

**INVITATION TO BID BRC #1 -2020**

FOR  
**Anson B. Nixon Park Stream Restoration Phase 1**

**FOR**  
BRANDYWINE RED CLAY ALLIANCE WITH FUNDING THROUGH  
THE NATIONAL FISH AND WILDLIFE FOUNDATION

BID PACKAGE TO BE SUBMITTED TO:

BRANDYWINE RED CLAY ALLIANCE  
1760 Unionville-Wawaset Road  
West Chester, PA 19382

**BY 10:00 AM February 21, 2020 (IN OFFICE)**  
**Bid Opening will be 10:05 AM February 21, 2020 (IN OFFICE)**

BIDDER'S COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

EMAIL \_\_\_\_\_

BID \_\_\_\_\_

January 15, 2020

Dear Contractor:

Thank you for your interest in the opportunity to bid on the Anson B. Nixon Park Stream Restoration Phase 1 project.

The Brandywine Red Clay Alliance (BRC) is accepting bids for this National Fish and Wildlife Foundation funded project.

Contractors must have and include in the package a demonstrated experience in knowledge and construction of successful\* stream restoration installation. All contractors are required to address all conditions of 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 January 15, 2020. The bid package is on the Brandywine Red Clay Alliance website [www.brandywineredclay.org](http://www.brandywineredclay.org). You may download the bid package from the website.
- If you are a person with a disability and wish to attend the bid opening and require an auxiliary aid, service or accommodation to observe or participate in the proceedings, please contact the BRC to discuss how we may accommodate your needs.
- The Brandywine Red Clay Alliance reserves the right to waive technicalities and to reject any or all bids or items therein, in the best interest of BRC.

James Jordan, Jr.  
Executive Director

- *Successful is defined as intact, structural stability for at least 3 years without degradation due to typical, natural events (1-2" inch rainfall as an example).*

## GENERAL TERMS AND CONDITIONS:

### **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.**

All Bidders must adhere to the grant requirements of the National Fish and Wildlife Foundation (NFWF).

All Bidders must be prepared to present suitable evidence of their financial standing, and to furnish a list of similar work recently completed.

The Bidder is requested to carefully examine the site where the services are requested, the work proposed, this Invitation to Bid package, 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.

No verbal instructions or information to Bidders will be binding. This Invitation to Bid 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 BRC, these inquiries will be answered in the form of Addenda to this Invitation to Bid. Last Day for Submission of Questions is February 13, 2020 by 5:00 PM. Any addenda will be sent via email to the email address provided by the contractor at the mandatory pre-bid meeting on February 5, 2020 at 9:00 AM. These Addenda shall then be considered a part of this Invitation to Bid.

Bids will be considered as conclusive evidence of complete examination of this Invitation to Bid.

Each bid must be enclosed in a sealed envelope, clearly marked on the outside: "Bid on the Anson B. Nixon Park Stream Restoration Phase 1 project" and delivered to Brandywine Red Clay Alliance, 1760 Unionville-Wawaset Road, West Chester, PA 19382.

BRC reserves the right to reject any or all bids or parts thereof or to waive technicalities, as deemed to be in the best interest of BRC.

Any Bidder who has demonstrated unsatisfactory performance during any agreement with BRC and/or is under enforcement through the PA Department of Environmental Protection (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.

It is understood that parties making bids accept the terms and conditions expressed and contained in this Invitation to Bid. The failure to comply with any of the conditions may result in the rejection of the bid or the immediate termination of any agreement which may have been awarded.

The successful Bidder will be required to execute a written agreement with BRC within ten (10) work days after notice of acceptance of the bid.

This Invitation to Bid 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 Invitation to Bid.

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.

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 Invitation to Bid 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.

No change orders, extras, or additional work will be allowed or paid for unless such extras or additional work are ordered in writing by BRC.

The Contractor shall indemnify, defend, and hold harmless the BRC, its officers, or consultants and employees from all suits, actions or claims of any character, name and description, including attorney's fees and costs, brought for or on account of any injuries or damages received or sustained, including wrongful death by any person or persons including but not limited to employees and other person on the site or off the site if related to their work and/or this Agreement; or for injury or damage to property or other living things in which property rights by law exist, by or from the said Contractor, or by or in consequence of any neglect in safeguarding the work, or through defective workmanship or the use of defective materials or by, or on account of any act, omission, neglect, or misconduct of the said materials or by, or on account of any act, omission, neglect, or misconduct of the said Contractor; or for any claims or amounts arising for recovered under the Workmen's Compensation Law or any other law, by-law, ordinance, order or decree. So much of the due Contractor under or by virtue of his agreement as shall be considered necessary by BRC may be retained for the use of BRC, or in case insufficient money is due, his surety shall be held until each suit or suits, action or actions, claim or claims, for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to BRC. 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) [77 P.S.@481 (b)] of said Act.

The Contractor accepts, in so far as the work covered by any such contract is concerned, the provisions of the Workers' Compensation Act and any reenactments, supplements or amendments thereto.

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.

The Contractor shall take all necessary precautions to properly safeguard the properties under this Agreement 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.

The Contractor shall not transfer, sublet, or subcontract any portion of the work covered by these specifications without prior written consent of BRC.

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.

The Contractor shall prosecute the work with sufficient workmen and equipment to insure the completion within the time stipulated.

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.

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.

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.

Bidders shall understand that when materials or supplies have been delivered to the job premises, which materials or supplies do not comply with this Invitation to Bid 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 Invitation to Bid at no additional expense to BRC.

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.

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.

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.

BRC shall be the sole judge as to whether any equivalent item offered is considered equal.

It shall be understood and agreed by the Bidder that the quantities/frequencies of events listed in this Invitation to Bid 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 Invitation to Bid below.

BRC shall have the right without invalidating the Agreement to order extra work or to make changes by altering, adding to, or deducting from the work as specified in the Agreement. 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.

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.

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.

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.

Qualifications, conditions or restrictions, such as "all or none", may result in rejection of bid.

Where an error is made in computing unit price to total price, the unit price quoted shall govern.

A bid which is incomplete, illegible, obscure, conditioned, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, may be rejected. A bid which is not accompanied by the required security or is unsigned shall be rejected.

A Bid Bond is not required; however, a Payment and Performance bond (100%) is required for the bid.

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.

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.

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.

Non-Discrimination: The Contractor agrees to comply with all applicable State and Federal laws, regulations, procedures and orders with protect the civil rights of employees, job applicants and recipients of service.

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 and 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.

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.

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.

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.

This Agreement 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 which affect this transaction in any regard.

The Contractor, its employees, agents, servants and any subcontractors of Contractor are independent contractors under this Agreement and are not deemed to be employees, agents or servants of BRC in any manner or for any purpose whatsoever.

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 Invitation to Bid in the manner and quality as specified herein.

If the contractor fails or refuses to begin work within the time required in this Invitation to Bid 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 Agreement, 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 annul their Agreement 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 Agreement 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.

Neither by the taking over of the work by BRC, nor by the annulment of the Agreement shall BRC forfeit the right to recover damages from the Contractor or his surety for failure to complete this Agreement.

Bidder or Contractor, as the case may be, certifies that to the best of his knowledge, no Authority official or employee has a vested interest, financial or otherwise, in this Agreement. Bidder or Contractor agrees to comply in all respects with the Public Official and Employee Ethics Act (65 P.S. Section 1101 et seq.). Bidder or Contractor will inform Authority 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 Agreement 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.

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 Agreement.

The Contractor shall accept the compensation as provided in the Agreement in full payment for furnishing all bonds, materials, labor, tools, equipment, transportation, etc., and for performing all work under the Agreement, and for all loss or damage arising from the work, until its final acceptance by BRC.

No extra or additional work will be allowed or paid for unless ordered in writing by BRC.

Contractor agrees to maintain records relating to the performance of the work under this Contract as may be required by the funders; the National Fish and Wildlife Foundation (NFWF) or BRC. Such records shall be open for inspection to PADEP, NFWF and BRC and to such agents of BRC as are designated during reasonable business hours.

BRC reserves the right to let additional contractors work at the site. This Contractor shall coordinate the execution of his work with theirs and should this 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.

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.

The terms "Bidder" and "Contractor" are, from time to time, used interchangeably, as the context requires.

## **Anson B. Nixon Park Stream Restoration Phase 1**

### **Important Dates**

Bid Packages Available: January 15, 2020

Mandatory Site Showing: February 5, 2020, 9:00AM. Meet at project site (see attached map).

Last Day for Submission of Questions: February 13, 2020 by 5:00 PM

Submission of bids: 10:00AM on February 21, 2020

Bid Opening: 10:05 AM on February 21, 2020

Notification of Successful bidder: By February 28, 2020

Start Work: By March 13, 2020 (place one-call and agency notifications before starting work)

All Construction Completed: By June 30, 2020

## **SPECIAL CONDITIONS:**

**Description:** The Brandywine Red Clay Alliance (BRC) is accepting bids for the Anson B. Nixon Park Stream Restoration Phase 1 Project. The project area is located on public property in Kennett Township and the Borough of Kennett Square, Chester County, Pennsylvania. Work will involve streambank grading and stabilization, in-stream structures, and erosion and sediment control measures per the attached project plans and guidelines to be given at the mandatory site showing. **Bids submitted here are to include Phase 1 only. Please see the attached construction phase map and design documents. Phase 1 includes all work in Workzones C, D, and E of the approved erosion and sediment control plans (see attached construction phase mapping).**

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, flood plain 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 a Pennsylvania Department of Environmental Protection (PADEP) and United States Army Corps of Engineers (USACE) stream encroachment approval and 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 (dated photos).

- a) Bid Award: Brandywine Red Clay Alliance (BRC) intends to award this bid to the 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 successful Contractor will be required to execute a contract hereto within ten (10) days of bid award date. Failure of the Contractor to do so could 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.
- b) 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 the number of days set by BRC after written notice of award of contract. BRC shall then execute this Agreement 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 Agreement documents are properly executed by both parties.
- c) The Contractor must be ready and able to start construction on or about March 13, 2020. All construction work must be completed by June 30, 2020.
- d) PA Prevailing Wage Rates: PA Prevailing wages apply. The project serial number is 20-00321.

Please go to

<https://www.dlisureweb.pa.gov/PrevWage/Pages/Project.aspx?ID=133070&PageType=>

- e) Contract Term and Extension: The contract term will begin upon receipt of a signed contract by both the BRC and Contractor and continue for at least one year.

- f) **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 Performance and Payment Bond may cover the contract award amount for a single year, in which case they shall be renewed or extended and as such resubmitted for each year of the contract in the amount of 100 percent (100%) of the ensuing year's contract amount. 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.
- g) **Performance Bond and Payment Bond:** The selected Contractor will be required to submit a Performance and Payment Bond in the amount of 100 percent (100%) of the contract award amount within ten (10) 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 Agreement and Invitation to 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 100 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 as such resubmitted for each year of the contract in the amount of 100 percent (100%) of the ensuing year's contract amount.
- h) 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.
- i) **Insurance:** The 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 the Contractor's operation under this Agreement, 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, employees, and officers of Brandywine Red Clay Alliance. Certificates of Insurance, made out to "Brandywine Red Clay Alliance" must be provided to BRC prior to execution of the Agreement 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 the 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. Any care, custody, w

- 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.
- j) 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 the Authority an acceptable certificate of exemption therefrom.
- k) Original Certificates of Insurance made out to “Brandywine Red Clay Alliance”, in the form above designated shall be provided by the successful Bidder to be reviewed and approved along with the signed Agreement and any required Bonds. Original Certificates of Insurance must be submitted within ten (10) days of bid award date or with the signed agreement, whichever is earlier, and prior to commencing any work on this project. The Agreement 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.
- l) 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 of expiration of insurance. The insurance coverage required under this paragraph must be maintained by the Contractor throughout the terms of this Agreement 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 of the Brandywine Red Clay Alliance and the designated BRC Contact(s) will represent BRC for this project.
- n) Safety: Safety of persons maintaining and using the property is paramount to the 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.

- o) 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 the Authority will be requested to leave the property. The Contractor shall fulfill such requests and immediately vacate the property.
- p) Limits of Work: The physical Contract Limits of Work are to be considered the property defined in the Scope of Work and Technical Specifications.
- q) Schedule: Upon receipt of Notice to Proceed, the Contractor shall schedule a preconstruction meeting with designated BRC staff and contact to discuss the procedures for all work activities, acceptance, and payment. The 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 AM and 4 PM (Monday through Friday, except holidays). For the purposes of this work, business hours is defined as 8 AM to 4 PM on Monday through Friday. The Contractor is free to work during the non-business hours, EXCEPT for Sundays and major holidays, if approval is obtained from the BRC Contact, and landowner.
- r) Payments: Upon notification of project completion, BRC has 5 working days to certify construction meets contract standards and design specifications. The Contractor shall invoice for the approved completed work. Upon receipt and approval, BRC has 10 working days to administer and process the invoice for payment to contractor.
- s) Contract Termination: BRC, at its sole discretion, reserves the right to terminate this Contract or portions thereof at any time with fifteen (15) days written notice of termination.
- t) Subcontracted Work: In the event that a Contractor subcontracts any part of this project, the Contractor must submit this information with proof of any required licensing and/or certifications in writing to the Brandywine Red Clay Alliance 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. The Contractor shall retain total responsibility for the performance of all work performed under this contract.
- u) Cut soils occurring on site will be the sole responsibility of the contractor including but not limited to removal, transportation and proper disposal or profitability.
- v) The contractor must comply with any and all Pennsylvania Department of Transportation permits and requirements concerning road access.
- w) BRC as permit holder must and will have final inspection of the site for contract administration and completion.
- x) Notification of the start of construction must be given to the landowner. The Brandywine Red Clay Alliance representative, as permit holder, will do this when notified by the contractor.
- y) Any change order to the Scope of Work or design, construction, and/or construction materials must be approved by the Brandywine Red Clay Alliance contact.

- z) 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.
- aa) Brandywine Red Clay Alliance and BRC may be used interchangeably and referred to as one and the same within this document. The same applies to Bidder and Contractor within this document.
- bb) Contractor will be expected to coordinate site work with Kennett Area Park Authority (KAPA) the permit holder.
- cc) The contractor is responsible for all trail and access area closures/ temporary signage needed to maintain public safety during construction in coordination with Kennett Area Park Authority (KAPA).
- dd) The soils from this project will be stockpiled to be used as topsoil to repair soccer fields on an adjacent parcel. Contractor is to bid the project as follows: Include the cost of installing and maintaining a rock construction entrance, perimeter control (i.e. silt fence or compost filter sock), and seeding and mulching soil stockpiled from this site. The contractor will restore the access area and will remove the temporary E&S controls when 70% uniform, perennial vegetation is established on the stockpile. The location of the soil stockpile area will be visited during the mandatory site showing.
- ee) BRC reserves the right to extend or shorten the work area with the selected bidder based on funding availability.
- ff) The contractor is to give an itemized budget in the format of their choosing.

# # #

# Pre-bid Meeting Location Map

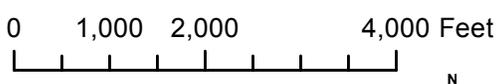
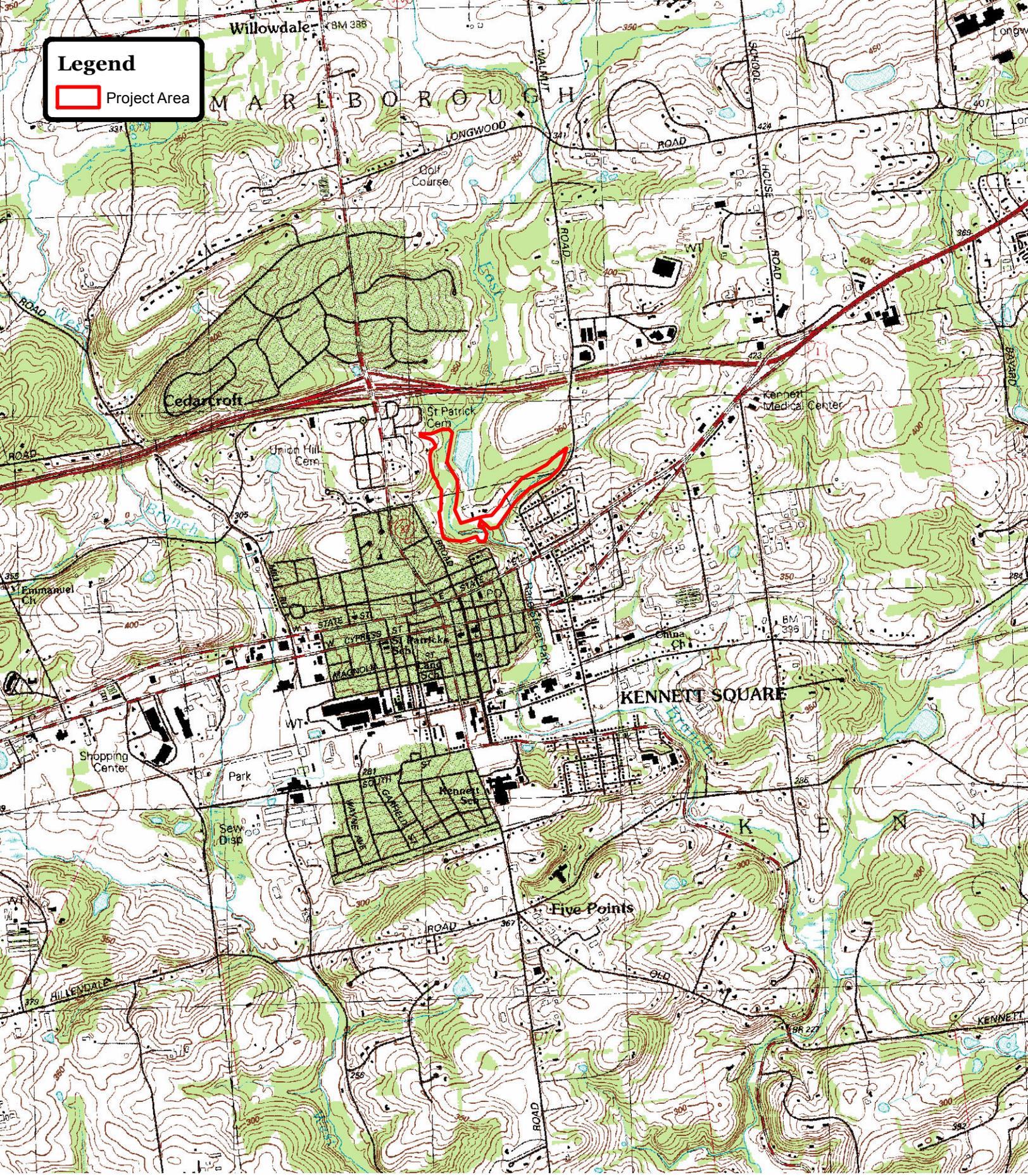


LEGEND	
	Parking Estacionamiento
	Accessible Parking Estacionamiento para Incapacitados
	Playground Patio de recreo
	Disc Golf Course Golf de Disco
	Dog Park Area para Perros
	Fishing Area para Pescar
	Volleyball Courts Cancha de Volleyball
	Tennis Cancha de Tenis
	Soccer Fields Campo de futbol
	Community Garden Jardin Comunitario
	Basketball Court Pabellones para Picnic
	Restrooms Baños
	Picnic Pavilions (1-6) Cancha de Baloncesto
	Trails Senderos
	Water Fountain Fuente de agua
	Bridge Puente
	Disc Golf Hole Detailed Disc Golf Course Map available at start of course



**Legend**

 Project Area



Data Sources:  
 Clauser Environmental, LLC  
[www.pasda.psu.edu](http://www.pasda.psu.edu)  
 Kennett Square, PA USGS 7.5 Minute Quadrangle



# Anson B. Nixon Park Stream Restoration Project Location Map

