

PORT DEPOSIT, MARYLAND

Rock Run Embankment Stabilization

TOWN OF PORT DEPOSIT



TOWN OF PORT DEPOSIT
64 SOUTH MAIN STREET
PORT DEPOSIT, MARYLAND 21904

December 2025

PORT DEPOSIT, MARYLAND

ROCK RUN EMBANKMENT STABILIZATION

<u>TABLE OF CONTENTS</u>	<u>PAGES</u>
1. INVITATION TO BID	IFB-1
2. NOTICE TO BIDDERS	NTB-1
3. NON-RESIDENT CONTRACTOR NOTIFICATION	NRCN-1
4. GENERAL CONDITIONS	GC-1 – GC-8
5. INSURANCE PROVISIONS	IP-1 – IP-3
6. PROPOSAL	P-1 – P-6
7. SUBMITTAL REQUIREMENTS	SR-1 – SR-2
8. SPECIAL PROVISIONS	SP-1 – SP-6
9. AWARD INFORMATION	AI-1 – AI-2
10. BID SUBMISSION	BDS-1 – BDS-3
11. ATTACHMENTS	

PORT DEPOSIT, MARYLAND

INVITATION TO BID

GENERAL WORK DESCRIPTION

The Town of Port Deposit is seeking a qualified contractor to provide all labor, materials, and equipment necessary to perform restoration of the stone masonry wingwalls and the embankment erosion along Rock Run, located at 23 Race Street, Port Deposit, Maryland. The contractor will require the provision of all labor, material, equipment, and other necessary resources to successfully complete all work to the Town's satisfaction. **The Contractor shall be required to commence work no later than twenty (20) days from the Notice of Proceed. All work shall be completed within sixty (60) consecutive calendar days** from the commencement date.

This project is funded through the American Rescue Plan Act (ARPA) and the contractor and all subcontractors must comply with all federal compliance standards outlined in the RFP.

CONTRACT SPECIFICATIONS AND GENERAL CONDITIONS

Contract specifications for Port Deposit Rock Run Embankment Stabilization Project area available on the Town of Port Deposit website at www.portdeposit.org. The contract advertisement will also be published in the Cecil Whig. Paper copies of the contract specifications are also available for purchase at the Port Deposit Town Hall Building for \$75.00. Please contact Vicky Rinkerman at vrinkerman@portdeposit.org.

MANDATORY PRE-BID MEETING

The Town of Port Deposit will hold a **mandatory pre-bid meeting on January 13, 2026 at 10:00am**, at the proposed project site at 23 Race Street, Port Deposit, Maryland, 21904. Contractors will need to sign in at the meeting to confirm attendance.

BIDS

The Town of Port Deposit will accept sealed bids until **February 17th, 2026 at 10:00 AM**, at the Port Deposit Town Hall Building, Administration Office, 64 South Main Street, Port Deposit, Maryland, 21904. Bids will be opened publicly on **February 17th, 2025 shortly after the bids are due to the Town**. The Contractor shall submit one original and two (2) copies of the bid to the Town.

QUESTIONS

Questions regarding this project should be directed **in writing** to Vicky Rinkerman, Town Administrator, 64 South Main Street, Port Deposit, Maryland, 21904 Telephone (410) 378-2121, ext. 103 Email: vrinkerman@portdeposit.org

PORT DEPOSIT, MARYLAND

NOTICE TO BIDDERS

All parties interested in submitting a Bid to complete the work detailed and specified for this project, must thoroughly review, and properly complete **all forms** provided in the proposal form packet. **Failure to complete such forms may result in the rejection of the Bid.** Owner reserves the right to reject any or all Bids containing bidding irregularities.

PORT DEPOSIT, MARYLAND

NON-RESIDENT CONTRACTOR NOTIFICATION

The notification shall be forwarded by the Town of Port Deposit once the "Notice to Proceed" is sent and shall include the following information:

- Type of project
- Site Address
- Contractor's Name and address
- Date of the Contract
- Contracted amount

"Non-resident Contractor" is defined as a contractor that does not maintain a regular place of business in the state of Maryland.

"Regular place of business" is defined as:

- A bona fide office, other than a statutory office,
- A factory,
- A warehouse,
- Or any other space in this state, which a person is doing business in its own name in a regular and systematic matter and that is continuously maintained, occupied, and used by the person carrying on its business through its regular employees regular in attendance.

PORT DEPOSIT, MARYLAND

GENERAL CONDITIONS

4.1. GENERAL

These General Conditions are a part of the Contract. In case of any conflict with the Special Provisions, the Special Provisions shall govern.

4.2. DEFINITIONS

- A. Responsible bidder: Bidder or offeror who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- B. Responsive bidder: Is a vendor who has submitted a bid, which conforms in all material respects to the requirements stated in the IFB.
- C. Contractor: Is the bidder or offeror who is awarded the Contract pursuant to this invitation for bid.
- D. Redacted: to obscure or remove (text) from a document prior to publication or release. To censor or obscure for legal, security, or proprietary purposes.

4.3. QUESTIONS/ADDENDA

- A. Bids are subject to change in the form of an addendum. It is the bidder's responsibility to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.
- B. All questions should be asked no later than seven (7) calendar days in advance of the bid.
- C. Addenda will be issued via email to the prospective bidders at least four (4) calendar days before bid opening.

4.4. EXAMINATION OF SITE AND DATA

Before submitting a bid, prospective bidders should carefully examine the Contract Documents, inspect the site of the proposed project, acquaint themselves with all governing laws, ordinances, etc., and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a bid shall be considered as meaning that the bidder has so familiarized himself and, therefore, no concession will be granted by the Town because of any claim of misunderstanding or lack of information. Bidders are expected to read and study the drawings and specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by bidders should be reported promptly to the Town for correction or interpretation before the date of the opening of bids.

PORT DEPOSIT, MARYLAND

4.5. DESCRIPTIVE LITERATURE

- A. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
- B. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

4.6. EXCEPTIONS/SUBSTITUTIONS

- A. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
- B. An exception to the specifications may not necessarily disqualify the bid. The Town will determine if the exception is an essential deviation or a minor item.
- C. In the case of a minor deviation, the Town maintains the option to award to that bidder if it determines the performance is not adversely affected by the exception.

4.7. APPROVED EQUALS

- A. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, it can be assumed that an approved equal can be substituted.
- B. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the Town. Such references are not intended to be restrictive.
- C. However, the Town shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the vendor that claims a product is equal to provide documentation to support such a claim.

4.8. PRICES

Bid prices shall remain firm for one hundred twenty (120) days from the date of the bid opening. All contracts and/or quantities are contingent on budgetary constraints. Pricing must include all labor, delivery, materials, tools, and equipment to perform work.

4.9. TRANSPORTATION

Prices quoted shall be net, including transportation and delivery charges fully pre-paid by the seller, f.o.b. destination (PROJECT SITE) unless otherwise stated in the specifications or bid form. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their quote, all vendors certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate cost at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Standard commercial

PORT DEPOSIT, MARYLAND

packaging, packing, and shipping containers will be used, except as otherwise specified herein.

4.10 SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell or assign all or any portion of the Contract, or the work provided therein, without the consent of the Town. Subletting or assigning more than fifty percent (50%) of the dollar value of the Contract work shall not be permitted. Where subcontractors are used, the contractor shall submit all insurance information for all subcontractors.

4.11. APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the bidder, but in no way bind or limit the Town to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the Town are approximations only and have been used by the Town as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the bids and awarding the Contract. The Town has endeavored to estimate these quantities correctly according to the information shown on the plans, but it is not guaranteed that these estimated quantities are accurate and, if the Contractor in developing and/or submitting a bid relies upon the accuracy of said estimated quantities, the Bidder does so at their own risk.

4.12. CONTINGENT ITEMS

Construction items which are identified in the "Bid Form" as "Contingent Bid Items" are established for the sole purpose of obtaining unit costs on pay items that may be incorporated into the project. The Town's representative shall have sole discretion in determining whether and to what extent such items will be incorporated into the project. The Town's Representative may order incorporation of such items at any location within the Contract and at any time during the work. Neither the Contractor nor their subcontractor(s) and the Town shall make claims for additional compensation because of any increase, decrease, or elimination of such items.

4.13. ALTERATIONS

The Town reserves the right to change the alignment, grade, form, length, dimensions, or materials of the work under the Contract whenever any conditions or obstructions are met that render such changes desirable or necessary. In the event, such alterations make the work less expensive to the Contractor, a proper deduction shall be made from the Contract prices and the Contractor shall have no claim on this account for damages or for anticipated profits on the work that may be dispensed with. In the event, such alterations make the work more expensive, a proper addition shall be made to the Contract prices. Any such deduction or addition shall be determined by the Town, which shall remain the final authority in such determination.

PORT DEPOSIT, MARYLAND

4.14. DAMAGES

The Contractor shall be responsible for any and all injuries to persons and damages to property resulting from the performance of the work specified, materials applied and/or equipment used.

4.15. CONTRACT TERM

The Town of Port Deposit, Maryland intends that the contractor awarded a contract, will perform the work commencing upon the date specified in the Notice to Proceed or notification of award and terminate upon expiration or completion of the project or product delivery, unless terminated by the Town with the delivery of written notification of contract termination. In the event the on-going contract does not acquire funding to continue, the awarded contractor shall be notified in writing at the earliest possible and contract termination shall be coordinated.

4.16. RIGHT TO TERMINATE

Port Deposit, Maryland reserves the right to terminate this contract by a ten (10) day written notice should the quality of the work/products become inferior, or the delivery service becomes poor.

4.17. TEMPORARY SUSPENSION OF THE WORK

The Town shall have the authority to suspend the work wholly or in part for such period or periods as it may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract. The Contractor shall immediately comply with the written order of the Town to suspend work wholly or in part. In all cases of suspension of construction operations, the work shall not be resumed again until the Town gives written permission. Provided that reasonable cause exists for the Town to exercise this authority to suspend the Work, the Contractor agrees that he shall not make any claim for charges or claims for damages by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of contract time only for such reasonable period as the Town may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor.

For the avoidance of doubt, the limitation on damages pursuant to this section includes but is not limited to damages incurred by the Contractor for principal office overhead and expenses including the compensation of personnel stationed there (including but not limited to Eichleay formula calculation or otherwise), for losses of financing, business and reputation, loss of efficiency and alleged impacts relating to employee costs incurred on account of project suspensions or delays, and for loss of anticipated profit.

PORT DEPOSIT, MARYLAND

Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, nor shall it preclude any award of direct costs incurred by either party on account of the other party's failure to properly perform its contractual obligations and which are not schedule dependent.

4.18. ANNULMENT OF CONTRACT

Should the Contractor fail to make satisfactory progress, or to comply with orders of the Town, or should he neglect or refuse to remove materials, or to perform anew such work as has been rejected as defective and unsuitable, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the Town shall have the right to annul its Contract without process or action at law, and to turn over to the surety for completion or, at Town's option, or in case performance is guaranteed by negotiable securities, to take over the work and complete it, either by day labor or by re-letting all or any part of the work. Upon receiving notice to this effect, the Contractor shall vacate possession and give up the said work, or the parts thereof specified in said notice, peaceably to the Town. Neither by taking over of the work by the Town, nor by the annulment of the Contract shall the Town forfeit the right to recover damages from the Contractor or Contractor's Surety for failure to complete the Contract. Should the cost of completing the work be in excess of the original Contract price, the Contractor and Contractor's Surety shall be held responsible for such excess cost.

4.19. EXTRA WORK

The Contractor shall perform extra work for which there is no provision included in the Contract whenever, to complete fully the work as contemplated, it is deemed necessary or desirable, by the written authority of the Town, and such extra work shall be performed in accordance with the specifications, therefore, or in the best workmanlike manner as directed. This extra work will be paid for at a unit price or lump sum to be agreed upon in writing by the Contractor and the Town, or where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Town may order the Contractor to do such work on a "Force Account" basis, as specified hereinafter.

The Town, before ordering any extra work performed, from time to time may determine;

- A. what extra time, if any, will be allowed for said work, or
- B. that the extra work is to be performed concurrently with the work under the Contract and without allowance of any additional time.

4.20. CLAIMS

Should the Contractor believe that it is entitled to any additional compensation or time, over or beyond the compensation or time stipulated in the Contract documents, or for compensation or an extension of contract time over or beyond that allowed or approved by the Town for damages, losses, expenses, or delays alleged to have been sustained by

PORT DEPOSIT, MARYLAND

it in connection with this Contract, the Contractor shall file a written notice of claim thereof with the Town prior to incurring any costs for which it may claim a right to additional compensation. The written notice shall be on company letterhead and addressed to the authorized Town Representative. Unless otherwise specified or required, in the events of alleged delay to the schedule, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses, or delays.

Unless otherwise specified, within thirty (30) days after giving the required notice, but not later than final payment, the Contractor shall file with the Town a written, itemized statement of the details and amount of such claim of damage, loss, expenses, or delay. Unless the Contractor timely files its written notice of claim and statement of costs as prescribed herein, the Contractor's claim for such additional compensation shall be absolutely invalidated; and it shall not be entitled to any compensation on account of such alleged damage, loss, expenses, or delay.

The Town shall ascertain the facts and shall approve an equitable adjustment to the Contract amount and/or time when, in the judgment of the Town, the findings of fact warrant it. The Town shall issue a written decision on the claim within thirty (30) days after receipt of the Contractor's itemized statement of the claim unless extended by mutual written agreement. If the Town does not issue a decision within thirty (30) days or any extension thereof, the Town shall be deemed as having made a final decision denying the claim. The Town's decision shall be final and conclusive on the parties, except as provided in "Breaches and Dispute Resolution".

4.21. BREACHES AND DISPUTE RESOLUTION

- **Disputes**— Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Port Deposit. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Town of Port Deposit. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Town of Port Deposit shall be binding upon the Contractor and the Contractor shall abide by the decision.
- **Performance During Dispute** – Unless otherwise directed by Port Deposit, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- **Claims for Damages** – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of their employees, agents, or others for whose acts he is legally liable, a claim for damages, therefore, shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- **Rights and Remedies** – The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition

PORT DEPOSIT, MARYLAND

to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Town of Port Deposit shall constitute a waiver of any right or duty under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under.

4.22. RESPONSIBILITY FOR COMPLETE PROJECT

It is the responsibility of the Contractor to perform the work under this Contract. If mention has been omitted in the Contract Documents of any items of work or materials usually furnished or necessary for the completion or proper functioning of the equipment, it will be included by the Contractor without extra payment.

4.23. PROSECUTION OF WORK

After the work has been started, it shall be performed continuously on all acceptable working days without stoppage until the entire contract is completed. In case the Contractor neglects or fails to work continuously on all acceptable working days, the Town of Port Deposit may terminate the Contract and use any method that he deems necessary to complete the Contract.

4.24. RESPONSIBILITY FOR DIRECT DAMAGES

In addition to the assessment of liquidated damages for delay, it is hereby understood and mutually agreed, by and between the Contractor and the Town that the Contractor shall be responsible to the Town for payment of direct costs incurred by the Town if it is necessary for the Town to supervise or correct work that does not comply with the Contract Documents.

4.25. LAWS AND REGULATIONS

The Contractor, at all times, shall observe and comply with all federal, state, municipal and/or local laws, ordinances, rules and regulations in any manner affecting the work to be done and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having jurisdiction or authority over and shall indemnify and save harmless the Owner and all its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules, regulations, order or decree, whether such violations by the Contractor or by any sub-Contractor or any of their agents and/or employees.

4.26. WARRANTY

The Contractor shall warrant all work for one (1) year or the standard warranty of the manufacturer, whichever is longer. Failure to correct warranty issues promptly and to the satisfaction of the Town on this or other contracts may result in finding the Contractor non-responsive for future contracts/bids. All required Bonds shall remain active to cover the agreed warranty period. Any issue discovered and documented during the warranty period shall require the existing bonds to remain active beyond the agreed warranty

PORT DEPOSIT, MARYLAND

period until the issues are resolved and agreed upon by all parties. All releases of contract bonds shall be in writing from Port Deposit, Maryland or a release of bond document signed by a Port Deposit authorized representative.

PORT DEPOSIT, MARYLAND

INSURANCE PROVISIONS

GENERAL REQUIREMENTS

Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to the Town of Port Deposit and have an A.M. Best Rating of A-, Class X or better.

Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide the Town of Port Deposit with verification of insurance coverage evidencing the required coverages.

Town of Port Deposit as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Town of Port Deposit as an additional insured.

Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the contractor/Vendor may be liable by law or otherwise.

Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

INSURANCE COVERAGES

- Minimum Limits of Coverage:
General Liability: \$2,000,000 Annual Aggregate

\$1,000,000 Each Occurrence

\$1,000,000 Products and Completed Operations

\$1,000,000 Personal Injury and Advertising

PORT DEPOSIT, MARYLAND

- Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.
- Minimum Coverages to be included:
 - A. Independent Contractor's coverage;
 - B. Completed Operations and Products Liability coverage; and
 - C. Contractual Liability coverage
- Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to:

- A. Collapse of, or structural injury to, any building or structure;
- B. Damage to underground property; or
- C. Damage arising out of blasting or explosion.

Automobile Liability Insurance

- Minimum Limits of Coverage:
- Business Auto Liability: \$1,000,000 Combined Single Limit
- Minimum Coverages to be Included:
Such insurance shall provide coverage for all owned, non-owned, and hired automobiles.

Workers' compensation and Employers' Liability Insurance

- Such insurance must contain statutory coverage, including:
 - Employers' Liability insurance with limits of at least:
Worker's Compensation: -- Statutory
Excess \$1,000,000 Each Occurrence

Professional Liability Insurance

- Minimum Limits of Coverage:
Professional Liability: \$1,000,000 (As Required)

Other

PORT DEPOSIT, MARYLAND

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

Notice of Cancellation

Commercial General Liability Insurance, Automobile Liability Insurance and Workers' Compensation insurance, as described above shall include an endorsement stating the following:

"Thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change shall be sent to: Port Deposit Town Hall, 64 South Main Street, Port Deposit, Maryland, 21904."

Prior to starting the performance of the contract and for each extension of the contract, a certificate of insurance shall be furnished to the Town. Insurance companies providing insurance shall be acceptable to the Town. The contractor shall obtain at its own cost and keep it in force and in effect during the term of the contract. The proposer shall provide a Certificate of Insurance prior to the award of this contract.

POR T DEPOSIT, MARYLAND

PROPOSAL

ROCK RUN EMBANKMENT
STABILIZATION

Bidder's Name & Signature for Identification

PORT DEPOSIT, MARYLAND

PROPOSAL

Made this _____ day of _____, 20 _____
by _____
(Company Name)

Contact Person: _____

Business Address: _____

Business Phone No. : _____

Business FAX No. : _____

e-mail Address: _____

The bidder declares that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm, or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed, if the proposal is accepted to contract with Port Deposit, Maryland, in the form of Contract heretofore attached, to do the required work in the manner set forth in the specifications.

The bid price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials, and labor requisite and proper and the providing of all necessary machinery, tools, apparatus, and means for performing the work, and described, and shown in the plans and specifications within the prescribed time. If this proposal shall be accepted by said Town and the undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said Town may at their option determine that the bidder has abandoned the Contract; and thereupon the proposal and the acceptance thereof shall be null and void; and the deposit accompanying the proposal shall be forfeited to and become the property of the Town.

PORT DEPOSIT, MARYLAND

PROPOSAL

In the case of firms, the firm's name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. If practical, the seal of the corporation shall be affixed.

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>

The names and addresses of all members of a firm or the names, addresses, and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.

TOTAL BID AMOUNT

The Bid Form lists all anticipated work tasks, the unit of measure and estimated quantities. The bidders shall insert as indicated a unit price or lump sum price for each listed work task, and multiply that price by the quantity to arrive at an extended total for each work task. All extended prices are then summed to arrive at the Total Bid Amount for the project. The bid will be awarded to the bidder that has the lowest total bid price and is responsive and responsible as defined in the bid/contract documents.

PORT DEPOSIT, MARYLAND

PROPOSAL

PROJECT: Rock Run Embankment Stabilization

DATE: _____

BIDDER: _____ **BY:** _____
(To be same as in the Proposal Agreement)

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

This is to certify that _____ has
received Addendum No. _____ through No. _____ and this project
reflects changes created by the addenda.

PROPOSAL FORM: Rock Run Embankment Stabilization

<u>Item</u>	<u>Md Spec No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Bid Price</u>	<u>Total Price</u>
1.	101	Clearing and Grubbing:	LS	Lump Sum	\$ _____	\$ _____
2.	107	Construction Stakeout:	LS	Lump Sum	\$ _____	\$ _____
3.	108	Mobilization:	LS	Lump Sum	\$ _____	\$ _____
4.	201	Class 2 Excavation:	CY	45	\$ _____	\$ _____
5.	203	Modified Borrow	CY	75	\$ _____	\$ _____
6.	477	Stone Masonry Wall Pointing:	LS	Lump Sum	\$ _____	\$ _____
7.	302	Selected Backfill using AASHTO No. 57 Aggregate:	CY	100	\$ _____	\$ _____
8.	SP-01	Imbricated Rock Wall:	TON	225	\$ _____	\$ _____

PORT DEPOSIT, MARYLAND

Item	Md Spec No.	Description	Unit	Est. Qty.	Bid Price	Total Price
9.	SP-02	Drainage Pipe Outfall Adjustment	LS	Lump Sum	\$ _____	\$ _____
10.	SP-03	Remove and Replace Existing Timber Deck	LS	Lump Sum	\$ _____	\$ _____
11.	701	Placing Furnished Topsoil, 2 Inch Depth:	SY	200	\$ _____	\$ _____
12.	701	Placing Furnished Topsoil, 6 Inch Depth:	SY	100	\$ _____	\$ _____
13.	308	Maintenance of Stream Flow:	LS	Lump Sum	\$ _____	\$ _____
14.	709	Type A Soil Stabilization Matting:	SY	100	\$ _____	\$ _____
15.	705	Turfgrass Establishment:	SY	300	\$ _____	\$ _____
16.	104	Maintenance of Traffic:	LS	Lump Sum	\$ _____	\$ _____

TOTAL BID AMOUNT: \$ _____

PORT DEPOSIT, MARYLAND

Bidder Certification

The above statements are certified to be true and accurate and we have the equipment, labor, supervision and financial capacity to perform this Contract for the Total Bid Amount above, either with our organization, or with subcontractors.

Dated this _____ day of _____, 202__.

By:

(Title of Person Signing)

(Name of Organization)

State of _____

County of _____, ss.

_____ being duly sworn, states he is _____ of
(Office)
_____ and that the answers to the foregoing
questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____ 202__.

Notary Public

(My Commission Expires:)

(NOTARY SEAL)

PORT DEPOSIT, MARYLAND

SUBMITTAL REQUIREMENTS

7.1 SUBMITTAL PROCESS

To be considered, Bids shall be received by the bid closing date and time at the Town Office in a closed envelope.

Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the delivery receipt to the Town will be definitive of the time of receipt. Bids received after the deadline will not be accepted.

After submitting a Bid and upon successful receipt by the Town thereof, Bidder will receive an receipt from the Town. This receipt is proof that the bid has been received and should be retained for Bidder's records.

7.2. CERTIFIED CHECK OR BID BOND

- A. No bid will be considered unless accompanied by a certified check or an acceptable bid bond of the bidder, payable to the order of Town of Port Deposit, for **five (5) percent of the total base bid amount**, which will be forfeited to the Town as liquidated damages in case an award is made, and the Contract and Bond are not promptly and properly executed as required within ten (10) days after the award of the Contract.
- B. The certified check and/or bid bonds of all except the two lowest bidders shall be returned after the Contract is awarded; and the checks of the two lowest bidders shall be returned after the proper execution of the Contract Documents with the low bidder.
- C. If the low bidder shall fail to execute the Contract Documents as specified, he shall forfeit the bid bond or certified check as liquidated damages and the Contract may be awarded to the second low bidder as specified in [#Award Information](#) Section.

7.3. MARYLAND REGISTRATION/QUALIFICATION REQUIREMENTS

- A. The Bidder must be in compliance with the laws regarding conducting business in the State of Maryland. All Bidders shall provide a copy of their Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Bidder is in good standing with the State of Maryland.
- B. See: <https://dat.maryland.gov/businesses/Pages/Internet-Certificate-of-Status.aspx> for information on obtaining the Certificate of Status. Certificates are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of bidders. For more information on the Certificate of Status please see <https://dat.maryland.gov/Pages/sdatforms.aspx>.
- C. ***All bidders shall provide a copy of current business license for State of Maryland.***

PORT DEPOSIT, MARYLAND

D. The Town of Port Deposit reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation could result in the bid being rejected.

PORT DEPOSIT, MARYLAND

SPECIAL PROVISIONS

8.1 GENERAL

1. All work must be completed according to applicable local, state, and federal laws, guidelines, regulations, specifications, etc., to include the following:
 - A. Maryland Department of Transportation, State Highway Administration, **Standard Specifications for Construction and Materials, dated July 2024, including all revisions**. All references to "State of Maryland", "State", "S.H.A.", and "Administration" in the Maryland State Highway Specifications and this Invitation for Bid shall mean Town of Port Deposit. All references to "Engineer" in the Maryland State Highway Specifications and this Invitation for Bid shall mean the Port Deposit Engineer or authorized representative.
 - B. Standard MD Details referred to on the Plans shall be those of the current State Highway Administration Book of Standards for Highway and Incidental Structure.
2. All bid packages will include proof of certification or license to perform the prescribed type of project within the State of Maryland (if applicable).
3. These Special Provisions are a part of the contract. In cases of any conflict with the General Conditions, the Special Provisions shall govern.

8.2. ORDER OF PRECEDENCE FOR CONTRACT DOCUMENTS

In the event of conflict between quality of the work as called for by the Contract Documents, the Town shall have the right to insist upon the delivery of the strictest requirements, the highest quality, or the highest quantity at no additional cost to the Town. In the event of a conflict between other contract terms, the following order of precedence shall control: Contract Plans, Contract Specifications, Maryland State Highway Standard Details and Specifications, other State Standards.

8.3. SCOPE OF WORK (including specifications)

Project Location: The project is located on Race Street approximately 350 feet north of Granite Avenue Port Deposit, MD in Cecil County.

Project Address: 23 Race Street, Port Deposit, Maryland 21904

Project Description: This contract is for a project located in the Town of Port Deposit Maryland. This project involves repairing the stone masonry wingwalls at each abutment and stabilizing the embankment erosion along Rock Run. In addition, the Contractor will need to remove and replace the existing timber deck, with in kind materials.

PORT DEPOSIT, MARYLAND

8.4. PERMITS

Erosion and Sediment Control approval is not required for this project.

Stormwater Management approval is not required for this project.

MDE Permits (Authorization No. 23-NT-0227/202361616) are required for this project and have been attached to this package.

The Contractor shall thoroughly familiarize itself with the terms and conditions of all applicable project permits. While the Town has obtained the above referenced permits, it is the Contractor's sole responsibility to abide by and/or perform in accordance with all of the terms and conditions of these permits. Any permit violations, fines, fees, or claims arising from the Contractor's failure to comply with permit conditions will be the sole responsibility of the Contractor and not the Town, and the Contractor shall hold the Town harmless and indemnify the Town against all fines, fees, or claims arising out Contractor violation of said permits. All modifications of these approvals and/or permits shall be obtained and paid for by the Contractor.

8.5. CONTRACTOR'S RESPONSIBILITY

1. It is the Contractor's responsibility to perform all work in a professional manner and maintain high quality.
2. It shall be the Contractor's responsibility to schedule and coordinate all work to be performed under this Contract to insure continuous and smooth operations of the work and completion within the times specified in the scope of work.
3. It shall be distinctly understood that failure to mention any work by the Town, which would normally be required to complete the project, shall not relieve the Contractor(s) of responsibility to perform such work.
4. The Contractor shall supply all labor, materials, equipment, insurance, permits, third party testing, etc. necessary to perform the mentioned work. At the completion of the project, the contractor is responsible for the removal and proper disposal of all debris, etc. associated with their work on the project.
5. It shall be the contractor's responsibility to furnish all fabricated materials (e.g., precast concrete, metals, mechanical/electrical equipment, and any other materials or products requiring fabrication) in new condition as per the project documents. The contractor is responsible for ensuring all fabricated materials are constructed in accordance with the project specifications. The Town reserves the right to reject any fabricated materials/equipment observed to have been repaired without the consent of the Town, to be damaged or defective, or not in compliance with the contract documents at any time (fabrication or field) during the contract period.
6. The Contractor shall provide a copy of all required licenses to perform the work of prime and/or subcontractors to the Town prior to commencing with that phase of work.

PORT DEPOSIT, MARYLAND

7. The contractor shall coordinate with adjacent property owners to minimize inconvenience.
8. As-Built Documents: The Contractor is required to survey the location of all newly constructed infrastructure and provide an as-built record drawing to the Town of Port Deposit. Contract retainage will not be released until the record drawing is received and approved by the Construction Manager and Engineer.

The following as-built information is required for this project:

- Road
- Structural
- Storm Drain
- Other Stormwater Management

8.6. TIME OF COMPLETION DATE

- a) The completion time for this Contract shall be a maximum of **60 calendar days** and shall begin on the actual start date of the Project as per "Notice to Proceed".
- b) If the work is delayed through no fault of the Contractor, the time of completion shall be extended as determined by the Town.

The time frame applies to the estimated quantity of services under this bid. Should the number of services increase by more than 10%, the time frame will be increased proportionately.

8.7. SCHEDULE OF OPERATIONS

Before commencement of any work on this project, the Contractor shall submit and obtain the Town's approval of a Schedule of Operation. The Schedule of Operation shall include the methods of operation and construction sequences and shall provide for the completion of the project within the time of completion specified. It shall make reasonable accommodation for weather delays and shall reflect Town-observed holidays. Work is not permitted on Saturday or Sunday and the standard work week is Monday through Friday from 7:30 am to 4:00 pm and the contractor shall schedule their operations accordingly.

Unless stated otherwise the schedule may be a bar chart activity chart or in a CPM schedule format. The contractor must provide an updated schedule with each periodic estimate. Payment of periodic estimates will not be approved unless an updated schedule is submitted.

8.8. INSPECTION

The Town may appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work performed under this Contract, and to see that the same strictly corresponds with the drawings and specifications; such materials and workmanship shall be subject to the approval of the Town, but no

PORT DEPOSIT, MARYLAND

inspection, approval or acceptance of any part of the work herein contracted for, or of the materials used therein or any payment on account thereof, shall prevent the rejection of said work or materials found to be defective, or not, in accordance with the requirements of the Contract. Work and materials will be inspected promptly, but if for any reason delay should occur, the Contractor shall have no claim for damages or extra compensation. The Contractor shall provide testing as required by this Contract, to include all material testing.

8.9. PROTECTION OF EXISTING UTILITIES

- 1) Attention of the Contractor(s) shall be directed to the potential presence of water, sewer, gas mains, electrical wires, conduits, communication cables (both overhead and underground), poles and house service connections on each project site. The Contractor(s) shall exercise special care and extreme caution to protect and avoid damage to such utilities.
- 2) It is the responsibility of the Contractor(s) to have all utilities located with sufficient accuracy to ensure their safety and the safety of those within the area of the project.
- 3) The Contractor(s) shall not begin any excavation without first notifying each and every public service agency that may or may not have underground or embedded facilities within the area of the project, at least forty-eight (48) hours prior to commencement of this work (not including weekends and holidays).
- 4) The Contractor shall notify "Miss Utility" (1-800-257-7777) to determine the location of existing utilities prior to commencing work. If, during Repair operations, the Contractor(s) encounters additional utilities, the Contractor(s) shall immediately notify the PM and take all necessary and proper steps to protect the continuance of service of such facilities. In case of damages to any existing utility installations by the Contractor(s), either above or below ground, the Contractor(s) shall have such utility restored to a condition equal to that which existed prior to the damage at the Contractor's entire cost and expense.
- 5) There will be no measurement or direct payment to the Contractor(s) for working around, protecting, or repairing damaged utilities caused by the proposed maintenance and or Repair activities.
- 6) If the Contractor(s) damages any utility, they shall immediately notify the Project Manager and the affected utility owner. The Contractor(s) shall ensure the safety of workers and others around the site. The Contractor(s) shall protect the damaged utility from further damage until a representative from the affected utility arrives to make a site assessment. The Contractor(s) shall fully cooperate with the representative of the affected utility to restore it to a condition equal to or better than the condition that existed just prior to the incident, in a timely manner. The utility owner may elect to repair the damage with its own forces, its sub-contractors, or the Awarded Contractor(s) on this project. In all cases, the Contractor(s) is liable for all costs of the repair of the damages to the satisfaction of the affected utility owner.
- 7) The Contractor(s) will notify the Project Manager immediately by telephone of any emergency, subsurface or latent physical condition found along with the

PORT DEPOSIT, MARYLAND

recommendations for dealing with the matter. Any changes found necessary by the Town or the Contractor(s) not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor(s) and Town. Any additional services or costs associated with the task/project must be submitted in writing by the Contractor(s) and an amendment to the purchase order must be made and approved by the Town before the work can proceed. The Town assumes no responsibility for oral/verbal communications, instructions, or suggestions.

8.10. SAFETY

Before commencement of any work on this project, the Contractor shall submit and obtain the Town's acknowledgement of an established Company Safety Program. Work performed shall be consistent with the following guidelines and references and in compliance with all applicable local, state, and federal regulations and standards including, but not limited to, those listed below. In the case that these requirements are conflicting, the one which offers the greatest protection shall be followed.

- a) Occupational Safety and Health Administration (OSHA) Construction Industry Standards, 29 CFR1926, and General Industry Standards, 29 CFR 1910.
- b) National Fire Protection Association (NFPA), 327

At a minimum, all workers employed by the contractor or any subcontractors shall wear and/or use the following:

- Standard work clothes (long pants, shirts with sleeves)
- Hard Hat
- High visibility safety shirt, vest, or jacket
- Steel toe work boots
- Leather work gloves (as work tasks dictate)
- Safety glasses with affixed side shields (as work tasks dictate)
- Hearing protection (as work tasks dictate)

Hazards associated with the work shall be evaluated by the contractor and appropriate measures taken to ensure the safety of contractor employees, Town personnel, and the public.

8.11. TRAFFIC CONTROL

Contractor shall provide all necessary traffic control devices and personnel to protect construction personnel and traveling public to the satisfaction of the Town of Port Deposit and in accordance with MOSH/OSHA Standards and the Maryland Manual of Uniform Traffic Control Devices, 2011 Edition and all revisions.

Penalties: It is the Contractor's responsibility to install and maintain the maintenance of traffic operations, as specified in the contract documents, throughout the duration of the project. The Contractor will be issued a written and/or verbal notice of violation for

PORT DEPOSIT, MARYLAND

maintenance of traffic operations not in compliance with the contract documents by the Town and/or their representatives. Immediate action to correct the violation is required within 24 hours of the written and/or verbal notification. Failure to correct the violation after the first 24 hours will result in minimum penalties of \$100.00 per 24 hours until corrected and accepted by the Town. Examples of violations, but not limited to, as follows:

- Operations not in accordance with the project specifications.
- Damaged or missing signage.

Fines, in any, will be deducted from the monthly invoice payment.

8.12. SITE CLEAN UP AND RESTORATION

- a) The Contractor shall keep all trash, garbage, spent material containers, etc., picked up on a daily basis.
- b) The Contractor shall restore the site to a condition equal to that in which it was found.
- c) Should daily site cleaning and final restoration not be performed, the Owner shall have such done with the costs of same being charged to the Contractor.

8.13. EQUIPMENT

- 1) All equipment required to perform standard/typical work under this Contract shall be provided by the Awarded Contractor(s) and shall be normally available.
- 2) The Awarded Contractors' equipment shall be in good working condition and shall conform to all required safety standards.
- 3) All associated rental charges for equipment used by the Awarded Contractor(s) are considered overhead and shall be included in the hourly rates submitted as part of this bid and shall not be considered an extra expense.
- 4) Use of Town equipment is prohibited.

PORT DEPOSIT, MARYLAND

AWARD INFORMATION

9.1. METHOD OF AWARD

- A. The Town reserves the right to reject any or all bids.
- B. The Contract shall be awarded or rejected within 180 days from the date of opening bids.
- C. If the bidder to whom an award is made shall fail to execute the Contract in the specified time indicated in (d) below, the award may be annulled and the Contract awarded to the second lowest and responsible bidder, or the Town may reject all of the bids as their interest may require.
- D. Once all contracts and bond requirements are prepared for the contractor's signature and completion, a package will be sent by certified mail and the contractor will have ten (10) workdays from the date of receipt to complete the required paperwork and return for final processing. If the contractor is unable to complete the package within set time limits, the contractor may request in writing a limited one-time extension two (2) workdays prior to completion date. If the extension is provided, the timeframe will be determined by the Town. Once all time limits are surpassed and the required paperwork is not completed and returned, the Town has the right to award the bid to the next qualified vendor and the original vendor may forfeit the bid bond/certified check, etc., as liquidated damages.

9.2. CONTRACT PAYMENT AND CONTRACT PERFORMANCE BOND

The Contract Payment and Contract Performance Bond are each to be in an amount equal to one hundred percent of the Contract amount. If the TOTAL BID AMOUNT is less than \$100,000.00, the Contract Payment and Performance Bonds will not be required.

9.3. BASIS OF AWARD

The Contract may be awarded to the lowest responsive and responsible bidder(s) whose bids comply with all the requirements prescribed. In acceptance of bids, the Town will be guided by consideration of the interest of the public and the Town shall be under no obligation to accept the lowest bid.

Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind. To ensure fair competition unresponsive bids or bids obviously unbalanced may be rejected. If there is any discrepancy between the unit price and the extended price, the unit price shall prevail.

The Town of Port Deposit, reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this IFB, as deemed in its best interest of the Town by the Purchasing Agent.

PORT DEPOSIT, MARYLAND

All contracts and/or quantities are contingent on budgeting constraints. All awards are based on Total Bid Amounts. The Town reserves the right to add or delete items from the bid package due to budget constraints, which may result in changing the Total Bid Amount. The awarded vendor will be notified of any changes resulting in a bid price change.

9.4. NOTICE TO PROCEED

A Notice to Proceed will be sent Certified Mail to the Contractor by Port Deposit and the Contractor shall proceed within ten (10) calendar days after receipt of such notice. Failure to proceed within the ten (10) calendar day period may result in the Town terminating the Contract Agreement.

9.5. METHOD OF PURCHASE AND PAYMENT

A Purchase Order will be sent to the contractor upon award of the contract. All payments will be remitted within thirty (30) days (net 30) upon receipt of an invoice. Payment/Final payment will be remitted upon acceptance of the completed project and receipt of final invoice.

All invoices shall be submitted to:

Town of Port Deposit
Town Administrator
64 South Main Street
Port Deposit, MD 21904
Attn: Vicky Rinkerman

Payment will be for the price bid upon, and estimates will be paid monthly at the rate of ninety (90%) of the work actually completed. The final ten percent (10%) will be paid when approved by the Town. All invoices shall be reviewed and approved by a Contractor Representative and the Town's Representative before submission. The Town may elect to retain the entire payment for contracts with a duration of less than 30 days until satisfactory completion of the work. In addition, in the event the Town has incurred actual damages on account of the Contractor's performance under this Agreement, and/or in the event that the assessment of liquidated damages seems likely, the Town may withhold such amounts from progress payments that are reasonably necessary to protect the Town from these types of damages.

PORT DEPOSIT, MARYLAND

BID SUBMISSION

- 1. A Copy of Certificate of Status from the Maryland Department of Assessments and Taxation***

*Response required

- 2. A copy of current business license for State of Maryland***

*Response required

- 3. Total Number of WORK DAYS for Base Bid completion***

*Response required

- 4. Bid Bond***

Bid Bond is REQUIRED for this project.

Requirements for the bid bond or certified check:

If submitting certified check, it shall be submitted PRIOR to the deadline of 10:00 am on Tuesday, February 3, 2026 in original hard copy format at Port Deposit, Maryland, Attn: Town Manager, 64 South Main Street, Port Deposit, Maryland, 21904. Please upload a document stating that you are submitting a certified check instead of a bid bond in order to respond to this question.

*Response required

- 5. Proposal Statement***

By selecting confirm, the bidder agrees to the following:

The bidder declares that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm, or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed, if the proposal is accepted to contract with Port Deposit, Maryland, in the form of Contract heretofore attached, to do the required work in the manner set forth in the specifications.

The bid price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials, and labor requisite and proper and the providing of all necessary machinery, tools, apparatus, and means for performing the work, and described, and shown in the plans and specifications within the prescribed time. If this proposal shall be accepted by said Town and the undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said Town may

PORT DEPOSIT, MARYLAND

at their option determine that the bidder has abandoned the Contract; and thereupon the proposal and the acceptance thereof shall be null and void; and the deposit accompanying the proposal shall be forfeited to and become the property of the Town.

Please confirm

*Response required

6. Total Bid Amount*

The Bid Form lists all anticipated work tasks, the unit of measure and estimated quantities. The bidders shall insert as indicated a unit price or lump sum price for each listed work task and multiply that price by the quantity to arrive at an extended total for each work task. All extended prices are then summed to arrive at the Total Bid Amount for the project. The bid will be awarded to the bidder that has the lowest total bid price and is responsive and responsible as defined in the bid/contract documents.

By confirming, the bidder swears (or affirms) under the penalty of perjury that the Bidders, its agents, servants, and/or employees, to the best of their knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder any unfair advantage over others, nor have to gain any favoritism in the award of any contract resulting from this bid. By signing this bid form, I acknowledge that I have read the entire bid package.

Please confirm

*Response required

7. The above statements and responses are certified to be true and accurate, and we have the equipment, labor, supervision and financial capacity to perform this Contract for the Total Bid Amount, either with our organization, or with subcontractors.*

Please confirm

*Response required

8. Indemnity/Hold Harmless Agreement*

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold the Town Of Port Deposit, Maryland, its elected and appointed officials, employees, and volunteers, and others working on behalf of Port Deposit, Maryland, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or

PORT DEPOSIT, MARYLAND

incident to Rock Run Embankment Stabilization, except that the Organization shall not be responsible to Port Deposit, Maryland on indemnity for damages caused by or resulting from Port Deposit, Maryland's sole negligence; and the Organization shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Please confirm

*Response required

9. Agreement of Jurisdiction*

Governing Law; Consent to Jurisdiction. This procurement shall be governed by the laws of the State of Maryland, and the parties submit to the jurisdiction of the courts of the State of Maryland. This agreement may not be modified except in writing executed by the parties.

Please confirm

*Response required

10. W-9*

*Response required

11. REDACTED version of submittal (optional)

ATTACHMENTS

TECHNICAL SPECIFICATIONS

MDE PERMIT AUTHORIZATION

CRITICAL AREA COMMISSION CONSISTENCY REPORT

ROCK RUN STABILIZATION CONSTRUCTION PLANS

CATEGORY 300
DRAINAGE**IMBRICATED ROCK WALL**

DESCRIPTION. This work shall consist of furnishing and placing of individual overlapping rocks and boulders along the stream including aggregate leveling pad, stone backfill, and geotextile separation as shown on the Plans or as directed by the Engineer. Imbricated riprap will be used to construct the Imbricated Rock Wall.

MATERIALS.

No. 57 Aggregate	901
Graded Aggregate Base (GAB)	901
Geotextile, Class PE, Type I	919

Imbricated riprap stone shall be angular, oblong, and flat in shape with a minimum axis length of at least 24 inches, an intermediate axis length of at least 30 inches, and a longest axis length of at least 33 inches. The rock shall be stackable, unfractured and unweathered, and shall conform to the quality requirements in 901.03 except that the loss by immersion in sulfate solution according to AASHTO T 104 shall not be greater than 12 percent. The rocks may vary in color, but shall be limited to gray or brown tones. White colored rocks will not be acceptable. Boulders or rocks encountered during on-site excavations that meet the foregoing requirements may be utilized. Otherwise, samples of the stone type taken directly from the source shall be provided to the Engineer for approval prior to ordering any stone material. If the stone sample is found to be unsatisfactory, the Contractor shall provide samples from alternative sources until the material is found to be acceptable by the Engineer.

CONSTRUCTION. Riprap shall be installed along the proposed stream as indicated on the Plans or as directed by the Engineer.

For Imbricated Rock Wall the subgrade for the footer rocks shall be at an elevation such that a minimum of 12-inch of the footer rock is below the bottom of stream bed. The cut slope forming the backslope of the excavation shall be made as steep as practical by maintaining a stable face and conforming to applicable safety regulations. The subgrade shall be smooth, firm, and free from protruding objects or voids that would affect the proper positioning of the footer rocks. Class PE Type I geotextile shall be placed as shown on the details. Prior to placement of the geotextile, the backslope shall be made free of irregularities and protrusions that would damage or cause folds in the geotextile. The geotextile shall be placed loosely on the prepared slope and secured. Adjacent strips of geotextile should overlap a minimum of 30 inches. If the geotextile is torn or damaged, it shall be replaced or repaired at the Contractor's expense prior to placing the riprap.

SPECIAL PROVISIONS

CONTRACT NO.

Page 2 of 2

A compacted leveling pad of minimum thickness 6-inches (after compacting) consisting of graded aggregate base shall be placed on the geotextile to create a smooth firm base for the imbricated rock wall free from protruding objects or voids that would affect the proper positioning of the footer rocks.

The first course of imbricated riprap stone shall be placed with the long axis perpendicular to the slope in a manner that the stones touch each other and provide a firm foundation for the next course. Upon completion of the first course of imbricated stone riprap, the void space between the rocks and the back slope shall be backfilled with No. 57 aggregate to the top of the first course of imbricated riprap stone so that the next course rests firmly with minimal opportunity for movement.

The successive rock layers shall be neatly stacked with the long axis parallel to the stream as directed with staggered joints such that each stone rests firmly on two stones in the tier below. No 57 aggregate or earth fill shall be placed concurrently. The imbricated riprap stone shall be placed as level as possible on each successive layer, and the stones shall be individually set in a manner to minimize voids. Dumping or similar methods shall not be acceptable means of placing the riprap. Care should be taken not to dislodge underlying material during installation or damage the geotextile.

Individual rocks shall be rotated into the bank as necessary during placement so that the upstream rocks overlap the downstream rocks as indicated on the Plans. The exact placement of the riprap shall be as directed by the Engineer. The finished installation shall have a tolerance of six (6) inches from the lines and grades indicated on the Plans.

Disturbed areas beyond the riprap shall be graded, stabilized, and planted at the locations as shown on the Plans.

MEASUREMENT AND PAYMENT. Imbricated riprap stone shall be measured and paid for at the Contract unit price per ton. The payment will be full compensation for all applicable excavation, sheeting and shoring, dewatering, removal and disposal of unsuitable material, hauling, backfilling, rock, GAB, No. 57 aggregate, geotextile, and all labor, materials, equipment, tools and incidentals necessary to complete the work.

SPECIAL PROVISIONS**CONTRACT NO.**

Page 1 of 1

CATEGORY 300
DRAINAGE**DRAINAGE PIPE OUTFALL ADJUSTMENT**

DESCRIPTION. This work shall consist of the adjustment of an existing pipe outfall located along the embankment as shown on the Plans or as directed by the Engineer.

CONSTRUCTION. Uncover the existing 6.5" pipe to the limits of excavation for the proposed embankment stabilization. Cut the pipe to the length as directed by the Engineer.

Disturbed areas beyond the pipe outfall adjustment shall be graded, stabilized, and planted at the locations as shown on the Plans.

MEASUREMENT AND PAYMENT. Drainage Pipe Outfall Adjustment shall be measured and paid for at the Contract unit price lump sum. The payment will be full compensation for all applicable excavation, removal and disposal of unsuitable material, hauling, backfilling, and all labor, materials, equipment, tools and incidentals necessary to complete the work.

SPECIAL PROVISIONS

CONTRACT NO.
Page 1 of 2

CATEGORY 400 STRUCTURES

REMOVE AND REPLACE EXISTING TIMBER DECK

DESCRIPTION. This work consists of the removal and replacement of existing timber decking on the existing pedestrian bridge structure as shown on the plans.

MATERIALS.

A. Dimension Lumber Decking	Mixed Southern Pine No. 2, or better
B. Wood Preservative Treatment	Section 921.06
C. Fasteners	Stainless steel screws or nails

CONSTRUCTION.

- A. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.
- B. Cure the wood before fabrication. Store wood after fabrication in a manner that prevents changes in the dimensions of the members before assembly. Reject wood that shrinks during storage, causing predrilled grooves for split rings, plate size, or bolt hole spacing to change.
- C. Stack lumber and timber to prevent warping. Stack untreated material on supports at least 12-inches above the ground and open-stacked. Stack treated material on supports at least 12-inches above the ground surface and close-stacked. Provide cover to protect materials from the weather.
- D. Treated Wood.
 1. To avoid damaging treated timber, handle with web slings. Provide corner protectors when using metal bands to bundle members.
 2. As much as is practical, cut, frame, and bore treated timbers before treatment.
- E. Fasteners.
 1. Provide nails or screws in sufficient length, to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
- G. Use planks surfaced on 4 sides for decking. Provide single-plank decks, as required, consisting of a single thickness of plank supported by stringers or joists. Lay the planks heart side down.

SPECIAL PROVISIONS

CONTRACT NO.

Page 2 of 2

1. Lay planks with 1/8-inch openings between the planks when using seasoned material, untreated material, or material treated with oil-borne preservatives.
2. Lay planks with tight joints when using unseasoned material or material treated with waterborne preservatives.
3. Firmly spike each plank to each joist. Lay planks ensuring that no 2 adjacent planks vary in thickness by more than 1/8-inch. Provide a finished surface free of defects.

MEASUREMENT AND PAYMENT. Remove and Replace Timber Decking will be measured and paid for at the Contract price per square foot of installed decking, complete, in place, and accepted by the Owner's Representative.

Payment will be full compensation for all materials, labor, equipment, tools and incidentals necessary to complete the work.

STATE OF MARYLAND
DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
WETLANDS AND WATERWAYS PROTECTION PROGRAM
AUTHORIZATION TO PROCEED

AUTHORIZATION NUMBER: 23-NT-0227/202361616

EFFECTIVE DATE: March 4, 2024



EXPIRATION DATE: March 4, 2029

AUTHORIZED PERSON: Town of Port Deposit
64 S. Main Street
Port Deposit, Maryland 21904
Attn: Vicky Rinkerman

IN ACCORDANCE WITH ENVIRONMENT ARTICLE §5-503(a) AND §5-906(b), ANNOTATED CODE OF MARYLAND (2007 REPLACEMENT VOLUME), COMAR 26.17.04 AND 26.23.01, AND 26.08.02 AND THE ATTACHED CONDITIONS OF AUTHORIZATIONS TOWN OF PORT DEPOSIT, ("AUTHORIZED PERSON"), IS HEREBY AUTHORIZED BY THE WATER AND SCIENCE ADMINISTRATION ("ADMINISTRATION") TO CONDUCT A REGULATED ACTIVITY IN A NONTIDAL WETLAND, BUFFER, OR EXPANDED BUFFER, AND/OR TO CHANGE THE COURSE, CURRENT OR CROSS-SECTION OF WATERS OF THE STATE, IN ACCORDANCE WITH THE ATTACHED PLANS APPROVED BY THE ADMINISTRATION ON MARCH 4, 2024 ("APPROVED PLAN") AND PREPARED BY RK&K AND INCORPORATED HEREIN, AS DESCRIBED BELOW:

Rehabilitation of a pedestrian bridge over the Rock Run includes filling of the gaps within the stone masonry wall at the east abutment, construction of an imbricated rock wall south of east abutment, masonry wingwall, and grading the bank above at a 2:1slope. The project also includes construction of an imbricated rock wall north of the west abutment wingwall. The proposed project will not impact any nontidal wetlands or 25-nontidal wetland buffer, but it will temporarily impact the stream channel of the Rock Run 86 linear feet (1,596 square feet). The project is located on the Rock Run, north of the intersection of Race Street and Granite Avenue, in Port Deposit, Cecil County, Maryland.

MD Grid Coordinates N 216709 E 475197691

Heather L. Nelson

Heather L. Nelson
Program Manager
Wetlands and Waterways Protection Program

Attachments: Conditions of Authorization

cc: WSA Compliance Program w/ file
Principal Contact: Sarah Falcone - RK&K

1. **Validity:** Authorization is valid only for use by Authorized Person. Authorization may be transferred only with prior written approval of the Administration. In the event of transfer, transferee agrees to comply with all terms and conditions of Authorization.
2. **Initiation of Work, Modifications and Extension of Term:** Authorized Person shall initiate authorized activities with two (2) years of the Effective Date of this Authorization or the Authorization shall expire. Authorized Person may submit written requests to the Administration for (a) extension of the period for initiation of work, (b) modification of Authorization, including the Approved Plan, or, (c) not later than 45 days prior to Expiration Date, an extension of the term. Requests for modification shall be in accordance with applicable regulations and shall state reasons for changes, and shall indicate the impacts on nontidal wetlands, streams, and the floodplain, as applicable. The Administration may grant a request at its sole discretion.
3. **Responsibility and Compliance:** Authorized Person is fully responsible for all work performed and activities authorized by this Authorization shall be performed in compliance with this Authorization and Approved Plan. Authorized Person agrees that a copy of the Authorization and Approved Plan shall be kept at the construction site and provided to its employees, agents and contractors. A person (including Authorized Person, its employees, agents or contractors) who violates or fails to comply with the terms and conditions of this Authorization, Approved Plan or an administrative order may be subject to penalties in accordance with §5-514 and §5-911, Department of the Environment Article, Annotated Code of Maryland (2007 Replacement Volume).
4. **Failure to Comply:** If Authorized Person, its employees, agents or contractors fail to comply with this Authorization or Approved Plan, the Administration may, in its discretion, issue an administrative order requiring Authorized Person, its employees, agents and contractors to cease and desist any activities which violate this Authorization, or the Administration may take any other enforcement action available to it by law, including filing civil or criminal charges.
5. **Suspension or Revocation:** Authorization may be suspended or revoked by the Administration, after notice of opportunity for a hearing, if Authorized Person: (a) submits false or inaccurate information in Permit application or subsequently required submittals; (b) deviates from the Approved Plan, specifications, terms and conditions; (c) violates, or is about to violate terms and conditions of this Authorization; (d) violates, or is about to violate, any regulation promulgated pursuant to Title 5, Department of the Environment Article, Annotated Code of Maryland as amended; (e) fails to allow authorized representatives of the Administration to enter the site of authorized activities at any reasonable time to conduct inspections and evaluations; (f) fails to comply with the requirements of an administrative action or order issued by the Administration; or (g) does not have vested rights under this Authorization and new information, changes in site conditions, or amended regulatory requirements necessitate revocation or suspension.
6. **Other Approvals:** Authorization does not authorize any injury to private property, any invasion of rights, or any infringement of federal, State or local laws or regulations, nor does it obviate the need to obtain required authorizations or approvals from other State, federal or local agencies as required by law.
7. **Site Access:** Authorized Person shall allow authorized representatives of the Administration access to the site of authorized activities during normal business hours to conduct inspections and evaluations necessary to assure compliance with this Authorization. Authorized Person shall provide necessary assistance to effectively and safely conduct such inspections and evaluations.
8. **Inspection Notification:** Authorized Person shall notify the Administration's Compliance Program at least five (5) days before starting authorized activities and five (5) days after completion. For Allegany, Garrett, and Washington counties, Authorized Person shall call 301-689-1480. For Carroll, Frederick, Howard, Montgomery, and Prince George's counties, Authorized Person shall call 301-665-2850. For Baltimore City, Anne Arundel, Baltimore, Calvert, Charles, and St. Mary's, Authorized Person shall call 410-537-3510. For Caroline, Cecil, Dorchester, Harford, Kent, Queen Anne's, Somerset, Talbot, Wicomico and Worcester, Authorized Person shall call 410-901-4020. If Authorization is for a project that is part of a mining site, please contact the Land and Materials Administration's Mining Program at 410-537-3557 at least five (5) days before starting authorized activities and five (5) days after completion.
9. **Sediment Control:** Authorized Person shall obtain approval from the Cecil County Soil Conservation District for a grading and sediment control plan, if required, specifying soil erosion control measures. The approved grading and sediment control plan shall be included in the Approved Plan, and shall be available at the construction site.
10. **Best Management Practices During Construction:** Authorized Person, its employees, agents and contractors shall conduct authorized activities in a manner consistent with the Best Management Practices specified by the Administration.
11. **Disposal of Excess:** Unless otherwise shown on the Approved Plan, all excess fill, spoil material, debris, and construction material shall be disposed of outside of nontidal wetlands, nontidal wetlands buffers, and the 100-year floodplain, and in a location and manner which does not adversely impact surface or subsurface water flow into or out of nontidal wetlands.

12. **Temporary Staging Areas:** Temporary construction trailers or structures, staging areas and stockpiles shall not be located within nontidal wetlands, nontidal wetlands buffers, or the 100-year floodplain unless specifically included on the Approved Plan.
13. **Temporary Stream Access Crossings:** Temporary stream access crossings shall not be constructed or utilized unless shown on the Approved Plan. If temporary stream access crossings are determined necessary prior to initiation of work or at any time during construction, Authorized Person, its employees, agents or contractors shall submit a written request to the Administration and secure the necessary permits or approvals for such crossings before installation of the crossings. Temporary stream access crossings shall be removed and the disturbance stabilized prior to completion of authorized activity or within one (1) year of installation.
14. **Discharge:** Runoff or accumulated water containing sediment or other suspended materials shall not be discharged into waters of the State unless treated by an approved sediment control device or structure.
15. **Instream Construction Prohibition:**
 No instream construction is to occur under this Authorization;
 To protect important aquatic species, motor driven construction equipment shall not be allowed within stream channels unless on authorized ford crossings. Activities within stream channels are prohibited as determined by the classification of the stream (COMAR 26.08.02.08): The Rock Run is a use III-P waterway; in-stream work may not be conducted from October 1 through April 30, inclusive, of any year.
16. **Instream Blasting:** Authorized Person shall obtain prior written approval from the Administration before blasting or using explosives in the stream channel.
17. **Minimum Disturbance:** Any disturbance of stream banks, channel bottom, wetlands, and wetlands buffer authorized by this Authorization or Approved Plan shall be the minimum necessary to conduct permitted activities. All disturbed areas shall be stabilized vegetatively no later than seven (7) days after construction is completed or in accordance with the approved grading or sediment and erosion control plan.
18. **Restoration of Construction Site:** Authorized Person shall restore the construction site upon completion of authorized activities. Undercutting, meandering or degradation of the stream banks or channel bottom, any deposition of sediment or other materials, and any alteration of wetland vegetation, soils, or hydrology, resulting directly or indirectly from construction or authorized activities, shall be corrected by Authorized Person as directed by the Administration.

FEDERALLY MANDATED STATE AUTHORIZATIONS

The State of Maryland issued a Water Quality Certification to the U.S. Army Corps of Engineers for projects receiving federal authorization under the Maryland State Programmatic General Permit, Regional General Permit for Chesapeake Bay Total Maximum Daily Load (TMDL) Activities and non-suspended Nationwide Permits. In addition, as applicable, this Authorization constitutes the State's concurrence with the Applicant's certification that the activities authorized herein are consistent with the Maryland Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act of 1972, as amended. Activities in the following counties are not subject to the Maryland Coastal Zone Management requirement: Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington.

U.S. ARMY CORPS OF ENGINEERS AUTHORIZATION

The U.S. Army Corps of Engineers has reviewed this activity and has granted authorization under the Maryland State Programmatic General Permit (MDSPGP-6), as a Category A, Activity b (1). The terms and conditions of the MDSPGP-6, as outlined in the documents found on the U.S. Army Corps of Engineers, Baltimore District website: https://mde.maryland.gov/programs/Water/WetlandsandWaterways/Pages/MDSPGP6_conditions.aspx; and should be followed when performing the authorized work.

 Will issue a Category B authorization or Individual Permit directly to the Authorized Person.

23-nt-0227

Final Audit Report

2024-03-05

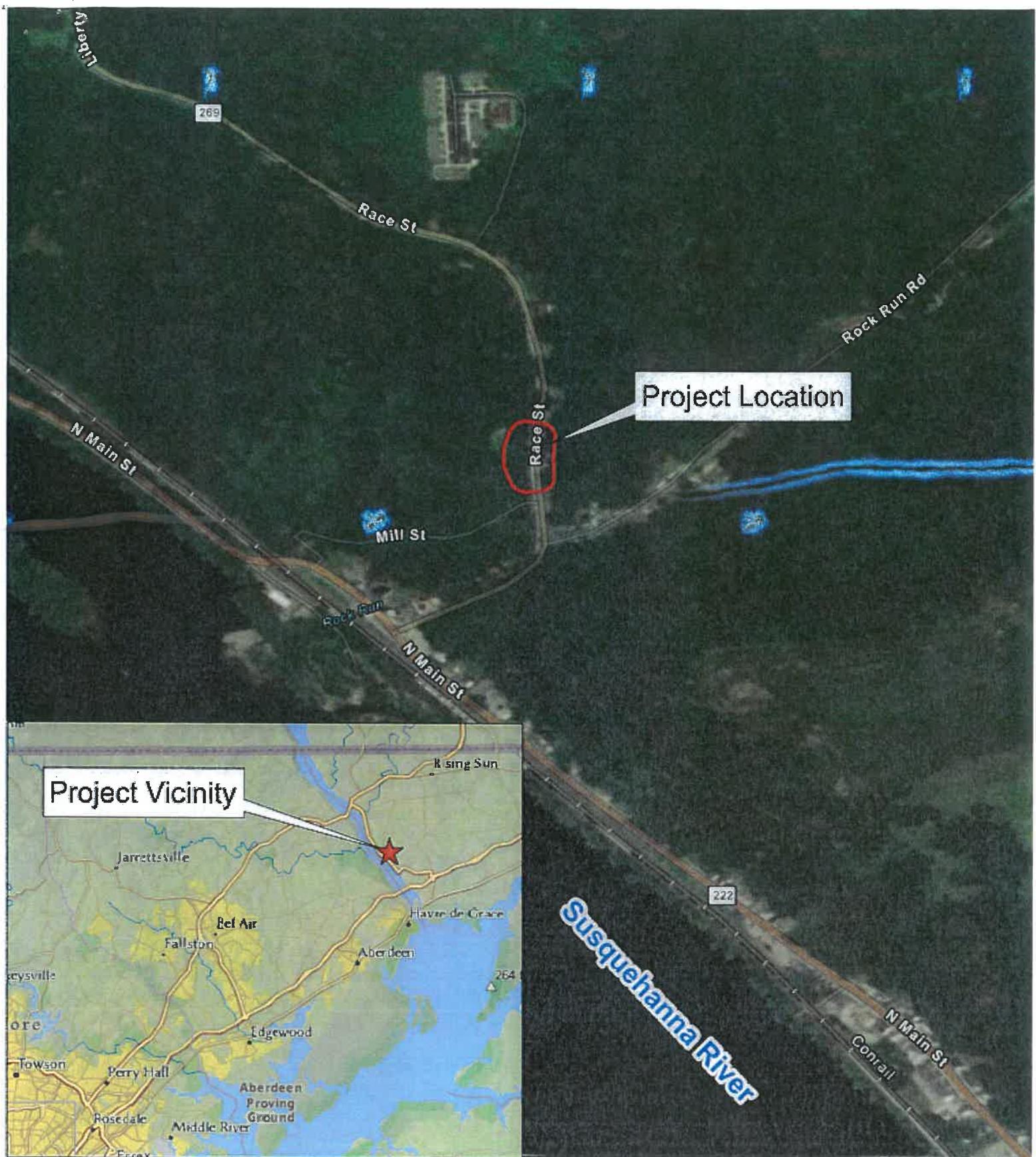
Created:	2024-03-04
By:	Debra Correia (debra.correia@maryland.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxf4VNRi9Jls23fgTCx6imtX1Mul7vVXV

"23-nt-0227" History

-  Document created by Debra Correia (debra.correia@maryland.gov)
2024-03-04 - 7:33:38 PM GMT- IP address: 108.56.75.237
-  Document emailed to wwppepermits.mde@maryland.gov for signature
2024-03-04 - 7:33:45 PM GMT
-  Email viewed by wwppepermits.mde@maryland.gov
2024-03-05 - 10:31:25 PM GMT- IP address: 138.207.177.177
-  Signer wwppepermits.mde@maryland.gov entered name at signing as Heather L. Nelson
2024-03-05 - 10:31:37 PM GMT- IP address: 138.207.177.177
-  Document e-signed by Heather L. Nelson (wwppepermits.mde@maryland.gov)
Signature Date: 2024-03-05 - 10:31:39 PM GMT - Time Source: server- IP address: 138.207.177.177
-  Agreement completed.
2024-03-05 - 10:31:39 PM GMT



Adobe Acrobat Sign



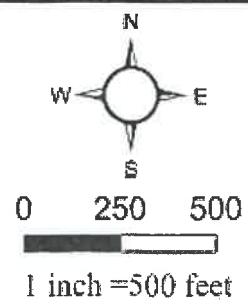
Rock Run Embankment Stabilization

Figure 1. Vicinity Map

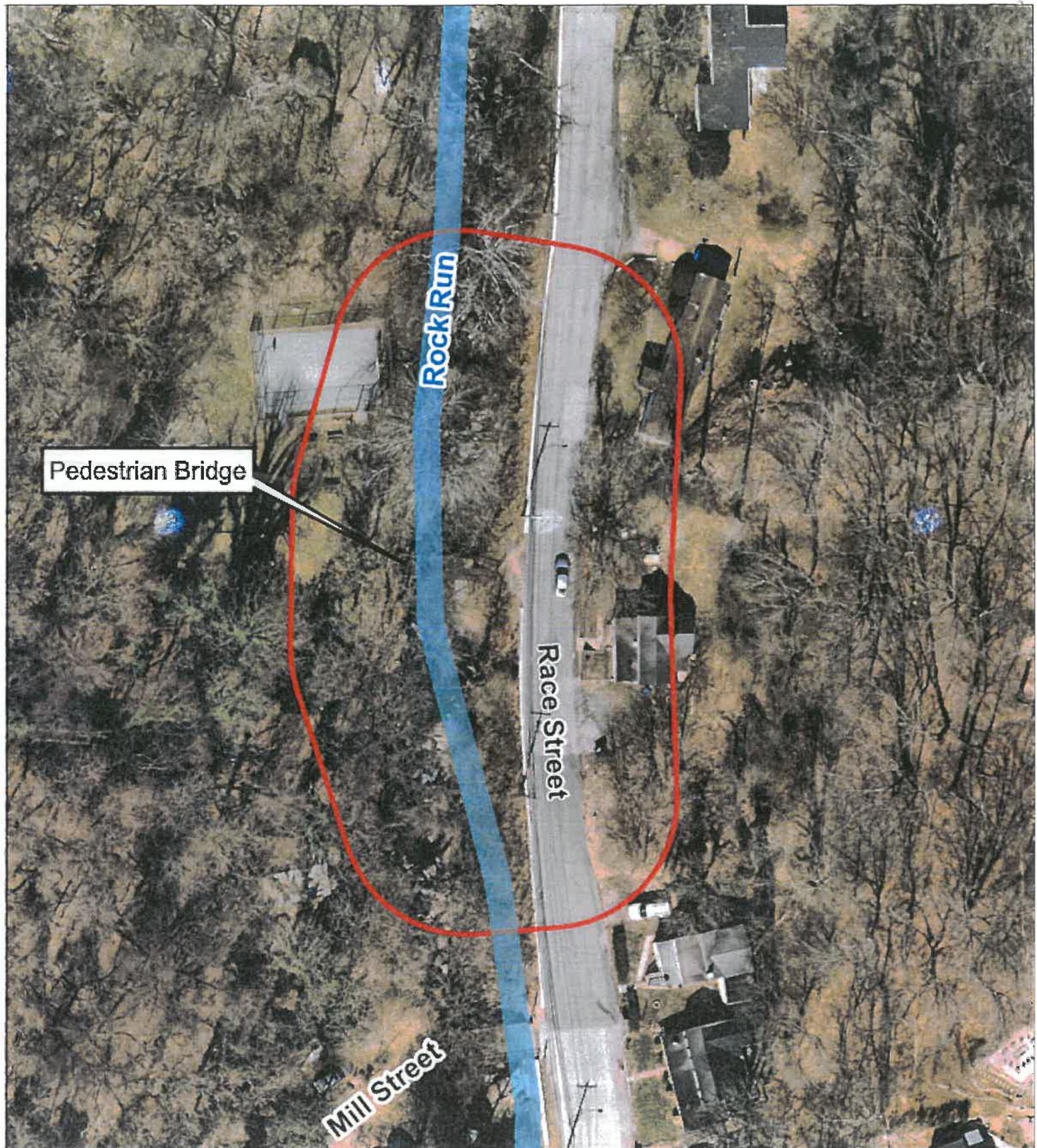
Port Deposit, MD

Legend

Project Study Area



RK&K



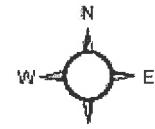
Rock Run Embankment Stabilization

Figure 2. Location Map

Port Deposit, MD

Legend

- Project Study Area
- Rock Run



0 25 50

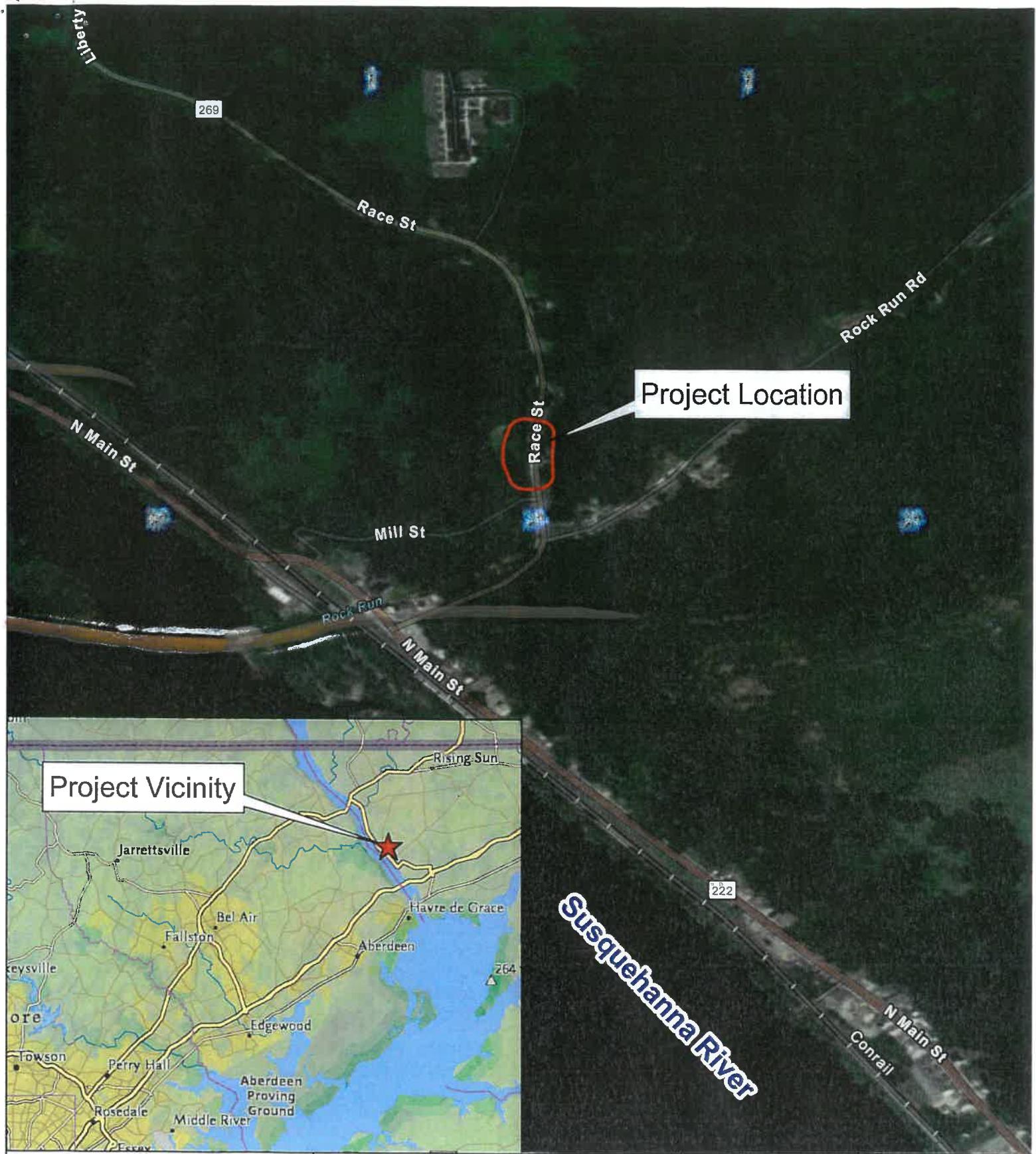
1 inch = 50 feet



RK&K

ATTACHMENT C

Impact Plate



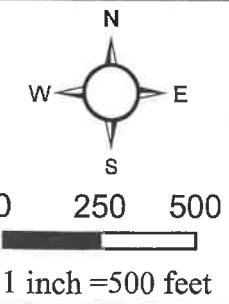
Rock Run Embankment Stabilization

Figure 1. Vicinity Map

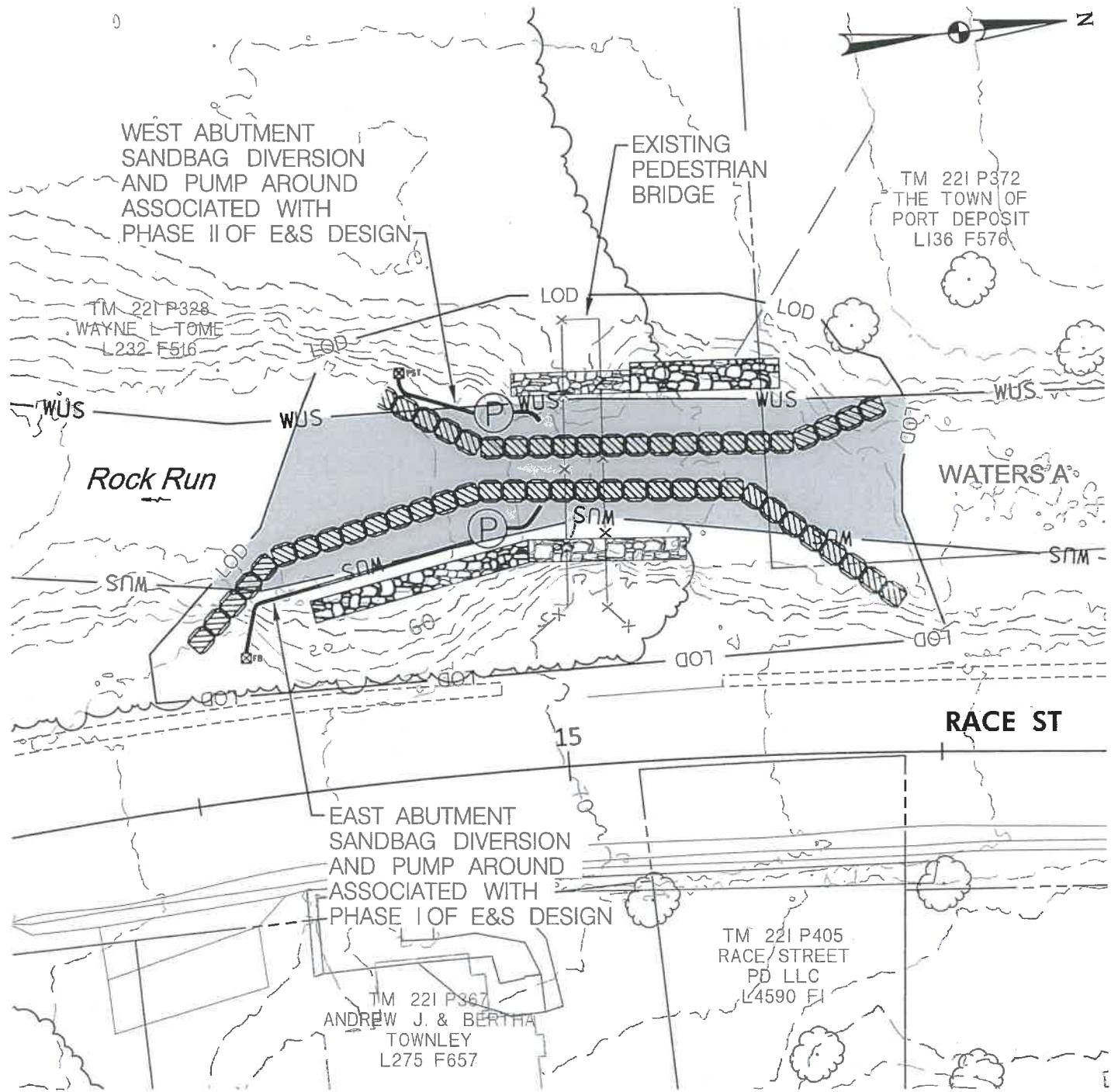
Port Deposit, MD
November 2022

Legend

Project Study Area



RK&K



NOTE: NO WETLANDS, WETLAND BUFFERS, OR FEMA 100-YEAR FLOODPLAIN FALL WITHIN THE EXTENT OF THIS PLATE.

LEGEND OF WETLAND AND WATERS IMPACTS

LIMITS OF DISTURBANCE



WATERS OF THE U.S.



PUMP AROUND



SANBAG DIVERSION



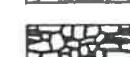
PORTABLE SEDIMENT TANK



EXISTING ABUTMENT



PROPOSED IMBRICATED
ROCK WALL



IMPACTS:

TEMPORARY

PERMANENT

WATERS OF THE US

86 LF/1,596 S.F.



0 LF/0 S.F.



TOWN OF PORT DEPOSIT

R&K

RESPONSIVE PEOPLE • CREATIVE SOLUTIONS
700 East Pratt Street Suite 500 Baltimore, Maryland 21202

ROCK RUN EMBANKMENT STABILIZATION PROJECT IMPACT PLATE

COUNTY: CECIL

CONTRACT NO.:

DATE: APRIL 2023

REVISION DATE:

SCALE: 1" = 20'

PLATE 1 OF 1

ATTACHMENT D
Erosion and Sediment (E&S) Control Plans

ABBREVIATIONS

GENERAL NOTES

CONVENTIONAL SIGNS (SAMPLES)

ABBREVIATIONS AND GENERAL NOTES



TOWN OF PORT DEPUS

ROCK RUN EMBANKMENT
STABILIZATION PROJECT

SURREALIZATION PROJECT
FINAL PLANS

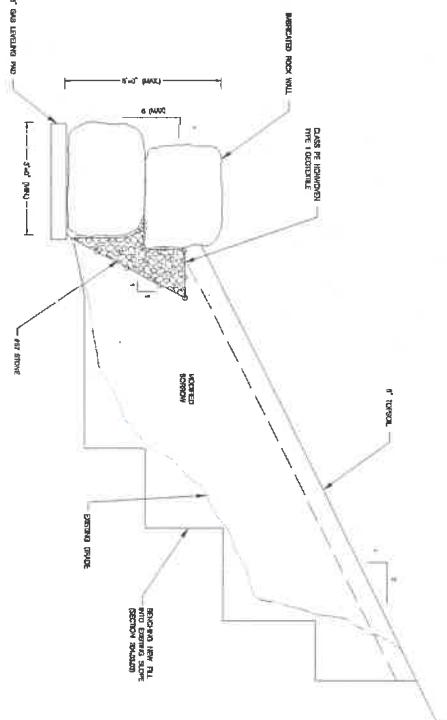
IONS AND GEN

DATE SEPTEMBER 2023 COM

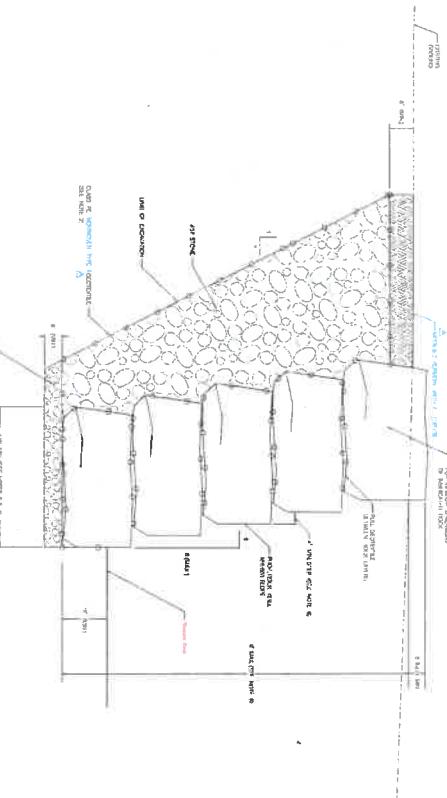
— COUNTY —
— LOGNE —

11

GN = 02 OF 02



IMPERMEATED RIP-RAP WALL TYPICAL SECTION



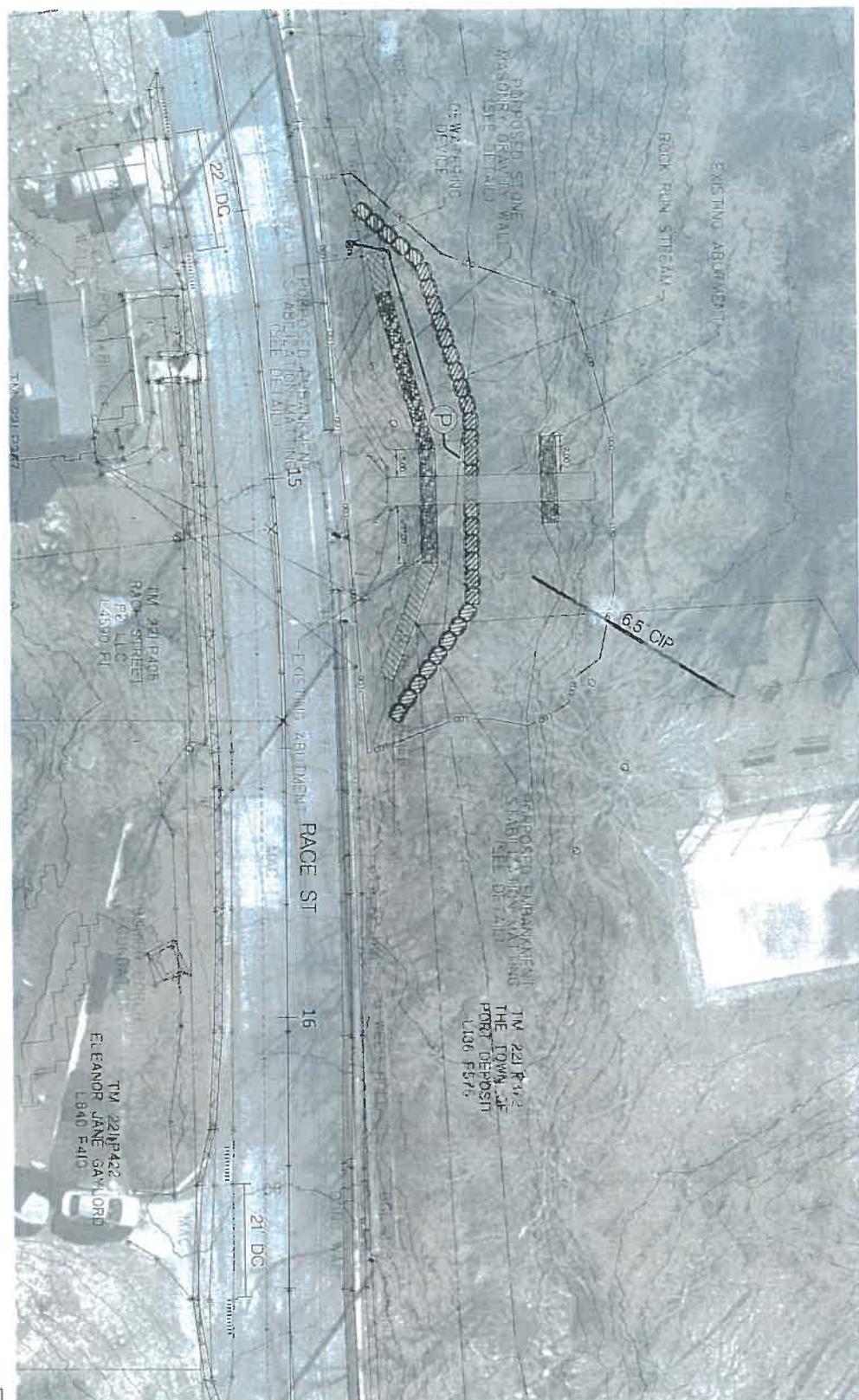
RECALL A FEW OF MY OWN: KARENNE JUST, GENEVA, AS A YOUNG PROTESTANT, SHE WAS TOLD SHE WOULD NOT GET INTO HEAVEN UNLESS SHE COULD PROVE HER FAITH TO HER PARENTS. SHE TALKED TO THEM, AND THEY TOLD HER SHE COULD NOT GET INTO HEAVEN UNLESS SHE COULD PROVE HER FAITH TO HER PARENTS. SHE TALKED TO THEM, AND THEY TOLD HER SHE COULD NOT GET INTO HEAVEN UNLESS SHE COULD PROVE HER FAITH TO HER PARENTS. SHE TALKED TO THEM, AND THEY TOLD HER SHE COULD NOT GET INTO HEAVEN UNLESS SHE COULD PROVE HER FAITH TO HER PARENTS.



TOWN OF PORT DEPOSIT

CONSTRUCTION DETAILS

	
TOWN OF PORT DEPOSIT	
ROCK RUN EMBANKMENT STABILIZATION PROJECT FINAL PLANS	
CONSTRUCTION DETAILS	
SCALE	1" = 60'
DATE	SEPTEMBER 2023
DESIGNED BY	B.M.
BORNE BY	B.M.
CHEMED BY	M.W.G.
MOD/PRO	
DRAWING NO.	HD - 02 OF 02
SHEET NO.	4 OF 8

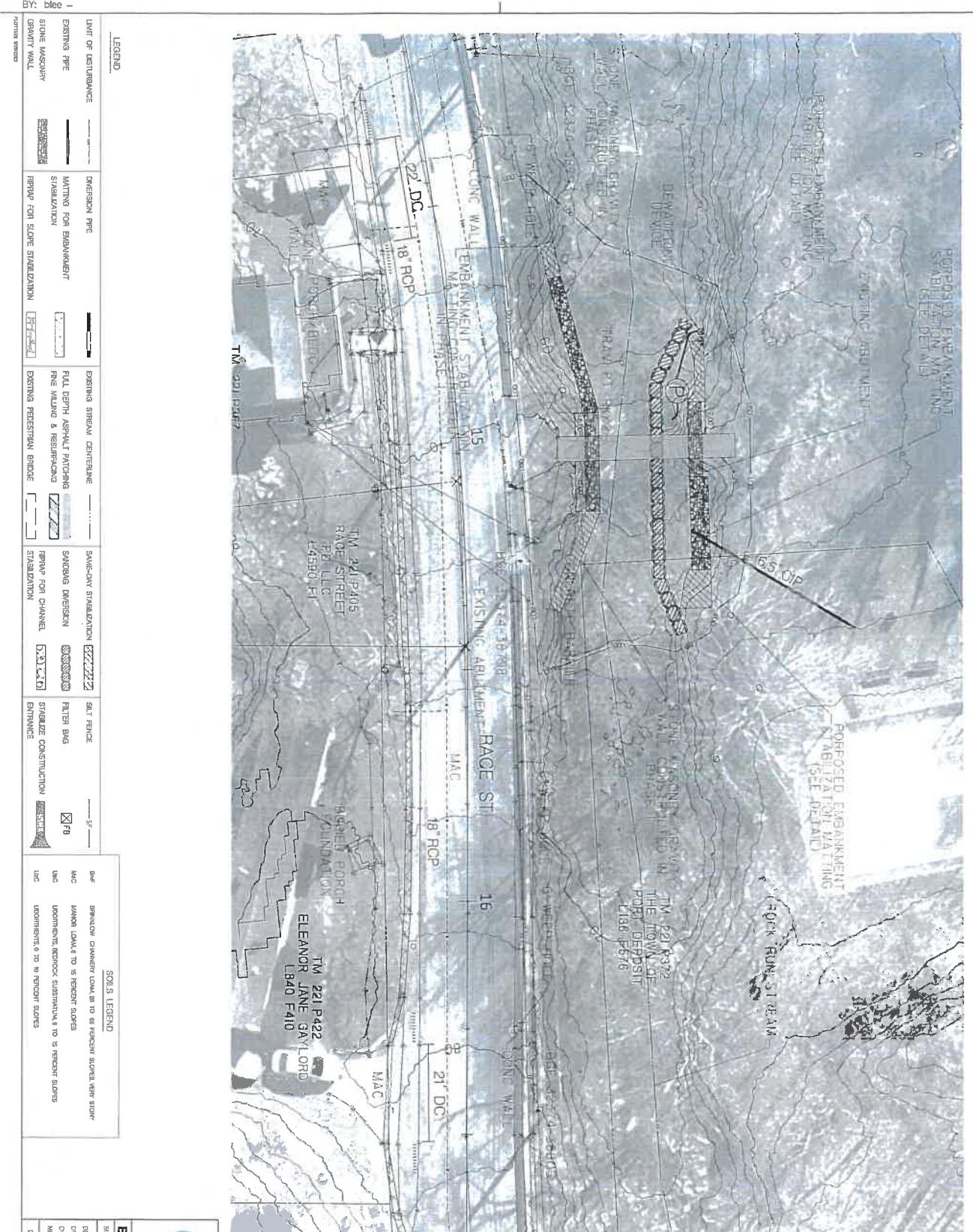


TOWN OF PORT DEPOSIT

ROCK RUN EMBANKMENT
STABILIZATION PROJECT
FINAL PLANS
PHASE 1

EROSION AND SEDIMENT CONTROL PLAN

SCALE	1" = 10'	DATE	DEPARTMENT	2021	CONTRACT NO.	---
DESIGNED BY	---	----	----	----	----	----
LEARNED BY	----	----	----	----	----	----
CHECKED BY	----	----	----	----	----	----
APPROVED BY	----	----	----	----	----	----
PRINTED BY	----	----	----	----	----	----
DRAWING NO.	IS - 01	OF 04	SHEET NO.	5	OF 8	----



TOWN OF PORT DEPOSIT

EROSION AND SEDIMENT CONTROL PLAN

SOILS LEGEND

LEGEND	
UNIT OF DISTURBANCE	
EXISTING PIPE	
STONE MASONRY	
GRAVITY WALL	
DIVERSION PIPE	
MATTING FOR EMBANKMENT	
SABLIZATION	
RAPRUP FOR SLOPE STABILIZATION	
EXISTING STREAM CENTRELINE	
SAME-DAY STABILIZATION	
FULL-DEPTH ASPHALT PAVING	
PIPE MILING & RESURFACING	
EXISTING PEDESTRIAN BRIDGE	
SANDBAG DIMENSION	
REPAIR FOR CHANNEL STABILIZATION	
STABILIZE CONSTRUCTION ENTRANCE	
SALT FENCE	
FILTER BAG	
SUBGRADE CONSTRUCTION	
5' SF	
FB	

RAMY WA

BY
5

WATERS OF THE U.S.

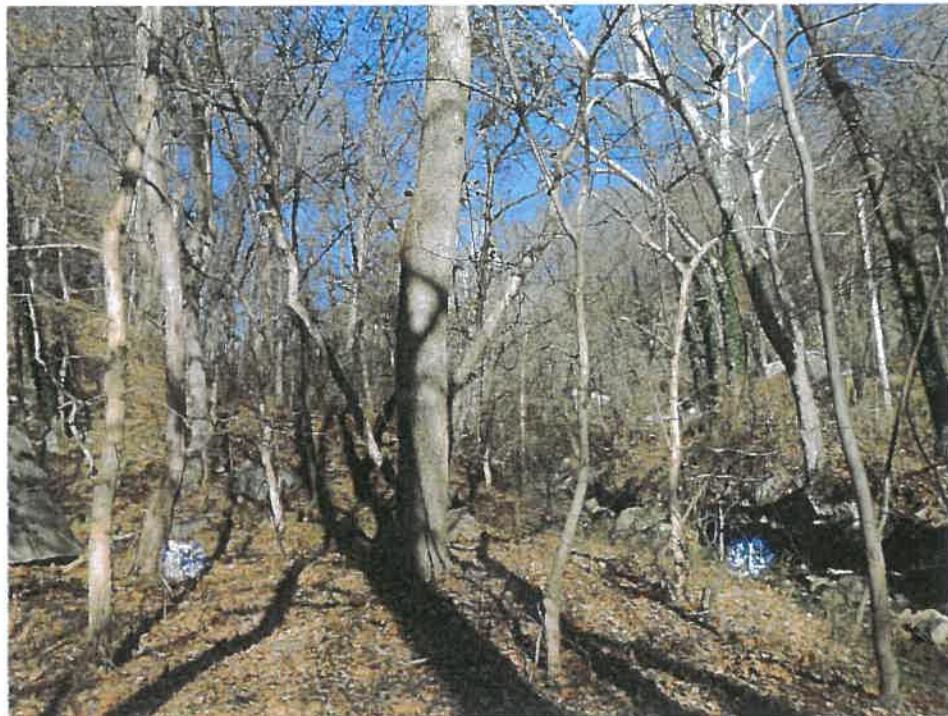


Waters A – Rock Run, Upstream



Waters A – Rock Run, Downstream

FOREST STANDS



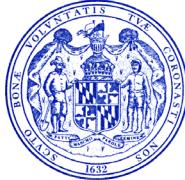
Forest Stand 1 (FS1)



Forest Stand 2 (FS2)

Wes Moore
Governor

Aruna Miller
Lt. Governor



Erik Fisher
Chair

Katherine Charbonneau
Executive Director

**STATE OF MARYLAND
CRITICAL AREA COMMISSION
CHESAPEAKE AND ATLANTIC COASTAL BAYS**

August 13, 2024

Ms. Rinkerman
Town Administrator
Town of Port Deposit
64 S Main Street
Port Deposit, MD 21904

Re: Rock Run Embankment Stabilization; Consistency Report

Dear Ms. Rinkerman:

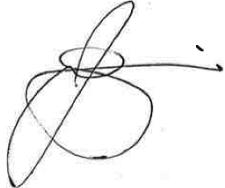
We are in receipt of documentation regarding the above-referenced project, which is required to be submitted to this office per the requirements of COMAR 27.02.02 – State and Local Agency Actions Resulting in Development of Local Significance on Private Lands or Lands Owned by Local Jurisdictions. The Town proposes to stabilize the existing embankment supporting the pedestrian walkway over Rock Run in Port Deposit. Portions of the embankment have failed causing portions of the masonry wingwalls to fall. The proposed rehabilitation design includes repairing the gaps within the existing stone masonry walls and constructing an imbricated rock wall along both abutments. The project will impact 532 square feet of Critical Area Buffer around Rock Run and result in the removal of one eight-inch tree. The project is located within the Intensely Developed Area (IDA) designation of the Critical Area.

The proposed work is required to maintain the stability of the slopes and further degradation of the masonry abutments supporting the pedestrian walkway. This project is needed to ensure the safety of the public utilizing the walkway. After reviewing the consistency report, this office agrees that the project is consistent with the Town of Port Deposit's Critical Area Program for the following reasons:

1. One tree will be removed and mitigated with the planting of one native tree species.
2. Due to the nature of the project, the Critical Area 10% stormwater pollutant reduction is not required.
3. No Habitat Protection Areas will be impacted other than the Buffer. Critical Area Buffer disturbance totals 532 square feet and will be mitigated onsite with 600 square feet of planting (three two-inch caliper native trees). Temporarily disturbed areas within the Buffer will be reseeded with native vegetation following construction.
4. There are no tidal wetland impacts. Nontidal wetland impacts have been submitted to MDE (permit # 23-NT-0227/202361616).

Thank you for the opportunity to comment on the proposed work. Please update the Critical Area Commission staff should any part of the project change, as that may require additional review. If you have any questions, please contact Jonathan Coplin at (410)-260-3481 or at Jonathan.Coplin@maryland.gov

Sincerely,

A handwritten signature in black ink, appearing to read "J. Coplin".

Jonathan Coplin
Natural Resource Planner

File No. PD 0186-24

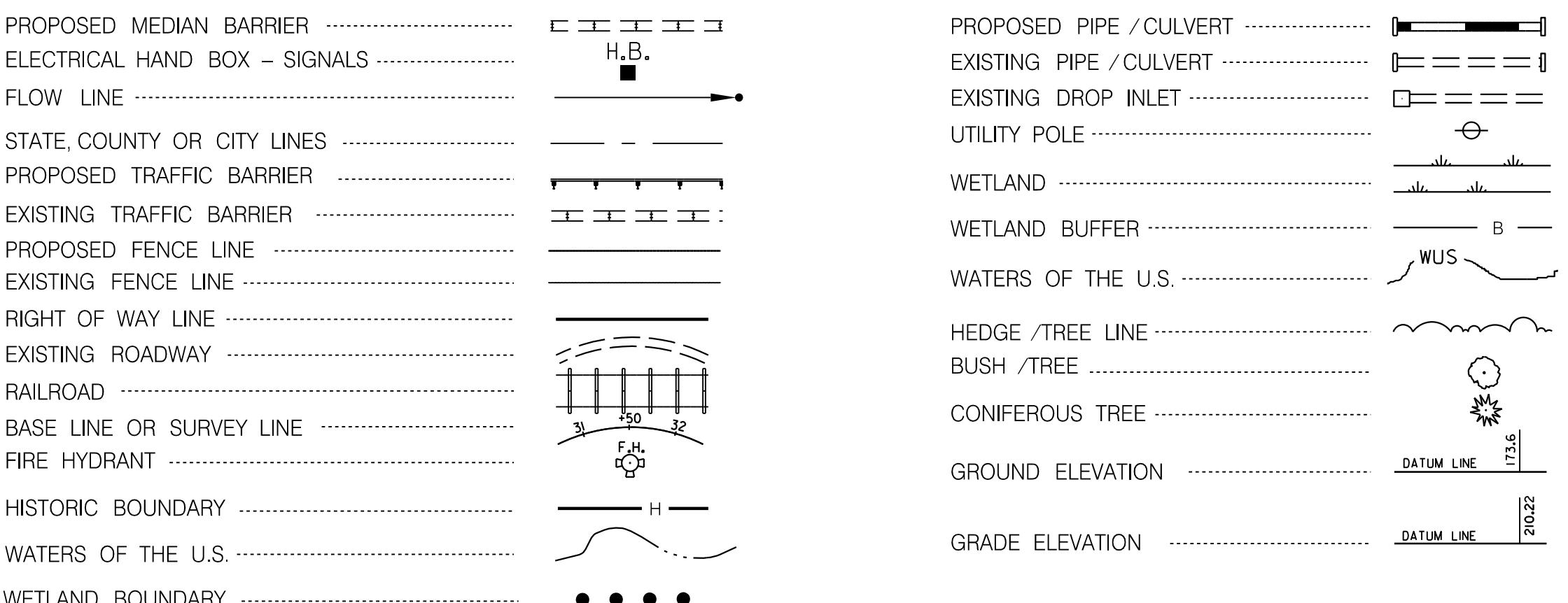
ABBREVIATIONS

AASHTO	American Association of State Highway Transportation Officials
ADT.....	Average Daily Traffic
AHD.....	Ahead
APPROX.....	Approximate
B or BL.....	Baseline
BK	Back /Book
BIT.....	Bituminous
B.C.....	Bituminous Concrete
B.M.....	Bench Mark
BOT.....	Bottom
C.C.....	Center of Curve
CAP.....	Corrugated Aluminum Pipe
CAPA.....	Corrugated Aluminum Pipe Arch
CATV.....	Cable Television
C.B.R.....	California Bearing Ratio
C or CL.....	Centerline
CL.....	Class
CLF.....	Chainlink Fence
CMP.....	Corrugated Metal Pipe
C.O.....	Cleanout
COMB.....	Combination
CONC.....	Concrete
CONSTR.....	Construction
COR.....	Corner
CORR.....	Correction
CPP-S.....	Corrugated Polyethylene Pipe – Type 'S'
CSP.....	Corrugated Steel Pipe – Aluminized Type 2
CSPA.....	Corrugated Steel Pipe Arch – Aluminized Type 2
DC.....	Degree of Curve
D.H.V.....	Design Hourly Volume
D.I.....	Drop Inlet
DIA.....	Diameter
D.O.....	Double Opening
E.....	East
E.....	Electric
E.....	External Distance
EA.....	Each
EB.....	Eastbound
ELEV.....	Elevation
ES.....	End Section
EX or EXIST.....	Existing
FT.....	Feet
F or FL.....	Flowline
F.B.D.....	Flat Bottom Ditch
F.H.....	Fire Hydrant
FWD.....	Forward
G.....	Gas
G.V.....	Gas Valve
H.B.....	Handbox
HDPE.....	High Density Polyethylene
HDWL.....	Headwall
HERCP.....	Horizontal Elliptical Reinforced Concrete Pipe
HP.....	High Point
IN.....	Inch
I.S.T.....	Inlet Sediment Trap
INV.....	Invert
J.B.....	Junction Box
K.....	K Inlet
L.....	Length
LF.....	Linear Feet
L.L.....	Liquid Limit
LP.....	Low Point
L.P.....	Light Pole
LT.....	Left
MAC.....	Macadam
M.C.....	Moisture Content
MAX.....	Maximum
M.D.C.....	Maximum Dry Content
MOD.....	Modified
MIN.....	Minimum
N.....	North
NB.....	Northbound
NE.....	Northeast
N.P.....	Non-Plastic
O.C.....	On Center
OHE.....	Overhead Electric
O.M.....	Optimum Moisture
PAV.T.....	Pavement
PC.....	Point of Curvature
PCC.....	Point of Compound Curvature
P.C.....	Point of Crown
PGE.....	Profile Grade Elevation
P.G.E.....	Profile Ground Elevation
P.G.L.....	Profile Grade Line
PGL.....	Profile Ground Line
PR.....	Point of Rotation
P.I.....	Plasticity Index
PI.....	Point of Intersection
POC.....	Point On Curve
POT.....	Point On Tangent
PPWP.....	Polyvinyl Chloride Profile Wall Pipe
PROP.....	Proposed
PRC.....	Point of Reverse Curve
PT.....	Point
PT.....	Point of Tangency
PVC.....	Point of Vertical Curve
PVC.....	Polyvinyl Chloride
PVI.....	Point of Vertical Intersection
PVRC.....	Point of Vertical Reverse Curve
PVT.....	Point of Vertical Tangency
R.....	Radius
R.F.....	Rock Fragments
RT.....	Right
RW or RW.....	Right of Way
RCP.....	Reinforced Concrete Pipe
RCP.....	Reinforced Concrete Pressure Pipe
R.Q.D.....	Rock Quality Designation
R.M.....	Rootmat
S.....	South
SAN.....	Sanitary Sewer
SB or S.B.....	Southbound
S.D.....	Storm Drain
S.D.D.....	Surface Drain Ditch
SE.....	Super Elevation
SF.....	Silt Fence
SF.....	Square Feet
SHT.....	Sheet
SPP.....	Structural Steel Plate Pipe
SPPA.....	Structural Steel Plate Pipe Arch
S.P.T.....	Standard Penetration Testing
SRP.....	Steel Spiral Rib Pipe – Aluminized Type 2
SRPA.....	Steel Spiral Rib Pipe Arch – Aluminized Type 2
SSD.....	Stopping Sight Distance
SSF.....	Super Silt Fence
STD.....	Standard
STA.....	Station
SO.....	Single Opening
SY.....	Square Yards
SWM.....	Stormwater Management
T.....	Tangent
T.....	Telephone
T.C.....	Top of Cover
T.G.....	Top of Grate
T or TL.....	Traverse Line
T.M.....	Top of Manhole
TRAV.....	Traverse
TS.....	Temporary Swale
T.S.....	Top of Slab
T.S.....	Topsoil
TYP.....	Typical
U.D.....	Under Drain
U.G.....	Underground
U.P.....	Utility Pole
USDA.....	United States Department of Agriculture
VCL.....	Vertical Clearance
V.C.L.....	Vertical Curve Length
W.....	Water
W.....	West
WB.....	Westbound
WB.....	Wetland Buffer
W.M.....	Water Meter
W.S.....	Wrapped Steel
WUS.....	Waters of the United States
W.V.....	Water Valve

GENERAL NOTES

- THE EXISTING UTILITIES AND OBSTRUCTIONS SHOWN ON THESE PLANS ARE FROM THE BEST AVAILABLE RECORDS AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS INVOLVED PRIOR TO GRADING OPERATIONS.
- ALL EXISTING UTILITY FRAMES AND GRATES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE ADJUSTED TO FINISHED GRADE.
- CHECK ALL DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. ANY CONFLICTS CONCERNING THE CONSTRUCTION AROUND EXISTING OBSTRUCTIONS PER THESE PLANS SHALL BE RESOLVED BETWEEN THE CONTRACTOR AND THE FIELD ENGINEER.
- PERFORM ALL WORK IN A MANNER THAT WILL ENSURE THE LEAST PRACTICABLE OBSTRUCTION TO TRAFFIC WHILE MAINTAINING SAFETY OF MOTORISTS AND CONSTRUCTION WORKERS.
- THE CONTRACTOR MUST FIELD VERIFY EXISTING STORM DRAIN STRUCTURES AND PIPE OUTFALLS BEFORE ORDERING MATERIALS.
- ALL MILLING AND RESURFACING SHALL BE DONE IN SUCH A MANNER AS TO ASSURE POSITIVE DRAINAGE.
- NO WORK SHALL BE COMPLETED DURING A RAIN EVENT. NO DISTURBED AREA SHALL BE LEFT UNSTABILIZED OVERNIGHT UNLESS THE RUN OFF IS DIRECTED TO A MDE APPROVED SEDIMENT CONTROL DEVICE.
- IN AREAS OF CONCRETE SIDEWALK AND/OR ASPHALT REMOVAL, PLACED FURNISHED SUBSOIL, 4" FURNISHED TOPSOIL AND TURFGRASS SOD ESTABLISHMENT UNLESS NOTED OTHERWISE.
- REPAIRS TO THE UTILITIES OR PROPERTY DAMAGE AS A RESULT OF THE CONTRACTOR'S NEGLIGENCE OR METHOD OF OPERATION SHALL BE MADE AT NO ADDITIONAL COST TO PORT DEPOSIT OR THE UTILITY OWNER.

CONVENTIONAL SIGNS (SAMPLES)



TOWN OF PORT DEPOSIT					
ROCK RUN EMBANKMENT STABILIZATION PROJECT FINAL PLANS					
ABBREVIATIONS AND GENERAL NOTES					
SCALE	NTS	DATE	SEPTEMBER 2025	CONTRACT NO.	
DESIGNED BY	BML	COUNTY	CECIL		
DRAWN BY	BML	LOGMILE			
CHECKED BY	MAG				
MDE/PRD					
DRAWING NO.	GN - 02	OF	02	SHEET NO.	2 OF 8



TOWN OF PORT DEPOSIT

ROCK RUN EMBANKMENT
STABILIZATION PROJECT
FINAL PLANS

CONSTRUCTION PLAN

1" = 10' DATE SEPTEMBER 2025 CONTRACT NO. _____

Digitized by srujanika@gmail.com

COUNTY CECIL

LOGMILE _____

2 = 01 QF 02 SHEET NO 3 QF 8

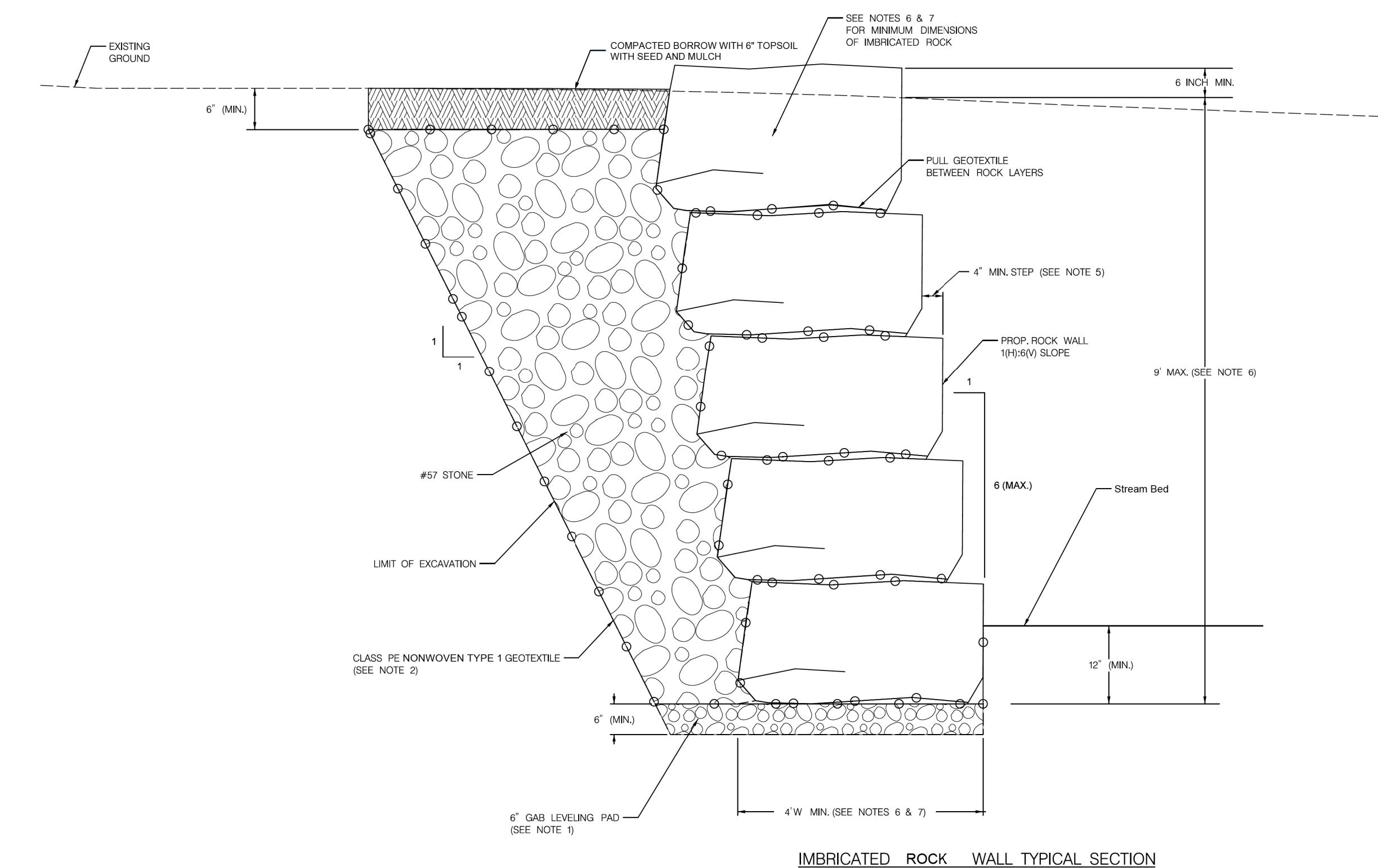
5 OF 52 SHEET NO: 5 OF 8

LEGEND

LIMIT OF DISTURBANCE	— LOD —	DIVERSION PIPE	
EXISTING PIPE		MATTING FOR EMBANKMENT STABILIZATION	
IMBRICATED ROCK WALL		BIRRAP FOR SLOPE STABILIZATION	

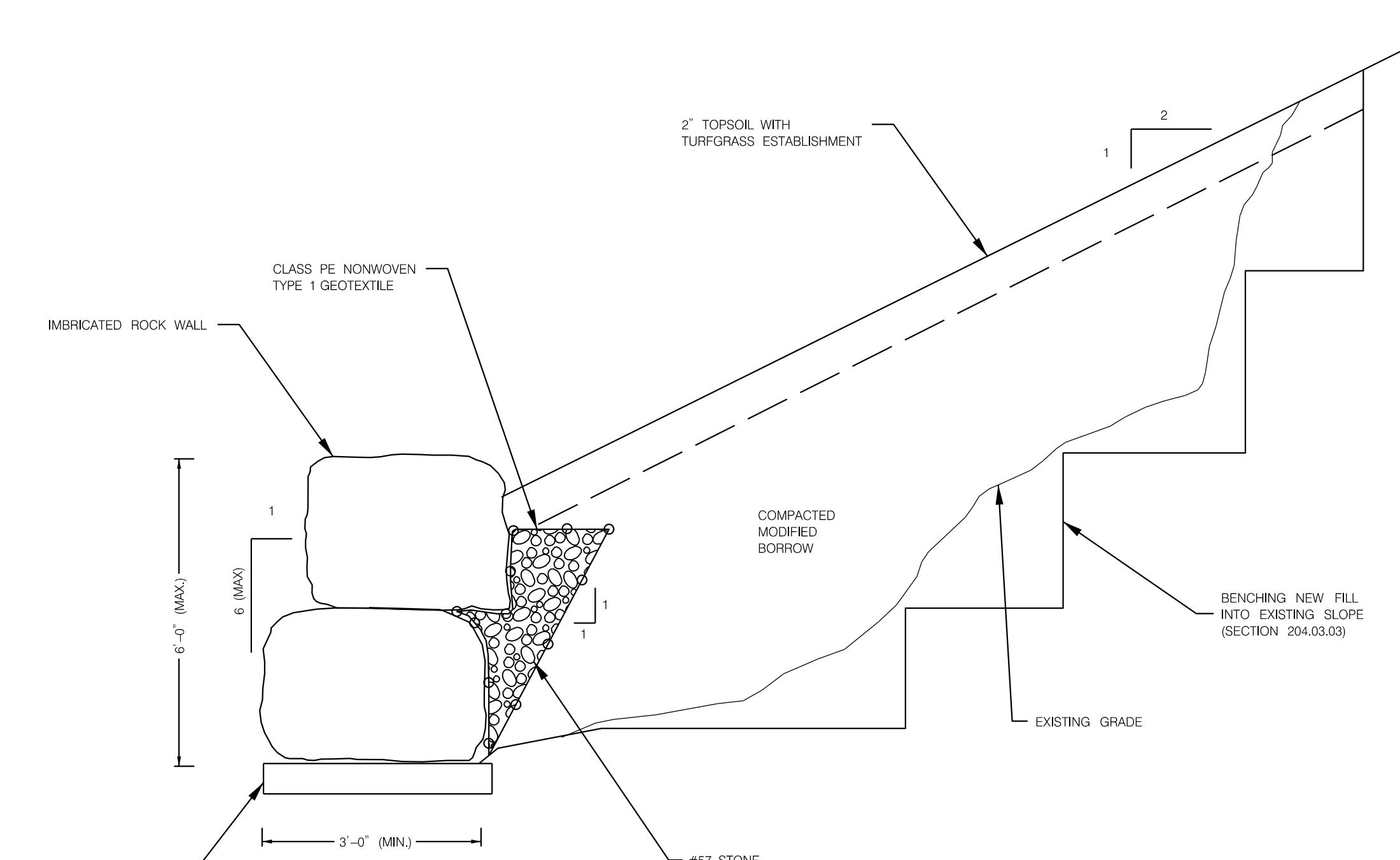
SOILS LEGEND

BrvF	BRINKLOW CHANNERY LOAM, 25 TO 65 PERCENT SLOPES, VERY STONY
MaC	MANOR LOAM, 8 TO 15 PERCENT SLOPES
UaC	UDORTHENTS, BEDROCK SUBSTRATUM, 8 TO 15 PERCENT SLOPES
UzC	UDORTHENTS, 0 TO 10 PERCENT SLOPES



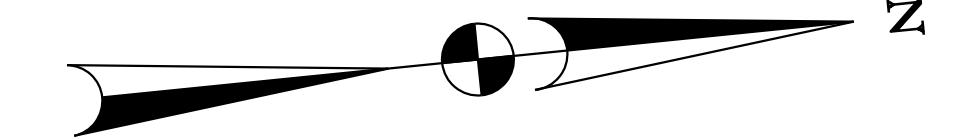
NOTES:

1. INSTALL 6 INCHES OF GRADED AGGREGATE BASE (GAB) AS A LEVELING PAD BELOW THE IMBRICATED WALL STONES.
2. PLACE SEPARATION GEOTEXTILE ON THE GROUND SURFACE TO SEPARATE #57 STONE FROM THE SOIL.
3. AS THE IMBRICATED WALL STONE IS PLACED BACKFILL BEHIND THE IMBRICATED WALL.
4. THE IMBRICATED WALL SHOULD EXTEND A MINIMUM 12 INCHES BELOW THE BOTTOM OF STREAM IF BEDROCK IS ENCOUNTERED AT A SHALLOW DEPTH, EXCAVATION OF BEDROCK IS NOT REQUIRED, BUT SOME ROCK EXCAVATION MAY BE REQUIRED TO PROVIDE A LEVEL SURFACE TO PLACE THE IMBRICATED WALL.
5. INSTALL THE IMBRICATED WALL STONES AT A BATTER OF 1H:6V.
6. MINIMUM IMBRICATED ROCK DIMENSIONS ARE BASED ON MAXIMUM WALL HEIGHT OF 9'.
7. MINIMUM IMBRICATED ROCK DIMENSIONS SHALL CONSIST OF THE FOLLOWING:
-THE BOTTOM COURSE SHALL CONSIST OF STONE THAT IS A MINIMUM OF 2'H X 2'L X 4'W.
-THE BOTTOM COURSE SHALL BE PLACED SUCH THAT THE 4' DIMENSION IS PERPENDICULAR TO THE STREAM ALIGNMENT.
-THE UPPERMOST THREE COURSES OF STONE MAY BE REDUCED TO 3'W.



SLOPE REPAIR TYPICAL SECTION

TOWN OF PORT DEPOSIT		
ROCK RUN EMBANKMENT STABILIZATION PROJECT FINAL PLANS		
CONSTRUCTION DETAILS		
SCALE	NTS	DATE SEPTEMBER 2025 CONTRACT NO. _____
DESIGNED BY	BML	COUNTY CECIL
DRAWN BY	BML	LOGMILE
CHECKED BY	MAG	
MDE/PRD		
DRAWING NO.	HD - 02 OF 02	SHEET NO. 4 OF 8



TOWN OF PORT DEPOSIT

ROCK RUN EMBANKMENT
STABILIZATION PROJECT
FINAL PLANS
PHASE 1

EROSION AND SEDIMENT CONTROL PLAN

SCALE 1" = 10' DATE SEPTEMBER 2025 CONTRACT NO. _____

DESIGNED BY BML COUNTY CECIL
DRAWN BY BML LOGMILE
CHECKED BY MAG
MDE/PRD _____

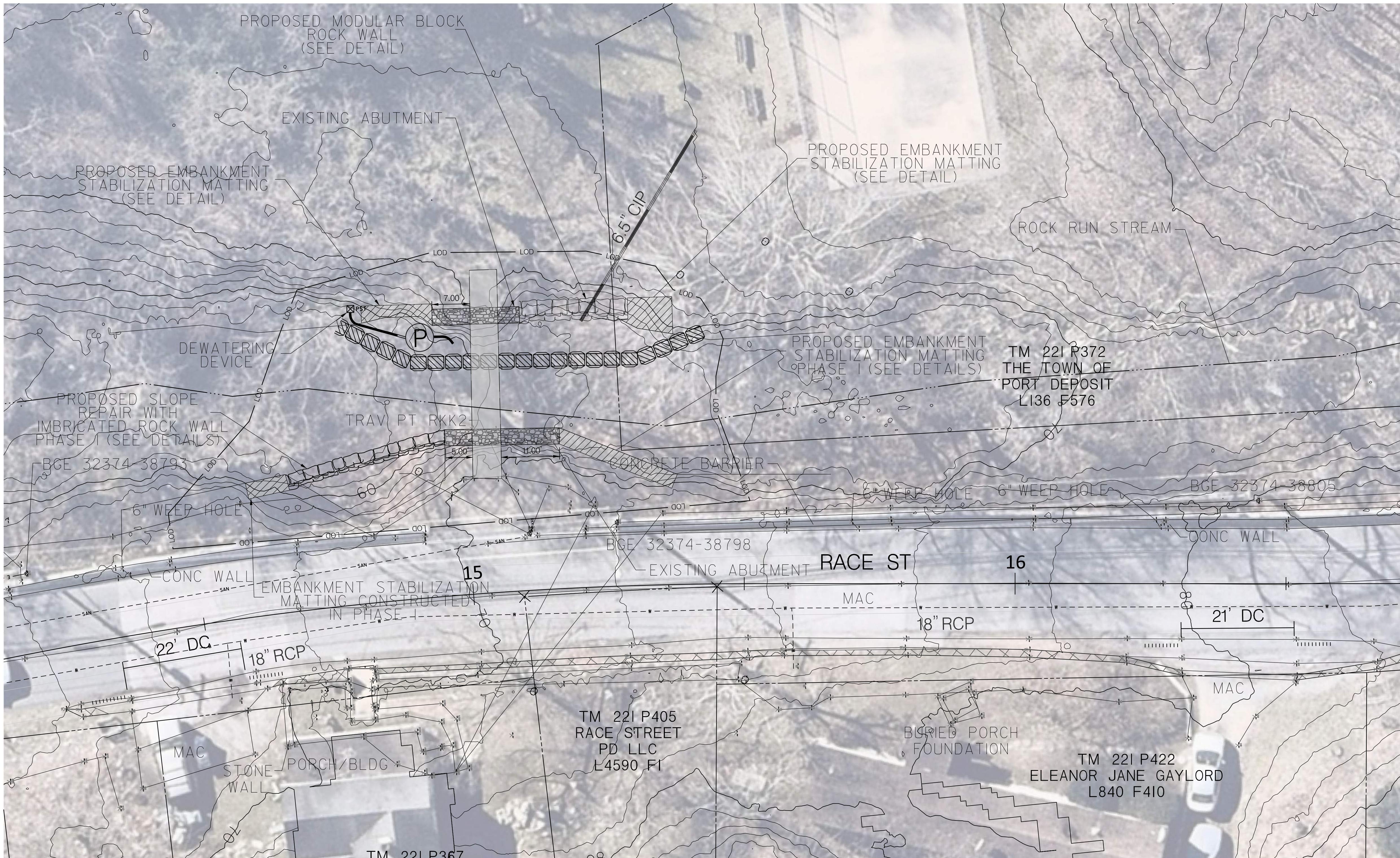
DRAWING NO. ES - 01 OF 04 SHEET NO. 5 OF 8

LEGEND

LIMIT OF DISTURBANCE	LOD	DIVERSION PIPE	—	EXISTING STREAM CENTERLINE	—	SAME-DAY STABILIZATION	▨▨▨▨	SILT FENCE	—SF—
EXISTING PIPE	—	—	—	FULL DEPTH ASPHALT PATCHING	▨▨▨▨	SANDBAG DIVERSION	▨▨▨▨	FILTER BAG	☒ FB
IMBRICATED ROCK WALL	▨▨▨▨	—	—	FINE MILLING & RESURFACING	▨▨▨▨	RIPRAP FOR CHANNEL STABILIZATION	▨▨▨▨	STABILIZE CONSTRUCTION ENTRANCE	▨▨▨▨
RIPRAP FOR SLOPE STABILIZATION	▨▨▨▨	—	—	EXISTING PEDESTRIAN BRIDGE	—	—	—	—	—

SOILS LEGEND

Br/F	BRINKLOW CHANNERY LOAM, 25 TO 65 PERCENT SLOPES, VERY STONY
Ma/C	MANOR LOAM, 8 TO 15 PERCENT SLOPES
Ua/C	UDORTHENTS, BEDROCK SUBSTRATUM, 8 TO 15 PERCENT SLOPES
Uz/C	UDORTHENTS, 0 TO 10 PERCENT SLOPES



TOWN OF PORT DEPOSIT

ROCK RUN EMBANKMENT
STABILIZATION PROJECT
FINAL PLANS
PHASE 2

EROSION AND SEDIMENT CONTROL PLAN

SCALE 1" = 10' DATE SEPTEMBER 2025 CONTRACT NO. _____

DESIGNED BY BML COUNTY CECIL
DRAWN BY BML LOGMILE
CHECKED BY MAG
MDE/PRD _____

DRAWING NO. ES - 02 OF 04 SHEET NO. 6 OF 8

LEGEND

LIMIT OF DISTURBANCE	LOD	DIVERSION PIPE	—	EXISTING STREAM CENTERLINE	—	SAME-DAY STABILIZATION	▨▨▨▨	SILT FENCE	—SF—
EXISTING PIPE	—	MATTING FOR EMBANKMENT STABILIZATION	▨▨▨▨	FULL DEPTH ASPHALT PATCHING	▨▨▨▨	SANDBAG DIVERSION	▨▨▨▨	FILTER BAG	▢ FB
IMBRICATED ROCK WALL	▨▨▨▨	RIPRAP FOR SLOPE STABILIZATION	▨▨▨▨	FINE MILLING & RESURFACING	▨▨▨▨	RIPRAP FOR CHANNEL STABILIZATION	▨▨▨▨	STABILIZE CONSTRUCTION ENTRANCE	▨▨▨▨

SOILS LEGEND

BrF	BRINKLOW CHANNERY LOAM, 25 TO 65 PERCENT SLOPES, VERY STONY
MaC	MANOR LOAM, 8 TO 15 PERCENT SLOPES
UaC	UDORTHENTS, BEDROCK SUBSTRATUM, 8 TO 15 PERCENT SLOPES
UzC	UDORTHENTS, 0 TO 10 PERCENT SLOPES

EROSION AND SEDIMENT CONTROL – GENERAL NOTES

1. NOTIFICATION

NOTIFY THE REGIONAL ENVIRONMENTAL COORDINATOR (REC) IN WRITING AND/OR BY TELEPHONE AT (410) 365-0164 PRIOR TO THE FOLLOWING POINTS:

- PRE-CONSTRUCTION MEETING.
- EROSION AND SEDIMENT CONTROL (ESC) MEETING (MINIMUM 7 WORKING DAYS PRIOR TO COMMENCING EARTH DISTURBING ACTIVITIES).
- UPON INSTALLATION OF INITIAL ESC MEASURES.
- INSTALLATION OF MAJOR ESC BASINS/TRAPS.
- REMOVAL OR MODIFICATION OF ANY ESC MEASURES.
- REMOVAL OF ALL ESC DEVICES.
- FINAL ACCEPTANCE BY THE ADMINISTRATION.

2. STANDARDS AND SPECIFICATIONS

CONSTRUCT THIS PLAN ACCORDING TO THE MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE) "2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL", THE MDE "2000 MARYLAND STORMWATER DESIGN MANUAL, VOLUMES I & II", THE MDOT SHA "FIELD GUIDE FOR EROSION AND SEDIMENT CONTROL", THE ANNOTATED CODE OF MARYLAND, THE CODE OF MARYLAND (COMAR) 26.17.01 AND 26.17.02, ALL REVISIONS THEREOF, AND AS SPECIFIED, KEEP A COPY OF THE 2011 "MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL" ON THE SITE AT ALL TIMES. PERFORM VEGETATIVE STABILIZATION ACCORDING TO THOSE STANDARDS AND AS SPECIFIED.

3. INSPECTION

DAILY INSPECT ALL ESC MEASURES AND MAINTAIN THEM IN A CONTINUOUSLY-EFFECTIVE OPERATING CONDITION UNTIL REMOVED AS APPROVED BY THE REC AND THE ENGINEER.

4. SHUTDOWNS / LIQUIDATED DAMAGES

COMPLETE COMPLIANCE WITH THE APPROVED ESC PLAN IS EXPECTED AT ALL TIMES. IN CASES WHERE THE CONTRACTOR IS FOUND TO BE IN NON-COMPLIANCE, THE ADMINISTRATION WILL TAKE STEPS TO IMPOSE SELECTED OR TOTAL SHUTDOWNS AND MAY IMPOSE LIQUIDATED DAMAGES FOR NON-COMPLIANCE.

THE ADMINISTRATION'S DISTRICT ENGINEER MAY IMPOSE A TOTAL OR PARTIAL SHUTDOWN IF THE PROJECT MAY ADVERSELY IMPACT THE WATERS OF THE STATE.

5. RECORD KEEPING

ENSURE THE STORMWATER MANAGEMENT (SWM)/ESC APPROVAL LETTER, APPROVED EROSION AND SEDIMENT CONTROL PLANS, APPROVED MODIFICATIONS, MODIFICATION APPROVAL LETTER(S), DAILY LOG BOOKS, TEST REPORTS, AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) NOTICE OF INTENT (NOI) PERMIT ARE AVAILABLE ON-SITE FOR REVIEW AND INSPECTION BY THE ADMINISTRATION.

6. CLEARING AND GRUBBING

UNLESS OTHERWISE SPECIFIED OR APPROVED, LIMIT THE CLEARING AND GRUBBING AREA TO A SINGLE 20-ACRE GRADING UNIT PER GRADING OPERATION. ONCE THIS FIRST UNIT IS HALF GRADED, STABILIZATION MEASURES ARE IN PLACE, AND APPROVED, WORK MAY PROCEED TO A SECOND 20-ACRE GRADING UNIT. UNLESS SPECIFICALLY APPROVED, NO MORE THAN 30 ACRES MAY BE DISTURBED AT ANY TIME.

7. SENSITIVE AREAS

WITH THE APPROVAL AND ASSISTANCE OF THE ENGINEER, COORDINATE WITH THE APPROPRIATE ADMINISTRATION REPRESENTATIVES TO COORDINATE WITH THE APPROPRIATE REGULATORY AGENCIES TO ENSURE THAT ALL PERMIT CONDITIONS ARE MET PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES WITHIN SPECIFIED SENSITIVE AREAS. SENSITIVE AREAS INCLUDE BUT ARE NOT LIMITED TO FLOODPLAINS, WETLANDS, WETLAND BUFFERS, CHESAPEAKE BAY CRITICAL AREA, FORESTS, ARCHEOLOGICAL SITES, HISTORIC SITES, PARKLAND, AND OPEN WATERS. DESIGNATE A RESPONSIBLE PARTY TO MONITOR ALL WORK IN THESE AREAS AND ENSURE THAT REASONABLE CARE IS TAKEN DURING WORK IN AND ADJACENT TO THESE AREAS.

8. INGRESS / EGRESS CONTROLS

PROTECT ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS AND PREVENT THE DEPOSITION OF MATERIALS ON PUBLIC ROADS. IF DEPOSITION OCCURS, MECHANICALLY REMOVE ALL MATERIALS DEPOSITED ON PUBLIC ROADS IMMEDIATELY. FLUSHING OF ROAD SURFACES IS PROHIBITED. WHEN NO SCE IS PROVIDED, KEEP ALL CONSTRUCTION EQUIPMENT WITHIN THE LOD UNTIL THE WORK IS COMPLETE. CLEAN TREADS/TIRES PRIOR TO THE EQUIPMENT LEAVING THE LOD.

9. EROSION AND SEDIMENT CONTROL EXCAVATION

DISPOSE OF MATERIAL REMOVED FROM ESC DEVICES IN AN APPROVED WASTE SITE AS SPECIFIED IN SECTION 201. MATERIALS MAY BE STORED FOR RE-USE. MATERIALS STORED ON-SITE MAY BE REUSED ONCE IT IS DRIED AND IF IT MEETS THE REQUIREMENTS FOR EMBANKMENTS OR OTHER UNSPECIFIED NEEDS.

10. DEWATERING PRACTICES

OPERATE DEWATERING PRACTICES IN A MANNER THAT DOES NOT DISCHARGE SEDIMENT INTO WATERWAYS. NO VISIBLE CHANGES TO STREAM CLARITY ARE ACCEPTABLE.

11. STANDARD STABILIZATION NOTE

FOLLOWING INITIAL SOIL DISTURBANCE OR REDISTURBANCE, COMPLETE PERMANENT OR TEMPORARY STABILIZATION WITHIN THREE (3) CALENDAR DAYS FOR SURFACES OF ALL PERIMETER CONTROLS, DIKES, SWALES, DITCHES, PERIMETER SLOPES, AND ALL SLOPES GREATER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1) AND SEVEN (7) DAYS AS TO ALL OTHER DISTURBED OR GRADED AREAS ON THE SITE. ENSURE CONTINUED STABILIZATION.

12. INCREMENTAL STABILIZATION

REFER TO THE MDE "2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL" FOR THE INCREMENTAL STABILIZATION OF CUT AND FILLS.

13. SEDIMENT TRAPS AND BASINS

PLAN DIMENSIONS ARE RELATIVE TO THE OUTLET ELEVATION. MAINTAIN INFLOW AND OUTFLOW LOCATIONS FOR TRAPS AND BASINS IN STABLE CONDITION.

14. OFF-SITE UTILITY WORK

FOLLOW ADDITIONAL BEST MANAGEMENT ESC PRACTICES FOR UTILITY CONSTRUCTION IN AREAS OUTSIDE OF DESIGNED CONTROLS:

- CALL "MISS UTILITY" AT 1-800-257-7777 AT LEAST 48 HOURS PRIOR TO THE START OF WORK.
- PLACE EXCAVATED MATERIAL ON THE HIGH SIDE OF TRENCHES.
- BACKFILL, COMPACT, AND STABILIZE AT THE END OF EACH WORKING DAY ALL TRENCHES FOR UTILITY INSTALLATIONS. WHEN THIS IS NOT POSSIBLE, CONFORM TO (d).
- PLACE TEMPORARY SILT FENCES IMMEDIATELY DOWNSTREAM OF ANY DISTURBED AREA THAT IS INTENDED TO REMAIN DISTURBED FOR MORE THAN ONE (1) DAY.

15. SITE INFORMATION*

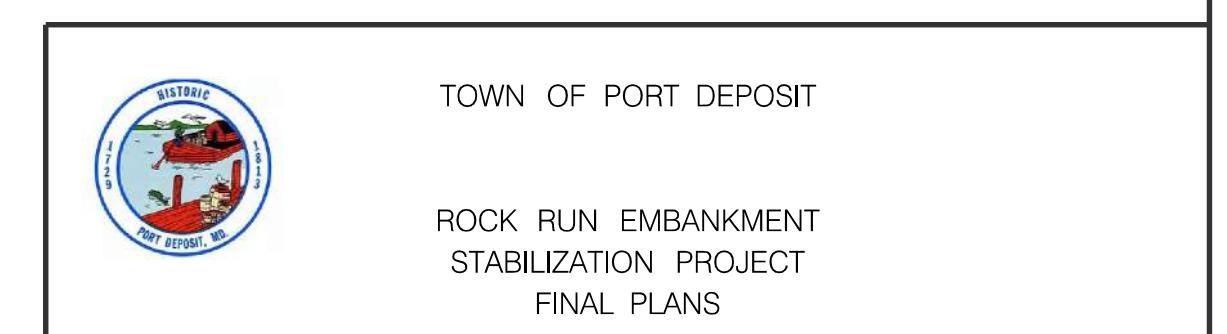
A. TOTAL AREA DISTURBED 0.04 ACRES
 B. TOTAL CUT 195.0 CU. YDS.
 C. TOTAL FILL 195.0 CU. YDS.
 D. OFFSITE WASTE/BORROW AREA LOCATION (IF KNOWN) _____

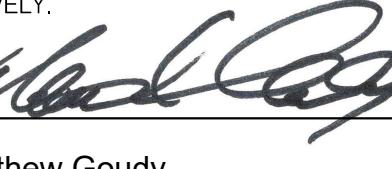
* (NOT FOR BIDDING PURPOSES)

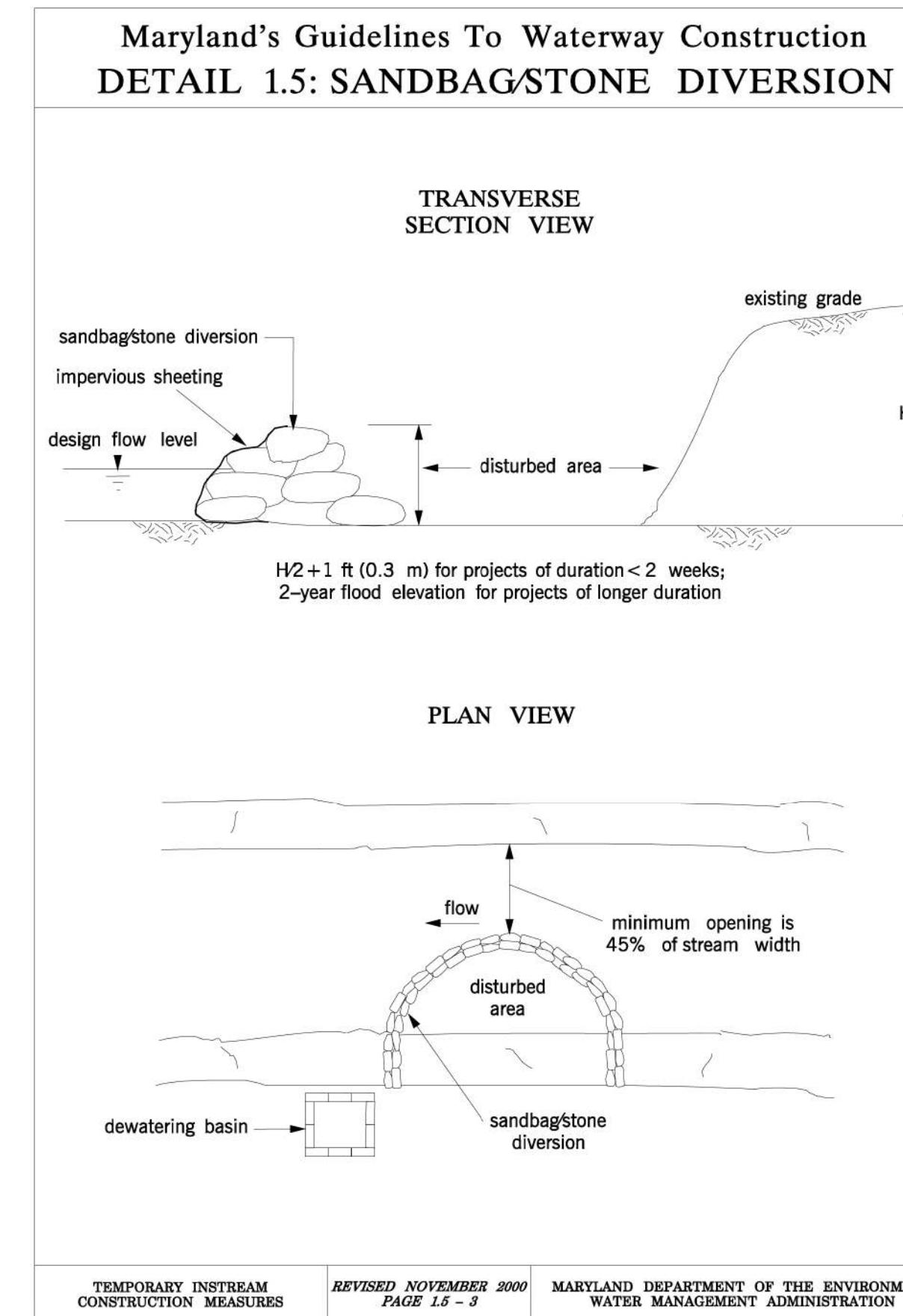
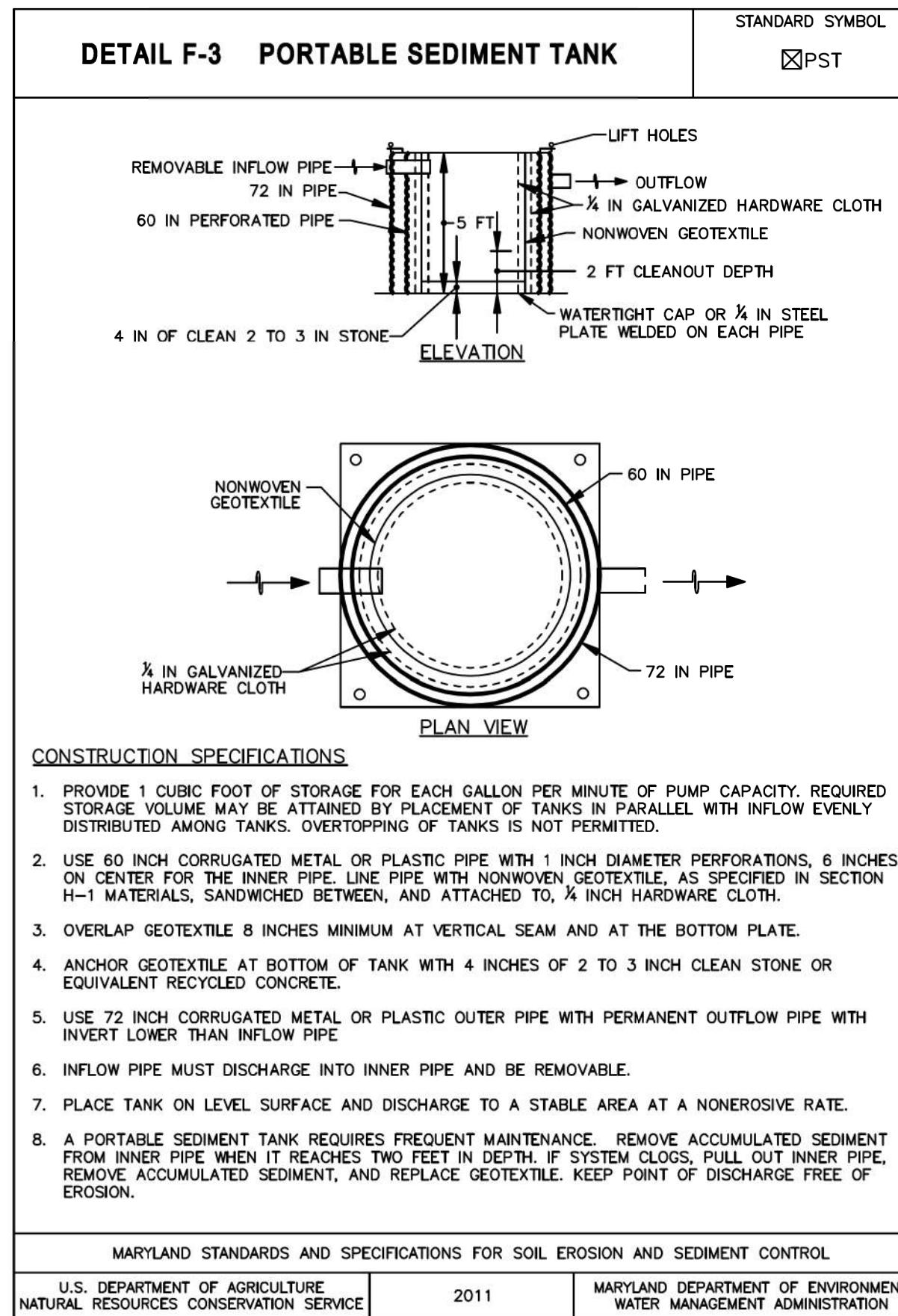
16. MODIFICATIONS

SUBMIT MODIFICATIONS OF THE ESC MEASURES OR PLAN TO THE ADMINISTRATION FOR APPROVAL. OBTAIN ALL APPROVALS PRIOR TO IMPLEMENTING ANY MODIFICATION.

STANDARD SYMBOLS			
100-YEAR FLOODPLAIN	— T —	MEDIAN INLET PROTECTION	□ MIP
AT-GRADE INLET PROTECTION	□ AGIP	MEDIAN SUMP INLET PROTECTION	□ MSIP
BAFFLE BOARDS	• • BB	MOUNTABLE BERM	▲ MB ▲
BENCHING	BENCHING	PERIMETER DIKE/SWALE	≤ PSD-1 ≤
CATCH BASIN INSERT	□ CBI	PERMANENT SOIL STABILIZATION MATTING-TYPE B	□ B B B □
CHESAPEAKE BAY CRITICAL AREA	— CBCA —	PERMANENT SOIL STABILIZATION MATTING-TYPE C	□ C C C □
CLEAR WATER DIVERSION PIPE	NOTE: DESIGNATION CWD-12 REFERS TO CLEAR WATER DIVERSION WITH 12 INCH PIPE. CWD - I2	PIPE OUTLET SEDIMENT TRAP ST I	ST-I
CLEAR WATER PIPE	□ CWP	PIPE SLOPE DRAIN	NOTE: DESIGNATION PSD-12 REFERS TO PIPE SLOPE DRAIN WITH 12 IN PIPE. PSD - I2
COMBINATION INLET PROTECTION	□ COIP	PLUNGE POOL	□ PP
CONCRETE WASHOUT STRUCTURE	□ CWS	PORTABLE SEDIMENT TANK	□ PST
CURB INLET PROTECTION	□ CIP	PROPOSED CONTOURS	— 100 —
DIVERSION FENCE	— DF —	REMOVABLE PUMPING STATION	□ RPS
DRAINAGE BOUNDARY	— DA —	RIPRAP INFLOW PROTECTION	□ RRP □
EARTH DIKE	NOTE: PLACE DESIGNATION (A-1, B-2, ETC.) ON FLOW CHANNEL SIDE OF DIKE. A-1	RIPRAP OUTLET SEDIMENT TRAP ST III	ST-III
EMERGENCY SPILLWAY	ES	ROCK OUTLET PROTECTION I	□ ROP I
EXISTING CONTOURS	— - 100 - —	ROCK OUTLET PROTECTION II	□ ROP II
FILTER BAG	□ FB	ROCK OUTLET PROTECTION III	□ ROP III
FILTER BERM	I---FB-A---I I---FB-B---I	SILT FENCE	— SF —
FILTER LOG	NOTE: DESIGNATION FL-18 REFERS TO FILTER LOG WITH 18 INCH DIAMETER. FL-18	SILT FENCE ON PAVEMENT	— SFOP —
GABION INFLOW PROTECTION	□ GIP	SOD	□ SOD □
GABION INLET PROTECTION	□ GIP	STABILIZED CONSTRUCTION ENTRANCE (SCE)	□ SCE □
HORIZONTAL DRAW-DOWN DEVICE	□ HDD	STANDARD INLET PROTECTION	□ SIP
LIMIT OF DISTURBANCE	— LOD —	STOCKPILE AREA	□ SCA □

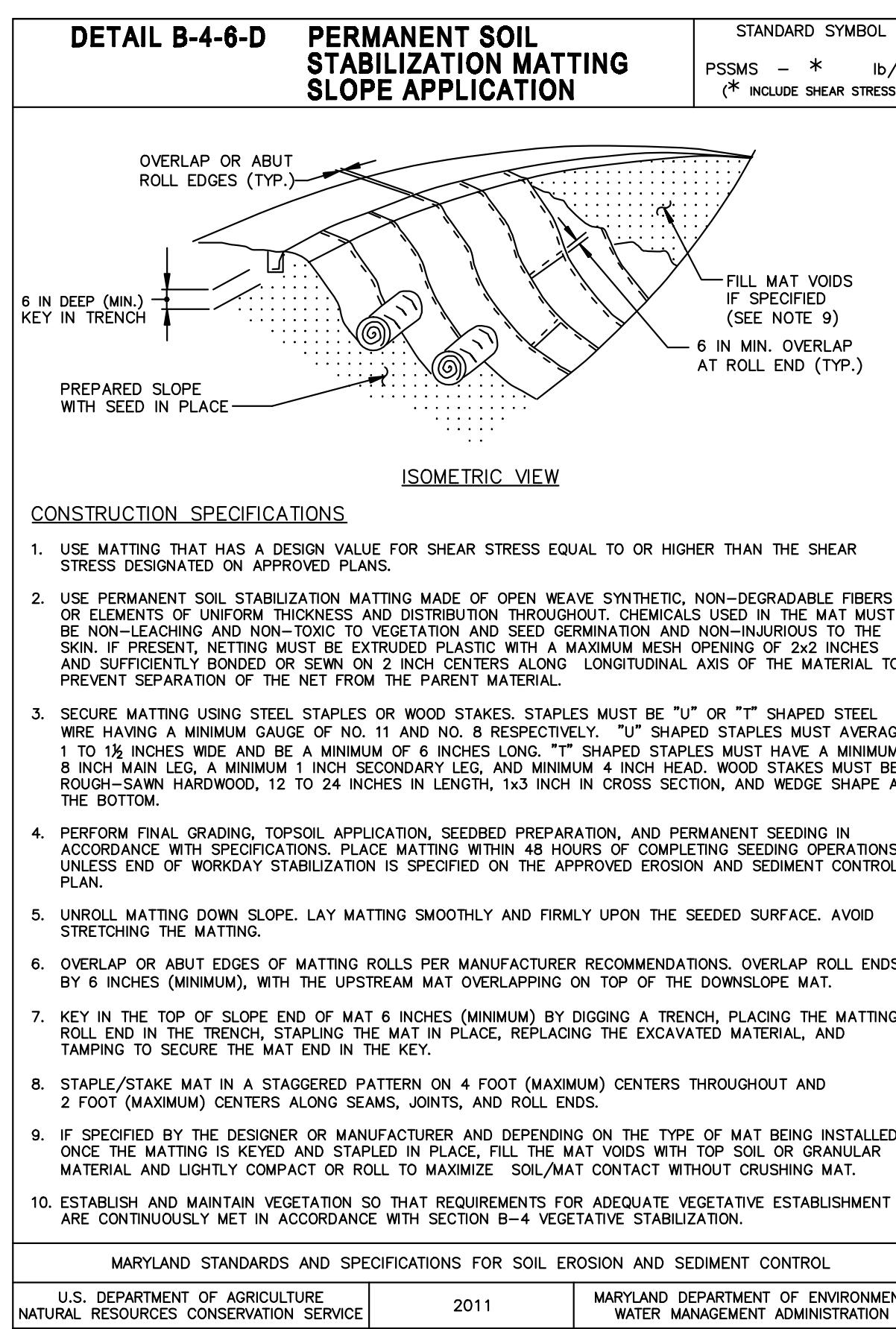


P.E. CERTIFICATION		DESIGN CERTIFICATION (FOR STREAM E&S)	
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND		I HEREBY CERTIFY THAT THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH THE MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, THE 2000 MARYLAND STORMWATER DESIGN MANUAL, VOLUMES I & II INCLUDING SUPPLEMENTS, THE ENVIRONMENTAL ARTICLE SECTIONS 4-101 THROUGH 116 AND SECTIONS 4-201 AND 215, AND THE CODE OF MARYLAND REGULATIONS (COMAR) 26.17.01 AND COMAR 26.17.02 FOR EROSION AND SEDIMENT CONTROL AND STORMWATER MANAGEMENT, RESPECTIVELY.	
LICENSE NO. 33504		DATE 9/4/2025 DESIGNER'S SIGNATURE 	
EXPIRATION DATE: 2/26/2027		MD REGISTRATION NO. 33504 PRINTED NAME Matthew Goudy <small>(P.E.) R.L.S., R.L.A., OR R.A. (CIRCLE ONE)</small>	
DRAWING NO. ES - 03 OF 04		SHEET NO. 7 OF 8	



SEQUENCE OF CONSTRUCTION

- NOTIFY THE SHA REGIONAL ENVIRONMENTAL COORDINATOR (REC) AT 410-365-0164 A MINIMUM OF SEVEN (7) DAYS IN ADVANCE OF ANY EARTH DISTURBANCE ACTIVITY TO SCHEDULE A PRE-CONSTRUCTION MEETING.
- NO DISTURBED AREA SHALL BE LEFT UNSTABILIZED OVERNIGHT UNLESS THE RUNOFF IS DIRECTED TO AN MDE APPROVED SEDIMENT CONTROL DEVICE.
- EROSION AND SEDIMENT CONTROL DEVICES AND/OR MEASURES ARE TO BE INSTALLED PRIOR TO ANY EXCAVATION OR DISTURBANCE WITHIN THE PROJECT LIMITS.
- EROSION AND SEDIMENT CONTROL DEVICES AND/OR MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE 2011 MARYLAND STANDARDS UNTIL THE ENTIRE CONTRIBUTING AREA IS STABILIZED.
- EROSION AND SEDIMENT CONTROL DEVICES AND/OR MEASURES ARE TO REMAIN IN PLACE UNTIL THEIR REMOVAL IS APPROVED BY SHA-REC.
- CLEAR AND GRUB FOR INSTALLATION OF SEDIMENT CONTROL DEVICES AND CONSTRUCTION ENTRANCES.
- INSTALL SEDIMENT CONTROL DEVICES, CONSTRUCTION ENTRANCES, AND FLOW DIVERSION MEASURES FOR THE EAST ABUTMENT. THE WORK AREA SHALL BE Dewatered THROUGH A PORTABLE SEDIMENT TANK OR OTHER MDE APPROVED Dewatering DEVICE.
- REPAIR THE GAPS IN THE STONE MASONRY AT THE EAST ABUTMENT.
- INSTALL AN IMBRICATED ROCK WALL AT THE TOE SLOPE AND RE-GRADING THE STREAM BANK ABOVE THE IMBRICATED RIPRAP TO A 2(H):1(V) SLOPE.
- INSTALL SEDIMENT CONTROL DEVICES, CONSTRUCTION ENTRANCES, AND FLOW DIVERSION MEASURES FOR THE WEST ABUTMENT. THE WORK AREA SHALL BE Dewatered THROUGH A PORTABLE SEDIMENT TANK OR OTHER MDE APPROVED Dewatering DEVICE.
- INSTALL AN IMBRICATED ROCK WALL AS A CONTINUATION OF THE PARTIALLY COLLAPSED WINGWALL AT THE WEST ABUTMENT.
- WITH PERMISSION FROM THE REC, STABILIZE ALL DISTURBED AREAS AND REMOVE ALL E&S MEASURES.



TOWN OF PORT DEPOSIT		
ROCK RUN EMBANKMENT STABILIZATION PROJECT		
FINAL PLANS		
E&S DETAILS		
SCALE	NTS	DATE SEPTEMBER 2025 CONTRACT NO. _____
DESIGNED BY	BML	COUNTY CECIL
DRAWN BY	BML	LOGMILE
CHECKED BY	MAG	
MDE/PRD		
DRAWING NO.	ES - 04 OF 04	SHEET NO. 8 OF 8