

# July 1, 2025

## **CONTRACT NO. 1808**

# CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS CONTRACT

### ADDENDUM NO. 3

All bidders bidding Contract No. 1808 shall read and take note of this Addendum No. 3. The Contract Documents for **Contract No. 1808 – CIPP Rehabilitation of the Upper Saw Mill Run and Lower Ohio Interceptors Contract** are hereby revised and/or clarified as stated below.

#### Acknowledgement of Contract No. 1808; Addendum No. 3

The Acknowledgement attached to Addendum No. 3 is to be signed and returned immediately via email to **Judith Bonner** at <u>contact.clerks@alcosan.org</u> and included with Bidder's proposal.

Michael Lichte, P.E. Director – Regional Conveyance

**Members of the Board** 

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Emily Kinkead Sylvia Wilson Harry Readshaw Darrin Kelly Theresa Kail-Smith Patrick J. Catena

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Jeanne K. Clark Director Governmental Affairs

Julie Motley-Williams Director Administration

Erica LaMar Motley Director Scholastic Programs



# **ACKNOWLEDGEMENT OF**

# CONTRACT 1808 CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS

# ADDENDUM NO. 3

FIRM NAME:			
SIGNATURE:	 		
TITLE:	 	 	
DATE:			



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# ATTACHMENT A QUESTIONS & RESPONSES



# CONTRACT 1808 CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS SEWER INSEPCTION & CLEANING CONTRACT

## **QUESTIONS & RESPONSES**

- **1.** Would the owner approve the use of HDPE and/or composite matting as an alternative to wooden mats? Would the owner consider allowing the install of a permanent access road using crushed stone and leaving in place post-construction?
  - a. Yes, the use of HDPE and/or composite matting may be acceptable. Materials will be reviewed as part of the submittal process.
  - b. No, the installation of a permanent access road using crushed stone will not be allowed. The environmental permits only allow temporary access, and permission would be required from the property owner (i.e. CSX railroad).
- 2. Several off-road areas will require tree clearing & temporary matting outside of the limits shown on the contract drawings. The proposed rehabilitation activities will need vehicular access to some of the manholes in these areas. Would the owner confirm the contractor will be permitted access? See below locations:
  - i. SM-ES-9 to SM-ES-11
  - ii. LO-ES-7 to LO-ES-9
  - iii. BC-ES-3
  - a. The erosion and sediment control measures outlined include minimum required mitigation measures to be in place during excavation and replacement of known open cut pipe replacement sections within regulated floodways. Yes, the contractor is permitted access to the manholes and locations required for repairs and rehabilitation. All in floodway work shall comply with the GP-11 permit requirements for Saw Mill Run, Lower Ohio and Brush Creek sites. All costs associated with erosion and sediment control, tree clearing, and temporary matting for these sites, and the non-floodway sites, should be included in your bid cost under items 32-35.



**3.** Bid item #16 - CIPP Rehabilitation of 24'' Diameter Sewer (All Other Sites) shows a quantity of 70 LF but the drawings do not show any 24" CIPP outside of the SMR & Lower Ohio sites. Is this footage to be considered contingent? If not, can the owner advise what location this scope covers? There was a 24" CIPP install location added via addendum #1 but it appears a separate bid item (#C-59) was provided for this work.

a. Bidder is directed to eliminate bid item #16. Quantities for 24" CIPP lining have been included in other line items. Article 1 is reissued with the revised bid tab included as part of this addendum.

# ATTACHMENT B ARTICLE I – 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 NO. 1808, CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS by:

Bidder's Name and Address:			_
			_
			_
	Attn.:		-
Telephone Number:		Facsimile Number:	

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 NO. 1808, CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS** within three hundred 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. 1808.

## CONTRACT NO. 1808 CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS

ITEM	DESCRIPTION	QUANTITY		UNIT	TOTAL
				PRICE	PRICE
	GE	NERAL WOR	K		
1	Bonds, Insurance, and Mobilization/ Demobilization (not to exceed 5% of total bid price)	1	Lump Sum		
2	Maintenance and Protection of Traffic	1	Lump Sum		
3	CIPP Rehabilitation of 15" Diameter Sewer (SMR)	1,900	Linear Ft.		
4	CIPP Rehabilitation of 18" Diameter Sewer (SMR)	1,800	Linear Ft.		
5	CIPP Rehabilitation of 24" Diameter Sewer (SMR)	800	Linear Ft.		
6	CIPP Rehabilitation of 30" Diameter Sewer (SMR)	1,500	Linear Ft.		
7	CIPP Rehabilitation of 10" Diameter Sewer (Lower Ohio)	50	Linear Ft.		
8	CIPP Rehabilitation of 12" Diameter Sewer (Lower Ohio)	400	Linear Ft.		
9	CIPP Rehabilitation of 15" Diameter Sewer (Lower Ohio)	3,100	Linear Ft.		
10	CIPP Rehabilitation of 18" Diameter Sewer (Lower Ohio)	1,200	Linear Ft.		
11	CIPP Rehabilitation of 24" Diameter Sewer (Lower Ohio)	1,000	Linear Ft.		
12	CIPP Rehabilitation of 8" Diameter Sewer (All Other Sites)	900	Linear Ft.		
13	CIPP Rehabilitation of 10" Diameter Sewer (All Other Sites)	900	Linear Ft.		
14	CIPP Rehabilitation of 12" Diameter Sewer (All Other Sites)	200	Linear Ft.		
15	CIPP Rehabilitation of 18" Diameter Sewer (All Other Sites)	150	Linear Ft.		
16	NOT USED	NA	NA	NC	T USED
17	Sewer Lateral Reinstatement (SMR & Lower Ohio)	65	Each		
18	Sewer Lateral Reinstatement (All Other Sites)	10	Each		
19	Manhole Lining (SMR & Lower Ohio)	600	VF		
20	Manhole Lining (All Other Sites)	700	VF		
21	Structure Lining (A-62/A-62-PS)	1100	SF		
22	Structure Lining (O-04-PS)	1100	SF		
23	New Manhole and Access Platform (SMR-CS-53)	1	Lump Sum		
24	New Manholes and Access Platform (SMR-CS-50)	1	Lump Sum		

				r
25	Open Cut Repair No. 1 (SMR-CS- 47 to SMR-CS-46)	1	Lump Sum	
26	Open Cut Repair No. 2 (SMR-CS- 37 to SMR-CS-36)	1	Lump Sum	
27	Open Cut Repair No. 3 (SMR-CS- 36 to SMR-CS-35)	1	Lump Sum	
28	Manhole Repair (SMR-CS-32)	1	Lump Sum	
29	New Manhole (O-03-11)	1	Lump Sum	
30	Replace Existing Outside Drop Manhole (MH-N35)	1	Lump Sum	
31	River Avenue Improvements	1	Lump Sum	
32	E/S Controls - Upper Saw Mill Run	1	Lump Sum	
33	E/S Controls - Lower Ohio Interceptor	1	Lump Sum	
34	E/S Controls - Brush Creek	1	Lump Sum	
35	E/S Controls - All Other Sites	1	Lump Sum	
36	Bypass Pumping - Upper Saw Mill Run	1	Lump Sum	
37	Bypass Pumping - Lower Ohio Interceptor	1	Lump Sum	
38	Bypass Pumping - Woodruff St.	1	Lump Sum	
39	Bypass Pumping - Brush Creek	1	Lump Sum	
40	Bypass Pumping - Hodge St.	1	Lump Sum	
41	Bypass Pumping - River Avenue	1	Lump Sum	
42	GPS and Inspection of Manholes	80	Each	
	and Structures			
	CON	FINGENT WC	ORK	
C-43	Miscellaneous Work for a Full- Time Crew	72	Crew Hours	
C-44	Permanent Bituminous Pavement Restoration (All Types)	70	TON	
C-45	Concrete Paving Base and Pavement (w/ Reinforcement)	100	CY	
C-46	Temporary Cold Patch	5	TON	
C-47	Concrete Sidewalk, Driveway and Curbing Replacement	30	SY	
C-48	Non-Structural Grouting for Joints and Pipe Connections	250	Gallon	
C-49	Debris Hauled to and Disposed of at an Approved Disposal Site, As Directed by ALCOSAN	100	TON	
C-50	Trim Protruding Taps, As Directed by ALCOSAN	10	Hours	
C-51	Root Removal, as Directed by ALCOSAN	8	Hours	
C-52	Heavy Cleaning with Hydrovac, As Directed by ALCOSAN	20	Hours	
C-53	Drag Bucket/Mechanical Cleaning, as Directed by ALCOSAN	20	Hours	
C-54	CCTV Investigation of 6"-24" Sewers (beyond incidental CCTV), as Directed by ALCOSAN	1000	LF	

C-55	Traffic Control, Off-Duty Police Officer	80	Hours		
C-56	Traffic Control, Flagperson	300	Hours		
C-57	Railroad Fees	ALLO'	WANCE	\$275,000	\$275,000
C-58	Quick Lock Point Repair (15" – 24"")	3	Each		
C-59	Homestead CIPP Rehabilitation of 24-Inch Diameter Sewer	110	LF		
C-60	Homestead Manhole Repair (MH0131D10)	1	LS		

#### TOTAL COST, CONTRACT NO. 1808, CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS

#### Contract 1808, CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS Bid Total Cost (GENERAL WORK and CONTINGENT WORK)

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 NO. 1808, CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS** 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. 1808

### **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 [h	aas] / [has not] been granted a certificate of
authority to do business in Pennsylvania	a, as required by the Pennsylvania Business
Corporation Law of 1988, approved Decer	mber 21, 1988, P.L. 1444, <u>as amended</u> , 15 Pa.
C.S.A. " 4101 et seq.	
ATTEST:	
(Name of Corporation)	
gnature of Certifying Officer)	(Signature of Authorized Officer)

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

(Address)

(Name)

(City, State and Zip Code)

(Name)

(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)

(Street Address)

WITNESS:

By:\_\_\_\_(SEAL) (SEAL)

\_\_\_\_\_

Date: \_\_\_\_\_, 20

(City, State and Zip Code)

CONTRACT NO. 1808

#### **BID BOND**

KNOW	ALL	MEN	BY	THESE	PRESENTS,	that	we		,
							as	Principal,	and
					, a corporatio	n duly	organized	d under the l	aws of
the State of		, as	Sure	ety, are he	eld and firmly	bound	l unto the	e Allegheny (	County
Sanitary Autho	ority, ho	erein ca	alled	the "Auth	ority", its atto	orneys,	successo	rs or assigns	in the
sum of					Dolla	ars (\$_		) lawful i	money
of the United St	tates of	Amerio	ca, foi	r paymen	t of which sun	n well a	nd truly t	o be made, w	ve bind
ourselves, our	heirs,	legal r	epres	sentatives	s, successors	and as	signs, joi	ntly and sev	erally,
firmly by these	prese	nts.							

#### WHEREAS, the Principal has submitted the accompanying Bid for CONTRACT NO. 1808, CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS

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. 1808

#### **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. 1808

## CORPORATION COMPLETE THIS PAGE CERTIFICATE AS TO CORPORATE OFFICER

I,	,	certify	that	Ι	am
[secretary]/[assistant secretary] of the c	corporation executing the	e within	Bid Bo	nd;	that
	who sign	ed the sa	id Bid E	Bond	l; on
behalf of the corporation was then				of	said
corporation; that I know his signature an	nd his signature thereto	is genuin	e; and t	hat	said
Bid Bond was duly signed, sealed and	attested for and in behal	f of said	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)

(City, State and Zip Code)

(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, <u>as amended</u>, 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 NO. 1808, CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS

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. 1808

SOLICITATION AND COMMITMENT STATEMENT MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES					
CONTRACT NO.	NAME OF BIDDER		ADDRESS		PHONE
1808					
List	below all MBE/WBE's	that were solicited - who	ether or not a commitr	nent was obtained Copy thi	s form as necessary
<b>D</b> 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 %	
<b>MBE</b>	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			QUOTE RECEIVED YES NO	AMOUNT COMMITTED DOLLAR AMOUNT \$	
CONTACT PERSON	PHONE			PERCENT OF TOTAL BID %	
MBE COMPANY NAME	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
ADDRESS			QUOTE RECEIVED 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 COMMEN	
	DAIL		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**

State of		:	
		S.S.	
County of		:	
	I state that I am _	(Title)	
of		(Name of Firm)	and that I am

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.

(5)

(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 \_\_\_\_\_

(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 Certificate is supplied by \_\_\_\_\_

("Contractor") to the Allegheny County Sanitary Authority ("ALCOSAN") this \_

\_\_\_\_\_day of \_\_\_\_\_, 20\_\_.

### WITNESSETH:

#### WHEREAS, Contractor wishes to contract with ALCOSAN relative to CONTRACT NO. 1808, CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS (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 he	reby Contractor does hereby supply	this Certificate
the	day of,	20	

ATTEST:

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

outstanding against your organization or its officers?

- c. Has your organization filed any law suits 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
	(Typed Name)		(Title or Office)	
		, a		,
	(Name of Corporation/Partnership)		(Type of Entity)	

### **CERTIFICATION OF SAFETY PROCEDURES COMPLIANCE**

hereby certify that I have read and understand the Safety Procedure as enumerated in the Contract Provisions Section entitled "Compliance with Health, Safety and Environmental Laws" of CONTRACT NO. 1808, CIPP REHABILITATION OF THE UPPER SAW MILL RUN AND LOWER OHIO INTERCEPTORS and that all Work will be conducted in accordance with OSHA standards and other applicable safety precautions.

Date: \_\_\_\_\_, 20\_\_\_\_

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