JULY 21, 2025

CONTRACT NO. 1800

WET WEATHER PUMP STATION

ADDENDUM NO. 5

All bidders bidding **Contract No. 1800** shall read and take note of this **Addendum No. 5.** The Procurement Documents for **Contract No. 1800 WET WEATHER PUMP STATION** are hereby revised and/or clarified as stated below.

Acknowledgement of Contract No. 1800 Addendum No. 5

The Acknowledgement attached to **Addendum No. 5** is to be signed and returned immediately via email at contract.clerks@alcosan.org and acknowledged with Bidder's Proposal.

Kimberly Kennedy

Kimberly Kennedy, P.E.

Director – Engineering and Construction

ACKNOWLEDGEMENT OF

CONTRACT NO. 1800 G, E, H, P – WET WEATHER PUMP STATION

ADDENDUM NUMBER 5

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

July 21, 2025

CONTRACT NO. 1800

WET WEATHER PUMP STATION

ADDENDUM NO. 5

ADDENDUM NO. 5

ALLEGHENY COUNTY SANITARY

AUTHORITY

PITTSBURGH, PENNSYLVANIA

CONTRACT NO. 1800

WET WEATHER PUMP STATION PROJECT

July 21, 2025

BID OPENING

DATE

WEDNESDAY,

AUGUST 19,

2025

11:00 A.M.

This Addendum No. 5 consists of 29 pages.

ATTENTION BIDDERS

The following additions to and modifications of the Contract Documents will be included in and become part of the Contract for the Allegheny County Sanitary Authority (ALCOSAN) – Wet Weather Pump Station Improvements Project. 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 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 Contract Documents and the first page of all Addenda. Receipt of this Addendum No. 5 must be noted on the Bid Form. These items modify the portions of the documents specifically noted; all other provisions of the Contract Documents shall remain in effect

1. CHANGES TO THE SPECIFICATIONS

1.1 In Volume 1 of 1, Article 1, on Page 1-25G, **REPLACE** paragraph

"Provide information requested below in the following schedules."" with the following:

"Bidder's Qualification Statement as stated in Schedule A through Schedule C is required to be submitted with the Bid by all bidders. Bidders shall submit supplemental information as an attachment to this Statement.

At Owner's discretion, Bidder's Execution Statement as stated in Schedule D is required to be submitted by the two apparent low bidders within five (5) workdays of Owner's request. Bidders shall submit supplemental information as an attachment to this Statement."

On page 1-27G, **REPLACE** "Method Statement: (Provide as Schedule D, to be prepared and attached by the Bidder)" with the following:

"Bidder's Execution Statement (Provide as Schedule D, to be prepared by the Bidder)"

1.2 **REVISE** second paragraph on page 1-17G, 1-17E, 1-17H, and 1-17P to state,

"The Bidder further certifies that they understand that they are required to submit, within 5 days of Owner's request, a specific proposal indicating the manner in which it will attempt to comply with this requirement. This proposal shall include the four pages following page 1-17 in Article 1 (Bidding Documents)."

1.3 **ADD** the following 3.37 to Article 3SC

"For Contract 1800 G only, add the following paragraph at the end of 3.37

Retainage shall be 6% until 50% of the contract is completed. When the contract is 50% completed, retainage shall be reduced to 3%."

1.4 **REVISE** first paragraph of Article 2.25 to state,

"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 determined by the Owner to be the lowest responsive, responsible bidder. 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."""

1.5 Exhibit ""A-3SC"" **CHANGE** both Excess or Umbrella Liability General Aggregate and Each occurrence to $30,000,000"

1.6 **ADD** the following 3.35 to Article 3SC
"Replace the first sentence of the 4th paragraph with the following:

The Owner shall make payments for materials and equipment stored at the Job Site or at a facility acceptable to the Construction Manager in accordance with 01 22 00, 1.8 and 1.9."

1.7 **REVISE** third paragraph of Article 3.47 to state,

"Work done contrary to the written instructions of the Owner, Work done contrary to the Specifications, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense."

1.8 **REVISE** Article 2.40 to state the following:

"A Geotechnical Baseline Report (GBR) is included as part of the Contract Documents. The GBR is the single interpretive report addressing subsurface conditions in the Contract Documents and takes precedence over the GDR. The GBR is not the sole basis of evaluating what is or is not a Differing Site Condition (DSC). See Article 3 for the definition and process regarding DSCs. Other indications of site conditions and anticipated quantities or work are contained in other Contract Documents.

The GBR is provided for the Bidder's evaluation of the anticipated ground conditions, in planning the means and methods of construction and in preparing the Bid. In the event that the Bidder has not relied on the GBR in preparing its bid, said Bidder assumes the risk differential between the conditions described in the GBR and the conditions used in preparing its Bid should it execute an Agreement with the Owner for the Project."

2. QUESTIONS AND ANSWERS

Q1: Pursuant to the discussions at the Pre-Bid Meeting regarding the "Bidder's Qualification Statement", we are requesting Schedule D - Method Statement be eliminated as a bidding requirement. Producing the workplans as described in Schedule D prior to bid will be counterproductive. ALCOSAN will expect the project to be built in accordance with the work plans submitted at the time of bid while the construction team, which will incorporate personnel that were not on the estimating team, will want to develop their own plans to better manage the project as they see fit. Because the "Bidder's Qualification Statement" is not graded and will only be used to indicate the low bidders qualifications, we feel the information provided in Schedules A, B & C will sufficiently indicate to ALCOSAN if the low bidder has the qualifications to perform the work. Please eliminate Schedule D as a requirement for bid.

A1: See Item 1.1. of Addendum No. 5.

Q2: Article 2.20 states" Sales to the Owner may be exempt from Pennsylvania Selective Sales and Use Taxes'. Will permanent materials (i.e. concrete, rebar, steek, etc.) incorporated into the Work be sales tax exempt for this Project?

A2: Review Article 3.22. We recommend working with your finance department to make specific determinations.

Q3: Article 2.26 Qualifications and Experience of Bidders - How will the Owner score, rate or otherwise determine if the information provided in the Bidder's Qualification Statement, especially Schedules B, C & D, is acceptable?

A3: ALCOSAN will award to the lowest responsible and responsive bidder. The Bidder's Qualification Statement will determine if the bidder is considered responsible. A, B, and C will be pass/fail, and D will be for additional information. There will be no scoring or rating by the Owner.

Q4: "Article 3.56SC states "".... if the DRB’s recommendations do not resolve the Disputed Matter to Owner or Contractor’s satisfaction, either the Owner or Contractor may demand the Disputed Matter be resolved by arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association and that all findings and decisions by the arbitrators shall be conclusive and binding on both parties and shall not be appealable and judgment upon the arbitration award may be entered in the Court of Common Pleas of Allegheny County.
This same article goes on to state ""...It is mutually agreed that any controversies, claims or disputes of any nature arising out of or relating to

this Contract, or the breach thereof, or otherwise related to the Project, including any unresolved Disputed Matter, may, at the Owner's sole discretion, be resolved by legal proceedings in the courts of the Commonwealth of Pennsylvania beginning in the Court of Common Pleas, Allegheny County Pennsylvania rather than arbitration.

Question -If the Contractor demands the Disputed Matter be resolved by arbitration can the Owner override this demand and require the Disputed Matter to be resolved by legal proceedings?"

A4: Yes

Q5:. Pay Item 24 – Specific Allowance #13 – Grout Materials Used for Pre-Excavation Grouting and Cut-off Grouting states ""Measurement for this item will be as agreed between the Contractor and Owner during construction various grout types. Payment for this BID ITEM will be on an 'at cost' open-book invoiced basis including mark up and profit allowed by the Contract.""

Article 3.32.D.7.a.(2) states "" In the case of a Time and Materials Work Order and/or Change Order performed by the Contractor's subcontractors, at whatever tier, add a fifteen percent (15%) markup to the proposed costs identified and substantiated in Subparagraphs 3.32.D.1 through 3.32.D.6 for the performing subcontractor, and the next higher subcontractor and the following subcontractor or Contractor will receive a five percent (5%) mark-up each. The maximum allowable mark-up allowed on subcontractor performed work is 26.8% (15%/5%/5%). ""

Question 1 - If a subcontractor is the one purchasing the grout material is it correct that the ""markup and profit allowed by the Contract in Pay Item 24 is equal to the 15% listed in Article 3.32.D.7.a.(2)?

Question 2 - Please clarify if this pay item will be paid based on the total of the invoice (provided the material is used for Pre-Excavation Grouting) or based on the quantity of material used and the unit prices shown on the invoices. If the latter, please clarify how the Contractor should be compensated for wasted materials inherent to the every grouting operation and unused materials?"

A5: Subcontractor to get 15%. Payments will be for material used, reasonable wastage for quantities above required amounts will be agreed to with the CM prior to start of work and paid for.

Q6: Due to the size and complexity of the project, would Alcosan consider 1:1 meetings to informally discuss technical/legal comments with each bidding

team which could also be monitored by a fairness monitor to ensure understanding of Alcosan's requirements for any Contractor designed items or Contractual issues?

A6: No

Q7: Please consider allowing DBE commitment statements and documentation to be submitted within 5 days after the bid. This has many benefits to both parties with maximizing potential opportunities for DBE companies.

A7: See Item 1.2 of Addendum No. 5.

Q8: Will ALCOSAN provide any compensation for Steel Escalation including rebar, structural steel, mechanical piping & equipment. This is a substantial risk if bidders are to assume responsibility.

A8: No, bids are firm upon bid opening.

Q9: Article 3.37 states, ""The Owner shall at any time retain from any monies which could otherwise be payable an amount not exceeding the amount of retainage outlined in Act 317 known as the Contractor's Act approved November 26, 1978,"" Please confirm the amount of retainage that is to be withheld by Alcosan as the referenced document only indicates the maximum retainage permitted?

A9: See Item 1.3 of Addendum No. 5.

Q10:. Bidders are required to provide a Method Statement (Provide as Schedule D, to be prepared and attached by the Bidder) with their bid submission. The bid form further states that, "The Owner reserves the right to reject any Bid if the information submitted by, or the investigation of, the Bidder fails to satisfy the Owner that the Bidder is responsible to complete the Work in the Contract Documents." There is no criteria for evaluating the adequacy of Bidder's Method Statement, therefore the Owner retains the ability to subjectively reject any bid. Since (1) award is based upon low bid and not best value and (2) due to the subjective nature of this requirement we request Alcosan remove the requirements for the Method Statement as part of the bid submission.

A10: See response to Question 1.

Q11: Article 2.09 States, "The Contract(s) will be awarded to the lowest responsive, responsible Bidder…" Article 2.25 States, "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." These two clauses are in direct contradiction and gives Alcosan the ability to subjectively select the Contractor. Please confirm award will be based upon the lowest responsive bid as stated in Article 2.09.

A11: See Item 1.4 of Addendum No. 5.

Q12: Work on Contract No. 1800 will be under four separate prime contracts. In addition, work on any of the three tunnels may occur concurrently with work on this Contract. Other than the Tunnel Junction Chamber alternatives, the Wet Weather Pump Station Contract Documents contain no information regarding how and when the interface with work on other contracts will occur other than to state in Article 3, Section 3.1 DESCRIPTION OF WORK, Paragraph B, that the Owner may bid and award to other Contractors separate contracts and other items and facilities related to the Work. Article 3, Section 3.8 COOPERATION BETWEEN CONTRACTORS / DISPUTES OR ACTIONS BETWEEN CONTRACTORS requires the Contractor to include all considerations, financial and otherwise, resulting from the requirement herein to interface, coordinate, and cooperate with Other Contractors working on the Project, as well as with the Owner and its authorized representatives. The same section requires the Contractor to agree that all claims, disputes, and other matters in question between the Contractor and Other Contractors, which arise out of or are related to this Contract or the breach thereof, shall be settled by agreement or, failing agreement, or resolved through arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then in effect, unless the parties to the dispute mutually agree otherwise. Finally, this section requires the Bidder to waive any claims against the Owner, the Final Design Consultant, and the Construction Manager for any delays or other damages caused by other contractors. Without any information regarding where, when, and how work under separate contracts on the Shaft or work on adjacent related contracts will occur, it is impossible for the Bidder to include in our bid considerations for interface, coordination, and cooperation. The Owner must establish a pre-bid baseline schedule and narrative that established the relationship of any work bid under separate contracts that will require coordination with this Contract. That being said, we request that the Owner provide a pre-bid baseline schedule and narrative establishing the relationship of any work bid under separate contracts that will require coordination with this Contract. With that information, the Bidder can reasonably quantify the costs to interface, coordinate, and cooperate with other contractors. Unless such information is provided, we request that the language prohibiting the Bidder from making any claims against the Owner, the Final Design Consultant,

and the Construction Manager for delays or other damages caused by other contractors be removed.

A12: Contract language to remain. Reference contract drawing 000-G-06.

Q13: Reference Supplemental Conditions, Exhibit "A-3SC" Insurance : The Excess or Umbrella Liability General Aggregate and Each occurrence is listed as $75,000,000. This is atypical even for projects of this magnitude and will likely cause the bidders to add money to their bid. Please reduce these limits to $10,000,000 respectively.

A13: See Item 1.5 of Addendum No. 5.

Q14: Referring to Vol. 1, Art. 3, Sec. 3.8, we request an extension to the inspection period for an Other Contractor's work from 48 hours to a more practical timeframe, such as seven (7) calendar days. 48 hours is insufficient for a thorough inspection of preceding work. This revision allows for a proper assessment and fairly allocates the risk of hidden defects to the party that created them. Also, please clarify that the Contractor's acceptance of Other Contractor's work excludes latent defects not reasonably discoverable upon inspection.

A14: Contract language to remain.

Q15: Referring to Vol. 1, Art. 3, Sec. 3.8, please add a provision that explicitly entitles the Contractor to an equitable adjustment to the Contract Sum and/or Time if its work is delayed, interfered with, or impacted by an Other Contractor, utility owner or other third-party. This clarifies the Contractor's right to relief for costs and delays that are outside of its control, ensuring they are not unfairly penalized for another party's performance issues.

A15: Contract language to remain.

Q16: Referring to Vol. 1, Art. 3, Sec. 3.8, we request removal of the requirement for a Contractor to resolve disputes directly with or bring claims against Other Contractors. All claims for impacts caused by an Other Contractor should be directed to the Owner. The Contractor has no contractual relationship with Other Contractors. The Owner is the only party in privity of contract with all prime contractors and is therefore in the proper position to manage and resolve disputes among them. This clause unfairly shifts the Owner's project coordination risk to the Contractor.

A16: Contract language to remain.

Q17: Referring to Vol. 1, Art. 3, Sec. 3.10, We are requesting revision of the indemnity provision to a proportional indemnity. The Contractor's obligation to indemnify should be limited ""to the extent"" any damage or loss is caused by its own negligent acts or omissions. Furthermore, the scope should be limited to third-party bodily injury and tangible property damage, excluding economic losses and damage to the Work itself. The original provision makes the Contractor responsible for the concurrent negligence of the Owner and its agents. Tying the indemnity obligation to the Contractor's proportion of fault is the industry standard and creates a fair allocation of risk.

A17: Contract language to remain.

Q18: Referring to Vol. 1, Art. 3, Sec. 3.10, please add a reciprocal indemnity provision where the Owner indemnifies the Contractor, its subcontractors, and employees to the extent any losses are caused by the negligence of the Owner, its agents (including the Construction Manager and Consulting Engineer), or its own forces. Just as the Contractor is responsible for its own negligence, the Owner should be responsible for its negligence and the negligence of those it directs

A18: Contract language to remain.

Q19: Referring to Vol. 1, Art. 3, Sec. 3.10, in the final paragraph regarding the waiver of subrogation, please revise the exception for the professional liability of the Consulting Engineer and Construction Manager. The exception should apply ""to the extent"" their actions cause the damage, rather than only when they are the ""sole cause."" The ""sole cause"" trigger is an extremely high and often unprovable standard. Aligning the exception with a comparative fault standard (""to the extent caused by"") is more equitable and consistent with the proportional indemnity requested above. It ensures that subrogation is waived only for the Contractor's fault, not for the fault of the Owner's professional consultants.

A19: Contract language to remain.

Q20: Referring to Vol. 1, Art. 3, Sec 3.23, we request removal of the first paragraph stating that the Owner is the sole judge of the Contract Documents and that its interpretations are ""final, conclusive, and binding."" This clause makes the Owner the judge and jury in its own case, which is contrary to the principles of fair dealing and undermines the formal dispute resolution process. Contract interpretation disputes should be subject to an impartial resolution process.

A20: Contract language to remain.

Q21: Referring to Vol. 1, Art. 3, Sec. 3.23, subparagraph C, please add a provision clarifying that if the Owner or Engineer directs a change in the sequence or conduct of the Work, the Contractor is entitled to an equitable adjustment to the Contract Sum and/or Time for any resulting impacts on its cost or schedule. While the Owner has the right to direct the work, exercising that right can have significant cost and schedule implications. The contract must recognize that if an Owner directed change in sequence causes the Contractor to incur additional costs or time, it must have a clear contractual path to be compensated and relief.

A21: Contract language to remain.

Q22: Referring to Vol. 1, Art. 3, Sec. 3.32,subsection B.1, we request revision of the claim notice provisions. The revisions should clarify that the 7-day requirement is for an initial ""notice of claim,"" not a fully quantified claim. Please also change the penalty for late notice from an absolute waiver to a more equitable standard where a claim is only waived ""to the extent the Owner is prejudiced"" by the untimely notice.

The primary purpose of a notice clause should be to alert the Owner to a developing issue so it can be observed and mitigated, not to serve as a procedural trap to defeat a valid claim. Adopting a ""prejudice"" standard is a much fairer approach that protects the Owner from any actual harm caused by a delay in notice while protecting the Contractor from forfeiting its rights on a technicality.

A22: Contract language to remain. Article 3.32.B.1 does not state fully quantified claim.

Q23: Referring to Vol. 1, Art. 3, Sec. 3.34, we request replacement of the current ""no damages for delay"" framework in paragraph D with a provision that clearly defines and separates delay categories, as is standard industry practice. Specifically, the contract should differentiate between:

a) Compensable Delays: Events for which the Owner is directly or contractually responsible (e.g., its own or its CMs acts/omissions, changes, DSC, delays by its Other Contractors, etc.), entitling the Contractor to an equitable adjustment in both contract time and sum.

(b) Excusable, Non-Compensable Delays: Events beyond either party's control (e.g., Acts of God, industry-wide labor disputes, etc.), entitling the Contractor to a time extension only.

The original clause is an overly broad ""no damages for delay"" provision

that unfairly shifts the risk for all delays, including those caused by the Owner and its other contractors, onto the Contractor. Establishing clear categories for compensable and excusable delays creates a predictable and equitable framework that properly allocates risk.

A23: Contract language to remain. Contractors will be compensated for additional work per 3.32. Delays and Extension of Time are covered under 3.34.

Q24: Referring to Vol. 1, Art. 3, Sec. 3.34, in conjunction with the RFI 40, please revise the contract to allow for the recovery of legitimate, demonstrable costs for compensable delays, including extended field office facilities, supervision, labor and other time related costs. A compensable delay, by definition, should make the contractor whole for costs incurred due to no fault of its own.

A24: Contract language to remain.

Q25: Referring to Vol. 1, Art. 3, Sec. 3.34, please remove the language in paragraph H that bars any claim for costs resulting from Owner directed rescheduling or resequencing of the Work. If the Owner exercises its right to re-sequence the Contractor's work, and that directive results in inefficiencies or increased costs the Contractor must have a contractual right to seek an equitable adjustment. The current language gives the Owner the right to disrupt the Contractor's work without any financial accountability for the consequences.

A25: Contract language to remain.

Q26: "Referring to Vol. 1, Art. 3, Sec. 3.34, paragraph C, please revise the strict notice requirement so that failure to provide timely notice of a delay results in a claim waiver only ""to the extent the Owner is prejudiced"" by the late notice. As with cost claims, the purpose of delay notice is to allow the Owner to mitigate the situation. A strict forfeiture of rights is an excessive penalty for a procedural misstep, especially when the Owner has suffered no actual harm. A ""prejudice"" standard is fairer and focuses on the substantive impact of the notice rather than creating a technicality to defeat a valid claim for time.

A26: Contract language to remain.

Q27: Referring to Vol. 1, Art. 3, Sec. 3.35, we request revision of the payment terms in subsection B.4 from sixty (60) days to thirty (30) days. In addition, please add a new provision stating that if the Owner fails to pay undisputed amounts within this 30-day period, the overdue balance shall bear interest.

A 60-day payment cycle is excessive and places a significant financial strain on the Contractor's operations. Reducing it to the industry standard 30 days is critical for project cash flow. Since the contract waives the Prompt Payment Act, it is also essential to replace the Act's statutory interest penalty with a contractual one.

A27: Contract language to remain. Processing payment requires Board approval. ALCOSAN has a Board Meeting every month, except August, where payments are approved.

Q28: Referring to Vol. 1, Art. 3, Sec. 3.35, Please revise the language regarding payment for stored materials from ""the Owner, at its option, may make payments"" to ""the Owner shall make payments."" Payment for properly stored, insured, and documented materials should be a contractual obligation, not an option at the Owner's discretion. These materials represent a significant and legitimate project cost that the Contractor has incurred. Making this change is critical for managing project cash flow effectively.

A28: See Item 1.6 of Addendum No. 5.

Q29: Referring to Vol. 1, Art. 3, Sec. 3.35, Please add a provision granting the Contractor the right to suspend performance of the Work after a seven (7) day written notice period if the Owner fails to pay undisputed amounts due. This provision should also entitle the Contractor to an equitable adjustment for the costs and time impacts of such a suspension. This is a fundamental contract remedy. It provides a mechanism to enforce the Contractor's right to payment for work performed.

A29: Contract language to remain.

Q30: Referring to Vol. 1, Art. 3, Sec. 3.37, we request revision of the retainage provisions to state a clear, fixed percentage instead of referencing external statutes. We propose a fixed retainage rate of five percent (5%) of each progress payment for the duration of the project. The current reference to ""Act 317"" and its amendments is ambiguous, creating uncertainty about the actual retainage rate. Stating a clear percentage directly in the contract provides certainty and predictability for both parties. A fixed 5% rate is a fair industry standard that provides adequate security to the Owner without placing an undue financial burden on the Contractor and its subcontractors."

A30: See response to Question 9.

Q31: Referring to Vol. 1, Art. 3, Sec. 3.47, we request revision of the definition of unauthorized work so that it is based on non-conformance with the formal

""Contract Documents,"" not informal ""instructions of the Owner."" The Contract Documents represent the official, agreed upon scope and requirements for the project. Basing the standard for unauthorized work on potentially conflicting or undocumented ""instructions"" creates ambiguity and significant risk. The formal Contract Documents should always be the governing standard to ensure clarity and prevent disputes.

A31: See Item 1.7 of Addendum No. 5.

Q32: Referring to Vol. 1, Art. 3, Sec. 3.47, Please revise the timeframe for responding to a correction order. The requirement should be to ""commence"" correction within five (5) business days, rather than to fully ""comply"" within three (3) working days.It is often impractical or impossible to fully complete a correction within three days. A requirement to commence the correction promptly is a more realistic and fair standard that still ensures the Contractor is taking timely action. This change allows for a reasonable response to a notice of defective work without setting an unachievable deadline."

A32: Contract language to remain.

Q33: Referring to Vol. 1, Art. 3, Sec. 3.47, Please revise the timeframe for responding to a correction order. The requirement should be to ""commence"" correction within five (5) business days, rather than to fully ""comply"" within three (3) working days. It is often impractical or impossible to fully complete a correction within three days. A requirement to commence the correction promptly is a more realistic and fair standard that still ensures the Contractor is taking timely action. This change allows for a reasonable response to a notice of defective work without setting an unachievable deadline.

A33: Repeat of Question 32.

Q34: Referring to Vol. 1, Art. 3, Sec. 3.50, we request revision of this section to limit the Owner's right to correct work to situations where the Contractor fails to “commence” correction of specifically identified defective work within a reasonable period (e.g., five business days). The current broad language allowing the Owner to take over the work for any minor failure to comply with any contract provision should be removed. The original language allows the Owner to invoke a harsh remedy for any minor contractual deviation after an unreasonably short notice period. Our proposed change focuses this remedy on its intended purpose and provides a more practical timeframe for the Contractor to begin the correction itself.

This prevents the clause from being used disproportionately or as a tool for arbitrary takeovers.

A34: Contract language to remain.

Q35: Referring to Vol. 1, Art. 3, Sec. 3.50, Please delete the provision that allows the Owner, when correcting work, to exclude the Contractor from the site and take possession of its tools, equipment, and machinery. This provision grants the Owner an extreme remedy that is disproportionate for a ""correction of work"" clause. Such severe actions should be reserved only for a formal Termination for Default, which involves a much more rigorous process and higher threshold. The Owner's remedy for correcting a defect should be limited to performing the specific corrective work and charging the Contractor for the reasonable cost thereof.

A35: Contract language to remain.

Q36:. Referring to Vol. 1, Art. 3, Sec. 3.55, We are requesting revision of the final payment clause to specify that acceptance of final payment does not waive or release: (1) claims that the Contractor has previously submitted in writing and has identified as unsettled at the time of its final payment application, and (2) the Owner's own contractual obligations that are intended to survive project completion, such as indemnification. The current language acts as a trap, forcing the Contractor to either refuse final payment or forfeit legitimate, unresolved claims. Allowing for the explicit reservation of pending claims is a critical and standard industry practice that ensures fairness. Making the survival of obligations mutual is also equitable; if the Contractor's obligations like warranties survive, the Owner's reciprocal obligations must survive as well.

A36: Contract language to remain.

Q37: Referring to Vol. 1, Art. 3, Sec. 3.59, We request revision of the warranty standard by removing the subjective and superlative language requiring work to be of the ""highest quality and best obtainable."" The standard of quality should be based on the objective requirement to conform to the Contract Documents. Superlative standards like ""highest quality"" are ambiguous and a frequent source of disputes. The accepted industry standard, and the only one that can be objectively measured, is compliance with the agreed-upon plans and specifications as set forth in the Contract Documents.

A37: Contract language to remain (material provided per contract documents).

Q38: Referring to Vol. 1, Art. 3, Sec. 3.59, please revise the warranty period to be a straightforward one (1) year, commencing on the date of Substantial Completion of the Work, not Final Acceptance. Substantial Completion is the equitable and industry standard milestone for the warranty to begin, as this is when the Owner takes beneficial occupancy and begins using the facility. Using Final Acceptance can unfairly extend the warranty period due to minor punch list or administrative closeout items that don't affect the Owner's use of the project.

A38: Contract language to remain.

Q39: Referring to Vol. 1, Art. 3, Sec. 3.59, Please revise the provisions for corrected work as follows:

(a) Change the cure period to require the Contractor to ""commence"" correction within a more reasonable timeframe, such as five (5) calendar days, rather than show ""substantial progress"" in three days.
(a) Replace the open-ended warranty extension clause with a provision that re-warrants only the specific piece of corrected work for one year from the date of the correction, with an overall cap so that no warranty extends beyond two years from Substantial Completion.

The original cure period is unreasonably short. A requirement to ""commence"" work in 5 days is a more practical and objective standard. The original language for warranty extensions creates a complex and potentially perpetual warranty. A one-year warranty on only the corrected component is fair, and an overall cap is a commercially reasonable limit that prevents an indefinite obligation while still protecting the Owner.

A39: Contract language to remain.

Q40: Referring to Vol. 1, Art. 3, Sec. 3.60.A, we request revision of the grounds for termination to be based on a higher, more objective standard, such as a ""substantial or persistent breach of a material provision"" of the contract, removing the current broad and subjective list. Additionally, the ""opportunity to cure"" standard should be changed to require the Contractor to commence curative efforts within the 7-day notice period and continue diligently, rather than fully remedying the issue. Termination is the most extreme remedy in the contract. The grounds for it should be reserved for serious, material breaches, not minor issues. The current language allows for termination for virtually any reason. Changing the standard to a ""material breach"" and the cure requirement to a prompt ""commencement"" of the fix creates a more reasonable and equitable process that prevents disproportionate remedies for minor issues.

A40: Contract language to remain.

Q41: "Referring to Vol. 1, Art. 3, Sec. 3.60.A, Please revise the post-termination accounting to be equitable. Specifically:

(a) The Owner must pay fair rental value for the use of the Contractor's owned equipment and assume payments for rented equipment if it elects to use them to complete the Work.
(b) If the Owner's cost to complete the Work is less than the remaining contract balance, any savings must be paid to the Contractor.

The original language is punitive. Requiring payment for the use of the Contractor's assets is a basic commercial principle. Furthermore, if the Owner completes the project for less than the contract value, those savings represent the value of work the Contractor put in place and should belong to the Contractor. The proposed changes align the clause with industry standard principles of fairness, ensuring the Contractor is not unduly penalized beyond the actual costs to correct a default.

A41: Contract language to remain. Reference Article 3.60.A's fourth paragraph.

Q42: Referring to Vol. 1, Art. 3, Sec. 3.60.A, Please revise the subcontract assignment clause to state that upon assignment, the Contractor's liability is limited to acts or omissions that occurred before the date of assignment, and that the Owner assumes the obligations of the subcontract from that date forward. It is unreasonable for the Contractor to retain indefinite liability for the performance of a subcontractor after that subcontractor has been assigned to and is working under the sole direction of the Owner. The Contractor's responsibility must end when its control ends.

A42: Contract language to remain.

Q43: Referring to Vol. 1, Art. 3, Sec. 3.60.A, Please add a provision stating that the Owner's right to terminate for cause cannot be exercised after the Work has reached Substantial Completion. Once the project is substantially complete and the Owner has beneficial use, any remaining issues are, by definition, minor and should be addressed through the punch list and warranty provisions. Using the extreme remedy of termination for cause at this stage is inappropriate.

A43: Contract language to remain.

Q44: Referring to Vol. 1, Art. 3, Sec. 3.60, We request the addition of a new subsection C, ""Termination by the Contractor,"" that grants the Contractor the right to terminate the contract under specific, limited circumstances. These grounds should include:

(a) Prolonged suspension of the Work (e.g., for 90 consecutive days) due to a court order, government act, or the Owner's failure to make undisputed payments.

(b) Repeated suspensions or delays by the Owner that aggregate to an unreasonable length of time.

In the event of such a termination, the contract should provide for payment for all work properly executed, plus reasonable and verifiable costs incurred as a result of the termination. A contract should provide balanced rights and remedies. The current agreement gives the Owner multiple avenues to terminate but provides no corresponding right for the Contractor to exit the agreement, even if the Owner fundamentally breaches its obligations (like non-payment) or if the project is suspended indefinitely by outside forces. Adding a ""Termination by the Contractor"" clause is a standard industry practice that provides a necessary and equitable remedy, protecting the Contractor from being held indefinitely on a non-performing or suspended project through no fault of its own.

A44: Contract language to remain.

Q45: Referring to Vol. 1, Art. 3, Sec. 3.61, we request replacement of the current one-sided clause with a mutual waiver where both the Owner and Contractor waive claims against each other for consequential damages. This waiver should not include damages that are typically considered direct costs in the event of a delay or disruption, such as idle or inefficient labor and equipment. A mutual waiver of consequential damages is the industry standard for fairness and balanced risk allocation. The current clause is not only one sided but also improperly defines some direct costs as consequential, effectively acting as a hidden ""no damages for delay"" clause.

A45: Reference Article 3SC, 3.29.C.

Q46: Referring to Vol. 1, Art. 3, Sec. 3.61, please add a new subsection that caps the Contractor’s total aggregate liability for all claims arising from the contract, whether based on contract, tort (including negligence), strict liability, or any other legal theory (with a potential exception for willful misconduct) at the total value of the Contract Sum. It is commercially

unreasonable for the Contractor to accept unlimited financial exposure on a project for a limited fee. Capping the Contractor's liability at the contract value is a fair allocation of risk that is proportional to the potential reward. This limitation is a material consideration in the Contractor's pricing and allows it to manage its risk and insurance costs effectively.

A46: Contract language to remain.

Q47: Referring to Vol. 1, Art. 3, Sec. 3.61, please add a provision clarifying that the Contractor's liability for any delay it may cause is limited exclusively to the liquidated damages stipulated in the contract. Further, the total amount of liquidated damages that can be assessed should be capped at ten percent (10%) of the total Contract Sum. The purpose of liquidated damages is to establish a pre-agreed, exclusive remedy for delay, providing certainty for both parties. Capping the total exposure is a critical risk management measure that prevents a situation where a prolonged delay could result in penalties that are disproportionate."

A47: Contract language to remain.

Q48: Referring to Vol. 1, Art, 3SC, Sec. 3.2.D, We are requesting removal of the provision that states in the event of an unresolved conflict, the ""better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation." This clause unfairly shifts the entire risk of design conflicts and ambiguities onto the Contractor. It contractually obligates the Contractor to provide the more expensive option at its own cost whenever there is a discrepancy in the documents drafted by the Owner's design team. The proper and equitable process for an unresolved conflict is for the Contractor to provide written notice to the Owner. The Owner should then issue a clarification, and if this clarification results in an increase to the Contractor's cost or time, it should be addressed through a change order. This promotes collaboration rather than unilaterally penalizing the contractor for design ambiguities.

A48: Contract language to remain.

Q49: Referring to Vol. 1, Art, 3SC, Sec. 3.29.C, We request removal of the sentence in the second paragraph which states, ""The remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract..." This sentence directly contradicts the clear statement in the first paragraph that liquidated damages are the ""sole and exclusive remedy"". The entire purpose of a liquidated damages clause is to provide certainty for both parties by pre-agreeing on the consequence of a delay. The conflicting ""not exclusive"" language

undermines this certainty and could lead to disputes where the Owner might attempt to recover both liquidated and actual damages. Removing the contradiction ensures that the ""sole and exclusive"" remedy provision is clear and enforceable as intended.

A49: Contract language to remain.

Q50: Referring to Vol. 1, Art. 3SC, Sec. 3.56, We request revision of this section to be the single, exclusive procedure for all claims and disputes between the Contractor and the Owner. This should explicitly include claims arising from the acts, omissions, or interference of Other Contractors. The Contractor has no contractual relationship with the other prime contractors on the project. The Owner is the only party in a contract with all primes and is therefore responsible for managing their performance and resolving any conflicts between them. Requiring the Contractor to pursue claims directly against another contractor is improper and inefficient. All claims for impacts to the Contractor's work, regardless of the source, should be directed to the Owner.

A50: Contract language to remain.

Q51: Referring to Vol. 1, Art. 3SC, Sec. 3.56, please clarify that the Contractor's obligation to proceed diligently with the Work during a dispute applies to the undisputed portion of the Work. The Contractor should not be contractually obligated to perform disputed extra work for which there is no agreement on scope, cost, or time while a claim is pending. The current language could be interpreted to force the Contractor to finance disputed extra work, potentially for extended periods, until a claim is resolved. This places an unfair financial burden on the Contractor. The Contractor's duty should be to continue with the undisputed contract work to keep the project moving forward, but the Contractor should not be required to perform contested extra work until there is a formal directive and an agreed-upon mechanism for payment.

A51: Contract language to remain.

Q52: We request the addition of a new section to the contract that specifically addresses the handling of hazardous materials that are pre-existing at the Job Site or brought to the site by others. This clause should stipulate that for any such materials:

(a) The Owner, not the Contractor, shall be considered the legal ""generator.""
(b) The Contractor shall not be required to sign hazardous waste manifests or other disposal documents as the generator.
(c) All disposal must be performed using an EPA Identification Number or

other legal device obtained by and in the name of the Owner.
This proposed clause provides essential clarity by contractually assigning generator status to the Owner, who is in the proper position to assume this liability.

A52: "Hazardous materials" are not necessarily wastes for which a generator must be identified. ALCOSAN acknowledges that the Contractor would not be the generator of any waste that is pre-existing at the Site or that others bring to the Site. The Contractor will not be required to be named on, or to sign (as a generator), manifests or other disposal documents for wastes that are pre-existing or generated onsite by ALCOSAN or others.

Q53: The following sections, coupled with the lack of a Differing Site Condition Clause, place significant risk from a differing site condition on the Bidder not typical for this scope of work:

Article 2, 2.40 GEOTECHNICAL BASELINE REPORT – This section states that the GBR is not the sole basis of evaluating what is or is not a Differing Site Condition (DSC)."

Article 2, 2.02 GENERAL – Requires the Bidder to represent, through their submission of a bid, that they have investigated the nature and location of the Work and all Job Site conditions that may affect the performance of the work.

Article 2, 2.14 REFERENCE INFORMATION – This section states that none of the information given as reference by the owner is guaranteed and cannot be used as a basis for asserting any claims or demands against the Owner. This section also requires all Bidders to 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.

Article 2, 2.15 BIDDERS TO INVESTIGATE – This section requires the Bidder to examine, by any means necessary, the actual and exact existing conditions. The section further states that failure by the Bidder to recognize Job Site conditions that affect the Work shall not be considered sufficient cause for an increase in the Contract Price. Finally, this section states that the submission of a Bid will constitute an incontrovertible representation by the Bidder that the Contract Documents are sufficient in scope to convey all terms, conditions and requirements for performance and furnishing of the Work.

Article 3, 3.6 RESPONSIBILITY FOR THE WORK – This section again requires the Bidder to determine the nature and location of the work and states that failure by the Bidder to make any examination necessary for this determination shall not release the Contractor from the obligations of this Contract or be grounds for any claim based on Differing Site Conditions.

Article 3, 3.23 AUTHORITY OF THE OWNER – This sections names the Owner as the sole judge of the intent and meaning of the Contract Documents and deems their decision and interpretations as final, conclusive, and binding to all parties.

The Owner should revise the above sections with language that reasonably shares risk between the Bidder and the Owner and also incorporate a Differing Site Condition Clause in the Contract that establishes the GBR and/or GDR as the sole basis for a differing site condition claim. Contract should be revised to allow Contractor to rely on information provided and that the Contractor "make reasonable examination" during bid phase.

A53: Article 2, 2.40 - See Addendum 5, Question 59

Article 2, 2.02 - Contract language to remain.

Article 2, 2.14 - See Addendum 5, Question 55

Article 2, 2.15 - See Addendum 5, Questions 56, 57, and 58

Article 3, 3.6 - See Addendum 5, Question 60

Article 3, 3.23 - See Addendum 5, Question 20"

Q54: We ask that the Owner revise Section 2.05 EXAMINATION OF CONTRACT DOCUMENTS AND SITE – Paragraph 2 – from ""Before submitting a Bid, Bidders shall, at their own expense, make such investigations and tests as they may deem necessary to determine their Bid for performance of the Work is in accordance with the time, price and other terms and conditions of the Contract Documents. The Owner will not reimburse Bidder's bid/proposal costs."" TO ""Before submitting a Bid, Bidders shall, at their own expense, make such reasonable investigations and tests as they may deem necessary to determine their Bid for performance of the Work is in accordance with the time, price and other terms and conditions of the Contract Documents. The Owner will not reimburse Bidder's bid/proposal costs.""

This revision represents typical contract language for this scope of work, fairly shares risk between the Bidder and the Owner, and realistically describes the pre-bid capabilities of the Bidder. "

A54: Contract language to remain.

Q55: We ask that the Owner revise Section 2.14 REFERENCE INFORMATION – Paragraph 1 – from ""All information given in the Reference Information 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."" TO ""All information given in the Reference Information 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. It is understood by all prospective Bidders that they shall be responsible for reasonably determining 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 reasonable investigation.""

This revision represents typical contract language for this scope of work, fairly shares risk between the Bidder and the Owner, and realistically describes the pre-bid capabilities of the Bidder.

A55: Contract language to remain.

Q56: We ask that the Owner revise Section 2.15 BIDDERS TO INVESTIGATE – Paragraph A – from ""Bidders must satisfy themselves, by personal examination of the Job Site(s) 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. Bidders are required to visit the Core Shed. On written advance request, the Owner will provide each Bidder reasonable access to the Core Shed to examine borings (at Bidder’s own expense) for submission of a Bid. Access will be provided between May 21, 2025 and July 2, 2025 between the hours of 8:00 AM and 4:00 PM. Bidders are to contact the Construction Manager to

request and coordinate access."" TO ""Bidders must satisfy themselves, by personal examination of the Job Site(s) and by such other reasonable means as may be necessary or helpful as to the actual 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. Bidders are required to visit the Core Shed. On written advance request, the Owner will provide each Bidder reasonable access to the Core Shed to examine borings (at Bidder's own expense) for submission of a Bid. Access will be provided between May 21, 2025 and July 2, 2025 between the hours of 8:00 AM and 4:00 PM. Bidders are to contact the Construction Manager to request and coordinate access.""
This revision represents typical contract language for this scope of work, fairly shares risk between the Bidder and the Owner, and realistically describes the pre-bid capabilities of the Bidder.

A56: Contract language to remain.

Q57: We ask that the Owner revise Section 2.15 BIDDER TO INVESTIGATE – Paragraph B – from ""If any discrepancies should be found between existing conditions and the Contract Documents, prospective Bidders shall report these discrepancies to the Owner 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."" TO ""If any discrepancies should be found between existing conditions and the Contract Documents, prospective Bidders shall report these errors, inconsistencies, discrepancies, ambiguities, or omissions to the Owner for clarification prior to submitting a Bid. The Bidder shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies, discrepancies, ambiguities, or omissions in the Contract Documents unless the Bidder recognized such error, inconsistency, discrepancy, ambiguity, or omission and failed to report it, immediately, in writing, to the Owner.""

This revision represents typical contract language for this scope of work, fairly shares risk between the Bidder and the Owner, and realistically describes the pre-bid capabilities of the Bidder.

A57: Contract language to remain.

Q58: We ask that the Owner revise Section 2.15 BIDDER TO INVESTIGATE – Paragraph C – from ""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."" TO ""The submission of a Bid will constitute a representation 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.""

This revision represents typical contract language for this scope of work, fairly shares risk between the Bidder and the Owner, and realistically describes the pre-bid capabilities of the Bidder.

A58: Contract language to remain.

Q59: We ask that the Owner revise Section 2.40 Geotechnical Baseline Report – from ""A Geotechnical Baseline Report (GBR) is included as part of the Contract Documents. The GBR provides a description of (1) certain subsurface conditions anticipated to be encountered during construction and (2) the ground behavior and groundwater conditions anticipated to be exhibited in response to the Contractor's excavation means and methods. The GBR also provides the rationale for certain design aspects and Specification requirements. Information in the GBR is based on an interpretation of information in the Geotechnical Data Report (GDR), previous construction experience, gaps in the available data, and engineering judgment. The GBR is the single interpretive report addressing subsurface conditions in the Contract Documents and takes precedence over the GDR. With respect to project elements addressed in the GBR, the GBR is not the sole basis of evaluating what is or is not a Differing Site Condition (DSC). See Article 3 for the definition and process regarding DSCs. Other indications of site conditions and anticipated quantities or work are contained in other Contract Documents."" TO ""A Geotechnical Baseline Report (GBR) is included as part of the Contract Documents. The GBR provides a description of (1) certain subsurface conditions anticipated to be encountered during construction and (2) the ground behavior and groundwater conditions anticipated to be exhibited in response to the Contractor's excavation means and methods. The GBR also provides the rationale for certain design aspects and Specification requirements. Information in the GBR is based on an interpretation of information in the Geotechnical Data Report (GDR), previous construction experience, gaps in the available data, and engineering judgment. The GBR is the single interpretive report addressing subsurface conditions in the Contract Documents and takes precedence over the GDR. The GBR and/or the GDR as provided in the Contract Documents, shall be considered the only geotechnical baseline for use in establishing the existence of a differing site condition or a change in the anticipated subsurface and/or physical condition

of the work. Other indications of site conditions and anticipated quantities or work are contained in other Contract Documents.""

This revision represents typical contract language for this scope of work, fairly shares risk between the Bidder and the Owner, and realistically describes the pre-bid capabilities of the Bidder.

A59: Reference Article 3SC, 3.3.LL. See Item 1.8 of Addendum No. 5.

Q60: We ask that the Owner revise Section 3.6 RESPONSIBILITY FOR THE WORK Paragraph 1 – from ""The Contractor represents and warrants by submission of its Bid that it has thoroughly examined and has become familiar with the Contract Documents and determined the nature and location of the Work, the general and local conditions, the availability of labor, materials, supplies, and equipment, and all other matters which can in any way affect the Work under this Contract. Failure to make any examination necessary for this determination shall not release the Contractor from the obligations of this Contract or be grounds for any claim based on Differing Site Conditions."" TO ""The Contractor represents and warrants by submission of its Bid that it has thoroughly examined and has become familiar with the Contract Documents and determined the nature and location of the Work, the general and local conditions, the availability of labor, materials, supplies, and equipment, and all other matters which can in any way affect the Work under this Contract. Failure to make any reasonable examination necessary for this determination shall not release the Contractor from the obligations of this Contract or be grounds for any claim based on Differing Site Conditions.""

This revision represents typical contract language for this scope of work, fairly shares risk between the Bidder and the Owner, and realistically describes the pre-bid capabilities of the Bidder.

A60: Contract language to remain.

Q61: Currently, there is no Differing Site Condition Clause included in the Bid Documents or the Contract. This is not typical for this scope of work. A recent underground project in the area, The North Shore Connector, included this exact Differing Site Condition Clause. We ask that the Owner include this language in the Bid Documents and the Contract. ""Article 11 - Differing Site Conditions Paragraph 11.1 - The Contractor shall promptly, upon the discovery of the following conditions, and before the conditions are disturbed, notify the Engineer in writing of:

A. Subsurface or latent physical conditions at the Worksite materially differing from those indicated in the Contract Documents or any such

conditions known by the Contractor prior to the submission of the Contractor's Bid; or

B. Unknown physical conditions at the Worksite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in this type of work. Paragraph 11.2 - The Engineer will promptly investigate the conditions, and determine if the actual conditions do differ materially. Paragraph 11.3 - If conditions are encountered that are materially different from those represented, detailed or defined, as set forth above, or those inherent in the type of work in question, and cause a compensable increase or decrease in the Contractor's cost for performing the Work, or the time required for the performance of the Work, the conditions will constitute a differing site condition and the Contractor may, subject the requirements of Section 00900, Article 1, submit in writing to the Engineer a proposed change to the Work. No request by the Contractor for an equitable adjustment, or claim by the Contractor, arising from an alleged differing site condition, shall be considered timely unless the Contractor has given the required notice. Paragraph 11.4 - Nothing contained in this Article 11 shall limit or waive the responsibilities of the Contractor as set forth in Section 00300. Article 1."

A61: Reference Article 3, Paragraph(s) 3.3.J, 3.6, 3.31.B.2 and 3.34.A.8 regarding Differing Site Conditions.

Q62: Article 1, "Certificate of Minority and Women's Business Enterprise Participation" on page 1-17G directs bidders to "submit, as part of their Bid, a specific proposal indicating the manner in which it will attempt to comply with this requirement. Failure of the Bidder to attempt to comply with these conditions or failure to submit with the Bid the proposal described above, or failure to sign and submit this Certificate with the Bid may disqualify the Bid as being nonresponsive. Please change this language to allow submission of the participation plan within three days of bid opening for the two apparent lowest bidders, matching the Escrow document submission requirements and Pennsylvania Department of Transportation bidding procedures. Should this change be adopted, bidders will still be held to the minority and women's business enterprise participation goals and can have their bid be found unresponsive if not submitted within three days of bid opening.

A62: See response to Question 7.

END OF ADDENDUM No. 5