



November 28, 2023

CONTRACT NO. 1795

Inverted Siphon Cleaning 2024

ADDENDUM NO. 3

All bidders bidding Contract No. 1795 shall read and take note of this Addendum No. 3. The Contract Documents for **Contract No. 1795 – Inverted Siphon Cleaning 2024** are hereby revised and/or clarified as stated below.

**Acknowledgement of Contract No. 1795: Addendum No. 3**

The Acknowledgement attached to Addendum No. 3 is to be signed and returned immediately via email to **Kathleen P. Uniatowski** at [contact.clerks@alcosan.org](mailto:contact.clerks@alcosan.org) and included with Bidder's proposal.

**Members of the Board**

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A handwritten signature in blue ink, appearing to read "MLichte", is written over a horizontal line. To the right of the signature, the word "FOR" is written in blue capital letters.

Michael Lichte, P.E.  
Director – Regional Conveyance

**ACKNOWLEDGEMENT OF  
CONTRACT 1795  
INVERTED SIPHON CLEANING 2024**

**ADDENDUM NO. 3**

**FIRM NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

**ALLEGHENY COUNTY SANITARY AUTHORITY  
PITTSBURGH, PENNSYLVANIA**

**CONTRACT NO. 1795  
INVERTED SIPHON CLEANING 2024**

**ADDENDUM 3  
November 28, 2023**

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This Addendum 3 consists the following attachments:

Attachment A – Questions and Answers

Attachment B – Revised Article 2

**ATTENTION BIDDERS**

The following additions to and modifications of the Procurement Contract Documents will be included in and become part of the Contract for the Allegheny County Sanitary Authority (ALCOSAN) – **INVERTED SIPHON CLEANING 2024**. Bidders are instructed to take the following into account in rendering any Bid for this work.

The Bidder is responsible for verifying that he/she has received and reviewed all of the pages of the Procurement Contract Documents as well as all of the pages and attachments of all addenda. The Bidder shall verify all pages with the table of contents in the Procurement Contract Documents and the first page of all Addenda. Receipt of this Addendum 3 must be noted on the Bid Form. These items modify the portions of the documents specifically noted; all other provisions of the Procurement Contract Documents shall remain in effect.

**THIS ADDENDUM 3 SHALL BE FASTENED TO THE PROCUREMENT CONTRACT DOCUMENTS AND SUBMITTED WITH THE BID FOR WORK INCLUDED UNDER THIS CONTRACT**

1. **CHANGES TO THE FRONT END SPECIFICATIONS**

- 1.1 In DESCRIPTION OF BID ITEMS, Article 2, Section 2.4, ITEM NO. 2 SEWER PIPE CLEANING AND DEBRIS REMOVAL, ALL PIPES AND SIZES, **DELETE** the quantity of “10 tons” each time it appears in this bid item description and **ADD** the quantity of “30 tons”, located in paragraph 2, sentences 2 and 3.
- 1.2 In DESCRIPTION OF BID ITEMS, Article 2, Section 2.4, ITEM NO. 3-27: SONAR INSPECTION OF SIPHONS IN CHARTIERS CREEK AND SAW MILL RUN, ALL DIAMETER, **DELETE** the last sentence “This work includes five initial passes with a jetter.” located in the first paragraph under this item description.
- 1.3 In DESCRIPTION OF BID ITEMS, Article 2, Section 2.4, ITEM NO. 31: SONAR INSPECTION OF RIVER CROSSING M-34, **DELETE** the last sentence “This work includes five initial passes with a jetter.” located in the first paragraph under this item description.

**INDEX OF ATTACHMENTS**

ATTACHMENT A: QUESTIONS AND ANSWERS (1 page)

ATTACHMENT B: REVISED ARTICLE 2 (30 pages)

**ATTACHMENT A: QUESTIONS**

**DISCUSSION: QUESTIONS AND ANSWERS**

1. **Question:** In pay item description “**ITEM NO. 3-27: SONAR INSPECTION OF SIPHONS IN CHARTIERS CREEK AND SAW MILL RUN, ALL DIAMETER**” references work includes five initial passes with a jetter and also that any cleaning or debris removal shall be under Item 2. Are the five initial passes with a jetter to be considered as “cleaning” and capture and removal of any debris, or would it be considered as incidental? Is the intent to use sonar to inspect and quantify any debris levels prior to any jetting or “cleaning” that may be required? Same question of pay item description for **ITEM NO. 31: SONAR INSPECTION OF RIVER CROSSING M-34.**

**Answer:** **Items 3-27 and 31** include performance of sonar inspections to identify the debris levels in each siphon and the river crossing prior to cleaning or jetting. The owner will review the inspection submissions and decide if the siphon or river crossing requires cleaning. Any cleaning of siphons or the river crossing will be **as directed by owner**. If asked to proceed with cleaning by the owner, this will be considered incidental to **Item 2 Sewer Pipe Cleaning and Debris Disposal**. The “five initial passes with a jetter” will be part of the cleaning described in Item 2 and Section 02650 – Sanitary Pipeline Cleaning. **The bid item description for Item 3-27 and 31 have been revised** to remove the sentence reading “This work includes five initial passes with a jetter.” for improved clarity. Please see Section 1 of this Addendum and Attachment B for revised Article 2.

2. **Question:** In pay item description “**ITEM NO. 3-27: SONAR INSPECTION OF SIPHONS IN CHARTIERS CREEK AND SAW MILL RUN, ALL DIAMETER**” references work includes five initial passes with a jetter. In pay item description “**ITEM NO. 28-30: INSPECTION OF UPPER MONONGAHELA, ALL DIAMETER**” there is no reference to work including five initial passes with jetter? Is the intent to inspect prior to any jetting or cleaning, or to provide five initial passes with jetter, as listed in Pay **ITEM NO. 3-27 and ITEM NO.31**?

**Answer:** As stated above in the response to Question 1, any cleaning (including passes with a jetter) will be **as directed by owner** following review of inspection submissions, and will be considered incidental to **Item 2 Sewer Pipe Cleaning and Debris Disposal**. **The bid item description for Item 3-27 and 31 have been revised** to remove the sentence reading “This work includes five initial passes with a jetter.” for improved clarity. Please see Section 1 of this Addendum and Attachment B for revised Article 2.

**ATTACHMENT B: REVISED ARTICLE 2**



**ARTICLE 2**  
**INFORMATION FOR BIDDERS**

**ARTICLE 2  
INFORMATION FOR BIDDERS**

		Page
2.1	DEFINED TERMS .....	2-1
2.2	GENERAL .....	2-1
2.3	LOCATION AND DESCRIPTION OF WORK .....	2-2
2.4	DESCRIPTION OF BID ITEMS.....	2-2
2.5	BYPASS-PUMPING .....	2-11
2.6	DEBRIS DISPOSAL.....	2-12
2.7	SUBMISSION AND OPENING OF BIDS .....	2-13
2.8	SUPPLEMENTARY INFORMATION PACKAGE.....	2-13
2.9	SPARE PARTS AND SPECIAL TOOLS .....	2-14
2.10	AWARD, CONTRACT EXECUTION AND NOTICE TO PROCEED .....	2-14
2.11	CONTRACT DOCUMENTS .....	2-15
2.12	“OR-EQUAL” ITEMS.....	2-15
2.13	ALTERNATE ITEMS .....	2-16
2.14	QUESTIONS REGARDING CONTRACT DOCUMENTS/ERRORS .....	2-16
2.15	REFERENCE INFORMATION .....	2-16
2.16	BIDDERS TO INVESTIGATE .....	2-17
2.17	APPROXIMATE ESTIMATE OF QUANTITIES.....	2-17
2.18	ACKNOWLEDGEMENT OF ADDENDA .....	2-19
2.19	RISK OF LOSS / BID PRICES .....	2-19
2.20	TAX EXEMPTIONS .....	2-19
2.21	BID SECURITY / CONTRACT EXECUTION.....	2-19
2.22	WITHDRAWAL OR MODIFICATION OF BIDS.....	2-20
2.23	MORE THAN ONE BID .....	2-21
2.24	ALTERATION OF BIDS AND DOCUMENTS.....	2-21
2.25	RIGHT TO REJECT OR ACCEPT BIDS .....	2-21
2.26	QUALIFICATIONS AND EXPERIENCE OF BIDDERS .....	2-21

2.27 MINORITY AND WOMEN’S BUSINESS ENTERPRISE AND  
LABOR SURPLUS AREA POLICY ..... 2-22

2.28 FICTITIOUS NAME REGISTRATION ..... 2-23

2.29 NON-PENNSYLVANIA CORPORATIONS ..... 2-23

2.30 PRE-BID CONFERENCE ..... 2-23

2.31 PATENTS AND PROPRIETARY RIGHTS ..... 2-23

2.32 MATERIALS ..... 2-24

2.33 LIST OF MAJOR SUBCONTRACTORS / SUPPLIERS ..... 2-24

2.34 NEW OR REMANUFACTURED EQUIPMENT ..... 2-24

2.35 ALCOSAN CONSENT DECREE ..... 2-24

2.36 SAFETY: OCCUPATIONAL SAFETY AND HEALTH  
ADMINISTRATION (OSHA) STANDARDS ..... 2-25

2.37 CONFINED SPACE ENTRY REQUIREMENTS ..... 2-25

2.38 ACCESS TO WORK AREAS ..... 2-25

2.39 SPECIAL NOTICE REGARDING MAINTENANCE AND  
PROTECTION OF TRAFFIC ..... 2-25

2.40 COMPLIANCE WITH LAWS ..... 2-25

2.41 ACCESS TO MANHOLES AND DIVERSION STRUCTURES ..... 2-26

2.42 PROPERTY CLEANING ..... 2-26

2.43 CONTRACTOR NOT TO OPERATE EXISTING VALVES AND/OR OTHER  
EXISTING SYSTEM APPURTENANCES ..... 2-26

2.44 SPECIAL NOTICE REGARDING WATER USE ..... 2-26

2.45 PROJECT LABOR AGREEMENT AND LETTER OF ASSENT ..... 2-26

**ATTACHMENT A – LABOR STABILIZATION AGREEMENT..... 2A-1**

2.1 DEFINED TERMS

The terms used in this Information for Bidders have the meanings assigned to them in **Article 3**, General Contract Conditions (the "General Conditions").

Certain additional terms used in the Bidding Documents have the meanings indicated below which are applicable to both the singular and plural thereof.

- A. APPARENT LOW BIDDER is the responsible, responsive bidder whose bid as offered in the bid form represents the lowest total as determined by the Base Bid.
- B. BASE BID is the total of the Bid for the Lump Sum Work, plus the amount for any Unit Price Work if applicable. No consideration will be given to additive or deductive alternates or other credits in determining the Base Bid.
- C. BID refers to all materials, items and documents included in the Bidder's response to the Owner submitted pursuant to the Contract Documents.
- D. BIDDER is one who submits a Bid to the Owner as distinct from a sub-bidder, who submits a Bid to a Bidder.
- E. CONSENT DECREE is the legal Consent Decree as approved by ALCOSAN, United States Environmental Protection Agency (EPA), Commonwealth of Pennsylvania Department of Environmental Protection (PaDEP), and the Allegheny County Health Department and entered on January 23, 2008.
- F. SUCCESSFUL BIDDER is the lowest, responsible and responsive Bidder to whom the Owner (based on the Owner's evaluation as hereinafter provided) makes an award.

2.2 GENERAL

The information contained in this **Article 2** of the Contract Documents describes the proper form and method for submitting Bids and the accompanying security to the Allegheny County Sanitary Authority (hereinafter referred to as the "Owner") and provides certain general information regarding the award of the Contract.

Certain provisions throughout this Article may reference certain consultants retained by the Owner such as the Construction Manager, the Consulting Engineer or Final Design Consultant and the Engineering Program Manager and to certain of their duties and responsibilities.

It is a condition to the Owner's evaluation of the Bid and possible award of the Contract that the Bidder carefully examine all of the Contract Documents and completely satisfy itself as to the nature and location of the Work and all Job Site conditions that may affect performance of the Work. Submission of the Bid by the Bidder is a representation by the Bidder that it has satisfied itself with respect to the foregoing.

Unless all Bids are rejected, and except as otherwise provided by law, award will be made to the lowest responsive and responsible Bidder. The Owner reserves the right to award by item or on a total Lump Sum Price basis, whichever is deemed most advantageous to the Owner. In cases of discrepancies in prices, the unit price will be binding. In any discrepancy between words and figures, the words will take precedence. For Lump Sum Bids that include an itemized breakdown, the low Bid will be based on the stated Lump Sum Price and the Owner is not required to consider the total value of the itemized breakdown.

The Contract Documents shall be interpreted, construed and enforced in accordance with all applicable laws and regulations of the Commonwealth of Pennsylvania.

### 2.3 LOCATION AND DESCRIPTION OF WORK

The Work to be done as specified here in **CONTRACT NO. 1795, INVERTED SIPHON CLEANING 2024**, (referred to as the "Work") specifically includes sonar inspection and, as directed, cleaning of specified siphons, as well as inspection and, as directed, cleaning of specified pipe segments in the Upper Monongahela Interceptor. The detailed scope of work can be found in **Section 01010** Summary of Work.

### 2.4 DESCRIPTION OF BID ITEMS

The following is a general description of the tasks to be completed under this Contract.

All prospective bidders are advised that access to the various sites is for information only, and the bidder should make any investigation necessary to satisfy himself/herself of the existing conditions. Furthermore, the successful bidder will be responsible for providing the means necessary to access the sites to accommodate his operations at no additional cost to the Owner.

Work needs may necessitate the need for more than one inspection rig or Hydrovac truck with a large CFM capability. The contractor will be required to dewater all collected debris material prior to taking it to an approved landfill and this will require temporary facilities and sealed containers for storage. Arrangements should be made to keep stored debris material separate from materials collected for any other work. The debris containers must be available for material inspection by the CM and the Owner.

The actual amount of work completed for each pay item may be more or less than the quantity estimated in the Bid Form. Payment will be made according to the quantity of work completed at the respective unit price provided in the Bid Form unless otherwise described below.

Items identified with a "C" prefix (e.g., C-7, C-8, etc.) are contingent items to be used as needed, and the Owner makes no guarantee as to the fulfillment of these contingent items' quantities. These items shall be performed without any per use minimum quantities.

**ITEM NO. 1 – MOBILIZATION / DEMOBILIZATION, BONDS AND INSURANCE (NOT TO EXCEED 5% OF TOTAL BID PRICE)**

The amount for “MOBILIZATION / DEMOBILIZATION, BONDS AND INSURANCE” shall be bid on a LUMP SUM (LS) basis not to exceed **5%** of the sum of the total base bid price for **Item No. 1 – 31** and contingent **Item No. C-28 – C-42**. Mobilization / Demobilization shall consist of costs associated with providing initial services required to mobilize for, commence work and demobilize for each siphon on this project, as described in the Contract Documents. Associated costs include, but are not limited to, obtaining all required insurance, bonds and permits; preparatory work and operations necessary for the movement of personnel, equipment, supplies, labor and other incidentals to the work; preparation of construction schedules; sample reports; submittals; health and safety plan; and all other work which must be performed, or cost incurred prior beginning work.

The Contractor may request payment for up to **25%** of the Mobilization/Demobilization cost in the first invoice; **60%** over the remaining invoices based on the percentage of work completed, excluding the final invoice; and **15%** on the final invoice. The total payment amount for this Bid Item will only be made for **5%** of the total work completed.

**ITEMS NO. 2 SEWER PIPE CLEANING AND DEBRIS REMOVAL, ALL PIPES AND SIZES**

The unit price for “SEWER PIPE CLEANING AND DEBRIS REMOVAL, ALL PIPES AND SIZES” shall include all necessary labor, equipment, and materials required to clean sewer lines, capturing and collecting debris for disposal at an approved disposal site. Each load disposed shall be accompanied by an executed manifest and weigh slip. This item is applicable to all cleaning efforts as specified in this Contract, and shall be performed in accordance with SECTION 02650 – SANITARY PIPELINE CLEANING.

Measurement for payment of this item shall be based on the weight of debris at the disposal site scale, subject to a paint filter test and certified weigh slips from an approved disposal site. An estimate of 30 tons has been set aside for the quantity of debris removal. The tonnage of debris removed may be more and will be paid at the unit price rate; the amount of debris removed, however, may be less than the 30-ton amount set aside. No further compensation will be paid for debris that does not satisfy the quantity.

This item includes all labor, materials, equipment, and all other incidental work necessary to mobilize to the sites, conduct step-cleaning as heavy or light cleaning, remove the debris from the pipes, haul debris to disposal site, and then demobilize. Any roll off boxes, storage sites, hauling services, disposal fees, other labor, equipment and/or materials shall be considered incidental. The Contractor shall be

responsible for keeping debris separated from debris not part of this work, particularly if the debris is stored somewhere other than the worksite.

Payment shall be based on the unit price PER TON (TONS).

**ITEM NO. 3-27: SONAR INSPECTION OF SIPHONS IN CHARTIERS CREEK AND SAW MILL RUN, ALL DIAMETER**

The unit price for “SONAR INSPECTION OF SIPHONS IN CHARTIERS CREEK AND SAW MILL RUN, ALL DIAMETER” item shall include all superintendence, labor, materials, equipment, traffic control, and services described in the specifications or otherwise required to entirely complete all contract work associated with this bid item.

The inspection of pipes will be completed one segment at a time, beginning and ending at the center of each manhole. The inspection of these siphon pipes shall be performed without any dewatering to ensure a full pipe. Record observations and adapt them to PACP coding for pipe condition assessment. Any cleaning or debris removal shall be under **Item 2**.

Payment quantities for this bid item shall be determined based on the total horizontal in-place measurement of the siphon pipes traversed and inspected.

The CONTRACTOR will be paid for lengths actually inspected by sonar and meeting the inspection requirements. No payment will be made for subsequent sonar inspections.

Payment shall be PER LINEAR FOOT (LF).

**ITEM NO. 28-30: INSPECTION OF UPPER MONONGAHELA, ALL DIAMETER**

The unit price for “INSPECTION OF UPPER MONONGAHELA, ALL DIAMETER” item shall include all superintendence, labor, materials, equipment, traffic control, and services described in the specifications or otherwise required to entirely complete all contract work associated with this bid item.

The inspection of pipes will be completed one segment at a time, beginning and ending at the center of each manhole. The inspection of these pipes shall be performed without any dewatering to ensure a full pipe. Record observations and adapt them to PACP coding for pipe condition assessment. Any cleaning or debris removal shall be under **Item 2**.

Payment quantities for this bid item shall be determined based on the total horizontal in-place measurement of the pipes traversed and inspected.

The CONTRACTOR will be paid for lengths actually inspected and meeting the inspection requirements. No payment will be made for subsequent inspections.



**ITEM NO. 31: SONAR INSPECTION OF RIVER CROSSING M-34**

The unit price for “SONAR INSPECTION OF RIVER CROSSING M-34, ALL DIAMETER” item shall include all superintendence, labor, materials, equipment, traffic control, and services described in the specifications or otherwise required to entirely complete all contract work associated with this bid item.

The inspection of pipes will be completed one segment at a time, beginning and ending at the center of each manhole. The inspection of this river crossing shall be performed without any dewatering to ensure a full pipe. Record observations and adapt them to PACP coding for pipe condition assessment. Any cleaning or debris removal shall be under **Item 2**.

Payment quantities for this bid item shall be determined based on the total horizontal in-place measurement of the river crossing traversed and inspected.

The CONTRACTOR will be paid for lengths actually inspected by sonar and meeting the inspection requirements. No payment will be made for subsequent sonar inspections.

Payment shall be PER LINEAR FOOT (LF).

**ITEM NO. C-32 – ADDITIONAL CLEANING - HYDROVAC/JETTER TRUCK – 12 YARD DEBRIS CAPACITY, 1500 GALLON WATER TANKS, 2500 PSI WATER PRESSURE HIGH-VELOCITY JETTER AT 120 GPM, 1500 FEET OF 1-1/4” I.D. JETTER HOSE, VACUUM CAPABILITY OF 6000 CFM AT 15” HG**

The unit price for “HYDROVAC/JETTER TRUCK – 12 YARD DEBRIS CAPACITY, 1500 GALLON WATER TANKS, 2500 PSI WATER PRESSURE HIGH VELOCITY JETTER AT 120 GPM, 1500 FEET OF 1-1/4” I.D. JETTER HOSE, VACUUM CAPABILITY OF 6000 CFM AT 15” HG” shall include all superintendence, labor, materials, equipment to perform the work onsite, as directed. The minimum crew shall consist of a trained operator and a laborer. Any other incidental costs associated with this bid item shall be included in the unit price bid. No payment will be made for travel time. The hydrovac/jetter truck shall be a combination cleaning truck and shall meet the requirements specified in technical specifications section 02650 – 2.2 EQUIPMENT: 12 CY debris tank capacity, 1,800-Gallon water tank capacity, high velocity sewer jetter capable of pumping 120 GPM at 2,000 PSI; 1,500 feet of dual fused 1 ¼-in diameter jetter hose; vacuum capable of 6,000 CFM at 15” Hg.

Work performed shall be performed as referenced in the specifications. Work under this item is subject to approval of the OWNER or OWNER’s representative in the field. The use of this item may be requested for sites other than those specified above in the base contract work and in varying quantities.



Payment shall be PER HOUR (HR) of actual operation on job site.

**ITEM NO. C-33: SONAR INSPECTION OF SIPHONS RG102419301 to C-45B-08**

The unit price for “SONAR INSPECTION OF SIPHONS **RG102419301 to C-45B-08**” Site shall include all superintendence, labor, materials, equipment, traffic control, and services described in the specifications or otherwise required to entirely complete all contract work associated with this bid item. This work includes five initial passes with jetter.

The inspection of pipes will be completed one segment at a time, beginning and ending at the center of each manhole. The inspection of these siphon pipes shall be performed without any dewatering to ensure a full pipe. Record observations and adapt them to PACP coding for pipe condition assessment. Any cleaning or debris removal shall be under Item 2.

Payment quantities for this bid item shall be determined based on the total horizontal in-place measurement of the siphon pipes traversed and inspected. Locating buried underground manholes shall be considered incidental to this work.

The CONTRACTOR will be paid for lengths actually inspected by sonar and meeting the inspection requirements. No payment will made for subsequent sonar inspections.

**ITEM NO. C-34 – POST SIPHON PIPE SONAR INSPECTION, ALL DIAMETERS, AS DIRECTED**

The unit price for “POST-CLEANING SIPHON PIPE SONAR INSPECTION, ALL DIAMETERS, AS DIRECTED” items shall include all superintendence, labor, materials, equipment, pipeline cleaning, debris removal, traffic control, and services described in the specifications or otherwise required to entirely complete all contract work associated with this bid item.

The inspection of pipes will be completed one segment at a time, beginning and ending at the center of each manhole. The inspection of these siphon pipes shall be performed without any dewatering to ensure a full pipe. Record observations and adapt them to PACP coding for pipe condition assessment.

Payment quantities for this bid item shall be determined based on the total horizontal in-place measurement of the siphon pipes traversed and inspected. Locating buried underground manholes shall be considered incidental to this work.

The CONTRACTOR will be paid for lengths actually inspected by sonar and meeting the inspection requirements. No payment will made for subsequent sonar inspections required due to incomplete cleaning work. Additionally, any pre-

cleaning inspection work performed by the CONTRACTOR to establish equipment needs, site conditions, preliminary quantities, etc. shall be considered incidental.

Payment shall be PER LINEAR FOOT (LF).

**ITEM NO. C-35 – BUCKET MACHINES WITH SCRAPERS, BUCKETS, AND SWABS**

The unit price for “BUCKET MACHINES WITH SCRAPERS, BUCKETS, AND SWABS” shall include all superintendence, labor, materials, and equipment to perform the work onsite, as directed. Any other incidental costs associated with this bid item shall be included in the unit price bid. No payment will be made for travel time. Work performed shall be performed as referenced in the specifications. Work under this item is subject to approval of the Owner’s Field Representative.

The following shall be available as part of this item: Scrapers 18” to 48”, Buckets 8” to 30”, Swabs 4” to 30”; sufficient power to operate attachments on 1500 feet of cable. This item shall include a pair of bucket machines to operate as a system for the unit price bid.

Payment shall be PER HOUR (HR) of actual operation on job site.

**ITEM NO. C-36 – INTERNAL CCTV PIPE INSPECTION EQUIPMENT WITH A PIPE LOCATOR**

The unit price for “INTERNAL CCTV PIPE INSPECTION EQUIPMENT WITH A PIPE LOCATOR” item shall include all superintendence, labor, materials, and equipment to perform the work onsite, as directed. Any other incidental costs associated with this bid item shall be included in the unit price bid. No payment will be made for travel time or standby time onsite. Work performed shall be performed as directed and as referenced in the specifications.

Work shall include finding and identifying with orange marking paint on the ground surface, the location of a buried manholes, Level 4 and 5 pipe defects, and any other feature as directed. Work under this item is subject to approval of the DIRECTOR or DIRECTOR’s representative in the field.

Payment shall be PER HOUR (HR) of actual operation on job site.

**ITEM NO. C.37 – TRAFFIC CONTROL, FLAGPERSON**

This item shall include providing a uniformed flag person in accordance with contract specifications, when required as a condition of the road occupancy or railroad permit, and/or as directed by the Owner.

Payment shall be based on the unit price PER HOUR.

**ITEM NO. C.38 – TRAFFIC CONTROL, OFF-DUTY POLICE OFFICER**

This item shall include providing off-duty uniformed Police Officers to direct and control traffic during construction as required by the approved Maintenance and Protection of Traffic Plan, obstruction permit or as required by the Owner's Field Representative.

Measurement for payment shall be based on: 1) the actual number of man hours provided when the occurrence is greater than four hours; 2) a value of four hours when the hours of service are four hours or less per occurrence.

Payment shall be based on the unit price PER HOUR.

**ITEM NO. C.39 – TRAFFIC CONTROL, FLASHING ARROW BOARD DEVICE**

This item shall include furnishing and maintaining electronic Arrow Board Devices in accordance with PENNDOT Publications 408 and 203 and at locations required by the approved Maintenance and Protection of Traffic Plan, obstruction permit or designated by the Owner's Field Representative.

This item shall also include supplying and maintaining any and all signage, cones, barrels, channeling devices that are required to comply with the approved MPT plan.

Payment shall be based on the unit price bid. Measurement for payment shall be based on the number of actual operating hours per device necessary to complete the work.

Payment shall be based on the unit price PER HOUR.

**ITEM NO. C-40 - BYPASS PUMPING WITH UP TO 8" PUMP AND HOSES**

Payment for "BYPASS PUMPING WITH UP TO 8" PUMP AND 1000-FT HOSES" shall include all labor, equipment, materials, as directed.

All superintendence, labor, materials, equipment, maintenance and monitoring of pumps and piping, clearing, grubbing and restoration, incidental traffic control, filing and acquisition of permits, permit fees, training, and services described in the specifications or otherwise required to entirely complete all contract work associated with this item shall be considered incidental to this Bid Item.

Payment shall be based on the unit price PER HOUR (HR).

**ITEM NO. C.41 – ADDITIONAL FUSED PIPE, VALVES AND FITTINGS**

The unit price for “ADDITIONAL FUSED PIPE, VALVES AND FITTINGS” shall include all superintendence, labor, materials, and equipment to provide and construct additional fused pipe, valves, and fittings at locations approved by the DIRECTOR or DIRECTOR’s representative in the field. All work under this item shall be in accordance with the contract specifications.

Payment shall be PER LINEAR FOOT (LF) of fused piping provided and installed.

**ITEM NO. C-42 – LABORER WITH COMPRESSOR, UTILITY TRUCK AND MISCELLANEOUS TOOLS**

The unit price for “LABORER WITH COMPRESSOR, UTILITY TRUCK AND MISCELLANEOUS TOOLS” shall include all superintendence, required equipment, operator and labor for this bid item, as directed. No payment will be made for travel time or standby time onsite. Any other incidental costs associated with this bid item shall be included in the unit price bid. Work under this item is subject to approval of the DIRECTOR or DIRECTOR’s representative in the field.

Payment shall be PER HOUR (HR) on job site.

**ITEM NO. C-43 – MISCELLANEOUS WORK FOR A FULL-TIME CREW**

The unit price “MISCELLANEOUS WORK FOR A FULL-TIME CREW” shall include time spent onsite for a full crew(s); labor and equipment cost for work and/or time spent onsite which is not defined by any other contract unit prices. A full crew is defined to consist of (2) laborers, (2) operators, camera truck (with pipe locator), Hydrovac/Jetter truck, and foreman. This item shall cover all expenses involved in having a crew of workers and equipment at a site performing work, not specifically part of the pipe televising process, as directed.

Should the actual crew be comprised of less workers than the “full” crew as defined above, then payment for this item shall be adjusted and prorated based on the actual number of workers in the crew times their respective rate classifications.

Delays which are usual and a customary part of sewer televising WILL NOT BE PAID FOR UNDER THIS ITEM and are considered incidental to the work of televising. No payment shall be made for delays due to Acts of God.

Payment shall be PER CREW HOUR (HR) on job site.

**ITEM NO. C.44– INTERNAL CCTV INSPECTION, AS DIRECTED**

Payment for “INTERNAL CCTV INSPECTION, AS DIRECTED, shall be made PER LINEAR FOOT, regardless location of the sewer access point, and shall include all labor, equipment, materials, and other incidental work necessary to perform closed circuit television (CCTV) inspection services, as directed. No payment will be made for inspection submissions that are rejected by the Construction Manager or Owner for not conforming to the Contract Documents.

Length shall be determined on the basis of the horizontal, in-place measurement of the sewer lines actually televised. All superintendence, labor, materials, equipment, clearing, grubbing and restoration, incidental traffic control, filing and acquisition of permits, permit fees, training, and services described in the specifications or otherwise required to entirely complete all contract work associated with this item shall be considered incidental to this Bid Item. Note that some work may occur within existing railroad rights-of-ways.

Any pre-televising done by the Contractor to establish equipment needs or preliminary quantities shall be considered incidental to this Bid Item.

“Incidental Traffic Control” includes traffic controls that require simple traffic control measures such as traffic cones, barrels, channelizers, and minor signage to guide traffic around Contractor vehicles and personnel. Cost for these traffic control measures associated with this item shall be considered incidental to this Bid Item.

Prior to commencing work ALCOSAN will provide a sample PACP database for the contractor’s reference, and the contractor will in turn submit a sample PACP database for approval.

**ITEM NO. C-45 – INTERNAL SPLIT SCREEN CCTV/SONAR INSPECTION**

Payment for “INTERNAL SPLIT SCREEN CCTV/SONAR INSPECTION” shall include all labor, materials, equipment, all other incidental work to allow for the deployment of multi-sensor inspection equipment in conjunction with a sonar inspection platform, as directed. This will include the simultaneous use of CCTV, Laser and H2S Gas Detection equipment.

This item will not be applicable to fully submerged portions of pipe. Compensation shall only be made for the acceptable footage of pipe inspected with these technologies. Approval for use of this Contingent Item must be received prior to use of the Item. One or more components may be specified independently for use by the Owner or Construction Manager.

Work under this item shall be in accordance with the Contract documents and the specifications in Section 02651.

Payment shall be based on the unit price PER LINEAR FOOT (LF).

**ITEM NO. C-46 – CHAIN-LINK FENCE GATE REPLACEMENT AND INSTALLATION, INDUSTRIAL GRADE UP TO 10-FEET HIGH WITH BARBED WIRE, INCLUDING ALL HARDWARE - COMPLETE, AS DIRECTED**

The unit price for the “CHAIN-LINK FENCE GATE REPLACEMENT AND INSTALLATION, INDUSTRIAL GRADE UP TO 10-FEET HIGH WITH BARBED WIRE, INCLUDING ALL HARDWARE - COMPLETE, AS DIRECTED” bid item shall include all superintendence, labor, materials, and equipment to perform work under this bid item. This item shall include the removal and disposal of existing and/or damaged fencing, posts, hardware and appurtenances to be replaced and the installation of new replacement gate materials along with any new posts and hardware, as needed or directed. The materials used shall be industrial grade and matching the existing materials when performing replacements. Measurement for payment shall be determined based on the actual square feet in place of chain-link fence gate installed.

“Incidental Traffic Control” as described in items C-37 through C-39 and services described in the specifications or otherwise required to entirely complete all contract work associated with this bid item shall be included in the unit price bid. No payment will be made for travel time. Any other incidental costs associated with this bid item shall be included in the unit price bid. Work under this item is subject to approval of the DIRECTOR or DIRECTOR’s representative in the field.

All work for this bid item shall be performed in accordance with SECTION 02820 – CHAIN-LINK FENCE AND GATES.

Payment for this item will be PER SQUARE FOOT (LF) of gate installed.

2.5 BYPASS-PUMPING

The CONTRACTOR, may be required to bypass-pump to control flow levels to  $\leq 30\%$  of pipe diameter per pipe segment to facilitate CCTV inspections, or as directed to complete repairs, mitigate a sewer overflow, etc.

The CONTRACTOR, at any time, must be prepared to mobilize bypass-pumping equipment in response to emergency conditions not related to the base contract work, described in the preceding paragraph. The OWNER will notify the CONTACTOR by telephone or fax as to when mobilization is to occur. If the CONTRACTOR does not mobilize within 36 hours, liquidated damages of \$1000 per workday shall begin to accrue. This work will be paid using the bid price in Item No. C-36.

Bypass-pumping (when applicable) - The contractor shall supply the pumps, conduits, and other equipment necessary to divert the flow of sewage around the pipe segment(s) and diversion chamber in which work is to be performed. The



bypass system shall be of sufficient capacity to reduce the flows to acceptable levels. The contractor will be responsible for furnishing all necessary labor and supervision to set up and operate the bypassing system including provisions for traffic control, if required. When flow in a sewer line is bypass-pumped, sufficient precautions shall be taken by the contractor to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow-control operations do not cause flooding or damage to public or private property served by the sewers involved. In no case shall bypass-pumping of a line result in either a direct or an indirect discharge from the sewer.

2.6 DEBRIS DISPOSAL

Grit, sludge or other sewer debris from the work shall be disposed of at the following locations, or other locations approved by Owner:

- A. Republic Services (formerly Allied Waste), Route 980, 11 Boggs Road, Imperial PA 15126. Contact for Imperial Landfill is Bernie Wilson and her number is (724) 695-4422. ALCOSAN's grit profile number is 5083Y24767.
- B. Waste Management Landfills. Contact is Scott Dellinger at 412-475-2808 or [sdelling@wm.com](mailto:sdelling@wm.com)
  - i. Monroeville Landfill, 600 Thomas Street, Monroeville PA 15146. ALCOSAN's sludge/grit profile number is 1.
  - ii. Kelly Run Landfill, 1500 Hayden Blvd., Elizabeth, PA 15037. ALCOSAN's sludge/grit profile number is 1013.
  - iii. Arden Landfill, Arden Station Road, Washington PA 15301. ALCOSAN's sludge/grit profile number is 30.
  - iv. South Hills Landfill, 3100 Hill Road, Library, PA 15129. ALCOSAN's sludge/grit profile number is 5939.
  - v. Valley Landfill, Pleasant Valley Road, Irwin, PA 15642. ALCOSAN's sludge/grit profile number is 6336.

Contractors are responsible to set up a separate account for billing, confirm landfill hours of operation, capacity limitations as well as obtain appropriate waste manifests for hauling with ALCOSAN-specific profile numbers listed. ALCOSAN or its designated agent will sign the contractor's waste manifests. The contractor will forward all paperwork related to disposal to ALCOSAN's designated representative.

2.7 SUBMISSION AND OPENING OF BIDS

Bids shall be submitted on the Bid Form which is attached hereto and shall state the proposed price of the Work (typewritten or in ink), both in words and in figures. Bids must be signed in ink. Bids that are not so priced and signed may be rejected.

The Bid must be submitted intact, sealed and delivered in the envelope, which accompanied these Contract Documents, addressed to the Allegheny County Sanitary Authority, Director of Regional Conveyance, 3300 Preble Avenue, Pittsburgh, PA 15233. The Bidder's name and address shall be marked in the upper left-hand corner and the words "**SEALED BID FOR CONTRACT NO. 1795, INVERTED SIPHON CLEANING 2024**", shall be clearly marked in the lower left-hand corner of the sealed envelope. Hand-delivered Bids shall be delivered to the Contract Clerks at the Owner's Engineering Department. Bids delivered via courier service (USPS, UPS, Fed Ex, etc.) shall be clearly marked with the above information on the outermost surface of the package. The envelope shall also clearly bear notation to indicate all Addenda received by its identifying numbers and dates received. It is the responsibility of each Bidder to make sure that the Owner receives its Bid prior to the date and time set for opening of the Bids. Upon Bidder's failure to comply with the foregoing, the Owner may treat the Bid as "nonresponsive" and return it to the Bidder unopened. Bids will be received at the office of the Owner until **11:00 A.M.** prevailing time, on **Friday, December 1, 2023**, at which time and place said Bids will be opened publicly and read aloud.

Bids must be firm. **If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions of the Contract Documents, it may be rejected.** The Bid may also be rejected if the product or Work offered by the Bidder is determined by the Owner not to be in substantial conformance with the Contract Documents including the Specifications.

Bidder shall not detach and submit Bid pages separately but shall submit their Bids bound with the complete volume of Contract Documents, including all pages correctly assembled.

The Bid should be properly executed and accompanied by all Bonds, Certificates, Questionnaire Forms and other supporting information and documents, as described in the Bid Form.

## 2.8 SUPPLEMENTARY INFORMATION PACKAGE

- A. After the Bid opening, upon request of the Owner, the Apparent Low Bidder shall be required to submit, prior to the award of the contract, quadruplicate copies of a Supplementary Information Package as described in this Section. The request shall be made solely for the purposes of the Owner's evaluation and review of all proposed materials, equipment, and items of work and determination of conformance with the Contract Documents.
- B. The Supplementary Information Package shall include all such documentation as may be required elsewhere in the Contract Documents



and all data and information deemed appropriate by the Bidder to completely describe its respective offering including but not necessarily limited to the following items:

1. The information requested in the Information for Bidders **Section 2.26** entitled "Qualifications and Experience of Bidders."
  2. List of all Subcontractors, with information also demonstrating compliance with **Section 2.26** and this **Section 2.8**, as applicable.
  3. Applicable Cleaning Experience to include References (Names, Entity, Address, Contract Name/Value, and Phone Numbers)
  4. Qualifications and Licensures of the Engineering Professional conducting bypass-pumping layout and calculations.
  5. Sewer Cleaning Equipment (Vactor and Jetting Equipment, Containers) and Experience (see **Section 2.26**). Vactor Equipment shall have the specifications necessary (vacuum, CFM, hose and reel length necessary to conduct such as challenging cleaning effort)
  6. Bypass-Pumping Equipment or Subcontractor (s) to include pump equipment listing, prior local experience and References (Names, Entity, Address, Contract Name/Value, and Phone Numbers).
- C. Upon failure to provide all the supplemental information requested in the Contract Documents, the Owner may (at its discretion) treat the Bid as nonresponsive and the Bid may be rejected for this reason alone.
- D. The Contractor shall clearly demonstrate his approach to cleaning prior to award.

2.9 SPARE PARTS AND SPECIAL TOOLS

(This section intentionally omitted from this Contract.)

2.10 AWARD, CONTRACT EXECUTION AND NOTICE TO PROCEED

The Owner may reject all Bids. The Owner may, solely in its own discretion, award the Contract to the lowest responsive and responsible Bidder within **sixty (60)** calendar days from the date of Bid opening. A time extension may be made by the written mutual consent of the Owner and the Apparent Low Bidder.

All Bids will remain open for acceptance by Owner for **Sixty (60)** calendar days after the Bid opening.

In the event a Bidder fails, refuses, or neglects to provide any requested information or documents within the time stated in the Contract Documents, the Owner will have the right to reject its Bid as nonresponsive.

The Notice to Proceed will be made by registered letter mailed to the Awarded Bidder and shall be effective the date of receipt of the mailing. The Owner will endeavor to issue the Notice to Proceed within **Ninety (90)** calendar days of the Bid opening and **Thirty (30)** calendar days after the Contract is awarded. Any delays caused by the Awarded Bidder's failure to provide any required documents within the specified time may, at the Owner's option, cause an equivalent number of days to be added to these timeframes. The Awarded Bidder will commence performance immediately upon receipt of the Notice to Proceed. The Awarded Bidder should not order any materials or equipment or make any financial commitments concerning this Contract until receiving the Notice to Proceed. Awarded Bidders that do Work or prepare to do Work prior to receiving the Owner's Notice to Proceed are proceeding at their own risk.

## 2.11 CONTRACT DOCUMENTS

Contract Documents may be obtained at the office of the Allegheny County Sanitary Authority, 3300 Preble Avenue, Pittsburgh, PA 15233. A fee of **\$100.00** (delivered by check or money order, no cash will be accepted) shall be required for each set of Contract Documents obtained. If the Owner is requested to mail the Contract Documents, the above fee as well as a check or money order or the like (no cash will be accepted) must be submitted to the Owner in advance to cover delivery charges ("Cost Advance"). In such case, delivery instructions must be included in the request and only the amount received in excess of the **\$100.00** fee will be applied to delivery charges. If the Cost Advance is insufficient, the Bidder should anticipate that the Owner will not transmit the Contract Documents. No part of the Cost Advance will be refunded.

Submission of a Bid constitutes a representation by the Bidder to the Owner that the Bidder has reviewed the Contract Documents in their entirety and has analyzed all applicable provisions, terms, conditions and sections and related information in preparation of its Bid. This representation is a material inducement for the Owner's consideration of the Bidder for this Contract.

## 2.12 "OR-EQUAL" ITEMS

Whenever a product is defined in the Contract documents by trade name and catalogue number of a manufacturer or vendor, the term "or-equal," if not inserted therewith, shall be implied. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a "no substitute" is requested. When a "no substitute" is requested, the Owner will consider Bids for the referenced product only. The term "or-equal" is defined as meaning any other make which, in the sole opinion of the Owner, is of such character, quality and performance equivalence as to meet the standard of quality and performance of the products specified and is such that offering the "or-equal" will not, in the Owner's opinion, constitute a change of the Project.

**2.13 ALTERNATE ITEMS**

Alternates are optional and are not in lieu of furnishing a Base Bid for the actual Work specified. During the Bid review procedure, the Alternate will not be considered in determining the low responsive, responsible Bidder. The review of the Bids will be based upon the specified Work. The Owner may, but need not, analyze the Alternate for acceptability until after the award of the Contract. The decision of the Owner with regard to the acceptability shall be final.

**2.14 QUESTIONS REGARDING CONTRACT DOCUMENTS/ERRORS**

In general, no answer will be given to prospective Bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the Contract Documents, or the equality or use of products other than those designated or described in the Contract Documents. Any information received by Bidders other than by means of the Contract Documents or by Addenda, as described herein, is given informally, for the information and convenience of the Bidder only and is not guaranteed, is without legal effect and may not be used to bind or otherwise obligate the Owner. The Bidder agrees that such information shall not be used as a basis of, nor will the giving of any such information entitle the Bidder to assert, any claim or demand against the Owner.

To receive consideration, any question, inquiry or request for interpretation or clarification shall be submitted to the Construction Manager in writing, at least ten (10) calendar days prior to the advertised date for receipt of Bids. The Owner will review all such questions or requests and may issue Addenda, which will become a part of the Contract Documents, to provide interpretation, clarification or to answer issues or questions so raised which, in the opinion of the Owner, require formal responses. Copies of all Addenda will be delivered or sent, prior to the advertised date for receipt of Bids, to all prospective Bidders known to have received the Contract Documents. Addenda will be delivered by messenger or sent by certified mail, return receipt requested, to prospective Bidders or their designated agents, at the addresses given by them. At its option, the Owner may transmit Addenda by facsimile.

If any alleged errors are noted in the Contract Documents, Bidder should immediately notify, in writing, the Construction Manager and, if confirmed, Addenda will be sent to all prospective Bidders known to have received the Contract Documents.

**2.15 REFERENCE INFORMATION**

All information given in the Reference Information or in the Contract Documents relating to existing conditions is from the sources presently available to the Owner. All such information is furnished for the information and convenience of Bidders and is not guaranteed. All prospective Bidders agree that as a condition for Owner's review of its Bid that said information shall not be used as a basis for asserting any claims or demands against the Owner. It is understood by all prospective Bidders

that they shall be responsible for determining the exact conditions prior to bidding and that they shall not be compensated for what they may feel is extra work because of their failure to discover conditions they could have discovered upon investigation.

2.16 BIDDERS TO INVESTIGATE

Bidders are required to submit their Bids upon the following express conditions, which will apply to and be deemed a part of every Bid received:

- A. Bidders must satisfy themselves, by personal examination of the Job Site and by such other means as may be necessary or helpful as to the actual and exact conditions existing, the character and requirements of the Work and the difficulties attendant upon its execution and analyze all laws and regulations which may affect the Work. On written advance request, the Construction Manager will provide each Bidder reasonable access to the Job Site to conduct such explorations and tests (at Bidder's own expense) for submission of a Bid. Bidder shall fill all holes and clean up and restore the Job Site to its former condition upon completion of such explorations.
- B. If any discrepancies should be found between existing conditions and the Contract Documents, prospective Bidders shall report these discrepancies to the Construction Manager for clarification prior to submitting a Bid. Failure of the Bidder to recognize Job Site conditions that affect the Work shall not be considered sufficient cause for an increase in the Contract Price.
- C. The submission of a Bid will constitute an incontrovertible representation of Bidder that Bidder has and will comply with every term, condition and requirement of the Contract Documents and that the Contract Documents are sufficient in scope to convey all terms, conditions and requirements for performance and furnishing of the Work.

2.17 APPROXIMATE ESTIMATE OF QUANTITIES

Any estimate of quantities of Work to be done and Materials to be furnished in these Contract Documents is an approximation and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility for the quantities. The Bidder specifically agrees not to plead misunderstanding or deception because of such estimates, or of the character of Work or location, or other condition pertaining thereto.

By executing this contract, Contractor agrees that:

- A. Quantities. The quantities given on the contract plans or in the supplemental specifications for the various items of Work are approximate estimates of the amount required to complete this contract, with the exception of certain items designated as contingent items on the contract plans or supplemental specifications for which the extent and location could not be approximately

ascertained prior to the commencement and actual progress of the Work and for which nominal quantities are given in unit prices under which Contractor shall do the Work to the extent and in the location ordered, subject to the limitations stipulated in this Section.

- B. Estimates. Contractor is satisfied with the estimates given on the contract plans or on supplemental specifications for determining the prices for which it agrees to do the Work required by this contract. Contractor will not at any time dispute or complain of such estimates nor assert that there was any misunderstanding in regard to the nature of the Work. Contractor further agrees that the extent and location indicated on the contract plans for the several items of the Work are approximate only with the exception of contingent items which are nominal and that it will do the Work under the several items included in this contract in conformity with orders given by the Owner regardless of changes in extent or location, subject however to the limitations and qualifications hereinafter in paragraphs (c) and (d) of this section and that payment made at respective unit prices bid for work performed in conformity therewith shall be full compensation.
- C. Quantity of Contingent Items. Contingent items of Work shall be done when ordered by the Engineer and shall be paid for at the contract unit bid price. The purpose of the contract's items designated in the bid form as "C" is to establish unit prices for work not included in other bid items. The Engineer has the right to order that contingent work be provided in smaller or larger quantities than the estimated quantity indicated in the Bid Form. The Contractor shall not have any right to demand payment for, and will not be paid for, any costs associated with the item, including, but not limited to overhead and profit, due to the fact that the item was not used in the work or was used in smaller or larger quantities than those indicated in the bid form. The Contract Sum shall be subject to adjustment according to final measured quantities and the unit prices in the bid will apply to such final quantities. These items shall be performed without any per use minimum quantities.
- D. Diminished, Extra Work and Omissions. The Owner shall have the right to order extra Work and alterations including but not limited to, alterations in alignment, grade, arrangement, plans, details, quantity and quality of the Work or materials as required by the Contract Documents or to omit any part thereof. All such alterations, extra Work or omissions shall be ordered in writing by the Owner. The Owner, however, need not issue a written order to partially or entirely eliminate contingent items of work.

2.18 ACKNOWLEDGMENT OF ADDENDA

Bidders shall acknowledge receipt of all Addenda and signify same by attaching signed copies of each Addendum to the Contract Documents submitted along with their Bid, and by noting each Addendum received, by its identifying number and date received, on the face of its sealed Bid envelope.

2.19 RISK OF LOSS/BID PRICES

All prices quoted shall include material delivered or obtained by the Bidder to or for the Owner F.O.B. at the Job Site. All transportation charges shall be prepaid, and the risk of injury, damage or loss in transit shall be borne by the Successful Bidder.

Such injury, damage or loss shall not release the Successful Bidder from any contractual obligations imposed in the Contract Documents. For Owner-Furnished Equipment to be installed under this Contract, prices quoted shall include materials, equipment and labor to load, transport and unload such items from the Owner's storage area to the Job Site, including all risks for damage of this equipment from the time these items are turned over to the Successful Awarded Bidder until the completion of the Contract.

2.20 TAX EXEMPTIONS

The Bidders shall take notice of and shall be responsible for any local or State taxes levied and applicable, and the costs for the same shall be included as part of this Bid. Sales to the Owner may be exempt from Pennsylvania Selective Sales and Use Taxes. Certain of the Bidder's tax obligations are described in more detail in **Section 3.22** of the **General Conditions** entitled, "**Sales and Use Tax.**"

2.21 BID SECURITY/CONTRACT EXECUTION

Bids shall be accompanied by a Certified Check or properly executed Bid Bond on the form included herein, with corporate surety approved to do business in the Commonwealth of Pennsylvania and satisfactory to the Owner and with valid Power of Attorney attached, in the amount of not less than **Ten percent (10%)** of the total Lump Sum Price quoted under the Bid, payable to the Allegheny County Sanitary Authority, as security that the Bidder, if awarded the Contract, shall enter into a written Contract with the Owner, on the form included herein, and supply to the Owner all required Bonds and all other documents, materials or items required to be executed, delivered or supplied by it.

Upon failure on the part of such Bidder to enter into a written Contract with the Owner (and return all required documents to the Owner, including Performance and Payment Bonds and Insurance Certificates, etc., after proper execution) within **Ten (10)** calendar days (not including Sundays or Legal Holidays) from the date of mailing of such Contract to it at the address given in its Bid, such defaulting Bidder



and its Surety shall be liable to the Owner for the damages sustained by the Owner by reason of such default. In such event, the Bidder's liability shall not be limited to the amount of the Bid security which accompanied its Bid. If the Bid security were a certified check, such check shall be cashed by the Owner and deposited forthwith to the Owner's account. If the Owner's actual damages are less than the amount deposited, the excess shall be returned to the defaulting Bidder. No allowance for interest or the like shall be paid or payable by the Owner on any Bid security.

The Bid security of any Bidder that the Owner believes may receive the award may be retained by the Owner until the earlier of the tenth calendar day after the Effective Date of the Contract or the sixty-first calendar day after the Bid opening.

## 2.22

## WITHDRAWAL OR MODIFICATION OF BIDS

The attention of Bidders is directed to the fact that, in submitting its Bid, the Bidder agrees that it will not withdraw it within **Sixty (60)** calendar days after the actual date of opening of Bids or for **one hundred twenty (120)** calendar days if so permitted under applicable law, or for such longer period as may be agreed to by the Bidder. Upon submission of a proper request to the Owner, in writing, and identification of the one making the request, a Bid may be withdrawn, at any time prior to the designated time for the opening of Bids. Certain Bids may be withdrawn after the Bid opening if in compliance with the Act of January 23, 1974, P.L. 9 No. 4 §1 et seq. 73 P.S. §1601 et seq. entitled, "Public Contracts - Withdrawal of Bids" (for purposes of this Section, the "Act") subject to the limitations and conditions contained therein. Included in the provisions of the Act is a requirement that the Bidder present credible evidence to the Owner within Two (2) working days after opening the Bids of a clerical mistake, as opposed to a judgment mistake, that was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the Bid.

Unless a Bid has been formally withdrawn as provided above, it shall be deemed open for acceptance until the Contract Agreement has been executed by both the Bidder and the Owner or until the Owner manifests that it does not intend to accept the Bid. Notice of acceptance of any one Bid shall not constitute rejection of any other Bid or a manifestation that Owner does not intend to accept any other Bid.

Any Bidder may modify its Bid by telegraphic or facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided that such telegraphic or facsimile communication is received by the Owner prior to such closing time and, further, provided that a written confirmation of the telegraphic or facsimile communication, over the signature of the Bidder, was postmarked prior to such closing time. Telegraphic or facsimile modifications shall not reveal the Bid price but shall provide the amount(s) to be added to, subtracted from, or other modifications necessary to be made to the prices or terms of the Bid, so that the final prices or terms will not be known to the Owner until the sealed Bid is opened. If the required written confirmation is not received by the Owner within Two (2)

calendar days (excluding Sundays or Legal Holidays) from the closing time, the Owner may, at its option, refuse to consider or give legal effect to such telegraphic or facsimile communication.

2.23 MORE THAN ONE BID

If more than one Bid is offered by any one Bidder in its own name or in the name of his agent, partner, or other person, then all but the lowest of such Bids will be rejected.

2.24 ALTERATION OF BIDS AND DOCUMENTS

No alteration, erasure, addition or omission of required information, or any change of the Contract Documents is permitted, except in accordance with the provisions of **Section 2.14** hereof entitled, "Questions Regarding Contract Documents/Errors."

2.25 RIGHT TO REJECT OR ACCEPT BIDS

The Owner reserves the right, which is understood and agreed to by all Bidders, to reject any or all Bids; to waive any informality, nonmaterial change or clarification in any part or provision of the submitted Contract Documents; or to accept any Bid, should the Owner determine that it is in its best interest to do so. The Owner's decision on the qualification of any Bidder or the adequacy, responsiveness, propriety or timeliness of the Bid and/or its decision to reject any or all Bids or to accept any Bid shall be final, binding and uncontestable as to the Bidder.

Any part of the Bid submitted by the Bidder which is unintelligible, or which exhibits any erasure or other manipulation, or is not properly signed or otherwise made up, will, at the discretion of the Owner, be considered nonresponsive and may be rejected for that reason alone.

The Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as for which the identity of subcontractors, suppliers, and other persons and organizations is requested in the Contract Documents or made by the Bidder.

2.26 QUALIFICATIONS AND EXPERIENCE OF BIDDERS

Each Bidder must be regularly engaged in and have at least **five (5)** years of experience in, the cleaning and maintenance of interceptor systems. The Contractor shall supply a complete record of experience for the following:

- A. Foreman Qualifications – Foreman of the crew shall have at least **Five (5)** years of experience.
- B. The Company performing the work must certify that it has not less than **Ten (10)** years of experience in interceptor cleaning experience. **The Contractor shall submit a detailed record of experience to the Director within Ten days of the bid opening date.**



No award will be made to any Bidder who cannot warrant, and upon request cannot demonstrate, that it possesses the knowledge, experience, skill, capital, financial capacity, charters, licenses, permits, patents and personnel necessary to satisfactorily enable it to prosecute and complete the Work successfully and perform the Work within the Time For Completion as set forth in the Contract Provisions. The Owner's decision or judgment on these matters will be final, conclusive and binding. The Owner may make such investigations as it deems necessary and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

2.27 **MINORITY AND WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA POLICY**

It is the policy of the Owner to award a fair share of contracts to minority and women's businesses. The goal of the Authority is that **Ten to Twenty-Five (10% to 25%)** percent of all dollars relating to its contracts be awarded to minority or women's business enterprises. The Owner will make every effort to meet that goal in its contracts as well as encourage that goal among its contractors, suppliers and their subcontractors.

The Owner uses affirmative steps to assure that minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. The Owner encourages its contractors and suppliers to take the same measures when recruiting Subcontractors. Affirmative steps include the following:

- A. Including minority and women's businesses on solicitation lists and contacting them whenever they are potential sources.
- B. Use of area newspapers that serve minority or women's groups for advertising for contracts when work permits. A statement of this policy will be included in the ad text.
- C. Use of minority or women's business associations to contact businesses of this type. A list of these organizations is maintained at the Authority.
- D. Dividing total requirements when economically feasible into small tasks or quantities to permit maximum participation of minority and women's businesses.
- E. Establishing delivery schedules when the requirements of the Work permit that will allow these businesses to participate.
- F. Requiring each party to a sub-agreement to take the affirmative steps listed above.
- G. Procuring goods and services from labor surplus area firms. Further information concerning this matter may be obtained from the Owner.

## 2.28 FICTITIOUS NAME REGISTRATION

Where the Bid is made by an individual or individuals doing business under a fictitious name, there shall be attached to the Bid, Certificates from the Office of the Secretary of the Commonwealth and from the Prothonotary 's Office showing that each individual or individuals are fully registered under the Fictitious Names Act of the Commonwealth of Pennsylvania 1982, Dec. 16, P.L. 1309, No. 295 § 2, 54 Pa. C.S.A. § 301, et. seq. Additional Certificates, in as many copies as may be required shall be furnished to the Owner by the successful Bidder prior to the execution of the Contract.

## 2.29 NON-PENNSYLVANIA CORPORATIONS

Attention is directed to the fact that if the Bidder is a non-Pennsylvania corporation, it shall obtain a Certificate of Authority to do business in Pennsylvania, as required by the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, No. 177 § 103 amended, 1990, Dec. 19, P.L. 834, No. 198, § 102, 15 Pa. C.S.A. § 4121.

## 2.30 PRE-BID CONFERENCE

A Pre-Bid Conference will be held at the ALCOSAN O&M Building, Room 106, 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233 at **10:00 A.M. prevailing time, on Tuesday, November 14, 2023. Meeting attendance is mandatory.**

## 2.31 PATENTS AND PROPRIETARY RIGHTS

Prior to bidding, the Bidder shall acquire through assignment, purchase, license, or other means, all rights required to fully utilize all technology, know-how, trade secrets, inventions, processes, articles, procedures, equipment, apparatus, devices, or any part thereof, and any and all things or matters that are to be used in pursuance of its performance under the terms and conditions of this Contract. Under no circumstances may the Bidder infringe on any patent or any other proprietary rights of third parties in its performance under the terms and conditions of this Contract.

In the event that the Owner shall have any reason to believe that any Bid or performance of this Contract will in any way infringe on any patent or proprietary rights of third parties, the Owner may, at its sole discretion, reject any such Bid or take such other measures that it deems to be in its best interest (including requiring the Bidder to post security). The Bidder will defend, indemnify and save harmless Owner, and all persons acting for or on behalf of Owner, from all claims and liability of any nature or kind, including costs and expenses, arising from or occasioned by any infringement or alleged infringement of patent or proprietary rights on any technology, know-how, trade secret, invention, process, article, procedure, equipment, apparatus, device, or any part thereof, to be furnished, utilized or installed by said Bidder, or arising from or occasioned by the use or

manufacture thereof, including their use by the Owner. Patents and Proprietary Rights are discussed in more detail in the Contract Provisions.

2.32 MATERIALS

Submittals of a Bidder constitutes a representation by the Bidder that all specified materials and equipment will be available in time for the timely completion of this Contract. The Awarded Bidder is responsible for making sure that the progress of the Work is orderly and timely. The Awarded Bidder's duties and responsibilities are discussed in more detail in the General Contract Conditions.

2.33 LIST OF MAJOR SUBCONTRACTORS/SUPPLIERS

The Bidder shall submit for approval a list of all subcontractors employed on the Work, whose work to be performed is anticipated to be in excess of **One Hundred Thousand Dollars (\$100,000.00)**, or **five percent (5%)** of the Lump Sum Price, whichever is greater, with a list of Work they are to perform. Bidders are advised that they must submit a complete list of subcontractors, as requested. Failure to provide this information will, at the Owner's election, make the Bid nonresponsive or constitute a breach of the awarded Contract. The Bidder is also cautioned that should the Contract be awarded to it, it must use the subcontractor named in its list of subcontractors for each of the items listed, unless otherwise directed in writing by the Owner.

2.34 NEW OR REMANUFACTURED EQUIPMENT

(This section intentionally omitted from this Contract.)

2.35 ALCOSAN CONSENT DECREE

Bidders are advised that **Contract No. 1795** is being completed in accordance with all terms and conditions of the legal Consent Decree as approved by Allegheny County Sanitary Authority (ALCOSAN), United States Environmental Protection Agency (EPA), Commonwealth of Pennsylvania Department of Environmental Protection (PaDEP) and the Allegheny County Health Department. The Bidder, if awarded the Contract, will be acting as an Agent of ALCOSAN and as such will be legally bound to the terms, conditions and provisions as set forth in the Consent Decree.

2.36 SAFETY: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS

IN THE EXECUTION OF THIS CONTRACT, ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH FEDERAL OCCUPATIONAL SAFETY AND HEALTH STANDARDS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (PL 91-596) AND UNDER SECTION 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (PL 91-54).

The Authority will not be liable for any citations received by the Contractor from OSHA. It is the sole responsibility of the Contractor to comply with OSHA Standards.

2.37            CONFINED SPACE ENTRY REQUIREMENTS

Any work within existing manholes, diversion structures, and access shafts will be classified as “Confined Space” and will require complete compliance with current OSHA and ALCOSAN Standards.

2.38            ACCESS TO WORK AREAS

The Contractor is responsible for obtaining all necessary permits and the corresponding fees needed for the Work and the transporting of any equipment or material over private property and public streets. It is further the Contractor’s responsibility to obtain the necessary permits and/or permission from the various municipalities, Commonwealth of Pennsylvania, and/or owners of private properties. The cost of construction or improvement of any access route to the project site(s) shall be the responsibility of the Contractor.

At the conclusion of the Work, at the Contractor’s expense, the Contractor shall restore all access routes and all other areas disturbed due to the Work, to their original state prior to the Work.

2.39            SPECIAL NOTICE REGARDING MAINTENANCE AND PROTECTION OF TRAFFIC

Streets shall not be unnecessarily obstructed, and the Contractor shall take such measures as may be necessary to keep the street or road open and safe for traffic. The Contractor shall be responsible for obtaining all necessary permits and the fees associated with these permits.

2.40            COMPLIANCE WITH LAWS

The Contractor shall comply with the regulations of all regulatory agencies having jurisdiction including, but not limited to, EPA, PaDEP, OSHA regulations, US Army Corps of Engineers, US Coast Guard, ACHD, and the Allegheny County Soil Conservation District regulations. No bypassing of sewage, as a result of the Contractor’s operations, shall be allowed. Also, in order to perform the obligations set forth in the Contract and the Work, the Contractor shall be responsible for becoming familiar with the obligations and requirements of the Consent Decree and shall perform the Work in a manner so as not to cause the Owner to fail to perform, violate, or untimely perform, any obligation or requirement of the Consent Decree. Also, from time to time, the Contractor may be requested to, and shall, provide the Owner with verifications and/or other documents which relate to the Work, and

which may be required by, and/or necessary for, the Consent Decree, and/or to attest to and/or verify the accuracy and/or completeness of the Work or documents or submittals provided in regard to the Work.

2.41 ACCESS TO MANHOLES AND DIVERSION STRUCTURES

Where access to the various manholes and diversion structures must be cleared of heavy vegetation, the Contractor shall perform the clearing of pathways to facilitate mobilization of his equipment. Any vegetation or other debris cleared by the Contractor shall be removed and disposed of properly by the Contractor.

2.42 PROPERTY CLEANING

Immediately upon completion of any work, it shall be the Contractor's responsibility to clean the entire area of all debris. All debris is to be disposed of properly.

2.43 CONTRACTOR NOT TO OPERATE EXISTING VALVES AND/OR OTHER EXISTING SYSTEM APPURTENANCES

The Contractor shall schedule, maintain, and coordinate all activities and shall cooperate with the Owner's personnel so that a minimum of interruption results. The Contractor shall not operate existing system valves, sluice gates, controls, or other appurtenances at any time, but when the same is needed to facilitate and accommodate activities, he shall request such operation from the Owner. The Contractor shall provide the Owner with reasonable advance notice for such assistance.

2.44 SPECIAL NOTICE REGARDING WATER USE

All bidder's attention is drawn to the fact that the Contractor shall be responsible for all use and obtainment and payment for all permits and payments required for such use in order to acquire water for cleaning and construction purposes on this project. Owner makes no representations regarding the availability of source water, or any other utilities required for this project.

2.45 PROJECT LABOR AGREEMENT AND LETTER OF ASSENT

A Project Labor Agreement, which includes a letter of Assent, is included herein.

The Bidder shall, when executing the Contract Agreement, acknowledge that it will abide by the Project Labor Agreement by signing and submitting a Letter of Assent in the format given in Attachment A.

The Contractor shall also require each Subcontractor to execute a copy of the Letter of Assent. The Contractor must be sure that each of its Subcontractors has furnished an executed copy of the Letter of Assent to the CM before the Subcontractor starts work on the Project. The Contractor shall abide by and ensure that each Subcontractor abides by the terms of the Project Labor Agreement.