

**Announcement – Invitation to Bid**

***Ritchey Property Streambank Stabilization Project***

The Blair County Conservation District (BCCD) at 1407 Blair Street Hollidaysburg, Pennsylvania is accepting bids to construct the Ritchey Property Streambank Stabilization Project located in Duncansville, Blair County, Pennsylvania. This is a request for qualified contractors to provide a full project bid on constructing this streambank stabilization project in the summer of 2024. Staff members of Trout Unlimited – Pennsylvania Coldwater Habitat Restoration Program will provide construction oversight from June 24, 2024, to June 28, 2024. District Staff will provide construction oversight for the remainder of the project timeframe. Due to tight work scheduling, we ask that the project’s work performance timeline be closely followed and that the selected contractor have all materials and machinery on-site prior to the start date.

**COVER SHEET**

**PROJECT DETAILS:**

**Ritchey Property Streambank Stabilization Project is located at:**

Work Area 1: 40.429356, -78.437540 ( East off Route 764/US HWY 22)

Work Area 2: 40.430554, -78.441077 (West off Route 764/US HWY 22)

Work Area 3: 40.432318, -78.447772 (South off Mill Road, Duncansville, PA)

**Site Showing:**

A mandatory site showing will be conducted on February 14, 2024, at 9AM at the coordinates 40.433984, -78.445462.

**Work Performance Timeframe:**

Work must begin on June 24, 2024, upon execution of the agreement, unless stream conditions do not allow as determined by BCCD Staff and/or Trout Unlimited Staff. The work must be completed by July 24, 2024.

**Brief description of work includes:**

Log vane deflectors (multi log and single log), log framed stone deflectors, modified muddsill structures (one, two, three, five, and six sections), rock grade controls, randomly placed in-stream boulders, toe logs, cross logs, modified muddsills and log framed stone deflectors with extended sills, sawtooth deflectors, log cross vanes, and a rock cross vane.

Brush material removed shall be taken off site for disposal. The Duncansville Research and Development Facility or other off-site disposals would be suitable locations for disposal.

\*\*\*\*\*

Work for the project must begin and end as stated in the above *Work Performance Timeframe*, upon Execution of Agreement, unless stream conditions do not allow as determined by BCCD Staff and/or Trout Unlimited Staff. Project must be completed by July 24<sup>th</sup>, 2024.

See the attached *Description of Work* to be performed for the project.

**Bids can be Hand Delivered or Mailed to:**

Chelsey Weyant  
Blair County Conservation District  
1407 Blair Street  
Hollidaysburg, PA 16648  
ATTN: Ritchey Property Streambank Stabilization Project – BID

Bids must be in a sealed envelope including the original plus two copies and received before 3:00 PM March 6, 2024.

The Bid Opening will take place at the Blair County Conservation District office at 3:00 PM March 6, 2024. Delivery of the bid package must be received prior to this time, or the package is invalidated.

Bids will be accepted for review and awarded or rejected at the Board Meeting of the Blair County Conservation District on March 18, 2024, at 7:30 PM local time at the same location.

## **Proposal Submittal Details**

### **Proposal Requirements:**

Submit an original plus two (2) copies of your written proposal. Please list only the equipment and personnel that will be made available for this work. 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 (5) years,
5. Statement of price. Please fill in your bid price in Attachment A forms titled “Bid Schedule” for the project. Those proposals not adhering to these instructions will be removed from consideration.
6. Signed BID SCHEUDLE including Federal Tax ID#,
7. Schedule for implementation.

### **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 the whole or in part if the best interest of the BCCD will be served thereby.

### **Submittal of Proposal:**

Proposals will be received by Hand Delivery or Mailed Envelope before 3:00 PM, March 6, 2024.

### **Address to:**

Chelsey Weyant  
Blair County Conservation District  
1407 Blair Street  
Hollidaysburg, PA 16648  
ATTN: Ritchey Property Streambank Stabilization Project – BID

### **Bid Opening:**

The Bid Opening will take place at the Blair County Conservation District Office at 3:00 PM, March 6, 2024.

## 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 Delivery 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 of 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 the Ritchey Property Streambank Stabilization Project will be required to comply with the PA Department of Labor and Industry, Prevailing Minimum Wage (Act422 of 1961, P.L.987 amended).

9.PAYMENT: Upon satisfactory completion of each project, a lump sum payment shall be made within 30 days of receipt of an invoice with copies of certified payroll.

- A Certificate of Substantial Completion from #00575 must be signed by BCCD staff and Contractor to verify that All Work is completed after the job site is finished.

10.INSURANCE: Before the issuance of a contract, and before commencing any work, the vendor shall furnish a certificate, satisfactory to BCCD, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be cancelled 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.

INSURANCE: Vendor shall furnish proof of coverage of Commercial General Liability Insurance. The minimum amount of insurance coverage required is \$1,000,000.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: Vendor shall furnish proof of Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the services agreed upon in this contract. The minimum amount of coverage required is \$1,000,000.

WORKMAN’S COMPENSATION INSURANCE: Per Pennsylvania statutory limits.

11.MISCELLANEOUS: Discussions and interviews may be held with contractors under final consideration prior to selection for 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 (Exhibit A)
  2. A completed Performance Bond Form #00610
  3. A completed Payment Bond Form #00620
  4. Certificate of Insurance (see attached detail – Article 6 – 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 #00545.

\*\*\*\*\*Example of forms are attached to this bid package\*\*\*\*\*

## **Description of Work for Ritchey Property Streambank Stabilization Project**

The Blair County Conservation District (BCCD), requests bids from qualified contractors to construct streambank stabilization at the Ritchey Property in Duncansville, Pennsylvania. Trout Unlimited – Pennsylvania Coldwater Habitat Restoration Program has included a design for the streambank stabilization structures to stabilize a bank along Gillans Run, Allegheny Township, Blair County, PA.

Project Location: Mr. Kelly Ritchey's Property  
Duncansville, PA 16635  
Allegheny Township, Blair County  
Latitude/Longitude: Work Area 1: 40.429356, -78.437540  
Work Area 2: 40.430554, -78.441077  
Work Area 3: 40.432318, -78.447772

- An Erosion and Sediment Pollution Control Plan is included in the design plan. The contractor shall be responsible for implementing the plan and maintaining the controls, including any additional measures which may be required to minimize sedimentation. The contractor must complete and sign this plan and submit with the bid proposal.
- The contractor shall be responsible for placing a PA One Call notification a minimum of three (3) business days, but not more than ten (10) business days prior to the start of excavation.
- The contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the Pennsylvania Prevailing Wage Law schedule of wage rates established by the Pennsylvania Division of Labor Standard and to pay minimum wages in accordance with the schedule wage rates established by the Pennsylvania Division of Labor Standards. Wage determination is included in this package (Determination/Publication on February 1, 2024).
- Brush material removed shall be taken off site for disposal. The Duncansville Research and Development Facility or other off-site disposals would be suitable locations for disposal.
- Contractors are permitted to work within the designated perimeter along the field edge and entrances to the field with a width of 50 feet. As this site is an active agriculture field, contractors are not permitted to encroach/hinder/alter the crops in any way outside the 50-foot perimeter. For reference, please see Work Area 1-3 denoted in the "Ritchey Work Area" Map attached.
- Hemlock is the preferred species for all log structures.
- Streambank Stabilization Improvements Will Include:
  - 9 Log Cross Vanes
  - 18 Randomly Placed In-Stream Boulders
  - Rock Cross Vane approximately 10 feet
  - Log Framed Stone Deflector approximately 180 feet.
  - One Section Modified Mud Sill with a 20' Wing approximately 40 feet.
  - Five Section Modified Mud Sill approximately 100 feet.
  - Two Section Modified Mud Sill approximately 40 feet.
  - Six Section Modified Mud Sill approximately 120 feet.

- 7 Single Log Vane Deflectors
- 2 Multi Log Vane Deflectors
- One Section Modified Mud Sill with 15' Wing approximately 35 feet.
- Log Framed Stone Deflector with Rock Grade Control approximately 20 feet.
- 4 Single Log Vane Deflectors with Rock Grade Control
- Log Framed Stone Deflector with Extended Sill approximately 40 feet.
- Toe Logs approximately 50 feet
- Cross Logs approximately 30 feet
- One Section Modified Mud Sill with Extended Sill approximately 20 feet.
- Sawtooth Deflectors approximately 20 feet
- Three Section Modified Mud Sill with 10' Wing and 1 Face Log approximately 70 feet.
- Provide Erosion Control Measures

Work Performance Timeframe:

Work must begin on June 24, 2024, upon execution of the agreement, unless stream conditions do not allow as determined by BCCD Staff and/or Trout Unlimited Staff. The work must be completed by July 24, 2024.

Site Showing:

A mandatory site showing will be conducted on February 14, 2024, at 9:00 AM at the coordinates 40.433984, -78.445462.

**ATTACHMENT A**

**DATE:** \_\_\_\_\_

*Ritchey Property Streambank Stabilization Project*

**BID SCHEDULE**

<b><i>ITEM</i></b>	<b><i>DESCRIPTION</i></b>	<b><i>UNIT</i></b>	<b><i># UNITS</i></b>	<b><i>EST. COST PER UNIT</i></b>	<b><i>TOTAL ESTIMATED COST</i></b>
<b>Mobilization</b>	Includes all necessary costs associated with mobilizing and demobilizing equipment to and from site.	LS	1		
<b>Log Cross Vane</b>	Includes all necessary costs associated with constructing the Log Cross Vane.	EA	9		
<b>Random Boulders</b>	Includes all labor and material necessary to place structures.	EA	18		
<b>Rock Cross Vane</b>	Includes all necessary costs associated with constructing the Rock Cross Vane.	LF	10		
<b>Log Framed Stone Deflector</b>	Includes all necessary costs associated with constructing the Log Framed Stone Deflector.	LF	180		
<b>Modified Mud Sill with 20' Wing (One Section)</b>	Includes all necessary costs associated with constructing the Modified Mud Sill with 20' Wing Log.	LF	40		
<b>Modified Mud Sill (Five Section)</b>	Includes all necessary costs associated with constructing the Modified Mud Sill.	LF	100		
<b>Modified Mud Sill (Two Section)</b>	Includes all necessary costs associated with constructing the Modified Mud Sill.	LF	40		
<b>Modified Mud Sill (Six Section)</b>	Includes all necessary costs associated with constructing the Modified Mud Sill.	LF	120		
<b>Single Log Vane Deflector</b>	Includes all necessary costs associated with constructing the Single Log Vane Deflector.	EA	7		
<b>Multi Log Vane Deflector</b>	Includes all necessary costs associated with constructing the Multi Log Vane Deflector.	EA	2		
<b>Modified Mud Sill with 15' Wing (One Section)</b>	Includes all necessary costs associated with constructing the Modified Mud Sill with 15' Wing Log.	LF	35		
<b>Log Framed Stone Deflector with Rock Grade Control</b>	Includes all necessary costs associated with constructing the Log Framed Stone Deflector with Rock Grade Control.	LF	20		
<b>Single Log Vane Deflector with Rock Grade Control</b>	Includes all necessary costs associated with constructing the Single Log Vane Deflector with Rock Grade Control.	EA	4		



**ATTACHMENT A**

<b>Log Framed Stone Deflector with Extended Sill</b>	Includes all necessary costs associated with constructing the Log Framed Stone Deflector with Extended Sill.	LF	40		
<b>Toe Logs</b>	Includes all necessary costs associated with constructing the Toe Logs.	LF	50		
<b>Cross Logs</b>	Includes all necessary costs associated with constructing the Cross Logs.	LF	30		
<b>Modified Mud Sill with Extended Sill (One Section)</b>	Includes all necessary costs associated with constructing the Modified Mud Sill with Extended Sill.	LF	20		
<b>Sawtooth Deflectors</b>	Includes all necessary costs associated with constructing the Sawtooth Deflectors.	LF	20		
<b>Modified Mud Sill with 10' Wing and 1 Face Log (Three Section)</b>	Includes all necessary costs associated with constructing the Modified Mud Sill with 10' Wing and 1 Face Log.	LF	70		
<b>Erosion Control</b>	Includes labor, material, and equipment to control erosion onsite as deemed necessary and as specified by the Erosion and Sedimentation Control Plan. Includes all labor, material, and equipment necessary to perform seeding and straw/hay mulch the bank and all disturbed areas for the effective control of potential erosion.	LS	1		
<b>TOTAL =</b>					

*This bid is submitted in response to the invitation for bids on the Ritchey Property Streambank Stabilization Project. I have read the general provisions of and am willing to enter into a Contractor Agreement with BCCD.*

**Contractor's Information needed for contacting the Contracting Representative**

Name of Company: \_\_\_\_\_

Company's Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fed Tax ID (EIN): \_\_\_\_\_

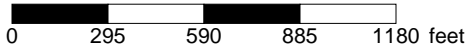
Authorization Signature (Signed in Ink): \_\_\_\_\_

Date: \_\_\_\_\_


# Ritchey Work Area



\* 590.0 feet per inch

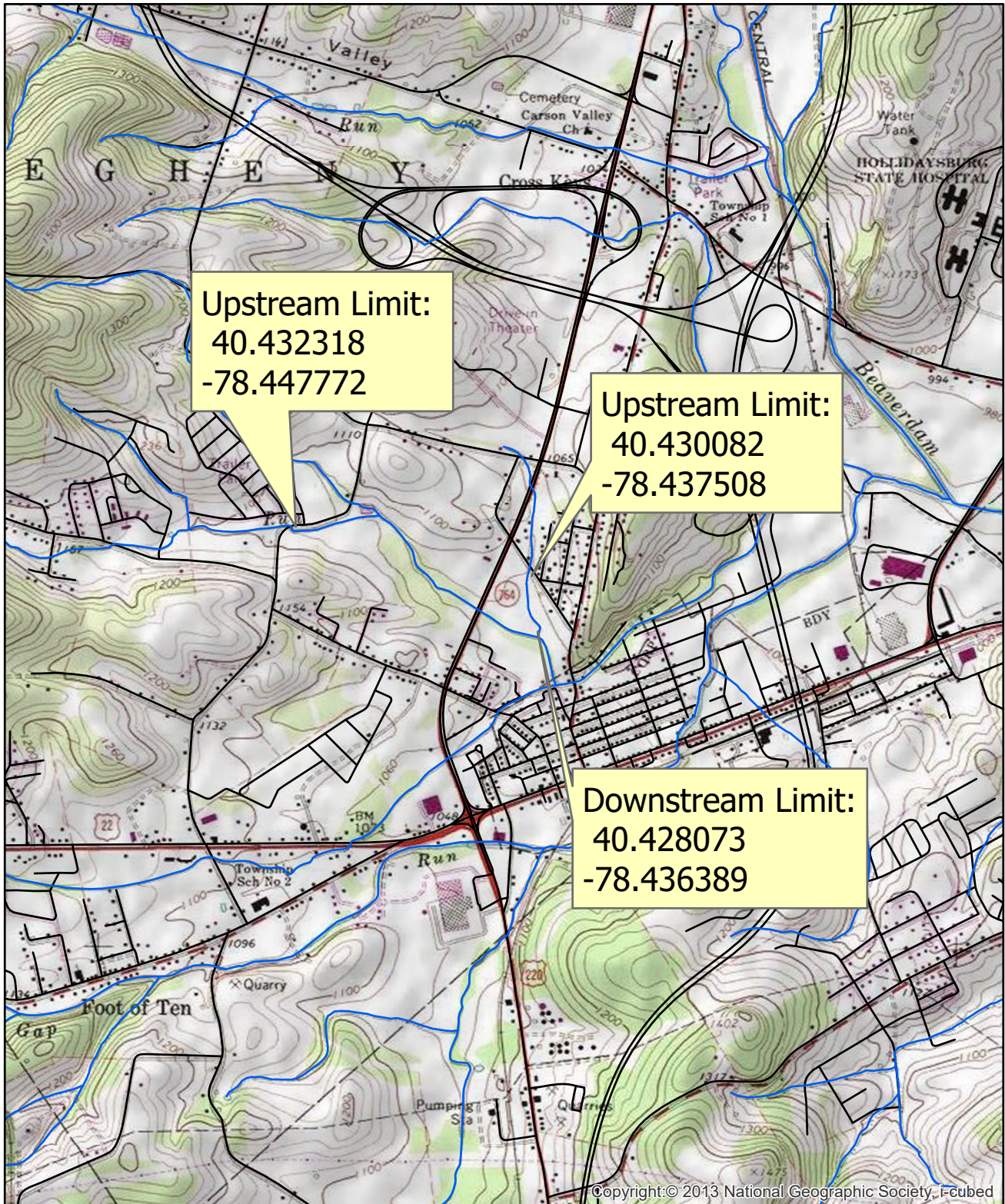


## Legend

- |   |   |   |  |
|---|---|---|--|
|  field / CMU   |  water         |  manure stacking     |  AHUA |
|  farm boundary |  stream        |  vegetative buffer   |  well |
|  homestead     |  sinkhole area |  100' manure setback |  road |
|  forest        |  sinkhole      |  150' manure setback |  |



# Ritchey Property Streambank Stabilization Project Location Map

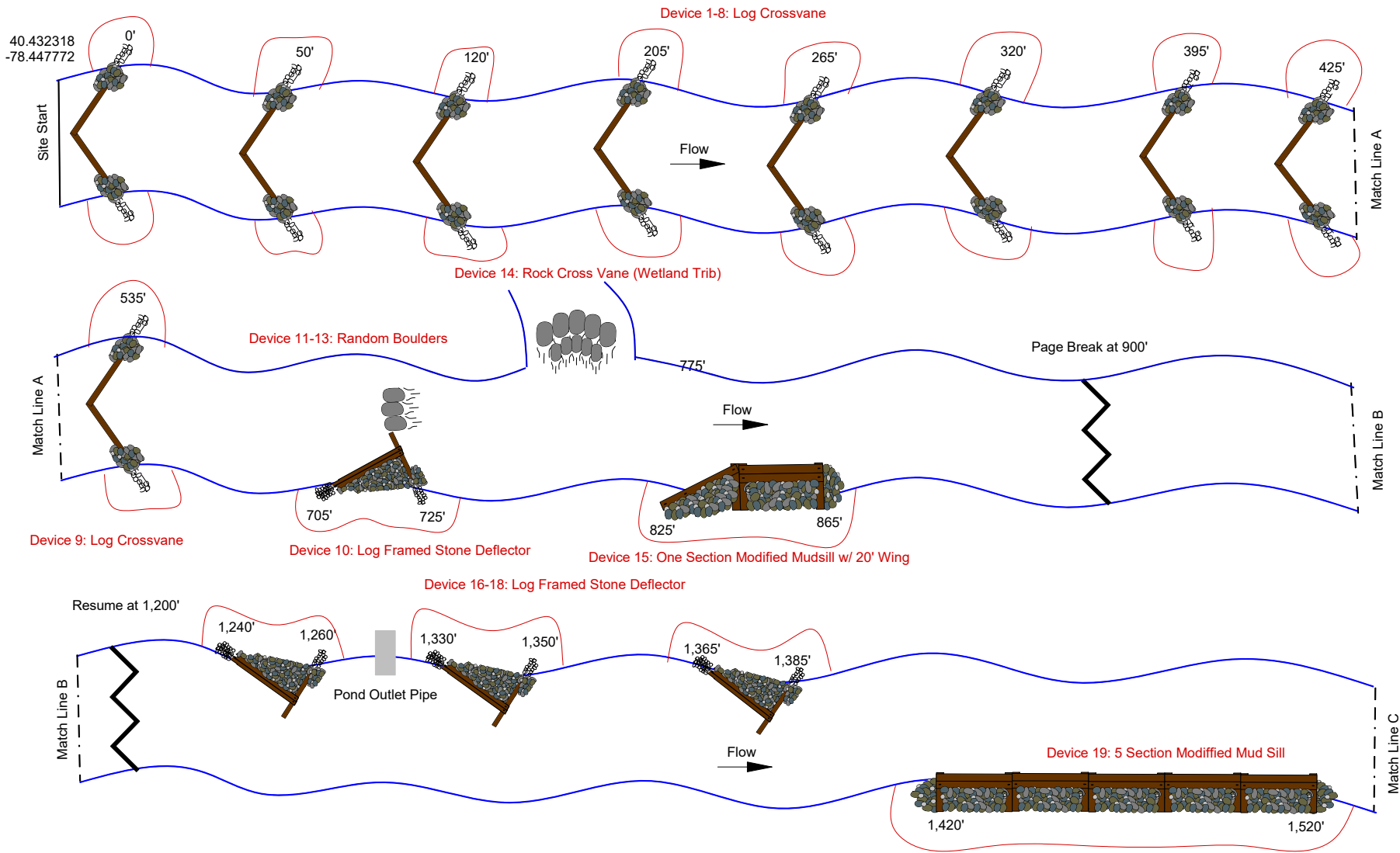


**Legend**

- Streams
- PA Local Roads
- PA State Roads

1:24,000





Area of Temporary Disturbance : .686 Acres

Impacts  
996 Ft Linear  
4,262 Sq Ft



**Rictchey Property Stabilization Project**

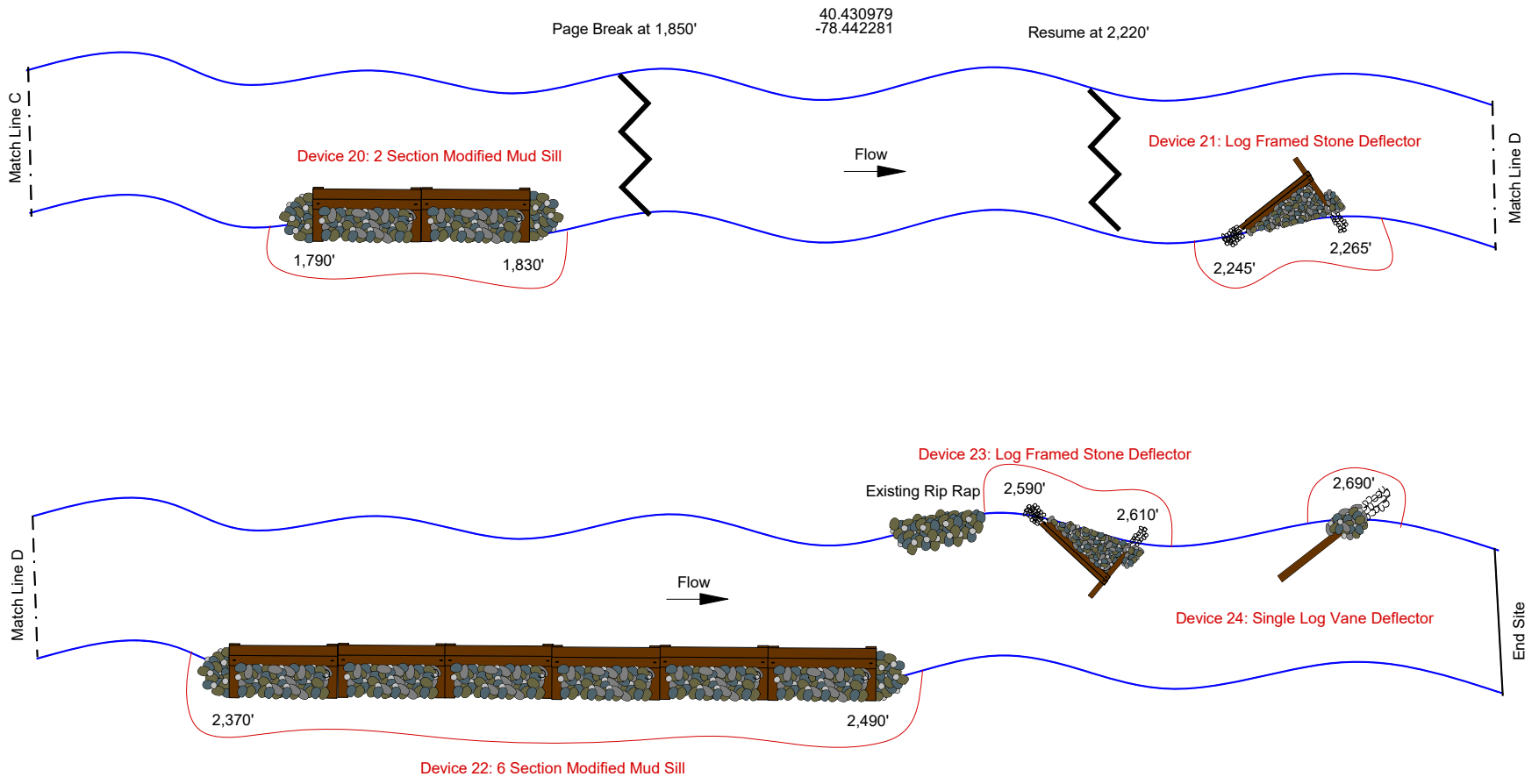
Upstream Site  
Gillans Run, Stream Designation CWF

Page 1 of 4

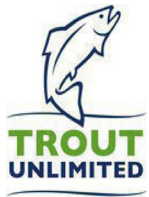
Drawn By: J.J. Zielinski

ALL SIZES APPROXIMATE, FIT IN FIELD





Impacts  
996 Ft Linear  
4,262 Sq Ft



**Ricthey Property Stabilization Project**

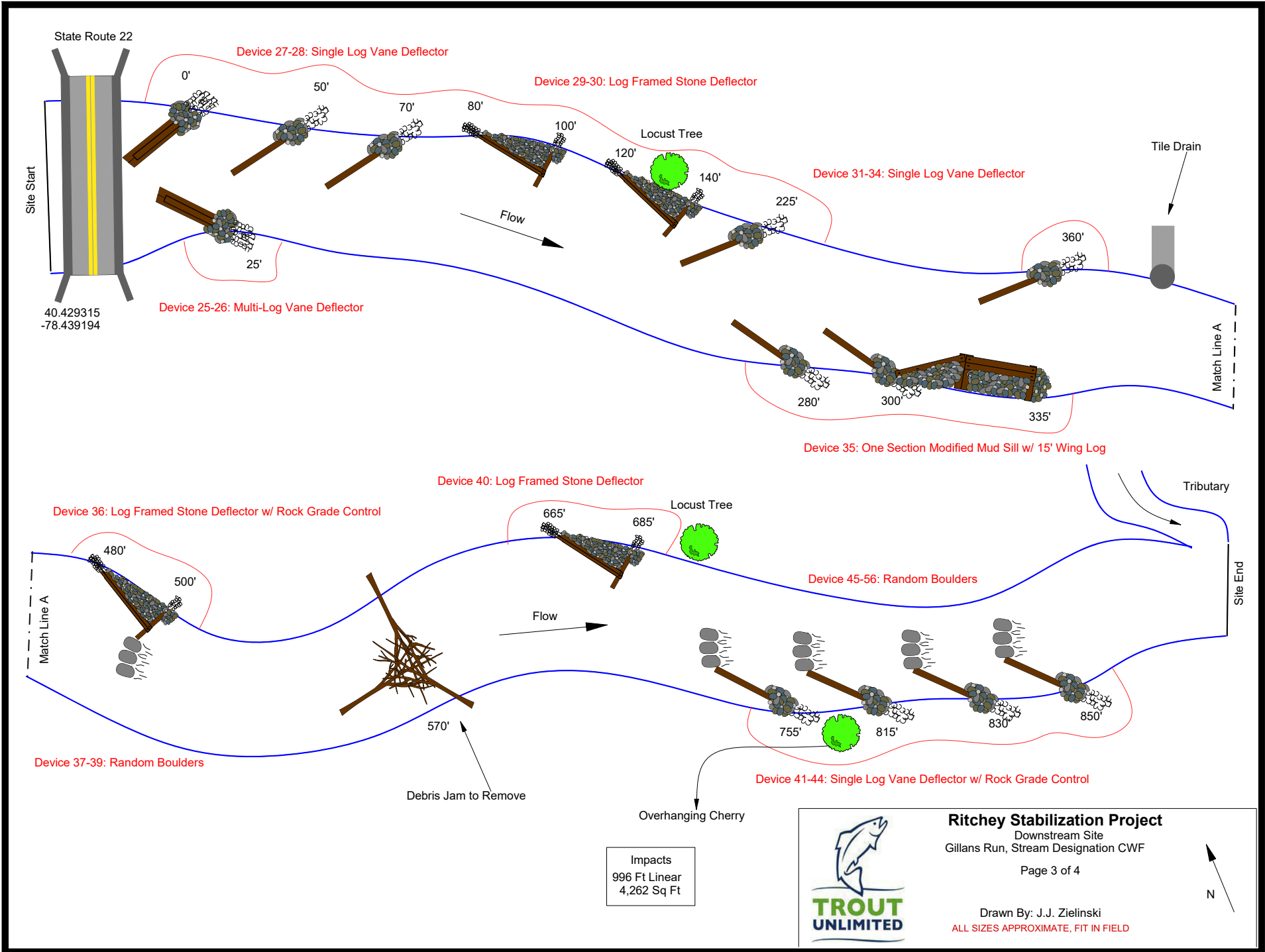
Upstream Site  
Gillans Run, Stream Designation CWF

Page 2 of 4

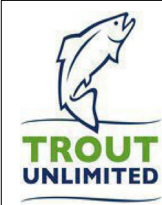
Drawn By: J.J. Zielinski

ALL SIZES APPROXIMATE, FIT IN FIELD



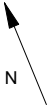


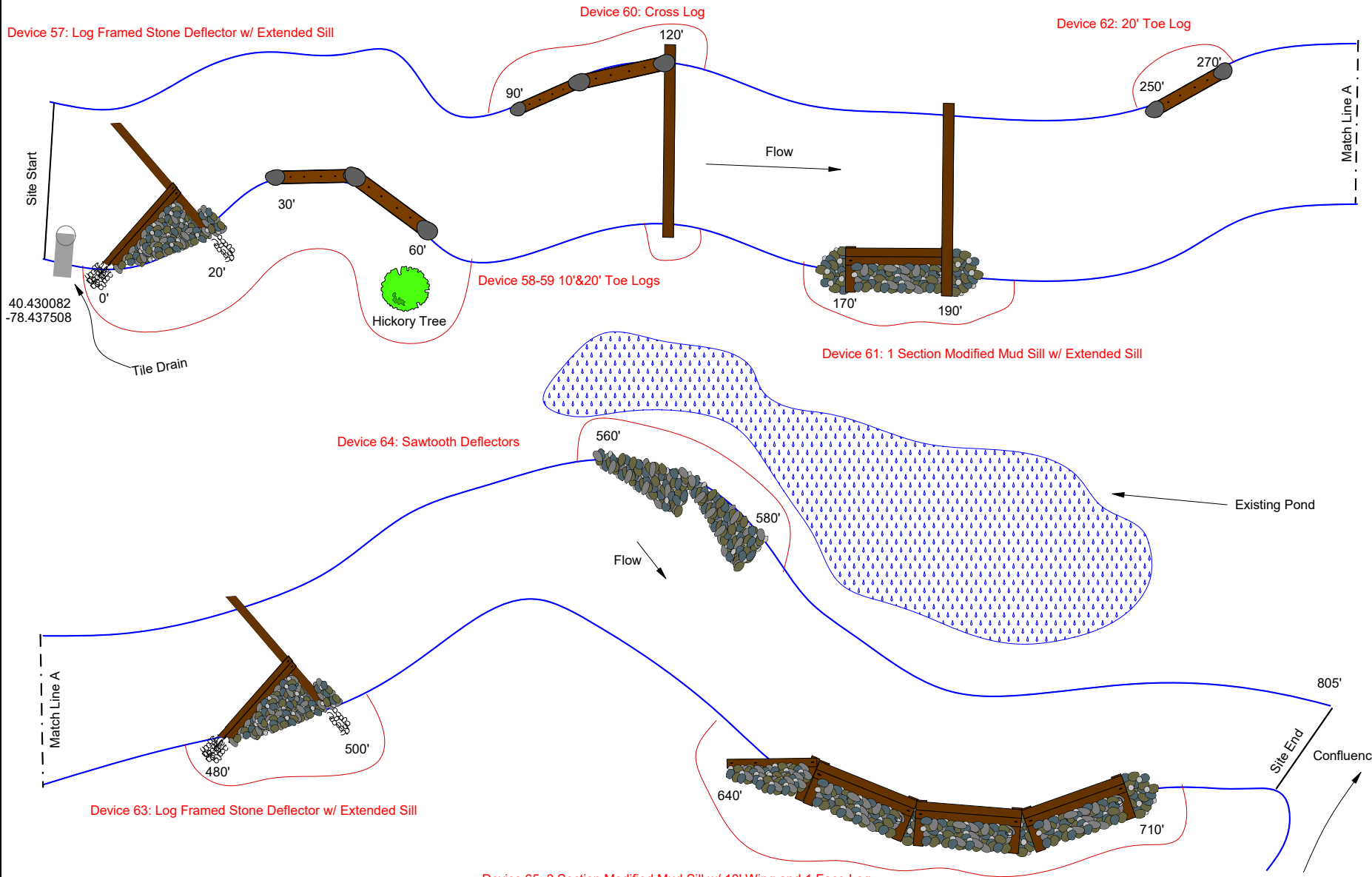
Impacts  
 996 Ft Linear  
 4,262 Sq Ft



**Ritchey Stabilization Project**  
 Downstream Site  
 Gillans Run, Stream Designation CWF  
 Page 3 of 4

Drawn By: J.J. Zielinski  
 ALL SIZES APPROXIMATE, FIT IN FIELD





Device 57: Log Framed Stone Deflector w/ Extended Sill

Device 60: Cross Log

Device 62: 20' Toe Log

Site Start  
40.430082  
-78.437508

Tile Drain

Hickory Tree

Device 58-59 10' & 20' Toe Logs

Device 61: 1 Section Modified Mud Sill w/ Extended Sill

Device 64: Sawtooth Deflectors

Existing Pond

Match Line A

Device 63: Log Framed Stone Deflector w/ Extended Sill

Device 65: 3 Section Modified Mud Sill w/ 10' Wing and 1 Face Log

805'

Confluence

Impacts  
996 Ft Linear  
4,262 Sq Ft



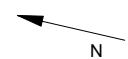
**Ritchey Stabilization Project**

Tributary Site  
UNT to Gillans Run, Stream Designation CWF

Page 4 of 4

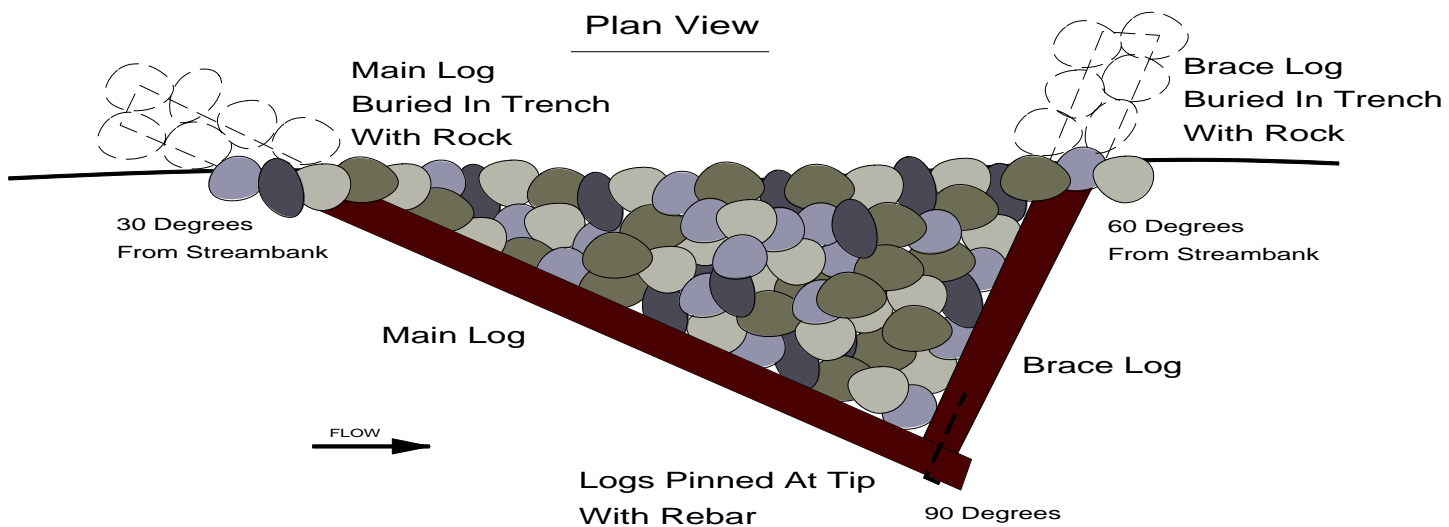
Drawn By: J.J. Zielinski

ALL SIZES APPROXIMATE, FIT IN FIELD

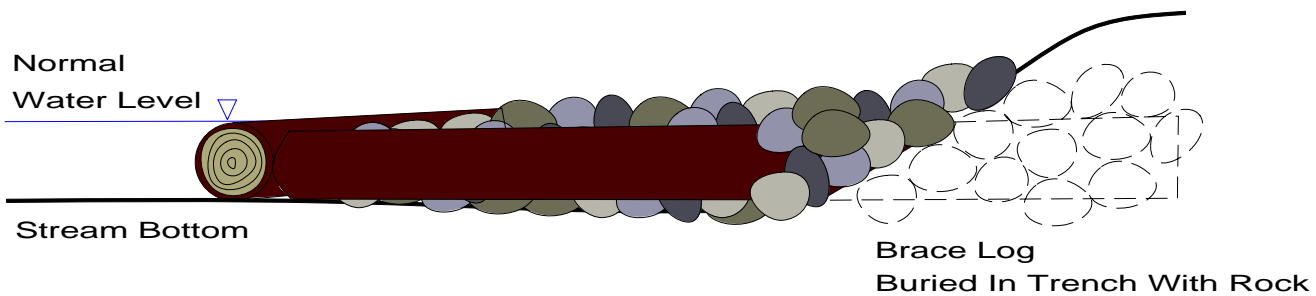


# LOG FRAMED STONE DEFLECTOR

Plan View



Section View

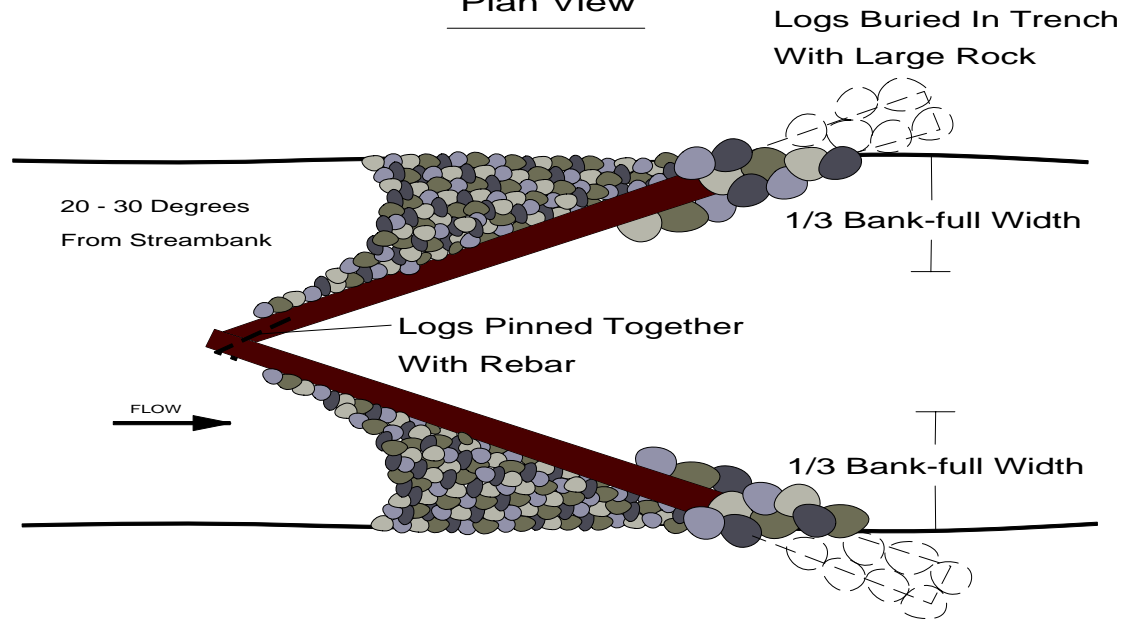




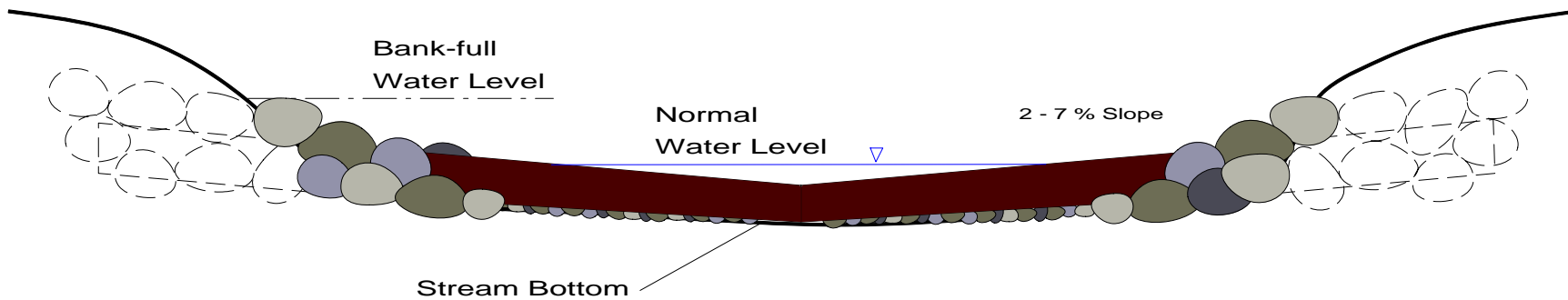
# LOG CROSS VANE

(LOW FLOW CHANNEL STRUCTURE)

Plan View

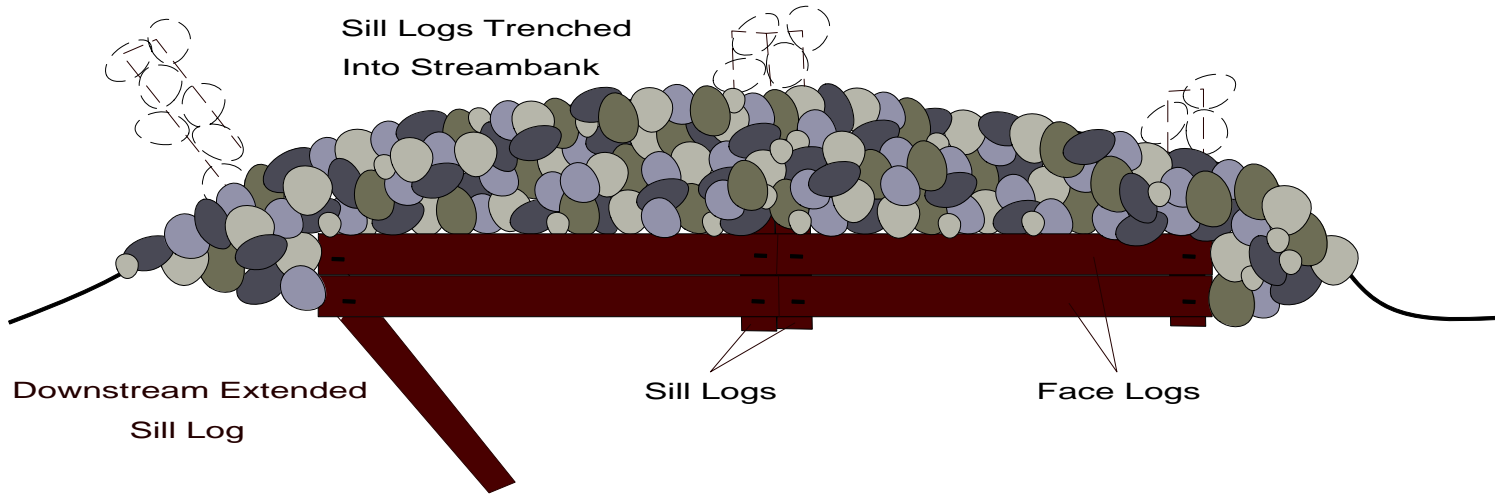


Section View



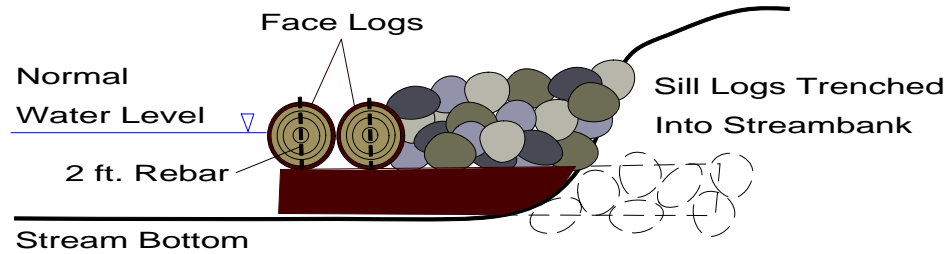
# MODIFIED MUD SILL CRIBBING

Plan View



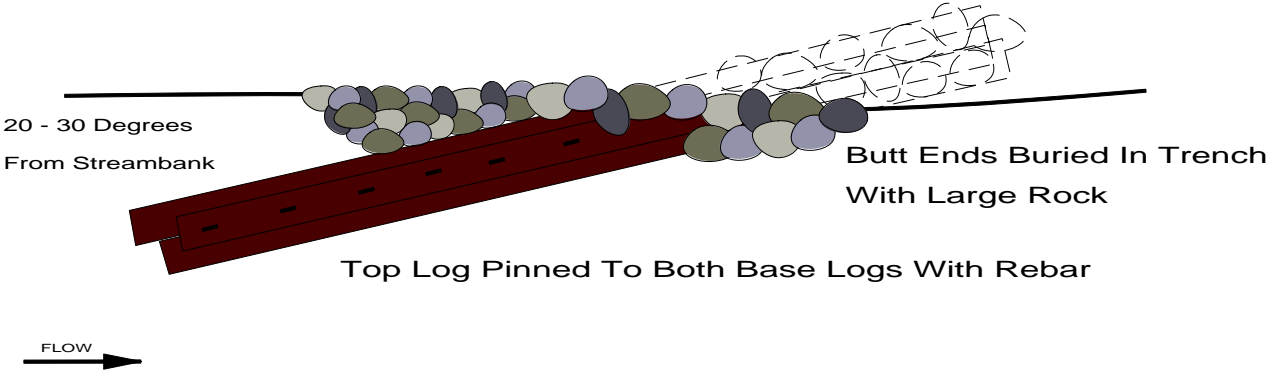
NOTE: Sill Logs Should Be Placed Every 15 ft.

Section View



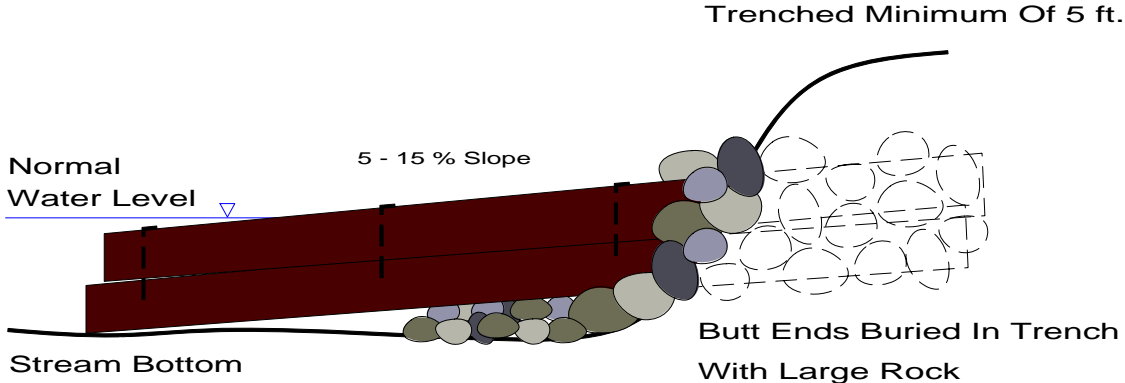
# MULTI-LOG VANE DEFLECTOR

Plan View



NOTE: Top log sits in the saddle formed by the 2 base logs.

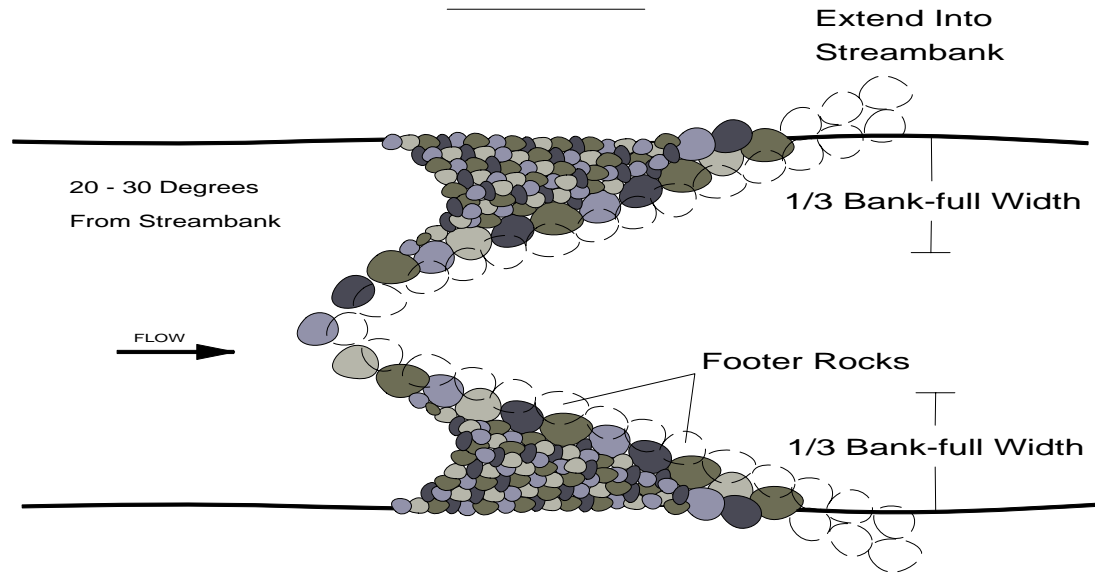
Section View



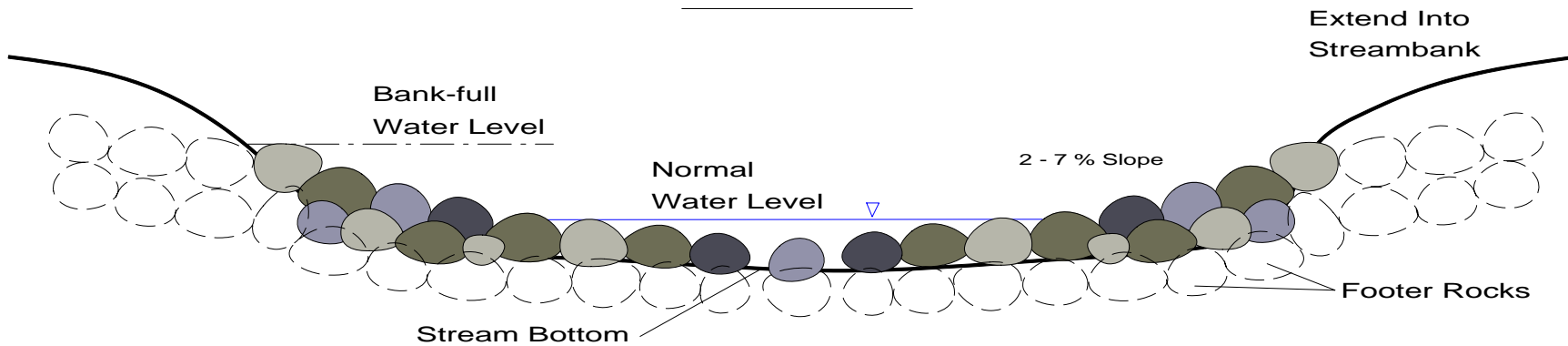
# ROCK CROSS VANE

(LOW FLOW CHANNEL STRUCTURE)

Plan View

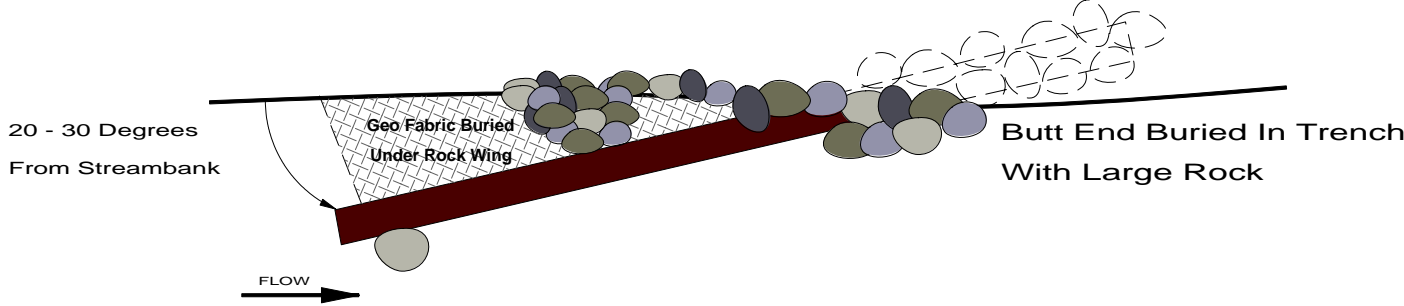


Section View



# SINGLE LOG VANE DEFLECTOR

Plan View

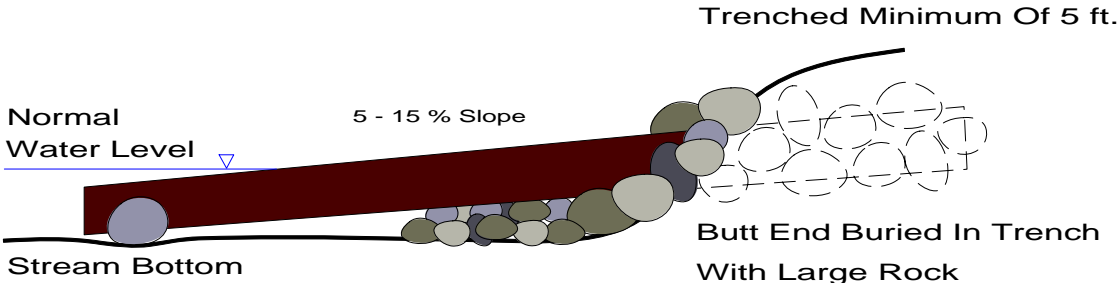


NOTE: Can place a large rock at tip as a brace.



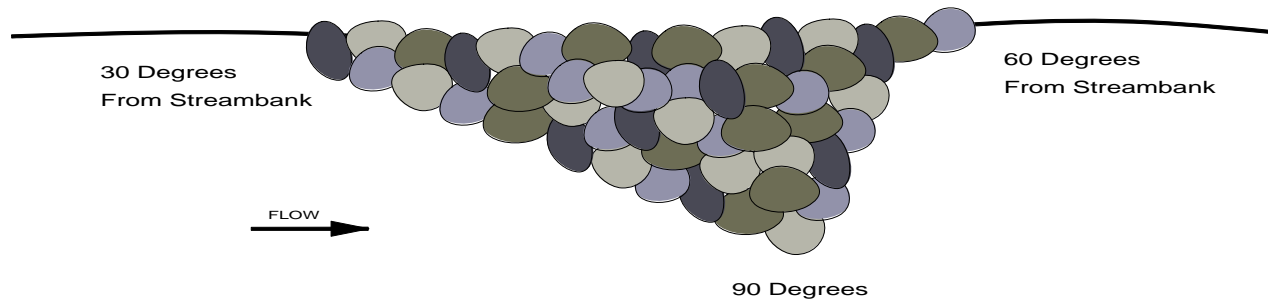
4' Rebar Pin

Section View

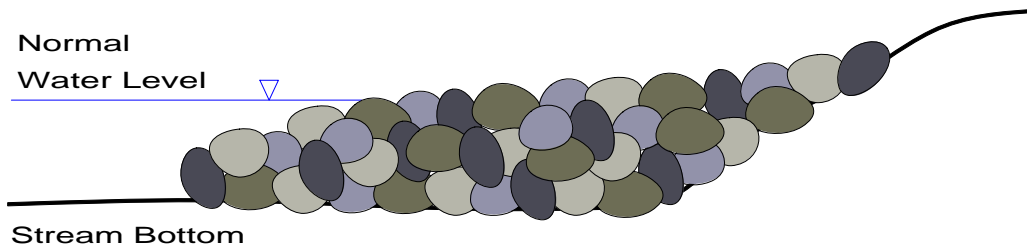


# STONE DEFLECTOR

Plan View

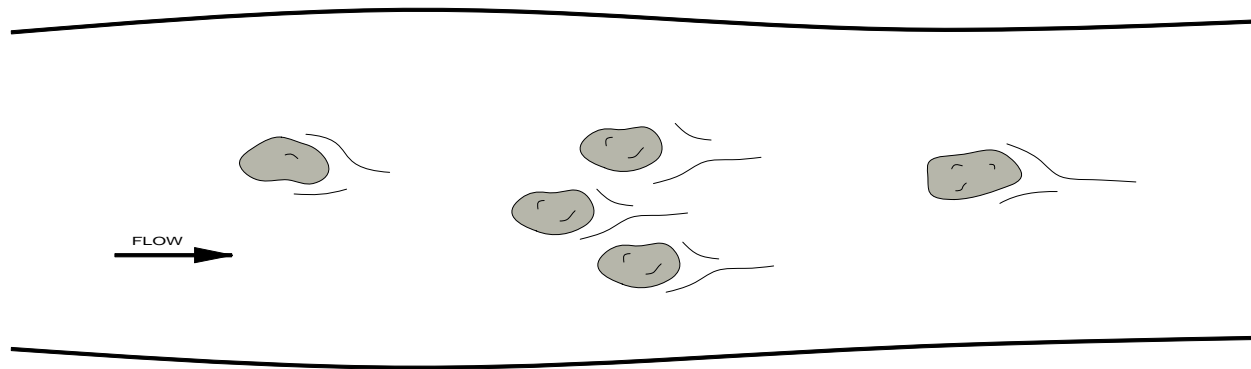


Section View



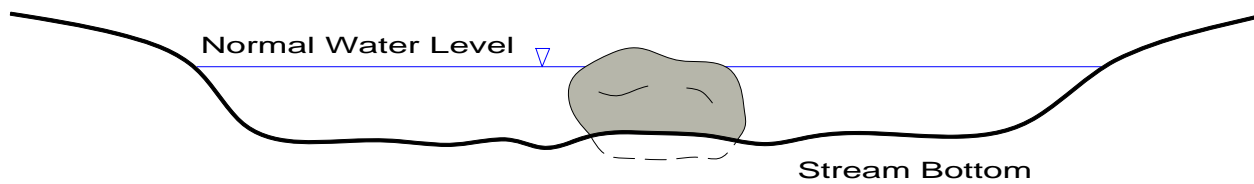
## RANDOM BOULDER PLACEMENT

Plan View



NOTE: Place Boulders in the middle third of the wetted width of the stream to prevent flow deflection into the streambanks.

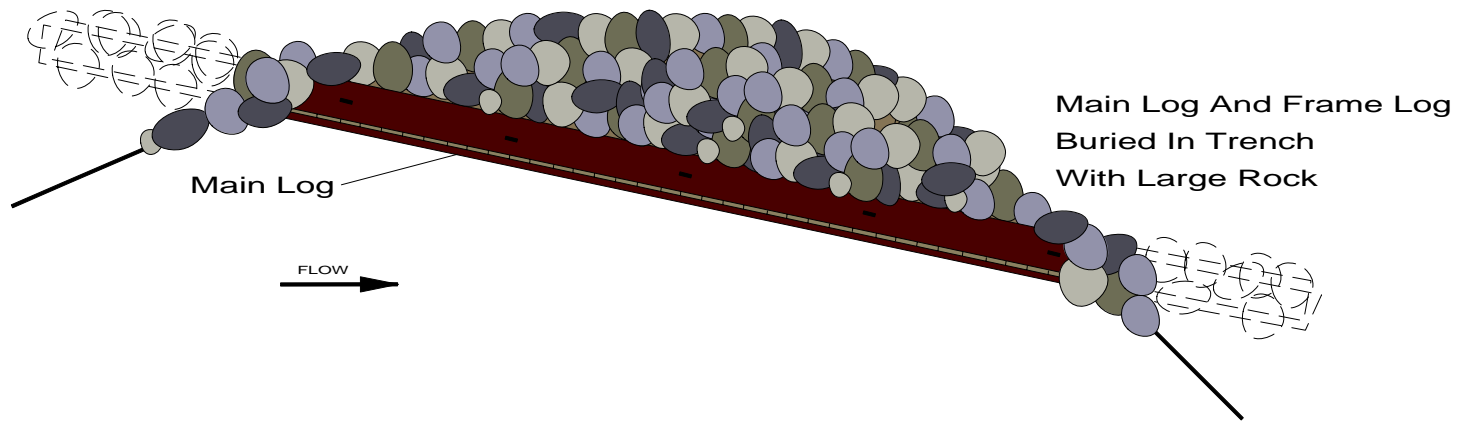
Section View



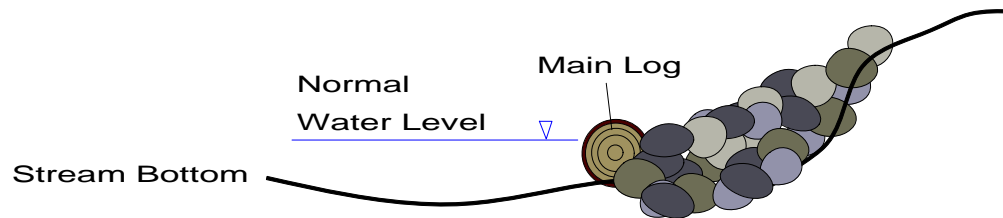
NOTE: Boulder should be large enough not to be displaced during high flow periods.

# TOE LOG CRIBBING

Plan View



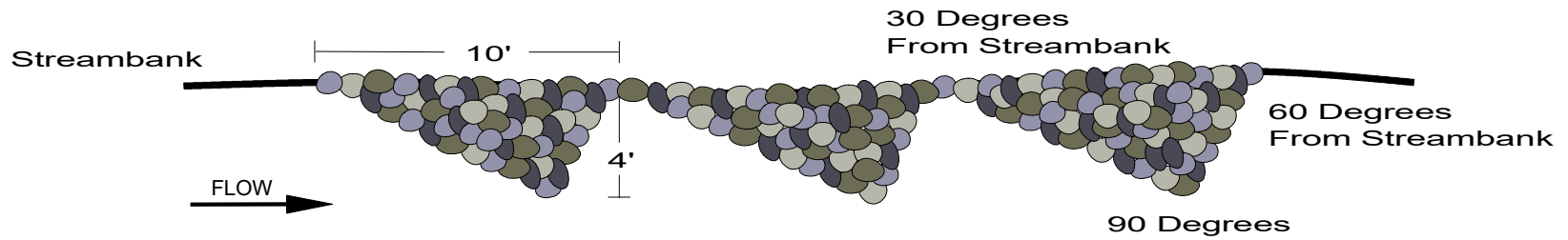
Section View





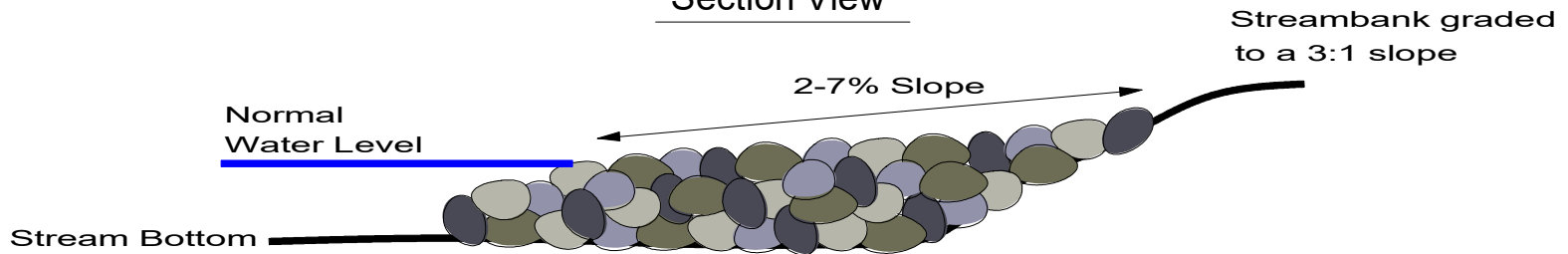
# SAWTOOTH STONE DEFLECTORS

Plan View



Note: Sections can be added or removed and the length measurement is 2.5 times the width

Section View



## Ritchey Property All Sites Materials List

### Gillans Run & UNT to Gillians Run, Blair County

Device: Log Cross Vane				
Device#: 1-9				
Materials	Quantity Per Device		# of Devices	Total for All Devices
Logs: 20'x 8-10" Dia.	2		9	18
Rebar Pins (5/8"): 2'	1			9
Rebar Pins (5/8"): 4'	6			54
Stone (12-18" Dia.) tons	4			36
N06 Geo-Fabric (SF) 6x15	90			810
2" Cap Nails (lbs)	1/8			1 1/8
Other: Seed & Mulch				

Device: Random Boulders				
Device#: 11-13,37-39,45-56				
Materials	Quantity Per Device		# of Devices	Total for Devices
Stone (16-24" Dia.) tons	1		18	18
Other: Seed & Mulch				

Device: 15' Single Log Vane Deflector				
Device#: 24, 27-28, 31-34, 41-44				
Materials	Quantity Per Device		# of Devices	Total for all Devices
Logs: 15'x 10-12" Dia.	1		11	11
Rebar Pins (5/8"): 4'	3			33
Stone (12-18" Dia.) tons	2			22
N06 Geo-Fabric (SF) 6x10	60			660
2" Cap Nails (lbs)	1/8			1 3/8
Other: Seed & Mulch				

Device: 1 Section Modified Mudsill w/ Extended Sill				
Device#: 61				
Materials	Quantity Per Device		# of Devices	Total for all Devices
Logs: 10'x 10-12" Dia.	1		1	1
Logs: 20'x 8-10" Dia.	3			3
Rebar Pins (5/8"): 2'	4			4
Rebar Pins (5/8"): 4'	5			5
Stone (12-18" Dia.) tons	5			5
Other: Seed & Mulch				

Device: 1 Section Modified Mudsill w/ 20' Wing Log				
Device#: 15				
Materials	Quantity Per Device		# of Devices	Total for all Devices
Logs: 10'x 10-12" Dia.	3		1	3
Logs: 20'x 8-10" Dia.	3			3
Rebar Pins (5/8"): 2'	5			5
Rebar Pins (5/8"): 4'	8			8
Stone (12-18" Dia.) tons	7			7
Other: Seed & Mulch				

Device: 1 Section Modified Mudsill w/ 15' Wing Log				
Device#: 35				
Materials	Quantity Per Device		# of Devices	Total for all Devices
Logs: 10'x 10-12" Dia.	3		1	3
Logs: 15'x 10-12" Dia.	1			1
Logs: 20'x 8-10" Dia.	3			3
Rebar Pins (5/8"): 2'	5			5
Rebar Pins (5/8"): 4'	8			8
Stone (12-18" Dia.) tons	7			7
Other: Seed & Mulch				

Device: 3 Section Modified Mudsill w/ 10' Wing Log (1 Face Log)				
Device#: 65				
Materials	Quantity Per Device		# of Devices	Total for all Devices
Logs: 10'x 10-12" Dia.	8		1	8
Logs: 20'x 8-10" Dia.	3			3
Rebar Pins (5/8"): 2'	7			7
Rebar Pins (5/8"): 4'	16			16
Stone (12-18" Dia.) tons	18			18
Other: Seed & Mulch				

Device: 10' & 20' Toe Log				
Device#: 58-59				
Materials	Quantity Per Section		# of Devices	Total for Devices
Logs: 10'x 10-12" Dia.	1		2	2
Logs: 20'x 8-10" Dia.	1			2
Rebar Pins (5/8"): 4'	5			10
Stone (12-18" Dia.) tons	4			8
Other: Seed & Mulch				

<b>Device: Toe Log</b>				
<b>Device#: 62</b>				
<b>Materials</b>	<b>Quantity Per Section</b>		<b># of Devices</b>	<b>Total for Devices</b>
Logs: 20'x 8-10" Dia.	1		1	1
Rebar Pins (5/8"): 4'	4			4
Stone (12-18" Dia.) tons	2			2
Other: Seed & Mulch				

<b>Device: Cross Log</b>				
<b>Device#: 60</b>				
<b>Materials</b>	<b>Quantity Per Device</b>		<b># of Devices</b>	<b>Total for all Devices</b>
Logs: 20'x 8-10" Dia.	1		1	1
Rebar Pins (5/8"): 4'	4			4
Stone (12-18" Dia.) tons	2			2
N06 Geo-Fabric (SF) 6x15	90			90
2" Cap Nails (lbs)	1/4			1/4
Other: Seed & Mulch				

<b>Device: Log Framed Stone Deflectors</b>				
<b>Device#: 10, 16-18, 21, 23, 29-30, 36, 40</b>				
<b>Materials</b>	<b>Quantity Per Device</b>		<b># of Devices</b>	<b>Total for all Devices</b>
Logs: 10'x 10-12" Dia.	1		10	10
Logs: 20'x 8-10" Dia.	2			20
Rebar Pins (5/8"): 2'	2			20
Rebar Pins (5/8"): 4'	7			70
Stone (12-18" Dia.) tons	5			50
Other: Seed & Mulch				

<b>Device: Rock Cross Vane</b>				
<b>Device#: 14</b>				
<b>Materials</b>	<b># of Devices</b>		<b>Quantity Per Device</b>	<b>Total for Devices</b>
Stone (16-24" Dia.) tons	1		10	10
Other: Seed & Mulch				

<b>Device: Sawtooth Stone Deflectors</b>				
<b>Device#: 64</b>				
<b>Materials</b>	<b># of Devices</b>		<b>Quantity Per Device</b>	<b>Total for Devices</b>
Stone (12-18" Dia.) tons	1		10	10
Other: Seed & Mulch				

<b>Device: 2 Section Modified Mudsill</b>				
<b>Device#: 20</b>				
<b>Materials</b>	<b>Quantity Per Device</b>		<b># of Devices</b>	<b>Total for all Devices</b>
Logs: 10'x 10-12" Dia.	4		1	4
Logs: 20'x 8-10" Dia.	4			4
Rebar Pins (5/8"): 2'	8			8
Rebar Pins (5/8"): 4'	8			8
Stone (12-18" Dia.) tons	10			10
Other: Seed & Mulch				

<b>Device: 6 Section Modified Mudsill</b>				
<b>Device#: 22</b>				
<b>Materials</b>	<b>Quantity Per Device</b>		<b># of Devices</b>	<b>Total for all Devices</b>
Logs: 10'x 10-12" Dia.	12		1	12
Logs: 20'x 8-10" Dia.	12			12
Rebar Pins (5/8"): 2'	24			24
Rebar Pins (5/8"): 4'	24			24
Stone (12-18" Dia.) tons	30			30
Other: Seed & Mulch				

<b>Device: Log Framed Stone Deflectors w/ Extended Sill (One Face Log)</b>				
<b>Device#: 57, 63</b>				
<b>Materials</b>	<b>Quantity Per Device</b>		<b># of Devices</b>	<b>Total for all Devices</b>
Logs: 20'x 8-10" Dia.	2		2	4
Rebar Pins (5/8"): 2'	1			2
Rebar Pins (5/8"): 4'	5			10
Stone (12-18" Dia.) tons	3			6
Other: Seed & Mulch				

<b>Device: 5 Section Modified Mudsill</b>				
<b>Device#: 19</b>				
<b>Materials</b>	<b>Quantity Per Device</b>		<b># of Devices</b>	<b>Total for all Devices</b>
Logs: 10'x 10-12" Dia.	10		1	10
Logs: 20'x 8-10" Dia.	10			10
Rebar Pins (5/8"): 2'	20			20
Rebar Pins (5/8"): 4'	20			20
Stone (12-18" Dia.) tons	25			25
Other: Seed & Mulch				

Device: Multi-Log Deflector				
Device#: 25, 26				
Materials	Quantity Per Section		# of Devices	Total for All Devices
Logs: 15'x 10-12" Dia.	3		2	6
Rebar Pins (5/8"): 2'	4			8
Rebar Pins (5/8"): 4'	6			12
Stone (12-18" Dia.) tons	5			10
N06 Geo-Fabric (SF) 6x10	60			120
2" Cap Nails (lbs)	1/8			1/4
Other: Seed & Mulch				

Materials	Total Quantity for Entire Project
Logs: 10'x 10-12" Dia.	53
Logs: 15'x 10-12" Dia.	18
Logs: 20'x 8-10" Dia.	84
Rebar Pins (5/8"): 2'	112
Rebar Pins (5/8"): 4'	286
Stone (12-18" Dia.) tons	248
Stone (16-24" Dia.) tons	28
N06 Geo-Fabric (SF) 6x270	1680
2" Cap Nails (lbs)	3

**EROSION & SEDIMENTATION CONTROL PLAN  
FOR THE CONSTRUCTION OF  
FISH ENHANCEMENT STRUCTURES**



1. Maps and Plans:  
See Attached
2. All work will be done during low-flow conditions, avoiding periods during or immediately following heavy precipitation.
3. Where practical, equipment work will be done from the stream bank, unless entry into the channel is determined necessary and appropriate by the Site Manager. This will be considered appropriate only with minimal disturbance (hard bottom, limited area of travel, etc). Other factors to be considered for in-channel work include a heavily wooded bank, riparian areas (i.e. buffers) or wetlands on or near the bank. Certain Fluvial Geomorphic (FGM) structures such as rock vanes and cross vanes may require in-stream work for efficient and optimal project construction. Equipment should be inspected to ensure that there is no leaking of lubricants, fuel, hydraulic fluids, etc.
4. Excavation of stream banks and/or stream bottom for the purpose of keying in stone and/or timbers, will be restricted to work that can be completed in one day.
5. All disturbed areas will be immediately stabilized with rock, seeding, and mulching, or other suitable material, during the one-day construction limit. Newly vegetated areas will be inspected and repaired (as needed) until grass is well established.
6. Grass seed mixtures used in stabilization will either be a shade, conservation or slope variety depending upon the site requirements. Hand broadcasting of seed will average six pounds per 1,000 sq. ft.
7. Straw or hay mulch will be placed by hand to produce a loose layer three-fourths to one inch deep. (2.5 Tons/Acre)
8. Only clean, nonpolluting materials shall be used as fill, which should be shingled or keyed into the structures for longevity. Minimum stone size should be R-4, as rated by the National Stone Association.
9. Any material excavated during the installation of the structures should be deposited in a suitable site away from areas affected by flood waters or wetlands, and stabilized within 24 hours of initial excavation.
10. All enhancement structures shall be constructed according to approved Pennsylvania Fish & Boat Commission specifications.
11. Enhancement structures shall be maintained in a safe and functional condition, including necessary debris removal by the owner.

**Blair County Erosion & Sediment Control Plan**  
**For Construction of Homes, Barns, Garages, and Similar Projects Which Will**  
**Disturb Less Than One (1) Acre. (and for use with Chapter 105 GP stream permits)**

Adopted: March 2013

**A. Project Description** Streambank Stabilization on Gillans Run

Landowner Name Kelly Ritchey Phone Number (814) 931-0409

Address 185 Leighty Lane, Duncansville, PA 16635

Municipality Allegheny Township Total Project Area 4,250 feet

Plan Preparer James Zielinski, Trout Unlimited Phone Number (570) 445-1954

Address 18 East Main Street, Suite 3, Lock Haven, PA 17745

Contractor or Earthmover \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

**B. Topographic Features**

A plan drawing or sketch must be submitted indicating the locations of the following: north arrow, proposed & existing buildings, proposed & existing roads, rivers, streams, wetlands, lakes, ponds, other water bodies, swells, depressions, wells or water sources, proposed erosion control devices & facilities, slope of land, culverts, utility lines, steep banks, sinkholes, rock outcrops, existing & proposed stormwater facilities, and other existing or proposed significant landscape features. Items identified on the plan drawing should be labeled as clearly as possible.

\* A location map must be submitted along with the plan and plan drawings. A copy of the USGS topographic map is preferred.

**C. Soils Information**

Soils information may be obtained from the Blair County Soil Survey. This survey is available for review at the Conservation District office.

Soil Symbol(s) BrB, UD, WeC

Name(s) of Soil Series Brinkerton silt loam, Udifluvents-Dystrochrepts complex, Weikert channery silt loam

Is the soil hydric or have hydric components? Yes  No

Is the erosion hazard: Low  Moderate  Severe

Has the site been disturbed previously? Yes  No

If yes to above, check all that apply: Paved  Filled  Existing Building  Other Agriculture

List other soil use limitations \_\_\_\_\_

\*Soil tests are highly recommended to determine proper soil amendments for re-vegetation.

\* Please attach a copy of the soil map with the project location indicated.

**D. Characteristics of Earth Disturbance Activity**

Past land use Stream

Present land use Agriculture and Stream

Proposed land use Stream

\*Proposed alterations (i.e. cut slopes or banks, fill areas, and other disturbed areas) must be shown on the plan drawings.

**E. Project Area Runoff**

\*Check with the local municipality to determine stormwater control requirements.

\*Up-slope water should be directed around the disturbed area using diversion ditches or diversion berms. These ditches or berms must be stabilized with seed, mulch, and/or erosion control blankets.



## F. Waters of The Commonwealth

Are there streams or rivers in or near the project area? Yes  No

If yes, Name of receiving stream Gillans Run, CWF

Are there wetlands, springs, wet areas, or swampy areas in or near the project? Yes  No

Are there lakes, ponds, reservoirs, or other water bodies in or near the project? Yes  No

Is the project located in the 100-year floodplain? Yes  No  (if yes, contact municipality)

Is the project located within the floodway? Yes  No  (if yes, a PA DEP permit is required)

\*FEMA floodway maps are available at your local municipal office and at the Conservation District office for review.

\*If yes is answered to any of the above, that item must be shown on the plan drawing.

## G. Erosion Controls

The following is a list of approved erosion control devices. Location of all erosion control devices must be shown on the plan drawing(s). Please check the devices that will be used for this project.

\*Please refer to the standard construction details (SCD) identified in the PA DEP Erosion and Sediment Pollution Control Program Manual (March 2012) for proper construction and installation of erosion controls.

\*Temporary erosion controls are required and must be installed prior to earth disturbance.

\*Interim stabilization (i.e. seed & mulch) must be implemented if the disturbed areas are to remain inactive for 4 or more days.

\*Permanent erosion controls must be implemented when the earth disturbance activity is completed.

*Please Check ALL that will apply.*

### Temporary Controls:

Silt Fence (SCD#4-7, 8, 9 or 10)

Rock Construction Entrance (SCD#3-1 or 2)

Sediment Basin (SCD #7-6)

Seed & Mulch

Waterbars/Broad-based Dip(SCD#3-5, 6 or 7)

Inlet Filter Bags (SCD#4-15 or 16)

Compost Filter Sock (SCD#4-1)

Others (please list) \_\_\_\_\_

Straw Bale Barriers (SCD#4-13)

Erosion Control Blankets (SCD#11-1)

Sediment Trap (SCD#8-1)

Rock Filters (SCD#4-14)

Rock Aprons (SCD#9,1,2 or 3)

Pumped Water Filter Bags (SCD#3-16)

### Permanent Controls:

Seed & Mulch

Pavement

Ditches or Channels

Others (please list) \_\_\_\_\_

Landscaping (other than grass)

Stone (aggregate)

Stormwater Detention

## H. Sequence of Construction

- 1) Install rock construction entrance.
- 2) Install temporary erosion control devices. Devices must be properly installed and operational before proceeding.
- 3) Site grading.
- 4) Temporary seeding & mulching of disturbed areas.
- 5) Building or project completion.
- 6) Install permanent erosion control devices (i.e. seed & mulch, stone, pavement, landscaping, etc.)
- 7) Remove temporary erosion control devices when 70% uniform vegetative cover, stone base, or pavement has been established over the entire disturbed area.

I have read and understand the above construction sequence. I plan to use this sequence for this project (**your signature**) \_\_\_\_\_ Date \_\_\_\_\_

**OR**

I do not plan to use the above construction sequence. I will use the following: (**attach your construction sequence to this sheet**).

**I. Supporting Calculations**

Attach a copy of all calculations conducted for culvert sizing, sediment basin design, sediment trap design, channel design, rock apron design, etc. If no calculations are required check here

**J. Maintenance Program**

All erosion control devices will be inspected on a weekly basis and after any precipitation event. **A written report documenting each inspection and all BMP repair, or replacement and maintenance activity must be kept at the site.** Sediment will be removed from erosion control devices when sediment has reduced the erosion control’s storage capacity by 50%. Sediment removed from the storage device will be placed in a location that is protected with erosion controls and will be seeded and mulched. Needed repairs or replacements of any erosion control device will be made within 24 hours.

I have read and understand the above maintenance program. I plan to implement the above program for this project (**your signature**)\_\_\_\_\_ Date\_\_\_\_\_

**OR**

I do not plan to use the above maintenance program. I will use the following: (**attach your maintenance program to this sheet**).

**K. Recycling & Disposal of Materials**

All excess soil and rock material will be taken to a site that has been approved by the Blair County Conservation District. This site must have appropriate erosion control devices in place. Any construction waste materials will be taken to a Department of Environmental Protection approved landfill. Where possible, construction materials will be recycled.

I have read and understand the above recycling & disposal program. I plan to implement the above program for this project. (**your signature**)\_\_\_\_\_ Date\_\_\_\_\_

**OR**

I do not plan to use the above recycling & disposal program. I will use the following:(**attach your recycling and disposal program to this sheet**).

**L. Geologic/Soil Condition**

Are there any soil conditions or naturally occurring geologic formations that have the potential to cause pollution during the project? Yes  No  Unknown

If yes please list and explain how pollution will be avoided for the project. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**M. Thermal Impacts**

What steps will be taken and what BMPs will be utilized to avoid, minimize or mitigate pollution from thermal impacts. The Permeability of the site will remain the same after construction.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**N. Other Permits**

Please list other permits or approvals need for this project GP-1  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**O. Certification**

As the landowner/developer, I certify that this erosion and sediment control plan will be implemented and maintained as described in the plan. This plan will be available at all times at the project site during the earthmoving activity and until permanent/final site stabilization has been achieved.

Land owner signature \_\_\_\_\_ Date \_\_\_\_\_

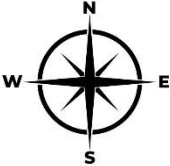
**Submit Information To:**

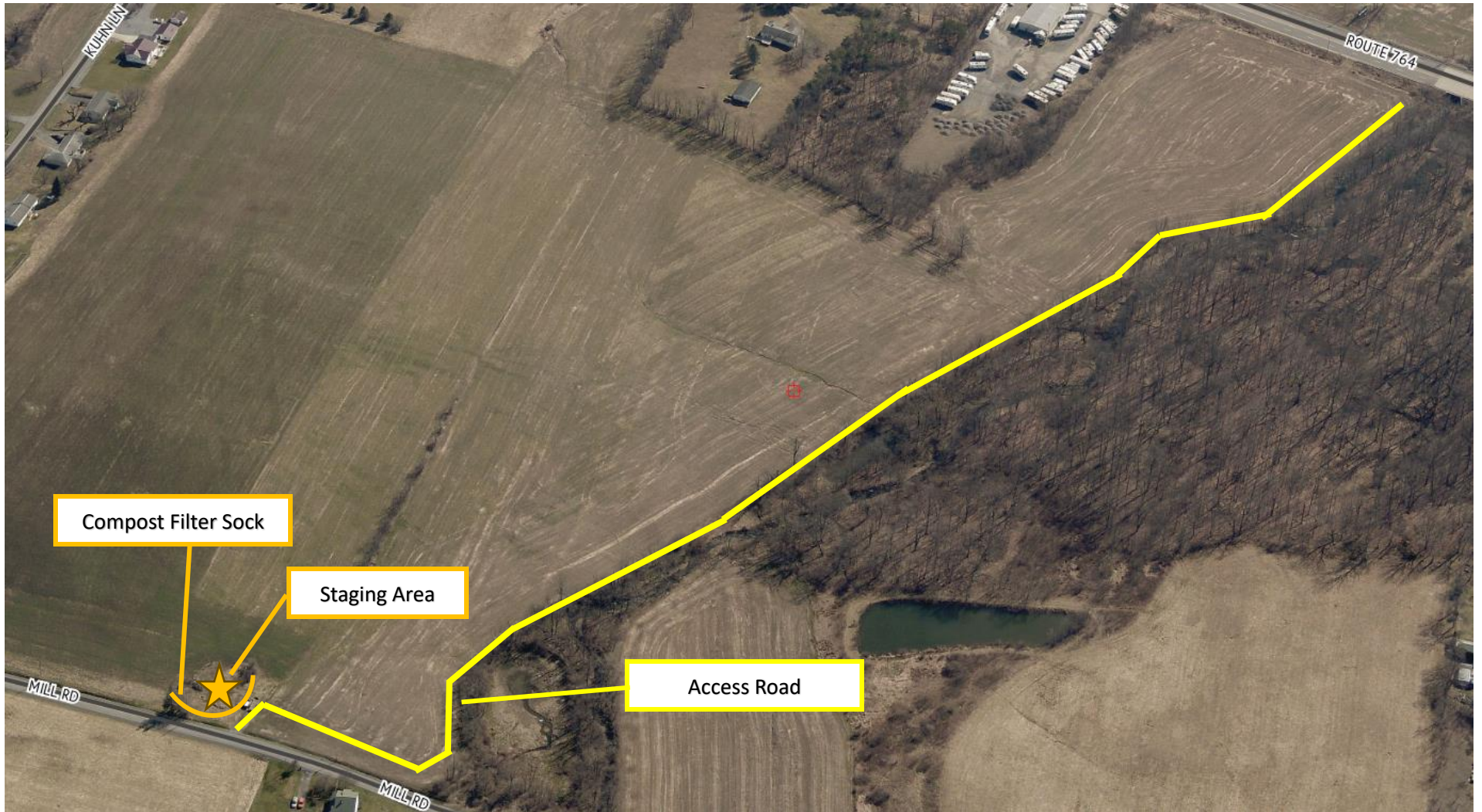
**Blair County Conservation District  
1407 Blair Street  
Hollidaysburg, PA 16648**

**Phone: (814) 696-0877 ext 5**



**Access Map and Staging Area for Work Area 1**





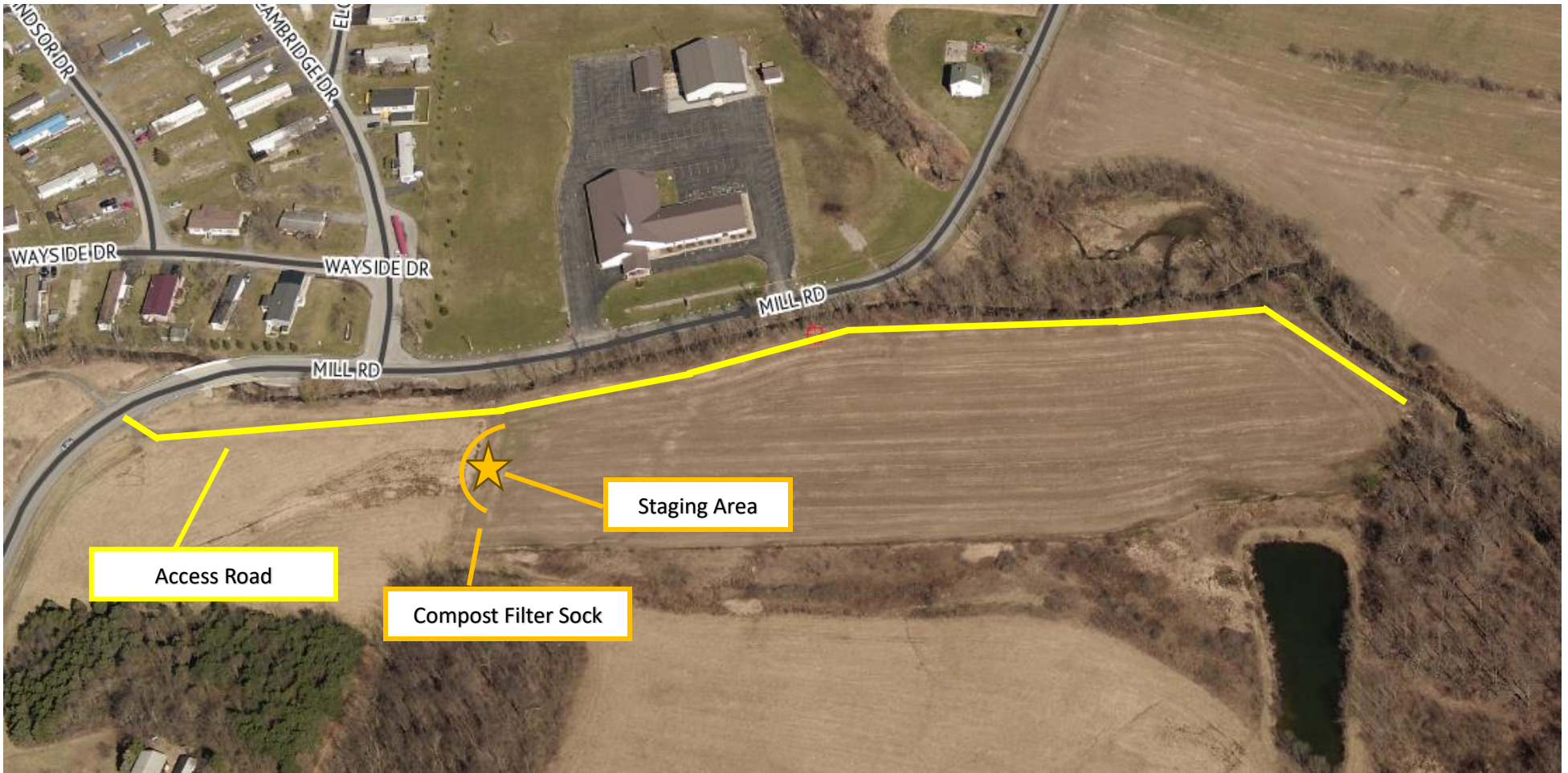
**Access Map and Staging Area for Work Area 2- Option 1 off Mill Road**



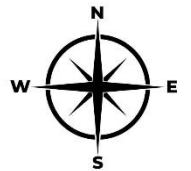


**Access Map and Staging Area for Work Area 2- Option 2 off Route 764**

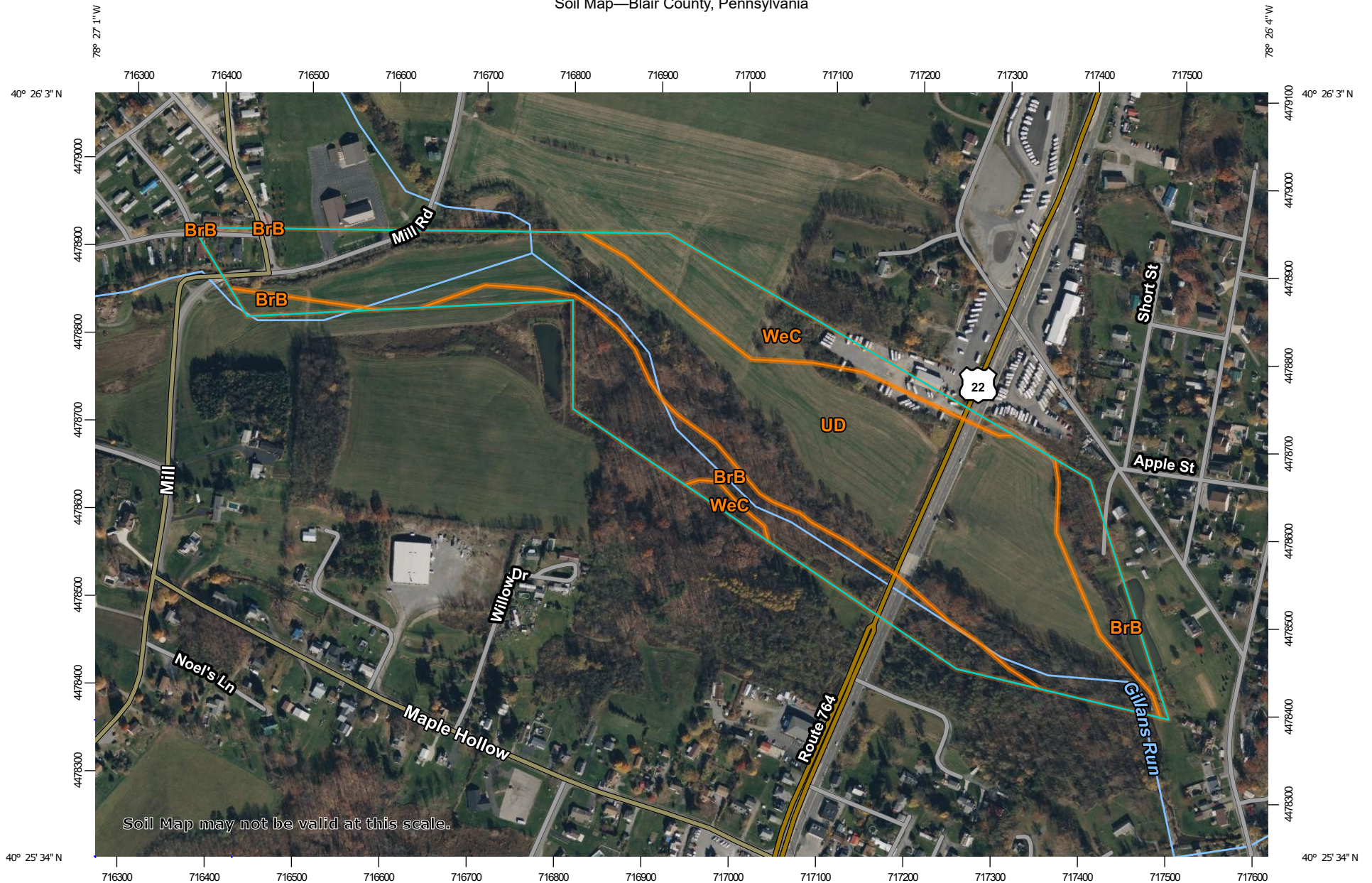




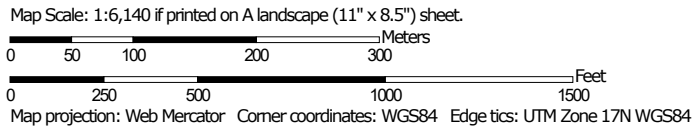
**Access Map and Staging Area for Work Area 3**



Soil Map—Blair County, Pennsylvania



Soil Map may not be valid at this scale.





## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Blair County, Pennsylvania  
 Survey Area Data: Version 19, Sep 4, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 8, 2020—Nov 9, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BrB	Brinkerton silt loam, 3 to 8 percent slopes	12.2	23.2%
UD	Udifluvents-Dystrochrepts complex	34.7	66.1%
WeC	Weikert channery silt loam, 8 to 15 percent slopes	5.6	10.7%
<b>Totals for Area of Interest</b>		<b>52.5</b>	<b>100.0%</b>

## 1. PROJECT INFORMATION

Project Name: **Ritchey Property Habitat/Stabilization Project**

Date of Review: **12/20/2023 07:45:48 AM**

Project Category: **Habitat Conservation and Restoration, In-stream habitat restoration (habitat improvement structures)**

Project Area: **13.23 acres**

County(s): **Blair**

Township/Municipality(s): **ALLEGHENY TOWNSHIP**

ZIP Code:

Quadrangle Name(s): **HOLLIDAYSBURG**

Watersheds HUC 8: **Upper Juniata**

Watersheds HUC 12: **Blair Gap Run**

Decimal Degrees: **40.430890, -78.442581**

Degrees Minutes Seconds: **40° 25' 51.2027" N, 78° 26' 33.2916" W**



## 2. SEARCH RESULTS

Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	No Known Impact	No Further Review Required
U.S. Fish and Wildlife Service	No Known Impact	No Further Review Required

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate no known impacts to threatened and endangered species and/or special concern species and resources within the project area. Therefore, based on the information you provided, no further coordination is required with the jurisdictional agencies. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

### Ritchey Property Habitat/Stabilization Project

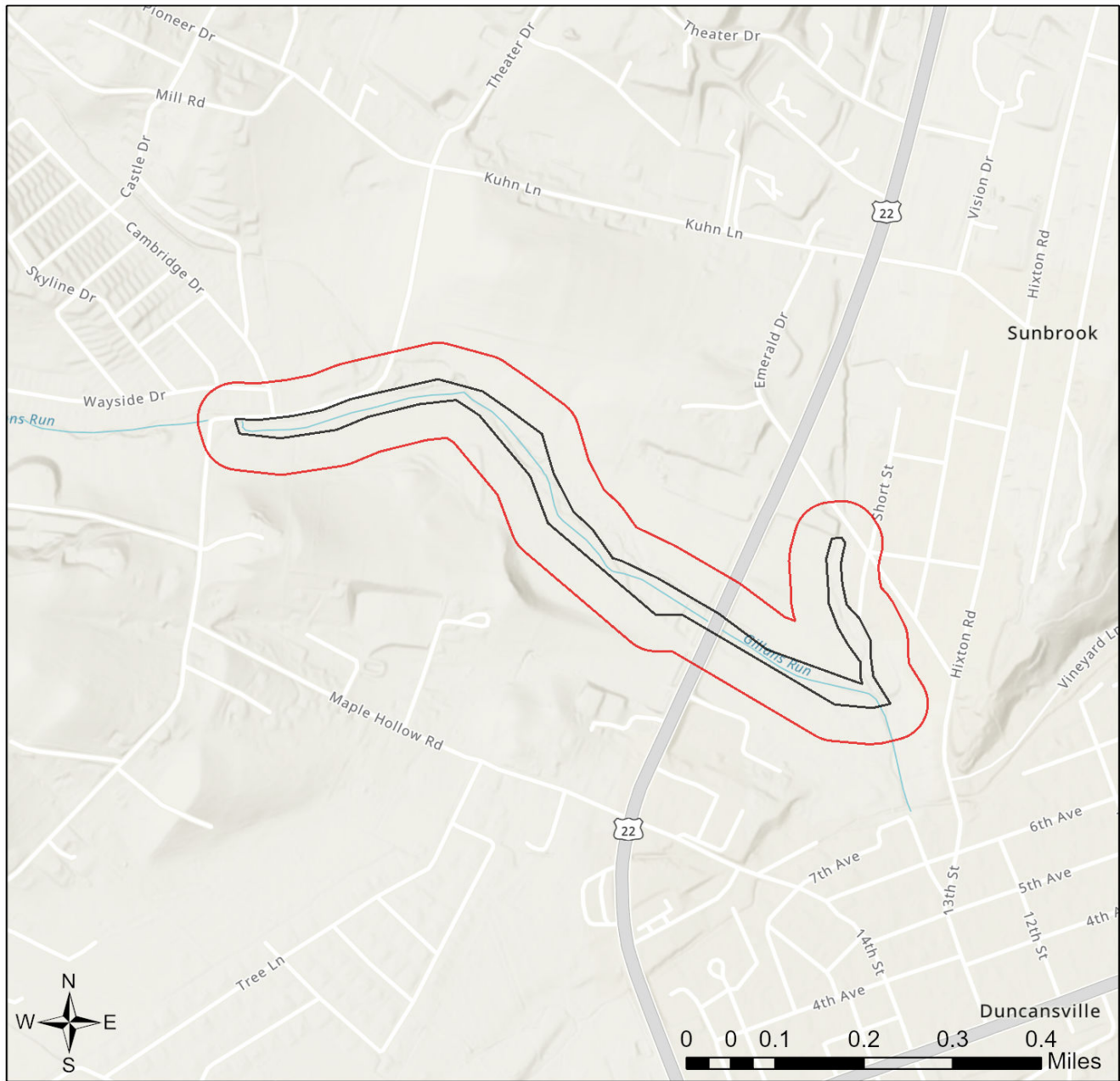




-  Buffered Project Boundary
-  Project Boundary

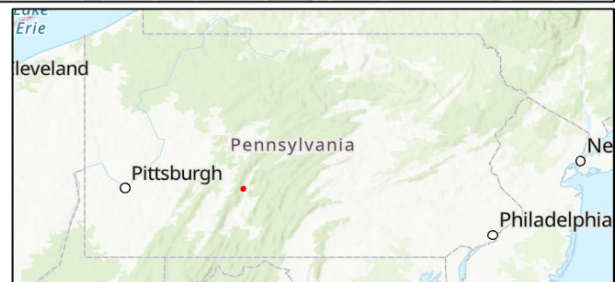


Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

### Ritchey Property Habitat/Stabilization Project



-  Buffered Project Boundary
-  Project Boundary



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

### 3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

#### PA Game Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Department of Conservation and Natural Resources

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Fish and Boat Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### U.S. Fish and Wildlife Service

##### RESPONSE:

No impacts to **federally** listed or proposed species are anticipated. Therefore, no further consultation/coordination under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq. is required. Because no take of federally listed species is anticipated, none is authorized. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

### 4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <https://conservationexplorer.dcnr.pa.gov/content/resources>.

### 5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page ([www.naturalheritage.state.pa.us](http://www.naturalheritage.state.pa.us)). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

### 6. AGENCY CONTACT INFORMATION

**PA Department of Conservation and Natural Resources**

Bureau of Forestry, Ecological Services Section  
400 Market Street, PO Box 8552  
Harrisburg, PA 17105-8552  
Email: [RA-HeritageReview@pa.gov](mailto:RA-HeritageReview@pa.gov)

**U.S. Fish and Wildlife Service**

Pennsylvania Field Office  
Endangered Species Section  
110 Radnor Rd; Suite 101  
State College, PA 16801  
Email: [JR1\\_ESPenn@fws.gov](mailto:JR1_ESPenn@fws.gov)  
NO Faxes Please

**PA Fish and Boat Commission**

Division of Environmental Services  
595 E. Rolling Ridge Dr., Bellefonte, PA 16823  
Email: [RA-FBPACENOTIFY@pa.gov](mailto:RA-FBPACENOTIFY@pa.gov)

**PA Game Commission**

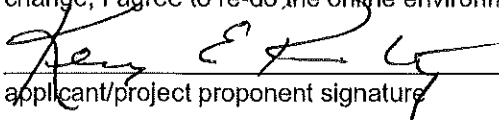
Bureau of Wildlife Management  
Division of Environmental Review  
2001 Elmerton Avenue, Harrisburg, PA 17110-9797  
Email: [RA-PGC\\_PNDI@pa.gov](mailto:RA-PGC_PNDI@pa.gov)  
NO Faxes Please

### 7. PROJECT CONTACT INFORMATION

Name: Kelly Ritchey  
Company/Business Name: \_\_\_\_\_  
Address: 185 Leighty Lane  
City, State, Zip: Duncansville, PA 16635  
Phone: (814 ) 931-0409 Fax: ( ) \_\_\_\_\_  
Email: [keritchey@hotmail.com](mailto:keritchey@hotmail.com)

### 8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.

  
applicant/project proponent signature

1-25-24  
date

**Additional Forms Required  
from  
Awarded Contractor**



**EXHIBIT A:**

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

During the term of the Contract, the Grantee (known herein as "Grantee") agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lit places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and

applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Printed Name of Vendor

Signature of Vendor

\_\_\_\_\_

\_\_\_\_\_

## ARTICLE 6 - BONDS AND INSURANCE

### 6.01 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 specified in Paragraph 15.08, 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.
- B. 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.

### 6.02 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

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.
- B. *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 and Engineer, and any individuals or entities identified in the Supplementary Conditions; 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. The Certificate of Insurance shall also specifically state that the policy cannot be cancelled except upon thirty (30) days written notice to the Owner, and the certificate shall provide that the liability coverage shall be "primary, noncontributory and not excess to the Owner's insurance coverage".
- 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 6.03 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 30 days prior written notice has been given to Owner,
  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

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/lot 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 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the Owner.
- 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 as provided in Paragraph 15.04, 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 6.05, 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.

#### 6.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, 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:

strand; hot rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.

- ii. Spain: Certain stainless steel products including stainless steel wire rod, hot-rolled stainless steel bars, and cold formed stainless steel bars; prestressed concrete steel wire strand; and certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.
- iii. South Korea: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
- iv. Argentina: Carbon steel wire rod and cold-rolled carbon steel sheet.

## 8.08 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 by Article 6 of the General Conditions shall provide coverages for not less than the following amounts or greater where required by law and the coverages under Article 6 shall be as follows:

1. Workers compensation, etc. under Article 6 of the General Conditions:
  - a. \$100,000 Each Accident,
  - b. \$100,000 Each Employee
  - c. \$500,000 Policy Limit.
2. Comprehensive general liability under Article 6 of the General Conditions (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 under Article 6 of the General Conditions (Any Auto, Hired Autos and Non-Owned Autos boxes to be checked):
  - a. 1,000,000 Combined Single Limit (each accident)
4. Umbrella or excess liability under Article 6 of the General Conditions (Umbrella Liability and Occur Box to be checked):
  - a. \$5,000,000 Each Occurrence
5. Blair County Conservation District shall be an additional insured.
6. Additional liability coverage for Owner and Engineer will be provided by endorsement as additional insurers on contractor's general liability policy.
7. The certificate of insurance must provide the above limits and coverage and the following language "Coverage shall be primary, noncontributory and not excess

to the Additional Insured's insurance coverage". The insurance company will be required to give at least 30-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, i.e: 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.

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) 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) 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, which consent shall be in the sole discretion 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 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 5.1, 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 5.2, or if the Owner consents to Surety and Contractor proceeding under Paragraph 5.1, 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. In all cases, 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. The parties irrevocably agree that jurisdiction and venue with respect to any action arising from this Performance Bond shall be solely in the Court of Common Pleas of Blair County, Pennsylvania, and each party waives all objections to personal jurisdiction and venue. **THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY, AND AGREE AND CONSENT TO A TRIAL BY COURT.** The parties agree that the provisions of this Bond shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.

12. Owner shall also be entitled to judgment in the amount of its reasonable attorney's fees and court costs in the event legal action is necessary to enforce payment under this Performance Bond.

13. 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;

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. Definitions

15.1 **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.

15.2 **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.

15.3 **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.

15.4 **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.

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

END OF SECTION

SECTION 00575

### CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: \_\_\_\_\_ Owner's Contract No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_ Contract Name: \_\_\_\_\_

This final Certificate of Substantial Completion applies to:

- All Work  The following specified portions of the Work:

\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract. A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:  None  As follows

Amendments to Contractor's responsibilities:  None  As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

\_\_\_\_\_  
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: _____	By: _____	By: _____	By: _____
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	
Date: _____	Date: _____	Date: _____	

BND OF SECTION

SECTION 00545

**CHANGE ORDER**

Change Order No. \_\_\_\_\_

Date of Issuance:  
Owner:  
Contractor:  
Engineer:  
Project:

Effective Date:  
Owner's Contract No.:  
Contractor's Project No.:  
Engineer's Project No.:  
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

**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**

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

**ARTICLE 3 – PROJECT ADVISOR**

3.01 The part of the Project that pertains to the Work has been designed by Trout Unlimited – Pennsylvania Coldwater Habitat Restoration Program.

3.02 The Project Funder has assigned Trout Unlimited (“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.<sup>00</sup> 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.<sup>00</sup> 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. Other bonds - None
  - 6. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: Ritchey Stabilization Project
  - 7. Exhibits to this Agreement (enumerated as follows):
    - a. Nondiscrimination/Sexual Harassment Clause (Exhibit A)
    - b. Contractor's Bid (Exhibit B).
  - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice 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

## **Prevailing Wage Rates**

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

Project Name:	Ritchey Property Streambank Stabilization Project
Awarding Agency:	Blair County Conservation District
Contract Award Date:	3/18/2024
Serial Number:	24-00985
Project Classification:	Heavy/Highway
Determination Date:	2/1/2024
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**

<b>Project: 24-00985 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Asbestos & Insulation Workers	8/1/2022		\$39.55	\$28.51	\$68.06
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2022		\$34.14	\$22.38	\$56.52
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	1/1/2025		\$43.38	\$22.72	\$66.10
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	6/1/2024		\$33.97	\$18.95	\$52.92
Cement Masons	1/1/2023		\$30.24	\$19.20	\$49.44
Cement Masons	1/1/2024		\$31.22	\$20.22	\$51.44
Drywall Finisher	6/1/2023		\$32.39	\$23.75	\$56.14
Drywall Finisher	6/1/2024		\$34.01	\$24.88	\$58.89
Electricians & Telecommunications Installation Technician	12/26/2022		\$48.31	\$29.29	\$77.60
Electricians & Telecommunications Installation Technician	12/22/2023		\$48.61	\$31.80	\$80.41
Electricians & Telecommunications Installation Technician	12/27/2024		\$51.76	\$31.80	\$83.56
Electricians & Telecommunications Installation Technician	12/26/2025		\$55.06	\$31.80	\$86.86
Elevator Constructor	1/1/2023		\$56.14	\$42.83	\$98.97
Elevator Constructor	1/1/2024		\$58.55	\$43.87	\$102.42
Glazier	9/1/2022		\$24.90	\$24.45	\$49.35
Glazier	9/1/2023		\$25.40	\$25.70	\$51.10
Iron Workers	6/1/2022		\$31.79	\$32.31	\$64.10
Iron Workers	6/1/2023		\$32.29	\$32.85	\$65.14
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 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 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 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
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)	1/1/2025		\$25.79	\$18.78	\$44.57
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)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65

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

<b>Project: 24-00985 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
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)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
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)	7/1/2024		\$32.87	\$21.42	\$54.29
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)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
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 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
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
Painters Class 6 (see notes)	6/1/2022		\$29.50	\$22.82	\$52.32
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)	6/1/2025		\$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)	1/1/2024		\$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)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2022		\$29.95	\$13.61	\$43.56
Plasterers	6/1/2023		\$32.14	\$20.54	\$52.68
Plumbers and Steamfitters	6/1/2023		\$38.57	\$26.26	\$64.83
Pointers, Caulkers, Cleaners	12/1/2022		\$35.47	\$20.88	\$56.35



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

<b>Project: 24-00985 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Roofers	6/1/2022		\$36.04	\$19.13	\$55.17
Roofers	6/1/2023		\$37.00	\$19.92	\$56.92
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
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
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	12/1/2022		\$36.13	\$18.03	\$54.16
Terrazzo Mechanics	12/1/2022		\$35.49	\$20.32	\$55.81
Tile Finisher	12/1/2022		\$28.76	\$17.34	\$46.10
Tile Setter	12/1/2022		\$35.64	\$21.81	\$57.45
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)	1/1/2025		\$36.43	\$23.21	\$59.64
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)	1/1/2024		\$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)	1/1/2026		\$38.39	\$24.02	\$62.41
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

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

<b>Project: 24-00985 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
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	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/30/2022		\$51.42	\$28.85	\$80.27
Electric Lineman	5/29/2023		\$52.56	\$29.99	\$82.55
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2022		\$31.79	\$32.31	\$64.10
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2023		\$32.29	\$32.85	\$65.14
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)	1/1/2025		\$33.70	\$26.00	\$59.70
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)	1/1/2024		\$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)	1/1/2026		\$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)	1/1/2024		\$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)	1/1/2026		\$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)	1/1/2024		\$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)	1/1/2026		\$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)	1/1/2024		\$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)	1/1/2026		\$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)	1/1/2024		\$30.45	\$25.50	\$55.95

**BUREAU OF LABOR LAW COMPLIANCE  
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<b>Project: 24-00985 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
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 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)	1/1/2025		\$34.70	\$26.00	\$60.70
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)	1/1/2024		\$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)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2023		\$45.50	\$23.72	\$69.22
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
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)	1/1/2024		\$38.59	\$24.03	\$62.62
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
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)	1/1/2025		\$40.13	\$24.23	\$64.36
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)	1/1/2025		\$36.48	\$24.23	\$60.71
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)	1/1/2025		\$36.02	\$24.23	\$60.25
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)	1/1/2025		\$35.77	\$24.23	\$60.00
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	1/1/2025		\$43.39	\$24.23	\$67.62
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	1/1/2025		\$42.39	\$24.23	\$66.62
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)	6/1/2023		\$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)	6/1/2025		\$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)	6/1/2023		\$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)	6/1/2025		\$43.69	\$25.81	\$69.50
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26

**BUREAU OF LABOR LAW COMPLIANCE  
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<b>Project: 24-00985 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
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)	1/1/2024		\$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)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
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
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)	1/1/2025		\$36.43	\$23.21	\$59.64
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)	1/1/2024		\$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)	1/1/2026		\$38.39	\$24.02	\$62.41
Truckdriver class 3 (see notes)	1/1/2019		\$29.59	\$19.82	\$49.41