

City of Scranton

Invitation To Bid

Separate sealed bids will be received by the Office of the City Controller for the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 until 10:00 a.m. Tuesday, November 30, 2021 at which time bids will be opened in City Council Chambers and made available for public viewing at: www.youtube.com/user/electriccitytv570 for the following:

City of Scranton

Fema Category "A" Debris Removal

Project Site #10B-Lindy Creek at Crisp Avenue

All bids shall be in accordance with the specifications which may be obtained from the City of Scranton website at: www.scrantonpa.gov under the Business Tab and Open Bid Opportunities as labeled above. If you intend on submitting a bid, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at: jreed@scrantonpa.gov. If you fail to notify the Purchasing Clerk of your intent to submit a bid, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

Bids will be received and identified by "Bid-Fema Category "A" Debris Removal Project Site #10B-Lindy Creek at Crisp Avenue". All bids will be submitted electronically to John Murray, City Controller for the City of Scranton via: <https://www.dropbox.com/request/PqG54c...> so as to arrive by the date and time specified above. The City of Scranton requires a PDF document of this bid.

There will be a mandatory Pre-Bid Meeting on Tuesday, November 16, 2021 at 8:00 a.m. at the Department of Public Works located at 101 W. Poplar Street, Scranton, Pa. 18509. Bidders will then proceed to the site on Crisp Avenue. Only bidders that attend the Pre-Bid Meeting will be considered.

All bids **must** be accompanied by a certificate of insurance and signed affirmative action, non-segregated facilities, non-collusion and disclosure forms.

If you have any questions, please contact Christopher Jenkins, DPW Emergency Management Coordinator via email only at: cjenkins@scrantonpa.gov.

Christopher Jenkins,

DPW Emergency Management Coordinator

**CITY OF SCRANTON
FEMA CATEGORY “A” DEBRIS REMOVAL
PROJECT SITE #10B – LINDY CREEK AT CRISP AVE.
THE CITY OF SCRANTON
LACKAWANNA COUNTY**

**PROPOSAL & CONTRACT (WHEN EXECUTED)
(THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS)**

A. DEPOSIT OF PROPOSALS

All Files containing Bid Proposals shall be clearly marked “Attention: Chris Jenkins. Bid Proposal for **“Debris Removal Project Site #10B Lindy Creek at Crisp Ave.”**”

City of Scranton

Owner

Proposal files will be received on or before: **10:00 A.M. (EST)**, on Tuesday, **November 30, 2021** in the electronic drop box address listed here: <https://www.dropbox.com/request/PgG54c...>

1. The Contractor proposes to furnish and deliver all materials and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachment 1), in accordance with specifications on file at LaBella Associates, PC., 1000 Dunham Drive, Suite B, Dunmore, Pennsylvania 18512, as well as the supplements and special requirements contained herein and/or attached hereto.
2. If designated as the successful bidder, the Contractor will begin work on the date specified in the Notice to Proceed, or as otherwise provided in the special requirements, and will complete all work on or before September 30, 2022.
3. Accompanying this Proposal is a certified check or bid bond in the amount of 10% of the bid made payable to the Owner, as a proposal guarantee which, it is understood, will be forfeited in case the Contractor fails to comply with the requirements of the Proposal.
4. The above project includes the following debris removal sites (Refer to attached Plans and Location Maps):
Site #10B -259349- Lindy Creek at Crisp Avenue: (Lindy Creek @ Crisp Ave. a Waterway)

Proposal of _____

NAME OF CONTRACTOR

ADDRESS

CONTRACTOR’S CERTIFICATION

It is hereby certified as follows:

- 1. The only person(s) interested in this proposal as principal(s) is (are):

- 2. None of the above persons are employee of the Owner.
- 3. This Proposal is made without collusion with any other person, firm or corporation.
- 4. All plans and specifications referred to above and the site of the work have been examined by the Contractor. The Contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (Attachment 1).
- 5. The Contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and it will pay to workmen employed in the performance of the Contract the wages to which they may be entitled. Refer to Attachment 2 (Prevailing Wage Rates).
- 6. The Contractor will provide the Owner with a Payment Bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended. Refer to Attachment 3.
- 7. Contractor has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- 8. The Contractor must also provide a Certificate of Insurance in the name of the owner for coverage of not less than the following, and shall list LaBella Associates as additional insured:
 - A. **Compensation Insurance.** Contractor shall maintain during the life of this agreement, adequate workmen's compensation insurance for all its employees employed at the site of the Project, and in case any work is sublet, the City of Scranton shall require the contractor or subcontractor to provide workmen's compensation insurance for the latter's employees.
 - B. **Public Liability and Property Damage Insurance.** Contractor shall maintain during the life of this Agreement such public liability and property damage insurance and owners protective liability insurance as shall protect it, the City of Scranton and any contractor or subcontractor performing work covered by this Agreement, from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

i.Public Liability Insurance. Public liability insurance in an amount not less than One Million (\$1,000,000.00) Dollars, for injuries and/or for each person and in an amount not less than One Million (\$1,000,000.00) Dollars on

account of any one accident, and property damage insurance in an amount not less than One Million (\$1,000,000.00) Dollars for any one accident, subject to an aggregate of Two Million (\$2,000,000.00) Dollars;

ii. Automobile and Truck Insurance. Automobile and truck insurance, including non-ownership and hired car coverage in an amount of not less than One Million (\$1,000,000.00) Dollars for injuries and/or wrongful death, to any one person and subject to the same limit for each person and in an amount of not less than One Million (\$1,000,000.00) Dollars on account of one accident, and property damage insurance in an amount of not less than One Million (\$1,000,000.00) Dollars on account of one accident, and property damage insurance in an amount of not less than One Million (\$1,000,000.00) Dollars;

**FEMA CATEGORY "A" DEBRIS REMOVAL
PROJECT SITE #10B – LINDY CREEK AT CRISP AVE.
THE CITY OF SCRANTON
LACKAWANNA COUNTY**

Contractor

WITNESSED OR ATTESTED BY:

By: _____
Title
(SEAL)

Title
(SEAL)

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

Accepted On: _____
Date

Owner

ATTESTED BY:

Title

By: _____

(SEAL)

SPECIAL INSTRUCTIONS TO BIDDERS

OWNER: City of Scranton

PROJECT: FEMA Category "A" Debris Removal Project Site #10B – Lindy Creek at Crisp Ave.

All work shall be done as per directed by the Owner and Engineer at the **Mandatory Pre-Bid Meeting held November 16, 2021**. Only bidders present at the above Mandatory Pre-Bid Meeting who visited the aforementioned site included within this project shall be allowed to bid. Questions may be asked at the above meeting and/or emailed to abernardi@labellapc.com afterward for answers. No telephone calls with questions will be taken. The Mandatory Pre-Bid Meeting will begin at 8:00 AM at the City of Scranton Department of Public Works Office, 101 West Poplar Avenue, Scranton, PA 18508.

All work and materials shall be in accordance with the Technical Specifications of these Documents.

The successful bidder will be required to provide the Owner with a Payment Bond in the amount of 100% of the amount of the Contract, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractor's Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

Periodic inspections of the work, while in progress, and a final inspection upon completion, will be made by the Engineer and the Owner.

Lines and grades, where necessary, will be set by the Contractor and, if necessary, checked by the Engineer in the field.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex, or national origin.

All bids shall be made upon forms supplied by the Engineer. The bids must be typewritten or printed legibly in ink.

The Contractor shall provide two (2) copies of all required certifications to the Engineer sufficiently in advance of the construction to afford ample time for review and approval.

A ten percent (10%) retainage of the completed billed work will be held until the Project is completed and accepted by the Owner.

Disposal of excess material shall be considered incidental to construction and included within the other bid items, except where noted.

The Owner reserves the right at its option to waive any informalities, irregularities, defects, errors, or omissions, in any or all proposals and to reject any or all proposals.

The Contractor may submit an application for payment for completed work only. Applications for payment can be submitted on a monthly basis.

REQUEST FOR PROPOSAL

I. GENERAL INFORMATION

A. PURPOSE

This Request for Proposal (RFP) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for the **Debris Removal Project Site #10B – Crisp Avenue**

B. ISSUING OFFICE

1. This Request for Proposal is issued for the City of Scranton Department of Public Works. The issuing department is the sole point of contact for questions pertaining to this Request for Proposal.

2. Proposals must be deposited in the On-line Drop Box Address located here:
<https://www.dropbox.com/request/PgG54c...>

No mailed, hand-delivered, faxed, or e-mailed proposals will be accepted.

3. Proposals will be handled confidentially by the City during the pre-award process.

4. The proposal shall be binding for a period of ninety (90) days from the due date for submission.

5. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.

II. GENERAL CONDITIONS

A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Proposals will be made in the form of a written communication emailed to all prospective proposers. The communications shall then be considered to be part of the Request for Proposals.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost.

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Proposals. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

Chris Jenkins (Scranton DPW), as the designee of the Mayor, has the sole responsibility to respond to inquiries regarding the Request for Proposals.

K. COMPLIANCE WITH LAWS

The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract. The firm selected shall also maintain any licenses issued by the City and/or its third party, including, but not limited to licenses to perform electrical, plumbing, HVAC, construction, etc. and be in good standing with all City departments and its affiliates. Failure to maintain required licenses and be in good standing may result in bid disqualification and/or voiding of any contract that may result therefrom.

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements. Failure to be in compliance with City of Scranton local tax requirements may result in bid disqualification and/or voiding of any contract that may result therefrom.

M. CONTRACT TERMINATION

A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Proposals is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit
- Disclosures by Current Contractors

ATTACHMENTS

Attachment 0	Federal Requirements
Attachment 1	Schedule of Prices & Technical Specifications
Attachment 2	PA Prevailing Wage Rates
Attachment 3	Payment Bonds
Attachment 4	PA DEP Emergency Permit (Pending)
Attachment 5	Temporary Construction Easements
Attachment A	Affirmative Action Certification
Attachment B	Certificate of Non-Segregated Facilities
Attachment C	Non-Collusion Affidavit of Prime Bidder
Attachment D	Disclosures by Current Contractors

Location Map & Site Plans

ATTACHMENT 0 – Federal Requirements

A. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of

the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulation, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in , or is threatened with , litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contract pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance as been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or

mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The City of Scranton shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section.

- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section.

C. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Scranton and understands and agrees that the City of Scranton will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Scranton and understands and agrees that the City of Scranton will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. DEBARMENT AND SUSPENSION.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2.C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (§ 180.940) or disqualified (§ 180.935).

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. The certification is a material representation of fact relied upon by the City of Scranton. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C. in addition to remedies available to the City of Scranton, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. BYRD ANTI-LOBBING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- a. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A , 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and more than \$100,000 for each such failure.

The contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

F. ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City of Scranton, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Scranton and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

G. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

H. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Attachment 1 Schedule of Prices & Technical Specifications

<u>TECHNICAL SPECIFICATIONS</u>	
Item No	
001	Mobilization:
	<p>This work is the assembly and set-up of the general plant required to comply with the contract and with local and State laws and regulations. General plant includes Contractor's offices, shops, plants, storage areas, and sanitary facilities. This work includes obtaining the required permits, insurance, bonds, and any other initial items required for the start of the work.</p> <p>Measurement & Payment - LS</p>
002	Removal of Rock Debris:
	<p>Rock debris shall be defined as any natural stone or boulders and/or installed rock rip-rap existing in the channel that has become displaced by a heavy flow event to form a deposit which is now obstructing stream flow. This work shall include the removal of any rock debris deposit(s) as specified by the Owner at the mandatory pre-bid meeting. The bottom elevation/slope of the channel bed where the rock debris deposit(s) is removed shall be restored to match the general surrounding stream bed bottom elevation/slope and shall be field verified by the Engineer. This work also includes the hauling of the removed material to an approved disposal site such as the Keystone Sanitary Landfill. The contractor shall provide the Owner and Engineer with the approval permit for any chosen disposal site other than the Keystone Sanitary Landfill.</p> <p>Measurement & Payment – LS</p>
003	Rock Embankment Protection:
	<p>This work shall include the protection of the existing portions of eroded embankment within the project site utilizing R-6 equivalent rock debris material removed from the channel. The protection of the eroded embankments shall be done as per the Plan and Details and include the preparation of the existing subgrade and the proper placement of the geotextile material and R-6 rock equivalent material. If there is not enough suitable R-6 equivalent rock material removed from the channel to protect all of the area indicated on the Plans additional R-6 Rock Rip-Rap shall be imported to the site.</p> <p>Measurement & Payment – LS</p>
004	Clearing & Grubbing:
	<p>This work shall include the clearing and grubbing of existing vegetation necessary to construct the proposed site access, rock construction entrances, and prepare/clear the project area for debris removal. The clearing and grubbing work shall include the general trimming of the adjacent trees and shrubs necessary for sufficient access to, and proposed work at, the project site. No large tree removal shall occur unless directed by the City and/or Design Engineer. This work also includes the hauling of the removed vegetative material to an approved disposal site such as the Keystone Sanitary Landfill. The contractor shall provide the Owner and Engineer with the approval permit for any chosen disposal site other than the Keystone Sanitary Landfill.</p> <p>Measurement & Payment – LS</p>

TECHNICAL SPECIFICATIONS	
<u>Item No</u>	
005	Erosion & Sedimentation Pollution Controls:
	<p>This work shall include the installation and subsequent removal of the erosion and sediment pollution controls for the project site as specified on the Plans and Details including: rock construction entrances, topsoil placement (as needed), seeding , mulching,, soil supplements, and erosion control matting. This work also includes the removal and proper disposal of any sediment material captured by the installed site erosion and sedimentation pollution controls.</p> <p>Measurement & Payment – LS</p>
006	Temporary Bypass Pump System:
	<p>This work shall include the installation and subsequent removal of the temporary bypass pump systems for the project site (Phases 1 and 2) as specified on the Plans and Details including: pumps, pipes, hoses, cofferdam, energy dissipater, and pumped water filter bag. This work also includes the removal and proper disposal of any sediment material captured by the installed pumped water filter bags.</p> <p>Measurement & Payment – EA</p>
007	Cut and Replace Existing Guiderail Section:
	<p>This work shall include cutting and removal of a section of existing guiderail necessary to safely access the debris removal site as per the Phase 1 Plan and the subsequent “in kind” replacement of the removed section of guiderail. This work shall also include the proper disposal of any resulting waste material.</p> <p>Measurement & Payment – LS</p>

ATTACHMENT 2 – PA Prevailing Wage Rates

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

Project Name:	Scranton Debris Removal Project Site #10B - Crisp Avenue
Awarding Agency:	Scranton DPW
Contract Award Date:	12/8/2021
Serial Number:	21-07648
Project Classification:	Highway
Determination Date:	11/8/2021
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Lackawanna County

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

Project: 21-07648 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	7/1/2016		\$32.48	\$18.52	\$51.00
Asbestos & Insulation Workers	7/1/2018		\$32.83	\$19.17	\$52.00
Asbestos & Insulation Workers	7/1/2019		\$33.33	\$19.67	\$53.00
Asbestos & Insulation Workers	7/1/2020		\$33.33	\$20.67	\$54.00
Asbestos & Insulation Workers	7/1/2021		\$34.58	\$20.67	\$55.25
Asbestos & Insulation Workers	7/1/2022		\$35.83	\$20.67	\$56.50
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Boilermakers	1/1/2021		\$49.32	\$34.90	\$84.22
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$33.82	\$16.56	\$50.38
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$34.44	\$16.74	\$51.18
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$35.15	\$16.93	\$52.08
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		\$34.94	\$18.14	\$53.08
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$36.82	\$17.36	\$54.18
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2016		\$28.53	\$16.08	\$44.61
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$29.53	\$17.43	\$46.96
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2019		\$30.18	\$17.93	\$48.11
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2020		\$30.88	\$18.43	\$49.31
Cement Finishers & Plasterers	5/2/2021		\$29.02	\$18.48	\$47.50
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Cement Masons	5/1/2019		\$34.08	\$13.00	\$47.08
Cement Masons	6/1/2020		\$34.78	\$13.50	\$48.28
Drywall Finisher	5/1/2017		\$27.81	\$18.17	\$45.98
Drywall Finisher	5/1/2019		\$28.61	\$20.04	\$48.65
Drywall Finisher	5/1/2020		\$29.19	\$20.71	\$49.90
Drywall Finisher	5/1/2021		\$29.58	\$21.57	\$51.15
Electricians	6/1/2017		\$35.94	\$21.70	\$57.64
Electricians	6/1/2018	5/31/2019	\$35.36	\$20.48	\$55.84
Electricians	6/1/2019	5/31/2020	\$36.36	\$21.16	\$57.52
Electricians	6/1/2020		\$37.36	\$21.89	\$59.25
Electricians	6/1/2021		\$37.36	\$23.39	\$60.75

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

Project: 21-07648 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Elevator Constructor	1/1/2016		\$45.04	\$30.28	\$75.32
Elevator Constructor	1/1/2018		\$47.48	\$33.00	\$80.48
Glazier	5/1/2016		\$29.02	\$15.51	\$44.53
Glazier	5/1/2019	4/30/2020	\$29.57	\$17.36	\$46.93
Glazier	5/1/2020	4/30/2021	\$29.57	\$18.36	\$47.93
Glazier	5/1/2021		\$29.57	\$19.36	\$48.93
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$32.32	\$28.42	\$60.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$33.07	\$28.42	\$61.49
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Laborers (Class 01 - See notes)	5/1/2017		\$21.15	\$16.88	\$38.03
Laborers (Class 01 - See notes)	5/1/2018		\$21.40	\$17.63	\$39.03
Laborers (Class 01 - See notes)	5/1/2019	4/30/2020	\$21.70	\$18.33	\$40.03
Laborers (Class 01 - See notes)	5/1/2020		\$22.05	\$19.32	\$41.37
Laborers (Class 01 - See notes)	5/2/2021		\$22.65	\$19.53	\$42.18
Laborers (Class 01 - See notes)	5/1/2022		\$25.82	\$20.33	\$46.15
Laborers (Class 01 - See notes)	4/30/2023		\$26.32	\$21.03	\$47.35
Laborers (Class 02 - See notes)	5/1/2017		\$23.15	\$16.88	\$40.03
Laborers (Class 02 - See notes)	5/1/2018		\$23.40	\$17.63	\$41.03
Laborers (Class 02 - See notes)	5/1/2019		\$23.70	\$18.33	\$42.03
Laborers (Class 02 - See notes)	5/1/2020		\$24.05	\$19.03	\$43.08
Laborers (Class 02 - See notes)	5/3/2020		\$26.47	\$19.03	\$45.50
Laborers (Class 02 - See notes)	5/2/2021		\$24.65	\$19.53	\$44.18
Laborers (Class 02 - See notes)	5/1/2022		\$27.32	\$20.33	\$47.65
Laborers (Class 02 - see notes)	4/30/2023		\$27.82	\$21.03	\$48.85
Laborers (Class 03 - See notes)	5/1/2017		\$23.67	\$17.17	\$40.84
Laborers (Class 03 - See notes)	5/1/2018		\$24.02	\$17.92	\$41.94
Laborers (Class 03 - See notes)	5/1/2019		\$24.47	\$18.62	\$43.09
Laborers (Class 03 - See notes)	5/3/2020		\$26.97	\$19.03	\$46.00
Laborers (Class 03 - See notes)	5/2/2021		\$25.42	\$19.53	\$44.95
Laborers (Class 03 - See notes)	5/1/2022		\$27.82	\$20.33	\$48.15
Laborers (Class 03 - See notes)	4/30/2023		\$28.32	\$21.03	\$49.35
Laborers (Class 04 - See notes)	5/1/2017		\$25.17	\$17.17	\$42.34
Laborers (Class 04 - See notes)	5/1/2018		\$25.52	\$17.92	\$43.44
Laborers (Class 04 - See notes)	5/1/2019		\$25.97	\$18.62	\$44.59
Laborers (Class 04 - See notes)	5/3/2020		\$24.62	\$19.03	\$43.65
Laborers (Class 04 - See notes)	5/2/2021		\$26.72	\$19.53	\$46.25
Laborers (Class 04 - See notes)	5/1/2022		\$25.47	\$20.33	\$45.80
Laborers (Class 04 - See notes)	4/30/2023		\$25.97	\$21.03	\$47.00
Laborers (Class 05 - See notes)	5/1/2017		\$25.67	\$17.17	\$42.84

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

Project: 21-07648 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 05 - See notes)	5/1/2018		\$26.02	\$17.92	\$43.94
Laborers (Class 05 - See notes)	5/1/2019		\$23.70	\$18.33	\$42.03
Laborers (Class 05 - See notes)	5/1/2020		\$24.05	\$19.03	\$43.08
Laborers (Class 05 - See notes)	5/3/2020		\$26.12	\$19.03	\$45.15
Laborers (Class 05 - See notes)	5/2/2021		\$24.65	\$19.53	\$44.18
Laborers (Class 05 - See notes)	5/1/2022		\$26.97	\$20.33	\$47.30
Laborers (Class 05 - See notes)	4/30/2023		\$27.47	\$21.03	\$48.50
Laborers (Class 06 - See notes)	5/1/2017		\$23.92	\$16.88	\$40.80
Laborers (Class 06 - See notes)	5/1/2018		\$24.17	\$17.63	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$24.47	\$18.33	\$42.80
Laborers (Class 06 - See notes)	5/1/2020		\$24.82	\$19.03	\$43.85
Laborers (Class 06 - See notes)	5/3/2020		\$26.62	\$19.03	\$45.65
Laborers (Class 06 - See notes)	5/2/2021		\$27.02	\$19.68	\$46.70
Laborers (Class 06 - See notes)	5/1/2022		\$27.47	\$20.33	\$47.80
Laborers (Class 06 - See notes)	4/30/2023		\$27.97	\$21.03	\$49.00
Marble Mason	5/1/2017		\$31.03	\$15.10	\$46.13
Marble Mason	5/1/2018		\$31.85	\$15.28	\$47.13
Marble Mason	5/1/2019		\$32.66	\$15.47	\$48.13
Marble Mason	5/1/2020		\$33.45	\$15.68	\$49.13
Marble Mason	5/1/2021		\$34.23	\$15.90	\$50.13
Millwright	5/1/2017		\$33.79	\$18.16	\$51.95
Millwright	5/1/2018	4/30/2019	\$34.41	\$18.64	\$53.05
Millwright	5/1/2019	4/30/2020	\$35.30	\$18.90	\$54.20
Millwright	5/1/2020		\$36.04	\$19.31	\$55.35
Operators (Building, Class 01 - See Notes)	5/1/2017		\$35.24	\$24.58	\$59.82
Operators (Building, Class 01 - See Notes)	5/1/2018		\$36.78	\$25.03	\$61.81
Operators (Building, Class 01 - See Notes)	5/1/2019		\$36.78	\$27.03	\$63.81
Operators (Building, Class 01 - See Notes)	5/1/2020		\$38.32	\$27.49	\$65.81
Operators (Building, Class 01 - See Notes)	5/1/2021		\$39.87	\$27.94	\$67.81
Operators (Building, Class 01A - See Notes)	5/1/2017		\$37.49	\$25.23	\$62.72
Operators (Building, Class 01A - See Notes)	5/1/2018		\$39.03	\$25.69	\$64.72
Operators (Building, Class 01A - See Notes)	5/1/2019		\$39.03	\$27.69	\$66.72
Operators (Building, Class 01A - See Notes)	5/1/2020		\$40.57	\$28.15	\$68.72
Operators (Building, Class 01A - See Notes)	5/1/2021		\$42.12	\$28.60	\$70.72
Operators (Building, Class 02 - See Notes)	5/1/2017		\$34.96	\$24.49	\$59.45
Operators (Building, Class 02 - See Notes)	5/1/2018		\$36.50	\$24.95	\$61.45
Operators (Building, Class 02 - See Notes)	5/1/2019		\$36.50	\$26.94	\$63.44
Operators (Building, Class 02 - See Notes)	5/1/2020		\$38.05	\$27.39	\$65.44
Operators (Building, Class 02 - See Notes)	5/1/2021		\$39.59	\$27.85	\$67.44
Operators (Building, Class 02A - See Notes)	5/1/2016		\$36.43	\$23.93	\$60.36
Operators (Building, Class 02A - See Notes)	5/1/2017		\$37.21	\$25.16	\$62.37
Operators (Building, Class 02A - See Notes)	5/1/2018		\$38.75	\$25.61	\$64.36
Operators (Building, Class 02A - See Notes)	5/1/2019		\$38.75	\$27.61	\$66.36
Operators (Building, Class 02A - See Notes)	5/1/2020		\$40.30	\$28.06	\$68.36

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

Project: 21-07648 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 02A - See Notes)	5/1/2021		\$41.84	\$28.52	\$70.36
Operators (Building, Class 03 - See Notes)	5/1/2017		\$32.23	\$23.68	\$55.91
Operators (Building, Class 03 - See Notes)	5/1/2018		\$33.78	\$24.12	\$57.90
Operators (Building, Class 03 - See Notes)	5/1/2019		\$33.78	\$26.13	\$59.91
Operators (Building, Class 03 - See Notes)	5/1/2020		\$35.32	\$26.59	\$61.91
Operators (Building, Class 03 - See Notes)	5/1/2021		\$36.87	\$27.04	\$63.91
Operators (Building, Class 04 - See Notes)	5/1/2017		\$30.33	\$22.12	\$52.45
Operators (Building, Class 04 - See Notes)	5/1/2018		\$32.63	\$23.80	\$56.43
Operators (Building, Class 04 - See Notes)	5/1/2019		\$32.63	\$25.81	\$58.44
Operators (Building, Class 04 - See Notes)	5/1/2020		\$34.18	\$26.26	\$60.44
Operators (Building, Class 04 - See Notes)	5/1/2021		\$35.72	\$26.72	\$62.44
Operators (Building, Class 05 - See Notes)	5/1/2017		\$29.87	\$21.99	\$51.86
Operators (Building, Class 05 - See Notes)	5/1/2018		\$32.18	\$23.69	\$55.87
Operators (Building, Class 05 - See Notes)	5/1/2019		\$32.19	\$25.67	\$57.86
Operators (Building, Class 05 - See Notes)	5/1/2020		\$33.73	\$26.13	\$59.86
Operators (Building, Class 05 - See Notes)	5/1/2021		\$35.27	\$26.59	\$61.86
Operators (Building, Class 06 - See Notes)	5/1/2017		\$29.00	\$21.72	\$50.72
Operators (Building, Class 06 - See Notes)	5/1/2018		\$31.31	\$23.41	\$54.72
Operators (Building, Class 06 - See Notes)	5/1/2019		\$31.31	\$25.41	\$56.72
Operators (Building, Class 06 - See Notes)	5/1/2020		\$32.86	\$25.86	\$58.72
Operators (Building, Class 06 - See Notes)	5/1/2021		\$34.40	\$26.32	\$60.72
Operators (Building, Class 07A- See Notes)	5/1/2017		\$42.44	\$28.13	\$70.57
Operators (Building, Class 07A- See Notes)	5/1/2018		\$44.29	\$28.68	\$72.97
Operators (Building, Class 07A- See Notes)	5/1/2019		\$44.60	\$30.77	\$75.37
Operators (Building, Class 07A- See Notes)	5/1/2020		\$46.46	\$31.31	\$77.77
Operators (Building, Class 07A- See Notes)	5/1/2021		\$48.31	\$31.86	\$80.17
Operators (Building, Class 07B- See Notes)	5/1/2017		\$42.09	\$28.03	\$70.12
Operators (Building, Class 07B- See Notes)	5/1/2018		\$43.95	\$28.58	\$72.53
Operators (Building, Class 07B- See Notes)	5/1/2019		\$44.26	\$30.66	\$74.92
Operators (Building, Class 07B- See Notes)	5/1/2020		\$46.11	\$31.21	\$77.32
Operators (Building, Class 07B- See Notes)	5/1/2021		\$47.96	\$31.77	\$79.73
Painters Class 1 (see notes)	5/1/2017		\$27.25	\$18.17	\$45.42
Painters Class 1 (see notes)	5/1/2019		\$28.05	\$20.04	\$48.09
Painters Class 1 (see notes)	5/1/2020		\$28.63	\$20.71	\$49.34
Painters Class 1 (see notes)	5/1/2021		\$29.02	\$21.57	\$50.59
Painters Class 2 (see notes)	5/1/2017		\$30.15	\$18.17	\$48.32
Painters Class 2 (see notes)	5/1/2019		\$30.95	\$20.04	\$50.99
Painters Class 2 (see notes)	5/1/2020		\$31.53	\$20.71	\$52.24
Painters Class 2 (see notes)	5/1/2021		\$31.92	\$21.57	\$53.49
Painters Class 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
Painters Class 3 (see notes)	5/1/2021		\$38.02	\$21.57	\$59.59
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85

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

Project: 21-07648 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers	6/1/2016		\$32.94	\$10.92	\$43.86
Plasterers	5/1/2019		\$34.66	\$12.50	\$47.16
Plasterers	6/1/2020		\$35.36	\$13.00	\$48.36
Plumbers and Steamfitters	6/1/2017		\$41.24	\$20.77	\$62.01
Plumbers and Steamfitters	6/1/2018		\$42.64	\$20.77	\$63.41
Plumbers and Steamfitters	6/1/2019		\$43.54	\$21.27	\$64.81
Plumbers and Steamfitters	12/1/2020		\$44.74	\$21.82	\$66.56
Roofers	6/1/2017		\$27.50	\$19.08	\$46.58
Roofers	5/1/2019		\$29.50	\$19.81	\$49.31
Roofers	5/1/2020		\$30.25	\$20.36	\$50.61
Roofers	5/1/2021		\$31.00	\$20.86	\$51.86
Sheet Metal Workers	5/1/2017		\$30.61	\$22.95	\$53.56
Sheet Metal Workers	5/1/2018		\$30.63	\$23.73	\$54.36
Sheet Metal Workers	5/1/2019		\$30.79	\$25.07	\$55.86
Sheet Metal Workers	5/1/2020		\$31.04	\$26.32	\$57.36
Sheet Metal Workers	5/1/2021		\$31.60	\$27.26	\$58.86
Sign Makers and Hangars	7/17/2021		\$29.49	\$23.90	\$53.39
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2020		\$38.90	\$26.42	\$65.32
Sprinklerfitters	4/1/2021		\$40.33	\$26.94	\$67.27
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2020		\$32.26	\$18.48	\$50.74
Terrazzo Finisher	5/1/2021		\$33.23	\$19.03	\$52.26
Terrazzo Grinder	5/1/2020		\$32.95	\$18.48	\$51.43
Terrazzo Grinder	5/1/2021		\$33.94	\$19.03	\$52.97
Terrazzo Mechanics	5/1/2020		\$32.91	\$20.11	\$53.02
Terrazzo Mechanics	5/1/2021		\$33.83	\$20.78	\$54.61
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$28.12	\$14.60	\$42.72
Tile & Marble Finisher	5/1/2018		\$28.94	\$14.78	\$43.72
Tile & Marble Finisher	5/1/2019		\$29.30	\$15.42	\$44.72
Tile & Marble Finisher	5/1/2020		\$30.54	\$15.18	\$45.72
Tile & Marble Finisher	5/1/2020		\$30.54	\$15.18	\$45.72

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

Project: 21-07648 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tile & Marble Finisher	5/1/2021		\$31.32	\$15.40	\$46.72
Tile Setter	5/1/2017		\$31.03	\$15.10	\$46.13
Tile Setter	5/1/2018		\$31.85	\$15.28	\$47.13
Tile Setter	5/1/2019		\$32.66	\$15.47	\$48.13
Tile Setter	5/1/2020		\$33.45	\$15.68	\$49.13
Tile Setter	5/1/2020		\$33.05	\$16.08	\$49.13
Tile Setter	5/1/2021		\$34.23	\$15.90	\$50.13
Truckdriver class 1 (see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1 (see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1 (see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 1 (see notes)	5/1/2020		\$36.92	\$0.00	\$36.92
Truckdriver class 1 (see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 2 (see notes)	5/1/2020		\$36.99	\$0.00	\$36.99
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Truckdriver class 3 (see notes)	5/1/2020		\$37.48	\$0.00	\$37.48
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 21-07648 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter and Piledriver	5/1/2018	4/30/2019	\$30.75	\$15.96	\$46.71
Carpenter and Piledriver	5/1/2019	4/30/2020	\$31.51	\$16.55	\$48.06
Carpenter and Piledriver	5/1/2020	4/30/2021	\$32.22	\$17.19	\$49.41
Carpenter and Piledriver	5/1/2021		\$33.12	\$17.74	\$50.86
Carpenters	5/1/2016		\$29.67	\$14.54	\$44.21
Carpenters	5/1/2017		\$30.12	\$15.34	\$45.46
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Electric Lineman	1/1/2018		\$55.43	\$22.48	\$77.91
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$32.32	\$28.42	\$60.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$33.07	\$28.42	\$61.49
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers	7/1/2016		\$29.42	\$28.78	\$58.20
Laborers (Class 01 - See notes)	5/1/2016		\$19.81	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 01 - See notes)	5/1/2018		\$20.96	\$16.79	\$37.75
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 01 - See notes)	5/1/2020		\$22.41	\$17.69	\$40.10
Laborers (Class 01 - See notes)	5/1/2021		\$23.21	\$18.09	\$41.30
Laborers (Class 01 - See notes)	5/1/2022		\$24.01	\$18.54	\$42.55
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52
Laborers (Class 02 - See notes)	5/1/2020		\$29.03	\$17.69	\$46.72
Laborers (Class 02 - See notes)	5/1/2021		\$29.83	\$18.09	\$47.92
Laborers (Class 02 - See notes)	5/1/2022		\$30.63	\$18.54	\$49.17
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2016		\$23.42	\$15.79	\$39.21
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2018		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 03 - See notes)	5/1/2020		\$26.02	\$17.69	\$43.71
Laborers (Class 03 - See notes)	5/1/2021		\$26.82	\$18.09	\$44.91
Laborers (Class 03 - See notes)	5/1/2022		\$27.62	\$18.54	\$46.16
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71

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

Project: 21-07648 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 04 - See notes)	5/1/2020		\$26.37	\$17.69	\$44.06
Laborers (Class 04 - See notes)	5/1/2021		\$27.17	\$18.09	\$45.26
Laborers (Class 04 - See notes)	5/1/2022		\$27.97	\$18.54	\$46.51
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 05 - See notes)	5/1/2020		\$27.04	\$17.69	\$44.73
Laborers (Class 05 - See notes)	5/1/2021		\$27.84	\$18.09	\$45.93
Laborers (Class 05 - See notes)	5/1/2022		\$28.64	\$18.54	\$47.18
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95
Laborers (Class 06 - See notes)	5/1/2020		\$26.46	\$17.69	\$44.15
Laborers (Class 06 - See notes)	5/1/2021		\$27.26	\$18.09	\$45.35
Laborers (Class 06 - See notes)	5/1/2022		\$28.06	\$18.54	\$46.60
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 07 - See notes)	5/1/2020		\$26.75	\$17.69	\$44.44
Laborers (Class 07 - See notes)	5/1/2021		\$27.55	\$18.09	\$45.64
Laborers (Class 07 - See notes)	5/1/2022		\$28.35	\$18.54	\$46.89
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Laborers (Class 08 - See notes)	5/1/2020		\$27.23	\$17.69	\$44.92
Laborers (Class 08 - See notes)	5/1/2021		\$28.03	\$18.09	\$46.12
Laborers (Class 08 - See notes)	5/1/2022		\$28.83	\$18.54	\$47.37
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62

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

Project: 21-07648 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Operators (Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Heavy, Class 01 - See Notes)	5/1/2017		\$33.80	\$24.16	\$57.96
Operators (Heavy, Class 01 - See Notes)	5/1/2018		\$35.35	\$24.61	\$59.96
Operators (Heavy, Class 01 - See Notes)	5/1/2019		\$35.35	\$26.61	\$61.96
Operators (Heavy, Class 01 - See Notes)	5/1/2020		\$36.90	\$27.06	\$63.96
Operators (Heavy, Class 01 - See Notes)	5/1/2021		\$38.44	\$27.52	\$65.96
Operators (Heavy, Class 01A - See Notes)	5/1/2017		\$36.05	\$24.82	\$60.87
Operators (Heavy, Class 01A - See Notes)	5/1/2018		\$37.60	\$25.27	\$62.87
Operators (Heavy, Class 01A - See Notes)	5/1/2019		\$37.60	\$27.27	\$64.87
Operators (Heavy, Class 01A - See Notes)	5/1/2020		\$39.14	\$27.73	\$66.87
Operators (Heavy, Class 01A - See Notes)	5/1/2021		\$40.69	\$28.18	\$68.87
Operators (Heavy, Class 02 - See Notes)	5/1/2017		\$33.52	\$24.07	\$57.59
Operators (Heavy, Class 02 - See Notes)	5/1/2018		\$35.07	\$24.52	\$59.59
Operators (Heavy, Class 02 - See Notes)	5/1/2019		\$35.07	\$26.52	\$61.59
Operators (Heavy, Class 02 - See Notes)	5/1/2020		\$36.61	\$26.98	\$63.59
Operators (Heavy, Class 02 - See Notes)	5/1/2021		\$38.16	\$27.43	\$65.59
Operators (Heavy, Class 02A - See Notes)	5/1/2017		\$35.78	\$24.72	\$60.50
Operators (Heavy, Class 02A - See Notes)	5/1/2018		\$37.32	\$25.19	\$62.51
Operators (Heavy, Class 02A - See Notes)	5/1/2019		\$37.32	\$27.19	\$64.51
Operators (Heavy, Class 02A - See Notes)	5/1/2020		\$38.87	\$27.64	\$66.51
Operators (Heavy, Class 02A - See Notes)	5/1/2021		\$40.41	\$28.10	\$68.51
Operators (Heavy, Class 03 - See Notes)	5/1/2017		\$30.60	\$23.21	\$53.81
Operators (Heavy, Class 03 - See Notes)	5/1/2018		\$32.15	\$23.66	\$55.81
Operators (Heavy, Class 03 - See Notes)	5/1/2019		\$32.15	\$25.66	\$57.81
Operators (Heavy, Class 03 - See Notes)	5/1/2020		\$33.69	\$26.12	\$59.81
Operators (Heavy, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Heavy, Class 04 - See Notes)	5/1/2017		\$29.47	\$22.88	\$52.35
Operators (Heavy, Class 04 - See Notes)	5/1/2018		\$31.01	\$23.32	\$54.33
Operators (Heavy, Class 04 - See Notes)	5/1/2019		\$31.01	\$25.33	\$56.34
Operators (Heavy, Class 04 - See Notes)	5/1/2020		\$32.55	\$25.79	\$58.34
Operators (Heavy, Class 04 - See Notes)	5/1/2021		\$34.10	\$26.24	\$60.34
Operators (Heavy, Class 05 - See Notes)	5/1/2017		\$29.02	\$22.74	\$51.76
Operators (Heavy, Class 05 - See Notes)	5/1/2018		\$30.56	\$23.20	\$53.76
Operators (Heavy, Class 05 - See Notes)	5/1/2019		\$30.56	\$25.20	\$55.76
Operators (Heavy, Class 05 - See Notes)	5/1/2020		\$32.11	\$25.65	\$57.76
Operators (Heavy, Class 05 - See Notes)	5/1/2021		\$33.65	\$26.11	\$59.76
Operators (Heavy, Class 06 - See Notes)	5/1/2017		\$28.14	\$22.49	\$50.63
Operators (Heavy, Class 06 - See Notes)	5/1/2018		\$29.68	\$22.93	\$52.61
Operators (Heavy, Class 06 - See Notes)	5/1/2019		\$29.68	\$24.94	\$54.62
Operators (Heavy, Class 06 - See Notes)	5/1/2020		\$31.23	\$25.39	\$56.62
Operators (Heavy, Class 06 - See Notes)	5/1/2021		\$32.77	\$25.84	\$58.61
Operators (Heavy, Class 07A - See Notes)	5/1/2017		\$40.73	\$27.63	\$68.36
Operators (Heavy, Class 07A - See Notes)	5/1/2018		\$42.58	\$28.18	\$70.76

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

Project: 21-07648 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 07A - See Notes)	5/1/2019		\$42.89	\$30.27	\$73.16
Operators (Heavy, Class 07A - See Notes)	5/1/2020		\$44.74	\$30.82	\$75.56
Operators (Heavy, Class 07A - See Notes)	5/1/2021		\$46.59	\$31.37	\$77.96
Operators (Heavy, Class 07B - See Notes)	5/1/2017		\$40.38	\$27.53	\$67.91
Operators (Heavy, Class 07B - See Notes)	5/1/2018		\$42.23	\$28.09	\$70.32
Operators (Heavy, Class 07B - See Notes)	5/1/2019		\$42.54	\$30.17	\$72.71
Operators (Heavy, Class 07B - See Notes)	5/1/2020		\$44.39	\$30.72	\$75.11
Operators (Heavy, Class 07B - See Notes)	5/1/2021		\$46.25	\$31.26	\$77.51
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2017		\$32.93	\$23.87	\$56.80
Operators (Highway, Class 01 - See Notes)	5/1/2018		\$34.47	\$24.33	\$58.80
Operators (Highway, Class 01 - See Notes)	5/1/2019		\$34.47	\$26.33	\$60.80
Operators (Highway, Class 01 - See Notes)	5/1/2020		\$37.56	\$25.24	\$62.80
Operators (Highway, Class 01 - See Notes)	5/1/2021		\$39.10	\$25.70	\$64.80
Operators (Highway, Class 01a - See Notes)	5/1/2017		\$35.18	\$24.56	\$59.74
Operators (Highway, Class 01a - See Notes)	5/1/2018		\$36.72	\$25.01	\$61.73
Operators (Highway, Class 01a - See Notes)	5/1/2019		\$36.72	\$27.01	\$63.73
Operators (Highway, Class 01a - See Notes)	5/1/2020		\$39.81	\$25.92	\$65.73
Operators (Highway, Class 01a - See Notes)	5/1/2021		\$41.35	\$26.38	\$67.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.31	\$53.29
Operators (Highway, Class 02 - See Notes)	5/1/2017		\$31.75	\$23.53	\$55.28
Operators (Highway, Class 02 - See Notes)	5/1/2018		\$33.30	\$23.98	\$57.28
Operators (Highway, Class 02 - See Notes)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Highway, Class 02 - See Notes)	5/1/2020		\$36.38	\$24.90	\$61.28
Operators (Highway, Class 02 - See Notes)	5/1/2021		\$37.93	\$25.35	\$63.28
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 03 - See Notes)	5/1/2017		\$31.06	\$23.32	\$54.38
Operators (Highway, Class 03 - See Notes)	5/1/2018		\$32.59	\$23.80	\$56.39
Operators (Highway, Class 03 - See Notes)	5/1/2019		\$32.59	\$25.79	\$58.38
Operators (Highway, Class 03 - See Notes)	5/1/2020		\$35.69	\$24.69	\$60.38
Operators (Highway, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Highway, Class 03 - See Notes)	5/1/2021		\$37.23	\$25.16	\$62.39
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 04 - See Notes)	5/1/2017		\$30.60	\$23.20	\$53.80
Operators (Highway, Class 04 - See Notes)	5/1/2018		\$32.14	\$23.66	\$55.80
Operators (Highway, Class 04 - See Notes)	5/1/2019		\$32.14	\$25.66	\$57.80
Operators (Highway, Class 04 - See Notes)	5/1/2020		\$35.23	\$24.57	\$59.80
Operators (Highway, Class 04 - See Notes)	5/1/2021		\$36.77	\$25.03	\$61.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 05 - See Notes)	5/1/2017		\$30.08	\$23.06	\$53.14
Operators (Highway, Class 05 - See Notes)	5/1/2018		\$31.63	\$23.51	\$55.14
Operators (Highway, Class 05 - See Notes)	5/1/2019		\$31.63	\$25.51	\$57.14
Operators (Highway, Class 05 - See Notes)	5/1/2020		\$34.72	\$24.42	\$59.14
Operators (Highway, Class 05 - See Notes)	5/1/2021		\$36.26	\$24.87	\$61.13

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

Project: 21-07648 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10
Operators (Highway, Class 06 - See Notes)	5/1/2017		\$33.17	\$23.94	\$57.11
Operators (Highway, Class 06 - See Notes)	5/1/2018		\$34.71	\$24.39	\$59.10
Operators (Highway, Class 06 - See Notes)	5/1/2019		\$34.71	\$26.39	\$61.10
Operators (Highway, Class 06 - See Notes)	5/1/2020		\$36.25	\$26.85	\$63.10
Operators (Highway, Class 06 - See Notes)	5/1/2021		\$39.33	\$25.78	\$65.11
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 06/A - See Notes)	5/1/2017		\$35.42	\$24.59	\$60.01
Operators (Highway, Class 06/A - See Notes)	5/1/2018		\$36.96	\$25.05	\$62.01
Operators (Highway, Class 06/A - See Notes)	5/1/2019		\$36.96	\$27.05	\$64.01
Operators (Highway, Class 06/A - See Notes)	5/1/2020		\$40.04	\$25.97	\$66.01
Operators (Highway, Class 06/A - See Notes)	5/1/2021		\$41.58	\$26.43	\$68.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.99	\$64.55
Operators (Highway, Class 07/A - See Notes)	5/1/2017		\$39.66	\$27.31	\$66.97
Operators (Highway, Class 07/A - See Notes)	5/1/2018		\$41.52	\$27.84	\$69.36
Operators (Highway, Class 07/A - See Notes)	5/1/2019		\$41.82	\$29.95	\$71.77
Operators (Highway, Class 07/A - See Notes)	5/1/2020		\$45.23	\$28.94	\$74.17
Operators (Highway, Class 07/A - See Notes)	5/1/2021		\$47.08	\$29.49	\$76.57
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Operators (Highway, Class 07/B - See Notes)	5/1/2017		\$38.25	\$26.89	\$65.14
Operators (Highway, Class 07/B - See Notes)	5/1/2018		\$40.10	\$27.44	\$67.54
Operators (Highway, Class 07/B - See Notes)	5/1/2019		\$40.41	\$29.53	\$69.94
Operators (Highway, Class 07/B - See Notes)	5/1/2020		\$43.81	\$28.53	\$72.34
Operators (Highway, Class 07/B - See Notes)	5/1/2021		\$45.66	\$29.08	\$74.74
Painters Class 2 (see notes)	5/1/2020		\$31.53	\$20.71	\$52.24
Painters Class 3 (see notes)	5/1/2019		\$37.05	\$20.04	\$57.09
Painters Class 3 (see notes)	5/1/2020		\$37.63	\$20.71	\$58.34
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2017		\$32.75	\$17.95	\$50.70
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	5/1/2018		\$30.75	\$15.96	\$46.71
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	5/1/2019		\$31.51	\$16.55	\$48.06
Piledrivers	5/1/2020		\$32.22	\$17.19	\$49.41
Piledrivers	5/1/2021		\$33.12	\$17.74	\$50.86
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 1(see notes)	5/1/2020		\$36.92	\$0.00	\$36.92

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

Project: 21-07648 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 2 (see notes)	5/1/2020		\$36.99	\$0.00	\$36.99
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Truckdriver class 3 (see notes)	5/1/2020		\$37.48	\$0.00	\$37.48
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28

ATTACHMENT 3 – Payment Bond

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY - Name, Address and Telephone
 Surety Agency or Broker:
 Owner's Representative (engineer or other party):

ATTACHMENT 4 – PA DEP Emergency Permit (Pending)

ATTACHMENT 5 – Temporary Construction Easements

LIMITED EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and executed this 2nd day of November _____, 2021 by and between WILLIAM J. and LYNN LESH of 2763 Rear Frink Street, Scranton Pennsylvania (hereafter the “Grantors”)

And

CITY OF SCRANTON, with a principal office of 340 North Washington Avenue Scranton, PA 18503 (hereafter “City”)

BACKGROUND

A. The Grantors are the owners of property of 2763 Rear Frink Street, Scranton Pennsylvania 18504, more fully described in the Deed attached hereto as Exhibit “A”.

B. City wishes to perform debris removal and embankment stabilization on Lindy Creek and the Crisp Avenue culvert under Lindy Creek in Scranton, Pennsylvania. A copy of the City’s plan is attached hereto as Exhibit “B”.

C. City has requested and Grantors are willing, to grant a limited easement over their property at 2763 Rear Frink Street, Scranton Pennsylvania 18504, in order to allow City to remove debris and stabilize the embankment on Crisp Avenue and the culvert under Lindy Creek.

AGREEMENT

NOW THEREFORE, in consideration of One Dollar (\$1.00) each to the other in hand paid, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, the Grantors and City agree as follows:

1. The Grantors hereby grants and conveys to City a limited easement on its property to enable City to perform the work referred to above.

2. City shall repair and restore to original condition any property owned by Grantors that may become damaged as a result of the work referred to above.

3. City shall indemnify and hold harmless Grantors, their successors and assigns, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorneys' fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of repairs to City's culvert.


4. This Limited Easement may not be amended except by agreement in writing signed by the parties hereto.

5. The Limited Easement will automatically be deemed void following the completion of the culvert repair project.

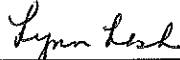
6. This Limited Easement encompasses the entire agreement between Grantors and City. There is an understanding between Grantors and Grantors that no promises, inducements, or commitments have being made in conjunction with this Agreement which are not explicitly set forth herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Deed of Limited Easement the day and year first above written.

GRANTORS:



William J. Lesh



Lynn Lesh

GRANTEE:

CITY OF SCRANTON



Paige Cognetti, Mayor



Joseph O'Brien, Solicitor

LIMITED EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and executed this 2nd day of November, 2021, by and between MICHAEL P. KOWANICK of 2813 Frink Street, Scranton Pennsylvania (hereafter the "Grantor")

And

CITY OF SCRANTON, with a principal office of 340 North Washington Avenue Scranton, PA 18503 (hereafter "City")

BACKGROUND

- A. The Grantor is the owner of property at 2813 Frink Street, Scranton Pennsylvania 18504, more fully described in the Deed attached hereto as Exhibit "A".
- B. City wishes to perform debris removal and embankment stabilization on Lindy Creek and the Crisp Avenue culvert under Lindy Creek in Scranton, Pennsylvania. A copy of the City's plan is attached hereto as Exhibit "B".
- C. City has requested and Grantor is willing, to grant a limited easement over Grantor's property at 2813 Frink Street, Scranton Pennsylvania 18504, in order to allow City to remove debris and stabilize the embankment on Crisp Avenue and the culvert under Lindy Creek.

AGREEMENT

NOW THEREFORE, in consideration of One Dollar (\$1.00) each to the other in hand paid, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, the Grantor and City agree as follows:

1. The Grantor hereby grants and conveys to City a limited easement on its property to enable City to perform the work referred to above.
2. City shall repair and restore to original condition any property owned by Grantor that may become damaged as a result of the work referred to above.

3. City shall indemnify and hold harmless Grantor, his successors and assigns, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorneys' fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of repairs to City's culvert.


4. This Limited Easement may not be amended except by agreement in writing signed by the parties hereto.

5. The Limited Easement will automatically be deemed void following the completion of the culvert repair project.

6. This Limited Easement encompasses the entire agreement between Grantor and City. There is an understanding between Grantor and Grantor that no promises, inducements, or commitments have being made in conjunction with this Agreement which are not explicitly set forth herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Deed of Limited Easement the day and year first above written.


GRANTOR:



Michael P. Kowanick

GRANTEE:

CITY OF SCRANTON



Paige Cognetti, Mayor



Joseph O'Brien, Solicitor

LIMITED EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and executed this 21st day of October, 2021, by and between WILLIAM and CINDY E. BARTELS of 204 Crisp Avenue, Scranton Pennsylvania (hereafter the "Grantors")

And

CITY OF SCRANTON, with a principal office of 340 North Washington Avenue Scranton, PA 18503 (hereafter "City")

BACKGROUND

A. The Grantors are the owners of property of 204 Crisp Avenue, Scranton Pennsylvania 18504, more fully described in the Deed attached hereto as Exhibit "A".

B. City wishes to perform debris removal and embankment stabilization on Lindy Creek and the Crisp Avenue culvert under Lindy Creek in Scranton, Pennsylvania. A copy of the City's plan is attached hereto as Exhibit "B".

C. City has requested and Grantors are willing, to grant a limited easement over their property at 204 Crisp Avenue, Scranton Pennsylvania 18504, in order to allow City to remove debris and stabilize the embankment on Crisp Avenue and the culvert under Lindy Creek.

AGREEMENT

NOW THEREFORE, in consideration of One Dollar (\$1.00) each to the other in hand paid, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, the Grantors and City agree as follows:

1. The Grantors hereby grants and conveys to City a limited easement on its property to enable City to perform the work referred to above.
2. City shall repair and restore to original condition any property owned by Grantors that may become damaged as a result of the work referred to above.

3. City shall indemnify and hold harmless Grantors, their successors and assigns, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorneys' fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of repairs to City's culvert.

4. This Limited Easement may not be amended except by agreement in writing signed by the parties hereto.

5. The Limited Easement will automatically be deemed void following the completion of the culvert repair project.

6. This Limited Easement encompasses the entire agreement between Grantors and City. There is an understanding between Grantors and Grantors that no promises, inducements, or commitments have being made in conjunction with this Agreement which are not explicitly set forth herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Deed of Limited Easement the day and year first above written.

GRANTORS:

William Bartels
William Bartels

Cindy E Bartel
Cindy E. Bartels

GRANTEE:

CITY OF SCRANTON

Paige Cognetti
Paige Cognetti, Mayor

Joseph O'Brien
Joseph O'Brien, Solicitor

LIMITED EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and executed this 2nd day of November, 2021 by and between JOSEPH SAITA of 207 Crisp Avenue, Scranton Pennsylvania (hereafter the "Grantor")

And

CITY OF SCRANTON, with a principal office of 340 North Washington Avenue Scranton, PA 18503 (hereafter "City")

BACKGROUND

- A. The Grantor is the owner of property at 207 Crisp Avenue, Scranton Pennsylvania 18504, more fully described in the Deed attached hereto as Exhibit "A".
- B. City wishes to perform debris removal and embankment stabilization on Lindy Creek and the Crisp Avenue culvert under Lindy Creek in Scranton, Pennsylvania. A copy of the City's plan is attached hereto as Exhibit "B".
- C. City has requested, and Grantor is willing, to grant a limited easement over his property at 207 Crisp Avenue, Scranton Pennsylvania 18504, in order to allow City to remove debris and stabilize the embankment on Crisp Avenue and the culvert under Lindy Creek.

AGREEMENT

NOW THEREFORE, in consideration of One Dollar (\$1.00) each to the other in hand paid, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, the Grantor and City agree as follows:

1. The Grantor hereby grants and conveys to City a limited easement on its property to enable City to perform the work referred to above.
2. City shall repair and restore to original condition any property owned by Grantor that may become damaged as a result of the work referred to above.

3. City shall indemnify and hold harmless Grantor, his successors and assigns, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorneys' fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of repairs to City's culvert.

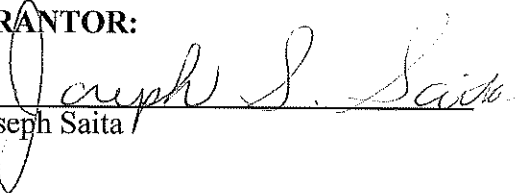
4. This Limited Easement may not be amended except by agreement in writing signed by the parties hereto.

5. The Limited Easement will automatically be deemed void following the completion of the culvert repair project.

6. This Limited Easement encompasses the entire agreement between Grantor and City. There is an understanding between Grantor and Grantor that no promises, inducements, or commitments have being made in conjunction with this Agreement which are not explicitly set forth herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Deed of Limited Easement the day and year first above written.


GRANTOR:



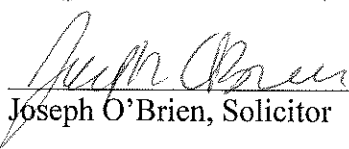
Joseph Saita

GRANTEE:

CITY OF SCRANTON



Paige Cognetti, Mayor



Joseph O'Brien, Solicitor

LIMITED EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and executed this 2nd day of November, 2021, by and between WILLIAM and CAROL ANN BONACCI of 2702 Swetland Street, Scranton Pennsylvania (hereafter the “Grantors”)

And

CITY OF SCRANTON, with a principal office of 340 North Washington Avenue Scranton, PA 18503 (hereafter “City”)

BACKGROUND

A. The Grantors are the owners of property of 2702 Swetland Street, Scranton Pennsylvania 18504, more fully described in the Deed attached hereto as Exhibit “A”.

B. City wishes to perform debris removal and embankment stabilization on Lindy Creek and the Crisp Avenue culvert under Lindy Creek in Scranton, Pennsylvania. A copy of the City’s plan is attached hereto as Exhibit “B”.

C. City has requested and Grantors are willing, to grant a limited easement over their property at 2702 Swetland Street, Scranton Pennsylvania 18504, in order to allow City to remove debris and stabilize the embankment on Crisp Avenue and the culvert under Lindy Creek.

AGREEMENT

NOW THEREFORE, in consideration of One Dollar (\$1.00) each to the other in hand paid, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, the Grantors and City agree as follows:

1. The Grantors hereby grants and conveys to City a limited easement on its property to enable City to perform the work referred to above.

2. City shall repair and restore to original condition any property owned by Grantors that may become damaged as a result of the work referred to above.

3. City shall indemnify and hold harmless Grantors, their successors and assigns, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorneys' fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of repairs to City's wall.

4. This Limited Easement may not be amended except by agreement in writing signed by the parties hereto.

5. The Limited Easement will automatically be deemed void following the completion of the wall repair project.

6. This Limited Easement encompasses the entire agreement between Grantors and City. There is an understanding between Grantors and Grantors that no promises, inducements, or commitments have being made in conjunction with this Agreement which are not explicitly set forth herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Deed of Limited Easement the day and year first above written.

GRANTORS:

William Bonacci
William Bonacci

Deceased
Carol Ann Bonacci

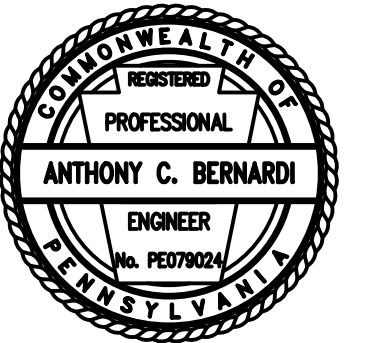
GRANTEE:

CITY OF SCRANTON

Paige G. Coggan
Paige Coggan, Mayor

Joseph O'Brien
Joseph O'Brien, Solicitor

**FEMA
DEBRIS
REMOVAL
PROJECT**



© 2020 LaBella Associates

**CITY OF
SCRANTON**

340 NORTH
WASHINGTON ROAD
SCRANTON, PA 18503

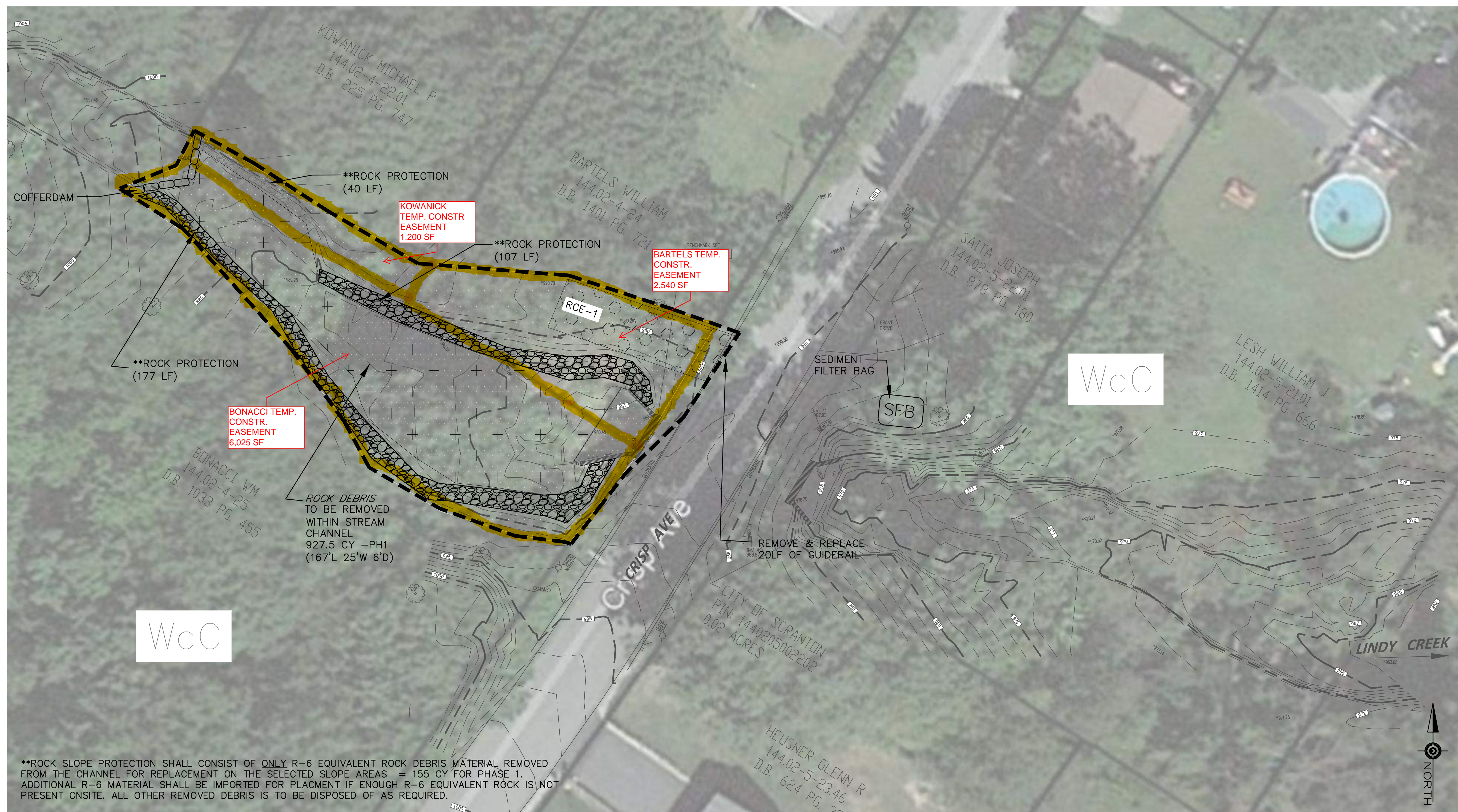
**LINDY CREEK AT CRISP AVE.
CULVERT - 259349**

NO.	DATE	DESCRIPTION
REVISIONS		
PROJECT NUMBER:		2192335
DRAWN BY:		ACB
REVIEWED BY:		DJO
ISSUED FOR:		CONSTRUCTION
DATE:		04/01/2021
DRAWING NAME:		

**SITE / E&S PLAN
PHASE 1**

DRAWING NUMBER:

1A



**ROCK SLOPE PROTECTION SHALL CONSIST OF ONLY R-6 EQUIVALENT ROCK DEBRIS MATERIAL REMOVED FROM THE CHANNEL FOR REPLACEMENT ON THE SELECTED SLOPE AREAS = 155 CY FOR PHASE 1. ADDITIONAL R-6 MATERIAL SHALL BE IMPORTED FOR PLACEMENT IF ENOUGH R-6 EQUIVALENT ROCK IS NOT PRESENT ONSITE. ALL OTHER REMOVED DEBRIS IS TO BE DISPOSED OF AS REQUIRED.

GENERAL NOTES:

1. SEDIMENT AND/OR ROCK DEPOSITS IN THE WATERCOURSE TO BE REMOVED SHALL ONLY BE REMOVED DOWN TO THE ELEVATION OF THE ADJACENT WATER SURFACE AT THE TIME OF REMOVAL.
2. THE EXISTING CHANNEL BED WITHIN THE AREA OF DEBRIS REMOVAL SHALL NOT BE GRADED FLAT AND A LOW FLOW CHANNEL SHALL BE PRESERVED OR PROVIDED.
3. THE EXISTING VEGETATION AND TREES LOCATED ALONG THE STREAM BANKS AT THE PROJECT LOCATION SHALL BE PROTECTED AND MAINTAINED TO ALL PRACTICABLE EXTENT. HOWEVER, VEGETATIVE DEBRIS WITHIN THE CHANNEL IN THE PROJECT AREA AND/OR TREES LEANING OVER THE CHANNEL WITHIN A 35 DEGREE ANGLE OFF OF THE WATER SURFACE SHALL BE REMOVED.
4. ANY APPLICABLE IN-STREAM WORK RESTRICTION TIME FRAMES FOR WILD TROUT AND/OR TROUT STOCKING AS PER THE PA FISH & BOAT COMMISSION REGULATIONS SHALL BE STRICTLY ADHERED TO. THIS SITE WATERCOURSE (LINDY CREEK) IS DIRECTLY TRIBUTARY TO A SECTION OF THE LACKAWANNA RIVER CLASSIFIED AS NON-CLASS A WILD TROUT AND HAS AN IN-STREAM WORK RESTRICTION (NO WORK TO OCCUR) BETWEEN OCTOBER 1ST TO DECEMBER 31ST (PAF&B WAIVER MAY APPLY).
5. THE PROJECT SITE GENERAL AREA CONTAINS RIVERINE WETLANDS AS PER RECENT NWI MAPPING.
6. THE PROJECT SITE IS LOCATED WITHIN A REGULATORY FLOOD ZONE (SPECIAL FLOOD HAZARD AREA ZONE AE) AS PER FEMA FLOOD MAP NUMBER 42069C0212D. THE BASE FLOOD ELEVATION WITHIN THE PROJECT AREA IS 986.0.

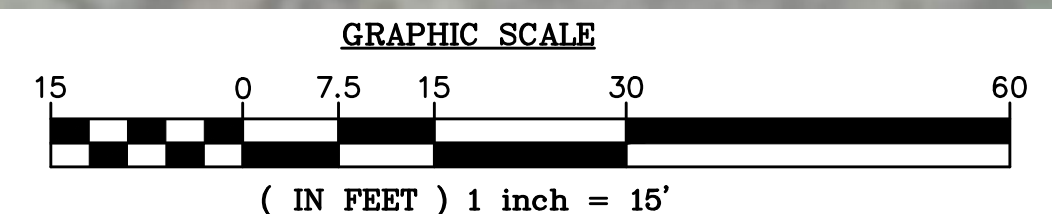
EARTHWORK WITHIN STREAM CHANNEL NOTES (AS PER PP. 42 OF THE PA E&S MANUAL - 2012):

7. WHENEVER POSSIBLE, WORK SHOULD BE SCHEDULED FOR LOW FLOW SEASONS. BASE FLOWS FOR MINOR STREAM CHANNELS ARE TO BE DIVERTED PAST THE WORK AREA. FOR MAJOR STREAM CHANNELS (NORMAL FLOW WIDTH >10 FEET) BASE FLOW SHALL BE DIVERTED WHEREVER POSSIBLE. ALL SUCH BYPASSES MUST BE COMPLETED AND STABILIZED PRIOR TO DIVERTING FLOW. WHERE DIVERSION IS NOT POSSIBLE OR WHERE IT CAN BE SHOWN THAT THE POTENTIAL ENVIRONMENTAL DAMAGE WOULD BE GREATER WITH DIVERTED FLOW, THIS REQUIREMENT MAY BE WAIVED. IN EITHER CASE, THE DURATION OF THE DISTURBANCE MUST BE MINIMIZED. ALL DISTURBED AREAS WITHIN THE CHANNEL MUST BE STABILIZED PRIOR TO RETURNING BASE FLOW TO THE PORTION OF THE CHANNEL AFFECTED BY THE EARTHWORK (CHAPTER 15 - PA E&S MANUAL 2012).
8. ANY IN-CHANNEL EXCAVATIONS SHOULD BE DONE FROM THE TOP OF BANK WHEREVER POSSIBLE UNLESS THIS WOULD REQUIRE REMOVAL OF MATURE TREES TO ACCESS THE CHANNEL. WHERE IT IS NOT POSSIBLE TO WORK FROM TOP OF BANK, A TEMPORARY CROSSING OR CAUSEWAY (FIGURE 3.8 PA E&S MANUAL 2012) MAY BE USED TO PROVIDE A WORKING PAD FOR ANY EQUIPMENT WITHIN THE CHANNEL. UPON COMPLETION, THE CROSSING OR CAUSEWAY MUST BE REMOVED AND ALL CHANNEL ENTRANCES RESTORED, AS MUCH AS POSSIBLE, TO PRE-CONSTRUCTION CONFIGURATIONS, AND STABILIZED. IF IT CAN BE SHOWN THAT THERE WOULD BE LESS DISTURBANCE TO THE CHANNEL BY NOT USING WORK PADS (E.G. CERTAIN STREAM RESTORATIONS), WORK WITHIN A LIVE STREAM CHANNEL MAY BE APPROVED BY THE DEPARTMENT ON A CASE-BY-CASE BASIS.
9. ALL EXCAVATED MATERIALS THAT WILL NOT BE USED ON-SITE SHALL BE IMMEDIATELY REMOVED TO A DISPOSAL SITE HAVING AN APPROVED E&S PLAN. THE ONLY EXCAVATED MATERIAL TO BE USED ONSITE IS R-6 EQUIVALENT ROCK FOR EMBANKMENT RESTORATION.
10. ANY WATER PUMPED FROM EXCAVATED AREAS MUST BE FILTERED PRIOR TO DISCHARGING INTO SURFACE WATERS.
11. SUITABLE PROTECTION MUST BE PROVIDED FOR THE STREAM CHANNEL FROM ANY DISTURBED AREAS THAT HAVE NOT YET ACHIEVED STABILIZATION.

CALL BEFORE YOU DIG !
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE - STOP CALL
Pennsylvania One Call System, Inc.
1-800-242-1776

PENNSYLVANIA ONE CALL
CITY OF SCRANTON
SERIAL NUMBER: 20210352003
DATE: 02-04-2021
*ALL UNDERGROUND UTILITY FACILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND SHOULD NOT BE USED TO ESTABLISH THE ACTUAL LOCATION, COMPLETENESS AND ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES AND STRUCTURES CANNOT BE GUARANTEED.

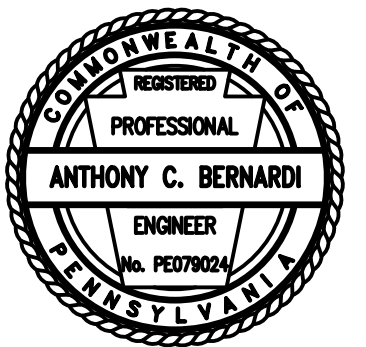
*CONTRACTOR MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PER ACT 187. CALL 1-800-242-1776.



LEGEND	EXISTING	PROPOSED
MAJOR CONTOUR	— 970 —	
MINOR CONTOUR	— — —	
SOIL TYPE BOUNDARY		----- WcC -----
ROCK CONSTRUCTION ENTRANCE		⊞⊞⊞⊞
TEMPORARY COFFERDAM		□□□□
LIMIT OF DISTURBANCE = 0.40 ACRES		— — — —
PROPERTY LINE		— — — —
ROCK DEBRIS REMOVAL AREA		⊞⊞⊞⊞
ROCK PROTECTION AREA (R-6 EQV.)		⊞⊞⊞⊞

*REQUIRED ACCESS/CONSTR. EASEMENT
WM BONACCI = 6,025 SF
WILLIAM BARTELS = 2,540 SF
MICHAEL KOWANICK = 1,200 SF

**FEMA
DEBRIS
REMOVAL
PROJECT**



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**CITY OF
SCRANTON**

340 NORTH
WASHINGTON ROAD
SCRANTON, PA 18503

**LINDY CREEK AT CRISP AVE.
CULVERT - 259349**

NO.	DATE	DESCRIPTION
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REVISIONS

PROJECT NUMBER: 2192335

DRAWN BY: ACB

REVIEWED BY: DJO

ISSUED FOR: CONSTRUCTION

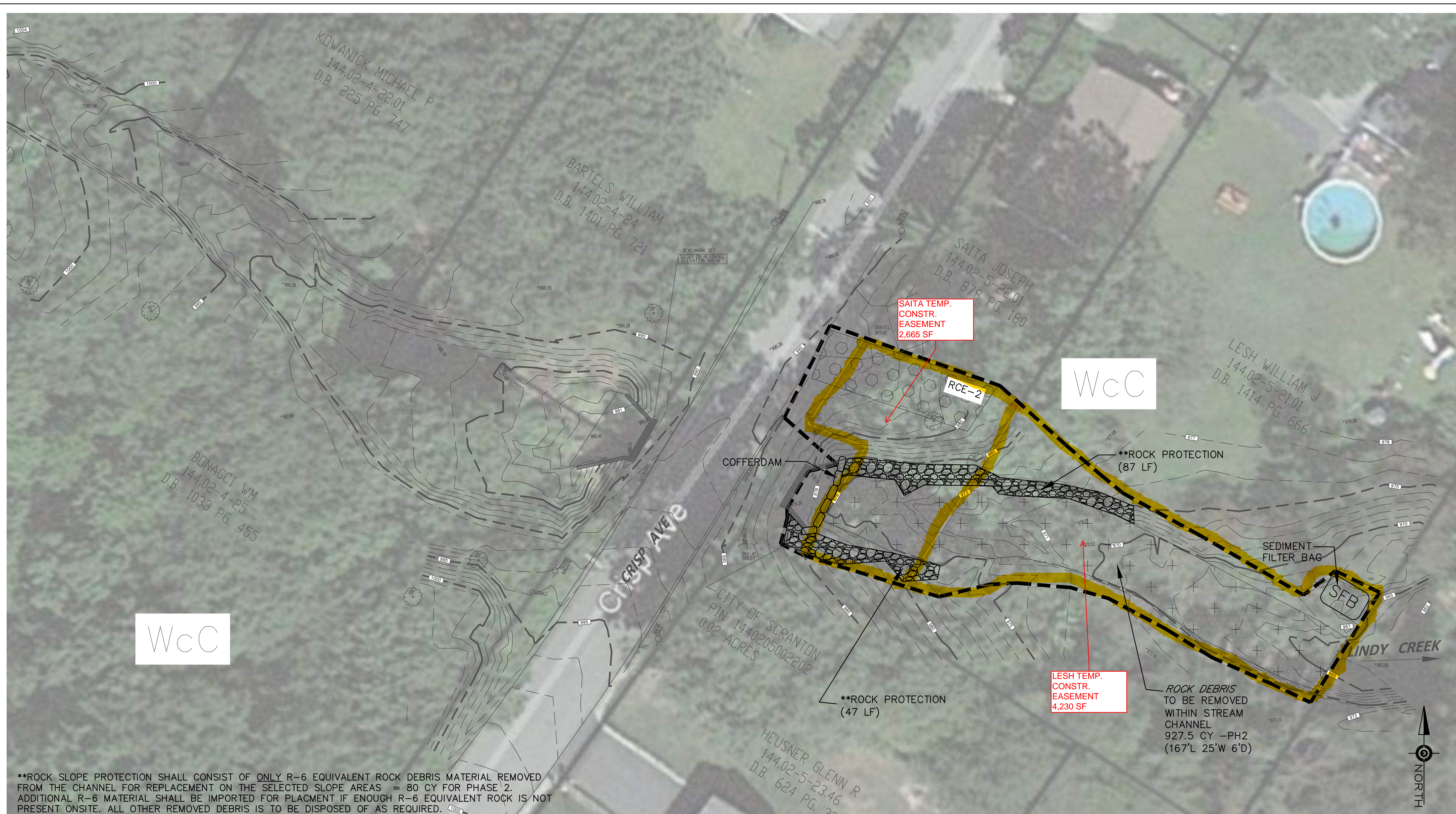
DATE: 04/01/2021

DRAWING NAME:

DRAWING NUMBER:

**SITE / E&S PLAN
PHASE 2**

1B



****ROCK SLOPE PROTECTION SHALL CONSIST OF ONLY R-6 EQUIVALENT ROCK DEBRIS MATERIAL REMOVED FROM THE CHANNEL FOR REPLACEMENT ON THE SELECTED SLOPE AREAS = 80 CY FOR PHASE 2. ADDITIONAL R-6 MATERIAL SHALL BE IMPORTED FOR PLACEMENT IF ENOUGH R-6 EQUIVALENT ROCK IS NOT PRESENT ON-SITE. ALL OTHER REMOVED DEBRIS IS TO BE DISPOSED OF AS REQUIRED.**

GENERAL NOTES:

1. SEDIMENT AND/OR ROCK DEPOSITS IN THE WATERCOURSE TO BE REMOVED SHALL ONLY BE REMOVED DOWN TO THE ELEVATION OF THE ADJACENT WATER SURFACE AT THE TIME OF REMOVAL.
2. THE EXISTING CHANNEL BED WITHIN THE AREA OF DEBRIS REMOVAL SHALL NOT BE GRADED FLAT AND A LOW FLOW CHANNEL SHALL BE PRESERVED OR PROVIDED.
3. THE EXISTING VEGETATION AND TREES LOCATED ALONG THE STREAM BANKS AT THE PROJECT LOCATION SHALL BE PROTECTED AND MAINTAINED TO ALL PRACTICABLE EXTENT. HOWEVER, VEGETATIVE DEBRIS WITHIN THE CHANNEL IN THE PROJECT AREA AND/OR TREES LEANING OVER THE CHANNEL WITHIN A 35 DEGREE ANGLE OFF OF THE WATER SURFACE SHALL BE REMOVED.
4. ANY APPLICABLE IN-STREAM WORK RESTRICTION TIME FRAMES FOR WILD TROUT AND/OR TROUT STOCKING AS PER THE PA FISH & BOAT COMMISSION REGULATIONS SHALL BE STRICTLY ADHERED TO. THIS SITE WATERCOURSE (LINDY CREEK) IS DIRECTLY TRIBUTARY TO A SECTION OF THE LACKAWANNA RIVER CLASSIFIED AS NON-CLASS A WILD TROUT AND HAS AN IN-STREAM WORK RESTRICTION (NO WORK TO OCCUR) BETWEEN OCTOBER 1ST TO DECEMBER 31ST.
5. THE PROJECT SITE GENERAL AREA CONTAINS RIVERINE WETLANDS AS PER RECENT NMI MAPPING.
6. THE PROJECT SITE IS LOCATED WITHIN A REGULATORY FLOOD ZONE (SPECIAL FLOOD HAZARD AREA ZONE AE) AS PER FEMA FLOOD MAP NUMBER 42069C0212D. THE BASE FLOOD ELEVATION WITHIN THE PROJECT AREA IS 986.0.

EARTHWORK WITHIN STREAM CHANNEL NOTES (AS PER PP. 42 OF THE PA E&S MANUAL - 2012):

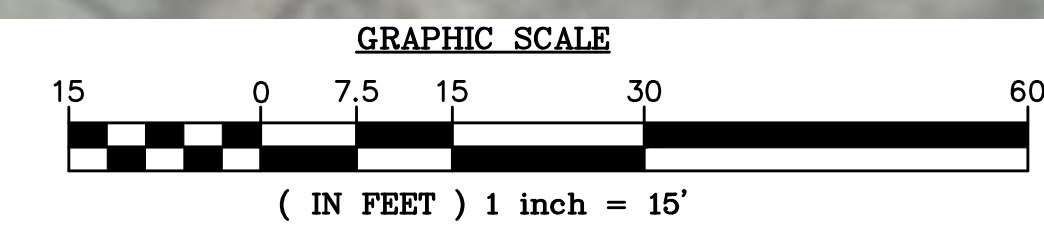
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LEGEND	EXISTING	PROPOSED
MAJOR CONTOUR	(Solid line)	(Dashed line)
MINOR CONTOUR	(Dashed line)	(Dotted line)
SOIL TYPE BOUNDARY	(Dashed line)	(Dotted line)
ROCK CONSTRUCTION ENTRANCE	(Dashed line)	(Dotted line)
TEMPORARY COFFERDAM	(Dashed line)	(Dotted line)
LIMIT OF DISTURBANCE = 0.40 ACRES	(Dashed line)	(Dotted line)
PROPERTY LINE	(Dashed line)	(Dotted line)
ROCK DEBRIS REMOVAL AREA	(Dashed line)	(Dotted line)
ROCK PROTECTION AREA (R-6 EQV.)	(Dashed line)	(Dotted line)

*REQUIRED ACCESS/CONSTR. EASEMENT
*REQUIRED ACCESS/CONSTRUCTION EASEMENT FROM JOSEPH SAITA = 2,665 SF
WILLIAM LESH = 4,230 SF

ATTACHMENT A – Affirmative Action Certification

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's

noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

ATTACHMENT B – Certificate of Non-Segregated Facilities

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

ATTACHMENT C – Non-Collusion Affidavit of Prime Bidder

Attachment C. Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being
first duly sworn, deposes and says that:

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has
submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20_____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20_____

ATTACHMENT D – Disclosures of Current Contractors

D. Disclosures by Current Contractors

List of Municipal Officials

Mayor of Scranton
Scranton City Councilpersons
Scranton Controller
Scranton Tax Collector

1. Provide the names and titles of all individuals providing professional services to the City including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.

- List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
- List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.

2. Since January 1, 2015, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.

3. Since January 1, 2015, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.

4. Since January 1, 2015 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.

5. Since January 1, 2015, has the contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company made any contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.

6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.

7. Since January 1, 2015, has the Contractor, officer, director, executive-level employee, or owner of at least five percent (5%) of the company conferred any gift of more than nominal value to any

individual on the list of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.

9. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, _____, hereby state that I am the owner of

_____ and that I am authorized to make this verification.

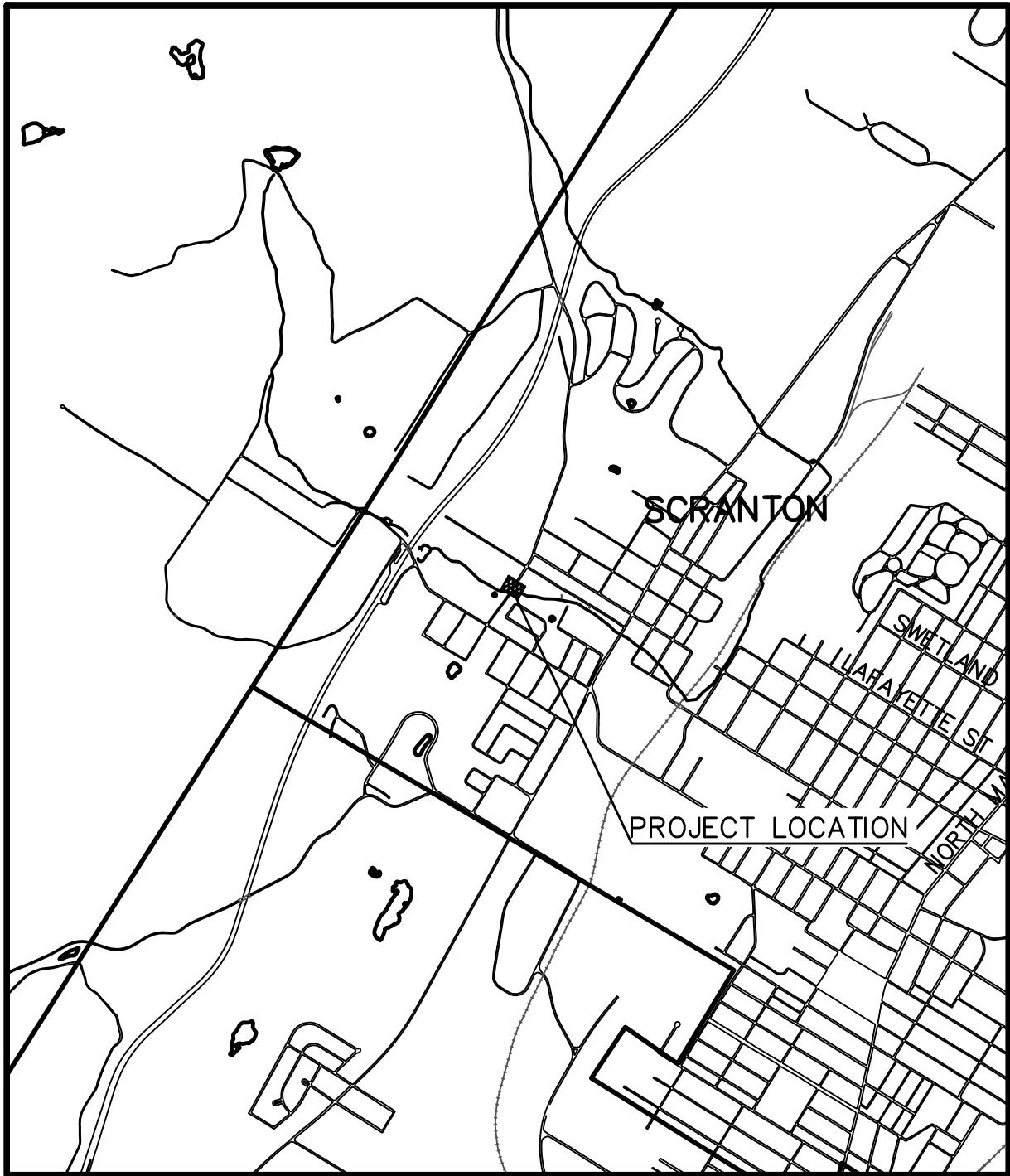
I verify that the facts set forth herein for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____

Date: _____

Location Maps & Site Plans

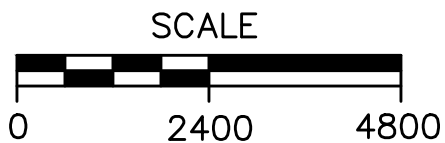
LOCATION MAP



LINDY CREEK AT CRISP AVE.

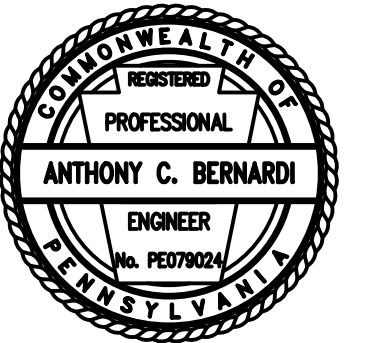
(259349) – SITE #10B

FEMA CATEGORY "A" DEBRIS REMOVAL
SCRANTON, PA



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PROJECT**



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**CITY OF
SCRANTON**

340 NORTH
WASHINGTON ROAD
SCRANTON, PA 18503

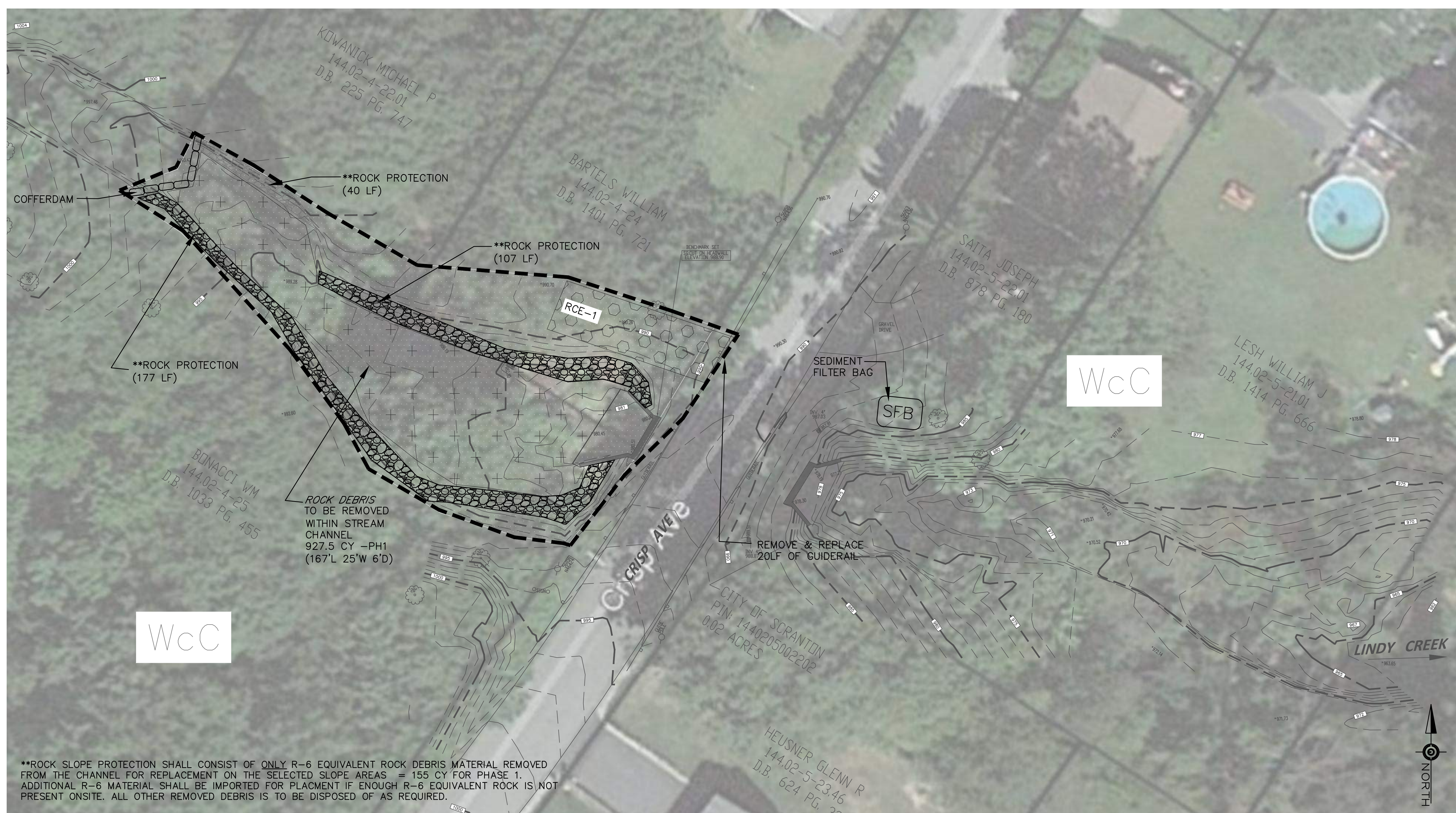
**LINDY CREEK AT CRISP AVE.
CULVERT - 259349**

NO.	DATE	DESCRIPTION
REVISIONS		
PROJECT NUMBER:		2192335
DRAWN BY:		ACB
REVIEWED BY:		DJO
ISSUED FOR:		CONSTRUCTION
DATE:		04/01/2021
DRAWING NAME:		

**SITE / E&S PLAN
PHASE 1**

DRAWING NUMBER:

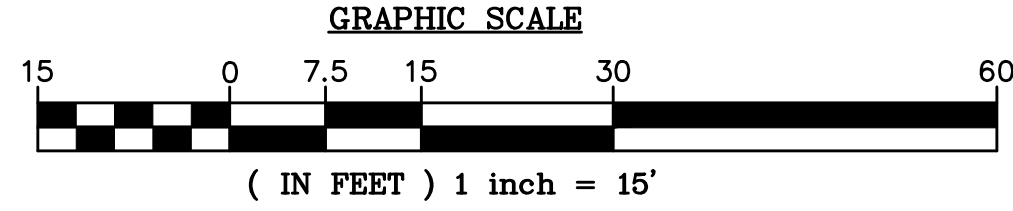
1A



- GENERAL NOTES:**
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DATE: 02-04-2021

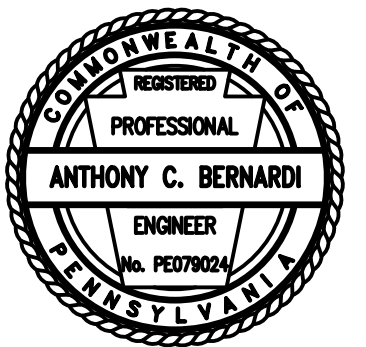
*ALL UNDERGROUND UTILITY FACILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND SHOULD NOT BE USED TO ESTABLISH THE ACTUAL LOCATION, COMPLETENESS AND ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES AND STRUCTURES CANNOT BE GUARANTEED.

*CONTRACTOR MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PER ACT 187. CALL 1-800-242-1776.

LEGEND

	EXISTING	PROPOSED
MAJOR CONTOUR	— 970 —	
MINOR CONTOUR	— — —	
SOIL TYPE BOUNDARY		----- WcC -----
ROCK CONSTRUCTION ENTRANCE		⊞⊞⊞⊞
TEMPORARY COFFERDAM		□□□□
LIMIT OF DISTURBANCE = 0.40 ACRES		— — — —
PROPERTY LINE		— — — —
ROCK DEBRIS REMOVAL AREA		⊞⊞⊞⊞
ROCK PROTECTION AREA (R-6 EQV.)		⊞⊞⊞⊞
*REQUIRED ACCESS/CONSTR. EASEMENT		⊞⊞⊞⊞
*REQUIRED ACCESS/CONSTRUCTION EASEMENT FROM WM BONACCI = 6,025 SF		⊞⊞⊞⊞
WILLIAM BARTELS = 2,540 SF		⊞⊞⊞⊞
MICHAEL KOWANICK = 1,200 SF		⊞⊞⊞⊞

**FEMA
DEBRIS
REMOVAL
PROJECT**



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**CITY OF
SCRANTON**

340 NORTH
WASHINGTON ROAD
SCRANTON, PA 18503

**LINDY CREEK AT CRISP AVE.
CULVERT - 259349**

NO.	4/13/2021	PA DEP REVIEW COMMENT REVISIONS
DATE:		DESCRIPTION:
REVISIONS		
PROJECT NUMBER:	2192335	
DRAWN BY:	ACB	
REVIEWED BY:	DJO	
ISSUED FOR:	CONSTRUCTION	
DATE:	04/01/2021	
DRAWING NAME:		

**SITE / E&S PLAN
PHASE 2**

DRAWING NUMBER:

1B



****ROCK SLOPE PROTECTION SHALL CONSIST OF ONLY R-6 EQUIVALENT ROCK DEBRIS MATERIAL REMOVED FROM THE CHANNEL FOR REPLACEMENT ON THE SELECTED SLOPE AREAS = 80 CY FOR PHASE 2. ADDITIONAL R-6 MATERIAL SHALL BE IMPORTED FOR PLACEMENT IF ENOUGH R-6 EQUIVALENT ROCK IS NOT PRESENT ONSITE. ALL OTHER REMOVED DEBRIS IS TO BE DISPOSED OF AS REQUIRED.**

GENERAL NOTES:

1. SEDIMENT AND/OR ROCK DEPOSITS IN THE WATERCOURSE TO BE REMOVED SHALL ONLY BE REMOVED DOWN TO THE ELEVATION OF THE ADJACENT WATER SURFACE AT THE TIME OF REMOVAL.
2. THE EXISTING CHANNEL BED WITHIN THE AREA OF DEBRIS REMOVAL SHALL NOT BE GRADED FLAT AND A LOW FLOW CHANNEL SHALL BE PRESERVED OR PROVIDED.
3. THE EXISTING VEGETATION AND TREES LOCATED ALONG THE STREAM BANKS AT THE PROJECT LOCATION SHALL BE PROTECTED AND MAINTAINED TO ALL PRACTICABLE EXTENT. HOWEVER, VEGETATIVE DEBRIS WITHIN THE CHANNEL IN THE PROJECT AREA AND/OR TREES LEANING OVER THE CHANNEL WITHIN A 35 DEGREE ANGLE OFF OF THE WATER SURFACE SHALL BE REMOVED.
4. ANY APPLICABLE IN-STREAM WORK RESTRICTION TIME FRAMES FOR WILD TROUT AND/OR TROUT STOCKING AS PER THE PA FISH & BOAT COMMISSION REGULATIONS SHALL BE STRICTLY ADHERED TO. THIS SITE WATERCOURSE (LINDY CREEK) IS DIRECTLY TRIBUTARY TO A SECTION OF THE LACKAWANNA RIVER CLASSIFIED AS NON-CLASS A WILD TROUT AND HAS AN IN-STREAM WORK RESTRICTION (NO WORK TO OCCUR) BETWEEN OCTOBER 1ST TO DECEMBER 31ST.
5. THE PROJECT SITE GENERAL AREA CONTAINS RIVERINE WETLANDS AS PER RECENT NMI MAPPING.
6. THE PROJECT SITE IS LOCATED WITHIN A REGULATORY FLOOD ZONE (SPECIAL FLOOD HAZARD AREA ZONE AE) AS PER FEMA FLOOD MAP NUMBER 42069C0212D. THE BASE FLOOD ELEVATION WITHIN THE PROJECT AREA IS 986.0.

EARTHWORK WITHIN STREAM CHANNEL NOTES (AS PER PP. 42 OF THE PA E&S MANUAL - 2012):

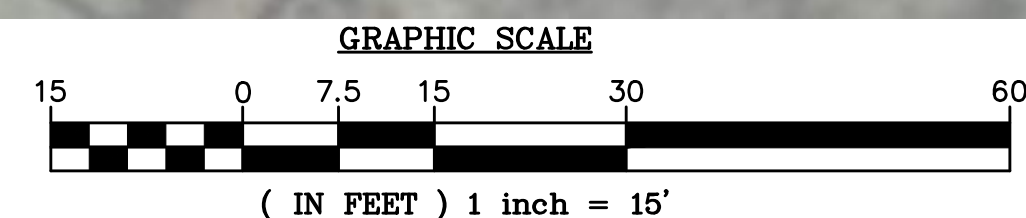
7. WHENEVER POSSIBLE, WORK SHOULD BE SCHEDULED FOR LOW FLOW SEASONS. BASE FLOWS FOR MINOR STREAM CHANNELS ARE TO BE DIVERTED PAST THE WORK AREA. FOR MAJOR STREAM CHANNELS (NORMAL FLOW WIDTH >10 FEET) BASE FLOW SHALL BE DIVERTED WHEREVER POSSIBLE. ALL SUCH BYPASSES MUST BE COMPLETED AND STABILIZED PRIOR TO DIVERTING FLOW. WHERE DIVERSION IS NOT POSSIBLE OR WHERE IT CAN BE SHOWN THAT THE POTENTIAL ENVIRONMENTAL DAMAGE WOULD BE GREATER WITH DIVERTED FLOW, THIS REQUIREMENT MAY BE WAIVED. IN EITHER CASE, THE DURATION OF THE DISTURBANCE MUST BE MINIMIZED. ALL DISTURBED AREAS WITHIN THE CHANNEL MUST BE STABILIZED PRIOR TO RETURNING BASE FLOW TO THE PORTION OF THE CHANNEL AFFECTED BY THE EARTHWORK (CHAPTER 15 - PA E&S MANUAL 2012).
8. ANY IN-CHANNEL EXCAVATIONS SHOULD BE DONE FROM THE TOP OF BANK WHEREVER POSSIBLE UNLESS THIS WOULD REQUIRE REMOVAL OF MATURE TREES TO ACCESS THE CHANNEL. WHERE IT IS NOT POSSIBLE TO WORK FROM TOP OF BANK, A TEMPORARY CROSSING OR CAUSEWAY (FIGURE 3.8 PA E&S MANUAL 2012) MAY BE USED TO PROVIDE A WORKING PAD FOR ANY EQUIPMENT WITHIN THE CHANNEL. UPON COMPLETION, THE CROSSING OR CAUSEWAY MUST BE REMOVED AND ALL CHANNEL ENTRANCES RESTORED, AS MUCH AS POSSIBLE, TO PRE-CONSTRUCTION CONFIGURATIONS, AND STABILIZED. IF IT CAN BE SHOWN THAT THERE WOULD BE LESS DISTURBANCE TO THE CHANNEL BY NOT USING WORK PADS (E.G. CERTAIN STREAM RESTORATIONS), WORK WITHIN A LIVE STREAM CHANNEL MAY BE APPROVED BY THE DEPARTMENT ON A CASE-BY-CASE BASIS.
9. ALL EXCAVATED MATERIALS THAT WILL NOT BE USED ON-SITE SHALL BE IMMEDIATELY REMOVED TO A DISPOSAL SITE HAVING AN APPROVED E&S PLAN. THE ONLY EXCAVATED MATERIAL TO BE USED ONSITE IS R-6 EQUIVALENT ROCK FOR EMBANKMENT RESTORATION.
10. ANY WATER PUMPED FROM EXCAVATED AREAS MUST BE FILTERED PRIOR TO DISCHARGING INTO SURFACE WATERS.
11. SUITABLE PROTECTION MUST BE PROVIDED FOR THE STREAM CHANNEL FROM ANY DISTURBED AREAS THAT HAVE NOT YET ACHIEVED STABILIZATION.

CALL BEFORE YOU DIG !
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE - STOP CALL
Pennsylvania One Call System, Inc.
1-800-242-1776

PENNSYLVANIA ONE CALL
CITY OF SCRANTON
SERIAL NUMBER: 20210352003
DATE: 02-04-2021

*ALL UNDERGROUND UTILITY FACILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND SHOULD NOT BE USED TO ESTABLISH THE ACTUAL LOCATION. COMPLETENESS AND ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES AND STRUCTURES CANNOT BE GUARANTEED.

*CONTRACTOR MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PER ACT 187. CALL 1-800-242-1776.



LEGEND	EXISTING	PROPOSED
MAJOR CONTOUR	—(979)—	
MINOR CONTOUR	—	
SOIL TYPE BOUNDARY		----- WcC -----
ROCK CONSTRUCTION ENTRANCE		—(R-6)—
TEMPORARY COFFERDAM		—(C)—
LIMIT OF DISTURBANCE = 0.40 ACRES		—(D)—
PROPERTY LINE		—(P)—
ROCK DEBRIS REMOVAL AREA		—(R)—
ROCK PROTECTION AREA (R-6 EQV.)		—(R-6)—
*REQUIRED ACCESS/CONSTR. EASEMENT		—(A)—
*REQUIRED ACCESS/CONSTRUCTION EASEMENT FROM JOSEPH SAITA = 2,665 SF		—(S)—
*REQUIRED ACCESS/CONSTRUCTION EASEMENT FROM WILLIAM LESH = 4,230 SF		—(L)—

STANDARD E&S PLAN NOTES

- ALL EARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS SHALL BE DONE IN ACCORDANCE WITH THE APPROVED E&S PLAN. A COPY OF THE APPROVED DRAWINGS (STAMPED, SIGNED AND DATED BY THE REVIEWING AGENCY) MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. THE REVIEWING AGENCY SHALL BE NOTIFIED OF ANY CHANGES TO THE APPROVED PLAN PRIOR TO IMPLEMENTATION OF THOSE CHANGES. THE REVIEWING AGENCY MAY REQUIRE A WRITTEN SUBMITTAL OF THOSE CHANGES FOR REVIEW AND APPROVAL AT ITS DISCRETION.
- AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING CLEARING AND GRUBBING, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNER, APPROPRIATE MUNICIPAL OFFICIALS, THE E&S PLAN PREPARER, THE PCSM PLAN PREPARER, THE LICENSED PROFESSIONAL RESPONSIBLE FOR OVERSIGHT OF CRITICAL STAGES OF IMPLEMENTATION OF THE PCSM PLAN, AND A REPRESENTATIVE FROM THE LOCAL CONSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING.
- AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM, INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
- ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM THE LOCAL CONSERVATION DISTRICT OR BY THE DEPARTMENT PRIOR TO IMPLEMENTATION.
- AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL.
- CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMPS SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS E&S PLAN.
- AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN.
- TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED AT THE LOCATION(S) SHOWN ON THE PLAN MAP(S) IN THE AMOUNT NECESSARY TO COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS THAT ARE TO BE STABILIZED BY VEGETATION. EACH STOCKPILE SHALL BE PROTECTED IN THE MANNER SHOWN ON THE PLAN DRAWINGS. STOCKPILE HEIGHTS SHALL NOT EXCEED 35 FEET. STOCKPILE SLOPES SHALL BE 2H:1V OR FLATTER.
- IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE LOCAL CONSERVATION DISTRICT AND/OR THE REGIONAL OFFICE OF THE DEPARTMENT.
- WASTE MATERIALS FOR THIS SITE WILL INCLUDE CLEARED VEGETATION, EXCESS SOIL AND STONE.
- ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET. SEQ., 271.1, AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
- ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.
- ALL PUMPING OF WATER FROM ANY WORK AREAS SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN, OVER UNDISTURBED VEGETATED AREAS.
- UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPS SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND REMETTING MUST BE PERFORMED IMMEDIATELY. IF THE E&S BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPS, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.
- A LOG SHOWING DATES THAT E&S BMPS WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION.
- SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEEP INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.
- ALL SEDIMENT REMOVED FROM BMPs SHALL BE HAULED OFF SITE TO AN AREA WITH AN APPROVED E&S PLAN.
- HAY OR STRAW MULCH MUST BE APPLIED AT 3 TONS PER ACRE.
- STRAW MULCH SHALL BE APPLIED IN LONG STRANDS, NOT CHOPPED OR FINELY BROKEN.
- AREAS WHICH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 TO 5 INCHES – 6 TO 12 INCHES ON COMPACTED SOILS – PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING. FILL OUTSLOPES SHALL HAVE A MINIMUM OF 2 INCHES OF TOPSOIL.
- ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.
- ALL EARTHEN FILLS SHALL BE PLACED IN COMPACTED LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.

STANDARD E&S PLAN NOTES (CONTINUED)

- FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOD, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.
- FROZEN MATERIALS OR SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS.
- FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.
- SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.
- ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY UPON REACHING FINISHED GRADE. CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILLS NEED NOT BE VEGETATED. SEEDED AREAS WITHIN 50 FEET OF A SURFACE WATER, OR AS OTHERWISE SHOWN ON THE PLAN DRAWINGS, SHALL BE BLANKETED ACCORDING TO THE STANDARDS OF THIS PLAN.
- IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OPERATOR SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING MONTHS, MULCH OR PROTECTIVE BLANKETING SHALL BE APPLIED AS DESCRIBED IN THE PLAN. AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR, MAY BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY STABILIZATION SPECIFICATIONS. THOSE AREAS WHICH WILL NOT BE REACTIVATED WITHIN 1 YEAR SHALL BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS.
- PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM, PERENNIAL 70% VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION. CUT AND FILL SLOPES SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING, OR OTHER MOVEMENTS.
- E&S BMPS SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT.
- UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE LOCAL CONSERVATION DISTRICT FOR AN INSPECTION PRIOR TO REMOVAL/CONVERSION OF THE E&S BMPS.
- AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPS MUST BE REMOVED OR CONVERTED TO PERMANENT POST CONSTRUCTION STORMWATER MANAGEMENT BMPS. AREAS DISTURBED DURING REMOVAL OR CONVERSION OF THE BMPS SHALL BE STABILIZED IMMEDIATELY. IN ORDER TO ENSURE RAPID REVEGETATION OF DISTURBED AREAS, SUCH REMOVAL/CONVERSIONS ARE TO BE DONE ONLY DURING THE GERMINATING SEASON.
- FAILURE TO CORRECTLY INSTALL E&S BMPS, FAILURE TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BMPS MAY RESULT IN ADMINISTRATIVE, CIVIL, AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY THE DEPARTMENT AS DEFINED IN SECTION 602 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES, UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.
- ENVIRONMENTAL DUE DILLIGENCE: 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. REGULATED FILL IS WASTE AND MUST BE MANAGED IN ACCORDANCE WITH DEPARTMENT'S MUNICIPAL OR RESIDUAL WASTE REGULATIONS BASED ON 25 PA. CODE CHAPTERS 287 RESIDUAL WASTE MANAGEMENT OR 271 MUNICIPAL WASTE MANAGEMENT, WHICHEVER IS APPLICABLE.
- CLEAN FILL 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. IT DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE SURFACE WATERS UNLESS OTHERWISE AUTHORIZED, MILLED ASPHALT, OR ASPHALT THAT HAS BEEN PROCESSED FOR RE-USE.
- APPLICANTS AND/OR OPERATORS MUST USE ENVIRONMENTAL DUE DILIGENCE TO ENSURE FILL MATERIALS ASSOCIATED WITH THIS PROJECT QUALIFY AS CLEAN FILL.
- NO INCREASE IN IMPERVIOUS AREA IS PROPOSED. THEREFORE, NO THERMAL IMPACTS ARE ANTICIPATED FOR THE PROJECT.
- NO NATURALLY OCCURRING GEOLOGIC FORMATIONS OR SOIL CONDITIONS THAT MAY HAVE THE POTENTIAL TO CAUSE POLLUTION DURING EARTH DISTURBANCE ACTIVITIES EXIST ON SITE.
- THE PROPOSED LIMIT OF DISTURBANCE FOR THIS PROJECT IS 0.40 ACRES.
- THE PROJECT SITE GENERAL AREA CONTAINS RIVERINE WETLANDS AS PER RECENT NWI MAPPING.
- THE PROJECT SITE IS LOCATED WITHIN A REGULATORY FLOOD ZONE AS PER FEMA FLOOD MAP NUMBER 42069C0212D.

STREAM CLASSIFICATION

AS LISTED IN CHAPTER 93, WATER QUALITY STANDARDS, FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE RECEIVING WATER/WATERSHED, IS LINDY CREEK WHICH ARE CLASSIFIED AS COLD WATER FISHES, MIGRATORY FISHES (CWF, MF) IN THE PROJECT AREA.

THE PROJECT AREA IS TRIBUTARY TO IN A SECTION OF THE LACKAWANNA RIVER WITH A NON-CLASS A WLD TROUT IN-STREAM WORK RESTRICTION BETWEEN OCTOBER 1 AND DECEMBER 31 THAT SHALL BE FOLLOWED.

SEEDING PROCEDURES

TEMPORARY SEEDING:

- ALL AREAS TO BE TEMPORARILY SEEDED SHALL BE PREPARED BY APPLYING ONE (1) TON OF AGRICULTURAL GRADE LIMESTONE PER ACRE PLUS FERTILIZER AT THE RATE OF 50-50-50 PER ACRE. UPON COMPLETION OF THIS PREPARATION, THE SITE SHALL BE SEEDED ACCORDING TO THE FOLLOWING SCHEDULE:

FOR SPRING SEEDING (UP TO JUNE 15):	LB./ACRE
(A) ANNUAL RYEGRASS, OR	40
(B) SPRING OATS, OR	96 OATS
(C) SPRING OATS PLUS ANNUAL RYEGRASS	64 OATS, PLUS 20 ANNUAL OR PERENIAL RYEGRASS
FOR LATE SPRING AND SUMMER SEEDING (JUNE 16 TO AUGUST 15):	LB./ACRE
(A) SUDANGRASS, OR	40
(B) JAPANESE MILLET, OR	35
(C) ANNUAL RYEGRASS	40
FOR LATE SUMMER AND FALL SEEDING (AUGUST 15 ON):	LB./ACRE
(A) ANNUAL RYEGRASS, OR	40
(B) WINTER RYE, OR	168
(C) WINTER WHEAT	180

- AFTER SEEDING, MULCH WITH HAY OR STRAW AT A RATE OF 3 TONS PER ACRE.
- ANY DISTURBED AREAS NOT SUBJECT TO CONSTRUCTION TRAFFIC AND/OR WHERE ACTIVITY WILL CEASE FOR FOUR (4) OR MORE DAYS WILL IMMEDIATELY RECEIVE A TEMPORARY SEEDING. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, THE DISTURBED AREAS WILL BE MULCHED WITH STRAW OR EQUIVALENT MATERIAL AT A RATE OF 3 TONS PER ACRE.
- PERMANENT VEGETATION TO BE SEEDED OR SODDED ON ALL EXPOSED AREAS IMMEDIATELY AFTER FINAL GRADING. MULCH IS TO BE USED AS NECESSARY FOR PROTECTION UNTIL SEEDING IS ESTABLISHED.

ANCHOR MULCH WITH SPECIFIED MULCH BINDERS APPLIED AT THE FOLLOWING RATES:

- RECYCLED CELLULOSE FIBER. 320 POUNDS PER 1,000 SQUARE YARDS.
- WOOD FIBER. 320 POUNDS PER 1,000 SQUARE YARDS.
- NONASPHALTIC EMULSION. AT MANUFACTURER'S RECOMMENDED RATE.
- POLYVINYL ACETATE. AT MANUFACTURER'S RECOMMENDED RATE.
- RECYCLED CELLULOSE FIBER/WOOD FIBER MIXTURE. 310 POUNDS PER 1,000 SQUARE YARDS

APPLY WOOD FIBER MULCH HYDRAULICALLY IN ACCORDANCE WITH THE MANUFACTURER'S TANK-MIXING INSTRUCTIONS. IT MAY BE INCORPORATED AS AN INTEGRAL PART OF THE SLURRY AFTER THE SEED AND SOIL SUPPLEMENTS HAVE BEEN THOROUGHLY MIXED. APPLY UNIFORMLY AT THE RATE OF 210 POUNDS PER 1,000 SQUARE YARDS, UNLESS OTHERWISE INDICATED.

MULCH TACTIFIERS AND SYNTHETIC BINDERS TO ANCHOR MULCH MUST CONTAIN NO SOLVENTS OR DILUTING AGENTS THAT ARE TOXIC TO PLANT OR ANIMAL LIFE.

LIGHTWEIGHT PLASTIC, FIBER OR PAPER NETS MAY BE STAPLED OVER THE MULCH ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. DURING COLD WINTER/NONVEGETATIVE GROWTH SEASONS USE A EMULSION TACKIFIER (I.E. DIRTGLUE POLYMER EMULSION) FOR THE FOLLOWING TYPES OF APPLICATIONS:

- NON-DRIVING SURFACE DUST CONTROL AND EROSION CONTROL APPLICATIONS OF ALL TYPES
- SEDIMENT CONTROL
- BANK STABILIZATION FOR ELIMINATING NATURAL AND MAN MADE DUST, EROSION, AND SEDIMENT POLLUTION
- TACKIFIER FOR HYDROSEEDING
- CAPPING OF STORAGE PILES
- DUST CONTROL FOR TEMPORARY DRIVING SURFACES WITH EMPHASIS FOR CONSTRUCTION SITES AS AN ALTERNATIVE TO WATER SPRAYING
- DRIVING SURFACES FOR HOT, DRY CLIMATES

ANY AREA RECEIVING TEMPORARY SEEDING WHICH WILL BE LEFT FOR A PERIOD LONGER THAN ONE YEAR SHALL BE SEEDED WITH THE PERMANENT SEEDING MIXTURES.

PERMANENT SEEDING OR REVEGETATION OF DISTURBED AREA:

APPLY LIME: 6 TONS PER ACRE
 FERTILIZER: N,P,K (10-20-20) – 1,000 LBS. PER ACRE
 MULCH WITH: 140 LBS. STRAW PER 1,000 SQ. FT.
 SEEDING OPTIONS:

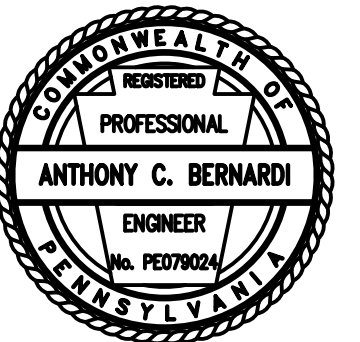
- SLOPES LESS THAN 3:1 – FORMULA D – 21 LBS. PER 1,000 S.Y.
TALL FESCUE – 15 LBS. PER 1,000 S.Y.
CREEPING RED FESCUE – 6 LBS. PER 1,000 S.Y.
MARCH 15 TO JUNE 1, OR AUGUST 1 TO OCTOBER 15
- AREAS NOT MOWED LESS THAN 3:1 – FORMULA W – 10.5 LBS. PER 1,000 S.Y.
TALL FESCUE – 7.5 LBS. PER 1,000 S.Y.
BIRDSFOOT TREFLOIL MIXTURE – 2.0 LBS. PER 1,000 S.Y.
REDTOP – 1.0 LBS. PER 1,000 S.Y.
APRIL 1 TO JUNE 15, OR AUGUST 16 TO SEPTEMBER 15
- ALL DISTURBED LAWN AREAS – FORMULA B – 21 LBS. PER 1,000 S.Y.
PERENNIAL RYEGRASS MIXTURE – 4 LBS. PER 1,000 S.Y.
CREEPING RED FESCUE – 6 LBS. PER 1,000 S.Y.
KENTUCKY BLUEGRASS MIXTURE – 11 LBS. PER 1,000 S.Y.
MARCH 15 TO JUNE 1, OR AUGUST 1 TO OCTOBER 15



1000 Dunham Drive, Suite B
Dunmore, PA 18512
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labellapc.com

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DEBRIS
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PROJECT



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CITY OF
SCRANTON

340 NORTH
WASHINGTON ROAD
SCRANTON, PA 18503

LINDY CREEK AT CRISP AVE.
CULVERT - 259349

	4/13/2021	-- PA DEP REVIEW COMMENT REVISIONS
NO.	DATE	DESCRIPTION

REVISIONS
PROJECT NUMBER: 2192335

DRAWN BY: ACB

REVIEWED BY: DJO

ISSUED FOR: CONSTRUCTION

DATE: 04/01/2021

DRAWING NAME:

E&S NOTES & DETAILS

DRAWING NUMBER:

SOILS

SOIL CHARACTERISTICS AND LIMITATIONS CAN BE FOUND FROM: "SOIL SURVEY OF LACKAWANNA AND WYOMING COUNTIES, PENNSYLVANIA," SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, 1982. FIGURE 2 IS A SOIL MAP OF THE SITE INDICATING THE TYPES OF SOILS AND THEIR LOCATIONS. THE MAIN SOIL TYPES ON THIS SITE ARE:

WcC - WELLSBORO CHANNERY LOAM, 8 TO 15% SLOPES (NOT HYDRIC)

ONSITE SOIL LIMITATIONS AND SOLUTIONS FOR CONSTRUCTION

1.) PLACEMENT OF TOPSOIL FOR LANDSCAPING AND VEGETATION ESTABLISHMENT:

DISTURBED ONSITE SOILS	RATINGS/LIMITATIONS
WcC	MODERATE: SLOPE

TOPSOIL IS USED IN AREAS WHERE VEGETATION IS TO BE ESTABLISHED AND MAINTAINED. SUITABILITY IS AFFECTED MAINLY BY THE EASE OF WORKING AND THE ABILITY TO SUPPORT PLANT LIFE. SUITABLE TOPSOIL MATERIAL CAN BE IMPORTED FROM ANOTHER SITE WITH AN APPROVED E&S PLAN.

2.) ROADFILL MATERIAL:

DISTURBED ONSITE SOILS	RATINGS/LIMITATIONS
WcC	MODERATE: FROST ACTION, SLOPE

ROADFILL IS SOIL MATERIAL USED IN EMBANKMENTS FOR ROADS. SOILS USED FOR ROADFILL SHOULD BE EASILY EXCAVATED AND HAVE GOOD WORKABILITY. THE LOAD SUPPORTING CAPACITY AND STABILITY ARE VERY IMPORTANT IN THE DESIGN AND CONSTRUCTION OF ROADS AND STREETS. THE CLASSIFICATIONS OF THE SOIL AND SOIL TEXTURE, DENSITY, SHRINK-SWELL POTENTIAL, AND FROST ACTION ARE INDICATORS OF TRAFFIC SUPPORTING CAPACITY. SOIL WETNESS, FLOODING, SLOPE, DEPTH TO BEDROCK OR VERY COMPACT LAYERS, AND CONTENT OF LARGE STONES AFFECT STABILITY AND EASE OF EXCAVATION.

FOR SOILS WITH A POOR RATING OR THAT CONTAIN UNDESIRABLE PROPERTIES FOR ROADFILL, A SUITABLE SOIL CAN BE IMPORTED FROM ANOTHER SITE WITH AN APPROVED E&S PLAN.

SEQUENCE OF CONSTRUCTION

ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED BEFORE ANY FOLLOWING STAGE IS INITIATED.

UPON TEMPORARY CESSATION OF EARTH DISTURBANCE ACTIVITIES, OR ANY STAGE OR PHASE OF AN ACTIVITY WHERE A CESSATION OF EARTH DISTURBANCE ACTIVITIES WILL EXCEED FOUR (4) DAYS, THE SITE SHALL BE IMMEDIATELY STABILIZED BY FOLLOWING THE SEEDING PROCEDURES PROVIDED ON THE PLANS.

- CONTACT THE LACKAWANNA CONSERVATION DISTRICT AND/OR THE PA DEP 72 HOURS BEFORE ANY EARTH DISTURBANCE ACTIVITIES SHALL BEGIN.
- IMPLEMENT THE REQUIRED MAINTENANCE AND PROTECTION OF TRAFFIC CONTROL MEASURES.

PHASE 1

3. CUT GUIDERAIL WHERE INDICATED FOR CONSTRUCTION ACCESS. CLEAR AND GRUB FOR ROCK CONSTRUCTION ENTRANCE #1. INSTALL ROCK CONSTRUCTION ENTRANCE #1 AS SHOWN ON PLANS. STABILIZE ANY DISTURBED EMBANKMENT AREAS TO BE VEGETATED WITH SEED AND EROSION CONTROL MATTING AS SPECIFIED ON THE PLANS.

4. DURING AN ADEQUATE PERIOD OF DRY WEATHER AND LOW OR NO STREAM BASE FLOW INSTALL THE TEMPORARY COFFERDAM AND BYPASS PUMP SYSTEM WITHIN THE EXISTING STREAM CHANNEL ALONG WITH SEDIMENT FILTER BAG AS PER THE PLAN AND DETAILS. DEWATER THE WORK AREA FOR THE PROPOSED DEBRIS REMOVAL AS NEEDED WITH THE SEDIMENT FILTER BAG.

5. REMOVE ROCK DEBRIS DEPOSIT WITHIN CHANNEL WITH AN EXCAVATOR OR SIMILAR EQUIPMENT FROM THE TOP OF BANK IF POSSIBLE. TRANSFER DEBRIS TO BE REMOVED ONTO TRIAXLE DUMP TRUCK FOR IMMEDIATE REMOVAL. THE DEBRIS IS TO BE SCOOPED AWAY/EXCAVATED DOWN TO THE ELEVATION OF THE ADJACENT WATER LEVEL ONLY, THEN LOADED ONTO TRUCKS AND HAULED AWAY TO AN APPROVED SITE IMMEDIATELY. ALL WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH PA DEP REQUIREMENTS/REGULATIONS. THE EXCAVATED MATERIAL SHALL NOT BE PUSHED/MOVED AROUND WITHIN THE STREAM CHANNEL WITH DOZERS OR ANY SIMILAR EQUIPMENT. THE EXISTING CHANNEL BED WITHIN THE AREA OF DEBRIS REMOVAL SHALL NOT BE GRADED FLAT AND A LOW FLOW CHANNEL SHALL BE PRESERVED OR PROVIDED.

6. INSTALL R-6 EQUIVALENT ROCK DEBRIS ALONG PORTIONS OF STREAMBANK TO BE RESTORED/PROTECTED AS INDICATED ON PLAN AND DETAILS. THE ONLY EXCAVATED MATERIAL TO BE USED ONSITE IS R-6 EQUIVALENT ROCK FOR EMBANKMENT RESTORATION.

7. REMOVE SEDIMENT FILTER BAG, TEMPORARY COFFERDAM AND BYPASS PUMP SYSTEM AND RE-ESTABLISH STREAM BASE FLOW WITHIN THE WORK AREA.

8. REMOVE ROCK CONSTRUCTION ENTRANCE #1 AND STABILIZE ANY REMAINING DISTURBED AREAS TO BE VEGETATED WITH SEED AND MULCH AS REQUIRED. REPLACE REMOVED SECTION OF GUIDERAIL.

9. FINAL STABILIZATION SHALL BE CONSIDERED TO BE ACHIEVED WHEN SEEDED AREAS HAVE, AT MINIMUM, A UNIFORM 70% PERENNIAL VEGETATIVE COVER.

PHASE 2

10. CLEAR AND GRUB FOR ROCK CONSTRUCTION ENTRANCE #2. INSTALL ROCK CONSTRUCTION ENTRANCE #2 AS SHOWN ON PLANS. STABILIZE ANY DISTURBED EMBANKMENT AREAS TO BE VEGETATED WITH SEED AND EROSION CONTROL MATTING AS SPECIFIED ON THE PLANS.

3. DURING AN ADEQUATE PERIOD OF DRY WEATHER AND LOW OR NO STREAM BASE FLOW INSTALL THE TEMPORARY COFFERDAM AND BYPASS PUMP SYSTEM WITHIN THE EXISTING STREAM CHANNEL ALONG WITH SEDIMENT FILTER BAG AS PER THE PLAN AND DETAILS. DEWATER THE WORK AREA FOR THE PROPOSED DEBRIS REMOVAL AS NEEDED WITH THE SEDIMENT FILTER BAG.

4. REMOVE ROCK DEBRIS DEPOSIT WITHIN CHANNEL WITH AN EXCAVATOR OR SIMILAR EQUIPMENT FROM THE TOP OF BANK IF POSSIBLE. TRANSFER DEBRIS TO BE REMOVED ONTO TRIAXLE DUMP TRUCK FOR IMMEDIATE REMOVAL. THE DEBRIS IS TO BE SCOOPED AWAY/EXCAVATED DOWN TO THE ELEVATION OF THE ADJACENT WATER LEVEL ONLY, THEN LOADED ONTO TRUCKS AND HAULED AWAY TO AN APPROVED SITE IMMEDIATELY. ALL WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH PA DEP REQUIREMENTS/REGULATIONS. THE EXCAVATED MATERIAL SHALL NOT BE PUSHED/MOVED AROUND WITHIN THE STREAM CHANNEL WITH DOZERS OR ANY SIMILAR EQUIPMENT. THE EXISTING CHANNEL BED WITHIN THE AREA OF DEBRIS REMOVAL SHALL NOT BE GRADED FLAT AND A LOW FLOW CHANNEL SHALL BE PRESERVED OR PROVIDED.

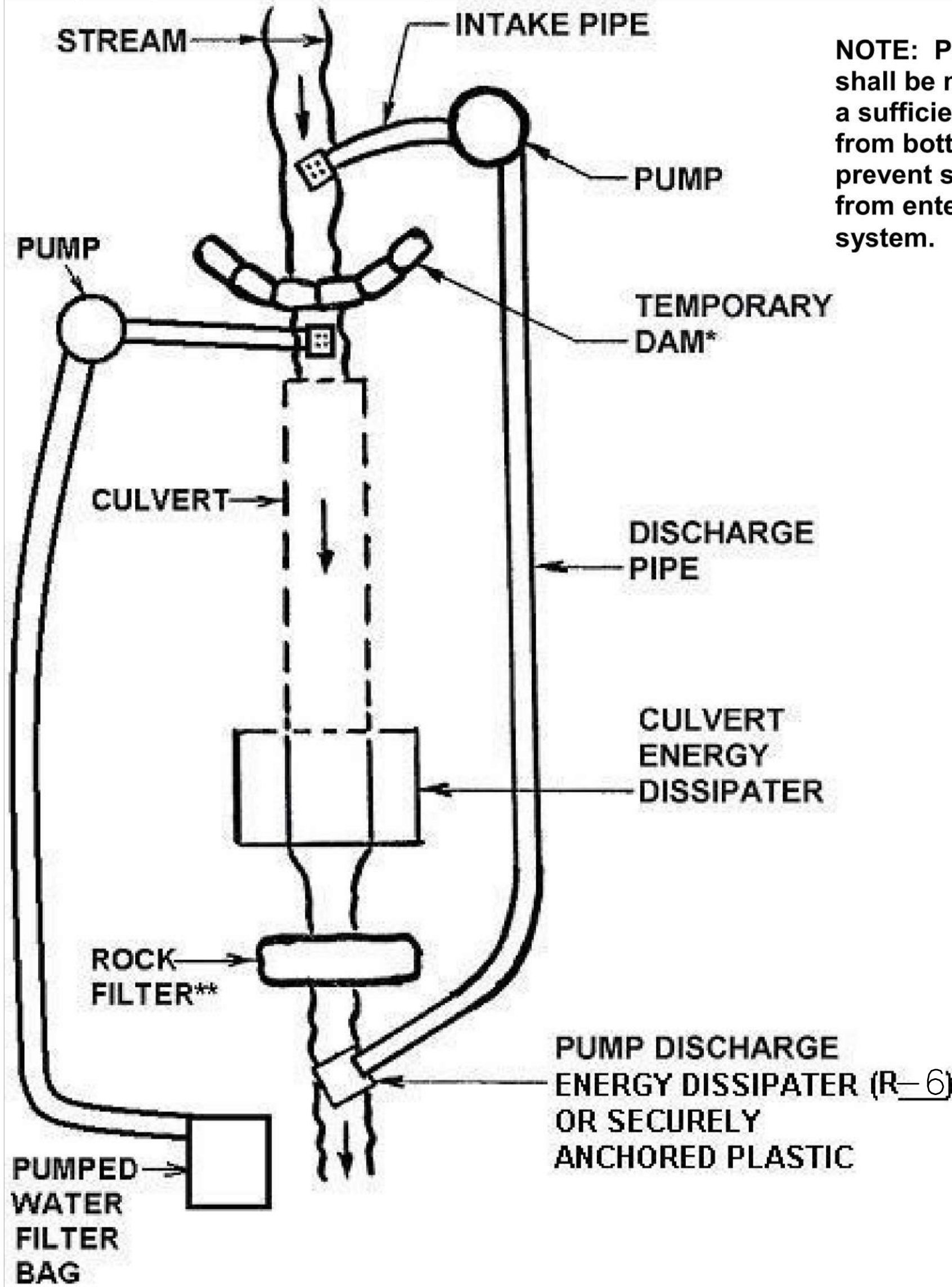
5. INSTALL R-6 EQUIVALENT ROCK DEBRIS ALONG PORTIONS OF STREAMBANK TO BE RESTORED/PROTECTED AS INDICATED ON PLAN AND DETAILS.

6. REMOVE SEDIMENT FILTER BAG, TEMPORARY COFFERDAM AND BYPASS PUMP SYSTEM AND RE-ESTABLISH STREAM BASE FLOW WITHIN THE WORK AREA.

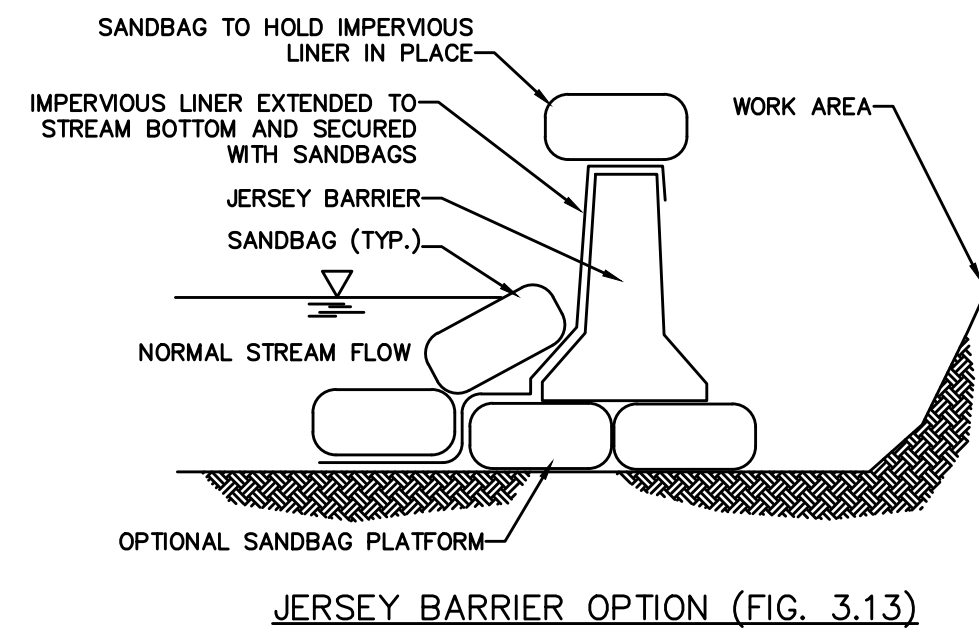
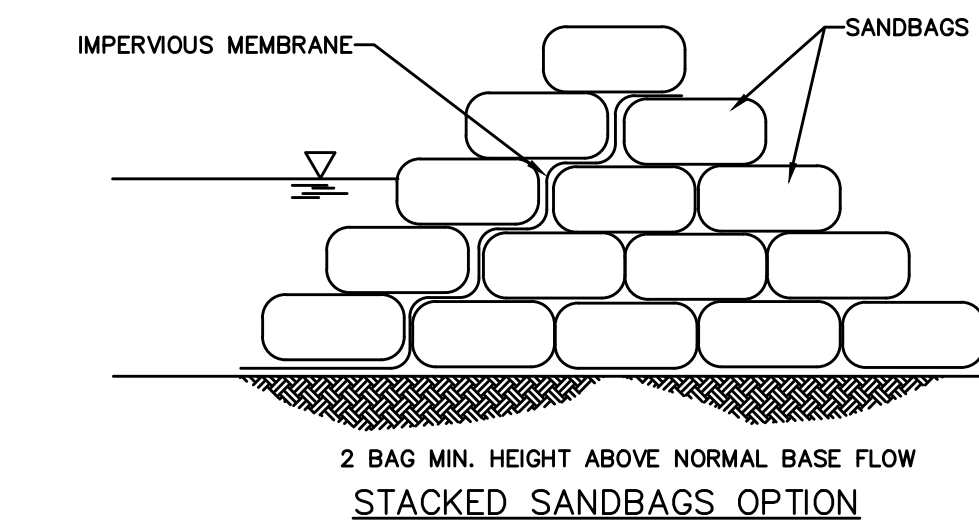
7. REMOVE ROCK CONSTRUCTION ENTRANCE #2 AND STABILIZE ANY REMAINING DISTURBED AREAS TO BE VEGETATED WITH SEED AND MULCH AS REQUIRED.

8. FINAL STABILIZATION SHALL BE CONSIDERED TO BE ACHIEVED WHEN SEEDED AREAS HAVE, AT MINIMUM, A UNIFORM 70% PERENNIAL VEGETATIVE COVER.

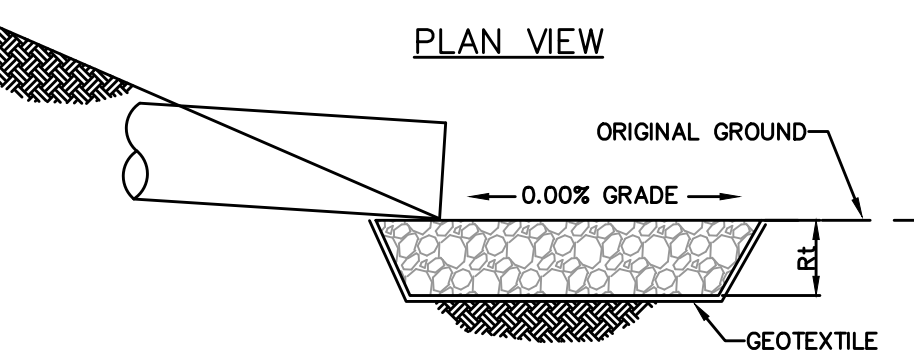
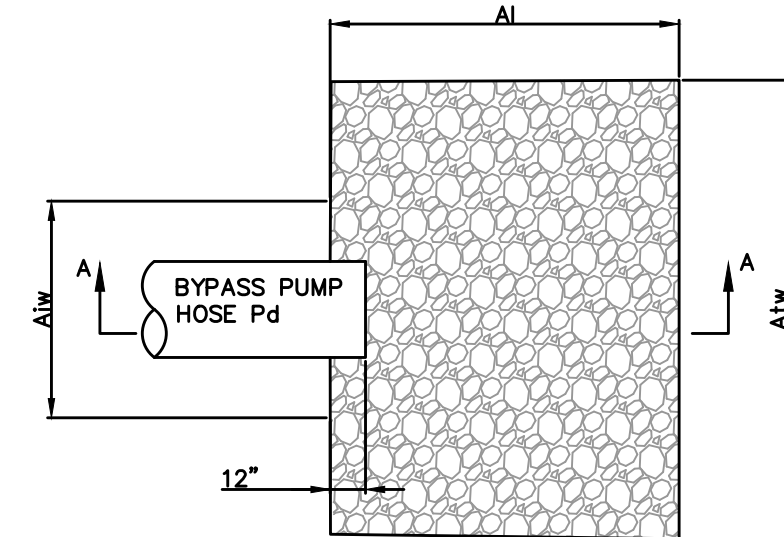
FIGURE 3.11
Temporary Cofferdam and Pump Bypass Around In-channel Work Areas



NOTE: Pump intake shall be maintained a sufficient distance from bottom to prevent sediment from entering the system.



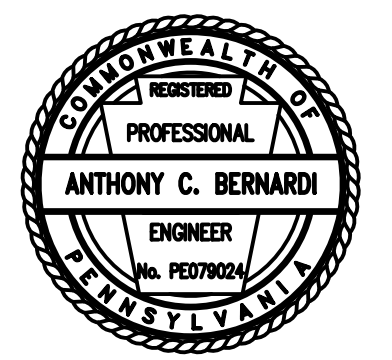
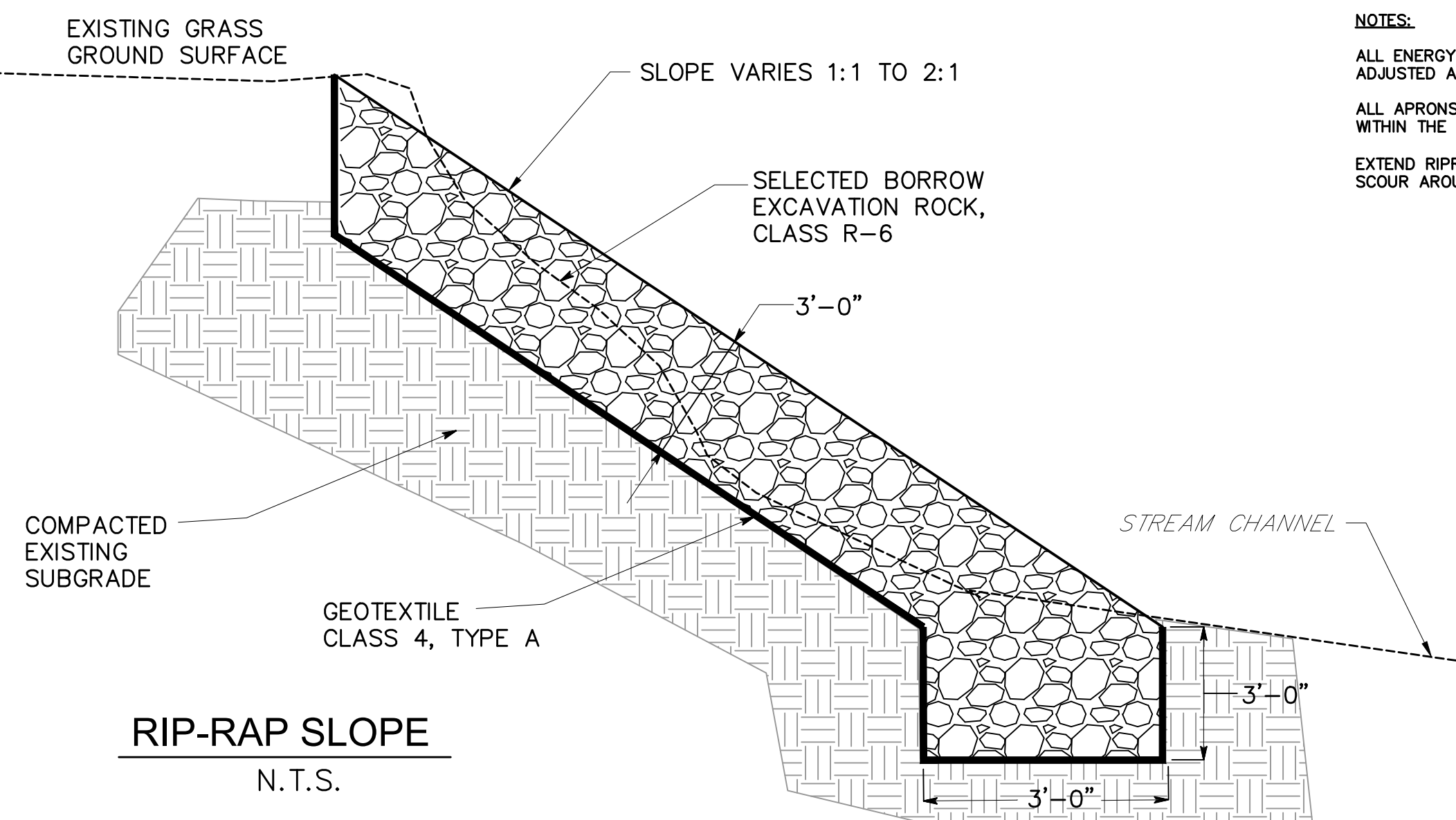
STANDARD CONSTRUCTION DETAIL #3-15
SANDBAG DIVERSION DAM OR COFFERDAM
N.T.S.



OUTLET NO.	PIPE DIA Pd (IN)	RIPRAP			APRON	
		SIZE R-6	THICK. Rt (IN)	LENGTH Al (FT)	INITIAL WIDTH Atw (FT)	TERMINAL WIDTH Atw (FT)
BYPASS	12	6	36	10	10	10

NOTES:
ALL ENERGY DISSIPATORS SHALL BE CONSTRUCTED TO THE DIMENSIONS SHOWN. TERMINAL WIDTHS SHALL BE ADJUSTED AS NECESSARY TO MATCH RECEIVING CHANNELS.
ALL APRONS SHALL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RUNOFF EVENT. DISPLACED RIPRAP WITHIN THE APRON SHALL BE REPLACED IMMEDIATELY.
EXTEND RIPRAP ON BACK SIDE OF APRON TO AT LEAST 1/2 DEPTH OF PIPE ON BOTH SIDES TO PREVENT SCOUR AROUND THE PIPE.

PUMP DISCHARGE ENERGY DISSIPATOR
N.T.S.



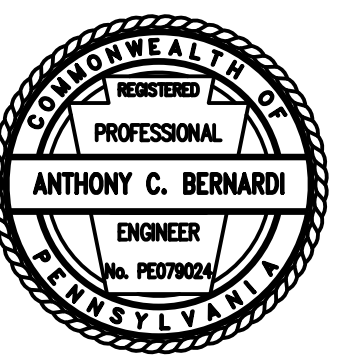
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**LINDY CREEK AT CRISP AVE.
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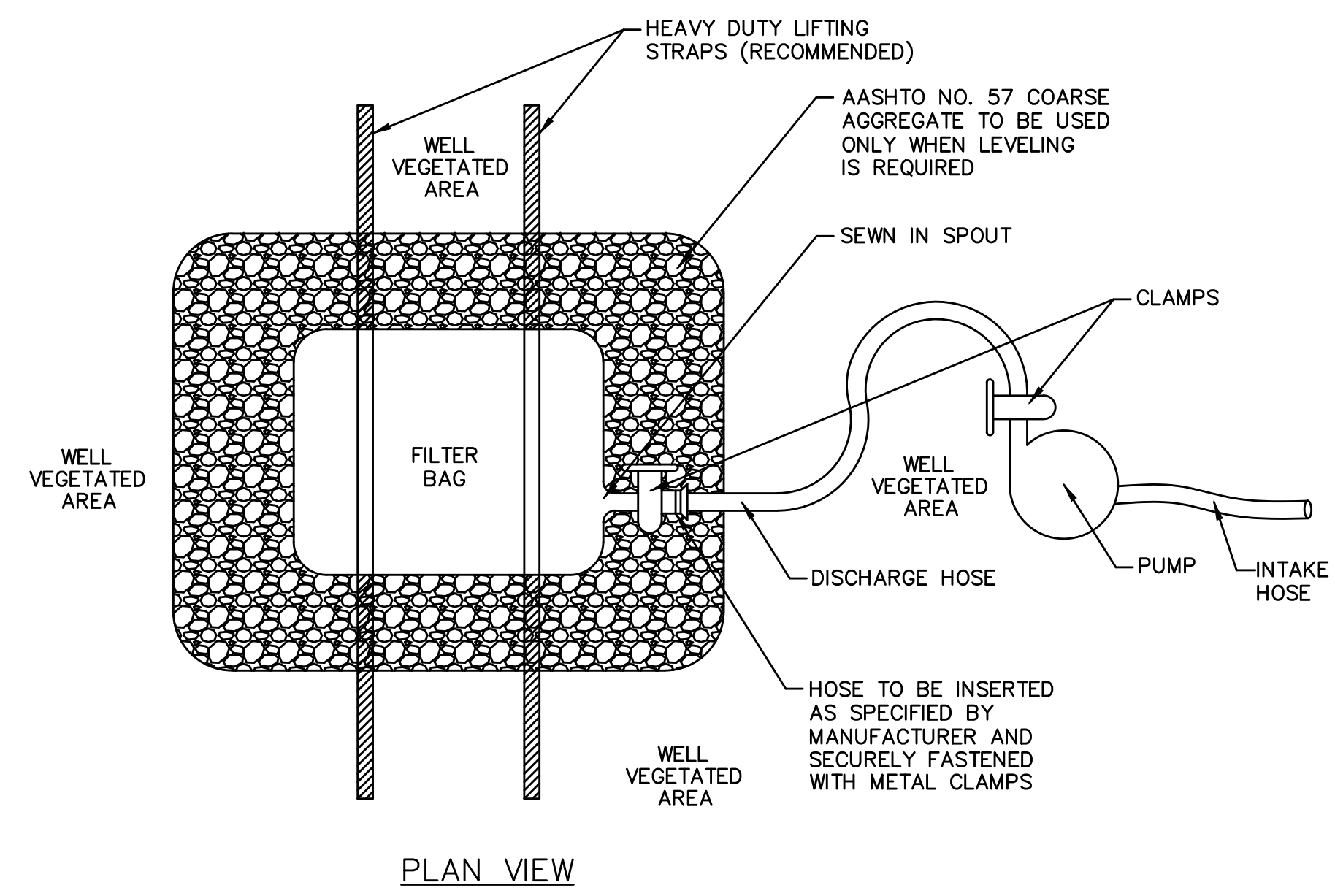
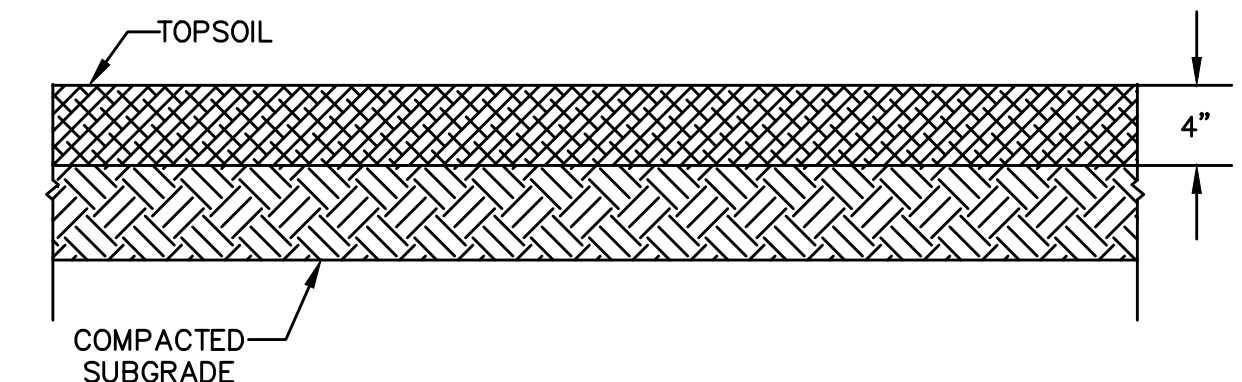


TABLE 11.1
CUBIC YARDS OF TOPSOIL REQUIRED FOR APPLICATION TO VARIOUS DEPTHS

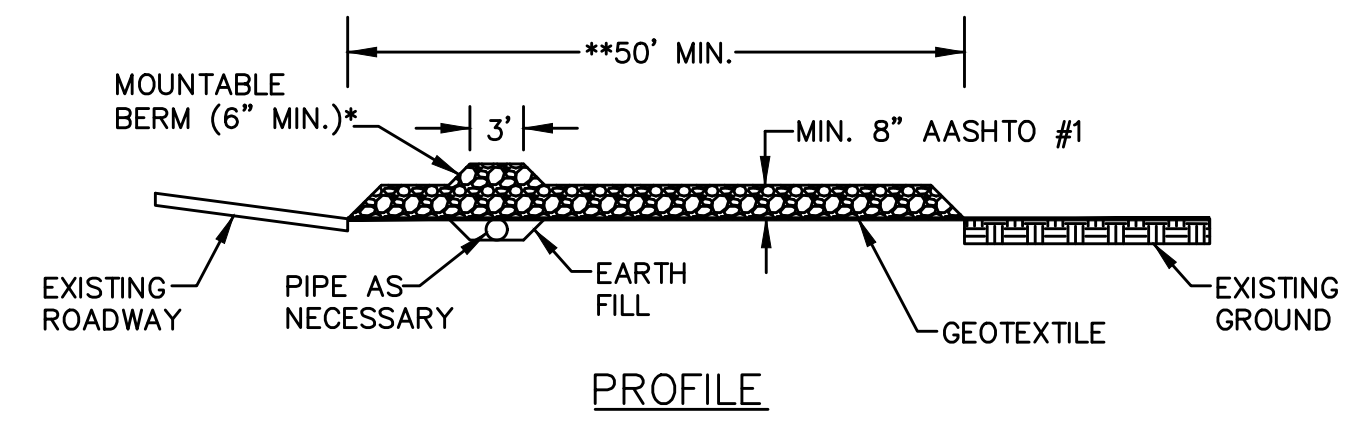
DEPTH (INCHES)	PER 1,000 SQUARE FEET	PER ACRE
1	3.1	134
2	6.2	268
3	9.3	403
4	12.4	537
5	15.5	672
6	18.6	806
7	21.7	940
8	24.8	1,074



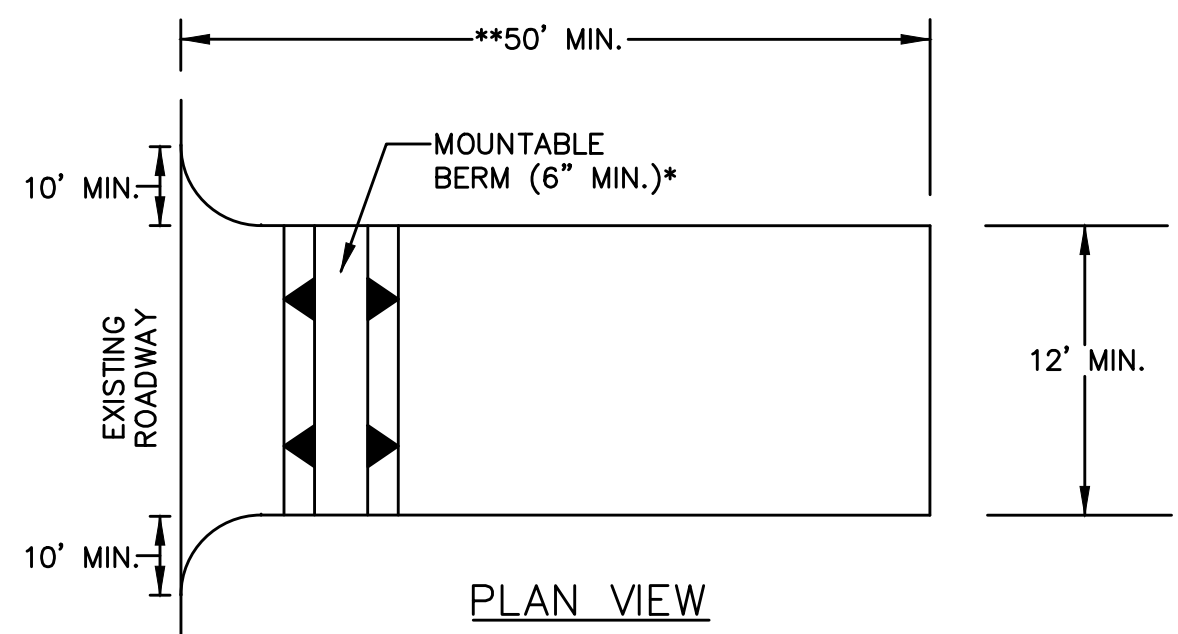
NOTE: TOPSOIL SHOULD CONTAIN 2-10% ORGANIC MATTER, CLAY 5-36%, SILT 10-70%, SAND 5-70%. TOPSOIL SHOULD BE PLACED ACCORDING TO PENNSYLVANIA DEPARTMENT OF TRANSPORTATION'S PUBLICATION 408, SECTION 802.

TOPSOIL SECTION

N.T.S.



PROFILE



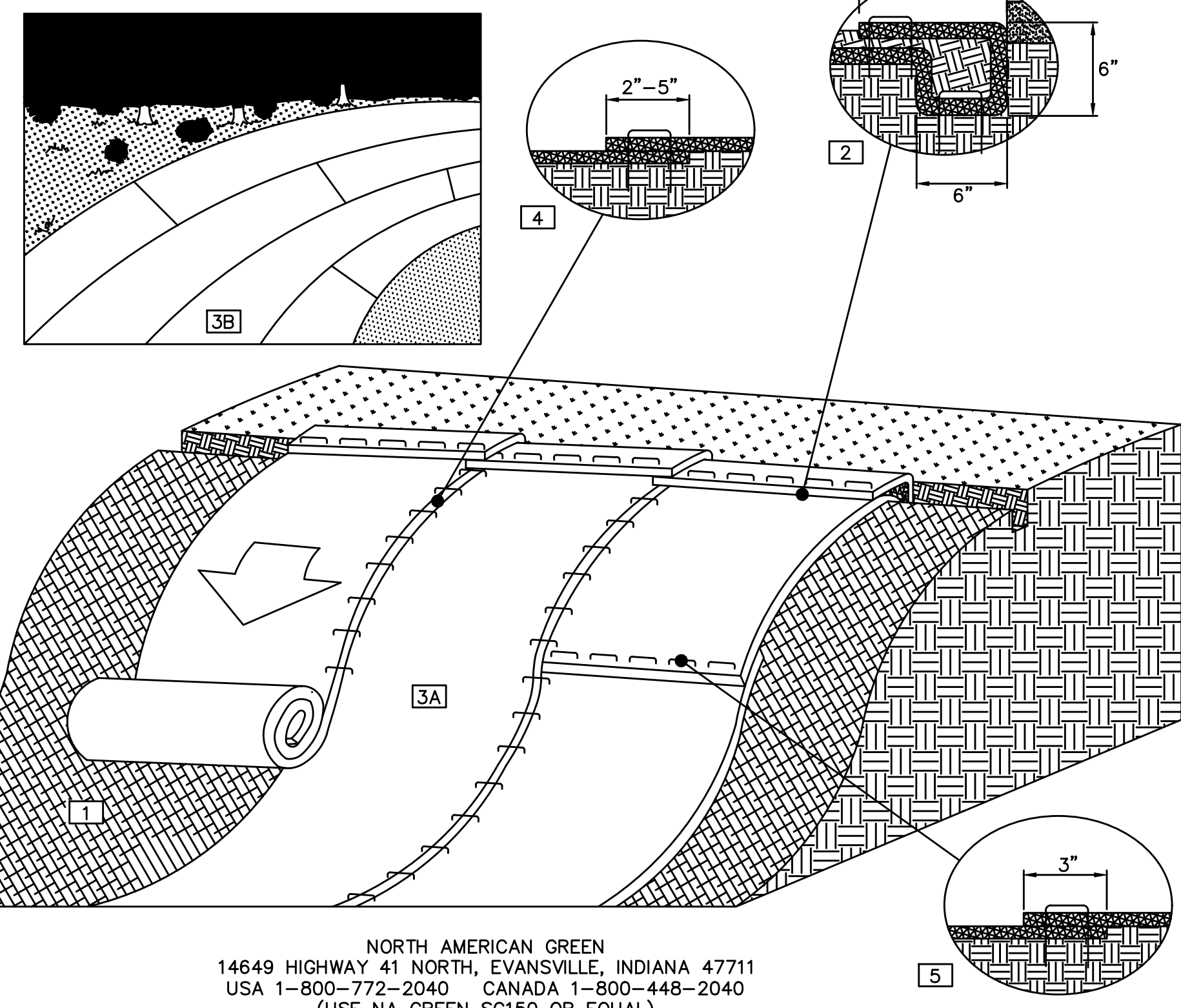
PLAN VIEW

* MOUNTABLE BERM USED TO PROVIDE PROPER COVER FOR PIPE (WHEN APPLICABLE)
** CONSTRUCT TO LENGTH SHOWN FOR ACCESS ROAD ON THE PLAN.

ROCK CONSTRUCTION ENTRANCE & ACCESS ROAD
N.T.S.

- ROCK CONSTRUCTION ENTRANCE NOTES:**
- 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.

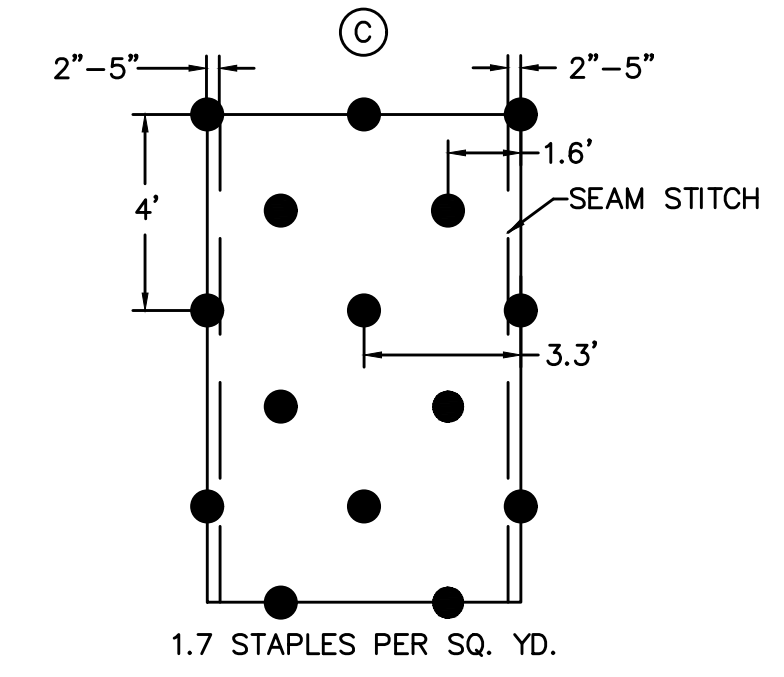
- MAINTENANCE:**
- ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF 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.



EROSION CONTROL MATTING (RECPS) INSTALLATION DETAIL

N.T.S.

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



FOR SLOPES 2:1 OR GREATER
N.T.S.

- PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECPS), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECPS IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF RECPS EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECPS WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO THE COMPACTED SOIL AND FOLD THE REMAINING 12" PORTION OF RECPS BACK OVER THE SEED AND COMPACTED SOIL. SECURE RECPS OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE RECPS.
- ROLL THE RECPS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. RECPS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECPS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE.
- THE EDGES OF PARALLEL RECPS MUST BE STAPLED WITH APPROXIMATELY 2"-5" OVERLAP DEPENDING ON THE RECPS TYPE.
- CONSECUTIVE RECPS SPICED DOWN THE SLOPE MUST BE END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE RECPS WIDTH.

- *NOTES:**
- IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE RECPS.
 - RECPS (EROSION CONTROL MATTING) ARE TO BE USED ON ALL PROPOSED SLOPES GREATER THAN 3:1.

- PUMPED WATER FILTER BAG 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 1/3 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 A 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 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.

PUMPED WATER FILTER BAG
N.T.S.