION OR EARTHMOVING ACTIVIES. IT SHALL BE THE CONTRACTOR'S / DEVELOPER'S RESPONSIBILITY TO RECONTACT THE PENNA. ONE CALL SYSTEM FOR UNDERGROUND FACILITY LOCATION AND MARKING.

SEEDING SPECIFICATIONS

A. SEEDING FOR ANY DISTURBED, SHADED, WETLAND AREAS WETLAND MIX FOR SHADED OBL-FACW AREAS (ERNMX-137) LATIN NAME % OF MIX **ELYMUS VIRGINICUS** VIRGINIA WILD RYE CAREX VUI PINOIDEA FOX SEDGE PANICUM RIGIDULUM REDTOP PANICGRASS CAREX LURIDA LURID (SHALLOW) SEDGE CAREX LUPULINA HOP SEDGE CAREX SCOPARIA BLUNT BROOM SEDGE SPARGANIUM AMERICANUM EASTERN BUR REED SPARGANIUM EURYCARPUM GIANT BUR REED JUNCUS FFFUSUS SOFT RUSH FRINGED (NODDING) SEDGE CAREX CRINITA CAREX INTUMESCENS BLADDER (STAR) SEDGE SCIRPUS CYPERINUS WOOLGRASS

MANY LEAVED BULRUSH 1. SEED THIS MIX AT A RATE OF 20 BULK LBS PER ACRE OR ½ LB. PER 1,000 SQ. FT 2. SEED GRAIN RYE (1 SEP TO 30 APR) AT 30 LBS. PER ACRE OR JAPANESE MILLET (1 MAY TO 31 AUG) AT 10 LBS. PER ACRE OR BARNYARD GRASS (1 MAY TO 31 AUG) AT 10 LBS. PER ACRE AS A COMPANION CROP AND FOR EROSION CONTROL.

B. SEEDING FOR ANY DISTURBED LAWN AREAS COMMERCIAL CONSERVATION MIX (ERNMX-113)

SCIRPUS POLYPHYLLUS

F MIX	LATIN NAME	COMMON NAME
25	FESTUCA RUBRA	CREEPING RED FESCUE, "PENNLAWN
25	LOLIUM MULTIFLORUM	ANNUAL RYEGRASS
25	LOLIUM PERENNE	PERENNIAL RYEGRASS, "NOBILITY"
25	LOUILIM DERENNE	PERENNIAL RYECRASS "AMAZING"

C. SEEDING FOR ANY DISTURBED, NON-WETLAND, SHADED AREAS

1.SEED THIS MIX AT A RATE OF 75-150 BULK LBS PER ACRE.

RIGHT-OF-V	<u>NAY NATIVE WOODS MIX W/ANNUAL</u>	<u> RYEGRASS — (ERNMX—132-</u>
% OF MIX	LATIN NAME	COMMON NAME
23	ELYMUS VIRGINICUS	VIRGINIA WILD RYE
20	LOLIUM MULTIFLORUM	ANNUAL RYEGRASS
16	PANICUM VIRGATUM	SWITCH GRASS
13	CHASMANTHIUM LATIFOLIUM	RIVER OATS
11	AGROSTIS PERENNANS	AUTUMN BENTGRASS
11	FESTUCA RUBRA	CREEPING RED FESCUE
5	CHAMAECRISTA FASCICULATA	PARTRIDGE PEA
1	PANICUM RIGIDULUM	REDTOP PANICGRASS

1.SEED THIS MIX AT A RATE OF 30 BULK LBS PER ACRE.

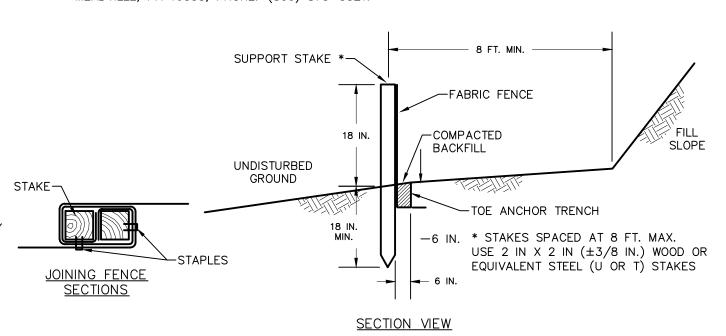
D. SEEDING FOR ANY DISTURBED PASTURE AREAS MULTI-FUNCTIONAL NATIVE PASTURE MIX (ERNMX-124)

<u> v =</u>		STATE TATELLE TO TOTAL MINT (ELITA	
%	OF MIX	LATIN NAME	COMMON NAME
	40	ANDROPOGON GERARDII	BIG BLUESTEM
	15	ELYMUS VIRGINICUS	VIRGINIA WILDRYE
	14.5	PANICUM VIRGATUM	SWITCHGRASS
	10	PANICUM AMARUM	COASTAL PANICGRASS
	10	SORGHASTRUM NUTANS	INDIANGRASS
	3	CHAMAECRISTA FASCICULATA	PARTRIDGE PEA
	2.2	HELIOPSIS HELIANTHOIDES	OXEYE SUNFLOWER
	1.5	DESMODIUM CANADENSE	SHOWY TICKTREFOIL
	1	SILPHIUM PERFOLIATUM	CUP PLANT
	0.5	ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER
	0.5	DESMODIUM PANICULATUM	PANICLEDLEAF TICKTREFOIL
	0.5	MONARDA FISTULOSA	WILD BERGAMOT
	0.5	SENNA HEBECARPA	WILD SENNA
	0.5	SENNA MARILANDICA	MARYLAND SENNA
	0.3	PYCNANTHEMUM TENUIFOLIUM	NARROWLEAF MOUNTAINMINT

1.SEED THIS MIX AT A RATE OF 10 LBS. PLS PER ACRE. 2. SEED GRAIN OATS (1 JAN TO 31JUL) OR GRAIN RYE (1 AUG TO 31 DEC) AS A COMPANION CROP AND FOR EROSION CONTROL AT 30 LBS PER ACRE.

E. MULCH APPLICATION 1. HAY OR STRAW AT 3 TONS PER ACRE OR 140 LBS PER 1,000 SQ.FT.

1. SEED MIXES ARE AVAILABLE FROM ERNST CONSERVATION SEEDS, 9006 MERCER PIKE, MEADVILLE, PA 16335, PHONE: (800) 873-3321.



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

CONTROL MANUAL.

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

SILT FENCE SHALL BE PLACED AT LEVEL EXISTING GRADE. BOTH ENDS OF THE FENCE SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT. SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH HALF THE ABOVE GROUND HEIGHT OF THE

ANY SECTION OF SILT FENCE WHICH HAS BEEN UNDERMINED OR TOPPED SHALL BE IMMEDIATELY

REPLACED WITH A ROCK FILTER OUTLET (STANDARD CONSTRUCTION DETAIL # 4-6). FENCE SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN TRIBUTARY AREA IS PERMANENTLY

STANDARD CONSTRUCTION DETAIL #4-7 STANDARD SILT FENCE (18" HIGH)

NOT TO SCALE

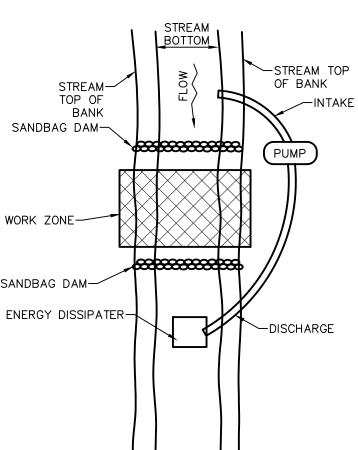
2 BAG MIN. HEIGHT ABOVE NORMAL BASE FLOW

STACKED SANDBAGS OPTION

NOT TO SCALE

NORMAL STREAM FL

IMPERVIOUS MEMBRANE-



FROM THE TOP OF STREAMBANK.

WHERE IT IS NOT POSSIBLE TO WORK FROM THE TOP OF BANK, A TEMPORARY CROSSING OR CAUSEWAY MAY BE USED TO PROVIDE A WORKING PAD FOR ANY EQUIPMENT IN THE STREAM CHANNEL.

SEQUENCE FOR WORKING WITHIN THE STREAM CHANNEL: 1. INSTALL SANDBAG DAM AT THE UPSTREAM END OF THE

2. PUMP WATER AROUND THE PROPOSED WORKZONE. THE DISCHARGE SHALL BE LOCATED IN A STABLE AREA OF THE STREAMBED AND AN ENERGY DISSIPATER MUST BE INSTALLED. 3. INSTALL THE DOWNSTREAM SANDBAG DAM AS NEEDED TO MINIMIZE BACK FLOW INTO THE WORKZONE.

4. DEWATER THE WORKZONE AS NEEDED WITH A PUMPED WATER FILTER BAG PER DETAIL. 5. COMPLETE WORK FROM THE TOP OF BANK WHEREVER POSSIBLE.

6. ALL EXCAVATED CHANNEL MATERIALS SHALL BE PLACED OUTSIDE OF THE FLOODWAY/FLOODPLAIN OR ANY WETLAND AREAS AND IMMEDIATELY REMOVED TO A DISPOSAL SITE HAVING AN E&S

7. AT THE END OF EACH WORKING DAY, THE CHANNEL STREAMBANKS, AND SURROUNDING AREAS WILL BE STABILIZED AND THE PUMPS WILL BE TURNED OFF. ANY DEFICIENCIES OBSERVED IN THE FUNCTION OF THE INSTALLED STRUCTURES SHALL BE

8. UPON COMPLETION, ALL SANBAG DAMS, CROSSINGS, CAUSEWAYS, AND CHANNEL ENTRANCES SHALL BE REMOVED/RESTORED TO PRE-CONSTRUCTION CONDITIONS OR THE TYPICAL BANKFULL STREAM CHANNEL SIZING DETAIL (IF PREVIOUSLY UNSTABLE).

GRUBBING SHALL NOT TAKE PLACE WITHIN 50 FEET OF TOP-OF-BANK UNTIL ALL MATERIALS REQUIRED

MOUNTABLE

TO COMPLETE WORK WITHIN THE STREAM CHANNEL ARE ON SITE AND READY FOR INSTALLATION. BYPASS PUMP INTAKE SHALL BE MAINTAINED A SUFFICIENT DISTANCE FROM THE BOTTOM TO PREVENT PUMPING OF CHANNEL BOTTOM MATERIALS.

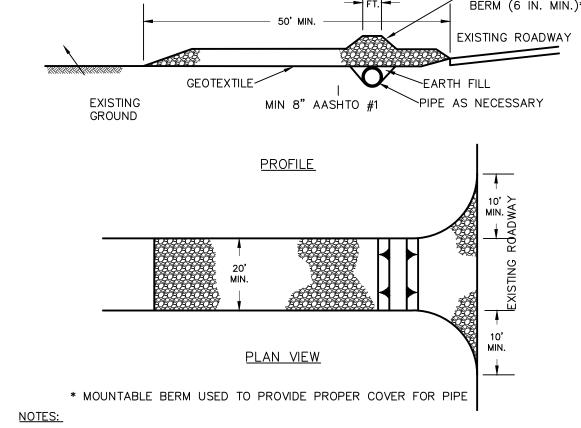
WATER ACCUMULATING WITHIN THE WORK AREA SHALL BE PUMPED TO A PUMPED WATER FILTER BAG OR SEDIMENT TRAP PRIOR TO DISCHARGING INTO ANY SURFACE WATER. HAZARDOUS OR POLLUTANT MATERIAL STORAGE AREAS SHALL BE LOCATED AT LEAST 100 FEET BACK

ALL EXCESS EXCAVATED MATERIAL SHALL BE IMMEDIATELY REMOVED FROM THE STREAM CROSSING AREA. ALL DISTURBED AREAS WITHIN 50 FEET OF TOP-OF-BANK SHALL BE BLANKETED OR MATTED WITHIN 24 HOURS OF INITIAL DISTURBANCE FOR MINOR STREAMS OR 48 HOURS OF INITIAL DISTURBANCE FOR MAJOR STREAMS UNLESS OTHERWISE AUTHORIZED.

APPROPRIATE STREAMBANK PROTECTION SHALL BE PROVIDED WITHIN THE CHANNEL.

WORKING WITHIN THE STREAM CHANNEL WITH PUMP BYPASS TYPICAL DETAIL

NOT TO SCALE



REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.

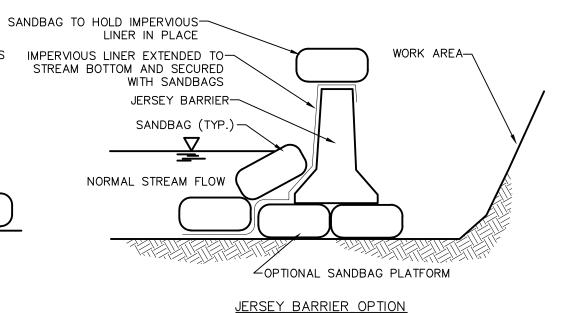
RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.

MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.

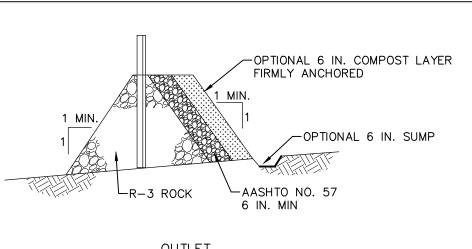
MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

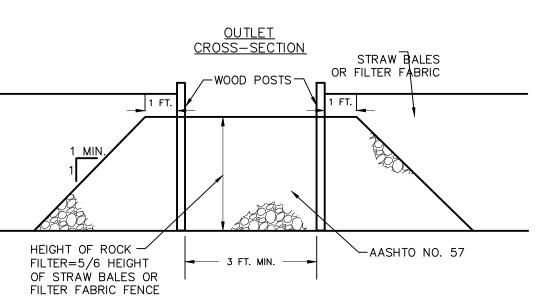
STANDARD CONSTRUCTION DETAIL #3-1 **ROCK CONSTRUCTION ENTRANCE**

NOT TO SCALE



STANDARD CONSTRUCTION DETAIL #3-15 SANDBAG DIVERSION DAM OR COFFERDAM



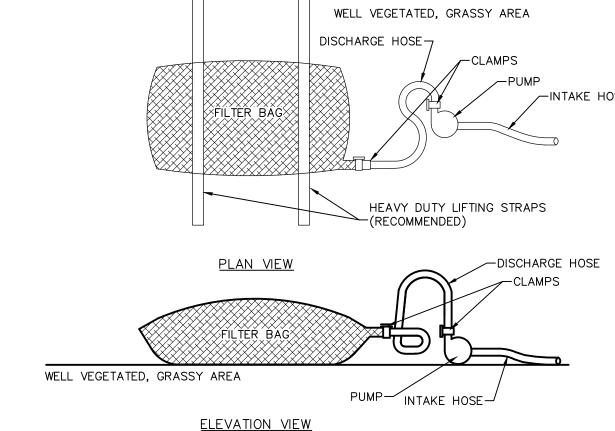


UP-SLOPE FACE

A ROCK FILTER OUTLET SHALL BE INSTALLED WHERE FAILURE OF A SILT FENCE OR STRAW BALE BARRIER HAS OCCURRED DUE TO CONCENTRATED FLOW. ANCHORED COMPOST LAYER SHALL BE USED ON UPSLOPE FACE IN HQ AND EV WATERSHEDS.

SEDIMENT SHALL BE REMOVED WHEN ACCUMULATIONS REACH 1/3 THE HEIGHT OF THE OUTLET.

STANDARD CONSTRUCTION DETAIL #4-6 ROCK FILTER OUTLET NOT TO SCALE



NOTES:

LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENGTH, DOUBLE STITCHED "J" TYPE SEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MICRONS. HIGH VOLUME FILTER BAGS SHALL BE MADE FROM WOVEN GEOTEXTILES THAT MEET THE FOLLOWING STANDARDS:

PROPERTY	TEST METHOD	MINIMUM STANDARD
AVG. WIDE WIDTH STRENGTH	ASTM D-4884	60 LB/IN
GRAB TENSILE	ASTM D-4632	205 LB
PUNCTURE	ASTM D-4833	110 LB
MULLEN BURST	ASTM D-3786	350 PSI
UV RESISTANCE	ASTM D-4355	70%
AOS % RETAINED	ASTM D-4751	80 SIEVE

A SUITABLE MEANS OF ACCESSING THE BAG WITH MACHINERY REQUIRED FOR DISPOSAL PURPOSES SHALL BE PROVIDED. FILTER BAGS SHALL BE REPLACED WHEN THEY BECOME 1/2 FULL OF SEDIMENT SPARE BAGS SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE FILLED. BAGS SHALL BE PLACED ON STRAPS TO FACILITATE REMOVAL UNLESS BAGS COME WITH LIFTING STRAPS ALREADY ATTACHED.

BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS. WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE UNDERLAYMENT AND FLOW PATH SHALL BE PROVIDED. BAGS MAY BE PLACED ON FILTER STONE TO INCREASE DISCHARGE CAPACITY. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5%. FOR SLOPES EXCEEDING 5%, CLEAN ROCK OR OTHER NON-ERODIBLE AND NON-POLLUTING MATERIAL MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE STEEPNESS.

NO DOWNSLOPE SEDIMENT BARRIER IS REQUIRED FOR MOST INSTALLATIONS. COMPOST BERM OR COMPOST FILTER SOCK SHALL BE INSTALLED BELOW BAGS LOCATED IN HQ OR EV WATERSHEDS, WITHIN 50 FEET OF ANY RECEIVING SURFACE WATER OR WHERE GRASSY AREA IS NOT AVAILABLE. THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS RECOMMENDED FOR THIS PURPOSE. THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.

FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE

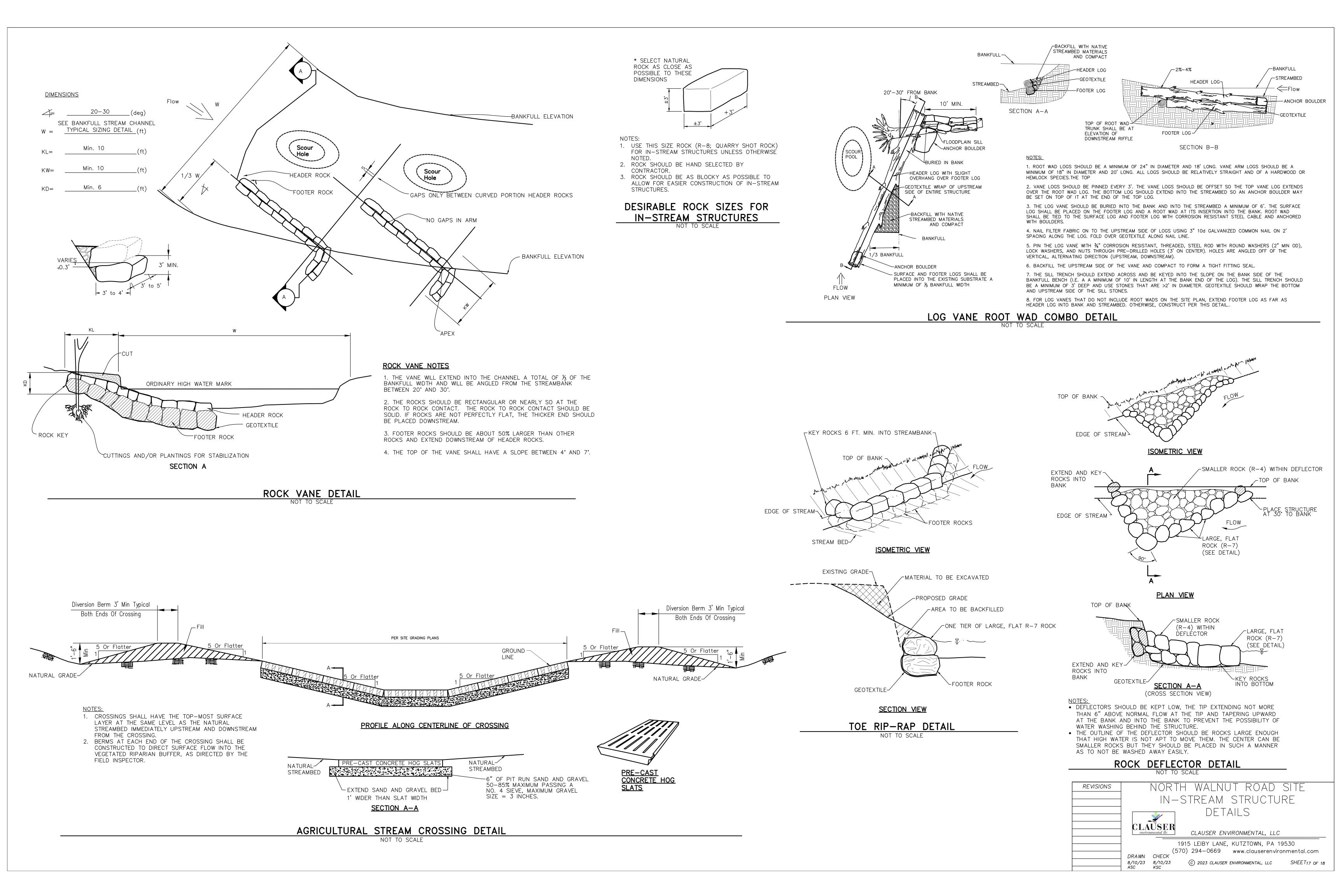
IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.

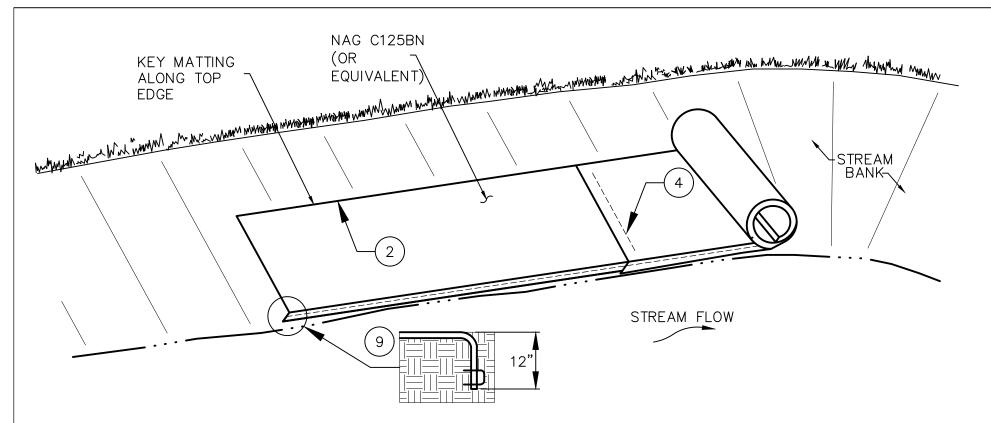
STANDARD CONSTRUCTION DETAIL #3-16 PUMPED WATER FILTER BAG

REVISIONS NORTH WALNUT ROAD SITE EROSION AND SEDIMENT CONTROL DETAILS CLAUSER CLAUSER ENVIRONMENTAL, LLC

1915 LEIBY LANE, KUTZTOWN, PA 19530 (570) 294-0669 www.clauserenvironmental.com

DRAWN CHECK 8/10/23 ASC 8/10/23 (C) 2023 CLAUSER ENVIRONMENTAL, LLC SHEET16 OF 18





- 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
- 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"

1. PREPARE SOIL BEFORE INSTALLING BLANKETS,

- WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. 3. ROLL CENTER BLANKET IN DIRECTION OF WATER
- FLOW HORIZONTALLY ACROSS SHORELINE 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.

R-4 ROCK FILL MIXED WITH NATIVE SOILS

SILL LOGS TRENCHED -

STREAMBANK (TYP.)

WING WALL-

R-7 RIP-RAP-

6 FEET INTO

6. BLANKETS ON SIDE SLOPES MUST BE OVERLAPPED 4" OVER THE CENTER BLANKET AND STAPLED

STAPLING SPECIFICATIONS:

TERMINAL END

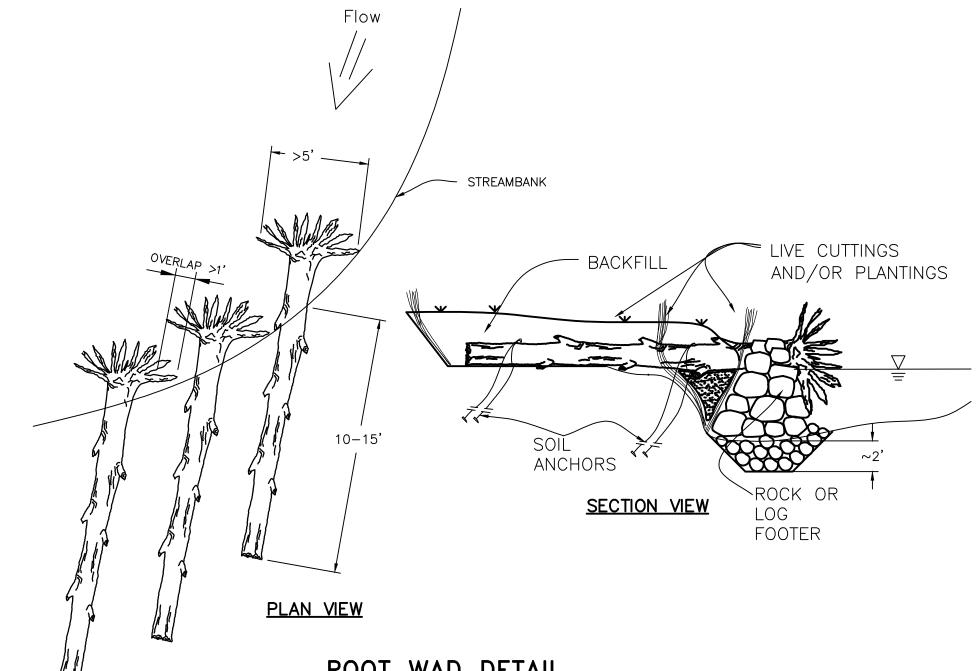
- 7. IN HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A ROW OF STAPLES 4" APART OVER ENTIRE WIDTH OF CHANNEL. PLACE A SECOND ROW 4" BELOW THE FIRST ROW IN A STAGGERED PATTERN.
- R THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED IN A 6" DEEP x 6" 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.

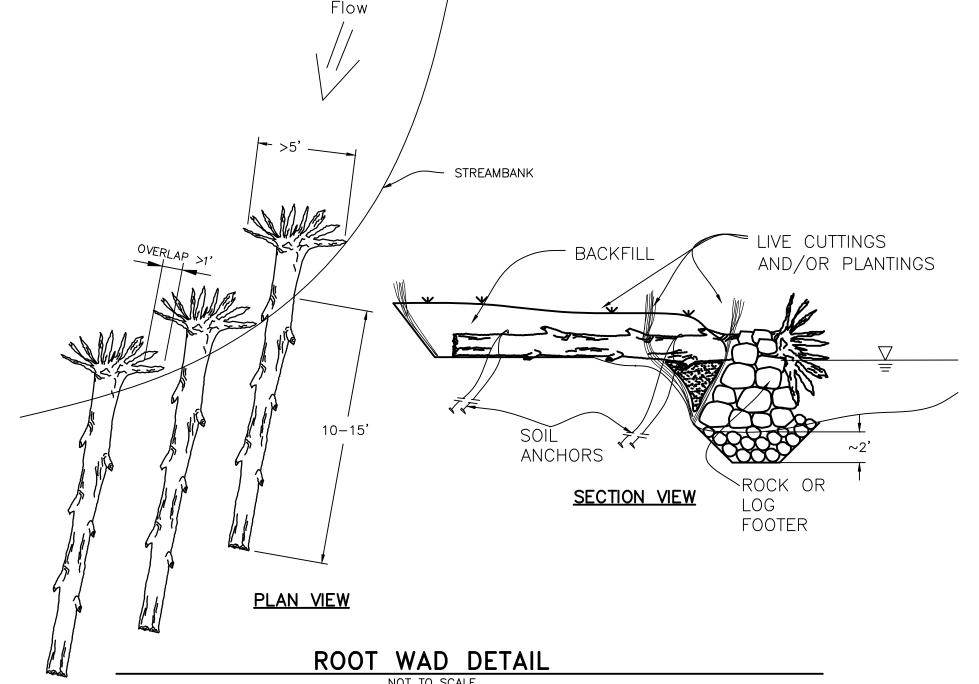
EROSION CONTROL MATTING DETAIL

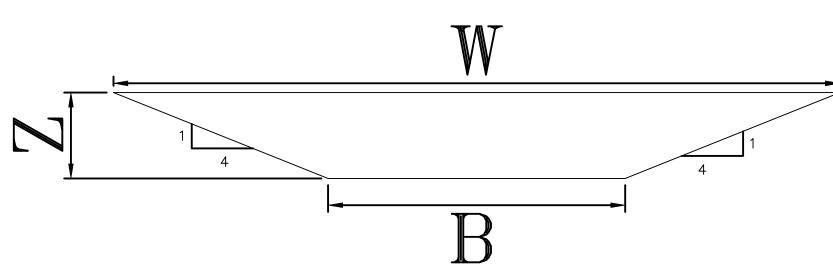
FLOORING (2 INCH OAK PLANKS)

-SILL LOGS

~R−7 RIP−RAP







NORTH WALNUT ROAD SITE			
LOCATION	W (ft)	Z (ft)	B (ft)
QUARTZ CREEK	28	2.5	8

BANKFULL STREAM CHANNEL TYPICAL SIZING DETAIL

NOT TO SCALE



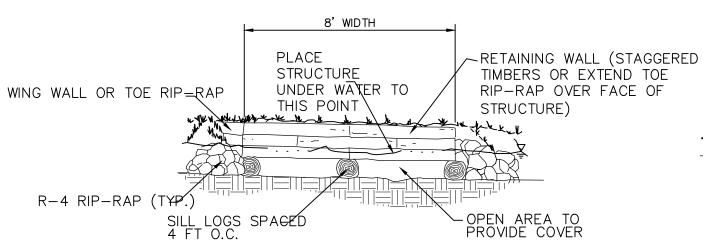
PLAN VIEW

RETAINING WALL-

(STAGGERED

TIMBERS OR

LARGER ROCK)



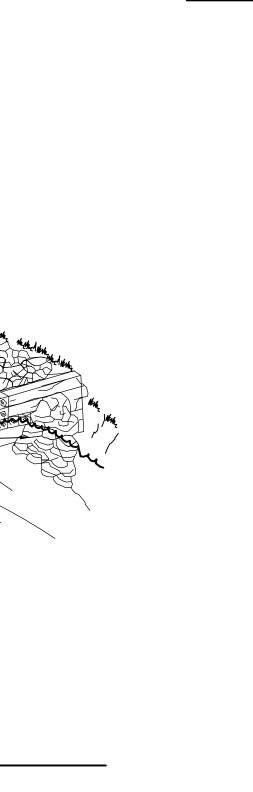
PROFILE VIEW

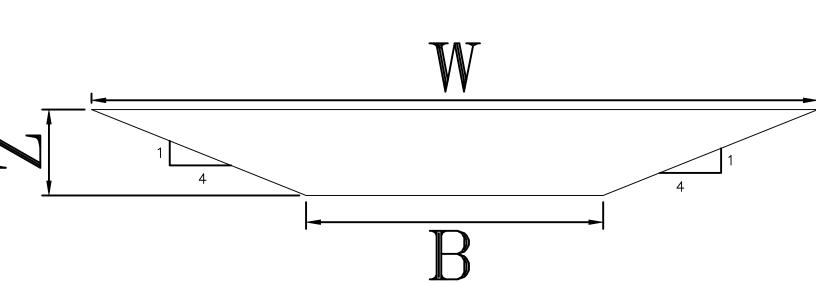
-R-4 ROCK FILL MIXED WITH NATIVE SOILS RETAINING WALL (STAGGERED TIMBERS OR EXTEND TOE RIP-RAP-FLOORING (2 INCH OAK PLANKS) SHOULD BE UNDERWATER DURING NORMAL FLOW CONDITIONS ISOMETRIC VIEW OVER FACE OF STRUCTURE) SILL LOGS TRENCHED 6 REBAR(IF USING TIMBERS FOR FACE) FEET INTO STREAMBANK

-48-60 INCH REBAR PLACE STRUCTURE -UNDER WATER TO THIS POINT SECTION VIEW

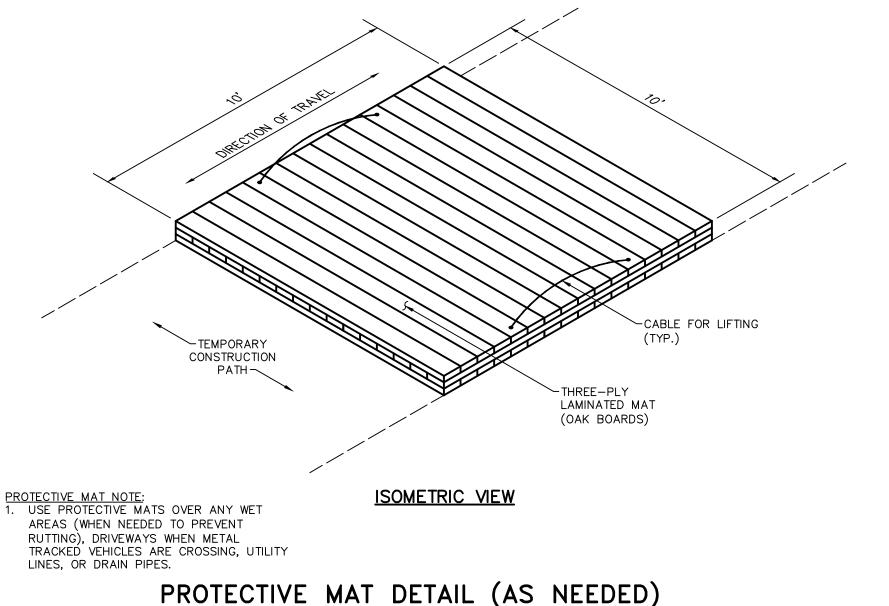
MUD-SILL DETAIL

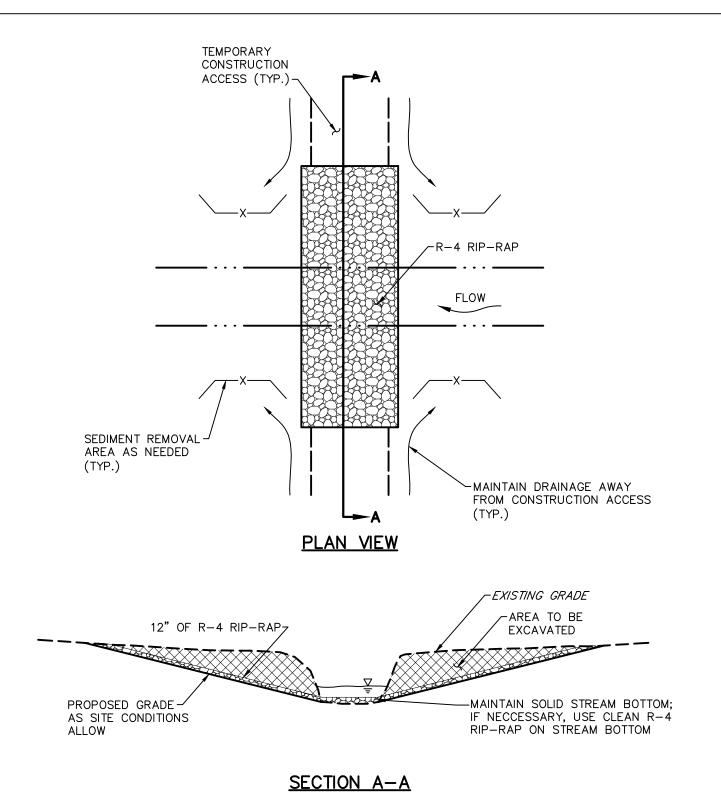
WING WALL OR TOE RIP-RAP



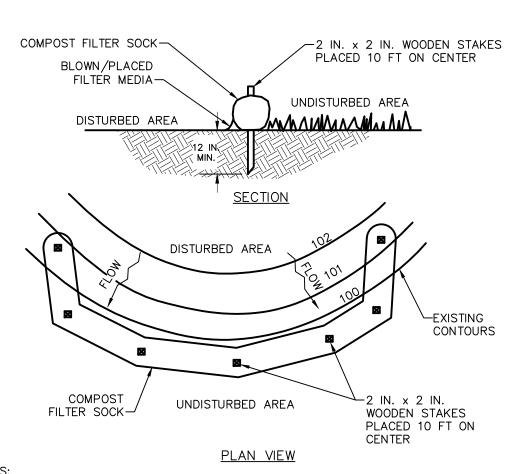


NORTH WALNUT ROAD SITE			
LOCATION	W (ft)	Z (ft)	B (ft)
QUARTZ CREEK	28	2.5	8





TEMPORARY CONSTRUCTION FORD CROSSING DETAIL



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.

DRAWN CHECK

8/10/23 KSC

8/10/23 ASC

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

BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S

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

NORTH WALNUT ROAD SITE REVISIONS STABILIZATION DETAILS CLAUSER CLAUSER ENVIRONMENTAL, LLC 1915 LEIBY LANE, KUTZTOWN, PA 19530 (570) 294-0669 www.clauserenvironmental.com

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