



Memorandum

January 6, 2025

CONTRACT NO. 1813

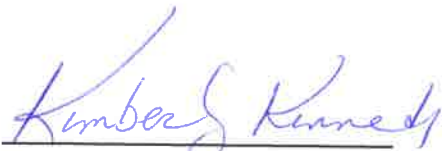
EMERGENCY SEWER CONTRACT 2025

ADDENDUM NO. 2

All bidders bidding **Contract No. 1813** shall read and take note of this **Addendum No. 2**. The Contract Documents for **Contract No. 1813 – EMERGENCY SEWER CONTRACT 2025** are hereby revised and/or clarified as stated below.

Acknowledgement of Contract No. 1813; Addendum No. 2

The Acknowledgement attached to **Addendum No. 2** is to be signed and returned immediately via email to **Kathleen Uniatowski** at contract.clerks@alcosan.org and acknowledged with Bidder's Proposal.

for: 

Michael Lichte, P.E.

Director - Regional Conveyance

ACKNOWLEDGEMENT OF
CONTRACT NO. 1813
EMERGENCY SEWER CONTRACT 2025
ADDENDUM NUMBER 2

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

January 6th, 2025

CONTRACT NO. 1813

EMERGENCY SEWER CONTRACT 2025

ADDENDUM NUMBER 2

**ALLEGHENY COUNTY SANITARY AUTHORITY
PITTSBURGH, PENNSYLVANIA**

**CONTRACT NO. 1813
EMERGENCY SEWER CONTRACT 2025
ADDENDUM NUMBER 2
January 6th, 2025**

This Addendum 2 consists the following attachments:

ATTACHMENT A- QUESTIONS ASKED OUTSIDE PRE-BID MEETING

Attachment B – Revised Article 1

Attachment C – Revised Article 2

ATTENTION BIDDERS

The following additions to and modifications of the Procurement Contract Documents will be included in and become part of the Contract for the Allegheny County Sanitary Authority (ALCOSAN) – **Contract 1813 EMERGENCY SEWER CONTRACT 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 2 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.

1. Changes to Article 1
 - 1.1 In BID FORM article 1 item 2 was moved down as C.2 as a contingent item.
 - 1.2 In BID FORM article 1 item 2 unit was changed from LS to each.
2. Changes to Article 2
 - 2.1 Item Number 2 was changed to C.2 to mean that it is a contingent item.
 - 2.2 ITEM NO. C.32 – CUTTING CONSTRUCTION ACCESS ROADS W/ RESTORATION The verbiage “as shown on the erosion & sedimentation control plan” was removed from the item description.
 - 2.3 ITEM NO. C.34 – EROSION CONTROL BLANKETS (AS DIRECTED) the verbiage “approved aggregate backfill (2A or approved)” was removed from the item description.
 - 2.4 ITEM NO. C.44– LIGHT PLANT the verbiage “this bid item. This item shall include the removal and disposal of existing and/or damaged fencing, posts, hardware and appurtenances to be replaced and the installation of new replacement gate materials

along with any new posts and hardware, as needed or directed. The materials used shall be industrial grade and matching the existing materials when performing replacements. Measurement for payment shall be determined based on the actual square feet in place of chain-link fence gate installed.

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

Payment for this item will be **PER SQUARE FOOT** of gate installed.” was removed from the item description. This removal was due to an item that was removed and did not get fully deleted.

2.5 ITEM NO. C.46 – SOIL TESTING AND STORAGE Was changed to ITEM NO. C.46 – SOIL TESTING

2.6 ITEM NO. 47 – EXCAVATED MATERIAL REMOVAL & OFF-SITE DISPOSAL in the bid item description section. Work under this item includes removal, testing, hauling, and disposal of excavated material associated with excavation work as required on the contract drawings or as directed by the Owner or Owner’s Field Representative. testing was taken out and replaced with Storing.

ATTACHMENT A: QUESTIONS ASKED OUTSIDE PRE-BID MEETING(2 page)

1. Q: Mobilization on bid tab sheet is identified as 8 LS. In Bid item Descriptions, Mobilization payment is described as Each. Should this be Each on Bid tab form as well?

A: Yes, this should be each for the unit. Please see revised Article 1 bid tab reflecting this change.

2. Q: Since there are 8 Each Mobilizations on Bid Item Descriptions, is it anticipated there will be 8 site locations of work under this Contract?

A: Item 2 has moved to under the contingent work section of the bid items. Eight mobilization/demobilization sites have been allocated for based upon prior contract experience, but as this is an IDIQ contract it could vary. Please refer to section 2.17 for additional information regarding contingent items.

3. Q: Since all excavation items state in Bid Item Descriptions “Assume all excavated material that requires disposal to be disposed as residual fill” Will it be required to store excavated material until testing is performed?

A: Yes, and should be factored into your tonnage price for item 47.

4. Q: Item C.27 Sidewalks, Driveways and Curbing have unit price in square yards. Could Curbing be removed from this item and create a new bid item for curbing by the Linear Foot?

A: No

5. Q: Item C.32 Refers to “as Shown” Erosion & Sedimentation Control Plans. Will Erosion & Sedimentation Plans be provided for this project? If so, will it be prior to Bid Date?

A: Language regarding erosion and sedimentation drawings has been struck from that item. The contractor is to employ best management practices and adhere to any special controls stipulated by additional permits that the contractor is required to obtain. Please refer Section 01568 of the technical specifications for additional information.

6. Q: Bid Item C.34 Erosion Control Blankets states, “This item includes approved aggregate backfill (2A or approved)” Why is this bid item including aggregate backfill? Can Aggregate backfill be removed from this bid item?

A: Item has been updated to remove this language regarding aggregate backfill.

7. Q: Bid Item C.35 – Silt Socks (As Directed) Does not specify the diameter of silt sock. What Diameter of silt sock should be accounted for in this bid item?

A: It is anticipated that the silt sock sizing will be typical size(s) between 8” and 18”. The appropriate size should be determined by the site conditions on a site by site basis.

8. Q: Bid Item C.37 Laborer W/Compressor, Utility Truck and Miscellaneous Tools. The bid item states “operator and laborer”. Is this bid item for ONE Single Laborer?

A: This item includes required equipment and operator to complete the work.

9. Q: Bid Item C.44 Light Plant states - All work for this bid item shall be performed in accordance with Section 02820’ CHAIN-LINK FENCE AND GATES. Payment for this item will be PER SQUARE FOOT of gate installed. The Bid item description is not consistent or makes sense to the bid item of LIGHT PLANT. Will this bid item description be corrected?

A: Item description has been corrected and updated.

ATTACHMENT B

REVISED Article 1

Please replace Article 1 with the revised copy that is attached with Addendum 2

**ARTICLE 1
BIDDING DOCUMENTS**

	PAGE
BID FORM	1-1
BID BOND	1-10
CERTIFICATE OF MINORITY AND WOMEN’S BUSINESS ENTERPRISE PARTICIPATION	1-18
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CERTIFICATE OF COMPLIANCE WITH THE PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT	1-25
CONTRACTOR'S QUALIFICATIONS STATEMENT	1-27
CERTIFICATION OF SAFETY PROCEDURES COMPLIANCE	1-29

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. 1813 – EMERGENCY SEWER CONTRACT 2025** 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. 1813 – EMERGENCY SEWER CONTRACT 2025** within five hundred and fifty (550) calendar days 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. 1813**.

CONTRACT NO. 1813
EMERGENCY SEWER CONTRACT 2025

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE
GENERAL WORK					
1	Bonds And Insurance	1	LS	\$	\$
CONTINGENT WORK					
C.2	Mobilization/Demobilization	8	EACH	\$	\$
C.3	Exploratory Excavation	40	CY	\$	\$
C.4	Trench Excavation, 0-15 Foot Depth	160	CY	\$	\$
C.5	Extra Trench Excavation, Greater than 15 Foot Depth	80	CY	\$	\$
C.6	Rock And Obstruction Excavation	20	CY	\$	\$
C.7	PVC Sewer, SDR-26, 8” to 15”	30	LF	\$	\$
C.8	DIP CL-52 Sewer, 8” to 16”	30	LF	\$	\$
C.9	DIP CL-52 Sewer, 18” to 24”	30	LF	\$	\$
C.10	CL-4 RCP, 18” to 24”	30	LF	\$	\$
C.11	CL-4 RCP, 27” to 48”	30	LF	\$	\$
C.12	Manhole or Pipe Tie In/Connection	4	EA	\$	\$
C.13	Wye Installation on New Sewer Main, Up to 15” (Including laterals)	2	EA	\$	\$
C.14	Wye Installation on New Sewer Main, 15” and Larger (Including laterals)	2	EA	\$	\$
C.15	Pre-Cast Manhole, 0-15 Foot Depth, 48” Diameter	4	EA	\$	\$
C.16	Pre-Cast Manhole, 0-15 Foot Depth, 60” Diameter	4	EA	\$	\$
C.17	Manhole Depth Greater than 15 Foot, 48” Diameter	12	VF	\$	\$
C.18	Manhole Depth Greater than 15 Foot, 60” Diameter	12	VF	\$	\$
C.19	Replace Castings	6	EA	\$	\$
C.20	Manhole Risers and Cones	16	VF	\$	\$
C.21	Concrete Encasement (All Types w/ Reinforcement)	30	CY	\$	\$
C.22	Approved Aggregate to Include Trench Backfill, Above Pipe	240	CY	\$	\$
C.23	Selected Earth Backfill	160	CY	\$	\$
C.24	Existing Pavement Demolition, Removal and Disposal	40	SY	\$	\$
C.25	Permanent Bituminous Pavement Restoration (All Types)	40	TN	\$	\$
C.26	Concrete Paving Base and Pavement w/ Reinforcement	32	CY	\$	\$
C.27	Sidewalks, Driveways and Curbing	32	SY	\$	\$
C.28	Temporary Cold Patch Bituminous Pavement	20	TN	\$	\$
C.29	Traffic Control, Flag person	40	HR	\$	\$
C.30	Traffic Control, Off-Duty Police Officer	20	HR	\$	\$
C.31	Traffic Control, Arrow Board	80	HR	\$	\$
C.32	Cutting Construction Access Roads w/ Restoration	500	SY	\$	\$
C.33	Landscape Restoration	1200	SY	\$	\$
C.34	Erosion Control Blankets (As Directed)	160	SY	\$	\$

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE
C.35	Silt Socks (As Directed)	320	LF	\$	\$
C.36	Clearing And Grubbing	400	SY	\$	\$
C.37	Laborer w/ Compressor, Utility Truck and Miscellaneous Tools	32	HR	\$	\$
C.38	Miscellaneous Work For A Full Time Crew	50	Crew HR	\$	\$
C.39	Extensive Hand Digging and Tunneling	16	HR	\$	\$
C.40	Additional Dewatering or Bypass Pumping w/ Up to and including 8" Pump w/Backup and 400 Feet of Hoses and Fittings	200	HR	\$	\$
C.41	Additional Fused Pipe, Hoses and Fittings	500	LF	\$	\$
C.42	R-5 Rip Rap Grouted In Place	40	CY	\$	\$
C.43	Concrete Mud Mat (As Directed)	20	CY	\$	\$
C.44	Light Plant	32	HR	\$	\$
C.45	Railroad Protective Liability Insurance	2	EA	\$	\$
C.46	SOIL TESTING	1	Allowance	\$ 25,000	\$ 25,000
C.47	EXCAVATED MATERIAL REMOVAL & OFF-SITE DISPOSAL	100	Ton	\$	\$

TOTAL COST, CONTRACT NO. 1813 – EMERGENCY SEWER CONTRACT 2025 \$ _____

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 this 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. 1813 – EMERGENCY SEWER CONTRACT 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.

(CORPORATION COMPLETE THIS PAGE)

_____ is a corporation organized and existing
under the laws of _____ with principal place of business at
_____ and, if a

(Street Address)

(City, State and Zip Code)

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, as amended, 15 Pa. C.S.A. §§ 4101 et seq.

ATTEST:

(Name of Corporation)

(Signature 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

_____ 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, as amended, 15 Pa. C.S.A. " 4101 et seq.

ATTEST: _____
(Name of Corporation)

(Signature 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.

Dated: _____, 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, as amended, 54 Pa. C.S.A. " 301 et seq.

(Fictitious or assumed name)

WITNESS:

(Partner trading as above) *(SEAL)

(Partner trading as above) *(SEAL)

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)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

(Name)

(Name)

(Address)

(Address)

(City, State and Zip Code)

(City, State and Zip Code)

Date: _____, 20__

(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)

Date: _____, 20__

(Street Address)

(City, State and Zip Code)

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

WITNESS:

(Individual Name)

By: _____(SEAL)
(Individual)

Date: _____, 20__

(Street Address)

(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, herein called the "Authority", its attorneys, successors or assigns in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Bid for **CONTRACT NO. 1813 – EMERGENCY SEWER CONTRACT 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.

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, as amended, 15 Pa.
C.S.A. " 4101 et seq.

ATTEST:

(Name of Corporation)

(Signature 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 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.

**CORPORATION COMPLETE THIS PAGE
CERTIFICATE AS TO CORPORATE OFFICER**

I, _____, certify that I am
[secretary]/[assistant secretary] of the corporation executing the within Bid Bond; that
_____ who signed the said Bid Bond; 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 Bond was duly signed, sealed and attested for and in behalf of said corporation by
authority of its governing body.

Dated: _____, 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, as
amended, 54 Pa. C.S.A. " 301 et seq.

(Fictitious or assumed name)

WITNESS:

(Partner trading as above) *(SEAL)

(Partner trading as above) *(SEAL)

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)

(Name)

(Address)

(City, State and Zip Code)

(Name)

(Address)

(City, State and Zip Code)

Date: _____, 20__

(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.

(Fictitious or assumed name)

WITNESS:

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)
(Individual)

(Street Address)

Date: _____, 20__

(City, State and Zip Code)

**CERTIFICATE OF MINORITY AND
WOMEN’S BUSINESS ENTERPRISE PARTICIPATION**

CONTRACT NO. 1813 – EMERGENCY SEWER 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.

SOLICITATION AND COMMITMENT STATEMENT MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES							
CONTRACT NO.	NAME OF BIDDER	ADDRESS	PHONE				
1813							
List below all MBE/WBE's that were solicited - whether or not a commitment was obtained - - Copy this form as necessary							
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		TYPE OF SUBCONTRACT WORK OR MATERIALS	<u>DATE SOLICITED</u> BY PHONE BY MAIL		<u>COMMITMENT MADE</u> YES (IF YES, GIVE DATE) NO		GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME							
ADDRESS			<u>QUOTE RECEIVED</u> YES NO		<u>AMOUNT COMMITTED</u> DOLLAR AMOUNT \$		
CONTACT PERSON PHONE					PERCENT OF TOTAL BID %		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		TYPE OF SUBCONTRACT WORK OR MATERIALS	<u>DATE SOLICITED</u> BY PHONE BY MAIL		<u>COMMITMENT MADE</u> YES (IF YES, GIVE DATE) NO		GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME							
ADDRESS			<u>QUOTE RECEIVED</u> YES NO		<u>AMOUNT COMMITTED</u> DOLLAR AMOUNT \$		
CONTACT PERSON PHONE					PERCENT OF TOTAL BID %		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		TYPE OF SUBCONTRACT WORK OR MATERIALS	<u>DATE SOLICITED</u> BY PHONE BY MAIL		<u>COMMITMENT MADE</u> YES (IF YES, GIVE DATE) NO		GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME							
ADDRESS			<u>QUOTE RECEIVED</u> YES NO		<u>AMOUNT COMMITTED</u> 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

<http://mwdbe.Tri-logic.com>

Suzanne Thomas
ALCOSAN DBE Coordinator

412-732-8020

NON-COLLUSION AFFIDAVIT

State of _____:

S.S.

County of _____:

I state that I am _____ of
(Title)

_____ and that I am
(Name of Firm)

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__.

W I T N E S S E T H:

WHEREAS, Contractor wishes to contract with ALCOSAN relative to **CONTRACT NO. 1813 – EMERGENCY SEWER CONTRACT 2025** (the "Contract"); and

WHEREAS, The Pennsylvania Steel Products Procurement Act, 72 P.S. ' 1881 et. seq. ("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 Contractor does hereby supply this Certificate the _____ day of, _____ 20 ____.

ATTEST:

By: _____

Title: _____

Date: _____

CONTRACTOR'S QUALIFICATIONS STATEMENT

Submitted by: _____ (A Corporation)
 (A Co-partnership)
 (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 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 : _____

CERTIFICATION OF SAFETY PROCEDURES COMPLIANCE

I, _____, as _____ of
(Typed Name) (Title or Office)
_____, a _____,
(Name of Corporation/Partnership) (Type of Entity)

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. 1813 – EMERGENCY SEWER CONTRACT 2025** and that all Work will be conducted in accordance with OSHA standards and other applicable safety precautions.

Date: _____ by: _____

ATTACHMENT C

REVISED Article 2

Please replace Article 2 with revised copy that is attached with Addendum 2

ARTICLE 2 INFORMATION FOR BIDDERS

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2.1 DEFINED TERMS

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

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

- A. APPARENT LOW BIDDER is the responsible, responsive bidder whose bid as offered in the bid form represents the lowest total as determined by the Base Bid.
- B. BASE BID is the total of the Bid for the Lump Sum Work, plus the amount for any Unit Price Work if applicable. No consideration will be given to additive or deductive alternates or other credits in determining the Base Bid.
- C. BID refers to all materials, items and documents included in the Bidder's response to the Owner submitted pursuant to the Contract Documents.
- D. BIDDER is one who submits a Bid to the Owner as distinct from a sub-bidder, who submits a Bid to a Bidder.
- E. CONSENT DECREE is the legal Consent Decree as approved by ALCOSAN, United States Environmental Protection Agency (EPA), Commonwealth of Pennsylvania Department of Environmental Protection (PaDEP), and the Allegheny County Health Department and entered on January 23, 2008.
- F. SUCCESSFUL BIDDER is the lowest, responsible and responsive Bidder to whom the Owner (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 examine all of the Contract Documents and completely satisfy itself as to the nature and location of the Work and all Job Site conditions that may affect performance of the Work. Submission of the Bid by the Bidder is a representation by the Bidder that it has satisfied itself with respect to the foregoing.

Unless all Bids are rejected, and except as otherwise provided by law, award will be made to the lowest responsive and responsible Bidder. The Owner reserves the right to award by item or on a total Lump Sum Price basis, whichever is deemed most advantageous to the Owner. In cases of discrepancies in prices, the unit price will be binding. In any discrepancy between words and figures, the words will take precedence. For Lump Sum Bids, 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 NO. 1813 – EMERGENCY SEWER CONTRACT 2025**, (referred to as the "Work) specifically includes contingent items necessary to conduct as needed emergency repairs at Various Locations in the ALCOSAN Interceptor System. In addition to the work within the ALCOSAN Interceptor System.

Details of the scope of work can be reviewed in **Section 01010 Summary of Work**.

2.4 DESCRIPTION OF BID ITEMS

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

All perspective 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.

ITEM NO. 1 – BONDS AND INSURANCE

Payment shall be **LUMP SUM** for the entire project.

This item shall also include project management, submittals, shop drawings, project protection, and as-built record drawings.

If Railroad Protective Liability Insurance is required it will be paid for under **Item C.45.**

ITEM NO. C.2 – MOBILIZATION/DEMOBILIZATION

Payment shall be **EACH** for each mobilization to an emergency site requested. Measurement shall be based on the percentage of work completed.

This item shall include all labor, materials, and equipment necessary to initially mobilize to each emergency 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 conditions will be determined by the OWNER.

If Railroad Protective Liability Insurance is required, it will be paid for under **Item C.45.**

ITEM NO. C.3 – EXPLORATORY EXCAVATION

Work under this item shall include furnishing all labor, materials and equipment to perform exploratory excavation and backfill required at preliminary test pit locations and any other locations directed in the field by the DIRECTOR, including existing utilities in need of relocation by others. This shall include all sheeting, bracing and shoring, unclassified excavation, disposal of excavated material, dewatering, erosion and sedimentation controls, dye testing, temporary sewer repair, aggregate backfill material, removal of shoring and placement and compaction of approved earth or aggregate backfill material as directed.

Assume all excavated material that requires disposal to be disposed as residual fill.

Payment shall be at the unit price bid PER CUBIC YARD. Measurement shall be based on the field dimensions of excavated test pit areas.

ITEM NO. C.4 - TRENCH EXCAVATION, 0-15 FOOT DEPTH

Work under this item shall include furnishing all labor, materials, and equipment necessary to perform all unclassified excavation related to sewer construction with the exception of work performed under the exploratory excavation and backfill pay item. This shall include all unclassified excavation, sheeting bracing and shoring of trench and other utilities, trench dewatering, disposal of excavated materials, and bypass pumping of existing sewage flows, to all depths up to fifteen feet deep, that is required to install the proposed sewer pipe.

Assume all excavated material that requires disposal to be disposed as residual fill.

Payment shall be based on the unit price bid. Measurement used for payment shall be in **PER CUBIC YARD** and shall be based on the outside diameter of the pipe plus 3 feet of the excavated trench area. For installation of **48, 60 and 72 inch manholes**, payment shall be based on the use of a **10 x 10 foot shoring box** placed to the measured field depth.

ITEM NO. C.5 - EXTRA TRENCH EXCAVATION, GREATER THAN 15 FOOT DEPTH

Work under this item shall include providing all labor, materials and equipment necessary to excavate a sewer trench or manhole to depths greater than **fifteen (15) feet**.

This item shall include all additional clearing, unclassified excavation, sheeting bracing and shoring, trench dewatering, disposal of excavated materials, removal of material, embankment, and all other requirements necessary to complete the work.

Assume all excavated material that requires disposal to be disposed as residual fill.

Payment for this item shall be at the unit price bid. Measurement used for payment shall be PER CUBIC YARD based on the length of trench, vertical depth of excavation from the surface minus fifteen feet for collector sewers or minus twelve feet for lateral sewers, and the width of trench, which shall be defined as the outside diameter of the pipe plus **3 feet** of the excavated trench area.

ITEM NO. C.6 – ROCK AND OBSTRUCTION EXCAVATION

Work under this item shall include furnishing all additional labor, materials, and equipment necessary, over and above those required for unclassified excavation, to excavate and dispose of rock as defined in the specification section titled “Rock Excavation.” This item is a supplemental item to the trench excavation items. All associated sheeting, bracing, and shoring, embankment and all requirements necessary to complete the work shall be furnished under the trench excavation pay items.

Assume all excavated material that requires disposal to be disposed as residual fill.

Payment shall be based on the unit price bid **PER CUBIC YARD**. Measurement shall be based on field dimensions of the excavated rock zone area only of the trench.

ITEM NO. C.7 thru C.11 - SEWER PIPE TYPES, VARIOUS SIZES

Work under this item shall include furnishing all labor, materials and equipment to install all sewer pipe in accordance with the specifications at the depths and grades directed in the field. This item shall include placement of bedding and backfill material in the pipe zone area. The supplying and installation of any fittings shall be considered incidental to this Work. Pipe zone is defined as the area between an elevation 1/4 O.D. of pipe diameter or minimum six inches under the pipe invert to twelve inches over the top of the pipe for the length of pipe measured. Erosion and sedimentation control measures, along with sewer cleaning and televising and any required bypass pumping, shall be incidental to this Work.

Payment shall be made by the unit price bid PER LINEAR FOOT per type of pipe. Measurement for SEWER PIPE shall be based on the laying length of pipe installed from centerline of manhole to centerline of manhole minus one-half of the diameter of each manhole.

ITEM NO. C.12 – MANHOLE/PIPE TIE IN/CONNECTION

This work shall include all labor and materials necessary to connect piping into a new or existing manhole or pipe structure as per the specifications. This item shall include all approved modification or coring of new or existing structures, sewer pipe, approved water stop(s) or flexible boots, transition and fernco couplings and all associated costs for piping entering a manhole or structure above the standard flow line. This item is not relevant to standard manhole pipe inverts.

Measurement and payment shall be for **EACH** tie in / connection complete.

ITEM NO. C.13 thru C.14 – WYE INSTALLATION ON NEW SEWER MAIN, VARIOUS SIZES, (INCLUDING LATERALS)

Payment for “**Wye Installation on New Sewer Main**” shall be paid **PER EACH** wye installed. The Contractor shall be responsible for verifying active lateral connections to be reinstated by dye-testing / flush tests or other approved means. The Contractor shall be responsible for documenting all wyes installed on the as-built drawings.

Measurement of this bid item shall be determined based on the actual number of wyes installed by the Contractor. All superintendence, labor, materials, equipment, bypass pumping, clearing, grubbing and site restoration, 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 Port Authority rights-of-ways. Contractor is responsible for all fees, permits, and coordination required to conduct work within the Port Authority right-of-way, which shall be considered incidental to this pay item.

ITEM NO. C.15 thru C.16 - PRE-CAST MANHOLE, 0-15 FOOT DEPTH, VARIOUS SIZES

Forty-eight inch (48”) and sixty-inch (60”): Reinforced concrete manholes shall be furnished as specified and installed at the locations directed in the field. This item shall include concrete base, formed channels, pipe sewer(s) / laterals(s), water stops, precast concrete riser sections including transition sections as appropriate, brick, mortar, steps, straps and anchors, frame and lid castings, connections of existing sewers and all other requirements for a complete installation.

Excavation and backfill for a **ten-foot by ten-foot (10' x 10')** footprint around the manhole will be included in the unit price bid. Additional volume will be considered under the appropriate items.

Payment for manholes shall be made under this item for **EACH** particular size diameter installed complete in place. The payment for any additional manhole depth over the basic fifteen feet shall be made under a separate bid item.

ITEM NO. C.17 thru C.18 - MANHOLE DEPTH GREATER THAN 15 FOOT, VARIOUS SIZES

All manhole depth over the basic 15-feet in depth shall be furnished and installed similar to and as described under the manhole item.

Excavation and backfill for a **ten-foot by ten-foot (10' x 10')** footprint around the manhole will be included in the unit price bid. Additional volume will be considered under the appropriate items.

Measurement used for payment of this item shall be the "as-built" vertical distance measured in feet from the invert to the top of casting lid minus fifteen feet. Payment under this item shall be made **PER VERTICAL FOOT** installed complete in place.

ITEM NO. C.19 – REPLACE CASTINGS

Work under this item shall include removing and disposing existing casting(s) and furnishing and resetting(s) new casting. Work includes mortaring and minor masonry work and flexible grade riser rings if directed. This work includes 6 inches of grade adjustment if required.

Measurement and payment shall be **EACH** casting replaced.

ITEM NO. C.20 – MANHOLE RISERS AND CONES

Work under this item shall include all labor, material and equipment to provide and install additional vertical adjustments to manholes (all sizes). This work shall include removing and disposing of existing manhole sections (s) and furnishing and resetting(s) new/additional sections.

Measurement and payment shall be made **PER VERTICAL FOOT** new installed.

ITEM NO. C.21 – CONCRETE ENCASEMENT (ALL TYPES W/ REINFORCEMENT)

Concrete encasement (**4,000 psi**) for pipes and manhole collars/bases shall be furnished and installed at locations directed in the field. These items shall include all formwork, concrete reinforcing, bedding, and all other requirements for a complete installation.

Payment shall be at the unit price bid for the cubic yards installed complete in place. Measurement for payment shall be **PER CUBIC YARD** based on the volume within the concrete forms.

ITEM NO. C.22 – APPROVED AGGREGATE, TO INCLUDE TRENCH BACKFILL, ABOVE PIPE ZONE

Work under this item shall include furnishing and installing all approved coarse aggregate material in accordance with the specifications for the entire sewer trench and manhole work areas. This item shall include all coarse aggregate backfill material (**AASHTO #1 thru #10** to include **#57** and **#67**), placement and

compaction of backfill material, and removal of sheeting, bracing and shoring devices from the top of the pipe zone area (**twelve-inches above pipe**) to the street base bottom elevation.

Payment shall be made at the unit price bid **PER CUBIC YARD**. Measurement shall be made from elevation twelve inches above the crown of the pipe to the street sub-grade elevation and the field trench width dimensions.

ITEM NO. C.23 – SELECTED EARTH BACKFILL

Work under this item shall include furnishing and installing all approved select earthen backfill material in accordance with the specifications for the entire sewer trench and manhole work in non-street areas or as directed in the field. This item shall include all earthen backfill material, placement and standard regulation compaction of earthen backfill material, and removal of sheeting, bracing and shoring devices from the top of the pipe zone area (twelve inches above pipe) to the surface elevation. The DIRECTOR shall determine in the field if excavated material can be reused as suitable select earthen material.

Payment shall be at the unit price bid **PER CUBIC YARD**. Measurement shall be made from elevation twelve inches above the crown of the pipe to the street sub-grade elevation and the field trench width dimensions.

ITEM NO. C.24 – EXISTING PAVEMENT DEMOLITION, REMOVAL AND DISPOSAL

Work under this item shall include furnishing all labor, equipment, and material necessary to sawcut, mill and/or demolish, clean milled/demolished pavement section and dispose of paved areas waste material as directed. This item applies to streets, driveways, parking areas, sidewalks and curbs, and is to extend through the full depth (up to **18 inches**) of the paving section to include the base material.

Work shall also include installing and maintaining traffic worthy temporary plating and asphalt paving, plus replacement or repair of damaged curb, covers, grates, frames, and boxes as directed.

Measurement shall be based on the square yards of paving area removed. Payment shall be based on the unit price bid **PER SQUARE YARD**.

ITEM NO. C.25 – PERMANENT BITUMINOUS PAVEMENT REPLACEMENT (ALL TYPES)

Work under this item shall include providing and installing Approved Permanent Asphalt Courses (Base course, leveling, binder, wearing, Superpave) as required by the applicable municipality or PENNDOT to match the existing pavement when required to restore pavement areas. All permanent bituminous material shall be

supplied by the Contractor any supplier shall be an approved supplier to the municipality or PENNDOT.

Work under this item shall also include tack coat and sealing materials. Work also includes maintenance of permanent paving for **30 calendar days** after restoration takes place. The Contractor shall furnish his own equipment and labor to haul and place all materials. Duplicate load slips of bituminous material must be provided for each truck load and submitted to the Owner's field representative.

Measurement for payment of this item shall be in tons based on the unit weight of asphaltic material, the length and width of the pavement replaced, and the existing pavement thickness. The work shall include matching all pavement replacement to existing grade. Joint material and traffic zone paint to match existing are incidental to this item.

Payment shall be based on the unit price bid **PER TON**.

ITEM NO. C.26 – CONCRETE PAVING BASE AND PAVEMENT W/ REINFORCEMENT

Work under this item shall include furnishing all labor, equipment, and material necessary to replace pavement areas to match existing for the full pavement section depth including Street Subbase and Concrete Paving Base or Concrete Street Replacement. Joint material and traffic zone paint to match existing are incidental to this item. Any Permanent bituminous overlay, bituminous base course or other bituminous product installed shall be paid for under separate unit priced item.

Measurement and payment shall be **PER CUBIC YARD**. The quantity measured for compensation shall be the computed volume of cement concrete placed in the reinforced street pavements in accordance with the contract plans or as ordered by the DIRECTOR in the field. No payment will be made for concrete in excess of the existing street slab(s) dimensions unless ordered to be placed by the DIRECTOR/PROJECT REPRESENTATIVE in the field.

ITEM NO. C.27 – SIDEWALKS, DRIVEWAYS AND CURBING

Work under this item shall include furnishing all labor, equipment, and material necessary to replace existing sidewalks (to include handicapped ramps), driveways and curbs to match existing. Joint material and traffic zone paint to match existing are incidental to this item.

Measurement and payment shall be based on the **SQUARE YARDS** of area replaced.

ITEM NO. C.28 – TEMPORARY COLD PATCH BITUMINOUS PAVEMENT

Work under this item shall include providing and installing all temporary bituminous pavement disturbed by sewer construction to match the existing pavement when required to restore pavement areas for temporary traffic use. All Cold Patch bituminous material shall be as supplied by the Contractor.

Work under this item shall also include tack coat and sealing materials. Work also includes maintenance of cold patch paving, and removal and hauling of cold patch material when final restoration takes place. The Contractor shall furnish his own equipment and labor to haul and place all materials. Duplicate load slips of bituminous material must be provided for each truck load and submitted to the Owner's field representative.

Measurement for payment of this item shall be in tons based on the unit weight of asphaltic cold patch material, the length and width of the pavement temporarily replaced, and the existing pavement thickness. The work shall include matching all pavement replacement to existing grade.

Payment shall be based on the unit price bid PER TON.

ITEM NO. C.29 – TRAFFIC CONTROL, FLAGPERSON

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

Payment shall be based on the unit price **PER MAN HOUR**.

ITEM NO. C.30 – TRAFFIC CONTROL, OFF-DUTY POLICE OFFICER

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

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

Payment shall be based on the unit price **PER MAN HOUR**.

ITEM NO. C.31 – TRAFFIC CONTROL, ARROW BOARD

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

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

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

Payment shall be based on the unit price **PER HOUR**.

ITEM NO. C.32 – CUTTING CONSTRUCTION ACCESS ROADS W/ RESTORATION

Work under this item shall include furnishing all labor, materials and equipment to Construction Access Roads and Restoration (to include Rock Construction Entrances) for stream and/or structure access. This unit price is for cut roads where earth displacement and ground stabilization is necessary, and includes restoration work including rock removal, clean fill and grading to match existing slopes. Additional Stone and Aggregate for a Rock Construction Entrance shall be considered incidental to this item.

Method of payment shall be at the unit price bid **PER SQUARE YARD**.

ITEM NO. C.33 – LANDSCAPE RESTORATION

Work under this item shall include furnishing all labor, materials and equipment to finish grade, seed and mulch or hydro-seed landscapes and vegetative areas that were disturbed to obtain site access or construct Owner-approved access roads. This item also includes yard, fence, shrubbery and/or sapling (**3 inch diameter**) replacement to match each shrub or tree removed, and temporary seeding and mulching without additional compensation. Finish grading includes furnishing topsoil and removing foreign matter and rock (**2" and greater**), as directed by the Owner. Work under this item must comply with permitting agency, property owner and ALCOSAN requirements and shall be in compliance with the approved Erosion & Sedimentation Plan.

All areas disturbed at slopes greater than 3: 1 (horizontal to vertical), inaccessible areas, all unimproved areas, and disturbed areas deemed appropriate for the hydroseeding application by the Owner, shall be hydro-seeded with approved mix design. Sowing shall be done by an approved method of hydroseeding. Alternate means of fertilization in combination with seeding will be permitted in inaccessible areas and upon approval by the Owner.

Measurement shall be based on the field dimensions of the area restored by hydroseeding, in square yards. Method of payment shall be at the unit price bid **PER SQUARE YARD**.

ITEM NO. C.34 – EROSION CONTROL BLANKETS (AS DIRECTED)

Work under this item shall include furnishing all labor, materials and equipment to provide and place an erosion and sedimentation control blanket in accordance with the approved E&S Control Plan. This item shall include hydro-seed, ballast stone, topsoil, filter fabric, geotextile, and Erosion Control Blanket. Work under this item must comply with permitting agency, property owner and ALCOSAN requirements.

Method of payment shall be at the unit price bid **PER SQUARE YARD**.

ITEM NO. C.35 – SILT SOCKS (AS DIRECTED)

Work under this item shall include furnishing all labor, materials and equipment to install and maintain silt socks at locations depicted on the Erosion and Control Plans or as directed, in the field.

Measurement shall be based on the field dimensions of the installed quantity end to end in Lineal Feet.

Method of payment shall be at the unit price bid **PER LINEAR FOOT**.

ITEM NO. C.36 – CLEARING AND GRUBBING

Work under this item shall include furnishing all labor, materials and equipment for clearing and grubbing consisting of the removal of all saplings, brush, trees, stumps, tree roots, ground cover, and old structures or obstructions from the site of the work, which will be required to be removed for access to the planned construction site.

Measurement shall be based on the field dimensions of the cleared/grubbed area, in square yards. Method of payment shall be at the unit price bid **PER SQUARE YARD**.

ITEM NO. C.37 – LABORER W/ COMPRESSOR, UTILITY TRUCK AND MISCELLANEOUS TOOLS

Payment quantities for this item shall be **PER HOUR** on job site and shall include the required equipment, operator and labor. No payment will be made for travel time. Any other incidental costs associated with this bid item shall be included in the **PER HOUR** on job site unit price. Work under this item is subject to approval of the DIRECTOR or DIRECTOR's representative in the field.

ITEM NO. C.38 – MISCELLANEOUS WORK FOR A FULL TIME CREW

This item shall cover all expenses involved in having a crew of workers and equipment at a site performing miscellaneous work, not specified by other unit priced items, and as directed by the Owner.

If this item is used for time spent waiting by a crew as a result of actions by and directed by the Owner, 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 manhole or pipe installation will not be paid for under this item and are considered incidental to the work of installing the pipe. Measurement for payment shall be based on the actual number of hours spent performing the indicated work.

Payment shall be **PER HOUR** 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: foreman, front-end loader with operator, dump truck with operator, excavator with operator, two laborers, plus support work truck and hand tools.

ITEM NO. C.39 – EXTENSIVE HAND DIGGING AND TUNNELING

This item may be directed by the Owner to determine subsurface conditions at a structure beyond the scope of the construction required by the bid items and contingent bid items described elsewhere. This item includes use of a truck and hand tools, and is authorized only when directed by the Owner.

This item is intended for use only in extreme situations and at the discretion of the Owner. Typically, only those situations that require at least **8 man-hours** of digging will be considered for payment. This item shall include all materials, equipment and rental, tools, and labor required to hand dig or tunnel for extended periods under existing vaults, etc, or near existing fragile equipment. Hand digging which is a usual and customary part of pipe and manhole installation will not be paid for under this item and is incidental to the work of installing the pipe.

Measurement for payment shall be based on the actual number of hours spent performing the indicated work. Payment shall be based on the unit price **PER MAN HOUR**.

ITEM NO. C.40 – ADDITIONAL DEWATERING OR BYPASS PUMPING W/UP TO AN 8" PUMP W/BACKUP AND 400 FEET OF HOSES AND FITTINGS

Payment will be PER HOUR, by the hours of operation completed, as directed. This item is intended for use only in extreme situations and at the approval and direction of the Owner. Pumping associated with normal dewatering or bypass pumping, shall be considered incidental to the unit price excavation work.

Pump size can vary up to 8" as directed.

The CONTRACTOR shall be responsible for any and all pumping required for continuous bypass pumping, as directed, at selected work locations, no matter what the source of the water. Sources include but are not limited to: accumulated precipitation, encountered ground water, sewage back-up. Work under this item shall include furnishing and connecting any and all piping, pump(s), plugs and appurtenances, as may be necessary, to facilitate the by-pass pumping. Work also includes recessing the line and furnishing and placing bituminous material to permit traffic to drive over the line at intersections and driveways. This item also includes maintaining pumps and lines continuously, and all highway or pedestrian traffic control devices while in service. Also, removing lines when complete and restoring street or sidewalks. The length of suction and discharge hose included in this item is **400 feet**.

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

Work under this item shall include furnishing all labor, equipment, and material associated with furnishing additional HDPE fused pipe, hoses and fittings, as directed in the field.

Payment of this item shall be **PER LINEAR FOOT**.

ITEM NO. C.42– R-5 RIP RAP GROUTED IN PLACE

Work under this item shall include furnishing all labor, equipment, and material associated with excavation and the placement of stone rip-rap, grouted in-place installation as directed in the field.

Measurement shall be based on the square yards of rip-rap installed complete in place, at a minimum thickness of **eighteen-inches (18")**.

Payment shall be based on the unit price bid **PER CUBIC YARD**.

ITEM NO. C.43 – CONCRETE MUD MAT (AS DIRECTED)

This item shall include all labor, equipment and materials to place a Concrete Mudmat, at locations as directed in the field. This work includes all excavation, reinforcing steel, concrete placing and forming, providing placing and compacting aggregate and all other associated work necessary for the placement of the mudmat.

Payment shall be **PER CUBIC YARD**. Volume is based on the trench width pay limit by the actual trench length and the vertical trench pay limit below the design depth. This item includes materials, furnishing labor, equipment, inspection, satisfactory disposal of unsuitable material, dewatering and other incidental items required to complete this item of work.

ITEM NO. C.44– LIGHT PLANT

CONTRACTOR shall provide and maintain lighting for construction operations in compliance with ruling authority (City of Pittsburgh, Allegheny County, PennDOT, OSHA, etc.) requirements.

Measurement and payment shall be based on the unit price **PER HOUR** of operation onsite.

ITEM NO. C.45 – 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

ITEM NO. C.46 – SOIL TESTING

Work under this item shall include the furnishing of all labor, equipment and materials to complete testing of contaminated soil as directed by Owner and as defined in the Management, Handling, and Disposal of Excavated Soil and Other Excavated Material Specification Section 02860. Containment and testing shall be in accordance with all applicable local and state codes.

Payment of this item shall represent Contractor's cost for all labor, material, overhead, and profit associated with work performed under this allowance. If final cost exceeds the allowance amount specified, then the overage will be added to final payment. If final cost is less than the allowance amount, then the cost differential will be subtracted from the final amount of the contract.

Contractor shall submit a detailed cost breakdown to owner for review and approval prior to start of any work on this pay item.

Payment for this item will be made as part of an **ALLOWANCE of \$25,000** as used.

ITEM NO. 47 – EXCAVATED MATERIAL REMOVAL, & OFF-SITE DISPOSAL

Work under this item includes removal, storing, hauling, and disposal of excavated material associated with excavation work as required on the contract drawings or as directed by the Owner or Owner's Field Representative.

Included in this item are all costs associated with the double handling, sampling, testing, required permitting of excess excavated material as required for PADEP Form U Disposal of Waste, and requirements of the disposal facility classification.

Payment will be made by the unit price bid per **TON** of material removed from site.

2.5 BYPASS PUMPING

The **CONTRACTOR**, at any time, may be required to bypass pump using pricing in Bid Item C.40, as directed to facilitate an inspection, repair or to mitigate a sewer overflow.

Bypass pumping (when applicable) - The contractor shall supply the pumps, conduits, and other equipment necessary to divert the flow of sewage around the pipe segment(s) and diversion chamber in which work is to be performed. The bypass system shall be of sufficient capacity to reduce the flows to acceptable levels. The contractor will be responsible for furnishing all necessary labor and supervision to set up and operate the bypassing system including provisions for traffic control, if required.

When flow in a sewer line is bypass pumped, sufficient precautions shall be taken by the contractor to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property 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

Debris from the work shall be disposed of at the following locations, or other locations approved by Owner:

- A. Allied Waste, Route 980, 11 Boggs Road, Imperial PA 15126. The landfill is open weekdays from 12:00 AM to 3:30 PM. Contact is Bernie Wilson and her number is (724) 695-0900.
- B. Waste Management, 600 Thomas Street, Monroeville PA 15146. Contact is Vicky Oakes and her phone number is (412) 824-0678.
- C. Kelly Run Sanitation, 1500 Hayden Blvd., Elizabeth, PA 15037. Contact is Jim Ambrose and his phone number is (412) 384-7569 (ext. 115)

Waste Disposal Manifests will be obtained from ALCOSAN.

2.7 SUBMISSION AND OPENING OF BIDS

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

The Bid must be submitted intact, sealed and delivered in the envelope which accompanied these Contract Documents, addressed to the Allegheny County

Sanitary Authority, Director of Regional Conveyance, 3300 Preble Avenue, Pittsburgh, PA 15233. The Bidder's name and address shall be marked in the upper left-hand corner, and the words "**SEALED BID FOR CONTRACT NO. 1813 – EMERGENCY SEWER CONTRACT 2025,**" shall be clearly marked in the lower left-hand corner of the sealed envelope. Hand delivered Bids shall be delivered to the Contract Clerks at the Owner's Engineering Department. 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 Bid is 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 may treat the Bid as "nonresponsive" and return it to the Bidder unopened. Bids will be received at the office of the Owner until 11:00 A.M. prevailing time, on Thursday, January 9, 2025, at which time and place said Bids will be opened publicly and read aloud.

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

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

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

2.8 SUPPLEMENTARY INFORMATION PACKAGE

- A. After the Bid opening, upon request of the Owner, the Apparent Low Bidder shall be required to submit, prior to the award of the contract, quadruplicate copies of a Supplementary Information Package as described in this Section. The request shall be made solely for the purposes of the Owner's evaluation and review of all proposed materials, equipment, and items of work and determination of conformance with the Contract Documents.
- B. The Supplementary Information Package shall include all such documentation as may be required elsewhere in the Contract Documents and all data and information deemed appropriate by the Bidder to completely describe its respective offering including but not necessarily limited to the following items:
 1. The information requested in the Information for Bidders **Section 2.27** 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. Listing of Proposed Construction Experience and Equipment.
 4. Qualifications and Licensures of the Engineering Professional conducting design and permitting services.
- C. Upon failure to provide all the supplemental information requested in the Contract Documents, the Owner may (at its discretion) treat the Bid as nonresponsive and the Bid may be rejected for this reason alone.

The Contractor shall clearly demonstrate his approach to cleaning prior to 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 Successful 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 Successful 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 time-frames. The Successful Bidder will commence performance immediately upon receipt of the Notice to Proceed. The Successful Bidder should not order any materials or equipment or make any financial commitments concerning this Contract until receiving the Notice to Proceed. Successful 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**

(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** fee will be applied to delivery charges. If the Cost Advance is insufficient, the Bidder should anticipate that the Owner will not transmit the Contract Documents. No part of the Cost Advance will be refunded.

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

2.12 "OR-EQUAL" ITEMS

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

2.13 ALTERNATE ITEMS

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

2.14 QUESTIONS REGARDING CONTRACT DOCUMENTS/ERRORS

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

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

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

2.15 REFERENCE INFORMATION

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

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

2.16 BIDDERS TO INVESTIGATE

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

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

2.17 APPROXIMATE ESTIMATE OF QUANTITIES

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

By executing this contract, Contractor agrees that:

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

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

- (b) Estimates. Contractor is satisfied with the estimates given on the contract plans or on supplemental specifications for determining the prices for which it agrees to do the Work required by this contract. Contractor will not at any time dispute or complain of such estimates nor assert that there was any misunderstanding in regard to the nature of the Work. Contractor further agrees that the extent and location indicated on the contract plans for the several items of the Work are approximate only with the exception of contingent items which are nominal and that it will do the Work under the several items included in this contract in conformity with orders given by the Owner regardless of changes in extent or location, subject however to the limitations and qualifications hereinafter in **paragraphs (c) and (d)** of this section and that payment made at respective unit prices bid for work performed in conformity therewith shall be full compensation.
- (c) Quantity of Contingent Items. Contingent items of Work shall be done when ordered by the Engineer and shall be paid for at the contract unit bid price. The purpose of the contract's items designated in the bid form as "C" is to establish unit prices for work not included in other bid items. The Engineer has the right to order that contingent work be provided in smaller or larger quantities than the estimated quantity indicated in the Bid Form. The Contractor shall not have any right to demand payment for, and will not be paid for, any costs associated with the item, including, but not limited to overhead and profit, due to the fact that the item was not used in the work or was used in smaller or larger quantities than those indicated in the bid form. The Contract Sum shall be subject to adjustment according to final measured quantities and the unit prices in the bid will apply to such final quantities.
- (d) Diminished, Extra Work and Omissions. The Owner shall have the right to order extra Work and alterations including but not limited to, alterations in alignment, grade, arrangement, plans, details, quantity and quality of the Work or materials as required by the Contract Documents or to omit any part thereof. All such alterations, extra Work or omissions shall be ordered in writing by the Owner. The Owner, however, need not issue a written order to partially or entirely eliminate contingent items of work.

2.18 HAZARDOUS 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 hazardous materials be discovered during the course of work, its removal or mitigation in accordance with established regulations, 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 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 3.20** 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 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 as to the Bidder.

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

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

2.27 QUALIFICATIONS AND EXPERIENCE OF BIDDERS

Each Bidder must be regularly engaged in and have at least the amount of experience specified below in, the installation of the cleaning and maintenance of interceptor systems. The Contractor shall supply a complete record of experience for the following:

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

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

2.28 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 minority or women's groups for advertising for contracts when work permits. A statement of this policy will be included in the ad text.
- C. Use of minority or women's business associations to contact businesses of this type. A list of these organizations is maintained at the Authority.
- D. Dividing total requirements when economically feasible into small tasks or quantities to permit maximum participation of minority and women's businesses.
- E. Establishing delivery schedules when the requirements of the Work permit that will allow these businesses to participate.
- F. Requiring each party to a sub-agreement to take the affirmative steps listed above.
- G. Procuring goods and services from labor surplus area firms.

Further information concerning this matter may be obtained from the Owner.

2.29 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, et. seq. Additional Certificates, in as many copies as may be required shall be furnished to the Owner by the successful Bidder prior to the execution of the Contract.

2.30 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 **Microsoft Teams Virtual Meeting at 10:00 A.M.**, prevailing time, on **Wednesday, December 18, 2024** PATENTS AND PROPRIETARY RIGHTS

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

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

2.32 MATERIALS

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

2.33 LIST OF MAJOR SUBCONTRACTORS/SUPPLIERS

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

2.34 NEW OR REMANUFACTURED EQUIPMENT

This section is intentionally omitted from this Contract.

2.35 ALCOSAN CONSENT DECREE

Bidders are advised that **CONTRACT NO. 1813** 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 Consent Decree and shall perform the Work in a manner so as not to cause the Owner to fail to perform, violate, or untimely perform, any obligation or requirement of the Consent Decree. Also, from time to time, the Contractor may be requested to, and shall, provide the Owner with verifications and/or other documents which relate to the Work and which may be required by, and/or necessary for, the Consent Decree, and/or to attest to and/or verify the accuracy and/or completeness of the Work or documents or submittals provided in regard to the Work.

2.42 ACCESS TO MANHOLES AND DIVERSION STRUCTURES

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

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

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