

Announcement - Invitation to Bid
Streambank Stabilization Construction Project
Benedetto Property – Little Juniata River

The Blair County Conservation District (BCCD) at 1407 Blair Street Hollidaysburg, Pennsylvania is accepting bids to construct a Streambank Stabilization Projects located in Blair County, Pennsylvania. This is a request for qualified contractors to provide a full project bid on constructing the project listed below. This stream bank stabilization project is to be constructed in the summer of 2025. Consulting members from BluAcres LLC will provide construction oversight.

1. Benedetto Property project location: 454 Ricotta Lane Altoona, PA 16601

Site Showing:

A **mandatory** site showing will be conducted on **May 14, 2025 at 9:00 AM** at 454 Ricotta Lane Altoona, PA

Work Performance Timeframe:

Work may begin on **June 11, 2025** upon the execution of the agreement and when stream conditions are at low flow and approved by BCCD staff. The work at this site must be completed by **July 25, 2025**.

Brief description of work includes:

This project is located along an unnamed tributary at the head of the confluence to the Little Juniata River near Bellwood PA. The goal is to restore an eroded streambank and enhance fish habitat by implementing a combination of in-stream structures, gravel bar removal, and streambank stabilization techniques. The restoration will include log vanes, a cross vane, a muddsill, a bankfull bench, and strategically placed rock protection to reinforce the banks.

Included in this bid package:

- 1- Proposal Submittal Details
- 2- Bid Opening Details
- 3- General Requirements
- 4- Bid Schedule
- 5- Description of Work
- 6- PADEP Waiver of Permit Letter and Erosion/Sedimentation Plan Approval Letter
- 7- Pennsylvania Prevailing Wage Compliance
- 8- Prevailing Wage Determination (printed April, 28, 2025)
- 9- Additional Forms Required from Awarded Contractor (for review)
 - a. Non-Discrimination/Sexual Harassment Clause
 - b. Bonds/Insurance Information
 - c. Payment Bond form
 - d. Performance Bond form
 - e. Contract form
 - f. Change order form (for approved scope of work changes)
 - g. PA Department of Labor & Industry payroll form (optional)

Design for the Benedetto Property

- a. Erosion Sedimentation Plan
- b. Benedetto Stream Restoration Project Design Drawings (2/22/2024)

Proposal Submittal Details

Proposal Requirements:

Submit an original plus three (3) copies of your written proposal. Please list only the equipment and personnel that will be made available for this work. Those proposals not adhering to these instructions will be removed from consideration. Your proposals should contain the following:

1. A brief overview of your business,
2. Statement of related experience,
3. A general statement of organization and qualifications,
4. The names of at least three (3) references that you have done similar work for over the past five years.
5. Statement of price - Please fill in your bid price for this project on the **Benedetto Bid Schedule**. Include the date, your company information, your contact information, Tax ID number and sign this document.

Evaluation and Selection:

Proposals will be evaluated by the staff of BCCD and its designees and reserves the right to designate secondary contractors and award work at its discretion. BCCD reserves the right to postpone or cancel receipt of bids, and to accept or to reject any and all bids in whole or in part if the best interest of BCCD will be served thereby.

Submittal of Proposal:

Proposals will be received by Hand Delivered or Mailed to the address below **before 3:00 PM on May 28, 2025.**

Bids Submitted to:

Blair County Conservation District
1407 Blair Street
Hollidaysburg, PA 16648
ATTN: 2025 Streambank Projects – BID

Bids must be in a sealed envelope with **ATTN: 2025 Benedetto Streambank Project – BID** written on the envelope. Include the original plus three copies and deliver before **3:00 PM on May 28, 2025**. Delivery of the bid package must be received prior to this time, or the package is invalidated.

Bid Opening Details

The Bid Opening will take place at the Blair Conservation District office located at 1407 Blair Street Hollidaysburg, PA at **3:30 PM on May 28, 2025**.

The Blair Conservation District Board will review all bids at its meeting on **June 9, 2025, at 7:30 PM**, held at 1407 Blair St., Hollidaysburg, PA. The Board will approve the contract award at that time. The Board reserves the right to accept or reject any or all bids in the best interest of the project.

General Requirements

1. **CONTRACTOR'S REPRESENTATIONS:** The contractor, by making a Bid, represents that (a) the contractor has read and understands the proposal documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, or services specified.
2. **SUBMISSION OF PROPOSALS:** The bid and other documents required to be submitted with the proposal shall be received via Hand Delivered or Mailed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the proposals and shall be identified as a "Sealed Proposal". Proposals shall be delivered and deposited at the designated location prior to the time and date for receipt of proposals. Proposals received after the time and the date for the proposal opening will be returned unopened. The vendor shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Prior to the time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the vendor and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.
4. **OPENING OF PROPOSALS:** Bids shall be opened by BCCD shortly after the time and date proposals are due.
5. **REJECTION OF PROPOSALS:** BCCD shall have the right to reject any and all bids, in whole or part; and to reject proposals not accompanied by data required by the bid documents; or to reject a bid, which is in any way incomplete or irregular.
6. **ACCEPTANCE OF PROPOSAL (AWARD):** It is the intent of BCCD to award a contract to the contractor who can demonstrate the necessary experience to complete the scope of work. BCCD shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which in the BCCD's judgment, is in the BCCD's own interests.
7. **TAX EXEMPTION:** The Blair County Conservation District is exempt from federal and state taxes and will not pay or reimburse such taxes.
8. **PREVAILING WAGE:**
Successful bidders for this Project will be required to comply with the PA Department of Labor and Industry, Prevailing Minimum Wage (Act 422 of 1961, P.L. 987 amended).
9. **PAYMENT:** Upon satisfactory completion of the project, a lump sum payment shall be made within 30 days of receipt of an invoice with copies of certified payroll

10. **INSURANCE:** Before the issuance of a contract, and before commencing any Work, the Vendor shall furnish a certificate, satisfactory to BCCD, from their insurance company(ies) showing that their insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation. The Blair County Conservation District must be listed as an "Additional Insured" on all policies. See the attached **BONDS AND INSURANCE** document attached to this bid package in section.

11. **MISCELLANEOUS:** Discussions and interviews may be held with contractors under final consideration prior to selection for the award; however, proposals may be accepted without such discussions or interviews. In the event that mutually acceptable terms cannot be reached within a reasonable period of time, BCCD reserves the right to undertake negotiations with the next most advantageous vendor without undertaking a new procurement process.

12. **SIGNING OF CONTRACT:** The contract **MUST** be signed and returned to BCCD along with insurance documentation before any transactions take place. Otherwise, the contract will be awarded to the next lowest responsible vendor.

- Before signing the contract, we require the following documents to be completed, signed and submitted:
 1. A Non-Discrimination /Sexual Harassment Clause
 2. Submittal of a Performance **Bond**
 3. Submittal of a Payment **Bond**
 4. Certificate of Insurance (see attached detail titled: **Bonds and Insurance**)

13. Any modifications of the work that would modify the contract must be discussed and approved by BCCD staff and documented in the **Change Order** form.

*****example of forms are attached to this bid package*****

DATE: _____

Benedetto Property - Little Juniata River
Streambank Stabilization Project
BID SCHEDULE

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>AMT</i>	<i>EST. COST PER UNIT</i>	<i>TOTAL ESTIMATED COST</i>
1. Mobilization	Includes all necessary costs associated with mobilizing and demobilizing equipment to and from site.	LS	1		
2. Modified Mudsill	Includes all necessary costs associated with constructing the Mudsill.	LF	77		
3. Single Log Vane Deflector	Includes all labor and equipment necessary to construct the Log Vane structure as specified.	EA	4		
4. Log Cross Vane	Includes all labor and material necessary to construct the log cross vane	EA	1		
5. Gravel Bar Removal	Includes all labor and equipment to remove two gravel bars by excavating the material and store to use for constructing the bankfull bench.	Cu Yd	55		
6. Erosion Control and Seeding	Includes all labor, material and equipment necessary to install orange construction fence around the wetland, seeding the streambank and all disturbed areas for the effective control of potential erosion.	AC	1		
7. Erosion Control	Includes labor, material and equipment to control erosion onsite as deemed necessary and as specified by the Erosion and Sedimentation Control Plan.	LS	1		
SUBTOTAL=					

Contractor's Information needed for contacting the Contracting Representative

Name of Company: _____

Company's Address: _____

Phone Number: _____

E-mail Address: _____

Fed Tax ID (EIN): _____

Authorization Signature (Signed in Ink): _____

1. Description of Work for Streambank Stabilization for Benedetto Property

The Blair County Conservation District (BCCD) is seeking full project bids from qualified contractors for the construction of streambank stabilization practices at the Charles Benedetto property. The project design, included in this bid package, was completed by BluAcres LLC. Mr. Benedetto has obtained the necessary permit for in-stream work.

Project Location: 454 Ricotta Lane
Altoona, PA 16601
Antis Township, Blair County
Lat/Long: 40.59012, -7832215

- Erosion and Sediment Pollution Control Plan. The project's Erosion and Sediment Pollution Control Plan is included in the design and attached to this bid package. The contractor is responsible for implementing and maintaining all required controls, as well as any additional measures needed to minimize sedimentation.
- PA One Call Notification. The contractor must submit a PA One Call notification at least three (3) but no more than ten (10) business days before starting excavation.
- Prevailing Wage Requirements: This project is funded by the Pennsylvania Department of Environmental Protection (PADEP) through the state-funded Growing Greener Grant program. The scope of this project meets the threshold for Pennsylvania's prevailing wage requirements under the Pennsylvania Prevailing Wage Act. As such, the Contractor must comply with all applicable wage and labor provisions and compensate workers according to the prevailing wage rates established by the Pennsylvania Department of Labor & Industry.
- Stream Bank Stabilization improvements will Include:
 - Removal of two (2) gravel bars
 - Mudsill – 77 feet
 - Four (4) Single Log Vane – using 12-foot hemlock log.
 - One Log Cross Vane
 - Bankfull Bench
 - Placed Rock Protection

Work Performance Timeframe:

Work may begin **June 11, 2025** upon execution of the agreement and when stream conditions are at Low Flow. The work at this site must be completed by **July 25, 2025**.

Site Showing:

A **mandatory** site showing will be conducted on **May 14, 2025 at 9:00 AM** at 454 Ricotta Lane Altoona, PA

Benedetto Property

PADEP – Waiver of Permit Letter
Erosion and Sedimentation Plan Approval Letter



pennsylvania

DEPARTMENT OF ENVIRONMENTAL
PROTECTION

September 5, 2024

Charles Benedetto
454 Ricotta Lane
Altoona, PA 16601

Re: Environmental Assessment
Tributary 15949 to Little Juniata River
DEP File No. EA0703224-001
APS ID No. 1111177
Antis Township, Blair County

Dear Charles Benedetto:

We have reviewed the Environmental Assessment form you submitted to our office, dated April 8th, 2024. The information submitted relates to 1.) install and maintain 4 log vanes, 1 log cross vane, 77-feet of modified moundsill, 80-feet of bankfull bench, 13-feet of placed rock protection, and 2.) remove two gravel bars, all within an Unnamed Tributary to Little Juniata River (WWF). All impacts are for the purposes of restoring the eroded streambank. The project will impact 652-feet of stream and 66-feet of floodway. The project is located at 454 Ricotta Lane (Latitude: 40.5892287 Longitude: -78.3222098) in Antis Township, Blair County.

The proposed structures and/or activity is regulated in accordance with the provisions of Section 4 of the Dam Safety & Encroachments Act, the Act of November 26, 1978, P.L. 1375, No 325 (as amended by Act 70). However, the requirements for a Water Obstruction and Encroachment permit are waived for this type of structure and/or activity, in accordance with Section 7(a) of the Dam Safety & Encroachments Act and the provisions of Section 105.12 of Chapter 105 rules and regulations, Dam Safety & Waterways Management, as amended on October 12, 1991.

The waiver of permit requirements does not give any property rights, either in real estate or material, nor any exclusive privileges; nor shall it be construed to grant or confer any right, title, easement or interest, in, to, or over any land belonging to the Commonwealth of Pennsylvania; nor does it authorize any injury to private property or invasion of property rights.

Submission of this Environmental Assessment form for approval also constitutes a request for Water Quality Certification under Section 401 of the Federal Water Pollution Control Act [33 U.S.C.A. 1341(a)]. Water Quality Certification is required should this project also require a U.S. Army Corps of Engineers (ACOE) permit or pursuant to Section 404 of the Clean Water Act.

The Environmental Assessment required by Section 105.15 for this project has been approved and deemed by the Department of Environmental Protection (DEP) to be satisfied. Additionally, DEP has granted 401 Water Quality Certification for this project.

The following conditions are included as part of this authorization:

1. Project in-stream construction shall take place when the stream is at normal low flow.
2. All wetlands within the project area shall be accurately field-definable prior to the start of construction activities and up to the time that earth disturbance activities are completed, and the site has been stabilized. An acceptable means of field-identification is the use of an orange construction safety fence.
3. Since this stream is a Class A wild trout fishery, no work shall be done in the stream channel between October 1 and April 1 without the prior written approval of the Pennsylvania Fish & Boat Commission's Division of Environmental Services, 595 East Rolling Ridge Drive, Bellefonte, PA 16823-9685; telephone 814.359.5147.

It is recommended that you contact the Pennsylvania Fish and Boat Commission prior to starting work, and that the work be performed in such a manner so as to protect fish and other aquatic life.

This Environmental Assessment approval is not an endorsement of the project's applicability for or to obtain MS4 pollutant reduction credit. The applicability of MS4 credit will be determined by DEP's Clean Water Program upon request by an MS4 regulated entity.

You are required to secure all other approvals that may be necessary under federal, state or local regulations and meet the construction, operation, maintenance or other requirements of Chapter 105.

Proper erosion and sedimentation control measures are required during and after construction and the adequacy of these measures can be determined by contacting your local county conservation district.

Please be advised that you do not have Federal authorizations for this project and such authorization is required prior to starting your project. In accordance with procedures established with the U.S. Army Corps of Engineers, you will be contacted directly by the Corps regarding Federal Authorization. If you have any questions regarding Federal authorization, please contact the applicable U.S. Army Corps of Engineers District.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800.654.5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at www.eab.pa.gov or by contacting the Secretary to the Board at 717.787.3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717.787.3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have any questions, please call Kristen Cease at 717.705.4970.

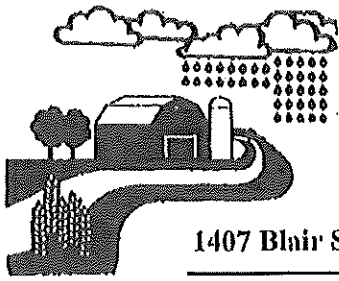
Sincerely,

**Scott R.
Williamson**

Digitally signed by
Scott R. Williamson
Date: 2024.09.05
09:33:44 -04'00'

Scott R. Williamson
Program Manager
Waterways & Wetlands Program

cc: Trent Lee, BluAcres, LLC (trent.lee@bluacres.com)
Blair County Conservation District
PA Fish and Boat Commission, Div. of Environmental Services



BLAIR COUNTY CONSERVATION DISTRICT

www.blairconservationdistrict.org

1407 Blair Street • Hollidaysburg, PA 16648 • (814) 696-0877 Ext. 5 • Fax (814) 696-9981



August 26, 2024

Charles Benedetto
454 Ricotta Lane
Altoona, PA 16601

RE: Erosion & Sedimentation Control Plan Approval
Benedetto Stream Restoration
Antis Township
Blair County, Pennsylvania

Dear Mr. Benedetto:

The Blair County Conservation District has reviewed the above referenced project with regard to erosion and sediment pollution control measures. The plan, with final copies received August 21, 2024, was found adequate to control accelerated erosion caused during the construction of Benedetto Stream Restoration, if implemented as planned.

Devon Weyant, Resource Conservation Technician, completed a technical review of this plan on August 26, 2024. **This approval is valid for two (2) years – a SINGLE 1 year extension may be granted provided that a written request for extension is received at the Conservation District Office 30 days prior to expiration, along with a \$50.00 administrative fee.** Any changes or modifications to the approved erosion and sediment control plan would require re-submittal of the plan.

The Blair Conservation District does not perform a technical review of the storm water management facilities, nor do we comment on the adequacy of the storm water management plan. The District will only perform a technical review of facilities needed to meet the requirements of Chapter 102, Erosion Control. This plan has not been reviewed for the adequacy of, nor does it give any approval or disapproval of: the storm water management controls, the sewage plan, wetland disturbance, or any other items not specified in Chapter 102, **Erosion Control**, of the Pennsylvania Clean Streams Law.

The Conservation District reviews this plan solely to determine whether it is adequate to satisfy the requirements of 25 PA CODE 102.1 et.seq., the erosion control regulations for the Department of Environmental Protection. By a determination that the plan is adequate to meet these requirements, neither the Conservation District nor the County



8/26/2024

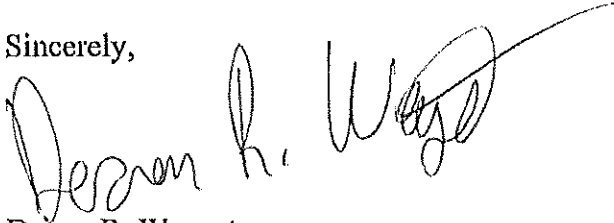
Blair County Conservation District

2

assumes any responsibility for the implementation of the plan, or the proper construction and operation of the facilities contained in the plan.

Please be advised that a copy of the approved erosion and sediment control plan should be available on-site throughout the duration of the project. Inspectors from the Blair County Conservation District and/or PA Department of Environmental Protection may conduct periodic inspections of the earth disturbance site.

Sincerely,

A handwritten signature in black ink, appearing to read "Devon R. Weyant", with a long horizontal flourish extending to the right.

Devon R. Weyant
Resource Conservation Technician

Copy sent to:

BCCD File
Antis Township
BluAcres LLC



1407 Blair Street, Hollidaysburg, PA 16648
 Phone: 814-696-0877, extension 5
 Fax: 814-696-9981
 E-mail: bcd@blairconservationdistrict.org

THIS BLOCK FOR DISTRICT USE ONLY

Date Received: AUG 21 2024

Plan Number: 24-052

E&S Plan Review Fee Paid: \$ 200.00

Check #: 3616 (BluAcres LLC)

Permit Fee Paid: \$ N/A

Check #:

DEP Disturbed Acre Fee Paid: \$ N/A

Check #:

EROSION & SEDIMENT POLLUTION CONTROL (E&S) PLAN REVIEW AND NPDES PERMIT FILING APPLICATION

This application must be completed by the applicant or his/her agent and submitted along with the required plan information and plan review/permit fees. This application must also be completed and submitted with all revisions of the plan. Incomplete submission will not be accepted for plan review.

PROJECT INFORMATION				
Project Name: <u>Trib. 15949 to Little Juniata River Stream Restoration</u>				
Status: <input checked="" type="checkbox"/> New Plan <input type="checkbox"/> Revision		Revision #:	Project acres: <u>0.87</u>	Disturbed acres: <u>0.87</u>
Type of Activity (please check one):				
<input type="checkbox"/> Commercial/Industrial/Residential Subdivision <input type="checkbox"/> Linear Utility <input checked="" type="checkbox"/> Other <input type="checkbox"/> Timber <input type="checkbox"/> Ag Conservation				
Municipality: <u>Antis Township</u>		Proposed Start Date: <u>5/2025</u>	Proposed End Date: <u>6/2025</u>	
Location: <u>40.59012, -78.32215</u>				
Project Description: <u>stream restoration with the installation of a mud sill, cross-vane, (4) log wires, bank full bench and placed rock.</u>				
Stream Name & Classification: <u>Trib. 15949 to Little Juniata River (WWF)</u>				

1. Owner/Developer Name: <u>Charles Benedetto</u>	2. Project Designer Name: <u>BluAcres, LLC</u>
Address: <u>454 Ricotta Lane</u> <u>Altoona, PA 16601</u>	Address: <u>12 Black Street,</u> <u>Williamsburg, PA 16693</u>
Phone: <u>814-742-8878</u>	Phone: <u>814-502-5425</u>
Fax:	Fax:
E-mail:	E-mail: <u>trent.lee@bluacres.com</u>
Owner/Developer Responsible Official: <u>Charles Benedetto</u>	Designer Responsible Official: <u>Trent Lee</u>

The applicant agrees to comply with all the requirements of the Pennsylvania Department of Environmental Protection's Title 25, Chapter 102, *Erosion and Sediment Control* rules and regulations. Applicant further agrees to obtain all other necessary Federal, State, County and Municipal permits associated with the project.

Trent Lee
 Signature of Applicant or Agent

8-20-2024
 Date

Pennsylvania Prevailing Wage Compliance

This project is subject to the **Pennsylvania Prevailing Wage Act** and requires compliance with all applicable state labor standards. All contractors and subcontractors must pay laborers and mechanics employed on this project no less than the **prevailing minimum wage rates** as determined by the **Pennsylvania Department of Labor & Industry**.

1. Prevailing Wage Determination

- The applicable prevailing wage rates for this project are attached to this bid package. These include the **Wage Determination Number** and **date of issuance**.
- A copy of the wage determination must be posted in a prominent and accessible location at the job site.

2. Certified Payroll Requirements

- Contractors and subcontractors must submit **weekly certified payroll reports** to the project owner.
- Reports must include the name, classification, hourly rate, fringe benefits, hours worked, and gross wages paid to each worker.
- Submit certified payrolls to **Beth Futrick** (in person or via email at bfutrick@blairconservationdistrict.org).
- Records must be retained for **at least two years** after final payment.

3. Compliance and Penalties

- Failure to comply with prevailing wage requirements may result in **withholding of contract payments, legal action, or contract termination**.
- The **Pennsylvania Department of Labor & Industry** may also impose penalties, including **finest and disqualification from public contracts**.

4. Additional Resources

For more information, refer to the PA Department of Labor & Industry's website:

🌐 <https://www.dli.pa.gov/Individuals/Labor-Management-Relations/llc/prevailing-wage/Pages/default.aspx>

Prevailing Wage Rates

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

Project Name:	Benedetto Streambank Restoration
General Description:	Streambank restoration project needing an excavator who will install log vanes, and rock vanes to stabilize an eroding bank. The practices are PA Fish and Boat design.
Project Locality	Antis Township Blair County
Awarding Agency:	Blair Conservation District
Contract Award Date:	5/30/2025
Serial Number:	25-04416
Project Classification:	Heavy/Highway
Determination Date:	4/24/2025
Assigned Field Office:	Altoona
Field Office Phone Number:	(814)940-6224
Toll Free Phone Number:	
Project County:	Blair County

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

Project: 25-04416 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2022		\$39.55	\$28.51	\$68.06
Asbestos & Insulation Workers	8/1/2022		\$39.55	\$28.51	\$68.06
Asbestos & Insulation Workers	8/1/2024		\$41.55	\$29.51	\$71.06
Asbestos & Insulation Workers	8/1/2024		\$41.55	\$29.51	\$71.06
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2022		\$34.14	\$22.38	\$56.52
Bricklayer	12/1/2022		\$34.14	\$22.38	\$56.52
Bricklayer	6/1/2024		\$37.39	\$22.78	\$60.17
Bricklayer	6/1/2024		\$37.39	\$22.78	\$60.17
Bricklayer	12/1/2024		\$38.14	\$23.03	\$61.17
Bricklayer	12/1/2024		\$38.14	\$23.03	\$61.17
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.72	\$19.20	\$52.92
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.72	\$19.20	\$52.92
Cement Masons	1/1/2023		\$30.24	\$19.20	\$49.44
Cement Masons	1/1/2023		\$30.24	\$19.20	\$49.44
Cement Masons	1/1/2024		\$31.22	\$20.22	\$51.44
Cement Masons	1/1/2024		\$31.22	\$20.22	\$51.44
Cement Masons	1/1/2025		\$31.97	\$21.47	\$53.44
Cement Masons	1/1/2025		\$31.97	\$21.47	\$53.44
Cement Masons	1/1/2026		\$32.97	\$22.47	\$55.44
Cement Masons	1/1/2026		\$32.97	\$22.47	\$55.44
Drywall Finisher	6/1/2023		\$32.39	\$23.75	\$56.14
Drywall Finisher	6/1/2023		\$32.39	\$23.75	\$56.14
Drywall Finisher	1/1/2025		\$34.01	\$24.63	\$58.64
Drywall Finisher	1/1/2025		\$34.01	\$24.63	\$58.64
Electricians & Telecommunications Installation Technician	12/22/2023		\$48.61	\$31.80	\$80.41
Electricians & Telecommunications Installation Technician	12/22/2023		\$48.61	\$31.80	\$80.41
Electricians & Telecommunications Installation Technician	12/27/2024		\$50.86	\$32.69	\$83.55
Electricians & Telecommunications Installation Technician	12/27/2024		\$50.86	\$32.69	\$83.55

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-04416 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Technician					
Electricians & Telecommunications Installation Technician	12/26/2025		\$54.16	\$32.69	\$86.85
Electricians & Telecommunications Installation Technician	12/26/2025		\$54.16	\$32.69	\$86.85
Elevator Constructor	1/1/2023		\$56.14	\$42.83	\$98.97
Elevator Constructor	1/1/2023		\$56.14	\$42.83	\$98.97
Elevator Constructor	1/1/2024		\$58.55	\$43.87	\$102.42
Elevator Constructor	1/1/2024		\$58.55	\$43.87	\$102.42
Elevator Constructor	1/1/2025		\$61.07	\$40.05	\$101.12
Elevator Constructor	1/1/2025		\$61.07	\$40.05	\$101.12
Glazier	9/1/2023		\$25.40	\$25.70	\$51.10
Glazier	9/1/2023		\$25.40	\$25.70	\$51.10
Glazier	9/1/2024		\$26.00	\$26.95	\$52.95
Glazier	9/1/2024		\$26.00	\$26.95	\$52.95
Iron Workers	6/1/2023		\$32.29	\$32.85	\$65.14
Iron Workers	6/1/2023		\$32.29	\$32.85	\$65.14
Iron Workers	6/1/2024		\$32.99	\$34.30	\$67.29
Iron Workers	6/1/2024		\$32.99	\$34.30	\$67.29
Iron Workers	6/1/2025		\$34.76	\$34.73	\$69.49
Iron Workers	6/1/2025		\$34.76	\$34.73	\$69.49
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 01 - See notes)	1/1/2025		\$28.31	\$17.82	\$46.13
Laborers (Class 01 - See notes)	1/1/2025		\$28.31	\$17.82	\$46.13
Laborers (Class 01 - See notes)	1/1/2026		\$29.31	\$18.82	\$48.13
Laborers (Class 01 - See notes)	1/1/2026		\$29.31	\$18.82	\$48.13
Laborers (Class 01 - See notes)	1/1/2027		\$30.31	\$19.82	\$50.13
Laborers (Class 01 - See notes)	1/1/2027		\$30.31	\$19.82	\$50.13
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 02 - See notes)	1/1/2025		\$30.66	\$17.82	\$48.48
Laborers (Class 02 - See notes)	1/1/2025		\$30.66	\$17.82	\$48.48
Laborers (Class 02 - See notes)	1/1/2026		\$31.66	\$18.82	\$50.48
Laborers (Class 02 - See notes)	1/1/2026		\$31.66	\$18.82	\$50.48
Laborers (Class 02 - See notes)	1/1/2027		\$32.66	\$19.82	\$52.48
Laborers (Class 02 - See notes)	1/1/2027		\$32.66	\$19.82	\$52.48
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-04416 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	1/1/2025		\$31.56	\$17.82	\$49.38
Laborers (Class 03 - See notes)	1/1/2025		\$31.56	\$17.82	\$49.38
Laborers (Class 03 - See notes)	1/1/2026		\$32.56	\$18.82	\$51.38
Laborers (Class 03 - See notes)	1/1/2026		\$32.56	\$18.82	\$51.38
Laborers (Class 03 - See notes)	1/1/2027		\$33.56	\$19.82	\$53.38
Laborers (Class 03 - See notes)	1/1/2027		\$33.56	\$19.82	\$53.38
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Laborers (Class 04 - See notes)	1/1/2025		\$27.31	\$17.82	\$45.13
Laborers (Class 04 - See notes)	1/1/2025		\$27.31	\$17.82	\$45.13
Laborers (Class 04 - See notes)	1/1/2026		\$28.31	\$18.82	\$47.13
Laborers (Class 04 - See notes)	1/1/2026		\$28.31	\$18.82	\$47.13
Laborers (Class 04 - See notes)	1/1/2027		\$29.31	\$19.82	\$49.13
Laborers (Class 04 - See notes)	1/1/2027		\$29.31	\$19.82	\$49.13
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	7/1/2022		\$34.17	\$20.62	\$54.79
Operators (Class 01 - see notes)	7/1/2022		\$34.17	\$20.62	\$54.79

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-04416 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 01 - see notes)	7/1/2025		\$37.97	\$21.82	\$59.79
Operators (Class 01 - see notes)	7/1/2025		\$37.97	\$21.82	\$59.79
Operators (Class 01 - see notes)	7/1/2026		\$39.12	\$22.17	\$61.29
Operators (Class 01 - see notes)	7/1/2026		\$39.12	\$22.17	\$61.29
Operators (Class 02 -see notes)	7/1/2022		\$29.55	\$20.62	\$50.17
Operators (Class 02 -see notes)	7/1/2022		\$29.55	\$20.62	\$50.17
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 02 -see notes)	7/1/2025		\$33.35	\$21.82	\$55.17
Operators (Class 02 -see notes)	7/1/2025		\$33.35	\$21.82	\$55.17
Operators (Class 02 -see notes)	7/1/2026		\$34.50	\$22.17	\$56.67
Operators (Class 02 -see notes)	7/1/2026		\$34.50	\$22.17	\$56.67
Operators (Class 03 - See notes)	7/1/2022		\$27.00	\$20.62	\$47.62
Operators (Class 03 - See notes)	7/1/2022		\$27.00	\$20.62	\$47.62
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 03 - See notes)	7/1/2025		\$30.80	\$21.82	\$52.62
Operators (Class 03 - See notes)	7/1/2025		\$30.80	\$21.82	\$52.62
Operators (Class 03 - See notes)	7/1/2026		\$31.95	\$22.17	\$54.12
Operators (Class 03 - See notes)	7/1/2026		\$31.95	\$22.17	\$54.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2025		\$30.40	\$21.82	\$52.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2025		\$30.40	\$21.82	\$52.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2026		\$31.55	\$22.17	\$53.72
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2026		\$31.55	\$22.17	\$53.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-04416 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2025		\$29.40	\$21.82	\$51.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2025		\$29.40	\$21.82	\$51.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2026		\$30.55	\$22.17	\$52.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2026		\$30.55	\$22.17	\$52.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2025		\$28.95	\$21.82	\$50.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2025		\$28.95	\$21.82	\$50.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2026		\$30.10	\$22.17	\$52.27
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2026		\$30.10	\$22.17	\$52.27
Painters Class 6 (see notes)	6/1/2023		\$30.56	\$24.01	\$54.57
Painters Class 6 (see notes)	6/1/2023		\$30.56	\$24.01	\$54.57
Painters Class 6 (see notes)	6/1/2024		\$32.14	\$24.93	\$57.07
Painters Class 6 (see notes)	6/1/2024		\$32.14	\$24.93	\$57.07
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60

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

Project: 25-04416 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2023		\$32.14	\$20.54	\$52.68
Plasterers	6/1/2023		\$32.14	\$20.54	\$52.68
Plasterers	6/1/2024		\$33.14	\$21.04	\$54.18
Plasterers	6/1/2024		\$33.14	\$21.04	\$54.18
Plumbers and Steamfitters	6/1/2023		\$38.57	\$26.26	\$64.83
Plumbers and Steamfitters	6/1/2023		\$38.57	\$26.26	\$64.83
Plumbers and Steamfitters	6/1/2024		\$40.02	\$27.01	\$67.03
Plumbers and Steamfitters	6/1/2024		\$40.02	\$27.01	\$67.03
Plumbers and Steamfitters	6/1/2025		\$41.47	\$27.71	\$69.18
Plumbers and Steamfitters	6/1/2025		\$41.47	\$27.71	\$69.18
Plumbers and Steamfitters	6/1/2026		\$42.92	\$28.45	\$71.37
Plumbers and Steamfitters	6/1/2026		\$42.92	\$28.45	\$71.37
Pointers, Caulkers, Cleaners	12/1/2022		\$35.47	\$20.88	\$56.35
Pointers, Caulkers, Cleaners	12/1/2022		\$35.47	\$20.88	\$56.35
Pointers, Caulkers, Cleaners	6/1/2024		\$38.59	\$21.36	\$59.95
Pointers, Caulkers, Cleaners	6/1/2024		\$38.59	\$21.36	\$59.95
Pointers, Caulkers, Cleaners	12/1/2024		\$39.69	\$21.61	\$61.30
Pointers, Caulkers, Cleaners	12/1/2024		\$39.69	\$21.61	\$61.30
Roofers	6/1/2023		\$37.00	\$19.92	\$56.92
Roofers	6/1/2023		\$37.00	\$19.92	\$56.92
Roofers	6/2/2024		\$38.00	\$20.67	\$58.67
Roofers	6/2/2024		\$38.00	\$20.67	\$58.67
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	12/1/2022		\$36.13	\$18.03	\$54.16
Terrazzo Finisher	12/1/2022		\$36.13	\$18.03	\$54.16
Terrazzo Finisher	6/1/2023		\$39.79	\$18.47	\$58.26
Terrazzo Finisher	6/1/2023		\$39.79	\$18.47	\$58.26
Terrazzo Finisher	12/1/2024		\$41.04	\$18.72	\$59.76

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

Project: 25-04416 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Terrazzo Finisher	12/1/2024		\$41.04	\$18.72	\$59.76
Terrazzo Mechanics	12/1/2022		\$35.49	\$20.32	\$55.81
Terrazzo Mechanics	12/1/2022		\$35.49	\$20.32	\$55.81
Terrazzo Mechanics	6/1/2024		\$39.14	\$20.77	\$59.91
Terrazzo Mechanics	6/1/2024		\$39.14	\$20.77	\$59.91
Terrazzo Mechanics	12/1/2024		\$40.39	\$21.02	\$61.41
Terrazzo Mechanics	12/1/2024		\$40.39	\$21.02	\$61.41
Tile Finisher	12/1/2022		\$28.76	\$17.34	\$46.10
Tile Finisher	12/1/2022		\$28.76	\$17.34	\$46.10
Tile Finisher	6/1/2024		\$31.56	\$17.74	\$49.30
Tile Finisher	6/1/2024		\$31.56	\$17.74	\$49.30
Tile Finisher	12/1/2024		\$32.51	\$17.99	\$50.50
Tile Finisher	12/1/2024		\$32.51	\$17.99	\$50.50
Tile Setter	12/1/2022		\$35.64	\$21.81	\$57.45
Tile Setter	12/1/2022		\$35.64	\$21.81	\$57.45
Tile Setter	6/1/2024		\$38.46	\$22.19	\$60.65
Tile Setter	6/1/2024		\$38.46	\$22.19	\$60.65
Tile Setter	12/1/2024		\$39.41	\$22.44	\$61.85
Tile Setter	12/1/2024		\$39.41	\$22.44	\$61.85
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

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

Project: 25-04416 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2023		\$52.56	\$29.99	\$82.55
Electric Lineman	5/29/2023		\$52.56	\$29.99	\$82.55
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2023		\$32.29	\$32.85	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2023		\$32.29	\$32.85	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2024		\$32.99	\$34.30	\$67.29
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2024		\$32.99	\$34.30	\$67.29
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		\$34.76	\$34.73	\$69.49

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

Project: 25-04416 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		\$34.76	\$34.73	\$69.49
Laborers (Class 01 - See notes)	1/1/2023		\$29.95	\$25.50	\$55.45
Laborers (Class 01 - See notes)	1/1/2023		\$29.95	\$25.50	\$55.45
Laborers (Class 01 - See notes)	1/1/2024		\$32.20	\$25.50	\$57.70
Laborers (Class 01 - See notes)	1/1/2024		\$32.20	\$25.50	\$57.70
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 02 - See notes)	1/1/2023		\$30.11	\$25.50	\$55.61
Laborers (Class 02 - See notes)	1/1/2023		\$30.11	\$25.50	\$55.61
Laborers (Class 02 - See notes)	1/1/2024		\$32.36	\$25.50	\$57.86
Laborers (Class 02 - See notes)	1/1/2024		\$32.36	\$25.50	\$57.86
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-04416 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 07 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 07 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 07 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 08 - See notes)	1/1/2023		\$32.45	\$25.50	\$57.95
Laborers (Class 08 - See notes)	1/1/2023		\$32.45	\$25.50	\$57.95
Laborers (Class 08 - See notes)	1/1/2024		\$34.70	\$25.50	\$60.20
Laborers (Class 08 - See notes)	1/1/2024		\$34.70	\$25.50	\$60.20
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2023		\$45.50	\$23.72	\$69.22
Millwright	6/1/2023		\$45.50	\$23.72	\$69.22
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
Millwright	6/1/2025		\$49.72	\$23.72	\$73.44
Millwright	6/1/2025		\$49.72	\$23.72	\$73.44
Operators (Class 01 - see notes)	1/1/2023		\$36.79	\$23.58	\$60.37
Operators (Class 01 - see notes)	1/1/2023		\$36.79	\$23.58	\$60.37
Operators (Class 01 - see notes)	1/1/2024		\$38.59	\$24.03	\$62.62
Operators (Class 01 - see notes)	1/1/2024		\$38.59	\$24.03	\$62.62
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
Operators (Class 01 - see notes)	1/1/2026		\$41.96	\$24.66	\$66.62
Operators (Class 01 - see notes)	1/1/2026		\$41.96	\$24.66	\$66.62
Operators (Class 02 -see notes)	1/1/2023		\$36.53	\$23.58	\$60.11
Operators (Class 02 -see notes)	1/1/2023		\$36.53	\$23.58	\$60.11
Operators (Class 02 -see notes)	1/1/2024		\$38.33	\$24.03	\$62.36
Operators (Class 02 -see notes)	1/1/2024		\$38.33	\$24.03	\$62.36
Operators (Class 02 -see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 02 -see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 02 -see notes)	1/1/2026		\$41.70	\$24.66	\$66.36
Operators (Class 02 -see notes)	1/1/2026		\$41.70	\$24.66	\$66.36
Operators (Class 03 - See notes)	1/1/2023		\$32.88	\$23.58	\$56.46

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

Project: 25-04416 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 03 - See notes)	1/1/2023		\$32.88	\$23.58	\$56.46
Operators (Class 03 - See notes)	1/1/2024		\$34.68	\$24.03	\$58.71
Operators (Class 03 - See notes)	1/1/2024		\$34.68	\$24.03	\$58.71
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 03 - See notes)	1/1/2026		\$38.05	\$24.66	\$62.71
Operators (Class 03 - See notes)	1/1/2026		\$38.05	\$24.66	\$62.71
Operators (Class 04 - See notes)	1/1/2023		\$32.42	\$23.58	\$56.00
Operators (Class 04 - See notes)	1/1/2023		\$32.42	\$23.58	\$56.00
Operators (Class 04 - See notes)	1/1/2024		\$34.22	\$24.03	\$58.25
Operators (Class 04 - See notes)	1/1/2024		\$34.22	\$24.03	\$58.25
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 04 - See notes)	1/1/2026		\$37.59	\$24.66	\$62.25
Operators (Class 04 - See notes)	1/1/2026		\$37.59	\$24.66	\$62.25
Operators (Class 05 - See notes)	1/1/2023		\$32.17	\$23.58	\$55.75
Operators (Class 05 - See notes)	1/1/2023		\$32.17	\$23.58	\$55.75
Operators (Class 05 - See notes)	1/1/2024		\$33.97	\$24.03	\$58.00
Operators (Class 05 - See notes)	1/1/2024		\$33.97	\$24.03	\$58.00
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators (Class 05 - See notes)	1/1/2026		\$37.34	\$24.66	\$62.00
Operators (Class 05 - See notes)	1/1/2026		\$37.34	\$24.66	\$62.00
Operators Class 1-A	1/1/2023		\$39.79	\$23.58	\$63.37
Operators Class 1-A	1/1/2023		\$39.79	\$23.58	\$63.37
Operators Class 1-A	1/1/2024		\$41.59	\$24.03	\$65.62
Operators Class 1-A	1/1/2024		\$41.59	\$24.03	\$65.62
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-A	1/1/2026		\$44.96	\$24.66	\$69.62
Operators Class 1-A	1/1/2026		\$44.96	\$24.66	\$69.62
Operators Class 1-B	1/1/2023		\$38.79	\$23.58	\$62.37
Operators Class 1-B	1/1/2023		\$38.79	\$23.58	\$62.37
Operators Class 1-B	1/1/2024		\$40.59	\$24.03	\$64.62
Operators Class 1-B	1/1/2024		\$40.59	\$24.03	\$64.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Operators Class 1-B	1/1/2026		\$43.96	\$24.66	\$68.62
Operators Class 1-B	1/1/2026		\$43.96	\$24.66	\$68.62
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 2 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 2 (see notes)	6/1/2023		\$36.01	\$24.01	\$60.02

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-04416 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 2 (see notes)	6/1/2023		\$36.01	\$24.01	\$60.02
Painters Class 2 (see notes)	6/1/2024		\$38.09	\$24.93	\$63.02
Painters Class 2 (see notes)	6/1/2024		\$38.09	\$24.93	\$63.02
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 3 (see notes)	6/1/2022		\$36.77	\$22.82	\$59.59
Painters Class 3 (see notes)	6/1/2022		\$36.77	\$22.82	\$59.59
Painters Class 3 (see notes)	6/1/2023		\$38.33	\$24.01	\$62.34
Painters Class 3 (see notes)	6/1/2023		\$38.33	\$24.01	\$62.34
Painters Class 3 (see notes)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2025		\$43.69	\$25.81	\$69.50
Painters Class 3 (see notes)	6/1/2025		\$43.69	\$25.81	\$69.50
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16

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

Project: 25-04416 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41

Additional Forms Required
from
Awarded Contractor

**CONTRACTOR
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Contract, the Contractor agrees as follows:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- C. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- E. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- F. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- G. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

CONTRACTOR'S SIGNATURE

TITLE

**SUBCONTRACTOR
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Contract, the Contractor agrees as follows:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- C. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- E. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- F. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- G. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

SUBCONTRACTOR'S SIGNATURE

TITLE

BONDS AND INSURANCE

1.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

1.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required

insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

1.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.

5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner, Engineer, and UMH Properties, Inc.; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 1.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's

other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

1.04 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 1.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

1.05 Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 1.05, Paragraphs 1.06 and 1.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 1.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 1.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

1.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 1.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 1.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

1.07 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 1.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

MINIMUM REQUIREMENTS FOR BONDS AND INSURANCE

- A. Bonds
 - 1. Bid security is to be provided by each contractor in the amount of ten percent of his maximum bid price and will be in the form of:
 - a. Bid Bond.
 - b. Certified or bank cashier's check drawn to the order of the owner.
 - 2. Performance Bond and Payment Bond each in an amount equal to the contract price.
- B. Liability Insurance

The limits of liability for the liability insurance required above shall provide coverages for not less than the following amounts or greater where required by law:

 - 1. Workers' compensation, etc.:
 - a. \$100,000 Each Accident,
 - b. \$100,000 Each Employee

- c. \$500,000 Policy Limit.
 - 2. Comprehensive general liability (Occur and Project Box to be checked):
 - a. \$1,000,000 Each Occurrence
 - b. \$10,000 Medical Expenses Limit (any one person)
 - c. \$1,000,000 Personal and Advertising Injury
 - d. \$2,000,000 General Aggregate
 - e. \$1,000,000 Products-Completed Operations Aggregate
 - 3. Comprehensive Automobile liability (Any Auto box to be checked):
 - a. 1,000,000 Combined Single Limit (each accident)
 - 4. Umbrella or excess liability (Umbrella Liability and Occur Box to be checked):
 - a. \$2,000,000 Each Occurrence and Aggregate
 - b. \$5,000,000 Each Occurrence and Aggregate (For construction projects over \$5,000,000)
 - 5. Pollution Liability Insurance under Article 6 of the General Conditions
 - a. \$1,000,000 Each Pollution Condition and Aggregate (For small jobs w/o direct threat to water source, could be waived)
 - 6. Certificate holder shall be Owner Name, PennDOT, other.
 - 7. Additional liability coverage for Owner, Engineer, and UMH Properties, Inc. will be provided by endorsement as additional insurers on contractor's general liability policy.
 - 8. The certificate of insurance must provide the above limits and coverage. The insurance company will be required to give at least 10-day notice of cancellation.
- C. Property Insurance
- 1. Property insurance not less than the full insurable value of the work (Contract price) in accordance with Article 6 of the General Conditions will be provided by contractor naming Owner and Engineer as additional insurers and shall include builders risk and/or installation floater.
 - a. Builders Risk required for any building or structure.
 - b. Installation Floater required for any underground work or setting of equipment within a building or structure, ie: generator, pumps, etc.
 - 2. Such insurance will be in the form of completed value and shall not exceed a \$5,000 deductible amount.
- D. Correction Period
- Should the contractor be required to correct any defective work (in accordance with the contract documents) during the correction period, he shall be required to provide to owner a certificate of insurance (with coverages listed above) or extend existing policy for length of correction period before proceeding with correcting the defective work.

SECTION 00620

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.

- 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed

incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

END OF SECTION

SECTION 00610

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal
place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a

qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced

or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15.If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16.Modifications to this Bond are as follows:

END OF SECTION

**AGREEMENT
BETWEEN PROJECT FUNDER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Blair County Conservation District ("Project Funder")
and _____ ("Contractor").

Project Funder and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Blair County Conservation District – _____. This contract and any time frames associated with this contract are solely for the purpose of the **Benedetto Streambank** project.

ARTICLE 3 – PROJECT ADVISOR

- 3.01 The part of the Project that pertains to the Work has been designed by BluAcres LLC
- 3.02 The Project Funder has assigned BluAcres LLC ("Project Advisor") to act as Project Funder's representative, assume all duties and responsibilities, and have the rights and authority assigned to Project Advisor in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
- A. The Work will be substantially completed within 30 days after the date when the Contract Times commence to run as mutually determined, as weather and stream flow conditions allow, and completed and ready for final payment in accordance within 60 days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
- A. Contractor and Project Funder recognize that time is of the essence as stated in Paragraph 4.01 above and that Project Funder may suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Project Funder if the Work is not completed on time. Accordingly, instead of requiring any such proof, Project Funder and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Project Funder \$200.⁰⁰ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted

pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Project Funder \$200.⁰⁰ for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Project Funder shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, listed as \$_____ and attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit an Application for Payment (Invoice) specific to the Work to be completed through this agreement. Application for Payment (Invoice) will be processed by the Blair County Conservation District.

6.02 Lump Sum - Final Payment

- A. Upon final completion and acceptance of the Work, Project Funder shall pay the Contract Price as recommended by the Blair County Conservation District. Project Funder will attempt to make payment to Contractor within 30 days of the acceptance of the Application for Payment (Invoice) by the Project Funder.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Project Funder to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings, if any, identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Project Funder and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Project Funder written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Funder is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Invitation to Bid or Advertisement
 - 2. This Agreement (pages 1 to 5, inclusive).
 - 3. Performance bond.
 - 4. Payment bond.
 - 5. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: Ritchey Stabilization Project
 - 6. Exhibits to this Agreement:
 - a. Nondiscrimination/Sexual Harassment Clause
 - b. Contractor's Bid
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice or Letter to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written

consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Project Funder and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Project Funder and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Project Funder, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Project Funder of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Project Funder, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Project Funder and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

PROJECT FUNDER:

CONTRACTOR:

Blair County Conservation District

By: _____

By: _____

Title: District Chairman

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: District Manager

Title: _____

Address for giving notices:

Address for giving notices:

1407 Blair Street

Hollidaysburg, PA 16648

License No.: _____

END OF SECTION

SECTION 00545

CHANGE ORDER

Change Order No. _____

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (If required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (If applicable)

By: _____ Date: _____

Title: _____

END OF SECTION

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)
_____ for the construction of the above-identified project, acknowledges that:
 - (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
 - (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.
2. The undersigned certifies that:
 - (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(c) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
 - (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.
3. The undersigned certifies that:
 - (a) the legal name and the business address of the contractor or subcontractor are: _____
 - (b) The undersigned is: ☐ a single proprietorship ☐ a corporation organized in the state of _____
☐ a partnership ☐ other organization (describe) _____
 - (c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

(DATE)

(SIGNATURE)

(TITLE)

SEAL

Taken, sworn and subscribed before me this _____ Day
of _____ A.D., _____