



## ANNOUNCEMENT – CONSTRUCTION BID

### Spencer Run Streambank Stabilization and Debris Jam Removal Project

The Blair County Conservation District (BCCD) – 1407 Blair Street Hollidaysburg, Pennsylvania is accepting bids to construct the Spencer Run – Streambank Stabilization Project located in Allegheny Township, Blair County, Pennsylvania. The project includes construction of approximately 236' of muddill, four log vane deflectors, approximately 236 feet of toe logs and rock fill, gravel bar removal, Erosion Control and Stabilization and 2 Timber Mat Crossings along Spencer Run in Blair County, PA. A proposal is also requested separately but with the intent that it will be completed during the same time period by the same contractor for a Debris Jam Removal consisting of minimal clearing of 450 LF and including 150 feet of Wetland Mats for access, Lump Sum Debris Removal and Disposal, Erosion Control and Stabilization.

This is a request for qualified contractors to provide full project bids on constructing the streambank stabilization improvements and the debris jam removal.

Work is to begin by **(Upon Execution of Agreement and when Satisfactory Conditions Exist)**  
Work is to be completed by **November 30, 2025**

See attached description of work to be performed.

Name of Firm: \_\_\_\_\_

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

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

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

NOTE: A signed W9 form will be required prior to payment.

Proposals can be Hand Delivered or Mailed in sealed envelope (three copies) and must be received by **3:00 PM September 5, 2025**. Deadline extensions may be granted at BCCD's discretion.

Address proposals to:

**Spencer Run - Bid**

**Blair County Conservation District**

**1407 Blair Street**

**Hollidaysburg, PA 16648**

**REQUEST FOR CONSTRUCTION BID**  
**Spencer Run – Streambank Stabilization and Debris Jam Removal**  
**August 8, 2025**

The Blair County Conservation District (BCCD), requests bids from qualified contractors to construct the Spencer Run – Streambank Stabilization and Debris Jam Removal Project. Bids will include full project bids for constructing the streambank stabilization project and a separate bid for the Debris Jam Removal (with the intent that it will be completed in the same time period by the same contractor) along Spencer Run, in Allegheny Township, Blair County, Pennsylvania.

**Scope:**

Blair County Conservation District and BluAcres, LLC has designed a streambank stabilization structures to stabilize a bank along Spencer Run on the David Weimer Property, located at 297 Spencer Creek Drive, Duncansville, PA 16635 (Allegheny Township, Blair County; 40.44742N / -78.44301W).

Stream Bank Stabilization Improvements Will Include:

- Constructing approximately 236' of Modified Mudsill.
- Construct four (4) Log Deflectors.
- Constructing approximately 236' of Toe Logs and associated rock fill and topsoil (Approximately 58 Tons of R5 and 14 CY of Topsoil).
- Provide Erosion Control and Stabilization.
- Provide 2 Timbermat Crossings to gain access to the main stream channel.

Debris Jam Removal Will Include:

- Minimal clearing of a forested area (approx. 450 LF) to create access to the debris jam.
- Placing and removing approximately 150 LF of Wetland Mats within the access to the debris pile.
- Removal and disposal of the woody debris making up the debris jam.
- Provide Erosion Control and Stabilization.

**Contractor must bid and be willing to complete both the Streambank Stabilization and Debris Jam Removal.**

**Timeframe:**

Work may begin upon execution of agreement and when conditions (Low Stream Flows) occur and must be completed by November 30, 2025.

**Site Showing:**

A **mandatory site showing and pre-bid meeting** will be conducted on August 21, 2025 at 10:30 AM beginning at Weimer's 764 Campground at 297 Spencer Creek Drive, Duncansville, PA 16635.

**Contractor's Contact Info:**

Please provide the following for contacting the Contracting Representative.

a. Phone Number: \_\_\_\_\_

b. e-mail address: \_\_\_\_\_

**General:**

Bid-Packages may be obtained electronically at [www.blairconservationdistrict.org](http://www.blairconservationdistrict.org) or at the Blair County Conservation District Office:

Blair County Conservation District

1407 Blair Street

Hollidaysburg, PA 16648

814.696.0877 x5 (o): [dfisher@blairconservationdistrict.org](mailto:dfisher@blairconservationdistrict.org)

**Proposal:**

Submit an original and two (2) copies of the written proposal, which should not be over six (6) pages in length. Please list only the equipment and personnel that will be made available for this work. The 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 itemize your bid prices in Attachment A titled "Weimer Property – Spencer Run Streambank Stabilization Project Bid Schedule" and Attachment B titled "Weimer Property – Spencer Run Debris Jam Removal" and complete with signature. **Both Attachments must be submitted with the intent to complete both projects.**
6. Provide a schedule for implementation.

*Those proposals not adhering to these instructions will be removed from consideration.*

**Evaluation and Selection:**

Proposals will be evaluated by the staff of BCCD and its designees.

BCCD reserves the right to designate secondary contractors and award work at its discretion.

**Submittal of Proposal:**

Proposals will be received by Hand Delivered or Mailed/Delivered envelope until **3:00 PM September 5, 2025.**

addressed to:

Donna Fisher

Blair County Conservation District

1407 Blair Street

Hollidaysburg, PA 16648

814.696.0877 x5 (o): [dfisher@blairconservationdistrict.org](mailto:dfisher@blairconservationdistrict.org)

**Electronic Proposals will not be accepted**

**General Requirements:**

1. **CONTRACTOR'S REPRESENTATIONS:** The contractor, by making a Bid, represents that (a) the contractor has read and understands the proposal documents, terms and conditions, and the bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, or services specified.

2. **SUBMISSION OF PROPOSALS:** The bid and other documents required to be submitted with the proposal shall be received via Hand Delivered or Mailed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the proposals and shall be identified as a "Sealed Proposal". Proposals shall be delivered and deposited at the designated location prior to the time and date for receipt of proposals. Proposals received after the time and the date for the proposal opening will be returned unopened. The vendor shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Prior to the time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the vendor and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.

4. **OPENING OF PROPOSALS:** Bids shall be opened by BCCD shortly after the time and date proposals are due.

5. **REJECTION OF PROPOSALS:** BCCD shall have the right to reject any and all bids, in whole or part; and to reject proposals not accompanied by data required by the bid documents; or to reject a bid, which is in any way incomplete or irregular.

6. **ACCEPTANCE OF PROPOSAL (AWARD):** It is the intent of BCCD to award a contract to the contractor who can demonstrate the necessary experience to complete the scope of work. BCCD shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which in the BCCD's judgment, is in the BCCD's own interests.

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

8. **PREVAILING WAGE:** Successful bidders will be required to comply with the PA Department of Labor and Industry, Prevailing Minimum Wage (Act 422 of 1961, P.L. 987 amended) if the bid exceeds the threshold of \$25,000.00.

9. **PAYMENT:** Upon satisfactory completion of the project and following a completion inspection by BCCD Staff and/or their designee, a lump sum payment shall be made within 30 days of receipt of an invoice.

10. **INSURANCE:** Before the issuance of a contract, and before commencing any Work, the Vendor shall furnish a certificate, satisfactory to BCCD, from each insurance company

showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation. The Blair County Conservation District and David Weimer must be listed as an "Additional Insured" on all policies.

- **INSURANCE:** Vendor shall furnish proof of coverage of Commercial General Liability Insurance. The minimum amount of insurance coverage required is \$1,000,000.
- **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:** Vendor shall furnish proof of Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the services agreed upon in this contract. The minimum amount of coverage required is \$1,000,000.
- **WORKMAN'S COMPENSATION INSURANCE:** per Pennsylvania statutory limits.

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

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

Before signing the contract, we require the following documents to be completed, signed, and submitted:

1. A completed Performance Bond Form #00610
2. A completed Payment Bond Form #00620
3. Certificate of Insurance

**13. CERTIFICATION REGARDING SUSPENSION, DEBARMENT AND INELIGIBILITY:** By signing a contract the chosen bidder believes to the best of its knowledge and belief, neither the contractor nor its principals are presently suspended, debarred, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals in the current LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS published by the U.S. Government's System for Award Management. The contractor shall provide for immediate written notice to the Blair County Conservation District if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

## Attachment A

### Weimer Property – Spencer 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>
<b>1. Mobilization</b>	Includes all necessary costs associated with mobilizing and demobilizing equipment to and from site.	LS	1		
<b>2. Modified Mudsill</b>	Includes all necessary costs associated with constructing the Mudsill.	LF	236		
<b>3. Single Log Vane Deflector (2 logs per vane)</b>	Includes all labor and equipment necessary to construct the Log Vane structure as specified.	EA	4		
<b>4. Toe Logs + Rock Fill for #2 (58 tons R5)</b>	Includes all labor and material necessary to construct the Toe Logs as shown in the spec. Toe Log #2 will need approx. 14 CY of topsoil to cover rock to create suitable ground to grow vegetation.	LF	236		
<b>5. Gravel Bar Removal</b>	Includes all labor and equipment to remove two gravel bars by excavating the rock material and store to use for constructing the Mudsills or Toe Logs.	Cu Yd	<20		
<b>6. Erosion Control and Seeding</b>	Includes all labor, material and equipment to control erosion onsite as deemed necessary and as specified by the Erosion and Sedimentation Control Plan. Including seeding the streambank and all disturbed areas for the effective control of potential erosion. (Coir-matting = approx. 3,500 sq.ft.)	AC	1		
<b>7. Timbermat Crossings</b>	Includes all labor, equipment, and materials necessary to install and remove appropriate bridgemats for crossing tributaries to gain access to main stream channel.	EA	2		
<b>SUBTOTAL=</b>					

**Please complete the information on the back of this bid sheet, sign and date.**

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

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

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

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

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

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

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

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

## Attachement B

Weimer Property – Spencer Run

Debris Jam Removal

### 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>
<b>1. Mobilization</b>	Includes all necessary costs associated with mobilizing and demobilizing equipment to and from site. (Mob and Demob will only be considered for payment IF this work is done entirely separate from the streambank restoration project).	LS	1		
<b>2. Place Wetland mats to gain access to stream channel</b>	Includes all necessary costs associated with placing wetland mats and removing them whenever project is complete.	LF	150		
<b>3. Removal of Debris Jam</b>	Includes all labor and equipment necessary to remove the woody material making up debris jam.	LS	1		
<b>5. Cutting of Access Road Through Forested Area</b>	Includes all labor and equipment to create access road through the forested area to reach the stream.	LS	1		
<b>6. Erosion Control and Seeding &amp; Compost Filter Sock</b>	Includes all labor, material and equipment to control erosion onsite as deemed necessary and as specified by the plan view. Including Compost Filter Sock, and stabilizing the access road upon completion of work.	AC	0.5		
SUBTOTAL=					

**Please complete the information on the back of this bid sheet, sign and date.**

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

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

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

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

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

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

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

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



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

Project Name:	Spencer Run Stabilization and Debris Jam Removal
General Description:	Installation of instream structures to minimize erosion and stabilize streambanks. Provide access and remove and appropriately dispose of woody debris from stream channel that has created a blockage.
Project Locality	Allegheny Township
Awarding Agency:	Blair County Conservation District
Contract Award Date:	9/15/2025
Serial Number:	25-07715
Project Classification:	Heavy/Highway
Determination Date:	8/8/2025
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**

<b>Project: 25-07715 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Asbestos & Insulation Workers	8/1/2024		\$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	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)	1/1/2024		\$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
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



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

<b>Project: 25-07715 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
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)	7/1/2024		\$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)	7/1/2024		\$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)	7/1/2024		\$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	1/1/2025		\$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
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

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

<b>Project: 25-07715 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
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)	1/1/2025		\$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)	1/1/2025		\$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: 25-07715 - 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)	1/1/2024		\$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
Operators (Class 02 -see notes)	1/1/2024		\$38.33	\$24.03	\$62.36



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

Project: 25-07715 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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)	1/1/2024		\$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)	1/1/2024		\$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)	1/1/2024		\$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	1/1/2024		\$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	1/1/2024		\$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)	6/1/2024		\$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)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2025		\$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)	1/1/2025		\$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)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41

**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 – **Spencer Run Streambank Stabilization and Debris Jam Removal Project** on property owned by David Weimer. This contract and any time frames associated with this contract are solely for the purpose of the **Spencer Run Streambank Stabilization and Debris Jam Removal** 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 by November 30, 2025, unless mutually extended by the Project Funder.
- 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 \$ XXXX and attached hereto as an exhibit.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

- 6.01 Submittal and Processing of Payments
- A. Contractor shall submit an Application for Payment (Invoice) specific to the Work to be completed through this agreement. Application for Payment (Invoice) will be processed by the Blair County Conservation District.
- 6.02 Lump Sum - Final Payment
- A. Upon final completion and acceptance of the Work, Project Funder shall pay the Contract Price as recommended by the Blair County Conservation District. Project Funder will attempt to make payment to Contractor within 30 days of the acceptance of the Application for Payment (Invoice) by the Project Funder.

#### **ARTICLE 7 – INTEREST**

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

#### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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



and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

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

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. Invitation to Bid or Advertisement
  - 2. This Agreement (pages 1 to 5, inclusive).
  - 3. Performance bond.
  - 4. Payment bond.
  - 5. Other bonds - None
  - 6. Drawings (not attached but incorporated by reference) consisting of two packages the first with 10 sheets with each sheet bearing the following general title: Spencer Run Restoration and the second with 1 sheet bearing the following general title: Plan View Debris Removal Spencer Run Restoration.
  - 7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (Attachment A and B).
  - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Project Funder, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Project Funder of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Project Funder, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Certification Regarding Suspension, Debarment and Ineligibility: To the best of its knowledge and belief, neither the contractor nor its principals are presently suspended, debarred, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals in the current LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS published by the U.S. Government's System for Award Management. The contractor shall provide for immediate written notice to the Blair County Conservation District if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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 00610

## PERFORMANCE BOND

CONTRACTOR (*name and address*):

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

OWNER (*name and address*):

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

### BOND

Bond Number:

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

Amount:

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

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

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. Definitions

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

END OF SECTION



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