

**Announcement - Invitation to Bid**  
**Streambank Stabilization Construction Project**  
**Castel/Diehl Properties – Blue Knob Run**

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

**1. Castel and Diehl Properties: 1410 Knob Run Road Duncansville, PA 16635**

**Site Showing:**

A **mandatory** site showing will be conducted on **July 31, 2025** at 1410 Knob Run Road Duncansville, PA 16635

**Work Performance Timeframe:**

Work may begin on **August 19, 2025** upon the execution of the agreement and when stream conditions are at low flow and approved by BCCD staff. The work at this site must be completed by **October 1, 2025**.

**Brief description of work includes:**

This project aims to restore an eroded streambank by addressing stream alignment issues and installing multiple in-stream structures to enhance stability and habitat. The restoration plan includes log vanes, a rock cross vane, a modified muddill, and a series of rock steps, which will work together to reinforce the streambanks while improving fish habitat.

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**Included in this bid package:**

- 1- Proposal Submittal Details
- 2- Bid Opening Details
- 3- General Requirements
- 4- Contractor Bid Submittal Checklist
- 5- Bid Schedule
- 6- Description of Work
- 7- PADEP Waiver of Permit Letter and Erosion/Sedimentation Plan Approval Letter
- 8- Pennsylvania Prevailing Wage Compliance
- 9- Prevailing Wage Determination (printed 7/18/25)
  - a. Determination Project Serial Number is 25-07119.  
To view the full determination, visit:  
<https://www.dlsecureweb.pa.gov/PrevWage/Pages/Project.aspx?ID=196766&PageType=>  
Contractors are responsible for reviewing the rates and keeping a hard copy for their records.
- 10- Additional Forms Required from Awarded Contractor (for review)
  - a. Non-Discrimination/Sexual Harassment Clause
  - b. Bonds/Insurance Information
  - c. Payment Bond form
  - d. Performance Bond form
  - e. Contract form
  - f. Change order form (for approved scope of work changes)

**Design for the Castel-Diehl Properties**

- a. Erosion Sedimentation Plan
- b. Blue Knob Run Stream Restoration Project Design Drawings (12/15/2024)

### Proposal Submittal Details

#### **Proposal Requirements:**

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

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

Contractors may call Beth Futrick at 814-696-0877 ext. 5 with questions related to the bid package, project scope, or site conditions. All questions and responses that affect the scope of work or bidding process will be documented and issued as an Addendum to all known potential bidders via email.

To ensure fairness, the deadline for pre-bid questions (phone or email) is August 13, 2025 at 3:00 PM.

#### **Evaluation and Selection:**

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

#### **Submittal of Proposal:**

Proposals will be received by Hand Delivered or Mailed to the address below:

#### **Bids Submitted to:**

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

Bids must be in a sealed envelope with ATTN: 2025 Blue Knob Run Streambank Project – BID written on the envelope. Include the original **plus three copies** and deliver before **2:30 PM on August 18, 2025**. Delivery of the bid package must be received prior to this time, or the package is invalidated.

### Bid Opening Details

The Bid Opening will take place at the Blair Conservation District office located at 1407 Blair Street Hollidaysburg, PA at **3:00 PM on August 18, 2025**.

The Blair Conservation District Board will review all bids at its meeting on August 18, 2025 at 7:30 PM, held at 1407 Blair St., Hollidaysburg, PA. The Board will approve the contract award at that time. The Board reserves the right to accept or reject any or all bids in the best interest of the project.

### General Requirements

1. **CONTRACTOR'S REPRESENTATIONS:** The contractor, by making a Bid, represents that (a) the contractor has read and understands the proposal documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, or services specified.
2. **SUBMISSION OF PROPOSALS:** The bid and other documents required to be submitted with the proposal shall be received via Hand Delivered or Mailed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the proposals and shall be identified as a "Sealed Proposal". Proposals shall be delivered and deposited at the designated location prior to the time and date for receipt of proposals. Proposals received after the time and the date for the proposal opening will be returned unopened. The contractor 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 contractor and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.
4. **OPENING OF PROPOSALS:** Bids shall be opened by BCCD shortly after the time and date proposals are due.
5. **REJECTION OF PROPOSALS:** BCCD shall have the right to reject any and all bids, in whole or part; and to reject proposals not accompanied by data required by the bid documents; or to reject a bid, which is in any way incomplete or irregular.
6. **ACCEPTANCE OF PROPOSAL (AWARD):** It is the intent of BCCD to award a contract to the contractor who can demonstrate the necessary experience to complete the scope of work. BCCD shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which in the BCCD's judgment, is in the BCCD's own interests.



7. TAX EXEMPTION: The Blair County Conservation District is exempt from federal and state taxes and will not pay or reimburse such taxes.

8. PREVAILING WAGE:

Successful bidders for this Project will be required to comply with the PA Department of Labor and Industry, Prevailing Minimum Wage (Act422 of 1961, P.L.987 amended).

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

10. INSURANCE: Before the issuance of a contract, and before commencing any Work, the Contractor 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 canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation. The Blair County Conservation District must be listed as an "Additional Insured" on all policies.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: Contractor 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 the award; however, proposals may be accepted without such discussions or interviews. In the event that mutually acceptable terms cannot be reached within a reasonable period of time, BCCD reserves the right to undertake negotiations with the next most advantageous contractor 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 contractor.

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

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

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

## Contractor Bid Submittal Checklist

Project: Castel/Diehl Streambank Stabilization – Blue Knob Run

Submitted to: Blair County Conservation District

Due Date: August 19, 2025 at 2:30PM

Please ensure your bid package includes the following items. Incomplete or unsigned bids may be disqualified.

	Required Item
<input type="checkbox"/>	Original signed bid proposal
<input type="checkbox"/>	Three (3) additional printed copies of the proposal
<input type="checkbox"/>	Company overview and qualifications
<input type="checkbox"/>	Statement of related project experience
<input type="checkbox"/>	Three (3) references for similar work completed within the last 5 years
<input type="checkbox"/>	Completed Bid Schedule (including company name, date, contact info, Tax ID, and signature)
<input type="checkbox"/>	Sealed envelope labeled: ATTN: 2025 Blue Knob Run Streambank Project – BID
<input type="checkbox"/>	Submitted by hand or mailed to: Blair County Conservation District 1407 Blair Street Hollidaysburg, PA 16648

**Reminder: Incomplete or unsigned proposals may be deemed non-responsive and disqualified from consideration.**

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

Castel/Diehl Properties- Blue Knob Run  
Streambank Stabilization Project

**BID SCHEDULE**

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>AMT</i>	<i>EST. COST PER UNIT</i>	<i>TOTAL ESTIMATED COST</i>
1. Mobilization	Includes all necessary costs associated with mobilizing and demobilizing equipment to and from site.	LS	1		
2. Streambed Excavation	Includes all necessary labor and equipment to excavate the streambed to the elevations as shown on the plans, in the specified reaches	LS	1		
3. Modified Mudsill	Includes all necessary costs associated with constructing the Mudsill.	LF	78		
4. Log Vane	Includes all labor and equipment necessary to construct the Log Vane structure as specified.	EA	7		
5. Streambank Re-grading	Includes all necessary labor and equipment to move, position and stabilize the dirt and rock fill for the realignment section and the general streambank/streambed grading/excavation to create new floodplain dimensions as shown, including stream relocation by the garage, and stabilize the work area.	LS	1		
6. Rock Cross Vane	Includes all labor and material necessary to construct the rock cross vane.	EA	1		
7. Rock Step	Includes all labor and material necessary to construct the rock steps.	EA	5		
8. Floodplain Excavation	Includes all necessary labor and equipment to excavate material to create a new floodplain to the limits shown on the plans.	Cu Yd	1,180		
9. Removal of Floodplain Material	Excavate and remove soil, sediment/ materials from the floodplain restoration area. Transport and properly dispose of excavated materials to an off-site location.	Cu Yd	1,180		
10. Erosion Control and Seeding	Includes all labor, material and equipment necessary to seed the bank and all disturbed areas for the effective control of potential erosion.	AC	0.5		
11. Erosion Control	Includes labor, material and equipment to control erosion onsite as deemed necessary and as specified by the Erosion and Sedimentation Control Plan.	LS	1		
SUBTOTAL=					



## 1 Description of Work for Streambank Stabilization for Castel/Diehl Properties

The Blair County Conservation District (BCCD) is seeking full project bids from qualified contractors for streambank stabilization construction at the Castel/Diehl Property. This bid package includes the project design, prepared by BluAcres LLC. In lieu of a permit, a waiver application has been submitted to PADEP and is pending final approval. Construction cannot commence until PADEP grants the waiver.

Project Location: 1410 Knob Run Road  
Duncansville, PA 16648  
Juniata Township, Blair County  
Lat/Long: 40.3670054, -78.5097188 W

- Erosion and Sediment Pollution Control Plan. The project's Erosion and Sediment Pollution Control Plan is included in the design and attached to this bid package. The contractor is responsible for implementing and maintaining all required controls, as well as any additional measures needed to minimize sedimentation.
- PA One Call Notification. The contractor must submit a PA One Call notification at least three (3) but no more than ten (10) business days before starting excavation.
- Prevailing Wage Requirements: This project is funded by the Pennsylvania Department of Environmental Protection (PADEP) through the state-funded Growing Greener Grant program. The scope of this project meets the threshold for Pennsylvania's prevailing wage requirements under the Pennsylvania Prevailing Wage Act. As such, the Contractor must comply with all applicable wage and labor provisions and compensate workers according to the prevailing wage rates established by the Pennsylvania Department of Labor & Industry.
- Stream Bank Stabilization improvements will Include:
  - Reconstructed stabilized bank approx. 380 feet
  - Seven (7) Log Vanes – using 12-foot-long hemlock log.
  - One Cross Vane
  - Five (5) Rock Steps
  - Modified Mud Sill Cribbing approx. 78 feet
  - Floodplain regrading for entire length of the project

### Work Performance Timeframe:

Work may begin on **August 19, 2025** upon the execution of the agreement and when stream conditions are at Low Flow. The work at this site must be completed **October 1, 2025**.

### Site Showing:

A **mandatory** site showing will be conducted on **July 31, 2025 at 9:00AM** at 1410 Knob Run Rd Duncansville, PA





Pennsylvania  
Department of  
Environmental Protection

June 23, 2025

David Castel  
500 Hershberger Street  
Martinsburg, PA 16662

Re: Environmental Assessment  
Blue Knob Run Natural Channel Stabilization Project  
DEP File No. EA0703224-003  
APS No. ID No. 1119323  
Juniata Township, Blair County

Dear David Castel:

We have reviewed the Environmental Assessment form you submitted to our office, dated August 9, 2024, January 24, 2025, March 11, 2025, and May 13, 2025. The information submitted relates to 1) installing and maintaining seven log vanes, one cross rock vane, one modified mudsill, and five rock steps within and along Blue Knob Run (CWF, MF); 2) relocating and maintaining 250 linear feet of Blue Knob Run; and 3) planting and maintaining a riparian buffer along Blue Knob Run, resulting in a total of 825 linear feet (0.03 acre) of permanent stream impact; all for the purpose of completing a natural channel stabilization project to reduce sedimentation and improve water quality within the Juniata River Watershed. The project is located near the intersection of Knob Run Road and Burkett Hollow Road, approximately six miles from East Freedom, Juniata Township, Blair County (from Latitude: 40.366694, Longitude: -78.510753 to Latitude: 40.367750, Longitude: -78.508411).

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

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

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

The following conditions are included as part of this authorization:

1. Since this stream is a wild trout stream, no work shall be done in the stream channel between October 1 and December 31 without the prior written approval of the Pennsylvania Fish and Boat Commission's Division of Environmental Services, 595 East Rolling Ridge Drive, Bellefonte, PA 16823-9685; telephone 814. 359.5147.
2. Project construction shall take place when the stream is at normal low flow.
3. Within 30 days of completing construction of the stream project, "as-built" plans and color photographs depicting the completed stream project shall be submitted to the DEP Southcentral Regional Office, Dam Safety Waterways and Wetland Section.
4. The stream project shall be performed and/or supervised by an environmental professional with documented success in stream restoration projects, and in accordance with the DEP approved plans and application materials. The environmental professional shall be present at the site 1) a minimum of three days per week during construction, 2) during all critical stages to supervise and monitor the project including the placement and installation of in-stream habitat features, rock steps, and floodplain microtopography features and 3) periodically during final inspection and stabilization. The responsible party shall notify the DEP Southcentral Regional Office, Dam Safety Waterways and Wetlands Section, of who will perform the oversight/work 10 days prior to the commencement of the approved stream work.
5. The stream project shall be monitored for at least 5 years. Reports shall be submitted to DEP every six months for the first two years after construction and annually for three years thereafter. The reports shall contain information in accordance with the monitoring and maintenance plan included in the application and shall describe the success of the site at the time of inspection, stability of stream channel, floodplain benches, in-stream structures, streambanks, and rock steps; a minimum of five surveyed stream and floodplain cross sections, one surveyed profile of the stream channel, photographs of the stream, floodplain, and riparian area with plans showing location and orientation of the photographs, and a written plan to correct any deficiencies identified during the monitoring.

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

This Environmental Assessment approval is not an endorsement of the applicant's intention to utilize the project for MS4 credit. The applicability of MS4 credit will be determined by DEP's Clean Water Program.

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



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

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

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

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

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

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

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

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

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

David Castel

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June 23, 2025

If you have any questions, please contact Kathleen Kolos at 717.705.4996 or [kkolos@pa.gov](mailto:kkolos@pa.gov).

Sincerely,

**Scott R.**

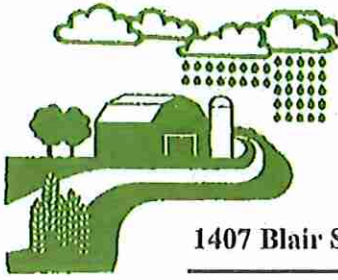
**Williamson**

Digitally signed by  
Scott R. Williamson  
Date: 2025.06.23  
15:41:08 -04'00'

Scott R. Williamson  
Program Manager  
Waterways & Wetlands Program

cc: U.S. Army Corps of Engineers, Marion Gall  
PA Fish & Boat Commission, Clayton Good  
Blair County Conservation District





# BLAIR COUNTY CONSERVATION DISTRICT

[www.blairconservationdistrict.org](http://www.blairconservationdistrict.org)

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



January 23, 2025

David Castel  
1410 Knob Run Road  
Duncansville, PA 16635

RE: Erosion & Sedimentation Control Plan Approval  
Blue Knob Run  
Juniata Township  
Blair County, Pennsylvania

Dear Mr. Castel:

The Blair County Conservation District has reviewed the above referenced project with regard to erosion and sediment pollution control measures. The plan, with final copies received January 10, 2025, was found adequate to control accelerated erosion caused during the construction of Blue Knob Run, if implemented as planned.

Nicole Matish, Resource Conservation Technician, completed a technical review of this plan on January 23, 2025. **This approval is valid for two (2) years – a SINGLE 1 year extension may be granted provided that a written request for extension is received at the Conservation District Office 30 days prior to expiration, along with a \$50.00 administrative fee.** Any changes or modifications to the approved erosion and sediment control plan would require re-submittal of the plan.

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

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



- Resource Conservation Since 1966 -



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

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

Sincerely,

A handwritten signature in black ink that reads "Nicole Matish". The signature is written in a cursive, flowing style.

Nicole Matish  
Resource Conservation Technician

Copy sent to:

BCCD File  
Juniata Township  
BluAcres, LLC

## Pennsylvania Prevailing Wage Compliance

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

### 1. Prevailing Wage Determination

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

### 2. Certified Payroll Requirements

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

### 3. Compliance and Penalties

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

### 4. Additional Resources

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

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

## Prevailing Wage Rates



## BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	Castel-Diehl Stream Restoration Project
General Description:	This project aims to restore an eroded streambank by addressing stream alignment issues and installing multiple in-stream structures to enhance stability and habitat. The restoration plan includes log vanes, a rock cross vane, a modified mudsill, and a series of rock steps, which will work together to reinforce the streambanks while improving fish habitat.
Project Locality	Juniata Township Blair County
Awarding Agency:	Blair Conservation District
Contract Award Date:	8/15/2025
Serial Number:	25-07119
Project Classification:	Heavy/Highway
Determination Date:	7/18/2025
Assigned Field Office:	Altoona
Field Office Phone Number:	(814)940-6224
Toll Free Phone Number:	
Project County:	Blair County

# BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 25-07119 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2024		\$41.55	\$29.51	\$71.06
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2024		\$38.14	\$23.03	\$61.17
Bricklayer	6/1/2025		\$38.65	\$23.52	\$62.17
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	6/1/2024		\$33.72	\$19.20	\$52.92
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		\$34.76	\$20.91	\$55.67
Cement Masons	1/1/2025		\$31.97	\$21.47	\$53.44
Cement Masons	1/1/2026		\$32.97	\$22.47	\$55.44
Drywall Finisher	6/1/2023		\$32.39	\$23.75	\$56.14
Drywall Finisher	1/1/2025		\$34.01	\$24.63	\$58.64
Drywall Finisher	6/1/2025		\$35.16	\$25.98	\$61.14
Electricians & Telecommunications Installation Technician	12/27/2024		\$50.86	\$32.69	\$83.55
Electricians & Telecommunications Installation Technician	12/26/2025		\$54.16	\$32.69	\$86.85
Elevator Constructor	1/1/2024		\$58.55	\$43.87	\$102.42
Elevator Constructor	1/1/2025		\$61.07	\$40.05	\$101.12
Glazier	9/1/2024		\$26.00	\$26.95	\$52.95
Iron Workers	6/1/2024		\$32.99	\$34.30	\$67.29
Iron Workers	6/1/2025		\$34.76	\$34.73	\$69.49
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 01 - See notes)	1/1/2025		\$28.31	\$17.82	\$46.13
Laborers (Class 01 - See notes)	1/1/2026		\$29.31	\$18.82	\$48.13
Laborers (Class 01 - See notes)	1/1/2027		\$30.31	\$19.82	\$50.13
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 02 - See notes)	1/1/2025		\$30.66	\$17.82	\$48.48
Laborers (Class 02 - See notes)	1/1/2026		\$31.66	\$18.82	\$50.48
Laborers (Class 02 - See notes)	1/1/2027		\$32.66	\$19.82	\$52.48
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 03 - See notes)	1/1/2025		\$31.56	\$17.82	\$49.38
Laborers (Class 03 - See notes)	1/1/2026		\$32.56	\$18.82	\$51.38
Laborers (Class 03 - See notes)	1/1/2027		\$33.56	\$19.82	\$53.38
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Laborers (Class 04 - See notes)	1/1/2025		\$27.31	\$17.82	\$45.13
Laborers (Class 04 - See notes)	1/1/2026		\$28.31	\$18.82	\$47.13
Laborers (Class 04 - See notes)	1/1/2027		\$29.31	\$19.82	\$49.13
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57



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

<b>Project: 25-07119 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
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	1/1/2025		\$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)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 01 - see notes)	7/1/2025		\$37.97	\$21.82	\$59.79
Operators (Class 01 - see notes)	7/1/2026		\$39.12	\$22.17	\$61.29
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 02 -see notes)	7/1/2025		\$33.35	\$21.82	\$55.17
Operators (Class 02 -see notes)	7/1/2026		\$34.50	\$22.17	\$56.67
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 03 - See notes)	7/1/2025		\$30.80	\$21.82	\$52.62
Operators (Class 03 - See notes)	7/1/2026		\$31.95	\$22.17	\$54.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2025		\$30.40	\$21.82	\$52.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2026		\$31.55	\$22.17	\$53.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2025		\$29.40	\$21.82	\$51.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2026		\$30.55	\$22.17	\$52.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2025		\$28.95	\$21.82	\$50.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2026		\$30.10	\$22.17	\$52.27
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)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2024		\$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	6/1/2024		\$33.14	\$21.04	\$54.18
Plumbers and Steamfitters	6/1/2024		\$40.02	\$27.01	\$67.03
Plumbers and Steamfitters	6/1/2025		\$41.47	\$27.71	\$69.18

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

Project: 25-07119 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Plumbers and Steamfitters	6/1/2026		\$42.92	\$28.45	\$71.37
Pointers, Caulkers, Cleaners	12/1/2024		\$39.69	\$21.61	\$61.30
Pointers, Caulkers, Cleaners	6/1/2025		\$40.66	\$21.99	\$62.65
Roofers	6/2/2024		\$38.00	\$20.67	\$58.67
Roofers	6/1/2025		\$39.91	\$20.76	\$60.67
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sheet Metal Workers	6/1/2025		\$45.02	\$44.71	\$89.73
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Sprinklerfitters	4/1/2025		\$49.75	\$29.21	\$78.96
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	12/1/2024		\$41.04	\$18.72	\$59.76
Terrazzo Finisher	6/1/2025		\$41.73	\$19.03	\$60.76
Terrazzo Mechanics	12/1/2024		\$40.39	\$21.02	\$61.41
Terrazzo Mechanics	6/1/2025		\$41.13	\$21.28	\$62.41
Tile Finisher	12/1/2024		\$32.51	\$17.99	\$50.50
Tile Finisher	6/1/2025		\$33.24	\$18.36	\$51.60
Tile Setter	12/1/2024		\$39.41	\$22.44	\$61.85
Tile Setter	6/1/2025		\$40.15	\$22.80	\$62.95
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)	1/1/2024		\$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
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63



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

Project: 25-07119 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
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	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
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	6/3/2024		\$53.97	\$31.05	\$85.02
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2024		\$32.99	\$34.30	\$67.29
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		\$34.76	\$34.73	\$69.49
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)	1/1/2024		\$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)	1/1/2024		\$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)	1/1/2024		\$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)	1/1/2024		\$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)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
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)	1/1/2024		\$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 01 - see notes)	1/1/2026		\$41.96	\$24.66	\$66.62



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

Project: 25-07119 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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 02 -see notes)	1/1/2026		\$41.70	\$24.66	\$66.36
Operators (Class 03 - See notes)	1/1/2023		\$32.88	\$23.58	\$56.46
Operators (Class 03 - See notes)	1/1/2024		\$34.68	\$24.03	\$58.71
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 03 - See notes)	1/1/2026		\$38.05	\$24.66	\$62.71
Operators (Class 04 - See notes)	1/1/2023		\$32.42	\$23.58	\$56.00
Operators (Class 04 - See notes)	1/1/2024		\$34.22	\$24.03	\$58.25
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 04 - See notes)	1/1/2026		\$37.59	\$24.66	\$62.25
Operators (Class 05 - See notes)	1/1/2023		\$32.17	\$23.58	\$55.75
Operators (Class 05 - See notes)	1/1/2024		\$33.97	\$24.03	\$58.00
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators (Class 05 - See notes)	1/1/2026		\$37.34	\$24.66	\$62.00
Operators Class 1-A	1/1/2023		\$39.79	\$23.58	\$63.37
Operators Class 1-A	1/1/2024		\$41.59	\$24.03	\$65.62
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-A	1/1/2026		\$44.96	\$24.66	\$69.62
Operators Class 1-B	1/1/2023		\$38.79	\$23.58	\$62.37
Operators Class 1-B	1/1/2024		\$40.59	\$24.03	\$64.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Operators Class 1-B	1/1/2026		\$43.96	\$24.66	\$68.62
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)	6/1/2024		\$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)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2025		\$43.68	\$25.81	\$69.49
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
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	1/1/2024		\$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)	1/1/2024		\$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)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41

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

Project: 25-07119 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41

Additional Forms Required  
from  
Awarded Contractor



**CONTRACTOR**  
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

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

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

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CONTRACTOR'S SIGNATURE

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TITLE



## BONDS AND INSURANCE

### 1.01 Performance, Payment, and Other Bonds

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

### 1.02 Insurance—General Provisions

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



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

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

#### 1.03 Contractor's Insurance

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



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



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

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

#### 1.04 Owner's Liability Insurance

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

#### 1.05 Property Insurance

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



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

#### 1.06 Waiver of Rights

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



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

1.07 Receipt and Application of Property Insurance Proceeds

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

**MINIMUM REQUIREMENTS FOR BONDS AND INSURANCE**

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

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

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

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

Should the contractor be required to correct any defective work (in accordance with the contract documents) during the correction period, he shall be required to provide to owner a certificate of insurance (with coverages listed above) or extend existing policy for length of correction period before proceeding with correcting the defective work.



SECTION 00620

**PAYMENT BOND**

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

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

Amount:

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

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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



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



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



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

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

#### 16. Definitions

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

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

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

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

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

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

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

18. Modifications to this Bond are as follows:

END OF SECTION



SECTION 00610

**PERFORMANCE BOND**

CONTRACTOR (*name and address*):

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

OWNER (*name and address*):

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement:

Amount:

Description (*name and location*):

**BOND**

Bond Number:

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

Amount:

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

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (*attach power of attorney*)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. Definitions

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

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

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

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

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



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

16.Modifications to this Bond are as follows:

END OF SECTION

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

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

Project Funder and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Blair County Conservation District – \_\_\_\_\_. This contract and any time frames associated with this contract are solely for the purpose of the **Castel-Diehl Properties Blue Knob Run Stream Restoration** project.

**ARTICLE 3 – PROJECT ADVISOR**

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

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
- A. The Work will be substantially completed within 30 days after the date when the Contract Times commence to run as mutually determined, as weather and stream flow conditions allow, and completed and ready for final payment in accordance within 60 days after the date when the Contract Times commence to run.
- B. All work must be completed by October 1, 2025.
- 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. Drawings (not attached but incorporated by reference) consisting of \_\_\_ sheets with each sheet bearing the following general title: Ritchey Stabilization Project
  - 6. Exhibits to this Agreement:
    - a. Nondiscrimination/Sexual Harassment Clause
    - b. Contractor's Bid
  - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice or Letter to Proceed.
    - b. Work Change Directives
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

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

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due



and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

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

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

PROJECT FUNDER:

CONTRACTOR:

Blair County Conservation District

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: District Chairman

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: District Manager

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

1407 Blair Street

Hollidaysburg, PA 16648

License No.: \_\_\_\_\_

END OF SECTION



## SECTION 00545

## CHANGE ORDER

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

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

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

Description:

Attachments: *[List documents supporting change]*

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

RECOMMENDED:

ACCEPTED:

ACCEPTED:

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

Approved by Funding Agency (if applicable)

 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

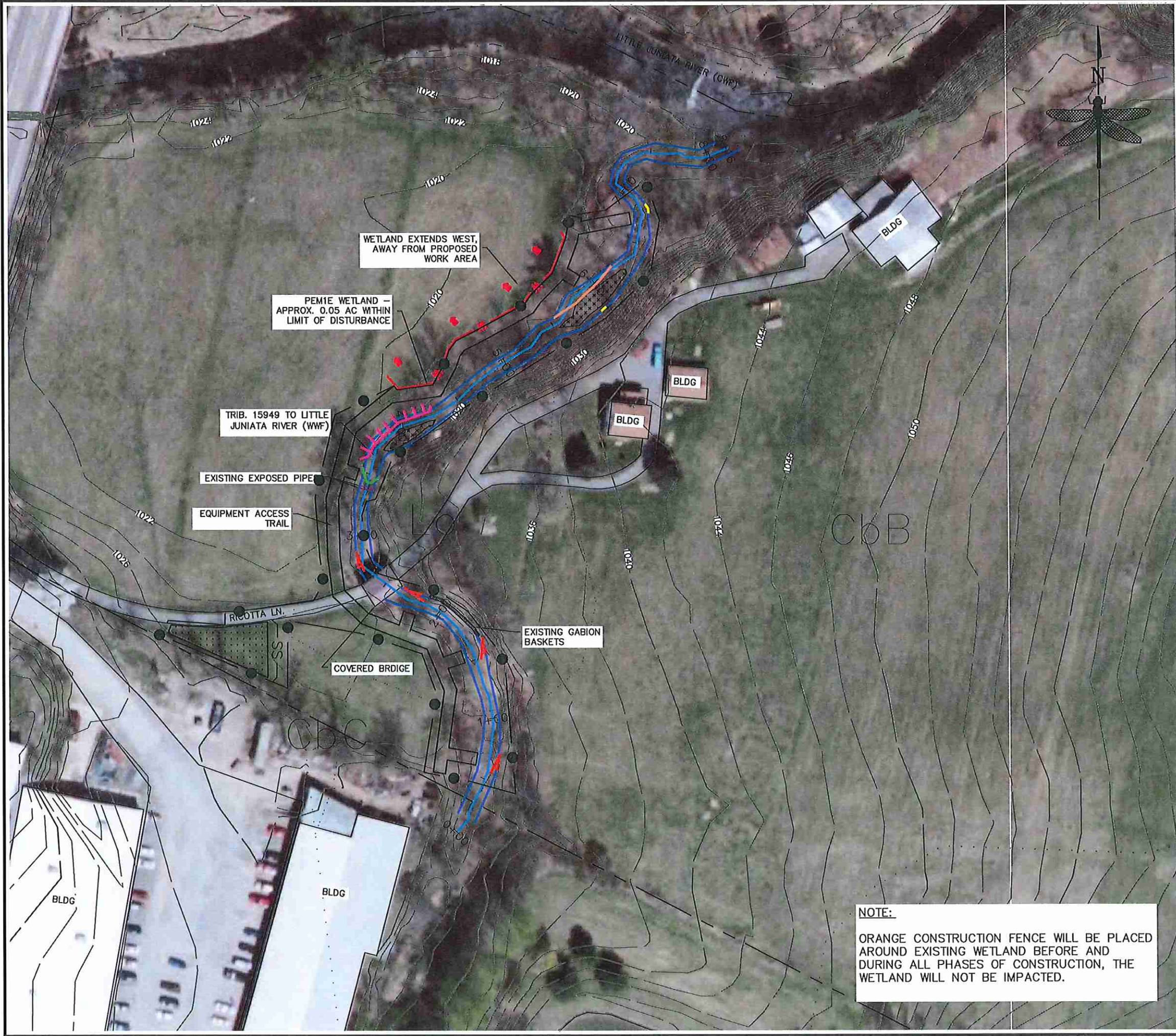
END OF SECTION

Castel/Diehl Property

Erosion and Sedimentation Plan

Design Titled:  
Blue Knob Run Stream Restoration Project





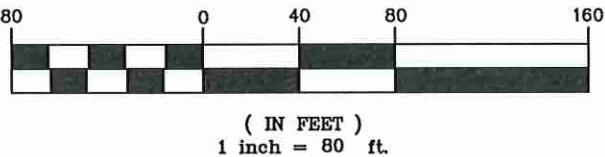
LEGEND

- 1300 EXISTING CONTOUR
- EXISTING STREAM
- SOIL TYPE
- PROPERTY LINE
- SURVEYED THALWEG
- EDGE OF WATER
- LIMIT OF DISTURBANCE
- EXISTING WETLAND
- EXISTING GRAVEL BAR
- STAGING AREA
- EQUIPMENT ACCESS TRAIL
- SS COMPOST FILTER SOCK
- PROPOSED MUDSILL
- PROPOSED LOG CROSS VANE
- PROPOSED SINGLE LOG VANE
- PROPOSED BANKFULL BENCH
- DUMPED ROCK PROTECTION

USDA - NRCS MAPPED SOILS:

- CbB Clarksburg silt loam (3-8% slopes)
- CbC Clarksburg silt loam (8-15% slopes)
- Lo Linden soils

GRAPHIC SCALE



NOTE:  
ORANGE CONSTRUCTION FENCE WILL BE PLACED AROUND EXISTING WETLAND BEFORE AND DURING ALL PHASES OF CONSTRUCTION, THE WETLAND WILL NOT BE IMPACTED.

**BluAcres • LLC**  
*Wetlands and Wildlife Habitat*  
12 BLACK STREET, WILLIAMSBURG, PA 16693  
(814) 407-4738 • www.bluacres.com

EROSION AND SEDIMENT CONTROL PLAN

BENEDETTO STREAM RESTORATION  
ANTIS TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

DATE:  
2/22/2024

DESIGNED BY:

DRAWN BY:  
CRC/TML

SURVEYED BY:  
CRC/TML

REVISIONS:  
5/1/2024  
PER PACER REVIEW COMMENTS

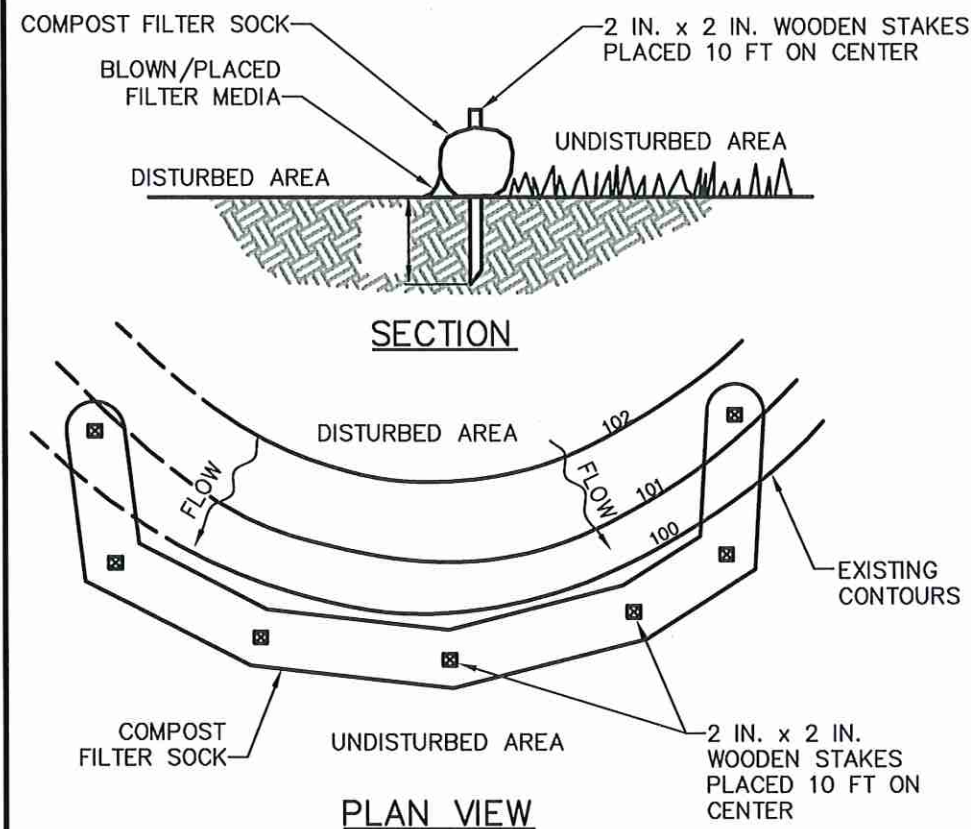
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**NOTES:**  
 SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.  
 COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.  
 TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.  
 ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.  
 BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.  
 UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

#### STANDARD CONSTRUCTION DETAIL #4-1 COMPOST FILTER SOCK

NOT TO SCALE

#### TWO-PLY SYSTEMS

INNER CONTAINMENT NETTING	HDPE BIAXIAL NET
	CONTINUOUSLY WOUND
	FUSION-WELDED JUNCTURES
INNER CONTAINMENT NETTING	3/4" X 3/4" MAX. APERTURE SIZE
	COMPOSITE POLYPROPYLENE FABRIC (WOVEN LAYER AND NON-WOVEN FLEECE MECHANICALLY FUSED VIA NEEDLE PUNCH)
	3/16" MAX. APERTURE SIZE

FILTREXX & JMD

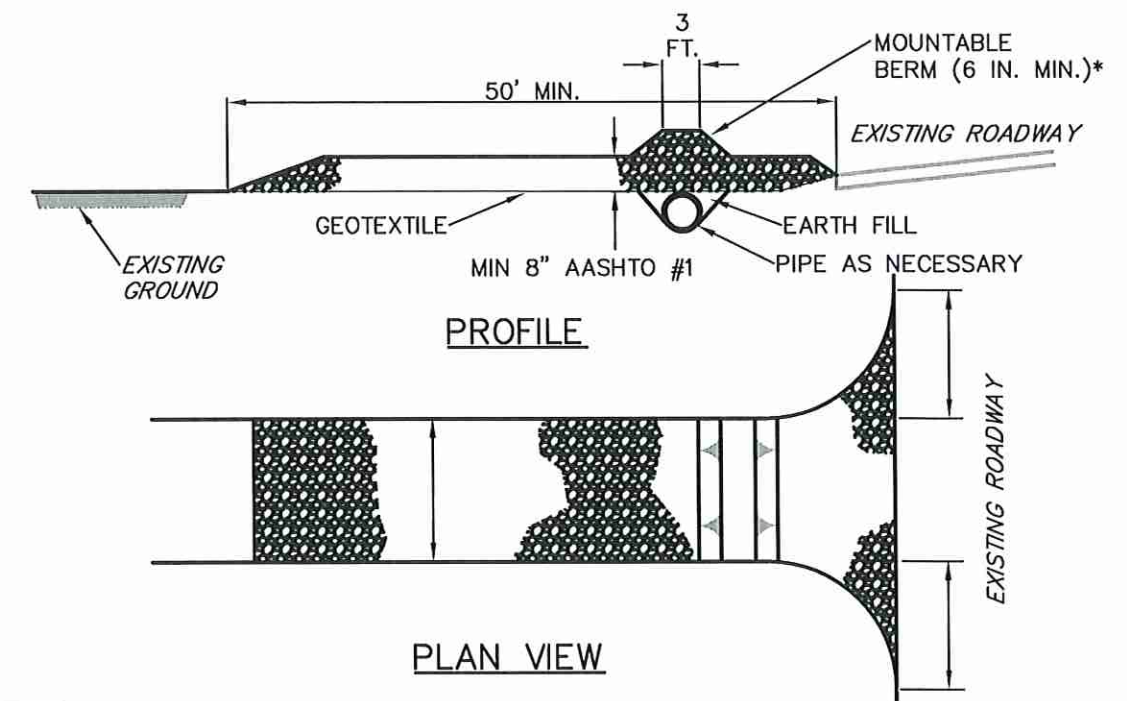
TABLE 4.2  
COMPOST STANDARDS

ORGANIC CONTENT MATTER	25% - 100% (DRY WEIGHT BASIS)
ORGANIC PORTION	FIBROUS AND ELONGATED
pH	5.5 - 8.5
MOISTURE CONTENT	30% - 60%
PARTICLE SIZE	30%-50% PASS THROUGH 3/8" SIEVE
SOLUBLE SALT CONCENTRATION	5.0 dS/m (mmhos/cm) Maximum

FILTREXX

TABLE 4.1  
COMPOST SOCK FABRIC  
MINIMUM SPECIFICATIONS

MATERIAL TYPE	3 mil HDPE	5 mil HDPE	5 mil HDPE	MULTI-FILAMENT POLYPROPYLENE (MFPP)	HEAVY DUTY MULTI-FILAMENT POLYPROPYLENE (HDMFPP)
MATERIAL CHARACTERISTICS	PHOTO-DEGRADEABLE	PHOTO-DEGRADEABLE	BIO-DEGRADEABLE	PHOTO-DEGRADEABLE	PHOTO-DEGRADEABLE
SOCK DIAMETERS	12" 18"	12" 18" 24" 32"	12" 18" 24" 32"	12" 18" 24" 32"	12" 18" 24" 32"
MESH OPENING	3/8"	3/8"	3/8"	3/8"	3/8"
TENSILE STRENGTH		26 psi	26 psi	44 psi	202 psi
ULTRAVIOLET STABILITY % ORIGINAL STRENGTH (ASTM G-155)	23% AT 1000 hr.	23% AT 1000 hr.		100% AT 1000 hr.	100% AT 1000 hr.
MINIMUM FUNCTIONAL LONGEVITY	6 MONTHS	9 MONTHS	6 MONTHS	1 YEAR	2 YEARS



\* MOUNTABLE BERM USED TO PROVIDE PROPER COVER FOR PIPE

NOTES:

REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.

RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.

MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED

MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

#### STANDARD CONSTRUCTION DETAIL #3-1 ROCK CONSTRUCTION ENTRANCE

NOT TO SCALE

**BluAcres • LLC**  
*Wetlands and Wildlife Habitat*  
 12 BLACK STREET, WILLIAMSBURG, PA 16693  
 (814) 407-4738 : www.bluacres.com

**EROSION AND SEDIMENT CONTROL DETAILS**  
 BENEDETTO STREAM RESTORATION  
 ANTIS TOWNSHIP  
 BLAIR COUNTY, PENNSYLVANIA

DATE:  
2/22/2024

DESIGNED BY:  
T.M.L.

DRAWN BY:  
T.M.L.

SURVEYED BY:  
T.M.L./NMW

REVISIONS:

CAD FILE:  
Benedetto Stream Restoration.dwg

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SHEET:  
2 of 3



STANDARD EROSION AND SEDIMENTATION CONTROL NOTES:

1. ALL EARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS SHALL BE DONE IN ACCORDANCE WITH THE APPROVED E&S PLAN. A COPY OF THE APPROVED DRAWNGS MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
2. AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS , THE LANDOWNER, AND A REPRESENTATIVE FROM THE LOCAL CONSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING.
3. AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
4. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWNGS.
5. AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL.
6. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMP's SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS E&S PLAN.
7. AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS.
8. TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED IN THE AMOUNT NECESSARY TO COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS THAT ARE TO BE STABILIZED BY VEGETATION. EACH STOCKPILE SHALL BE PROTECTED IN THE MANNER SHOWN ON THE PLAN DRAWINGS. STOCKPILE HEIGHTS SHALL NOT EXCEED 35 FEET. STOCKPILE SLOPES SHALL BE 2H:1V OR FLATTER.
9. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE LOCAL COSERVATION DISTRICT.
10. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS.
11. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.
12. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL.
13. ALL PUMPING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN, OVER UNDISTURBED VEGETATED AREAS.
14. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMNT BMP's SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMP's AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND RENETTING MUST BE PERFORMED IMMEDIATELY.
15. A LOG SHOWING DATES THAT E&S BMP's WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE SAME TIME OF INSPECTION.
16. SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEEP INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.
17. ALL SEDIMENT REMOVED FROM BMP's SHALL BE DISPOSED OF IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS.
18. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING. FILL OUTSLOPES SHALL HAVE A MINIMUM OF 2 INCHES OF TOPSOIL.
19. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS.
20. ALL EARTHEN FILLS SHALL BE PLACED IN COMPACTED LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.
21. FILL MATERIAL FOR EMBANKMENTS SHALL BE FREE OF ROOTS, OR OTHER WOODY VEGETATION, ORGANIC MATERIAL, LARGE STONES, AND OTHER OBJECTIONABLE MATERIALS.
22. FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOD, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.
23. FROZEN MATERIALS OR SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS.
24. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.
25. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY UPON REACHING FINISHED GRADE.
26. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OPERATOR SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING MONTHS, MULCH OR PROTECTIVE BLANKETING SHALL BE APPLIED AS DESCRIBED IN THE PLAN. AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR, MAY BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS.
27. PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM, PERENNIAL 70% VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION.
28. E&S BMP's SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS THAT TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT.

GENERAL CONSERVATION NOTES AND SPECIFICATIONS

- INTENT OF CONSERVATION PROGRAM:  
THE INTENT OF THIS PROGRAM IS TO PREVENT ACCELERATED EROSION OF THE EXPOSED SITE SOILS DURING THE CONSTRUCTION AND PERMANENT LIFE PERIODS OF THE PROJECT. THE PROGRAM REQUIRES RETENTION OF SEDIMENTS ON THE CONSTRUCTION SITE TO MINIMIZE THE IMPACT OF EARTH DISTURBANCE ON EXISTING STREAMS AND ADJACENT PROPERTY OWNERS. THESE OBJECTIVES WILL BE ACHIEVED BY MINIMIZING THE EXPOSURE TIME OF POTENTIALLY EROSIIVE SOILS TO RUNOFF AND INSTALLATION OF THE TEMPORARY AND PERMANENT CONSERVATION PRACTICES IN PROPER SEQUENCE WITH CONSTRUCTION. THE INTENT OF THIS PROGRAM SHOULD BE UNDERSTOOD AND IMPLEMENTED THROUGHOUT THE ENTIRE DEVELOPMENT. THE VARIOUS CONSTRUCTION TRADES SHOULD BE APPRISED OF THIS PROGRAM AND DIRECTED TO PREVENT UNDUE DISTURBANCE OF PREPARED AND PROTECTED SURFACES.
- SURFACE STABILIZATION CRITERIA:  
ALL DENUDED SOIL SURFACES, INCLUDING SOIL STOCKPILES, ARE SUBJECT TO EROSION AND SHALL BE STABILIZED IMMEDIATELY EITHER AS TEMPORARILY OR PERMANENT COVER IN ACCORDANCE WITH SPECIFICATIONS BELOW. CRUSHED STONE ON PAVEMENT SUBGRADES IS CONSIDERED ADEQUATE PROTECTION. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MAY BE SEEDDED WITH A QUICK GROWING TEMPORARY SEEDING MIXTURE AND MULCHED AT A RATE OF 2-3 BALES/1000 SF OR 3 TONS/ACRE. DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL NOT BE REDISTURBED WITHIN 1 YEAR MUST BE SEEDDED WITH A PERMANENT SEED MIXTURE AND MULCHED AT A RATE OF 2-3 BALES/1000 SF OR 3 TONS/ACRE. DURING NON-GERMINATION PERIODS, MULCH SHALL BE APPLIED AT A RATE OF 2-3 BALES/1000 SF OR 3 TONS/ACRE. GERMINATION PERIODS SHALL BE FROM APRIL 1ST TO JUNE 15TH AND AUGUST 15TH TO OCTOBER 15TH. AT THE BEGINNING OF THE NEXT GERMINATION PERIOD, MULCHED AREAS SHALL BE LIMED, FERTILIZED AND SEEDDED, WITH EITHER A TEMPORARY OR PERMANENT SEED MIXTURE, AND REMULCHED AT A RATE OF 2-3 BALES/1000 SF OR 3 TONS/ACRE. ALL DISTURBED AREAS SHALL BE STABILIZED AS FOLLOWS:
- A. TEMPORARY COVER ON DISTURBED AREAS:  
DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE YEAR MAY BE SEEDDED AND MULCHED WITH A TEMPORARY COVER. PREPARATION OF THE SURFACE, FERTILIZATION AND SEEDING WITH EITHER ANNUAL OR WINTER RYE GRASS SHALL BE DONE IN COMPLIANCE WITH PENNSYLVANIA DEP AND THE COUNTY CONSERVATION DISTRICT (CCD) STANDARD FOR "TEMPORARY COVER FOR CRITICAL AREAS." GROUND LIMESTONE SHALL BE APPLIED AT THE RATE OF 190 LBS/1,000 SF. FERTILIZER FOR TEMPORARY STABILIZATION SHALL BE APPLIED AT A RATE OF 50-50-50 PER ACRE. THE FERTILIZER AND LIMESTONE SHALL BE WORKED INTO THE SOIL TO A DEPTH OF FOUR (4) INCHES PRIOR TO SEEDING. ANNUAL RYEGRASSES SHALL BE APPLIED AT A RATE OF 1.5 LB/1,000 SF AND WINTER RYE AT A RATE OF 3.5 LBS/1,000 SF AND MULCHED WITH HAY OR STRAW AT A RATE OF 2-3 BALES/1000 SF OR 3 TONS/ACRE AND NON ASPHALTIC EMULSION, IN ACCORDANCE WITH THE CCD STANDARD FOR "MULCHING."
- B. PERMANENT COVER ON DISTURBED AREAS:  
ALL DISTURBED AREAS MUST BE SEEDDED AND MULCHED WITH A PERMANENT COVER. AREAS SHOULD BE SEEDDED WITH A PERMANENT SEED MIXTURE AS DEFINED ABOVE. GROUND LIMESTONE SHALL BE APPLIED AT THE RATE OF 190 LBS/1000 SF OR 4 TO 6 TONS/ACRE. THE FERTILIZER AND LIMESTONE SHALL BE WORKED INTO THE SOIL TO A DEPTH OF FOUR (4) INCHES PRIOR TO SEEDING. FERTILIZER 10-20-20 FOR PERMANENT STABILIZATION MINIMUM IS 930 LBS/ACRE PER PENN STATE AGRONOMY GUIDE. PREPARATION OF THE SEEDBED, FERTILIZATION AND MAINTENANCE SHALL BE DONE IN ACCORDANCE WITH APPLICABLE MCCD STANDARDS AND THE ADVICE OF THE PENNSYLVANIA STATE UNIVERSITY AGRICULTURAL EXTENSION SERVICE. NEW SEEDINGS ON FLAT AND MILD SLOPE AREAS SHALL BE MULCHED WITH STRAW AT 2 TO 3 BALES/1000 SF OR 3 TONS/ACRE. NEW SEEDINGS ON SLOPES AND WITHIN MODERATE DRAINAGE CHANNELS, SHALL BE SIMILARLY MULCHED WITH STRAW, AND RUNOFF DIVERTED FROM THE SEED BEDS UNTIL VEGETATION IS ESTABLISHED.
- C. MAINTENANCE OF TEMPORARY SEDIMENTATION CONTROL STRUCTURES:  
MAINTENANCE OF ALL TEMPORARY SEDIMENTATION CONTROL STRUCTURES SHALL BE IN ACCORDANCE WITH THESE PLANS. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION CONTROLS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION CONTROLS AFTER EACH STORM EVENT AND ON A WEEKLY BASIS, ALL WEEKLY INSPECTION REPORTS TO BE KEPT ON SITE. ALL MAINTENANCE WORK MUST BE PERFORMED IMMEDIATELY.
- SEQUENCE OF CONSTRUCTION:
- 1) ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED AND IMMEDIATELY STABILIZED BEFORE ANY OF THE FOLLOWING STAGES ARE INITIATED. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO ONLY THOSE AREAS DESCRIBED IN EACH STAGE.
- 2) AT LEAST 3 DAYS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PLACE A PA 1 CALL TO HAVE ALL UTILITIES MARKED OUT PRIOR TO CONSTRUCTION.
- 3) AT THE END OF EACH WORK DAY, ALL DISTURBED AREAS MUST BE STABILIZED WITH SEEDING/MULCH AND EROSION CONTROL MULCH BLANKETS FOR SLOPES STEEPER THAN 3H:1V. AREAS AT FINAL GRADE MUST BE INSPECTED AT THE END OF EACH WORK DAY THROUGHOUT CONSTRUCTION. ANY EROSION MUST BE CORRECTED IMMEDIATELY.
- 4) INSTALL TEMPORARY SEDIMENT CONTROL MEASURES AT LOCATIONS SHOWN ON THE PLAN VIEW, AND AS NECESSARY FOR COMPLIANCE WITH CHAPTER 102.
- 5) STAGE EARTHWORK ACTIVITY TO MINIMIZE EROSION, COMPLETE UPSTREAM CONSTRUCTION AND EXCAVATION WORK PRIOR TO DOWNSTREAM WORK.
- 6) ALL WORK SHALL BE DONE DURING LOW FLOW CONDITIONS, AVOIDING PERIODS DURING OR IMMEDIATELY FOLLOWING HEAVY PRECIPITATION.
- 7) EQUIPMENT WORK WILL BE DONE FROM THE STREAMBANK, WHERE POSSIBLE.
- 8) INSTALL 3 UPSTREAM LOG VANES BEFORE BRIDGE AT LOCATIONS SHOWN ON PLANS.
- 9) INSTALL LOG VANE AND CROSS VANE LOCATED BELOW THE BRIDGE AS SHOWN ON THE PLANS.
- 10) REMOVE UPSTREAM GRAVEL BAR AND INSTALL MODIFIED MUDSILL.
- 11) REMOVE DOWNSTREAM GRAVEL BAR AND INSTALL BANKFULL BENCH AT LOCATION SHOWN ON THE PLANS.
- 12) INSTALL DUMPED ROCK PROTECTION ON RIVERBANK RIGHT AT THE 2 LOCATIONS SHOWN ON THE PLANS.
- 13) THE ONLY WORK TO TAKE PLACE IN THE WET CONDITION IS THE PLACEMENT OF THE STREAM STRUCTURES.
- 14) SEED AND STABILIZE THE WORK AREA.

EROSION AND SEDIMENT CONTROL NOTES

- 1) ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSISTENT WITH CHAPTER 102 AND PADEP'S EROSION AND SEDIMENT POLLUTION CONTROL PROGRAM MANUAL (MOST RECENT VERSION).
- 2) THESE PLANS REFLECT THE MINIMUM E&S REQUIREMENTS BASED ON ANTICIPATED AND PROPOSED ACTIVITIES. OWNER/APPLICANT OR HIS/HER DULY-AUTHORIZED REPRESENTATIVE IS RESPONSIBLE FOR IMPLEMENTATION OF THE E&S CONTROL MEASURES CONTAINED IN THIS PLAN AND ANY OTHER PROCEDURES THAT MAY BE NECESSARY FOR COMPLIANCE WITH THE PREVAILING REGULATIONS.
- 3) GROUND DISTURBANCE ACTIVITIES SHALL BE MINIMIZED TO THE EXTENT PRACTICAL AND ALL AREAS SHALL BE STABILIZED PROMPTLY.
- 4) ALL E&S MEASURES SHALL BE INSPECTED WEEKLY, AT A MINIMUM, AND FOLLOWING ALL STORM EVENTS. DEFECTIVE, DAMAGED OR OTHERWISE INSUFFICIENT E&S MEASURES SHALL BE REPLACED WITHOUT DELAY. WEEKLY INSPECTION REPORTS SHALL BE KEPT ON SITE.
- 5) ALL TEMPORARY AND PERMANENT SOIL STABILIZATION TO BE CONDUCTED IN ACCORDANCE WITH PA DEP AND THE COUNTY CONSERVATION DISTRICT (CCD) STANDARDS.
- 6) TEMPORARY SEEDING OF ANY DISTURBED AREAS OR STOCKPILES (EXCEPT PROPERLY COVERED OR MANAGED STOCKPILES) SHALL BE CONDUCTED WITHIN 4 DAYS OF DISTURBANCE. TEMPORARY SEEDING TO CONSIST OF 40 LBS/AC ANNUAL RYEGRASS, 1 TON/AC LIME, 1,000 LBS/AC 5-5-5 FERTILIZER AND 3 TONS/AC HAY OR STRAW MULCH.
- 7) PERMANENT SEEDING SHALL BE CONDUCTED WITHIN 4 DAYS OF DISTURBANCE FOR THOSE AREAS AT FINAL GRADE.
- 8) ALL AREAS TO BE INSPECTED AND MAINTAINED UNTIL STABILIZED. E&S CONTROL MEASURES TO BE REMOVED WHEN 70 % UNIFORM VEGETATIVE COVERAGE IS ESTABLISHED.
- 9) THIS E&S PLAN IS TO BE KEPT ON-SITE AT ALL TIMES, PER GOVERNING REGULATIONS.
- 10) NO CHANGES TO THIS E&S CONTROL PLAN SHALL BE PERMITTED UNLESS AUTHORIZED AND APPROVED BY THE COUNTY CONSERVATION DISTRICT.

TEMPORARY MEASURES – COMPOST FILTER SOCK AND ROCK CONSTRUCTION ENTRANCE ARE NECESSARY AND SHALL BE INSTALLED ACCORDING TO THE E&S CONSTRUCTION DETAILS AND SHALL BE PROPERLY MAINTAINED DURING THE LIFE OF THE PROJECT.

PERMANENT MEASURES – ALL AREAS THAT ARE DISTURBED WITHIN THE LIMIT OF DISTURBANCE SHALL BE PERMANENTLY VEGETATED ACCORDING TO THE E&S CONSTRUCTION DETAILS AND PERMANENT SEEDING SPECIFICATIONS.

PERMANENT SEED MIXTURE

ALL AREAS DISTURBED DURING CONSTRUCTION AND AT FINAL GRADE SHALL BE SEEDDED WITHIN FOUR DAYS OF DISTURBANCE ACCORDING TO THE FOLLOWING SPECIFICATION AND RATE:

ERNMX-104 OR APPROVED EQUIVALENT (1-800-873-3321)

50% ANNUAL RYEGRASS (Lolium multiflorum)

50% PERENNIAL RYEGRASS (Lolium perenne)

AT A RATE OF 50 LBS / ACRE.



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EROSION AND SEDIMENT  
CONTROL NOTES

BENEDETTO STREAM RESTORATION  
ANTIS TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

DATE:  
2/22/2024

DESIGNED BY:  
TML

DRAWN BY:  
TML

SURVEYED BY:  
TML/NMW

REVISIONS:

-	
-	
-	
-	

CAD FILE:

Benedetto Stream Restoration.dwg

PAGE NO:

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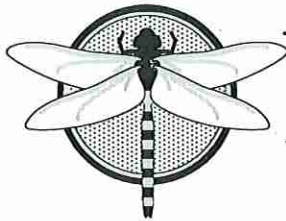
3 of 3



BLUE KNOB RUN  
STREAM RESTORATION PROJECT  
DESIGN DRAWINGS

JUNIATA TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

PREPARED BY:



**BluAcres • LLC**  
*Wetlands and Wildlife Habitat*

PREPARED FOR:

**BLAIR COUNTY CONSERVATION DISTRICT**

1407 BLAIR STREET  
HOLLIDAYSBURG, PENNSYLVANIA 16648

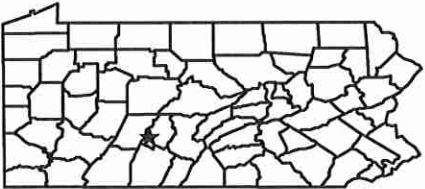
&

**DAVID CASTEL**

1410 KNOB RUN RD.  
DUNCANSVILLE, PENNSYLVANIA 16635



PROJECT LOCATION



COUNTY: BLAIR  
TOWNSHIP: JUNIATA  
QUAD: BLUE KNOB  
LATITUDE: 40.3670054° N  
LONGITUDE: -78.5097188° W

SHEET INDEX

- |                         |                          |
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| 1. COVER SHEET          | 16. CROSS SECTION J-J'   |
| 2. OVERALL              | 17. CONSTRUCTION DETAILS |
| 3. PLAN VIEW - EXISTING | 18. CONSTRUCTION DETAILS |
| 4. PLAN VIEW - PROPOSED | 19. CONSTRUCTION DETAILS |
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| 6. PROPOSED PROFILE     |                          |
| 7. CROSS SECTION A-A'   |                          |
| 8. CROSS SECTION B-B'   |                          |
| 9. CROSS SECTION C-C'   |                          |
| 10. CROSS SECTION D-D'  |                          |
| 11. CROSS SECTION E-E'  |                          |
| 12. CROSS SECTION F-F'  |                          |
| 13. CROSS SECTION G-G'  |                          |
| 14. CROSS SECTION H-H'  |                          |
| 15. CROSS SECTION I-I'  |                          |

**GENERAL NOTES:**

1. THIS STREAM STABILIZATION PLAN HAS BEEN PREPARED FOR THE BLAIR COUNTY CONSERVATION DISTRICT & DAVID CASTEL FOR THE PURPOSE OF BANK STABILIZATION AND PREVENTING FURTHER EROSION ALONG BLUE KNOB RUN.
2. BASEMAP WAS GENERATED FROM FROM SITE SURVEY DATED MAY 10, 2023 AND INTERGRATED WITH LIDAR CONTOURS FROM PA MAP PROGRAM, SURROUNDING SITE FEATURES (E.G., TREELINES, ROADWAYS, AND STREAMS) APPROXIMATED USING PAMAP AERIAL IMAGERY.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION AND TO COMPLY WITH THE PROVISIONS OF PENNSYLVANIA ACT 187 (1996) BEFORE PERFORMING ANY EXCAVATION WORK.
4. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO PRIVATE PROPERTY INCLUDING BUT NOT LIMITED TO FENCES AND PRIVATE ROADS RESULTING FROM ACTIVITIES ASSOCIATED WITH COMPLETING THIS PLAN. REPAIRS FOR ANY SUCH DAMAGES WILL BE MADE AT THE CONTRACTORS EXPENSE TO THE SATISFACTION OF THE PROPERTY OWNER.



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**COVER SHEET**

BLUE KNOB RUN  
JUNIATA TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

DATE:  
12/15/2023

DESIGNED BY:  
T.M.L./C.W.

DRAWN BY:  
T.M.L.

SURVEYED BY:  
T.M.L./C.W.

REVISIONS:  
REVISIONS FOR P&ID COMMENTS  
9/9/2024  
REVISIONS FOR P&ID COMMENTS  
11/21/2024

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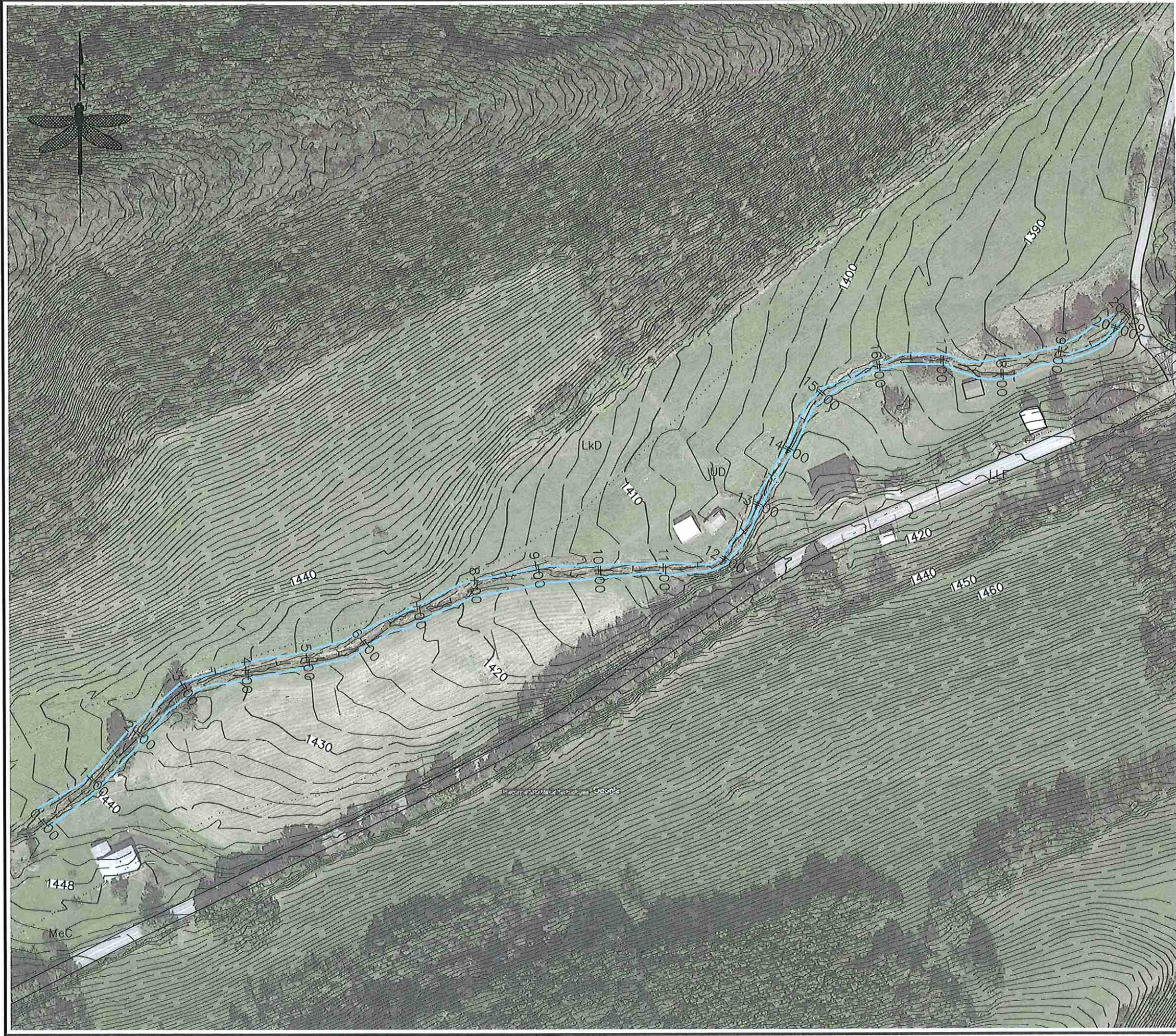
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SHEET:

1 of 20





LEGEND

—1300—

EXISTING CONTOUR

EXISTING STREAMBANK

- - -

EXISTING THALWEG

- NOTES:
1. Basemap generated from site survey dated May 10, 2023 and intergrated with LiDAR contours from the PAMAP program. Surrounding site features (e.g., Treelines and roadways) approximated using PAMAP Aerial Imagery.

2. Horizontal and vertical control is based on NAD83, PA South State Plane Coordinates and NAVD88 elevations. RTK GPS methods were used and the state plane coordinates and NAVD88 elevations of the base station "100" were determined by OPUS (On-Line Positioning User Service) holding the CORS Stations STCLAIRSVIPA2013, LOYS LOYOLA S, AND PAWG GREENSBURG. All coordinates are true state plane.

3. On-Site Control, Horizontal and Vertical:

NORTH

EAST

ELEV

DESCRIP.

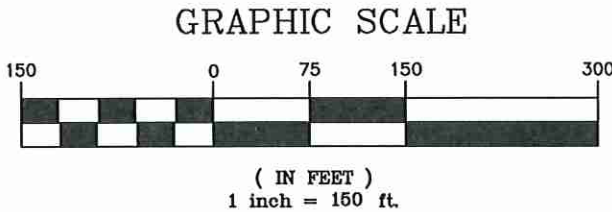
100

377463.55

1756809.73

1413.33

IRON PIN





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OVERALL

BLUE KNOB RUN

JUNIATA TOWNSHIP

BLAIR COUNTY, PENNSYLVANIA

DATE:

12/15/2023

DESIGNED BY:

TML/CW

DRAWN BY:

TML

SURVEYED BY:

TML/CW

REVISIONS:

REVISIONS PER PADEP COMMENTS

9/8/2024

REVISIONS PER PADEP COMMENTS

11/29/2024

-

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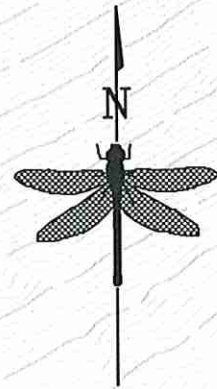
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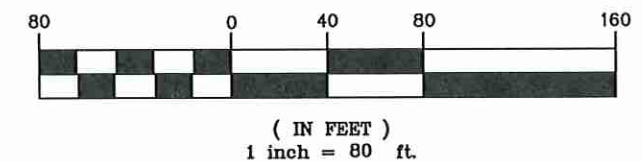
- 1300 EXISTING CONTOUR
- EXISTING STREAMBANK
- EXISTING THALWEG

## NOTES:

- Basemap generated from site survey dated May 10, 2023 and integrated with LIDAR contours from the PAMAP program. Surrounding site features (e.g., Treelines and roadways) approximated using PAMAP Aerial Imagery.
- Horizontal and vertical control is based on NAD83, PA South State Plane Coordinates and NAVD88 elevations. RTK GPS methods were used and the state plane coordinates and NAVD88 elevations of the base station "100" were determined by OPUS (On-Line Positioning User Service) holding the CORS Stations STCLAIRSVIPA2013, LOYS LOYOLA S, AND PAWG GREENSBURG. All coordinates are true state plane.
- On-Site Control, Horizontal and Vertical:

	NORTH	EAST	ELEV	DESCRIP.
100	377463.55	1756809.73	1413.33	IRON PIN

## GRAPHIC SCALE



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## PLAN VIEW – EXISTING

BLUE KNOB RUN  
JUNIATA TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

DATE:  
12/15/2023

DESIGNED BY:  
TML/CW

DRAWN BY:  
TML

SURVEYED BY:  
TML/CW

### REVISIONS:

REVISIONS FOR PACK COMMENTS

8/8/2024

REVISIONS FOR PACK COMMENTS

11/24/2024

### CAD FILE:

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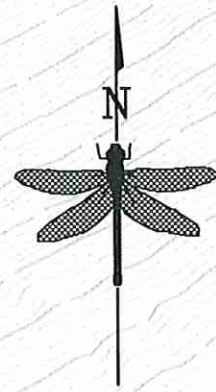
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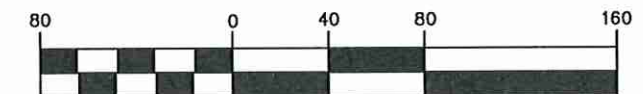
- 1300 EXISTING CONTOUR
- EXISTING STREAMBANK
- EXISTING THALWEG
- PROPOSED THALWEG
- PROPOSED STREAMBANK (BANKFULL WIDTH SET AT 17')
- PROPOSED BANK RE-GRADING EXTENT
- PROPOSED LOG VANE
- PROPOSED CROSS VANE
- PROPOSED ROCK STEP
- PROPOSED MUDSILL
- DISPOSAL / FILL AREA
- STAGING AREA

## NOTES:

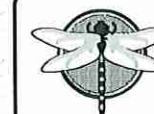
- Basemap generated from site survey dated May 10, 2023 and integrated with LIDAR contours from the PAMAP program. Surrounding site features (e.g., Treelines and roadways) approximated using PAMAP Aerial Imagery.
- Horizontal and vertical control is based on NAD83, PA South State Plane Coordinates and NAVD88 elevations. RTK GPS methods were used and the state plane coordinates and NAVD88 elevations of the base station "100" were determined by OPUS (On-Line Positioning User Service) holding the CORS Stations STCLAIRSVIP2013, LOYS LOYOLA S, AND PAWG GREENSBURG. All coordinates are true state plane.
- On-Site Control, Horizontal and Vertical:

	NORTH	EAST	ELEV	DESCRIP.
100	377463.55	1756809.73	1413.33	IRON PIN

## GRAPHIC SCALE



( IN FEET )  
1 inch = 80 ft.



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## PLAN VIEW – PROPOSED

BLUE KNOB RUN  
JUNIATA TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

DATE:  
12/15/2023

DESIGNED BY:  
TML/CW

DRAWN BY:  
TML

SURVEYED BY:  
TML/CW

REVISIONS:  
REVISIONS PER PACOP COMMENTS  
8/9/2024  
REVISIONS PER PACOP COMMENTS  
11/24/2024

CAD FILE:  
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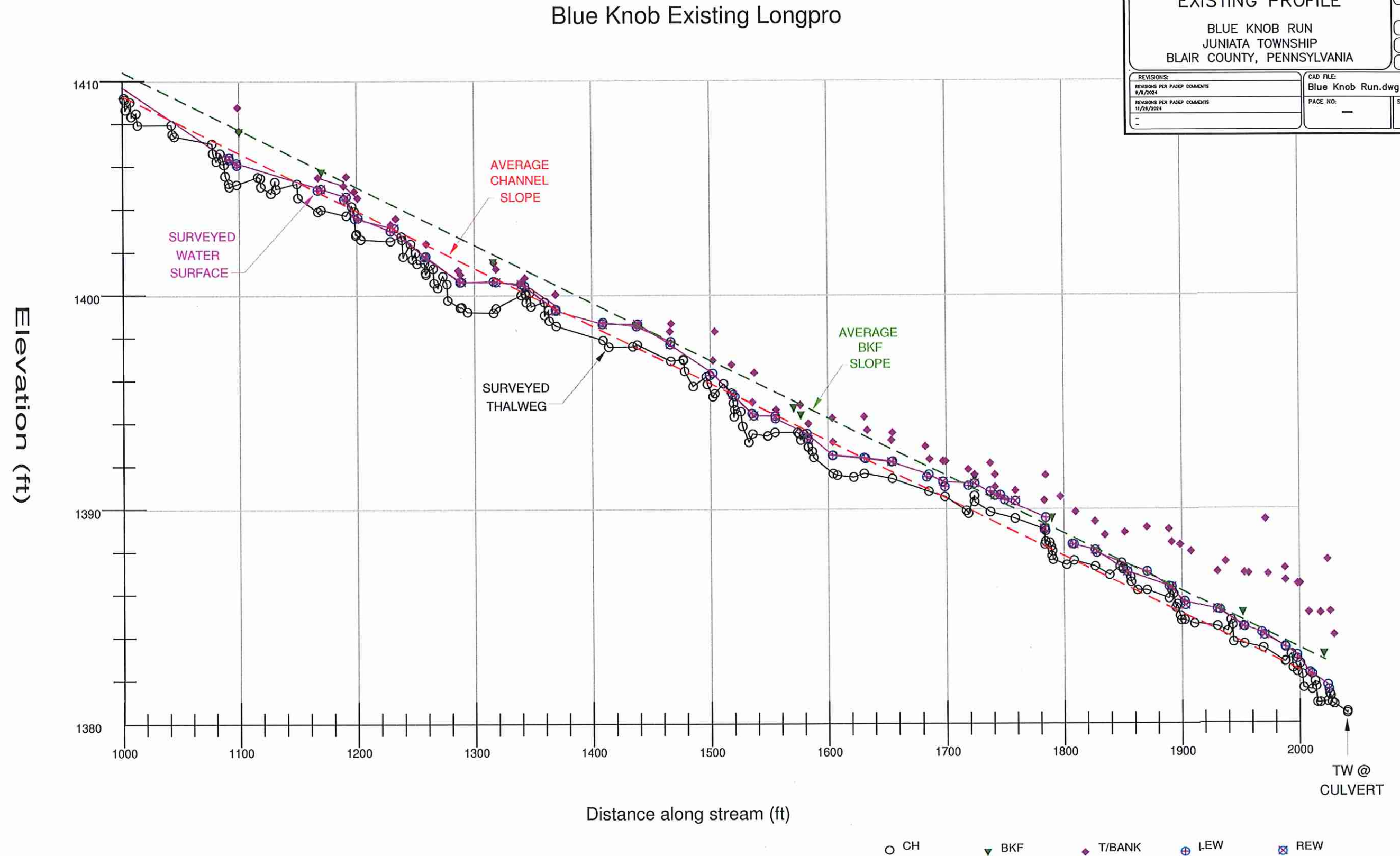
**EXISTING PROFILE**

BLUE KNOB RUN  
 JUNIATA TOWNSHIP  
 BLAIR COUNTY, PENNSYLVANIA

DATE:  
 12/15/2023

DESIGNED BY:  
 TML/CW  
 DRAWN BY:  
 TML  
 SURVEYED BY:  
 TML/CW

REVISIONS:	CAD FILE:
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REVISIONS PER PADEP COMMENTS 11/28/2024	PAGE NO: —
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**PROPOSED PROFILE**

BLUE KNOB RUN  
 JUNIATA TOWNSHIP  
 BLAIR COUNTY, PENNSYLVANIA

DATE:  
 12/15/2023

DESIGNED BY:  
 TML/CW

DRAWN BY:  
 TML

SURVEYED BY:  
 TML/CW

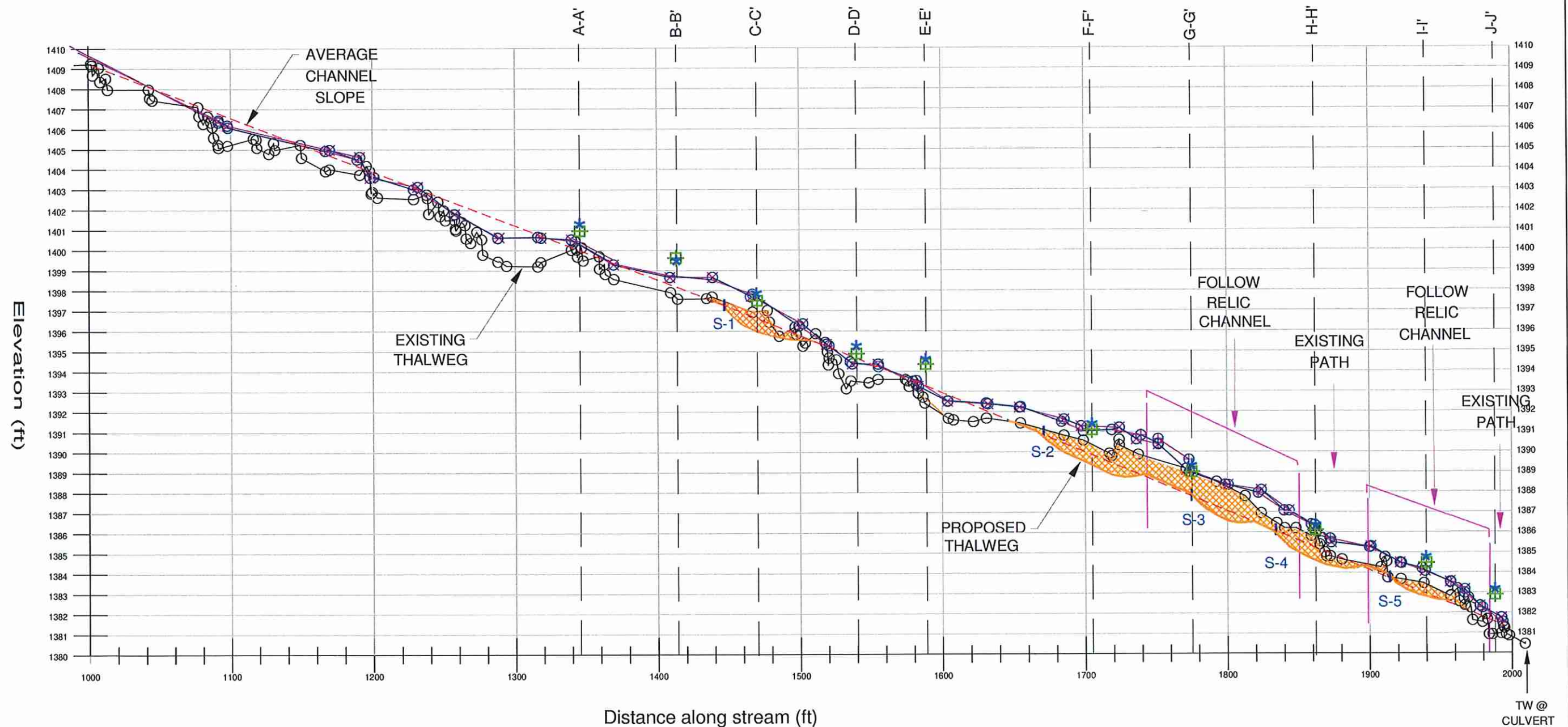
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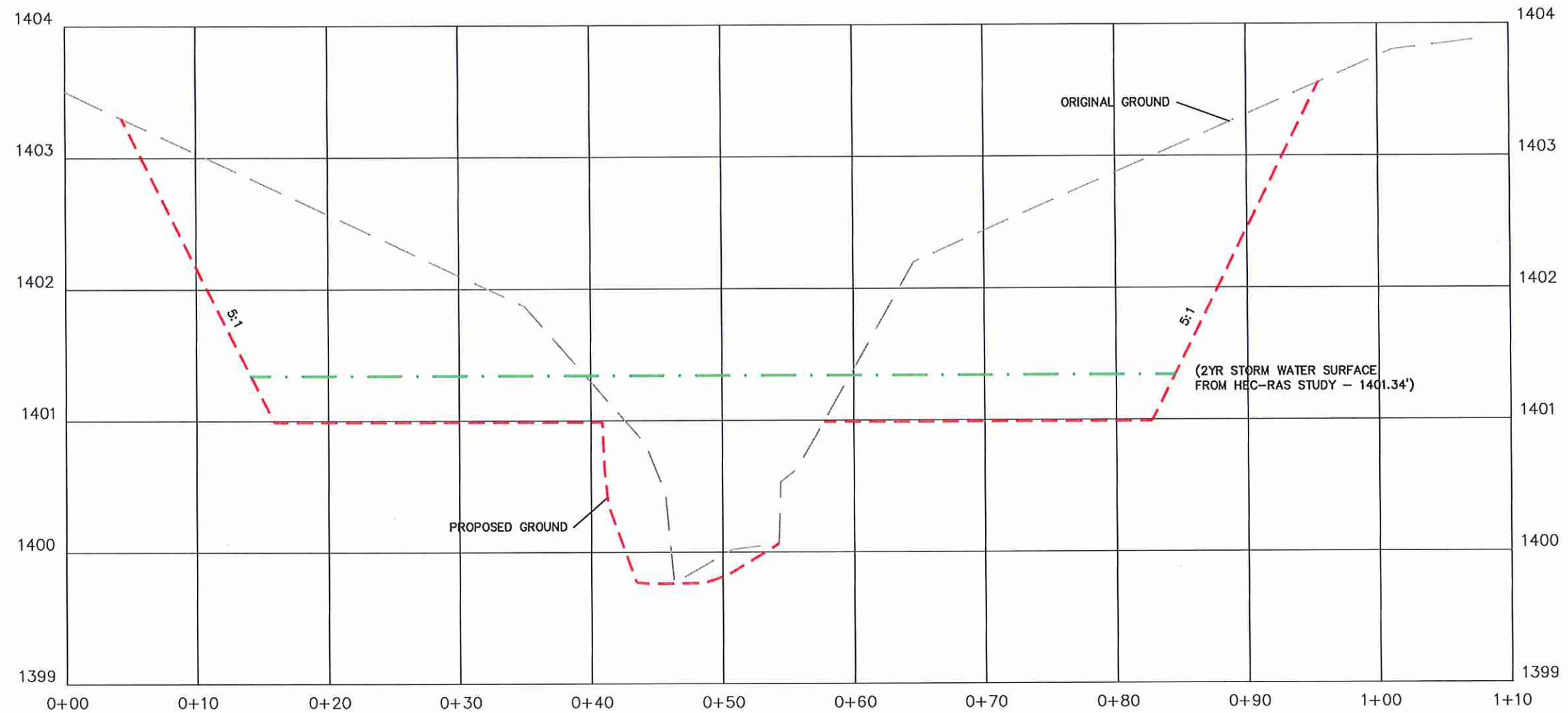
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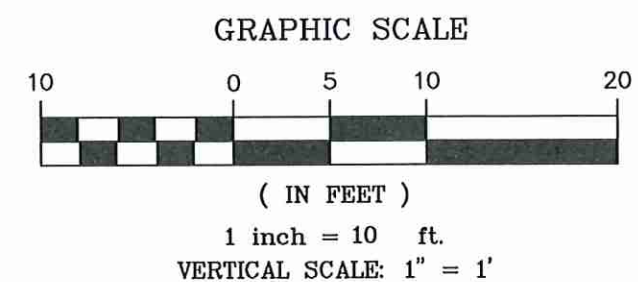
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**Proposed Profile**





STA. 13+44  
(A-A')



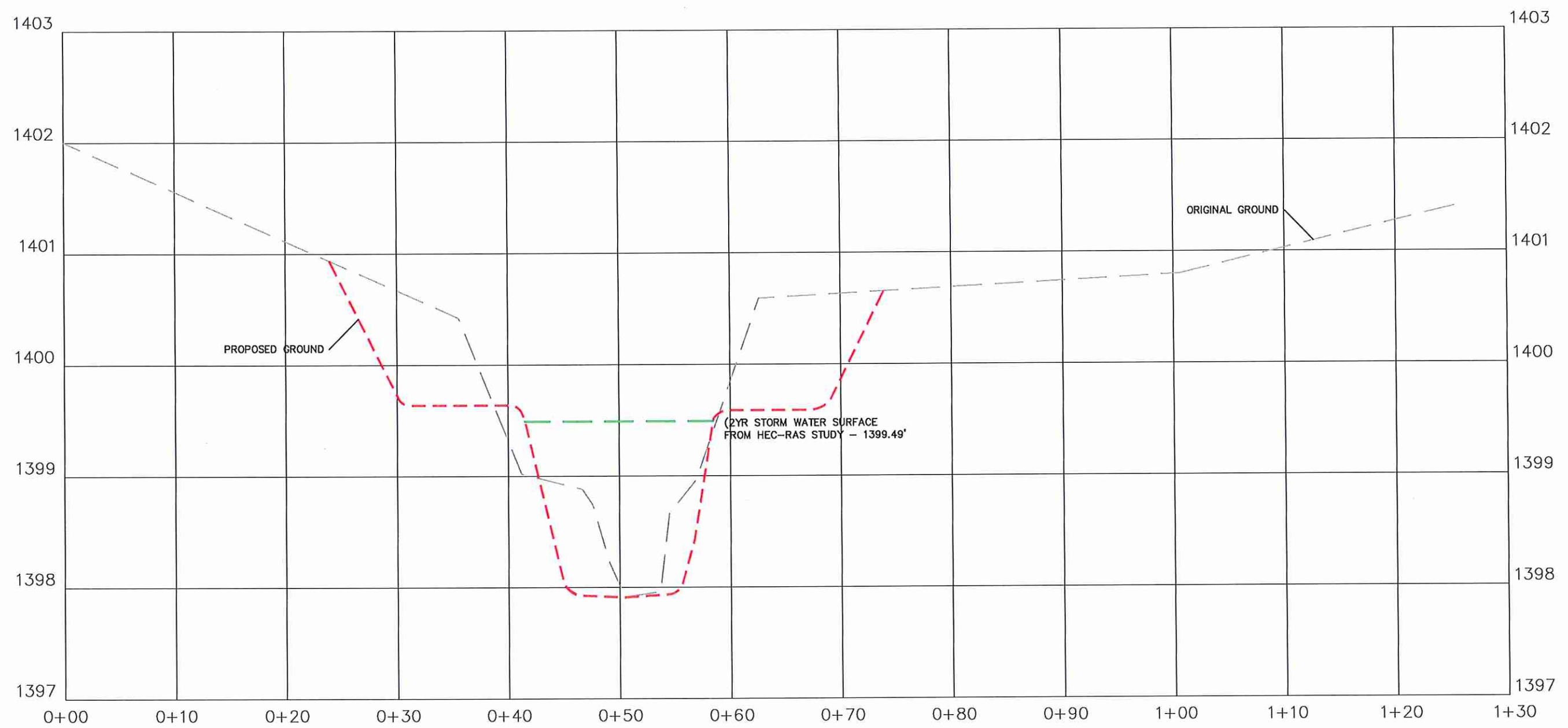


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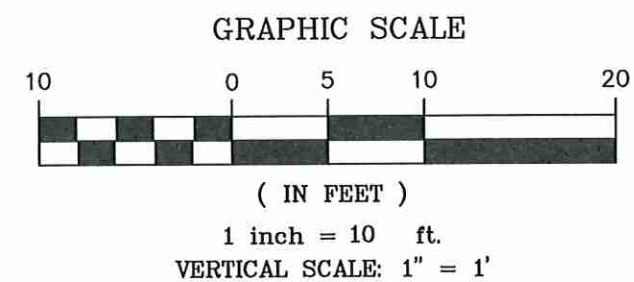
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<b>CROSS SECTION A-A'</b> BLUE KNOB RUN JUNIATA TOWNSHIP BLAIR COUNTY, PENNSYLVANIA		DATE: 12/15/2023
DESIGNED BY: TML/CW DRAWN BY: TML SURVEYED BY: TML/CW		SHEET: 7 of 20
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STA. 14+14  
(B-B')





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**CROSS SECTION B-B'**

BLUE KNOB RUN  
JUNIATA TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

DATE:  
12/15/2023

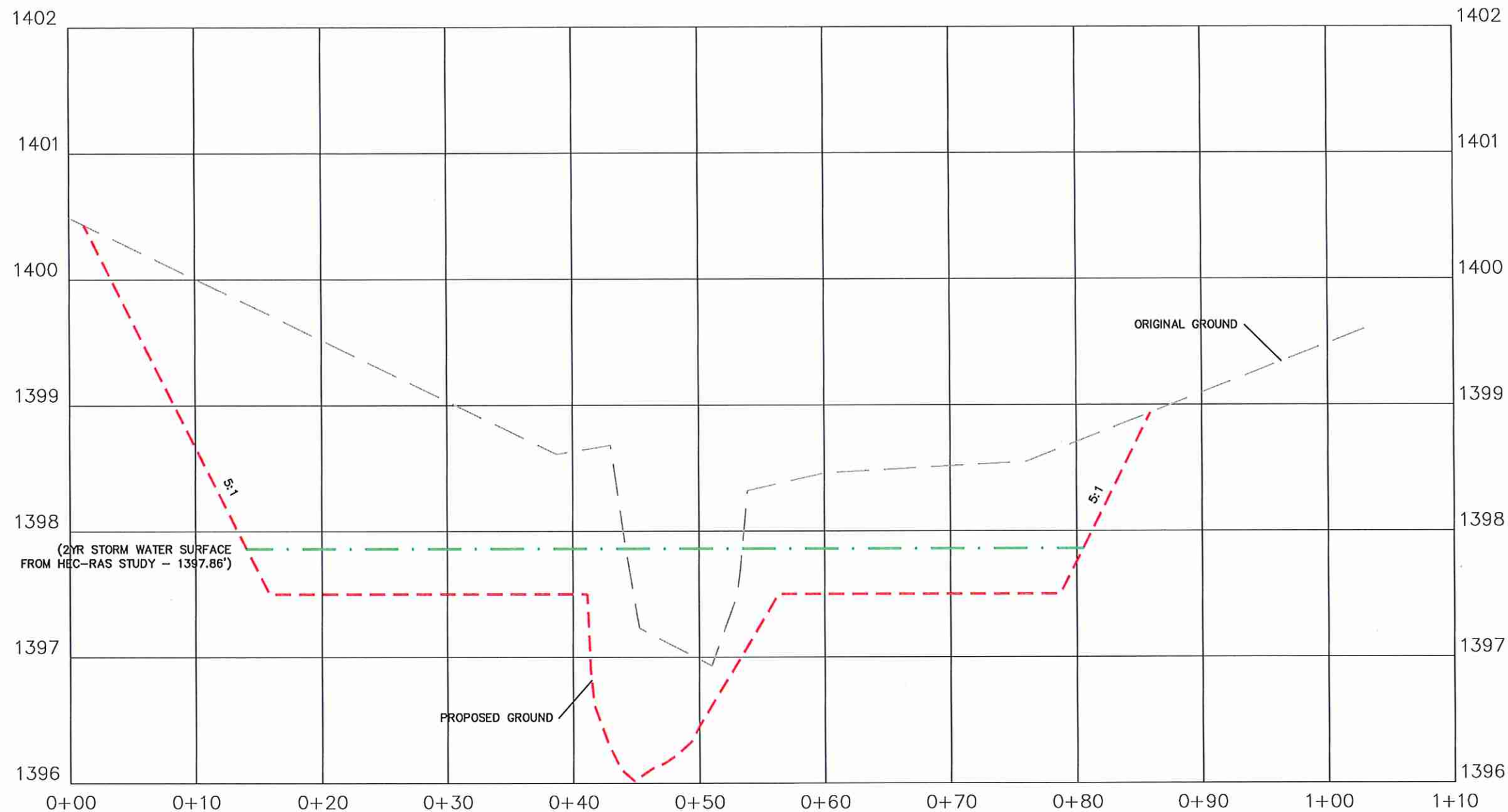
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TML/CW

DRAWN BY:  
TML

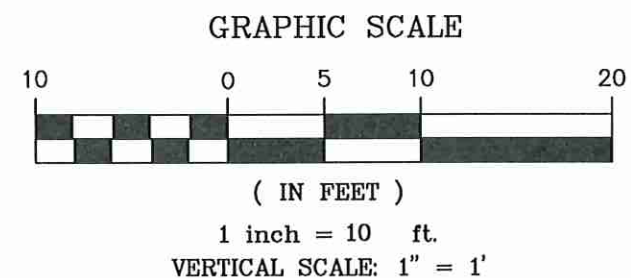
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REVISIONS PER PADCP COMMENTS	CAD FILE:
9/9/2024	Blue Knob Run.dwg
REVISIONS PER PADCP COMMENTS	PAGE NO:
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STA. 14+70  
(C-C')





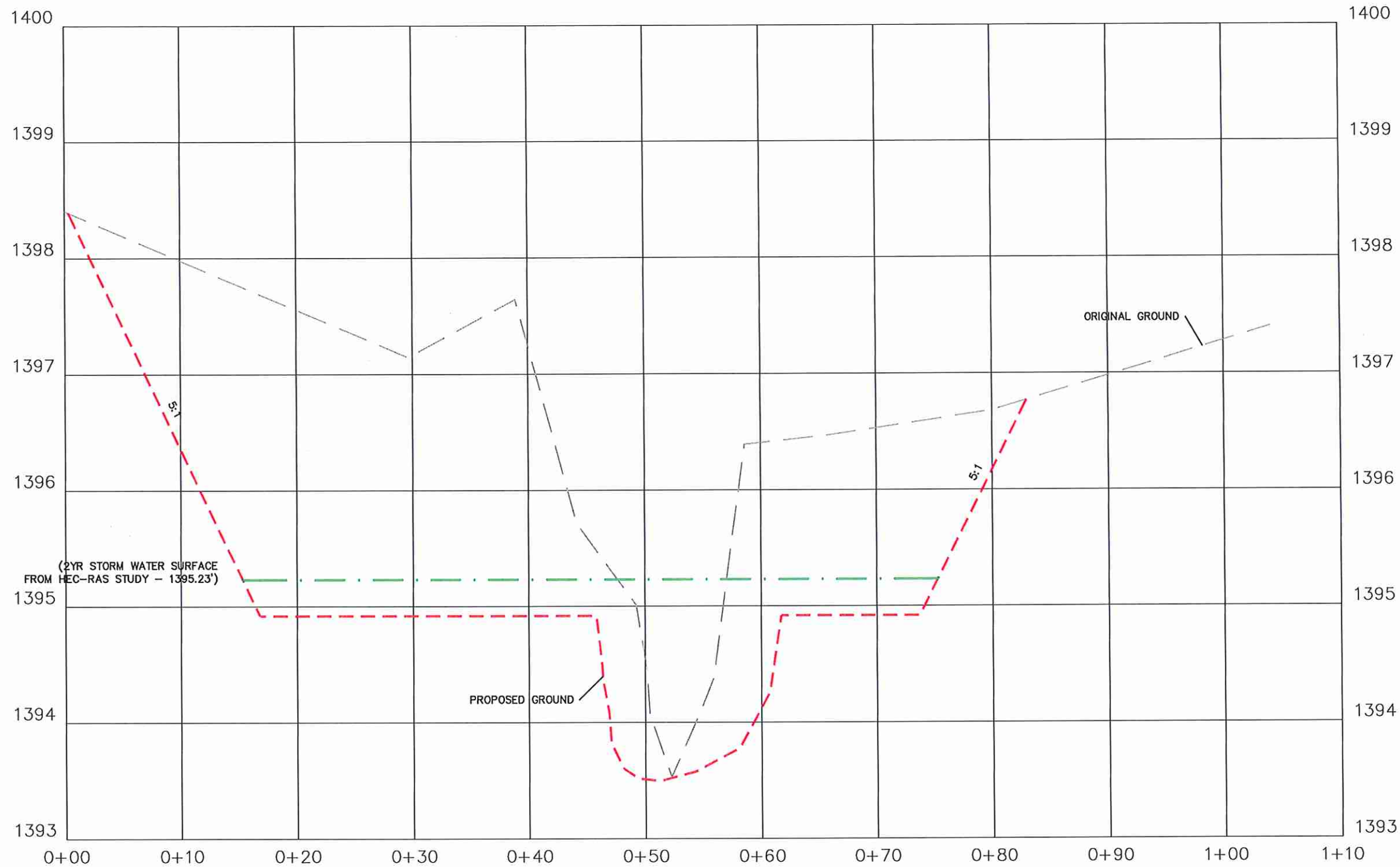
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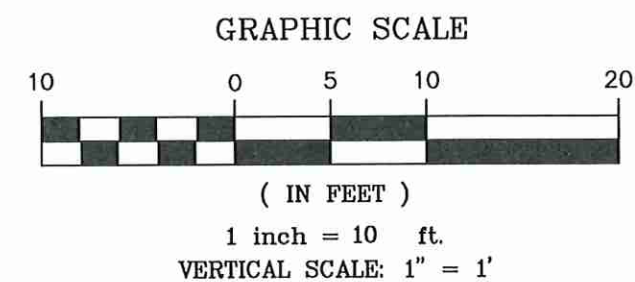
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<b>CROSS SECTION C-C'</b>		DATE: 12/15/2023
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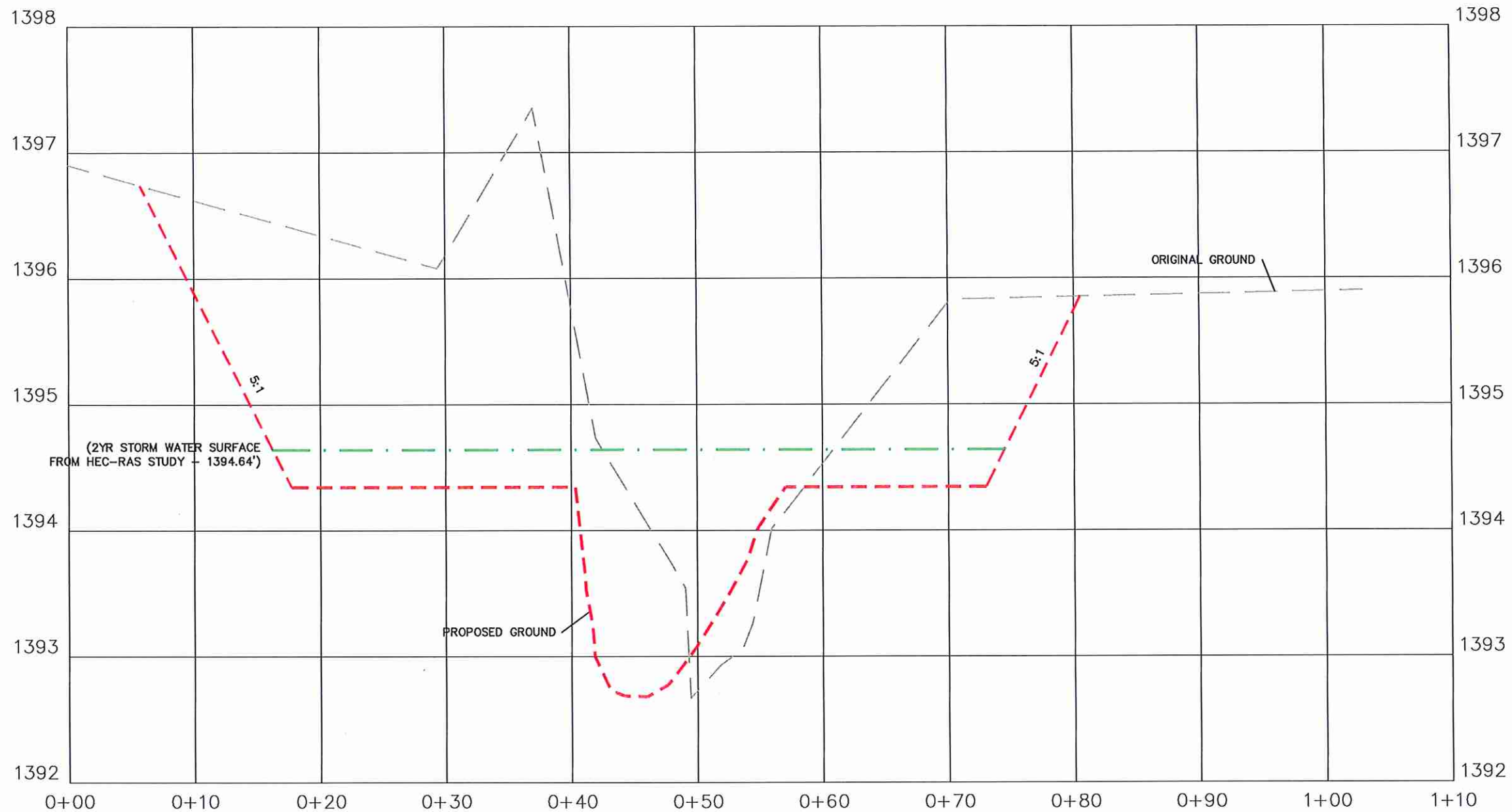
STA. 15+40  
(D-D')



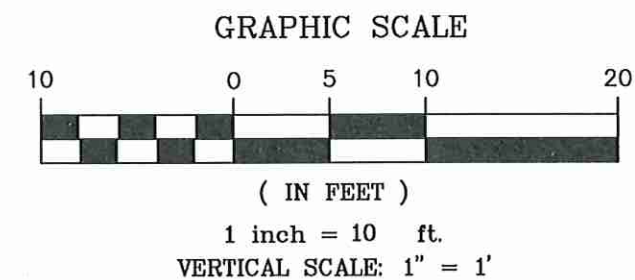



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CROSS SECTION D-D'		DATE: 12/15/2023
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		DRAWN BY: TML
		SURVEYED BY: TML/CW
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STA. 15+87  
(E-E')





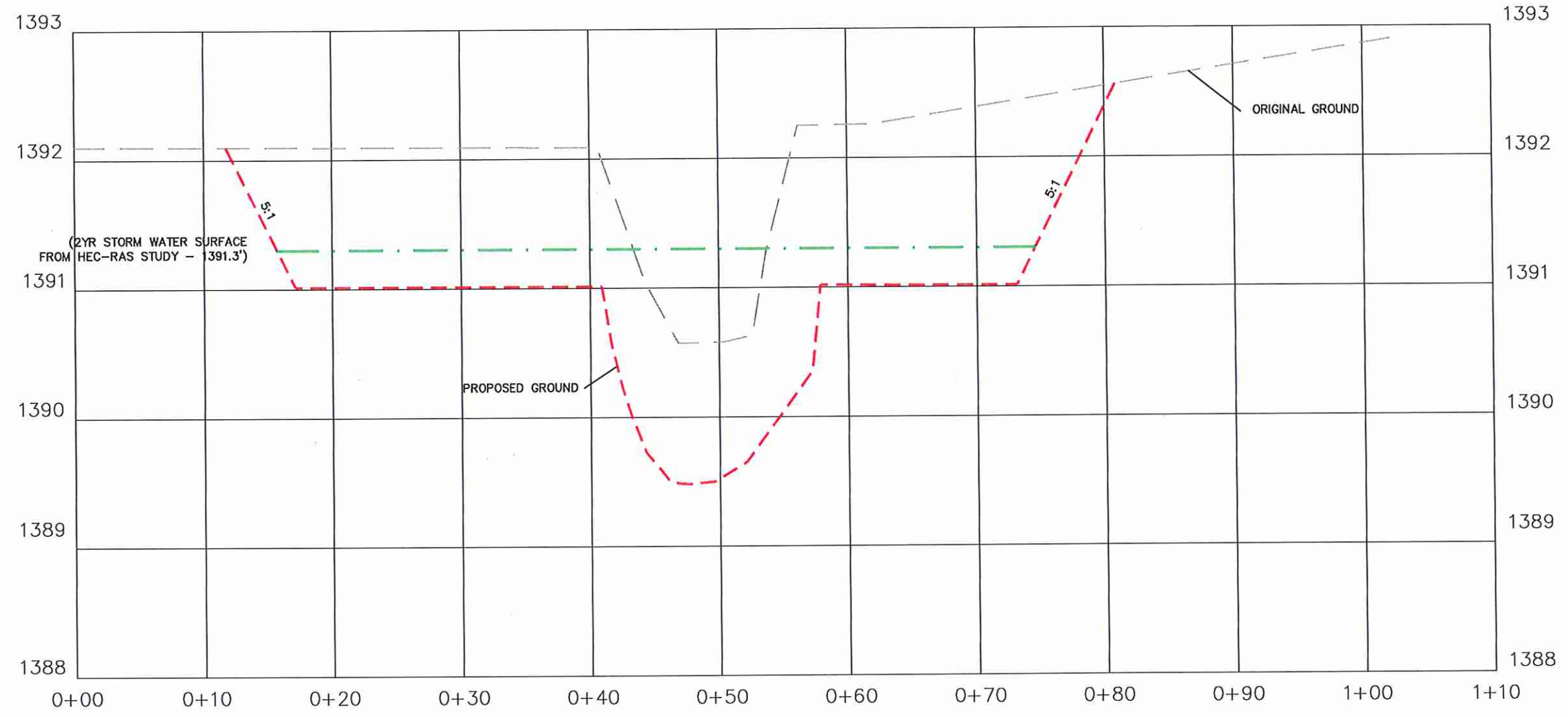
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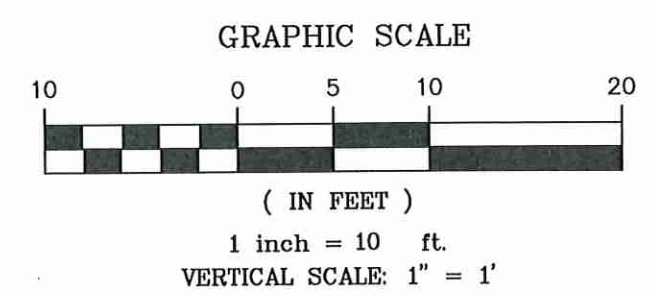
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BLUE KNOB RUN JUNIATA TOWNSHIP BLAIR COUNTY, PENNSYLVANIA		<small>DESIGNED BY:</small> <b>TML/CW</b>
<small>REVISIONS:</small> REVISIONS PER PADEP COMMENTS 8/8/2024 REVISIONS PER PADEP COMMENTS 11/28/2024 -		<small>DRAWN BY:</small> <b>TML</b>
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STA. 17+04  
(F-F')



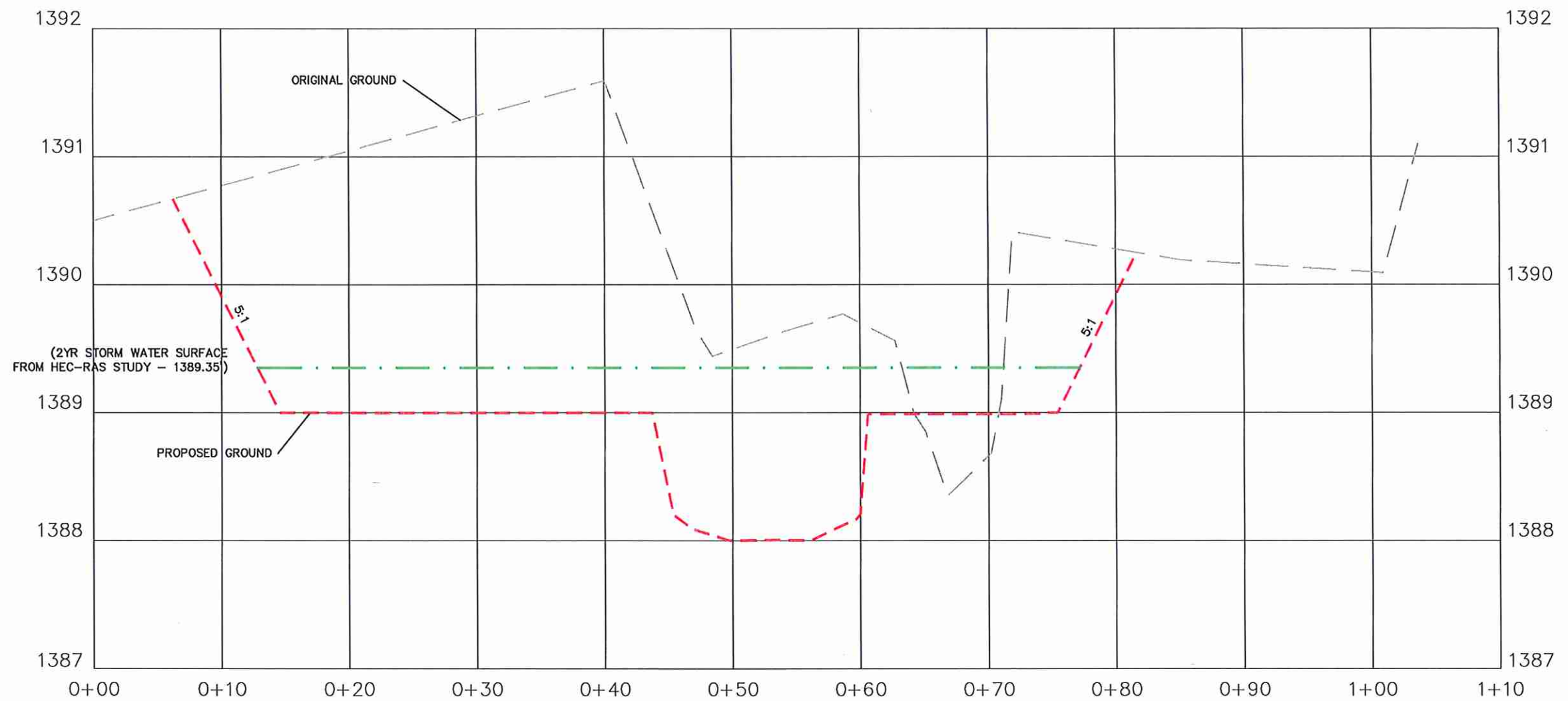
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**CROSS SECTION F-F'**

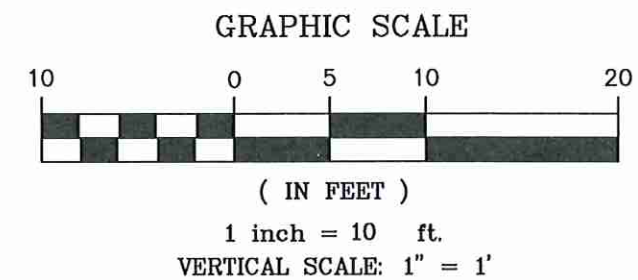
BLUE KNOB RUN  
JUNIATA TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA


REVISIONS:	CAD FILE:
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DATE:	12/15/2023
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DRAWN BY:	TML
SURVEYED BY:	TML/CW



STA. 17+76  
(G-G')





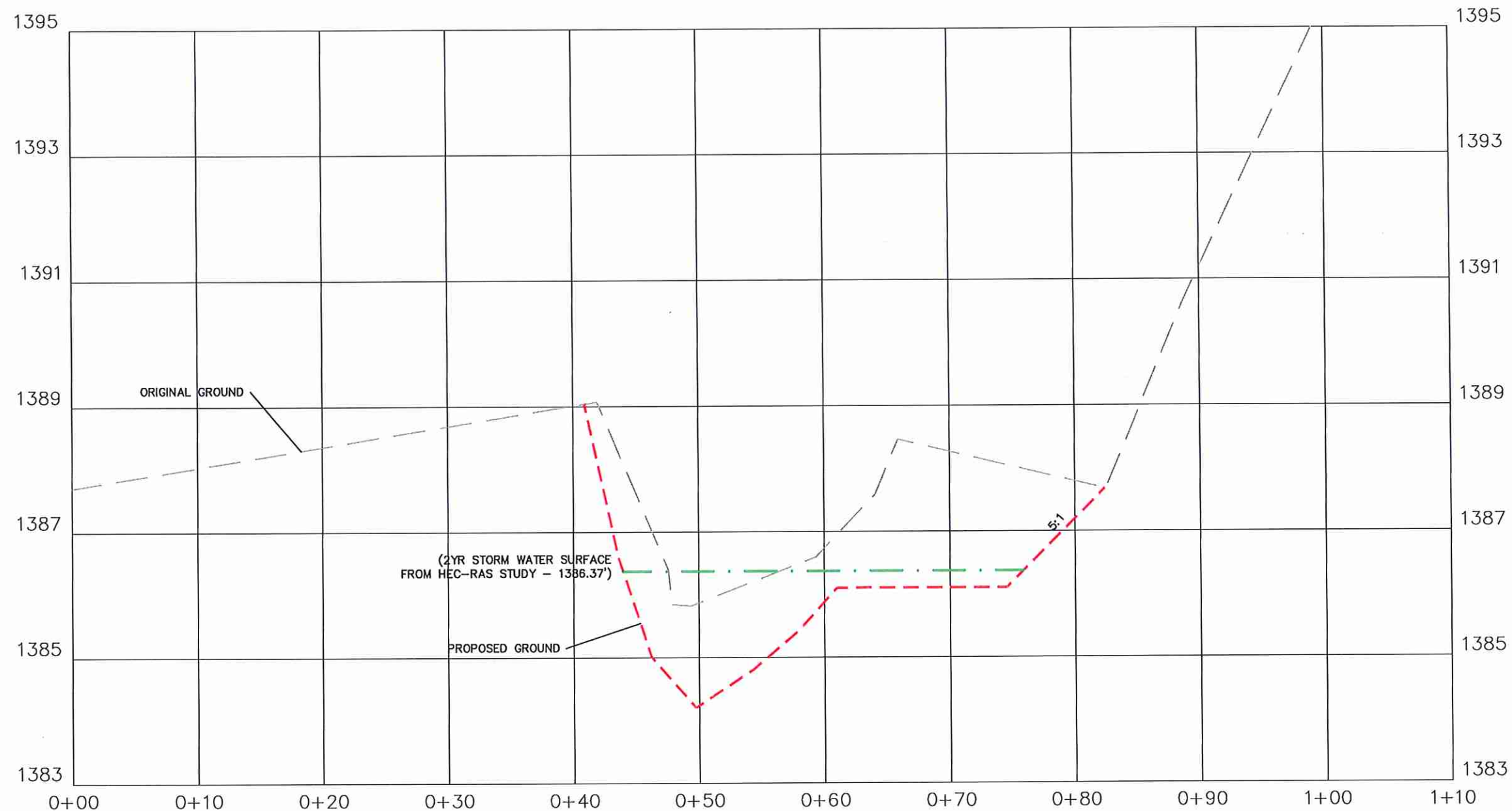
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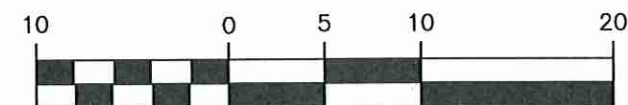
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STA. 18+62  
(H-H')

GRAPHIC SCALE



( IN FEET )

1 inch = 10 ft.

VERTICAL SCALE: 1" = 2'



CROSS SECTION H-H'

BLUE KNOB RUN  
JUNIATA TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

DATE:  
12/15/2023

DESIGNED BY:  
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DRAWN BY:  
TML

SURVEYED BY:  
TML/CW

REVISIONS:

REVISIONS PER PACK COMMENTS

9/9/2024

REVISIONS PER PACK COMMENTS

11/24/2024

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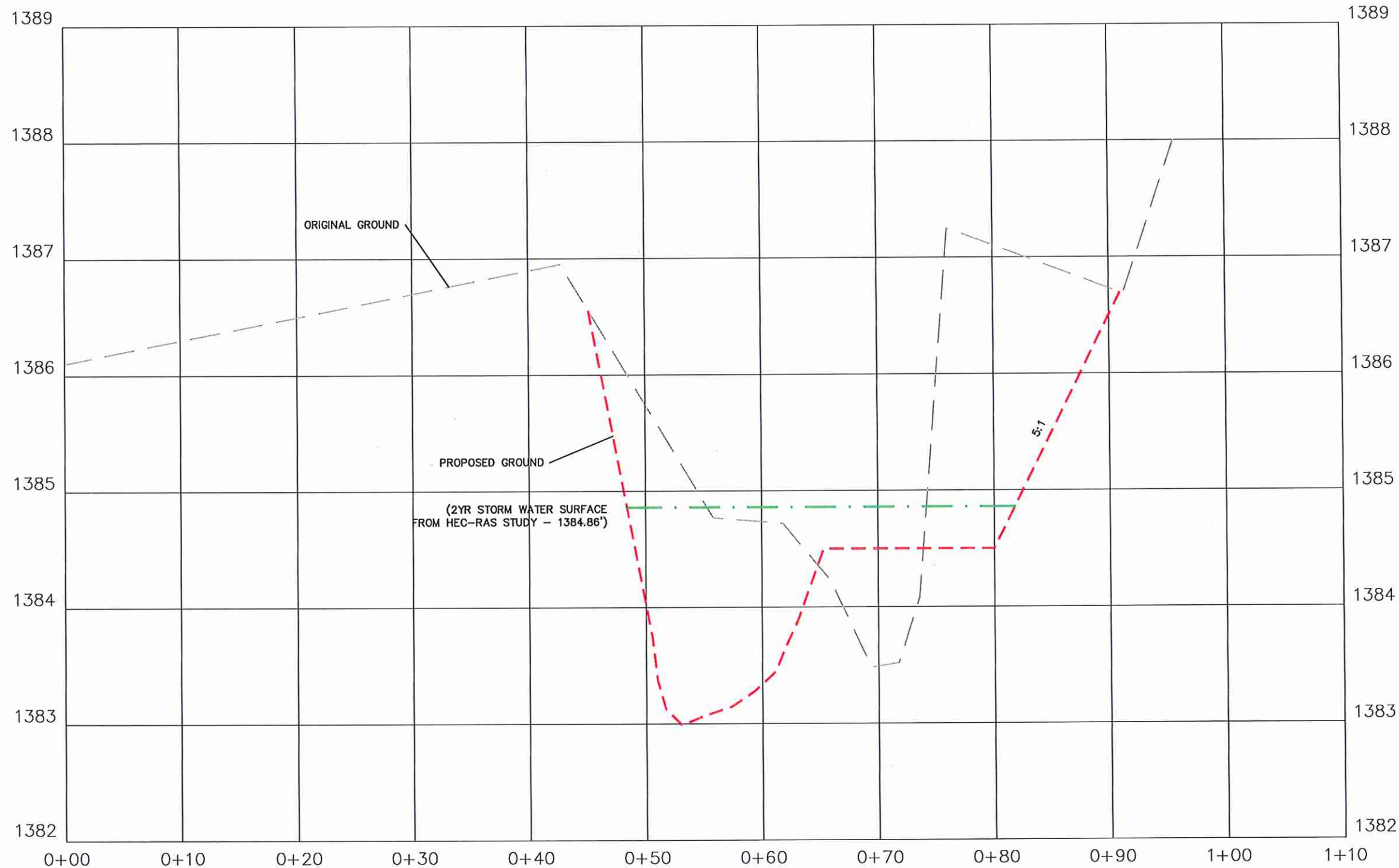
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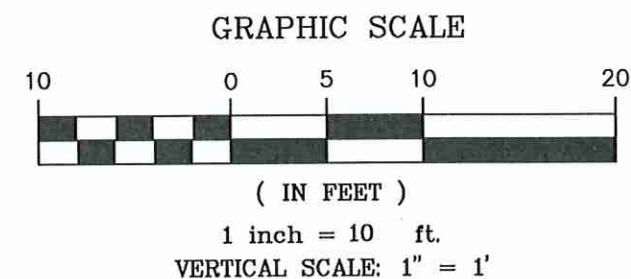
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STA. 19+40  
(I-I')

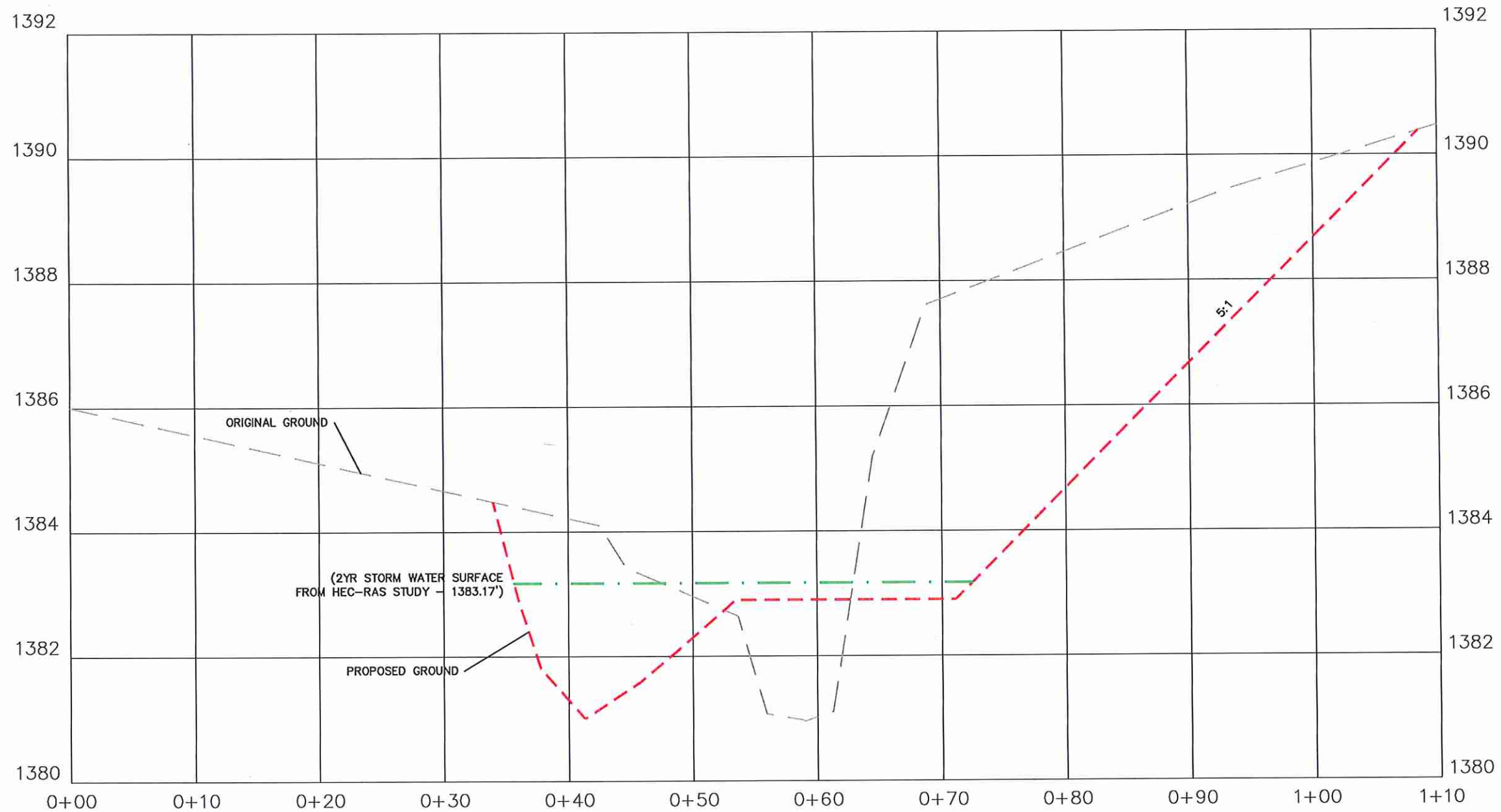




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CROSS SECTION I-I'	
BLUE KNOB RUN JUNIATA TOWNSHIP BLAIR COUNTY, PENNSYLVANIA	
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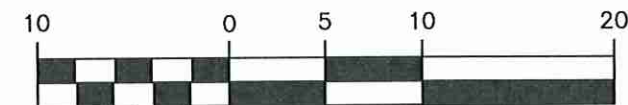




STA. 19+88  
(J-J')

NOTE: PROPOSED CHANNEL WAS MODIFIED BY EXTENDING THE BANKFULL BENCH ON THE RIVERBANK RIGHT AT ELEV. 1382.90', WHICH IS BELOW THE 2YR STORM WATER SURFACE ELEVATION (1383.14') FOR THIS CHANNEL. THE BANKFULL WIDTH IS NOW 35' WIDE, 5' GREATER THAN THE PREVIOUS DESIGN.

GRAPHIC SCALE



( IN FEET )

1 inch = 10 ft.

VERTICAL SCALE: 1" = 2'



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CROSS SECTION J-J'

BLUE KNOB RUN  
JUNIATA TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

DATE:  
12/15/2023

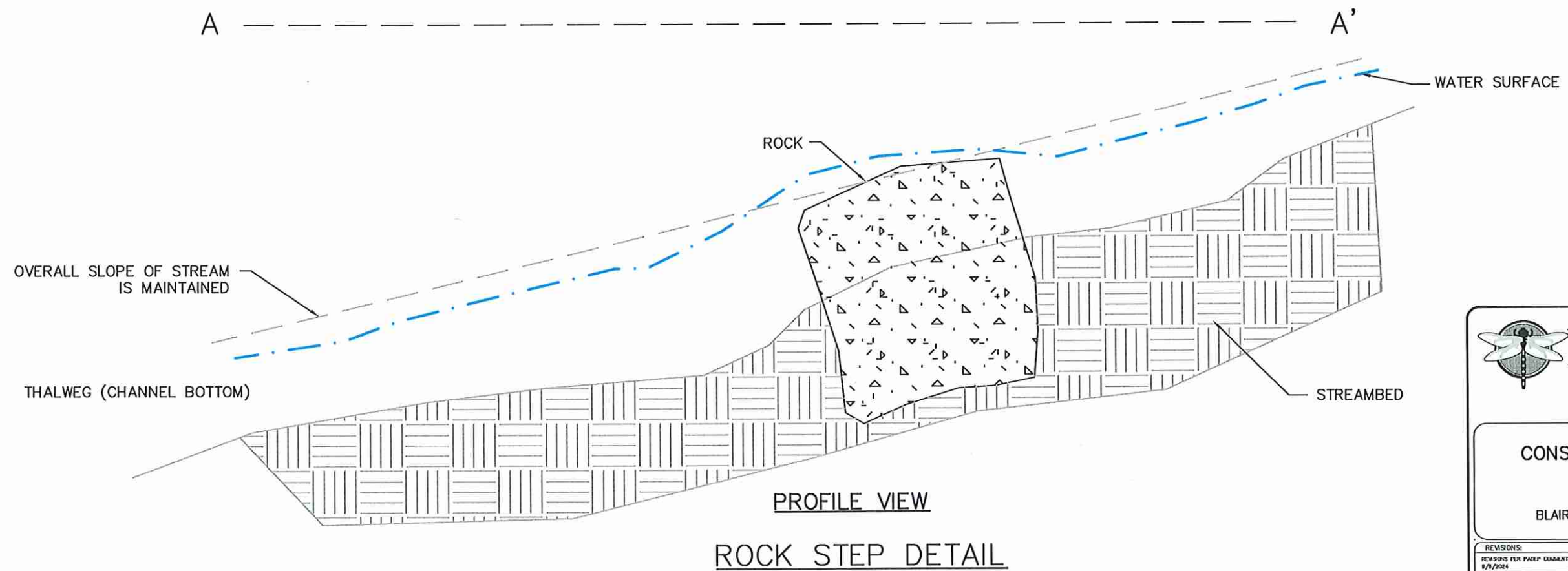
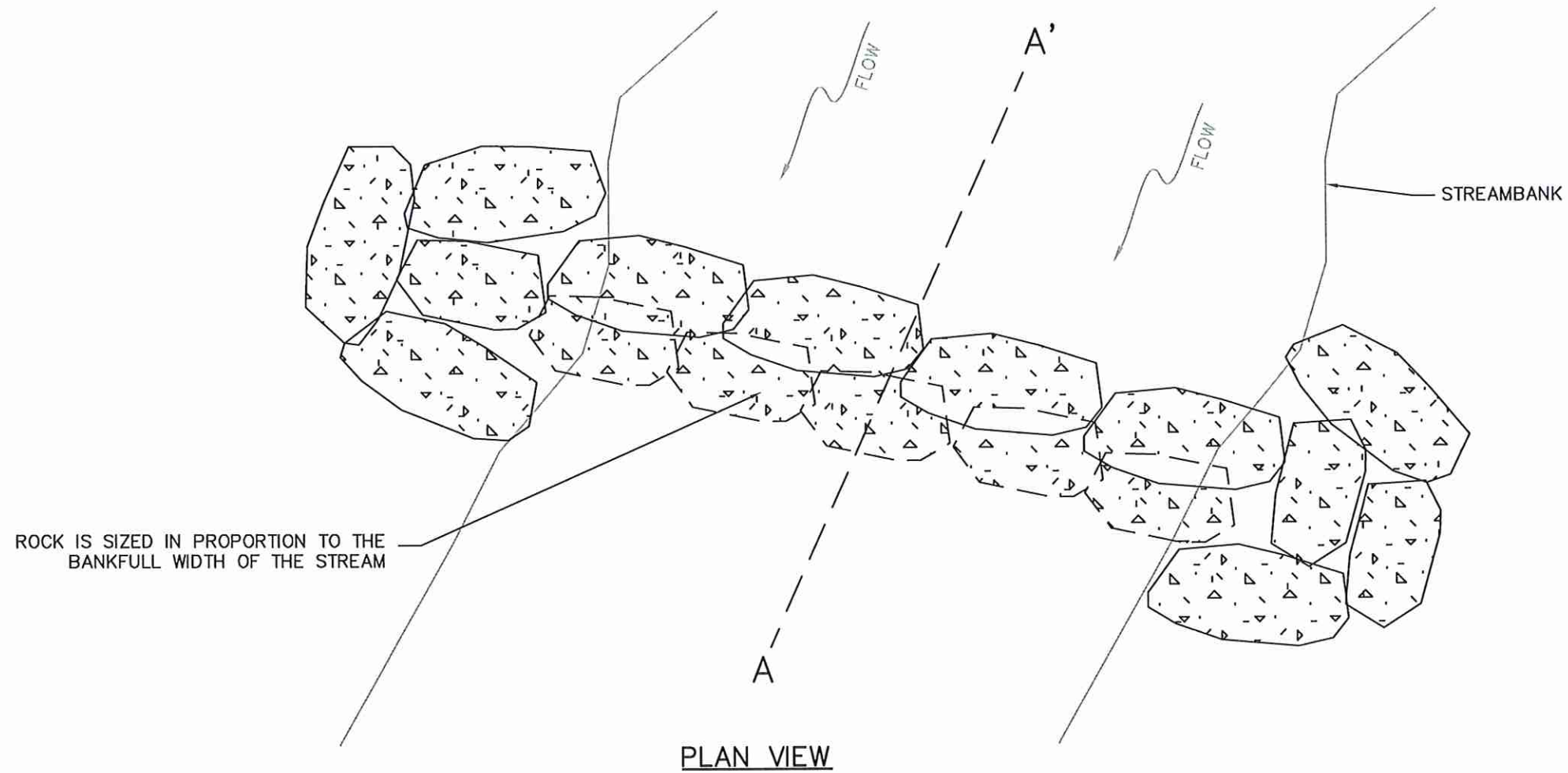
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9/9/2024  
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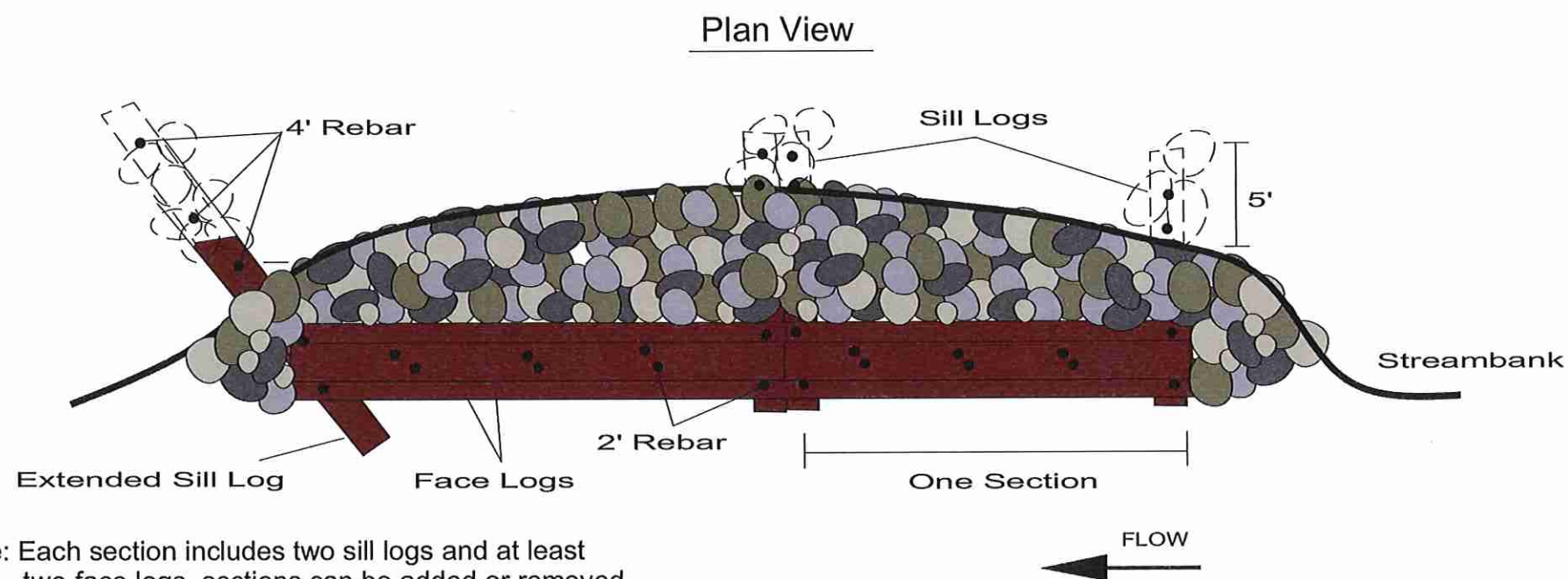


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<b>CONSTRUCTION DETAILS</b>		DATE: <b>12/15/2023</b>
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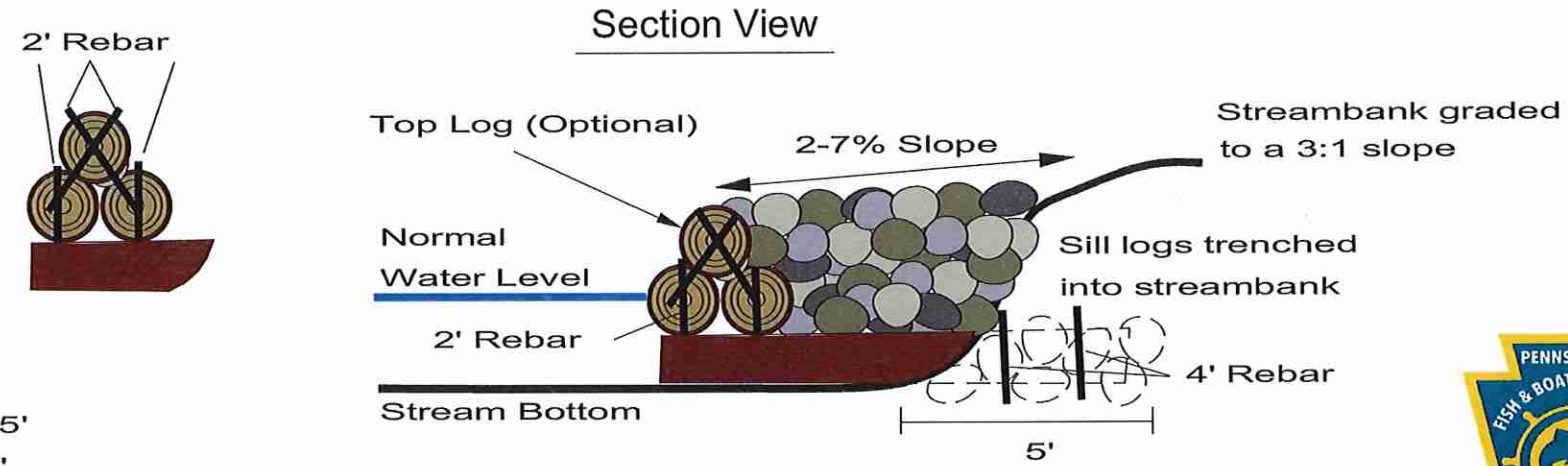


MODIFIED MUD SILL CRIBBING



Note: Each section includes two sill logs and at least two face logs, sections can be added or removed

Note: Ending section can have extended sill log



Sill Logs = 10-15'

Face Logs = 20'

Log Dia. = 8-12"

DHM, PFBC 2022

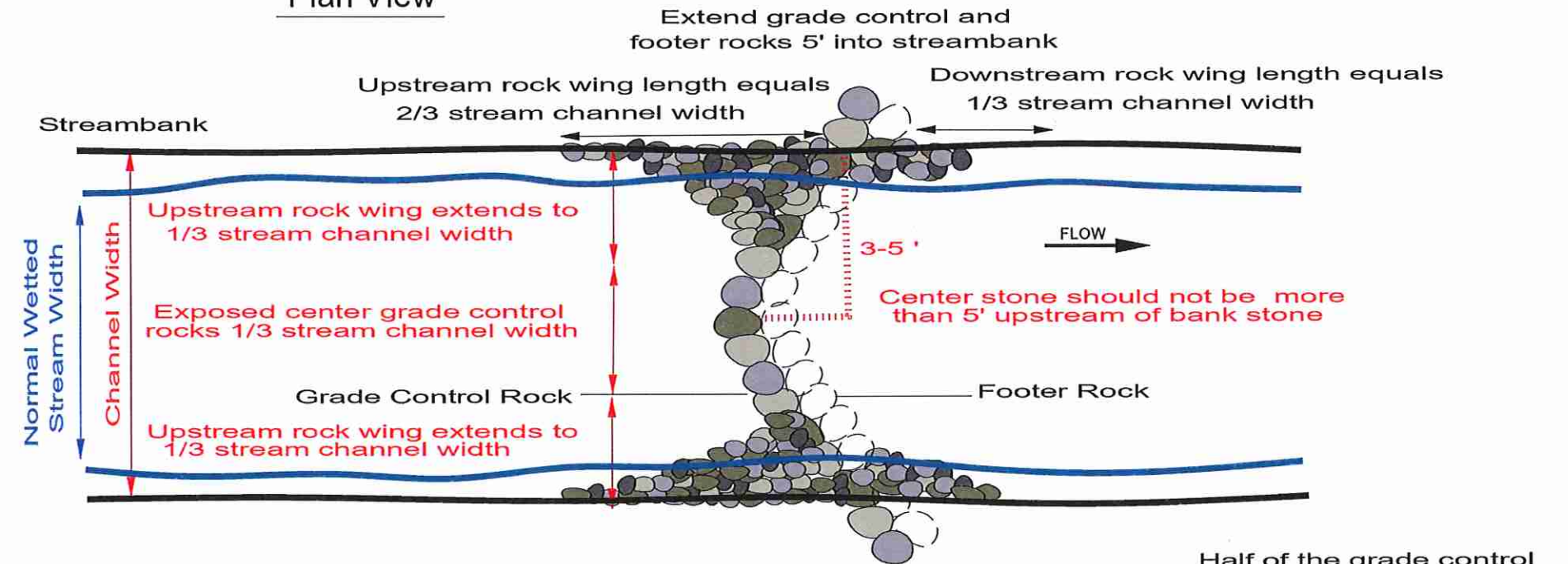


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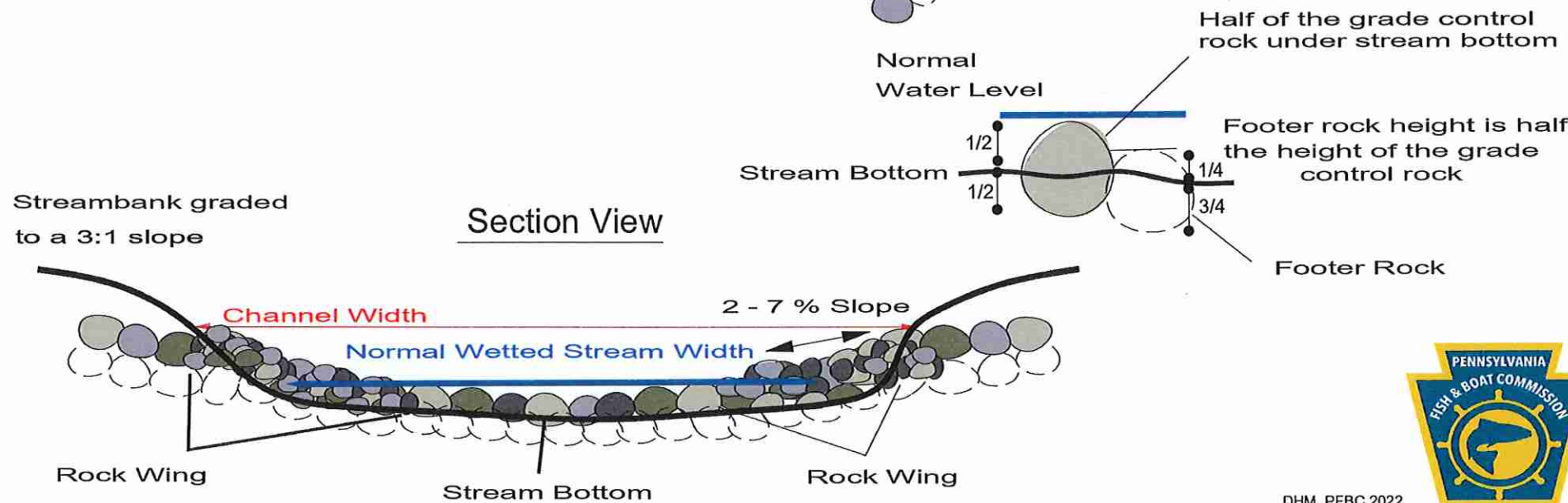
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ROCK CROSS VANE

Plan View



Section View



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BLUE KNOB RUN  
JUNIATA TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

DATE:  
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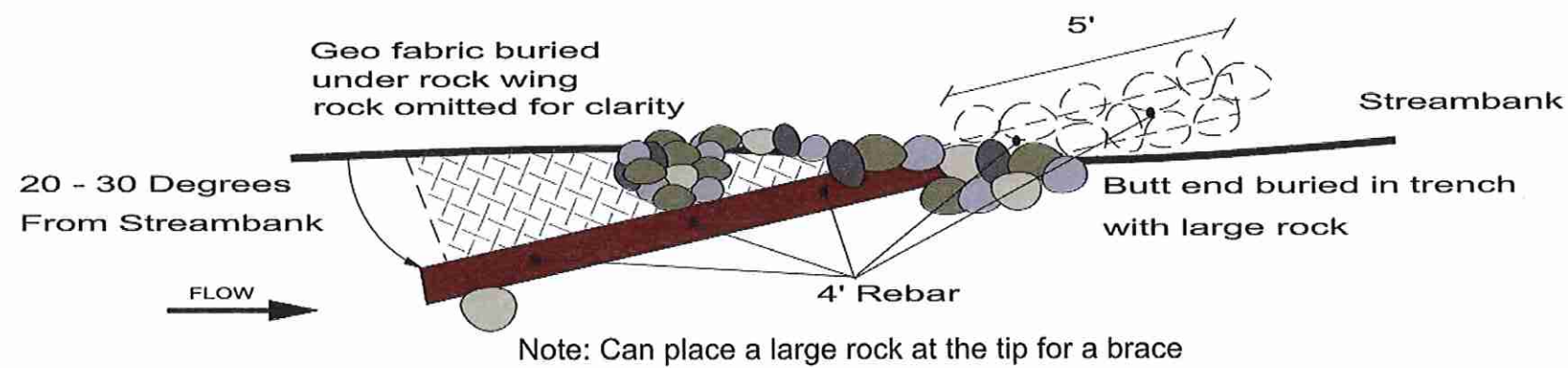
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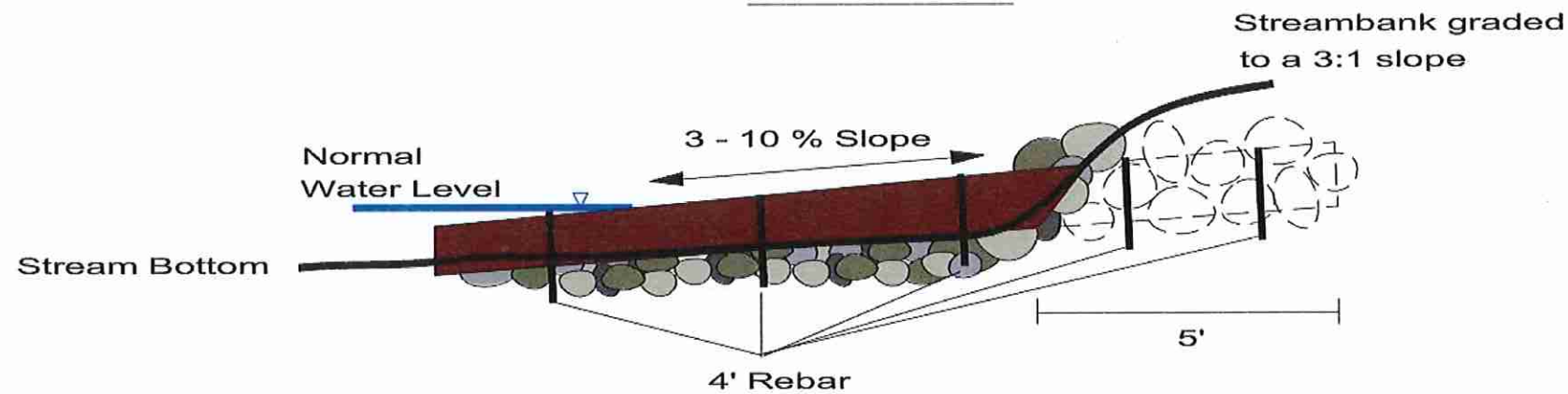


## SINGLE LOG VANE DEFLECTOR

Plan View



Section View



Log Length = 15-25'  
Log Dia. = 8-12"

DHM, PFBC 2022



### CONSTRUCTION DETAILS

BLUE KNOB RUN  
JUNIATA TOWNSHIP  
BLAIR COUNTY, PENNSYLVANIA

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