

August 6th, 2024

CONTRACT NO. 1805

EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

ADDENDUM NO. 1

All bidders bidding Contract No. 1805 shall read and take note of this Addendum No. 1. The Contract Documents for Contract No. 1805 -Emergency Sewer Televising Contract 2024 – 2025 are hereby revised and/or clarified as stated below.

Acknowledgement of Contract No. 1805: Addendum No. 1 The Acknowledgement attached to Addendum No. 1 is to be signed and returned immediately via email to Kathleen P. Uniatowski at

contact.clerks@alcosan.org and included with Bidder's proposal.

Michael Lichte, P.E. Director – Regional Conveyance

Members of the Board

Shannah Tharp-Gilliam, Ph.D. Chair Person

Emily Kinkead Sylvia Wilson Harry Readshaw **Darrin Kelly** Paul Klein Theresa Kail-Smith

Arletta Scott Williams Executive Director

Douglas A. Jackson, P.E. Director **Operations & Maintenance**

Michelle M. Buys, P.E. Director Environmental Compliance

Kimberly N. Kennedy, P.E. Director Engineering & Construction

Karen Fantoni, CPA, CGMA Director Finance

Michael Lichte, P.E. Director Regional Conveyance

Jeanne K. Clark Director Governmental Affairs

Julie Motley-Williams Director Administration

ACKNOWLEDGEMENT OF

CONTRACT 1805 EMERGENCY SEWER TELEVISING CONTRACT 2024 - 2025

ADDENDUM NO. 1

FIRM NAME: _____

SIGNATURE: _____

TITLE:

DATE: _____

August 6th, 2024

CONTRACT NO. 1805

EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

ADDENDUM NO. 1

Contract 1805 Addendum #1

ALLEGHENY COUNTY SANITARY AUTHORITY PITTSBURGH, PENNSYLVANIA

CONTRACT NO. 1805 EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

ADDENDUM 1

August 6th, 2024

This Addendum 1 consists the following attachments: Attachment A – Revised Article 1 Attachment B – Revised Article 2 Attachment C – Contract Maps/Drawings (with Additional Areas of Work) Attachment D – Revised Technical Specification Section 01010 – Summary Work Attachment E – Minutes including Attendance List

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) – **Contract 1805 - Emergency Sewer Televising Contract 2024-2025**. 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 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 1 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.

The question period has been extended to <u>11:00 AM</u> prevailing time, on <u>Friday, August 23, 2024</u>. The Submission and Opening of Bid date has been extended to <u>11:00 AM</u> prevailing time, on <u>Wednesday, August 28, 2024</u>, as described in this Addendum 1 below and in the included documents.

THIS ADDENDUM 1 SHALL BE FASTENED TO THE PROCUREMENT CONTRACT DOCUMENTS AND SUBMITTED WITH THE BID FOR WORK INCLUDED UNDER THIS CONTRACT.

1. <u>CHANGES TO THE FRONT END SPECIFICATIONS</u>

1.1 In BID FORM, Article 1 TOTAL BASE BID, Page 1-3, CHANGE quantities to C.6, C.8, C.9, C.10, C.12, C.13, C.15, and C.18, and ADD Bid Item 22 as such:

Item	Description	Quantity		Unit Price	Total Price
C.6	Preparatory Sewer Cleaning, As Directed	10000	LF	\$	\$
C.8	Heavy Sewer Cleaning – Hydro-Vac Truck – 12 Yard Capacity for Debris, 1800-2000 Gallon Water Tanks, 2500 PSI – 120 Gallons Per Minute High Velocity, As Directed	20	Hourly Rate w/ Operator & Laborer	\$	\$
C.9	Carbide Solid Waste Cutter for Heavy Roots, Protruding Taps and/or Heavy Debris, As Directed	40	Hourly Rate w/ Operator & Laborer	\$	\$
C.10	Debris Removal Hauled to Approved Dump Site, As Directed	25	Ton	\$	\$
C.12	Flag Person	40	Hr	\$	\$
C.13	Off-Duty Officer	40	Hr	\$	\$
C.15	Push Camera for Internal TV Inspection, 6" to 15"	100	LF	\$	\$
C.18	Lateral Camera Inspection	5	EA	\$	\$
22	CCTV Inspection of 72" Diameter Pipe, A-72-00 to UK0168K01	463	LF	\$	\$

The revised Bid Form is located within replacement Article 1 documents in Attachment A of this Addendum 1.

- 1.2 In DESCRIPTION OF BID ITEMS, Article 2, Section 2.4, Page 2-3, <u>Item C.2 to C.5 –</u> <u>INTERNAL TELEVISION SEWER INSPECTION</u>, REMOVE Appendix A located in the middle of the second sentence in the fourth paragraph and CHANGE it to "as shown on a map and as provided by the Construction Manager before the 15-minute clock begins." located in Attachment B of this Addendum 1.
- 1.3 In DESCRIPTION OF BID ITEMS, Article 2, Section 2.4, Page 2-4, <u>Item C.6 PREPARATORY</u> <u>SEWER CLEANING</u>, REMOVE Appendix A located in the middle of the second sentence in the third paragraph and CHANGE it to "as shown on a map and as provided by the Construction Manager before the 15-minute clock begins." located in Attachment B of this Addendum 1.

1.4 In DESCRIPTION OF BID ITEMS, Article 2, Section 2.04, ADD "<u>ITEM NO. 22: CCTV</u> INSPECTION OF 72" DIAMETER PIPE, A-72-00 TO UK0168K01

The unit price for "CCTV Inspection of 72" Diameter Pipe, A-72-00 to UK0168K01" 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.

Confined space entry is required to enter the A-72 regulating structure to televise upstream.

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 **Items C.7 and C.8**.

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 made for subsequent inspections."

This is located in Attachment B of this Addendum 1.

1.5 In SUBMISSION AND OPENING OF BIDS, Article 2, Section 2.07, DELETE

Bids will be received at the office of the Owner until <u>11:00 AM</u> prevailing time, on <u>Friday, August 2nd, 2024</u> at which time said Bids will be publicly opened and read aloud via Microsoft Teams Meeting.

ADD

Bids will be received at the office of the Owner until <u>11:00 AM</u> prevailing time, on <u>Wednesday, August 28th, 2024</u> at which time said Bids will be publicly opened and read aloud via Microsoft Teams Meeting.

The revised Submission and Opening of Bids is contained in replacement Article 2 documents in Attachment B of this Addendum 1.

2. <u>CHANGES TO THE TECHNICAL SPECIFICATIONS</u>

2.1 In Section 01010, Summary of Work, Page 01010-2, Item 1.02.A.1, DELETE "Appendix A contains an initial list of pipe segments to be CCTV inspected and manholes to be located. In addition to pipe segment and manhole IDs, mapping is provided to assist the Contractor in locating the Work. The Work identified in Appendix A must be completed one hundred and eighty (180) days from the Notice to Proceed." located in Attachment D of this Addendum 1.

ADD "Mapping is provided to assist the Contractor in locating the Work." Located in **Attachment D** of this Addendum 1.

3. <u>CHANGES TO MAPS AND DRAWINGS</u>

3.1 Add drawings of the A-72 structure within Attachment C in this addendum.

ALLEGHENY COUNTY SANITARY AUTHORITY PITTSBURGH, PENNSYLVANIA

CONTRACT NO. 1805 EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

ADDENDUM 1 August 6th, 2024

Attachment A – Revised Article 1 – Bidding Documents

ARTICLE 1

BIDDING DOCUMENTS

ARTICLE 1 BIDDING DOCUMENTS

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BID FORM

This Bid is submitted to the Allegheny County Sanitary Authority, herein called the Owner or the Authority, acting through its Chairman, which advertised for sealed bids for **CONTRACT. 1805**, **EMERGENCY SEWER TELEVISING CONTRACT 2024-2025** by:

Bidder's Name and Address:				
	Attn.:			
Telephone Number:		Emai	il:	_

The undersigned as Bidder, hereinafter referred to as the Contractor or Bidder, declares that the only parties interested in this Bid as Principals are named herein; that this Bid is made without collusion with any other person, firm or corporation; that no officer or agent of the Authority is directly or indirectly interested in this Bid; that it has carefully examined the annexed form on the Contract Agreement and all accompanying Contract Documents and it proposes and agrees that, if its Bid is accepted, it shall contract with the Authority in the language of the Contract Agreement to supply the necessary materials and equipment and to perform the necessary work for **CONTRACT. 1805, EMERGENCY SEWER TELEVISING CONTRACT 2024-2025** within three hundred and sixty-five (365) days for the Contract after receiving from the Authority the Notice of Award of the Contract, and the Notice to Proceed, and that they shall complete the work required by the Contract Documents including the Reference Drawings, and Specifications, in its entirety in the manner and under the conditions required at the prices listed as follows:

NOTE: Prices shall be either in ink or typewritten in both figures and words. In case of a discrepancy between the price written in words and the price written in figures, the price written in words will govern.

Unit Price Work:

Bidder proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the item, including all allowances for overhead and profit for each type and unit of Work called for in these Bidding Documents.

Bidders are advised that the Authority reserves the right to have all, a portion, or none of the unit price work completed during **CONTRACT NO. 1805**

CONTRACT NO. 1805 EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE			
GENERAL WORK								
1	Mobilization, Bonds And Insurance (Not to Exceed 5% of Total Bid Price)	1	LS	\$	\$			
C.2	Internal TV Inspection, 8"- 12" Diameter	2500	LF	\$	\$			
C.3	Internal TV Inspection, 15"- 24" Diameter	2500	LF	\$	\$			
C.4	Internal TV Inspection, 30"- 48" Diameter	1500	LF	\$	\$			
C.5	Internal TV Inspection, Greater than 48" Diameter	1000	LF	\$	\$			
C.6	Preparatory Sewer Cleaning, As Directed	10000	LF	\$	\$			
C.7	Heavy Sewer Cleaning - Hydro-Vac Truck - 12 Yard Capacity for Debris, 1800-2000 Gallon Water Tanks, 2500 PSI - 120 Gallons Per Minute High Velocity, As Directed	300	Hourly Rate w/ Operator & Laborer	\$	\$			
C.8	Heavy Sewer Cleaning - Bucket Machine Scrapers 18" to 72", Buckets 4" to 30", Swabs 4" to 30" - Sufficient Power to Operate Buckets on 1500 ft. of Cable, As Directed	20	Hourly Rate w/ Operator & Laborer	\$	\$			
С.9	Carbide Solid Waste Cutter for Heavy Roots, Protruding Taps and/or Heavy Debris, As Directed	40	Hourly Rate w/ Operator & Laborer	\$	\$			
C.10	Debris Removal Hauled to Approved Dump Site, As Directed	25	Ton	\$	\$			
C.11	Manhole and Junction GPS Location	20	EA	\$	\$			
C.12	Flag person	40	Hr	\$	\$			
C.13	Off-Duty Officer	40	Hr	\$	\$			
C.14	Labor with Compressor Truck and Miscellaneous Tools	20	Hr	\$	\$			
C.15	Traffic Control, Arrow Board	40	Hr	\$	\$			
C.16	Push Camera for Internal TV Inspection, 6" to 15"	100	LF	\$	\$			
C.17	Miscellaneous Work for a Full Crew	40	Crew Hr	\$	\$			
C.18	Lateral Camera Inspection	5	EA	\$	\$			
C.19	Bypass Pumping, 8" Pump	80	Hr	\$	\$			
C.20	Bypass Pumping Discharge Line Over 500 LF for 8" Pump, Fused Piping	1000	LF	\$	\$			
C.21	RR Insurance	2	EA	\$	\$			

ITEM	DESCRIPTION	QUA	NTITY	UNIT PRICE	TOTAL PRICE
22	CCTV Inspection of 72" Diameter Pipe, A-72-00 to UK0168K01	463	LF	\$	\$

TOTAL COST, CONTRACT. 1805, EMERGENCY SEWER	s
TELEVISING CONTRACT 2024-2025	Ψ

CONTRACT. 1805, EMERGENCY SEWER TELEVISING CONTRACT 2024-2025 Bid Total Cost

____ dollars/cents (words)

The Authority is exempt from the payment of Commonwealth of Pennsylvania Selective Sales and Use Tax. The Bidder should disregard such tax in calculating its Bid.

It is understood that the Authority reserves the right to waive any informality in or reject any or all Bids and to withhold the awarding of the Contract for **sixty (60) calendar days** after the date set for the opening of the Bids.

If the Bid is accepted by the Authority, and the undersigned shall fail to enter into a formal Contract as aforesaid, within **ten (10) calendar days** (not including Sunday or a legal holiday) from the date of receipt of notice from the Authority to the undersigned, at the address given herewith, that the Contract is ready for signature, then the Authority may procure the required **CONTRACT. 1805, EMERGENCY SEWER TELEVISING CONTRACT 2024-2025** from others.

The undersigned Bidder agrees that the Contract, if awarded to the Bidder, shall be entered into, under and pursuant to the laws of the Commonwealth of Pennsylvania and shall in all respects be construed in accordance with the laws of said Commonwealth.

Should the Bidder change the wording of the language employed in the Contract Documents including the Bid so as to alter, modify or change the Contract Documents in any degree or manner the Authority may at its discretion reject the Bid or accept it with the changes. The same applies to any letter, printed form or other document inserted in the Contract Documents accompanying the Bid. The successful Bidder shall be legally bound to comply strictly with the provisions of the Authority's Contract Documents exactly as accepted by the Authority.

CONTRACT NO. 1805

CORPORATION COMPLETE THIS PAGE

	is a corporation organized and
existing under the laws of	with principal place of
business at	
(Street Address)	(City, State and Zip Code)
and, if a non-Pennsylvania corporation [[has] / [has not] been granted a certificate of
authority to do business in Pennsylvan	ia, as required by the Pennsylvania Business
Corporation Law of 1988, approved Dec	ember 21, 1988, P.L. 1444, as amended, 15 Pa.
C.S.A. " 4101 et seq.	
ATTEST:	
(Name of Corporation)	
ignature of Certifying Officer)	(Signature of Authorized Officer)
ate:, 20	
	(Typed name of Authorized Officer)

(AFFIX CORPORATE SEAL)

* The corporation shall make certain that the secretary or assistant secretary certifies the official character and authority of the person or persons executing this Bid for the Contractor according to the form attached hereto. In lieu of such certificate, attach to the Bid copies of the records of the corporation that show the official character and authority of the officer signing. The records shall be duly certified to be true copies by the secretary or assistant secretary under corporate seal.

CORPORATION COMPLETE THIS PAGE CERTIFICATE AS TO CORPORATE OFFICER

I, _____, certify that I am [secretary]/[assistant secretary] of the corporation executing the within Bid; that ______ who signed the said Bid; on behalf of the corporation was then ______ of said corporation; that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

Date: _____, 20____

(Signature of secretary (or assistant secretary))

(AFFIX CORPORATE SEAL)

PARTNERSHIP COMPLETE THIS PAGE

is a partnership trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, <u>as amended</u>, 54 Pa. C.S.A. " 301 et seq.

(Fictitious or assumed name)

WITNESS:

*(SEAL)

(Partner trading as above)

*(SEAL)

(Partner trading as above)

Date: _____, 20____

(Street Address)

(City, State and Zip Code)

* If the executing party is a partnership, the document must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the attached Certificate. The partnership must also attach Certificate of registration under the provisions of the Fictitious Names Act.

PARTNERSHIP COMPLETE THIS PAGE CERTIFICATE AS TO PARTNERSHIP

I, a partner of ______, the partnership named as Contractor in the within Bid, certify that the following are the names and addresses of all the partners of said partnership:

(Name)

(Address)

(City, State and Zip Code)

(Name)

(Address)

(City, State and Zip Code)

Date: _____, 20

(City, State and Zip Code)

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(Signature of Certifying Partner)

INDIVIDUAL COMPLETE THIS PAGE (WHEN THE PRINCIPAL IS AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME)

_____ is an individual trading

under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A. " 301 et seq.

WITNESS:

(Fictitious or assumed name)

By: (SEAL) (Individual doing business as above)

(Street Address)

Date: _____, 20____

(City, State and Zip Code)

(WHEN THE PARTY IS AN INDIVIDUAL DOING BUSINESS IN HIS/HER INDIVIDUAL NAME)

(Individual Name)

WITNESS:

By:____(SEAL) (SEAL)

(Street Address)

Date: _____, 20

(City, State and Zip Code)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

as Principal, and	, a corporation duly
organized under the laws of the State of	, as Surety, are held and firmly bound
unto the Allegheny County Sanitary Authority, here	ein called the "Authority", its attorneys,
successors or assigns in the sum of	Dollars
(\$) lawful money of the United Sta	tes of America, for payment of which sum
well and truly to be made, we bind ourselves, our he	eirs, legal representatives, successors and
assigns, jointly and severally, firmly by these presents.	

WHEREAS, the Principal has submitted the accompanying Bid for CONTRACT 1805, EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that (1) if the Principal shall not withdraw said Bid within the period specified in the Information for Bidders, and shall within the period therein specified therefor [or, if no time is specified, within ten (10) calendar days (not including Sundays or Legal Holidays) after the prescribed forms are presented to it for execution] enter into a written Contract with the Authority in accordance with the Bid as required, for the faithful performance of such Contract and for the payment of labor and materials and execute and deliver to the Authority all bonds and other instruments required to be executed and delivered by the Principal in accordance with the Contract Documents, or (2) in the event of the unauthorized withdrawal of said Bid, or the failure to enter into such Contract and give such bonds within the time specified and execute and deliver to the Authority all bonds and other instruments required to be executed and delivered by the Principal in accordance with the Contract Documents, if the Principal shall pay the Authority the difference between the amount specified in said Bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of former together with all other loss, damage or expense suffered by the Authority thereby, then, in either such case, the above obligation shall become void and of no effect: otherwise it shall remain in full force and effect.

Said Surety, for value received, hereby stipulates and agrees that the obligation of said Surety under this Bond shall in no way be impaired or affected by an extension of the time within which said Bid may be accepted and said Surety does hereby waive notice of any such extension.

Said Surety agrees that its liability hereunder shall be absolute regardless of any liability of the Principal hereunder whether by reason of any irregular or unauthorized execution of or failure to execute this Bond or otherwise.

This Bond is entered into, under and pursuant to the laws of the Commonwealth of Pennsylvania and shall in all respects be construed in accordance with the laws of said Commonwealth.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this ______ day of ______, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*

SURETY COMPLETE THIS PAGE

(Corporate Surety)

(Street Address)

(City, State and Zip Code)

ATTEST:

By: ______(Signature)

(Title)

Date: _____, 20____

(AFFIX CORPORATE SEAL)

* The Surety should attach to the Bid Bond a currently certified Power of Attorney which should be dated, sealed and executed by a live (not facsimile) signature showing that the person signing the Bid Bond for the Surety has the current authority to do so.

CONTRACT NO. 1805

CORPORATION COMPLETE THIS PAGE

	is a corporation organized
and existing under the laws of _	with principal place of
business	at

(Street Address) (City, State and Zip Code) and, if a non-Pennsylvania corporation [has] / [has not] been granted 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, <u>as amended</u>, 15 Pa. C.S.A. " 4101 et seq.

ATTEST:

(Name of Corporation)

(Signature of Certifying Officer)

Date: _____, 20____

(Signature of Authorized Officer)

(Typed name of Authorized Officer)

(AFFIX CORPORATE SEAL)

* The corporation shall make certain that the secretary or assistant secretary certifies the official character and authority of the person or persons executing this Bid Bond for the Principal according to the form attached hereto. In lieu of such certificate, attach to the Bid Bond copies of the records of the corporation, that show the official character and authority of the officer signing. The records shall be duly certified to be true copies by the secretary or assistant secretary under corporate seal.

CONTRACT NO. 1805

CORPORATION COMPLETE THIS PAGE CERTIFICATE AS TO CORPORATE OFFICER

I,	,	certify	that	Ι	am
[secretary]/[assistant secretary] of the cor	poration executing the	within E	Bid Bo	nd;	that
	who signe	ed the said	l Bid B	onc	l; on
behalf of the corporation was then				of	said
corporation; that I know his signature and	his signature thereto is	genuine	; and t	hat	said
Bid Bond was duly signed, sealed and att	ested for and in behalf	of said of	corpora	atio	n by
authority of its governing body.					

Date: _____, 20____

(Signature of secretary (or assistant secretary))

(AFFIX CORPORATE SEAL)

PARTNERSHIP COMPLETE THIS PAGE

is a partnership trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, <u>as</u> <u>amended</u>, 54 Pa. C.S.A. " 301 et seq.

(Fictitious or assumed name)

WITNESS:

___*(SEAL)

(Partner trading as above)

*(SEAL)

(Partner trading as above)

Date: _____, 20____

(Street Address)

(City, State and Zip Code)

* If the executing party is a partnership, the document must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the attached Certificate. Principal must also attach Certificate of registration under the provisions of the Fictitious Names Act.

PARTNERSHIP COMPLETE THIS PAGE CERTIFICATE AS TO PARTNERSHIP

I, a partner of ______, the partnership named as Contractor in the within Bid Bond, certify that the following are the names and addresses of all the partners of said partnership:

(Name)

(Address)

(City, State and Zip Code)

(Name)

(Address)

(City, State and Zip Code)

Date: _____, 20____

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

(Signature of Certifying Partner)

INDIVIDUAL COMPLETE THIS PAGE (WHEN THE PRINCIPAL IS AN INDIVIDUAL DOING BUSINESS UNDER

A FIRM NAME)

is an individual trading under a fictitious or assumed name and [has] / [has not] registered under the Fictitious Names Act of Pennsylvania, namely, the Act of December 16, 1982, P.L. 1309, as amended, 54 Pa. C.S.A " 301 et seq.

WITNESS:

WITNESS:

(Fictitious or assumed name)

By: (SEAL) (Individual doing business as above)

(Street Address)

Date: _____, 20____

(City, State and Zip Code)

(WHEN THE PARTY IS AN INDIVIDUAL DOING BUSINESS IN HIS/HER INDIVIDUAL NAME)

(Individual Name)

By: ______(SEAL)

(Individual)

(Street Address)

Date: _____, 20____

(City, State and Zip Code)

CERTIFICATE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISE PARTICIPATION

CONTRACT. 1805, EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

The undersigned Bidder certifies that they have read and understand the Information for Bidders Section entitled "Minority and Women's Business Enterprise and Labor Surplus Area Policy", and further understand and agree to the minority participation goal applicable to this Contract and shall strive to expend from ten to **twenty-five percent (10-25%)** of the total cost of the Contract for minority and women's business enterprise participation.

The Bidder further certifies that they understand that they are required 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.

Name of Bidder	
Signed	
Title	

Date _____

ALLEGHENY COUNTY SANITARY AUTHORITY Failure to complete this form and submit it with bid will be sufficient cause for rejection of bid.

Note: Each sheet must be returned.

CONTRACT NO. 1805

SOLICITATION AND COMMITMENT STATEMENT MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES					
CONTRACT NO.					
1805					
List	below all MBE/WBE's	s that were solicited - whe	ther or not a commitr	nent was obtained Copy this	s form as necessary
MBE	U WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADEYES (IF YES, GIVE DATE)NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME					
ADDRESS			<u>QUOTE RECEIVED</u> YES NO	AMOUNT COMMITTED DOLLAR AMOUNT \$	
CONTACT PERSON	PHONE			PERCENT OF TOTAL BID %	
MBE	U WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	<u>COMMITMENT MADE</u> YES (IF YES, GIVE DATE) NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME					
ADDRESS			QUOTE RECEIVED YES NO	AMOUNT COMMITTED DOLLAR AMOUNT \$	
CONTACT PERSON	PHONE			PERCENT OF TOTAL BID %	
	U WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES (IF YES, GIVE DATE)NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME					
ADDRESS			<u>QUOTE RECEIVED</u> YES NO	AMOUNT COMMITTED DOLLAR AMOUNT \$	
CONTACT PERSON	PHONE			PERCENT OF TOTAL BID %	
Prepared by:		Title:		Phone:	

NOTE: It is recommended that Certification and letters of intent for each MBE/WBE commitment accompany this Solicitation and Commitment Statement.

MBE/WBE SOLICITATION AND COMMITMENT STATEMENT

BIDDER'S FIRM :	
-	

ADDRESS:

TELEPHONE:

CONTACT PERSON:

PROPOSAL AND BID FOR:

LIST BELOW ALL CONTRACTS WITH THE ALLEGHENY COUNTY SANITARY AUTHORITY DURING THE PAST THREE YEARS AND THE MBE AND WBE PARTICIPATION OBTAINED					
CONTRACT TITLE	CONTRACT DATE	AMOUNT	PARTICIPATION		COMMENTS
			MBE	WBE	

Prepared by:

Title:

MBE/WBE SOLICITATION AND COMMITMENT STATEMENT

Additional Information

The bidder presents the following as additional and supplemental information to its MBE/WBE Solicitation and Commitment Statement

Prepared by: _____ Title: _____ Phone: _____

Websites that provide certified MBE/WBE companies:

www.paucp.com

Suzanne Thomas ALCOSAN DBE Coordinator

(412) 732-8020

NON-COLLUSION AFFIDAVIT

	(Name	of Firm)	
of			and that I am
		(Title)	
I state th	at I am		
County of		_:	
State of		_:	

authorized to make this Affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible for the price(s) and the amount of this Bid.

I further state that:

- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) My firm's Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(Name of Firm)

its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (Either provide an explanation or type N/A if not applicable):

I state that

(5)

(Name of Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by:

THE ALLEGHENY COUNTY SANITARY AUTHORITY

in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from:

THE ALLEGHENY COUNTY SANITARY AUTHORITY

of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY of _____, 20___

(Notary Public)

(My Commission Expires)

CERTIFICATE OF COMPLIANCE WITH THE PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT

This Certi	ficate is supplied by		
("Contractor") to	the Allegheny County S	Sanitary Authority ("ALCOSAN") this	day
of	, 20 .		

WITNESSETH:

WHEREAS, Contractor wishes to contract with ALCOSAN relative to **CONTRACT. 1805, EMERGENCY SEWER TELEVISING CONTRACT 2024-2025** (the "Contract"); and

WHEREAS, The Pennsylvania Steel Products Procurement Act, 72 P.S. '1881 <u>et</u>. <u>seq</u>. ("Steel Procurement Act") requires that if a product contains foreign and United States steel, such product shall be determined to be a United States steel product only if at least **75%** of the cost of the articles, materials, and supplies have been mined, produced or manufactured, as the case may be, in the United States; and

WHEREAS, Contractor has represented to ALCOSAN that any and all products Contractor will supply to ALCOSAN pursuant to the Contract will be United States steel products as defined in Steel Procurement Act and Contractor does and will in all fashion and manner comply with the Steel Procurement Act and the Contract in performance of the Contract.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, Contractor does represent and promise to ALCOSAN as follows:

- 1. The above recitals are binding between the parties and are legally enforceable as if set forth in their entirety herein.
- 2. Contractor will, pursuant to the Contract, meet the definition of United States steel products as set forth in the Steel Procurement Act and will in all manner and fashion otherwise comply with the Steel Procurement Act and the Contract.
- 3. Contractor acknowledges that its representations and promises are a material consideration to ALCOSAN with regard to considering Contractor for and possibly awarding the Contract to Contractor.
- 4. Contractor does hereby promise to indemnify and save harmless the Authority, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from the breach of any representation, covenant or promise contained in this Certificate.

	Intending to be legally bound hereby	y Contractor does hereby supply this Certificate
the _	day of,	20

ATTEST:

By:	

Title:

Date:_____

CONTRACTOR'S QUALIFICATIONS STATEMENT

	(A Corporation)
Submitted by:	(A Copartnership)
	(An Individual)
Principal Office:	

The signatory of this Qualifications Statement guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

- 1. How many years has your organization been in business under your present business name?
- 2. How many years' experience does your organization have in this type of business?
- 3. On a separate sheet, attached to this document, list the categories of work, by CSI Division Number and Title that your organization will perform on this contract.
- 4. On a separate sheet, attached to this document, list the categories of work, by CSI Division Number and Title that your organization will sub-contract out on this contract.
- 5. On a separate sheet, attached to this document, list major construction projects similar in nature to this project that your organization has in progress giving the name of project, owner, architect/engineer, contract amount, percent complete, scheduled completion date, and the percentage of the total cost of the work that your organization is performing.
- 6. On a separate sheet, attached to this document, list major construction projects similar in nature to this project that your organization has completed in the past **five (5) years**, giving the name of project, owner, architect/engineer, contract amount, percent complete, scheduled completion date, and the percentage of the total cost of the work that your organization is performing.
- 7. On a separate sheet, attached to this document, list the construction experience and current commitments of the key individuals of your organization.
- 8. On a separate sheet, attached to this document, describe any equipment that your firm has to perform manhole and sewer work.
- 9. If the answer is "yes" to any of the following three questions, please attach details.
 - a. Has your organization ever failed to complete any work awarded to it?
 - b. Are there any judgements, claims, arbitration proceedings or suits pending or

CONTRACTORS	
QUALIFICATION STATEMENT	

outstanding against your organization or its officers?

- c. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last **five (5) years**?
- 10. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
 - Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses)
 - Net Fixed Assets
 - Other Assets
 - Current liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes)
 - Other liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)
 - Name and address of firm preparing attached financial statement and date thereof.
- 11. Is the attached financial statement for the identical organization named on page one? ______. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary)

Dated:
Name of Organization:
By:
Title:
being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.
Subscribed and sworn before me this date:
Notary Public:
My Commission Expires:

I,	, as	of		
I,(Typed Name)		(Title or Office)		
(Name of Corporation/Partne	, a rship)	(Type of Entity)	,	
hereby certify that I have read and un	derstand the Safe	ety Procedure as enumera	ted in the	
Contract Provisions Section entitled "	Compliance with	Health, Safety and Envir	onmental	
Laws" of	, CONTRACT.	1805, Emergency	SEWER	
TELEVISING CONTRACT 2024-2025 and that all Work will be conducted in				
accordance with OSHA standards and	other applicable	safety precautions.		

CERTIFICATION OF SAFETY PROCEDURES COMPLIANCE

Date: _____, 20____

By:_____

ALLEGHENY COUNTY SANITARY AUTHORITY PITTSBURGH, PENNSYLVANIA

CONTRACT NO. 1805 EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

ADDENDUM 1 August 6th, 2024

Attachment B – Revised Article 2 – Information for Bidders

ARTICLE 2

INFORMATION FOR BIDDERS

ARTICLE 2 INFORMATION FOR BIDDERS

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ATTACHMENT ALABOR STABILIZATION AGREEMENT LETTER OF ASSENT

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. <u>APPARENT LOW BIDDER</u> is the responsible, responsive bidder whose bid as offered in the bid form represents the lowest total as determined by the Base Bid.
- B. <u>BASE BID</u> is the total of the Base Bid for the Unit Price Work, including Contingent Bid Items, if applicable. No consideration will be given to additive or deductive alternates or other credits in determining the Base Bid.
- C. <u>BID</u> refers to all materials, items and documents included in the Bidder's response to the Owner submitted pursuant to the Contract Documents.
- D. <u>BIDDER</u> is one who submits a Bid to the Owner as distinct from a subbidder, who submits a Bid to a Bidder.
- E. <u>CONSENT DECREE</u> 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. <u>SUCCESSFUL BIDDER</u> is the lowest, responsible and responsive Bidder to whom the Owner (on the basis of 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. If any or all of the above-mentioned consultants are not retained for this Project, their duties and responsibilities shall, unless otherwise specified, be retained by the Director of Regional Conveyance ("Engineer") or the Engineer's written designee.

It is a condition to the Owner's evaluation of the Bid and possible award of the Contract that the Bidder carefully examines all of the Contract Documents and completely satisfies 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, which 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. 1805, EMERGENCY SEWER TELEVISING CONTRACT 2024-2025** (referred to as the "Work"), is primarily to handle and diagnose issues within the ALCOSAN interceptor system and municipal sewers in the service district as they become regionalized.

2.4 DESCRIPTION OF BID ITEMS

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

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 (such as C.1, C.2, etc.) are contingent items and the Owner makes no guarantee as to the fulfillment of these contingent items.

The term "manhole" shall encompass other buried sewer access points such as vaults, chambers, and other surface accessible structures.

ITEM NO. 1 – MOBILIZATION, BONDS AND INSURANCE

Payment shall be LUMP SUM for the entire project. Measurement shall be based on the percentage of work completed.

This item shall include all labor, materials, equipment, permits, and insurance necessary to initially mobilize to each work location. No additional payment under this item will be made for any short-term mobilizing-demobilizing of equipment and materials at each work location that is required to satisfy the maintenance and protection of vehicular and pedestrian traffic plan. CONTRACTOR must mobilize immediately to work site upon notification by DIRECTOR/PROJECT REPRESENTATIVE.

No additional payment will be made if the CONTRACTOR, for whatever reason, mobilizes/demobilizes more than once at a given location.

After an emergency site has been identified, the contractor has **24 hours** after notification to be fully mobilized on site. For all other sites, the contractor has up to **5 business days** to fully mobilize. The distinction between emergency and non-emergency distinction will be determined by the OWNER.

If Railroad Protective Liability Insurance is required it will be paid for under Item C.21.

ITEM NO. C.2 to C.5 – INTERNAL TELEVISION SEWER INSPECTION

Payment for "INTERNAL TELEVISION SEWER INSPECTION" 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. 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. Fees, permits, insurance and training required to conduct work within a railroad right-of-way shall be paid per each as item **C.21**.

Preparatory cleaning of the sewer including all labor, equipment (including water truck and water), materials, and other incidental work shall be as directed by the Construction Manager and covered under **Bid Item C.6**.

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

Contractor shall spend up to **15 minutes** attempting to locate each manhole. Contractor will be required to arrive at the designated manhole location as shown on a map and as provided by the Construction Manager before the 15-minute clock begins. Travel time to manholes or between manholes is considered incidental to the work and shall not constitute time spent attempting to locate a manhole. Contractor will not be compensated for any time spent traveling to or between manholes. Should Contractor be unable to find the manhole, they shall notify the Construction Manager immediately. The Construction Manager will then direct the Contractor regarding whether or not they should continue to search for the manhole. Time spent searching for a manhole beyond the initial 15-minute search period will be paid according to the contingent bid price for Item **C.17** contained in the Bid Form.

"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. The 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.6 – PREPARATORY SEWER CLEANING

Payment for "PREPARATORY SEWER CLEANING" shall be made PER LINEAR FOOT, regardless of pipe diameter and location of the sewer access point, and shall include all labor, equipment (including water truck and water), materials, and other incidental work necessary to perform preparatory sewer cleaning (defined as three full passes with a jetter). No payment will be made for cleaning work that does not conform to the Contract Documents.

Length shall be determined on the basis of the horizontal, in-place measurement of the sewer lines actually cleaned, as verified by subsequent internal television inspection and paid under its respective" INTERNAL TELEVISION SEWER INSPECTION" bid item. The length paid for cleaning a segment of pipe shall not be more than the inspected length of the pipe. 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 item. Note that some work may occur within existing railroad rights-of-ways. Fees, permits, insurance and training required to conduct work within a railroad right-of-way shall be paid per each as item C.21. Contractor shall spend up to **15 minutes** attempting to locate each manhole. Contractor will be required to arrive at the designated manhole location as shown on a map and as provided by the Construction Manager before the **15-minute** clock begins. Travel time to manholes or between manholes is considered incidental to the work and shall not constitute time spent attempting to locate a manhole. Contractor will not be compensated for any time spent traveling to or between manholes. Should Contractor be unable to find the manhole, they shall notify the Construction Manager immediately. The Construction Manager will then direct the Contractor regarding whether or not they should continue to search for the manhole. Time spent searching for a manhole beyond the initial **15-minute** search period will be paid according to the contingent bid price for Item **C.17** contained in the Bid Form.

The per-foot rate shall be applied only to the actual footage of cleaning completed and confirmed by CCTV inspection, not the entire segment of sewer between manholes. The contractor will not be compensated for travel and set-up time of the cleaning equipment on site or for downtime, e.g. while water is being hauled to the site.

Any pre-cleaning done by the Contractor to establish equipment needs or preliminary quantities shall be considered incidental to this item. Removal and disposal of debris generated as a result of preparatory cleaning shall be considered incidental to this 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 item.

ITEM NO. C.7 & C.8 – HEAVY SEWER CLEANING

Payment for "HEAVY SEWER CLEANING" shall be made PER HOUR, and shall include all labor, equipment, materials, and other incidental work necessary to perform the work regardless of pipe depth, material, or location.

This Bid Item shall be paid when heavy or mechanical cleaning is required to complete a CCTV inspection of a sewer. If after the completion of preparatory cleaning (defined as three full passes with a jetter), the line or a portion thereof remains impassible with an inspection camera, the Contractor shall conduct heavy or mechanical cleaning until a complete CCTV inspection of the entire segment can be completed. This Bid Item shall include the use of bucket machines with scrapers and swabs of the appropriate sizes as necessary to complete the Work.

Measurement and payment shall be based on the actual number of hours spent conducting heavy cleaning leading to the successful completion of a CCTV inspection and shall include the required equipment, operator and labor. The Contractor shall submit pre and post-work CCTV footage to demonstrate the completion of the Work. Pre-work CCTV inspection and any inspections required to locate or complete the Work under this Bid Item will be considered incidental. Post-work CCTV inspections will be paid under the respective **Bid Item C.2 – C.5** as described in Specification **Section 02651** – TELEVISION AND SONAR INSPECTION OF SEWERS. No payment will be made for travel time, set up, or tear down. This Bid Item is applicable for use in all pipe sizes, setups, and locations.

All superintendence, labor, materials, equipment, clearing, grubbing and site restoration, incidental traffic control, filing and acquisition of permits, permit fees, 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. Fees, permits, insurance and training required to conduct work within a railroad right-of-way shall be paid per each as item **C.21**.

"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. The cost for these traffic control measures associated with this item shall be considered incidental to this Bid Item.

Debris collected during cleaning under this Bid Item shall be payable under **Bid Item C.10**, as specified in this Contract.

ITEM NO. C.9 - CARBIDE SOLID WASTE CUTTER FOR HEAVY ROOTS, PROTRUDING TAPS, AND/OR HEAVY DEBRIS, AS DIRECTED

Payment for "CARBIDE SOLID WASTE CUTTER FOR HEAVY ROOTS, PROTRUDING TAPS, AND/OR HEAVY DEBRIS, AS DIRECTED" shall be made PER HOUR, and shall include all labor, equipment, materials, and other incidental work necessary to perform the work.

Measurement and payment shall be based on the actual number of hours spent removing roots, protruding taps, or heavy debris which prevent the successful completion of a CCTV inspection and shall include the required equipment, operator and labor. This item will not be paid for in conjunction with items C.7 or C.8. The Contractor shall submit pre and post-work CCTV footage to demonstrate the completion of the Work. Pre-work CCTV inspection and any inspections required to locate or complete the Work under this Bid Item will be considered incidental. Post-work CCTV inspections will be paid under the respective **Bid Item** C.2 – C.5 as described in Specification Section 02651 – TELEVISION AND SONAR INSPECTION OF SEWERS. No payment will be made for travel time, set up, or tear down. This Bid Item is applicable for use in all pipe sizes, setups, and locations.

All superintendence, labor, materials, equipment, clearing, grubbing and site restoration, incidental traffic control, filing and acquisition of permits, permit fees, 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. Fees, permits, insurance and training required to conduct work within a railroad right-of-way shall be paid per each as item **C.21**.

"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. The cost for these traffic control measures associated with this item shall be considered incidental to this Bid Item.

Debris collected during cleaning under this Bid Item shall be payable under **Bid Item C.10**, as specified in this Contract.

ITEM NO. C.10: DEBRIS REMOVAL, DEWATERING, HAULING, AND DISPOSAL AT AN APPROVED DUMPSITE

Payment for "DEBRIS REMOVAL, DEWATERED, HAULED TO AN APPROVED DUMP SITE" shall be made PER TON and shall include all labor, equipment, materials, and other incidental work necessary to remove and dispose of debris. A certified dump invoice shall be required for all debris removed and disposed of. This Bid Item is applicable to heavy cleaning efforts covered under **Bid Item C.7, C.8 & C.9**, as specified in this Contract. Debris removal and disposal shall be considered incidental for all preparatory cleaning activities.

Measurement for payment of this Bid Item shall be in tons based on the unit weight of the actual quantity of dewatered debris disposed of, subject to it passing a paint filter test and receipt of certified weigh slips from an approved disposal site. The contractor will be required to dewater this material prior to taking it to an approved landfill and this will require temporary facilities and boxes for storage. The contractor is responsible for setting up an account with an approved landfill. Costs for temporary storage facilities and disposal are considered incidental to this work.

"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. The cost for these traffic control measures associated with this item shall be considered incidental to this Bid Item.

ITEM NO. C.11: MANHOLE AND JUNCTION GPS LOCATION

Payment for "MANHOLE AND JUNCTION GPS LOCATION" shall be made PER EACH, regardless of location, and shall include all labor, equipment, materials, and other incidental work necessary to identify and record the coordinate location of a manhole or junction using GPS technology.

Measurement of this Bid Item shall be determined on the actual number of manholes or mapped junctions identified and located. 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 Bid Item shall be considered incidental to this Bid Item. Note that some work may occur within existing railroad rights-of-ways. Fees, permits, insurance and training required to conduct work within a railroad right-of-way shall be paid per each as item **C.21**.

The contractor will only be paid once for recording the GPS location of a manhole or junction. The use of a CCTV camera with a sonde or other locating devices to mark the location of manholes and junctions, whether covered or accessible, shall be considered incidental to this Bid Item.

Contractor shall be responsible to coordinate access, and subsequently complete GPS locating, for manholes that were identified but not GPS located because of restricted access to the structure.

"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. The cost for these traffic control measures associated with this item shall be considered incidental to this Bid Item.

ITEM NO. C.12 – TRAFFIC CONTROL, FLAGPERSON

Payment for "TRAFFIC CONTROL, FLAGPERSON" shall be paid PER HOUR, and shall include all labor, equipment, materials, filing and acquisition of permits, permit fees, and other incidental work necessary to perform the work in accordance with PENNDOT publications 408 and 213, with the Contractor's approved Traffic Control Plan, and as required by local laws and regulations.

Measurement for payment shall be based on the actual number of man hours that traffic control is provided by a uniformed flag person during manhole work and sewer cleaning and / or inspection. The contractor will not be compensated for travel and set-up / break-down time of the traffic control measures.

Flag persons shall be personnel dedicated to the effort of controlling traffic around the work site and will not be employees involved in the manhole work or cleaning or inspection of sewers or other work not specifically associated with traffic control.

Use of flag persons to direct and control traffic will be used to supplement incidental traffic control measures in areas that require more complex traffic control

measures and as required by PENNDOT and local municipal and county laws and regulations.

"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. The cost for these traffic control measures associated with this item shall be considered incidental to this Bid Item.

ITEM NO. C.13 - TRAFFIC CONTROL, OFF-DUTY POLICE OFFICER

Payment for "TRAFFIC CONTROL, OFF-DUTY POLICE OFFICER" shall be paid PER HOUR, and shall include all labor, equipment, materials, filing and acquisition of permits, permit fees, and other incidental work necessary to perform the work in accordance with PENNDOT publications 408 and 213, with the Contractor's approved Traffic Control Plan, and as required by local laws and regulations.

Measurement for payment shall be based on (1) the actual number of man hours that traffic control is provided by a local off-duty police officers during manhole work or sewer cleaning and / or inspection when the occurrence is greater than **four hours, or (2)** a value of four hours when the hours of service per occurrence is four hours or less. The contractor will not be compensated for travel and set-up / breakdown time of the traffic control measures.

Use of local off-duty police officers to direct and control traffic will be used to supplement incidental traffic control measures in areas that require more complex traffic control measures and as required by PENNDOT and local municipal or county laws and regulations.

"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. The cost for these traffic control measures associated with this item shall be considered incidental to this Bid Item.

ITEM NO. C.14 - LABOR WITH COMPRESSOR, UTILITY TRUCK AND MISCELLANEOUS TOOLS

Payment for "LABOR WITH COMPRESSOR, UTILITY TRUCK AND MISCELLANEOUS TOOLS." shall be made PER HOUR, and shall include all labor, equipment, materials, and other incidental work necessary to perform the work.

Measurement and payment shall be based on the actual number of hours that the laborer, equipment and tools are on the job site as directed to complete Contingent Item work and shall include the required equipment, operator and labor. No payment will be made for travel time.

All superintendence, labor, materials, equipment, clearing, grubbing and site restoration, incidental traffic control, filing and acquisition of permits, permit fees, 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 item. Note that some work may occur within existing railroad rights-of-ways. Fees, permits, insurance and training required to conduct work within a railroad right-of-way shall be paid per each as **item C.21**.

"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. The cost for these traffic control measures associated with this item shall be considered incidental to this item.

ITEM NO. C.15 - TRAFFIC CONTROL, ARROW BOARD

Payment for "TRAFFIC CONTROL, ARROW BOARD" shall be made PER HOUR, and shall include all labor, equipment, materials, filing and acquisition of permits, permit fees, and other incidental work necessary to perform the work in accordance with PENNDOT publications 408 and 213, with the Contractor's approved Traffic Control Plan, and as required by local laws and regulations.

Measurement for payment shall be based on the actual number of operating hours that the traffic control device is provided during manhole work or sewer cleaning and / or inspection. The contractor will not be compensated for the travel and setup / break-down time of the traffic control measures.

An arrow board will be used to supplement incidental traffic control measures in areas that require more complex traffic control measures and as required by PENNDOT and local municipal or county laws and regulations.

"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. The cost for these traffic control measures associated with this item shall be considered incidental to this Bid Item.

ITEM NO. C.16 PUSH CAMERA FOR INTERNAL TV INSPECTION, 6" - 15" SIZE

Payment for "PUSH CAMERA FOR INTERNAL TELEVISION INSPECTION" shall be made PER LINEAR FOOT determined on the basis of horizontal in-place measurement of the sewer lines actually televised. All superintendence, labor, materials, equipment, traffic control, and services described in the specifications or otherwise required to entirely complete all contract work associated with "PUSH CAMERA FOR INTERNAL TELEVISION INSPECTION" shall be included in

the unit price bid for the "PUSH CAMERA FOR INTERNAL TELEVISION INSPECTION" bid items.

ITEM NO. C.17 – MISCELLANEOUS WORK FOR A FULL TIME CREW

Payment for "MISCELLANEOUS WORK FOR A FULL CREW" shall be PER CREWHOUR for a full crew(s); labor and equipment cost for work and/or time spent on-site which is not defined by any other contract unit prices. A full crew is defined to consist of (2) laborers, (2) operators, (1) camera truck (with pipe locator) and (1) Vactor/Jetter truck, and foreman.

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 shall be prorated based on the actual number of workers in the crew.

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.

If this item is used for time spent waiting by a crew as a result of actions by the AUTHORITY at the discretion of the Director, the item shall cover all expenses involved in having a crew of workers and equipment at a site prepared to conduct work but unable to work due to circumstances outside of their control.

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.

ITEM NO. C.18 - LATERAL CAMERA INSPECTION

Payment quantities for "LATERAL CAMERA INSPECTION" shall be per lateral televised. All superintendence, labor, materials, equipment, traffic control, and services described in the specifications or otherwise required to entirely complete all contract work associated with "LATERAL CAMERA INSPECTION" shall be included in the unit price bid for this item.

Work under this item will include a full inspection report (submit for approval), and a positive identification of the lateral being televised by dye testing at the house/building involving the subject lateral.

The AUTHORITY requires that the CONTRACTOR dye test sink holes with a green dye and laterals from the house/building with blue dye.

All laterals will be televised from the upstream manhole unless otherwise directed by OWNER requiring a different method.

ITEM NO. C.19 - BYPASS PUMPING, 8" PUMP

Payment for "BYPASS PUMPING, **8**" **PUMP**" shall be made PER HOUR and shall include all labor, equipment, materials, and other incidental work necessary to perform bypass pumping necessary to divert the flow of sewage around a specific pipe segment(s).

Measurement and payment shall be based on the actual number of operating hours that the pump is in use. The maximum operating hours is **500** unless otherwise increased by the Construction Manager. Suction piping and associated fittings and valves shall be considered incidental. Discharge piping and associated fittings and valves up to and including **500 linear feet** of fused pipe shall be considered incidental. For discharge piping over **500 linear feet**, the Contractor shall be paid in accordance with **Bid Item C.20**.

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. Note that some work may occur within existing railroad rights-of-ways. Fees, permits, insurance and training required to conduct work within a railroad right-of-way shall be paid per each as item **C.21**.

"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. The cost for these traffic control measures associated with this item shall be considered incidental to this Bid Item.

ITEM NO. C.20 - BYPASS PUMPING DISCHARGE LINE OVER 500 LF FOR 8" PUMP, FUSED PIPING

Payment for "BYPASS PUMPING DISCHARGE LINE OVER **500 LF** FOR **8**" **PUMP, FUSED PIPING**" shall be made PER LINEAR FOOT and shall include all labor, equipment, materials, and other incidental work necessary to install temporary bypass pump fused discharge pipe over **500 linear feet** as described in **Bid Item C.19**.

Measurement and payment shall be based on the actual number of linear feet of bypass pump discharge piping installed greater than the **500 linear feet** considered incidental to **Bid Item C.19**.

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. Note that some work may occur within existing railroad rights-of-ways. Fees, permits, and training required to conduct work within a railroad right-of-way shall be considered incidental. For non-site-specific items fees, permits, and training required to conduct work within a railroad right-of-way shall be paid per each as item **C.21**.

"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. The cost for these traffic control measures associated with this item shall be considered incidental to this Bid Item.

ITEM NO. C.21 – RAILROAD PROTECTIVE LIABILITY INSURANCE

Measurement and payment will be made by the unit price bid PER EACH.

This item will include all costs for obtaining Railroad Protective Liability Insurance as described in **Article 3** of the **Contract Specifications**. Any administrative or miscellaneous costs associated with obtaining said insurance will be incidental to this item.

Fees, permits, and training required to conduct work within a railroad right-of-way shall be considered incidental and will not be paid for under this item.

ITEM NO. 22: CCTV INSPECTION OF 72" DIAMETER PIPE, A-72-00 TO UK0168K01

The unit price for "CCTV Inspection of 72" Diameter Pipe, A-72-00 to UK0168K01" 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 **Items C.7 and C.8**.

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 made for subsequent inspections.

Confined space entry is required to enter the A-72 regulating structure to televise upstream.

2.5 BYPASS PUMPING

The Contractor may be required to bypass pump and will be paid separately for this work. It will be the responsibility of the Contractor to have a bypass pumping system that will handle all flows.

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 associated structure(s) in which work is to be performed. The bypass system shall be of sufficient capacity to reduce the flows to acceptable levels for CCTV inspection. 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 being served by the sewers involved. In no case shall bypass pumping of a line result in either a direct or 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. <u>Republic Services (formerly Allied Waste)</u>, Route 980, 11 Boggs Road, Imperial PA 15126. Contact for the Imperial Landfill is Bernie Wilson at (724) 695-4422. ALCOSAN's grit profile number is 5083Y24767.
- B. <u>Waste Management Landfills.</u> Contact is Scott Dellinger at 412-475-2808 or sdellinge@wm.com
 - i. <u>Monroeville Landfill</u>, 600 Thomas Street, Monroeville PA 15146. ALCOSAN's sludge/grit profile number is 1.
 - ii. <u>Kelly Run Landfill</u>, 1500 Hayden Blvd., Elizabeth, PA 15037. ALCOSAN's sludge/grit profile number is 1013.
 - iii. <u>Arden Landfill</u>, Arden Station Road, Washington PA 15301. ALCOSAN's sludge/grit profile number is 30.
 - iv. <u>South Hills Landfill</u>, 3100 Hill Road, Library, PA 15129. ALCOSAN's sludge/grit profile number is 5939.
 - v. <u>Valley Landfill</u>, 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 **WILL** be rejected.

The Bid must be submitted intact, sealed and delivered in an envelope accompanied these Contract Documents, addressed to the Allegheny County Sanitary Authority, ALCOSAN Engineering Department, Attn: Contract Clerks, 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. 1805, EMERGENCY SEWER TELEVISING CONTRACT 2024-2025" shall be clearly marked in the lower left-hand corner of the sealed envelope. Hand delivered Bids shall be delivered to the Guard House located at 3300 Preble Avenue, Pittsburgh, PA 15233. The envelope shall also bear notation to clearly indicate all Addenda received by its identifying numbers and dates received. It is the

responsibility of each Bidder to make sure that its Bids are received by the Owner prior to the date and time set for opening of the Bids. Upon Bidder's failure to comply with the foregoing, the Owner WILL treat the Bids as "nonresponsive" and return them to the Bidder unopened. Bids will be received at the office of the Owner until **11:00 AM. prevailing time on Wednesday, August 28th, 2024** 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:
 - The information requested in the Information for Bidders Section
 2.27 entitled "Qualifications and Experience of Bidders."
 - 2. List of all Subcontractors, with information also demonstrating compliance with **Section 2.27** and this **Section 2.8**, as applicable.
 - 3. Applicable Inspection and 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 Inspection Equipment (Cameras, Inspection Rigs, and Sonar Equipment) and Experience (see Section 2.27). Inspection equipment shall have the specifications necessary to demonstrate the ability to conduct challenging inspection efforts.
- 6. Sewer Cleaning Equipment (Vactor and Jetting Equipment, Containers) and Experience (see Section 2.27). Vactor Equipment shall have the specifications necessary (vacuum, CFM, hose and reel length necessary to conduct such as challenging cleaning effort)
- 7. 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 Bids as nonresponsive and the Bids may be rejected for this reason alone.
- D. The Contractor shall clearly demonstrate his approach to cleaning and inspection prior to the award.

2.9 SPARE PARTS AND SPECIAL TOOLS

This section is 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 catalog 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

Alternate Bids are optional and are not in lieu of furnishing a Base Bid for the actual Work specified. During the Bid review procedure, the Alternate may 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 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. The 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. <u>Quantities</u>. 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. <u>Estimates</u>. 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. <u>Quantity of Contingent Items</u>. 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 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.
- D. <u>Diminished, Extra Work and Omissions.</u> 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 HAZARDOUS AND OTHER CONTAMINATED MATERIALS

To the best of the Owner's knowledge, there are no known instances where the work will require contact with any hazardous materials. Should contaminated materials be discovered during the course of work, its removal will be undertaken in accordance with the Change Order provisions in the General Conditions.

2.19 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.

2.20 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.

2.21 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."**

2.22 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 an 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.

2.23 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.

2.24 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.

2.25 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 2.15 hereof entitled, "Questions Regarding Contract Documents/Errors."

2.26 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 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.

2.27 QUALIFICATIONS AND EXPERIENCE OF BIDDERS

Each Bidder must be regularly engaged in and have at least **ten (10) years** of experience in, the type of work specified herein and meet the experience requirements outlined in the Specifications. 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 meets the experience requirements outlined in the Specifications for each type of Work required.
 The Contractor shall submit a detailed record of experience to the Owner 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.

2.28 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 **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 minorities 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.

2.29 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, <u>et. seq</u>. 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.

2.30 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.

2.31 PRE-BID CONFERENCE

A **PRE-BID CONFERENCE** will be held via a video conferencing call at **10:00 AM** prevailing time, on **Monday**, **July 22**, **2024**. Access will be made available to those who request access prior to the meeting and/or receive the bidding documents.

2.32 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.

2.33 MATERIALS

Submittals of a Bidder constitute 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.

2.34 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.

2.35 NEW OR REMANUFACTURED EQUIPMENT

This section is intentionally omitted from this Contract.

2.36 ALCOSAN CONSENT DECREE

Bidders are advised that this contract 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.

2.37 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.

2.38 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.

2.39 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.

2.40 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.

2.41 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 Consert 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.

2.42 ACCESS TO MANHOLES AND STRUCTURES

Where access to the various manholes and 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.

2.43 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.

2.44 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.

2.45 SPECIAL NOTICE REGARDING WATER USE

All bidders' 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.

2.46 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 require each Subcontractor to execute a copy of the Letter of Assent. The Contractor must be sure that each Subcontractor 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.

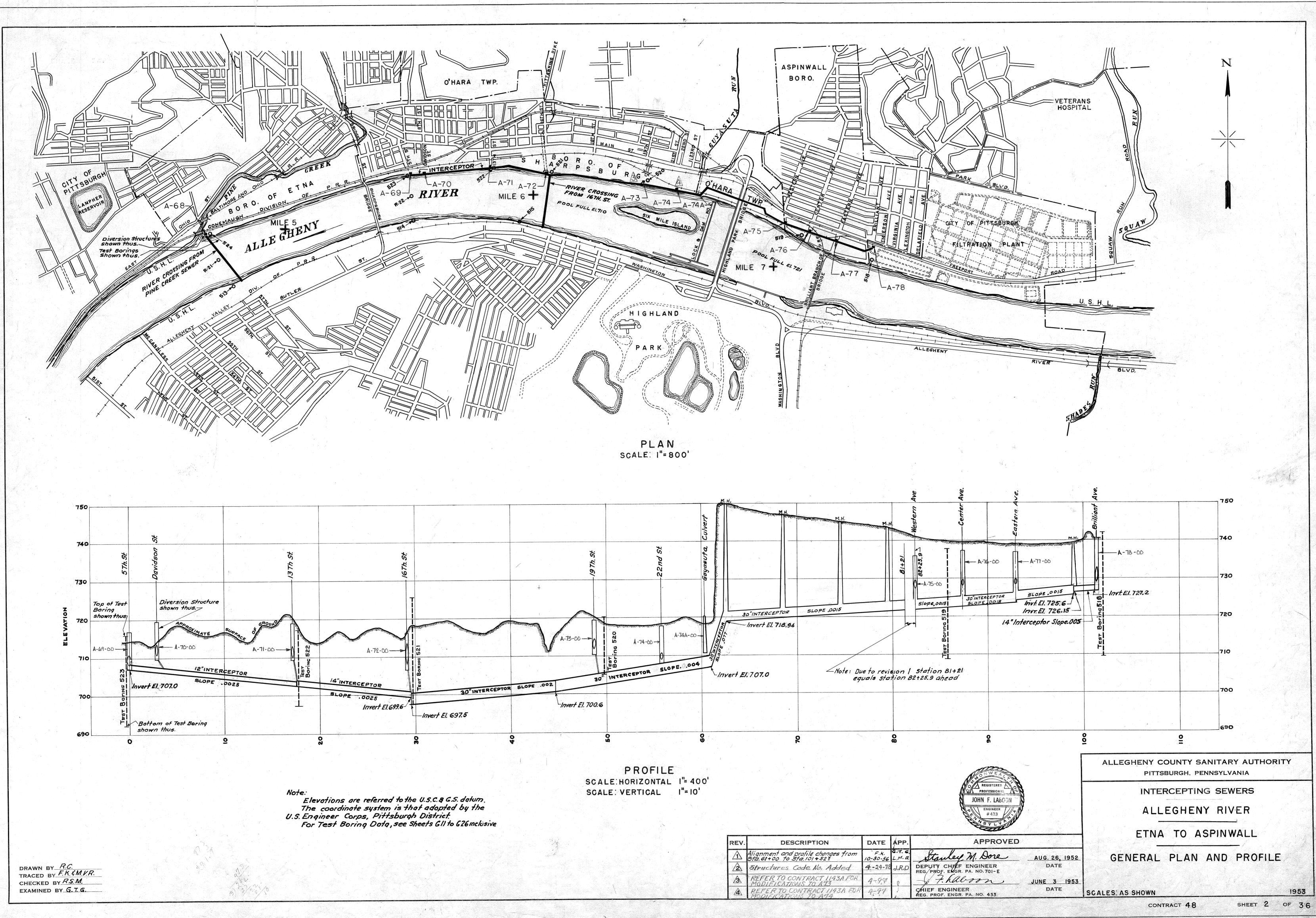
Emergency Sewer Televising Contract 2024-2025 Addendum 1 August 6th, 2024 Page 9 of 11

ALLEGHENY COUNTY SANITARY AUTHORITY PITTSBURGH, PENNSYLVANIA

CONTRACT NO. 1805 EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

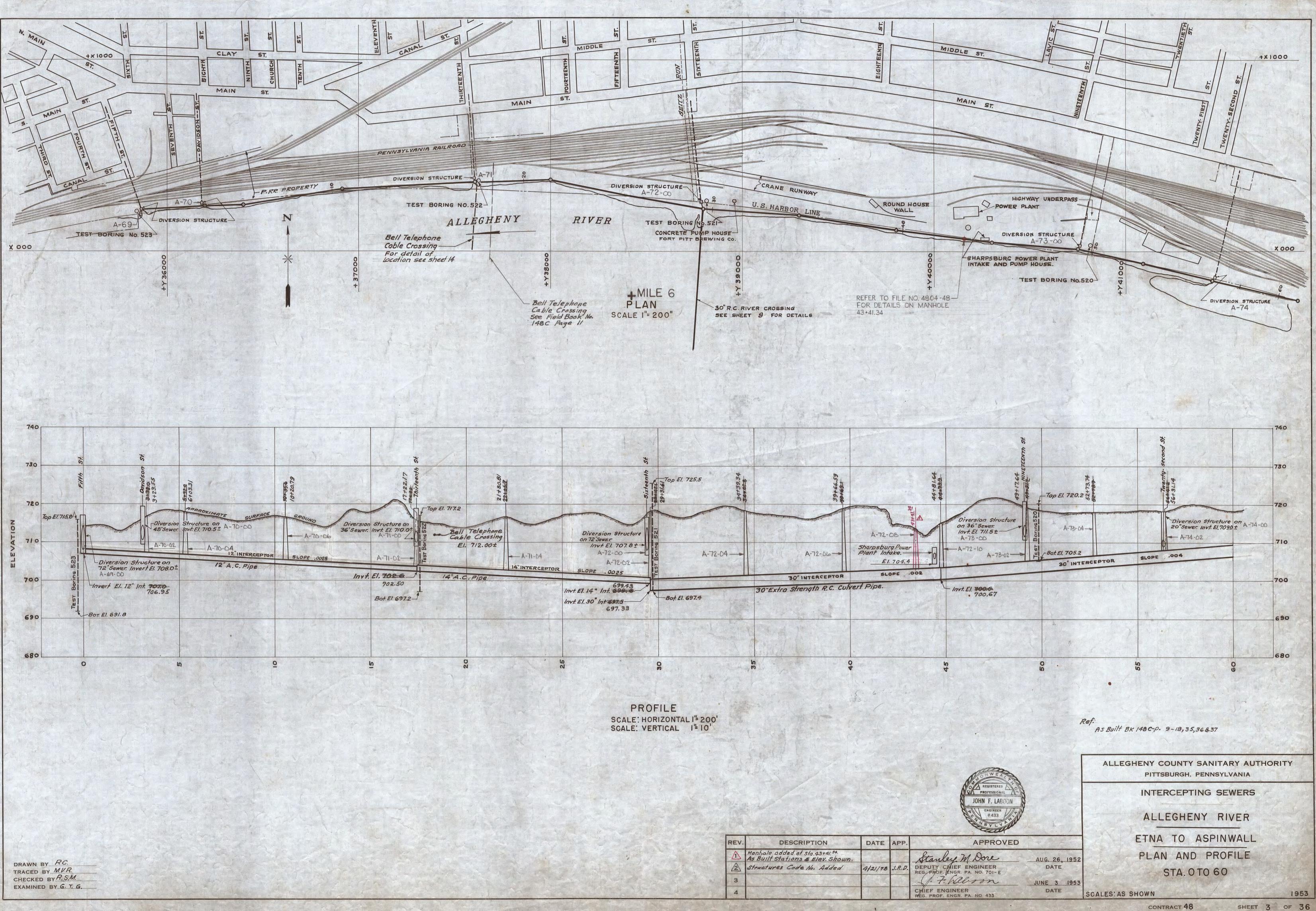
ADDENDUM 1 August 6th, 2024

Attachment C – Contract Map/Drawings (with Additional Area of Work)

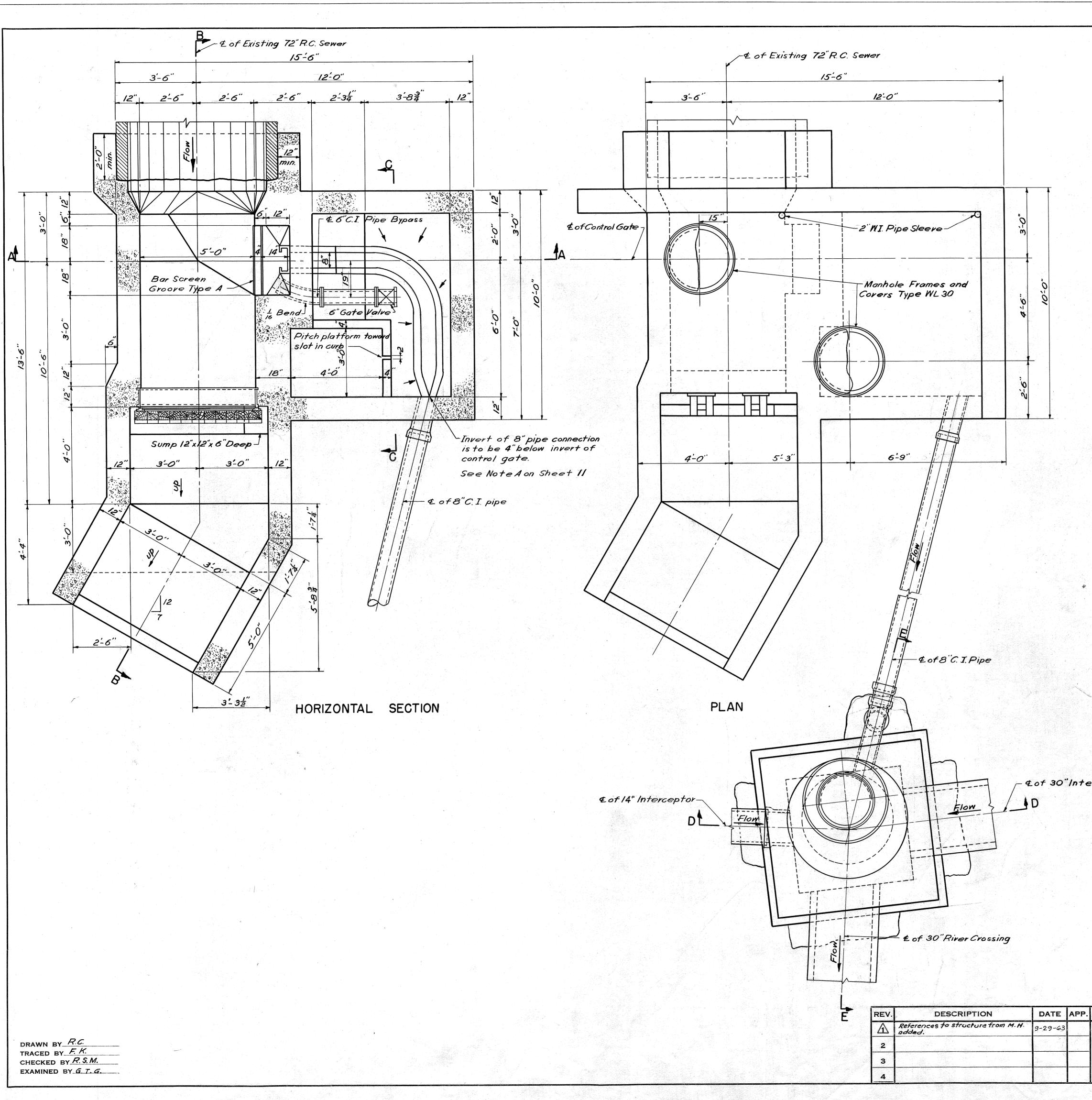


REV.	DESCRIPTION	DATE	APF
	Alignment and protile changes from Sta. 61+00 to Sta. 101+521	F.K. 10-30-56	G.T. L.M.
\underline{A}	Structures Code No. Added	4-24-78	J.R.
A	REFER TO CONTRACT 1143A FOR MODIFICATIONS TO A73	4-9,7	
A	REFER TO CONTRACT 1143A FOR MODIFICATIONS TO A114	4.97	1

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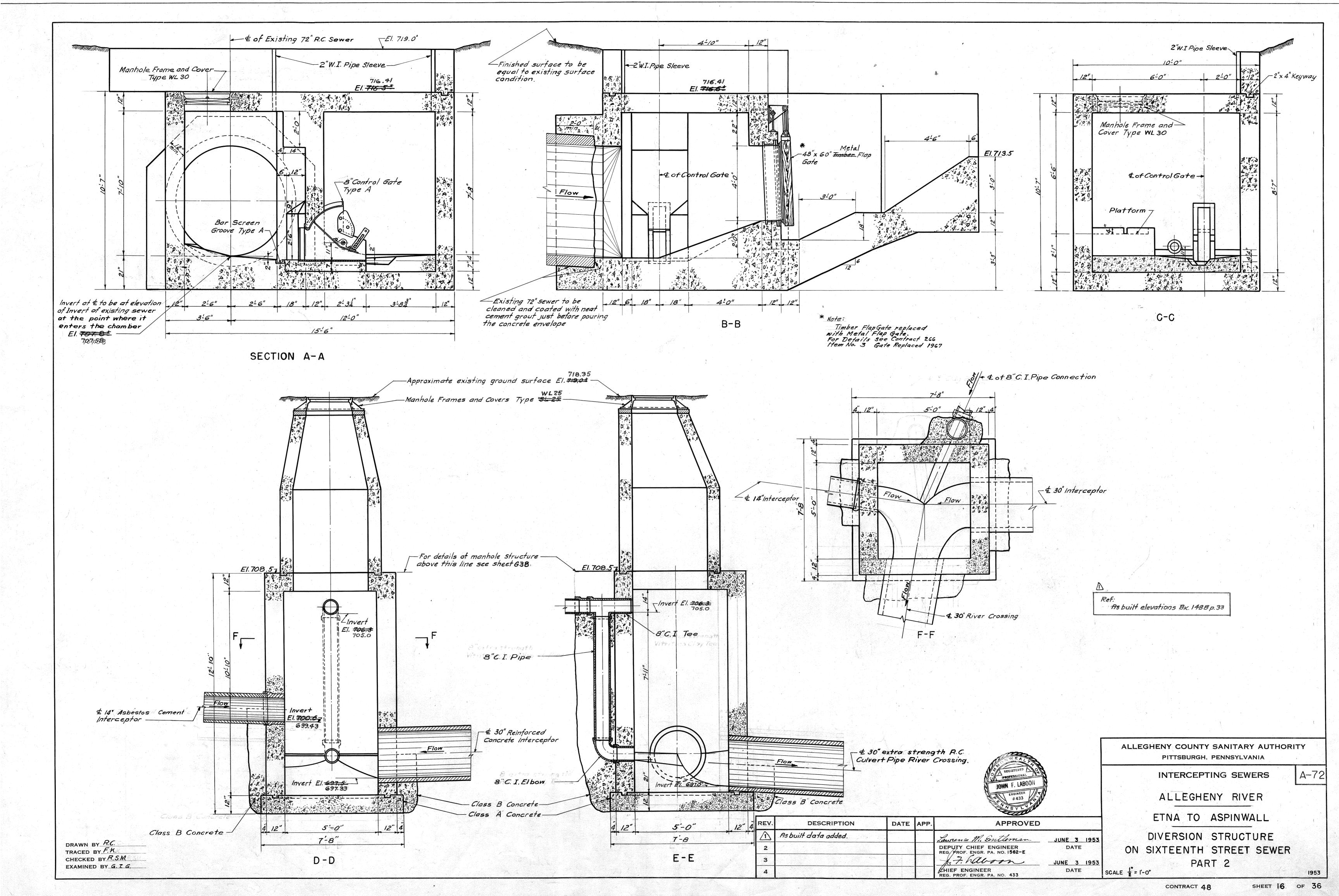


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ALLEGHENY COUNTY SANITARY AUTHORITY PITTSBURGH, PENNSYLVANIA

CONTRACT NO. 1805 EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

ADDENDUM 1 August 6th, 2024

Attachment D - Revised Technical Specification Section 01010 - Summary Work

SECTION 01010 SUMMARY OF WORK

PART 1 GENERAL

1.01 GENERAL

- A. This Contract will be implemented by a single prime contractor to meet the requirements of the Contract Documents. The following organizations may be present at the Job Site and have responsibilities described generally in Article 3, General Contract Conditions:
 - 1. Contractor
 - 2. Owner
 - 3. Construction Manager (CM)
- B. The Owner is identified as the responsible entity for certain actions in the sections of Contract Documents. The Owner may elect to delegate certain aspects of these respective duties and responsibilities to the aforementioned organizations.
- C. All contact between the Contractor and the remaining aforementioned parties shall be through the Construction Manager.
- D. No ALCOSAN, Construction Manager, municipal personnel or equipment will be available to aid in the performance of this work.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following is a general description of the work to be done under this Contract, unless noted otherwise, and is in no way meant to limit or restrict the Work required under this Contract. Refer to the Contract Documents for additional detail on the scope of the Work.
 - 1. Point lining of sewers as identified or directed
 - 2. Trenchless internal point repairs as identified or directed
 - 3. Removal of protruding taps which prevent the successful completion of a CCTV inspection
 - 4. Removal of roots which prevent the successful completion of a CCTV inspection
 - 5. Inspection of manholes compliant with a MACP Level 2 assessment and collection of additional data as required by the Specifications. The Contract must use the type of data collection equipment as specified herein.
 - 6. Preparatory cleaning of sewers to be inspected.

- 7. CCTV and Sonar inspection of sewers.
- 8. Heavy and mechanical cleaning of sewers as required to complete CCTV inspections.
- 9. Debris removal, dewatering, transport, and disposal to an approved dumpsite.
- 10. Dye testing to assess the connectivity of sewers, as directed
- 11. Traffic control.
- 12. Bypass pumping, as directed.
- 13. Site restoration, as required.
- 14. Post-repair and post-cleaning PACP compliant inspection for the entire pipe segment
- B. The following is the order in which the work shall typically be performed. Deviation from this order shall only be made at the direction of the Construction Manager or ALCOSAN. No payment shall be made for out of sequence work or for work on non-regionalization trunk sewers and structures without the explicit approval of the Construction Manager.
 - 1. Mapping is provided to assist the Contractor in locating the Work
 - 2. Preparatory cleaning of sewers to be inspected
 - 3. Point lining, protruding tap removal, root removal, or heavy cleaning are required to complete the CCTV inspection
 - 4. CCTV and Sonar inspection of sewers
 - 5. Manhole inspections, as directed
 - 6. Dye testing, as directed
 - 7. Post-repair and post-cleaning CCTV pipe inspections

1.03 DESCRIPTION OF RESPONSIBILITIES

- A. Contractor
 - 1. Furnish all labor, materials, machinery, equipment, and incidentals required to perform the preparatory cleaning and inspection of all designated sanitary and combined sewers within the project area; locate manholes and structures; confirm manhole and structure depths and diameter of connecting pipes; and appurtenant work as required and contingent work as directed.
 - 2. Project Manager/Site Superintendent: On site at all times when Work in individual Contract areas is proceeding. The Owner reserves the right to approve the

Contractor's proposed Project Manager and Site Superintendent. If at any time during the execution of the Contract the Owner determines that the Contractor's Project Manager and/or Site Superintendent are not executing the work in conformance with the Contract Documents, the Owner may request in writing that they be replaced. They shall not be replaced without written notice to Construction Manager except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications to the superintendent shall be as binding as if given to Contractor. If at any time during the Project the superintendent leaves the Project site while Work is in progress, Construction Manager shall be notified and provided with the name of the Contractor's representative having responsible charge.

- 3. Quality Control Representative: Responsible for Contractor's quality control program while Work is in progress. Notify Construction Manager of any change in quality control assignment.
- 4. Field Conditions:
 - a. Contractor shall immediately notify the Construction Manager if Contractor identifies any problems with the sewers or manholes that may require immediate attention by their respective owner. These types of problems may include, but are not limited to, concerns regarding the potential collapse of sewers or manholes, pipe blockages or surcharged flow levels in excess of 50% of pipe diameter, NASSCO defined Grade 4 or 5 defects, and/or any other condition that Contractor or Construction Manager deems to require immediate attention.
 - b. Manholes with missing or broken covers and/or frames shall be positively identified using available mapping and/or local landmarks. Upon discovery of a missing or broken cover or frame, Contractor shall notify the Construction Manager immediately.
 - c. The contractor will be responsible for ensuring that sewage does not back up or otherwise discharge into local residences, businesses, buildings, or property during the work. The contractor will be responsible for all costs associated with the cleanup and restoration of property damaged by sewage surcharges occurring during the work. The contractor should include provisions for an Emergency Cleanup Plan with his Health and Safety Plan.

The Emergency Cleanup Plan shall include a means for containment, cleanup, disinfection, and restoration in the event the contractor's equipment or work causes the backup of sewage into a residence, business, building, or area outside of the sewer system. The plan shall include available cleanup equipment and/or information on the nearest local equipment and materials supplier; names and contact information of the site superintendent(s); and typical proximity of equipment and response crews. The contractor should make provisions to be available to respond to an emergency situation on a 24-hour basis.

No additional compensation shall be made to the contractor for the implementation of the Emergency Cleanup Plan or the costs associated with completing the cleanup of sewage surcharges or spills occurring as a direct result of the contractor's work or equipment.

- 5. Permits and Approvals
 - a. The work described in the Contract Documents may require street or railroad occupancy permits, traffic and right-of-way permits, or water withdrawal, access, and usage permits. Contractor shall obtain, renew, and maintain all permits and pay all associated fees and supplemental costs required by all jurisdictional entities throughout the duration of the project. These fees may include, but are not limited to, supplemental insurance, traffic control application fees, railroad application and flagman fees, fees for connections of water supply lines to any fire hydrant, fees for the consumption of water, and fees for the disposal of waste materials. Copies of these permits must be carried with field personnel at all times when work is being performed within the affected right-of-way. Any costs related to obtaining, maintaining, and renewing these permits shall be borne by Contractor.
 - b. Water needed for sewer cleaning may need to be obtained from a remote source and be trucked to the project location by Contractor. This will be completed at the Contractor's expense. The Construction Manager will not pay for water obtained and trucked from a remote site for sewer cleaning or any other use on this project.

Contractor shall provide all necessary gate valves and/or backflow prevention devices for each hydrant connection, in accordance with the rules and regulations of the entity owning the hydrant being used. All equipment, fittings, and valves shall be in accordance with the standards set by such entity.

- 6. Public Notification:
 - a. Contractor shall notify all property owners whose properties contain the work, are adjacent to the work, or will be affected by the work at least one week prior to beginning the work. Notifications shall be hand delivered and include a letter w/door hanger providing a description of the work, anticipated schedule, and completion dates. The notice will also include the Contractor's on-site superintendent's name and phone number, and if different than the on-site superintendent, the name and phone number of the responsible party designated to answer questions for the Contractor. If the phasing of the work dictates a lull in the work greater than a week, an additional notice will be required prior to returning to work in that area. The initial notice should discuss the anticipated lull due to phasing.

Contractor shall notify all affected property owners 48 hours prior to the disruption of any sewer services or access to property. Notice shall be hand delivered and include mailers / door hangers as described above but shall also

include knocking on doors of the owners or tenants of adjoining or affected properties if the interruption of service is an unforeseen condition and has not been scheduled.

Contractor shall notify all affected property owners immediately after a return to normal service by knocking on doors or by mailers / door hangers when appropriate.

The Contractor will notify property owners in a similar manner when any previously scheduled work has been cancelled and, if available, the rescheduled date for conducting and completing the work.

Copies of all correspondence delivered to residents will be provided to the respective municipal representatives.

- 7. Safety and Protection:
 - a. Initiate, maintain, and supervise all safety precautions and programs in connection with the Work. Take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:
 - 1) All persons on the work site or who may be affected by the Work;
 - 2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
 - b. Comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury, or loss.
 - c. Before any work at the site is started, Contractor shall prepare a written plan for Project-site specific safety precautions and programs and submit to the Construction Manager for record.
 - d. Contractor shall revise Contractor's plan for safety precautions and programs at appropriate times to reflect changes in construction conditions, the Work, Contractor's means, methods, techniques, and sequences and procedures of construction. All revised plans will be submitted to the Construction Manager for record.
 - e. Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The Safety representative shall be trained in First Aid and CPR.

These qualifications shall be submitted to the Construction Manager prior to beginning work on site.

- f. The work described herein, including any internal sewer or manhole access, shall meet the minimum requirements as presented in the OSHA Standard, Title 29 CFR 1910.146, Permit Required Confined Spaces. Upon commencement of the Work, copies of all confined space entry permits must be submitted to the Construction Manager.
- g. In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, each Contractor, without special instruction or authorization from Owner or Construction Manager, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Construction Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Construction Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, Construction Manager will proceed in accordance with Article 3, General Contract Conditions.
- B. Owner (ALCOSAN):
 - 1. Enter into legal contract with Contractor for completion of the Work.
 - 2. Approve contract amendments, progress payments, and make final acceptance of the Work.
 - 3. Participate in coordination of site construction activity.
- C. Construction Manager (CM):
 - 1. Inspect and monitor Contractor progress and quality of work during all televising and associated operations. Contractor shall provide all required assistance for the Construction Manager's inspection of the work. The Construction Manager's inspector(s) will be NASSCO PACP trained and qualified to approve contingent item work when necessary and to assure quality of the televising.
 - 2. Make available for the use of Contractor, copies of all existing sewer information in the possession of the Construction Manager, which may be pertinent to the performance of Contractor services under the Scope of Work.
 - 3. Alert Contractor to any known revisions to the sewer maps in the study area, and provide updated sewer map(s) to Contractor.
 - 4. Assist the Contractor in making arrangements to provide traffic control if, and as required by, local public safety authorities. Implementation of traffic control, if required, shall be the responsibility of the Contractor.
 - 5. Assist Contractor in obtaining access to all work sites through owner of sewer.

6. On-site representative and construction inspection services.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

Emergency Sewer Televising Contract 2024-2025 Addendum 1 August 6th, 2024 Page 11 of 11

ALLEGHENY COUNTY SANITARY AUTHORITY PITTSBURGH, PENNSYLVANIA

CONTRACT NO. 1805 EMERGENCY SEWER TELEVISING CONTRACT 2024-2025

ADDENDUM 1 August 6th, 2024

Attachment E – Minutes including Attendance List



CONTRACT 1805 - EMERGENCY SEWER TELEVISING CONTRACT 2024 – 2025

PREBID MEETING AGENDA Monday July 22, 2024 10:00AM Microsoft Teams Video Conference

INTRODUCTIONS AND KICKOFF

Mike Lichte - ALCOSAN Director of Regional Conveyance *Did not attend* Dan Sharek – ALCOSAN Manager of Capital Projects Steven Bristol – ALCOSAN Project Engineer (PM) Nate Carll – ALCOSAN Interceptor Manager *Did not attend* Jeff Livezey – ALCOSAN Construction Supervisor *Did not attend* Mike McGreal - HATCH Construction Manager Courtney Dumm – HATCH Contract Administrator

MEETING INTRODUCTIONS

This Pre-Bid Meeting is being recorded for record purposes and for compiling minutes, but is not planned for distribution. The information provided in this meeting is intended to introduce the project details to potential bidders. Questions and requests for clarifications must be submitted in writing prior to the deadline for questions to be officially answered in an issued addendum.

A list of attendees for this meeting will be created based on individual's inputs (name/company/phone number/email address) in the Microsoft Teams Chat function. Participants that do not supply this information may not be accounted for in the attendee list. If anyone attending the meeting does not have the ability to enter their information, they should send it via email to steven.bristol@alcosan.org.

MBE/WBE REQUIREMENTS

Article 2 Section 2.28 and Article 1 – Pages 1-17 to 1-21. MBE/WBE requirements in the Contract urge bidders to participate in meeting the 10-25% goal. ALCOSAN accepts DBE certification from the Port Authority, Allegheny County Department of General Services and PennDOT. Any other certification will be reviewed on a case by case basis. Lack of submittal of MBE/WBE documentation is cause for rejection of the bid.

The PA UCP (<u>www.paucp.com</u>) site was a good resource to find companies.

For any questions on MBE/WBE requirements please contact Suzanne Thomas at <u>suzanne.thomas@alcosan.org</u>

ALCOSAN requires the submittal of a monthly MBE/WBE Utilization Report which will accompany the pay estimates.

ALCOSAN does not accept self-certification.

CONTRACT SUMMARY

Contract is an IDIQ CONTRACT to handle and diagnose issues within the ALCOSAN interceptor system and municipal sewers in the service district as they become regionalized, for a duration of 365 calendar days.

Review and read each item carefully to fully understand what is included with each item.

Please review the contingent item and quantity language in the Measurement and Payment section and Article 2 Sections 2.4 and 2.17.

Contract Estimate was \$727,749, now it is 672,885.40 including the A-72 section and change in quantities in the bid form.

CONSTRUCTION INSPECTION

ALCOSAN and HATCH will have on-site resident representatives assigned to review and monitor the work.

LEGAL NOTICE

Public bid opening is Wednesday, August 28, 2024 at 11:00 am. If the contractor is using a delivery service such as Fed Ex or UPS, they may wish to confirm that delivery was made prior to this time.

Contract Documents may be examined and obtained at the Engineering office of the Authority. A non-refundable fee of One hundred dollars (\$100) (no cash or credit cards will be accepted) will be charged for each set of Contract Documents received. Bid Security shall be furnished by providing with the Bid a Certified Check or Bid Bond in the amount of 10% of the Bid Price. Contract documents must be purchased directly from ALCOSAN to qualify as an eligible bidder.

Any questions regarding the Technical aspects of the Project should be directed to Steven Bristol, ALCOSAN, via email to <u>steven.bristol@alcosan.org</u>.

Any questions regarding the Purchase of Contract Documents should be directed to Tyler Trainor, ALCOSAN, via email to <u>contract.clerks@alcosan.org</u>.

Deadline for questions is 11:00 am on Friday, August 23rd, 2024.

BIDDING DOCUMENTS (ARTICLE 1)

Submission of Bid: All Article 1 documents must be completed and submitted with the bid.

Lowest responsive Bidder will be based on the <u>sum of Bid Items 1 through 21</u>. Only the Article 1 Bid Forms and supporting documents need to be submitted in the bid envelope, not the entire specifications book.

The intent is to award this contract at the September 2024 Board Meeting and issue a Notice to Proceed for October 2024.

INFORMATION FOR BIDDERS (ARTICLE 2)

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

2.3 Location – ALCOSAN Regional Conveyance System and surrounding regionalized sewer systems.

2.4 Description of Bid Items:

After an emergency site has been identified the contractor has 24 hours after notification to be fully mobilized on site. For all other sites the contractor has up to 5 business days to fully mobilize.

Prospective bidders should review the policies of the respective municipalities/PennDOT regarding Street Opening and MPT permits.

In the case of highway occupancy permits for PennDOT, you should anticipate receiving some assistance from ALCOSAN.

Railroad Protective Liability Insurance is incidental to the site-specific items.

2.7 Sealed Bids to be submitted to ALCOSAN Engineering Department on or before Bid Opening time and date of 11:00 AM, August 2^{nd} , 2024; late bids will be treated as "nonresponsive" and returned to Bidder unopened. If the Bid is submitted with conditions or exceptions, or not in conformance with the terms and conditions of the Contract Documents, it may be rejected.

- 2.8 Supplementary Information Package (SIP): Experience, Equipment, and Subcontractors.
- 2.10 ALCOSAN reserves the right to reject any and all bids.
- 2.17 Quantities:

Language per Article 2 Section 2.17 and Article 6 Section 1025 Measurement and Payment 1.3 F (c)

"Contingent items of Work shall be done when ordered in the field and shall be paid for at the contract unit bid price. The purpose of the contracts 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."

2.19 The Acknowledgment attached to Addendum No. 1 is to be signed and returned immediately to the Engineering Department at contract.clerks@alcosan.org and acknowledged with the Bidder's Proposal.

2.22 Bid Security 10% of the Total Lump Sum Price certified check or bid bond.

Attachment A: Contractor shall execute Letter of Assent prior to commencing work.

GENERAL CONTRACT CONDITIONS (ARTICLE 3)

- 3.73 Health, Safety and Environmental Laws ALCOSAN approval of safety manual required for work start.
- 3.75 Working Hours: Any work performed outside normal working hours as defined in Article 3.75 will require prior approval and 48-hours' notice.

Exhibit A – Insurance Requirements, Certificates required before any work begins.

CONTRACT AGREEMENT (ARTICLE 4)

Substantial Completion of Contract 1786: 365 Calendar days from NTP.

Liquidated Damages:

- Failure to mobilize within 5 business days of a non-emergency site \$500/day
- Failure to mobilize within 24 hours of an emergency site \$1,000/day

BONDS, CERTIFICATES AND STATEMENTS (ARTICLE 5)

Performance Bond, Labor and Material Bond, Contractors Certificate of Satisfaction, Maintenance Bond, Railroad Protection Liability Insurance (if required).

SPECIFICATIONS (ARTICLE 6)

Contractor to submit PACP databases with each payment application that are compatible with ALCOSAN asset management program Info Asset Manager.

Prior to formal submission the contractor shall submit a sample database to ALCOSAN to verify database compatibility.

ALCOSAN will supply asset names for the contractor to import into their system.

QUESTIONS

All technical questions regarding these contract documents shall be submitted in writing no later than 11:00 am on Friday, August 23rd, 2024 and should be directed to via email to steven.bristol@alcosan.org.

ALLEGHENY COUNTY SANITARY AUTHORITY

PRE-BID MEETING ATTENDANCE

PROJECT:	PROJECT: Emergency Sewer Televising Contract 2024 – 2025		CONTR	RACT: 1805
	DATE:	Monday, July 22, 2024	TIME:	10:00 A.M.

ATTENDEES

PLEASE PRINT CLEARLY

	ΝΑΜΕ	AFFILIATION	PHONE	E-MAIL
1	Steven Bristol	ALCOSAN	(412) 734-8744	steven.bristol@alcosan.org
2	Dan Sharek	ALCOSAN	(412) 734-6225	dan.sharek@alcosan.org
3	Kathleen Uniatowski	ALCOSAN	(412) 732-8049	kathleen.uniatowski@alcosan.org
4	Collin Keller	ALCOSAN	(412) 766-4810	<u>collin.keller@alcosan.org</u>
5	Judith Shropshire Bonner	ALCOSAN	(412) 766-8296	judith.bonner@alcosan.org
6	Ash Eberle	ALCOSAN	(412) 734-8716	ash.eberle@alcosan.org
7	Mike McGreal	НАТСН	(412) 314-4265	michael.mcgreal@hatch.com
8	Courtney Dumm	НАТСН	(412) 314-4239	courtney.dumm@hatch.com
9	TJ Arbino	Tele-vac Environmental	(513) 659-8870	tj@tele-vac.com
10	Sam Cancilla	Redzone Robotics, Inc.	(412) 476-8980	scancilla@redzone.com
11	Mike Long	Robinson Pipe Cleaning Company	(412) 921-2100	long@robinsonpipe.com
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