

February 3, 2026

**CONTRACT NO. 1797**

**OHIO RIVER TUNNEL**

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**ADDENDUM No. 13**

All Bidders bidding **Contract No. 1797** shall read and take note of this **Addendum**. The Contract Documents for **Contract No. 1797 – Ohio River Tunnel** are hereby revised and/or clarified as stated below.

**Acknowledgement of Contract No. 1797**

The Acknowledgement attached to **Addendum No. 13** is to be signed and returned immediately via email to [ORT.bids@alcosan.org](mailto:ORT.bids@alcosan.org) and acknowledged with Bidder's Proposal.

**Michael Lichte P.E.**  
**Director of Regional Conveyance**

**ACKNOWLEDGEMENT OF**

**CONTRACT NO. 1797 – OHIO RIVER TUNNEL**

**\*\* *return via email to [ORT.bids@alcasan.org](mailto:ORT.bids@alcasan.org)* \*\***

**ADDENDUM No. 13**

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

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

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

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

**February 3, 2026  
CONTRACT NO. 1797  
OHIO RIVER TUNNEL  
ADDENDUM No. 13**

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ATTENTION:  
BIDS DUE: 11:00 A.M., prevailing time, on **Thursday, February 26, 2026**  
DEADLINE FOR QUESTIONS: 5:00 P.M., **closed**

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This Addendum consists of 237 total pages including the following attachments:

- Attachment A - CONTRACT DOCUMENTS - Article 1 – BIDDING DOCUMENTS (44 pages)
- Attachment B – APPENDIX B – CONTRACT DRAWINGS (2 sheets)
  - Revised O27-AR-103 (Sheet 280 of 770)
  - Revised A58-AR-403 (Sheet 480 of 770)
- Attachment C - APPENDIX B – CONTRACT DRAWINGS (2 sheets)
  - Revised O27-ST-149 (Sheet 246 of 770)
  - Revised A58-ST-446 (Sheet 462 of 770)
- Attachment D - APPENDIX B – CONTRACT DRAWINGS (1 sheet)
  - Revised O27-ST-104 (Sheet 207 of 770)
- Attachment E – APPENDIX B - CONTRACT DRAWINGS (1 sheet)
  - Revised O14-CI-604 (Sheet 523 of 770)
- Attachment F – CONTRACT DOCUMENTS - Article 6 – Bureau of Labor Law Compliance - Prevailing Wages Project Rates (6 pages)
- Attachment G – APPENDIX A – TECHNICAL SPECIFICATIONS - Section 01 14 19. Attachment 1 (84 pages):
  - Attachment 1.1 – 05.1 – A48 – Recorded Partial Acquisition – 501 Martindale Associates, L.P. (13 pages)
  - Attachment 1.2 – 05.2 – A48 – Recorded Permanent Easements – 501 Martindale Associates, L.P. (13 pages)
  - Attachment 1.3 – 05.3 – A48 – Recorded Temporary Easements – 501 Martindale Associates, L.P. (14 pages)
  - Attachment 1.4 – 11.1 – O14 – Declaration of Taking – AMO Industries, Inc. (18 pages)
  - Attachment 1.5 – 16.1 – O07 – Recorded Temporary Easement and Right of Entry – Old Town Properties, L.P. (13 pages)

- Attachment 1.6 – 19 – O27 – Recorded Quitclaim Deed – 75-J-75 – City of Pittsburgh (13 pages)
- Attachment H – APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 32 13, Attachment 2 (19 pages):
  - Attachment 2.1 – 35.1 – Public Service License Agreement (Agreement No. 11A248) – 9-A-147 – ALCOSAN and the Commonwealth of Pennsylvania Department of Transportation (19 pages)
- Attachment I – APPENDIX A – TECHNICAL SPECIFICATIONS – Section 33 01 30.21 - Sonar Sewer Inspection (14 pages)
- Attachment J – APPENDIX B – CONTRACT DRAWINGS (4 sheets)
  - Revised O27-CI-109 (Sheet 199 of 770)
  - Revised O41-CI-209 (Sheet 308 of 770)
  - Revised A58-CI-408 (Sheet 394 of 770)
  - Revised ORT-MD-026 (Sheet 673 of 770)
- Attachment K – APPENDIX B – CONTRACT DRAWINGS (1 sheet)
  - Revised A48-CI-302 (Sheet 355 of 770)
- Attachment L – APPENDIX B – CONTRACT DRAWINGS (1 sheet)
  - Revised O27-CI-103 (Sheet 193 of 770)
- Attachment M – TECHNICAL SPECIFICATIONS – Section 01 31 00, Attachment 7 (5 pages):
  - Attachment 7 – Extended City of Pittsburgh DOMI Curb Cut Permit
- Attachment N – APPENDIX E – SUPPLEMENTAL INFORMATION (FOR INFORMATION ONLY) (2 sheets including fly sheet)
  - Add Section 9.3 – Approximate grading exhibit near new monopole adjacent to O27 (By Others)
- Attachment O – APPENDIX B – CONTRACT DRAWINGS (1 sheet)
  - Revised A48-CI-301 (Sheet 354 of 770)

#### **ATTENTION BIDDERS**

The following additions to and modifications of the Contract Documents will be included in and become part of the Contract for the Allegheny County Sanitary Authority (ALCOSAN) Ohio River Tunnel. Bidders are instructed to take the following into account in rendering any Bid for this work

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

CONTRACT NO. 1797  
OHIO RIVER TUNNEL  
**ADDENDUM NO. 13**

**A. QUESTIONS & ANSWERS FROM RFI'S SENT TO  
[ORT.bids@alcosan.org](mailto:ORT.bids@alcosan.org)**

Q1 *SECTION 03 30 00 CAST-IN-PLACE CONCRETE 3.14.D. states, “When concrete is being pumped, testing shall be performed at the pump discharge for meeting the requirements of this specification and to reflect material changes through the pump.” Standard practice for testing concrete is at the pump and requiring testing at the point of discharge raises major safety concerns for our underground employees and subcontractors especially in small diameter non TBM Tunnels. The testing in the tunnel would have to be anecdotal and for quality purposes the mix should be adjusted based on the results at the pump only and any cylinders staged underground would be at risk for disturbance or early movement. If testing at the discharge location can’t be removed for the benefit of safety or will be implemented in rare circumstances where the benefits would outweigh the risks, please clarify the testing that should be performed underground, Air, Temp, Slump, Cylinders, etc.*

A1 **Section 03 30 00 Part 3.14 D has been revised in its entirety for requirements of field quality sampling and testing of concrete. Refer to the revised Section 03 30 00 Attachment D of Addendum No. 12.**

Q2 *As currently drafted, the contract contains an unreasonable limit on Contractor’s liability at 100% of the contract value. Reducing the limitation of liability allows the Contractor to provide more competitive pricing as it will know the outer limit of its exposure under the contract. Moreover, sureties look favorably on contracts with such caps, which may increase their willingness to bond this project. Please reduce the cap to a maximum of 50% of the contract value.*

A2 **Please see the answer to Q52 and Section B, Item 21 CHANGES TO CONTRACT DOCUMENTS in Addendum 11.**

Q3 *Please advise if Joint Ventures can sign proposal forms, that show only one signature, per the signing authority of their joint venture agreement.*

A3 **This question has been repeated for clarity. Additional signature lines were added. Please refer to Addendum 12, Q12/A12 noting that Bidding Documents Article 1 for Contract No. 1797 Ohio River Tunnel has been revised and REPLACED in its entirety. See Section B Item 1 and Attachment A of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q4 *The response to question 71 in Addendum 8 states, “Contractors shall build lost work days into their schedules based on their experience and specify their assumptions in their Bidder Execution Statements.” It is not clear where in the Bidder Execution Statements this information is to be included. Additionally, response to question 50 in Addendum 6 states that the Bidder’s Execution Statement will only factor into the bid as being responsive/nonresponsive. Finally, the description of the Bidders Execution Statement in the Front End Documents states that “These Execution Statements are intended to demonstrate Bidder’s understanding and approach to managing the risk and technical complexity associated with key elements of the Project. Contract award does not equate with the approval of any Contractor means and methods provided in the Execution Statements, and as such these responses shall be separate and distinct from the Escrow Bid Documents...” Questions: Where is the requested schedule assumptions to be included in the Bidder Execution Statements? How will these assumptions be treated from a contractual standpoint if the Bidder Execution Statement is intended to be pass/fail and not included in the escrow documents? How does ALCOSAN intend to use the information provided in the Bidder Execution Statement after award? How are lost work days above and beyond the number we have assumed as part of our bid to be handled during execution of the contract, with they be considered a Delay as defined by the contract documents and eligible for relief?*

A4

- 1) **Where to include schedule assumptions: as a correction to Addendum 8, A71, “Contractors shall build lost workdays into their schedules based on their experience and specify their assumptions in their ~~Bidder Execution Statements~~ Escrow Bid Documents (EBDs).**
- 2) **How will assumptions be treated: per above, schedule assumptions shall be submitted in the EBDs.**
- 3) **How does ALCOSAN use the information in Bidder Execution Statements: the Bidder Execution Statements are intended to be used pre award to demonstrate Bidder’s understanding and approach to managing the risk and technical complexity associated with key elements of the Project.**
- 4) **Lost work days: For bidding purposes, the Contractor shall anticipate 5 project-wide lost work days per year, inclusive of all events in 3.34 A. If the number of lost work days exceeds 5 days, the Contractor may submit a request for an extension of time only per Article 3.34 of the General Conditions and Article 3.34SC of the Special Conditions. See Section B Item 2 of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q5 *Bid Item 34 – Can you clarify which aspects of site restoration are to be completed at site ORT-AS1. Paragraph 2d states “Full final restoration of this site will be done by others under a separate contract. The Temporary Restoration as shown on the Contract Drawings and Specified is intended to leave the site in a suitable condition for immediate takeover and use by the Contractor for the ART Tunnel which will use Site ORT-AS1 to mine the ART Tunnel.”*

A5 **A formal response will be included in Addendum #14.**

Q6 *Please confirm spoil generated by additional excavation performed in conjunction with and/or to support excavation activities whose spoils are to be handled, tested and disposed of under bid items 31, 32, 103 or 104 (e.g. slurry wall, tunnel excavation, and shaft excavation) will be paid for at the unit price(s) established for those same bid items. As an example – the extra 150 BCY excavated from the O06A adit to create a passing niche would be paid under bid item 31 (if clean) or 32 (if regulated) as determined by testing.*

A6 **For all rock excavations in tunnels and shafts, pay items are based on excavations within the 'A' Line as defined in the Contract Documents. All additional excavations for the convenience of the Contractor (such as forming a passing niche referred to in the RFI) are Contractor's means and methods and shall be considered incidental as defined in the Contract Documents. Refer to Addendum No. 12, Q48/A48 for similar RFI and answer. For soil excavations related to slurry wall / secant pile wall shaft or NSF structures, pay items should be based on excavations delineated on the Contract Drawings.**

Q7 *Please reconsider the unit of measure for bid items 31, 32, 103 and 104 that was the subject of a prior RFI. The industry standard for such disposal is to pay by the ton which can be readily measured and verified avoiding the inevitable disputes over appropriate unit weights and neatline excavation volumes.*

A7 **Per Addendum No. 02, Q16/A16; there will be no change to the units for these bid items.**

Q8 *Reference Drawing O27-AR-103: The Drawing is labelled as 3D imaging for the gate control building on site O27, however it shows the 3D imaging for the gate control building on site A58. Please provide the updated 3D images for the gate control building on Site O27.*

A8 **Contract Drawing O27-AR-103 has been REVISED in its entirety. Contract Drawing A58-AR-403 has also been REVISED in its entirety. See Section B Item 3 and Attachment B of this Addendum for CHANGES TO THE CONTRACT DOCUMENTS.**

Q9 *Specification 31 23 20-14 section 3.6 GENERAL GROUTING PROCEDURES. L.2 For Non-TBM Tunnels: allows contractor to perform grouting, at their own expense, if flows are lower than 30 gpm per probe hole or 50 gpm cumulative. We have worked successfully using a 10 gpm threshold on previous jobs, mining downhill with high water inflows. While there are additional costs for increased grouting it will provide tangible improvements to worker safety and quality of the initial and final lining. Considering over 50% of the Non-TBM tunnels are mined downhill and actual inflows into the excavation could be several times higher than what is encountered during probe drilling would ALOCSAN consider lowering the grouting payment trigger value to 10 gpm per probe hole and 30 gpm cumulative to reduce potential variances between bidders?*

A9 **No change to Contract Documents.**

Q10 *Section 31 23 20. 3.6 GENERAL GROUTING PROCEDURES.N.2 For Shaft Internal Pre-Excavation Grouting is unclear. It reads, "...threshold value of 30 gpm per probe hole measured at 30 minutes after the completion of probe hole drilling, or an accumulative 50 gpm from all successively drilled probe holes, perimeter or vertical (when approaching the bottom of excavation)." When does accumulation of successively drilled probe holes start? Is the cumulative inflow measured per level of probe holes or shall it consider all probe holes drilled including those from preceding levels?*

A10 **The accumulation of successively drilled probe holes shall be counted on a per level (or per heading) basis. See Section B Item 4 of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q11 *Section 31 23 20. 3.6 GENERAL GROUTING PROCEDURES.N.2 For Shaft Internal Pre-Excavation Grouting considers water shutoff to some extent in the shaft. Leaving ungrouted probe holes yielding 3-10 gpm each may result in 5 times more ingress to the bottom of the shaft and can quickly become a problem for subsequent activities. Features detected by probing (close to trigger) but not grouted will add water to any ingress into the shaft from higher up. These features will be difficult if not impossible to shutoff once the ground is excavated. An overly conservative grouting protocol inside the shaft has considerable benefits to safety, quality and certainty to some of the most important structures on the project. Would Alcosan consider changing the grouting payment trigger in the range of 3 gpm to 10 gpm per probe hole?*

A11 **For the shafts, trigger value revised to 10 gpm per hole, cumulative value revised to 30 gpm. See Section B Item 4 of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q12 *GBR Section 8.3.1 ambiguously describes the risk that TBM tools will be damaged as they "...strike stronger rock ledges..." Please provide quantitative clarification on the numbers of and/or specific locations where these "stronger rock ledges" are to be encountered for planning of tool wear and numbers of interventions.*

A12 **Refer to Addendum No. 12, Q16/A16.**

Q13 *Bid Item 31 & 32: Disposal of associated Shaft Construction – The Measurement and Payment Section 01 22 00 for bid items 31 and 32 contain (Rock) in the description for payment. Will the overburden material be paid under these bids items as well?*

A13 **No, the excavated overburden's handling, testing, transport, and disposal will be compensated in accordance with Bid Items 103 and 104. Bid items 31 & 32 are for muck (rock) and 103 and 104 are for soils/fill.**

Q14 *O27 IPP Wall Removal Limits - There are a total of 37 pipe piles from (including) the landside wall, which surrounds the OS1/OS2 culverts, up to the East and West River Walls. Please confirm that ALL 37 piles should be cut from the dictated "Top of IPP" elevation (725) to elevation 722.5 as indicated for the landside wall on Drawing O27-ST-114 as a final condition.*

A14 There are 35 IPPs that should be cut 3' from final finished grade elevation on the landside. The other 2 IPPs, one by each side of the outfall front headwall shall remain full height since they are part of the permanent IPP river wall.

Q15 *Bid Item 31 & 32: Disposal of Associated Shaft Construction – Due to the presence of old building foundations at the shaft sites, the Contractor may have to pre-excavate for the slurry walls and secant pile walls. Will the disposal of the generated material from pre-excavating be paid for under bid items 31 & 32?*

A15 **The excavated overburden's (including any obstructions within the overburden) handling, testing, transport, and disposal will be compensated in accordance with Bid Items 103 and 104.**

Q16 *ORT Tail Tunnel CIP Lining - Please confirm that the ORT Tail Tunnel does not receive any type of final lining.*

A16 **Confirmed.**

Q17 *Starter and Tail Tunnel Pre-Excavation grout pay item - Please confirm that any necessary pre-excavation grouting effort for all starter and tail tunnel pre-excavation grouting will be paid under Bid Item 30 and associated grout materials will be paid under Bid Item 114.*

A17 **Confirmed.**

Q18 *On sheet 354/770 – A48 Demolition Plan, Key Note “N” states “Remove Metal Parking Guard Shack & Concrete Island.” The guard shack and concrete island is in the Alco Parking Lot – Red 7D along East Lacock Street. Note 1 states “See A48-EL-300 Series for Electrical Protection, Removal, and Replacement.” On sheet 381/770 – A48 Electrical Site Plan, Note “D” states “Contractor shall provide as-builts at the time of notice identifying the various power supply interface points established during initial site preparation for the existing-to-remain light fixtures installed on the underside of the highway overpass, CCTV camera power supply power feeders, pole mounted lights along the railroad retaining wall, the existing guard shack located along East Lacock Street (not shown), etc.” Later in that same note it mentions a “new permanent guard shack”. So, the question is whether the existing guard shack is to be removed and the concrete island demolished, or is it to remain in service for the life of the Project? Also, is the plan to provide ALCO with a new guard shack as part of this Project?*

A18 **Key Note “N” on A48-CI-301 states “REMOVE METAL PARKING GUARD SHACK AND CONCRETE ISLAND.” The guard shack and concrete island are to be removed. In reference to the second question, see last sentence in Post Construction/Site Restoration Note “D” which states “...NEW PERMANENT GUARD SHACK, SITE SECURITY PROVISIONS (CAMERAS, GATES, ETC.), UTILITY FEED AND TIE-INS TO EXISTING-TO-REMAIN ALCO PARKING CORPORATION EQUIPMENT AND INFRASTRUCTURE SHALL BE PROVIDED BY ALCO PARKING CORPORATION.” The purchase and installation of a guard shack and concrete island are not included in this contract.**

Q19 *BID ITEMS 31, 32, 103, and 104 currently specify payment for disposal based on Bank Cubic Yards (BCY). Would the Owner please consider changing BID ITEMS 31, 32, 103, and 104 from “per BCY” to “per Ton” based on certified disposal facility scale tickets for the following reasons:*

- 1. Regional disposal facilities charge by weight (tons), not volume. Payment by BCY requires conversion calculations that introduce uncertainty.*
- 2. Excavated materials will have significantly different densities:*
  - o Rock vs. soil*
  - o Clean Fill vs. Residual/Regulated Fill*
  - o Varying moisture content and swell factors (10-60%)*
  - o TBM slurry with variable water content*
- 3. Weight-based payment provides:*
  - o Certified scale tickets (verifiable documentation)*
  - o Direct correlation to actual disposal costs*
  - o Eliminates disputes over volume calculations and density assumptions*
- 4. Tonnage is the standard measurement for waste disposal contracts.*
- 5. Paying for these items by the ton will reduce the risk on the contractor and thereby provide ALCOSAN with a more accurate, and reduced, cost since the need to increase the unit price to cover the uncertainties outlined above will no longer be required.*

A19 **Refer to Answer A7 of this Addendum.**

Q20 *Both shaft grouting and ground modification grouting have highly uncertain quantities dependent on field conditions, groundwater, and trial-and-error effectiveness. The material for both operations will be paid per the appropriate bid items but only the time and effort for shaft grouting is paid hourly to account for the labor and equipment uncertainty. Ground modification grouting (excluding material) is to be included as part of the associated items lump sum, creating significant pricing risk and leading to a potentially unnecessary increased cost to ALCOSAN. Will ALCOSAN add a separate unit price BID ITEM for ground modification grouting labor/equipment (per hour), consistent with the payment structure for shaft grouting (BID ITEM 102)?*

A20 **No change to Contract Documents. Refer to Addendum No. 11, Q34/A34 for additional information.**

Q21 *Would low-VOC, moisture-cured urethane (MCU) coating systems — with a proven performance history in harsh environments and equal or faster dry times — be considered acceptable if proposed by a bidder for the Ohio River Tunnel Project?*

A21 **No substitutions or alternatives will be considered during the bidding process. These can be submitted post-award of the contract for consideration, but Bidders should bid the plans and specifications as received.**

Q22 *We refer to Answer to Question 93 in Addendum No. 8, which confirms that progress payments shall be made in accordance with Article 3 of the General Contract Conditions. We respectfully note that, for heavy civil and tunneling projects of similar size and complexity, NET 30 progress payment terms are generally considered industry standard.*

*Payment periods extending to 60 days typically result in avoidable financing and carrying costs, which ultimately increase the overall Project cost and are indirectly borne by the Owner and ratepayers. Accordingly, we request clarification as to whether the Owner would consider revising the progress payment period to thirty (30) calendar days, consistent with industry practice and in the interest of minimizing unnecessary financial impacts to the Project.*

A22

**No change to Contract Documents.**

Q23

*Specification SECTION 31 62 16- STEEL H PILES FOR DEEP FOUNDATIONS, Section 2.1 E states “Paint: Black Paint – SSPC-Paint 16; self-priming, two-component, coal-tar epoxy polyamide.” Question #1: Where on the Contract Drawings does it show which H-Piles are to be painted? Question #2: Is the entire length of the H-Pile from pile cut-off to pile tip to be painted?*

A23

**Answer to both questions: Paint as specified shall be applied from top of pile to tip of pile, or where rock socket is required, to top of concrete backfill at a minimum.**

**Refer to Section B Item 5 of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q24

*Specification SECTION 31 62 16- STEEL H PILES FOR DEEP FOUNDATIONS, Section 1.8.A.1 states “A minimum of one pile to be tested for axial compressive capacity static load test by ASTM D1143 for each Control Building, each Outfall, and each Manhole specified in Part 1.1.A, or as approved by the Owner.”*

*The Contract Drawings show:*

- *Control Building at ORT-A58-DS (Dwg A58-ST-446): 1 Load Test Pile shown (Pile P1)*
- *Control Building at ORT-O27-DS (Dwg O27-ST-149): 3 Load Test Piles shown (P1, P17, P25)*
- *Outfall at ORT-O27-OF (Dwg O27-ST-135): No Load est Piles shown*
- *Outfall at ORT-A58-OF (Dwg A58-ST-417): No Load Test Piles shown*
- *Outfall at SMRT-O41-OF (Dwg O41-ST-207): No Load Test Piles shown*
- *Outfall at CXCT-O07 (Dwg O07-ST-707): No Load Test Piles shown*
- *Manhole base at SMRT-O41-MH3 (Dwg O41-ST-225): No Load Test Piles shown*

*Question: Please confirm that Contractor is only required to perform the four (4) axial compressive capacity static load tests shown on the Contract Drawings listed above.*

A24

**The Bidder's interpretation is INCORRECT and the RFI statement is NOT confirmed. The minimum number and type of pile load testing shall be as stated in Part 1.8.A.1 and A.2 for each site where H piles are shown on the Contract Drawings. Drawings O27-ST-149 and A58-ST-446 have been revised to not specify which pile to test as Part 1.8.B states “The Contractor’s Load Test Engineer shall develop a load test plan...”. Also refer to Addendum No. 006, Q27/A27 for related information. See Section B Item 6 and Attachment C of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q25 *Specification SECTION 31 62 16- STEEL H PILES FOR DEEP FOUNDATIONS, Section 1.8.A.2 states " A minimum of one pile to be tested for lateral capacity static load test by ASTM D3966 for each retaining wall and thrust block specified in Part 1.1.A, or as approved by the Owner. "*  
*The Contract Drawings show:*

- *Soldier Pile Ret Wall at SMRT-O14-RG (Dwg O14-ST-600): No Load Test Piles shown*
- *Waterline Thrust Blocks at SMRT-O14-RG (Dwg ORT-CT-607 & ORT-MD-029): No Load Test Piles shown*

*Question: Please confirm that Contractor is not required to perform any lateral capacity static load test since no test piles are shown for these structures on the Contract Drawings.*

A25 **The Bidder's interpretation is INCORRECT and the RFI statement is NOT confirmed. The minimum number and type of pile load testing shall be as stated in Part 1.8.A.1 and A.2 for each site where H piles are shown on the Contract Drawings.**

Q26 *Specification SECTION 31 62 16- STEEL H PILES FOR DEEP FOUNDATIONS, Section 1.8.A.2 states " Load Test Engineer: Geotechnical engineer responsible for overseeing H-pile installation and load testing must be experienced in the specified Work and licensed in the Commonwealth of Pennsylvania. Minimum 10 years' experience required. "*  
*Question: Can the Load Test Engineer be an employee of the Contractor or a specialist subcontractor installing the H-piles as long as they have a Pennsylvania PE License and a minimum 10 years of load testing experience?*

A26 **The requirement of the Load Test Engineer specified in Specification Section 31 62 16 Part 1.5.D does not specify the employer of that position. However, the minimum qualifications specified must be met. In addition, the load test must be performed by a Load Test Engineering Firm as specified in Specification Section 31 62 16 Part 1.5.C.**

Q27 *Specification SECTION 35 31 30-INTERLOCKING PIPE PILING, Section 1.6.C.2.b requires Contractor to submit " Details of proposed interlock grout/sealant to be used, including type, brand, and properties. "*  
*In section 2.1.A IPP Material, there is no mention or requirement for type or need for interlock sealant. In fact, the interlock sealant is not mentioned anywhere else in this specification. Question: Is interlock sealant or grout need for the Interlocking pipe piles?*

A27 **Yes, Refer to Addendum No. 12, Q53/A53.**

Q28 *Specification SECTION 35 31 30-INTERLOCKING PIPE PILING, Section 2.1.B states "Marine Coating: Permanent IPP River Wall ORT-O27-RW shall be marine coated in accordance with Section 35 97 13 – Marine Coating, to the extents defined on the Contract Drawings." Specification SECTION 35 97 13 MARINE COATING Section 1.1.A.1 states "Coat waterside face of the river wall interlocked pipe piles". Questions: What Contract Drawings show / define the extents of the required Marine Coating?*

A28 **Drawing O27-ST-104 has been REVISED and Specification Section 35 97 13 Part 1.1.A has been REVISED. Refer to Section B Item 7 and Attachment D of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q29 *Specification SECTION 35 31 30-INTERLOCKING PIPE PILING, Section 3.5.C states “The Contractor shall use special manufacturer’s equipment, such as an interlock failure detecting device, to check that the locks were not opened during driving”.*

*Question#1: Does the Contractor have to use interlock failure detecting devices? If yes, how many of the interlocks need to be equipped with this device? – i.e. On every interlock? On every other interlock? On every 5<sup>th</sup> interlock?*

*Question #2: What other types of “special manufacturer’s equipment” is envisioned other than declutching systems?*

A29 **Answer to Question 1:** As Specification Section 35 31 30 Part 3.5.C requires, Interlocking failure detecting device is required to determine integrity of interlocks. It is the Contractor’s responsibility to determine the type and number of such devices based on manufacturer’s recommendations to ensure all interlocks will not be damaged and watertightness is maintained, especially for the cofferdams.

**Answer to Question 2:** As Specification Section 35 31 30 Part 3.5.C states “The Contractor shall be solely responsible for the successful driving of the IPPs without damage to interlocks and welds...”, it is the Contractor’s responsibility to select the type of devices as recommended by the manufacturers for use to verify the integrity of the interlocks.

Q30 *Specification SECTION 35 97 13 MARINE COATING Section 1.1.A.2 states “Apply to other elements called out on the Contract Drawings to receive marine coating”.*

*Question: Other than the 36” OD x 1.0” wall pipe piles for the O27 River wall and Outfall SOE, where on the Contract Drawings are the other “elements” called out that require this Marine Coating?*

A30 **Refer to Answer A28 of this Addendum.**

Q31 *Specification SECTION 35 97 13 MARINE COATING Section 3.7.A states “Coordinate the coating repair work with the work by others. Field coating on items as needed to repair any transportation or installation damages according to the following instructions”.*

*Question: After the pipe piles are cutoff to the design elevation shown on the Contract Drawings do the top surfaces of the pipe piles need to be field coated?*

A31 **Confirmed.**

Q32 *Specification SECTION 31 23 20 PROBING, PRE-EXCAVATION DRILLING AND GROUTING Section 1.5.A states “The Contractor shall assign a qualified Grouting Specialist or Grouting Foreman to each shift that grouting operations are being conducted”.*

*Section 1.6.B.1 requires submitting “Experience Requirements for Lead Grouting Supervisor, Grouting Specialist(s), Grouting Foremen and Grouting Consultant, as specified in Part 1.5”.*

*Question: Please confirm that only one person, either 1) a Grouting Foreman or 2) a Grouting Specialist, is required to be assigned to each shift grouting operations are being conducted.*

A32      **Both the Lead Grouting Supervisor and Grouting Foreman shall be at the site per shift, per Specification Section 31 23 20 Part 1.5.A requirements.**  
**Revisions have been made to Part 1.5.A, B, C and Part 1.6.B.1 to clarify the positions. See Section B Item 8 of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q33      *Drawing ORT-MD-029: Details C-78 & C-79 show the HP piles requirements for the 24" watermain thrust blocks. Question: What are the vertical and horizontal loads for the HP 18x157 piles for these thrust blocks?*

A33      **Drawing O14-CI-604 is REVISED.**  
**See Section B Item 9 and Attachment E of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q34      *Section 31 41 00 (Near Surface Facility Construction) and related SOE specifications, alternate Support of Excavation (SOE) systems may be proposed provided they meet the minimum requirements shown on the Contract Drawings and are approved by the Owner. These alternates must satisfy all geotechnical and structural design criteria, including LRFD design, surcharge load limits, groundwater cut-off, and installation tolerances.*  
*Question: Could you please clarify whether submission of an alternate SOE design under these provisions would be considered:*  
1. *A Value Engineering Proposal (as referenced in Division 01 – General Requirements) and imply cost savings sharing with the Owner, or*  
2. *Simply an alternate design option without cost savings implications?*

A34      **Refer to Addendum No. 12, Q35/A35.**

Q35      *In Addendum 9 – the following question was answered:*  
*A9 -Q26 270 Specification 31 23 20 Section 3.6.I states “After the grouting of a stage within a hole is completed, maintain the pressure in the hole by closing the shut-off valve and leave the valve in place until the grout has set sufficiently to be retained in the hole. Only after the grout has set or gelled shall the hole be redrilled and washed.”*  
*Question – This section implies that grouting shall be done in a downstage method, but other sections of the specification describe and allow upstage grouting. Under an upstage grouting scenario, will it still be necessary to allow every stage in a borehole to reach gel or set time prior to moving the packer and hitting subsequent stages above? If so, this would imply only grouting one stage of the grout hole per shift.*  
*A26 Refer to this Addendum Answer ”9. Requirement for reaching gel or set time prior to moving to next stage does not change for either downstage or upstage grouting.*  
*Question – The requirement for reaching gel or set time on each stage prior to advancing adds a significant amount of time to each stage operation and would be considered atypical unless high backpressures or artesian pressures were noted during drilling or grouting. Based on the above requirement, please confirm that allowing each stage to*

reach gel or set time will be compensable by Bid Item 102 – specifically under line 5.a.1 and 5.a.2.

**BID ITEM 102. Shaft Pre-Excavation Grouting Exclusive of Grout Materials**

5. Measurement for this BID ITEM will be per hour as provided below:

- a. For grouting external to the shaft as shown on the Contract Drawings and as specified:
1. Time grouting will be for actual hours spent on grouting.
2. Attempts to grout where no grout flows, or limited grout flows will still be considered time grouting if executed in good faith and with concurrence of the Owner.

A35

**Answer to Addendum 009, Q26 has been revised as follows:**

***“Requirement for reaching gel or set time prior to moving to next stage is not mandatory for does not change for either downstage or upstage grouting unless high backpressure or artesian conditions are encountered and previous stage grout is forced back into the hole.”***

It is confirmed that under such high pressure conditions, further grouting will be paid under Pay Item 102.

Q36

Specification 31 23 20 Section 2.3.A and states “The Contractor may elect to use either standpipes or drill-through packers, depending standpipes with a fast setting, non-shrink grout or other means approved by the Owner.”

Question – Please confirm that any annular grouts used in the installation of standpipes or similar will be paid under Bid Item 115. Specific Allowance #3

**BID ITEM 115. SPECIFIC ALLOWANCE #3 – Grout Materials Used for Shaft Excavation and Cut-Off.**

1. This Allowance Item shall compensate the Contractor for grout material used in the pre-excavation grouting of shafts, both exterior cut-off grouting and interior pre-excavation grouting.
2. Different grout materials will need to be used at different locations and for different applications. It is expected that the Contractor will work closely with the Owner to determine the effectiveness of the grout material used and change it if not effectively cutting off groundwater. This will require trial and error or mixes and types of grout. This BID ITEM is for the material cost for the grout type used only.
3. Measurement for this item will be as agreed between the Contractor and Owner during construction for various grout types. Payment for this BID ITEM will be on an ‘at cost’ open-book invoiced basis including mark-up and profit allowed by the Contract.

A36

Any annular grouts used in the installation of standpipes or similar will NOT be paid under Bid Item 115, since this Bid Item covers “Grout Materials Used for Shaft Excavation and Cut-Off” only.

Any annular grouts used in the installation of standpipes or similar are covered in Section 01 22 00 Part 3.1.G – “Vertical Soil Drilling for Shaft Grouting (External to SOE)”, and will be paid under the respective “Bid Item for Vertical Soil Drilling for Shaft Grouting” at each site – for example BID ITEM 35. “Vertical Soil Drilling for Shaft Grouting at Site ORT-AS1”.

Q37

*In Addendum 9 – the following question was answered:*

*A9 -Q26 270 Specification 31 23 20 Section 3.6.I states “After the grouting of a stage within a hole is completed, maintain the pressure in the hole by closing the shut-off valve and leave the valve in place until the grout has set sufficiently to be retained in the hole. Only after the grout has set or gelled shall the hole be redrilled and washed.”*

*Question – This section implies that grouting shall be done in a downstage method, but other sections of the specification describe and allow upstage grouting. Under an upstage grouting scenario, will it still be necessary to allow every stage in a borehole to reach gel or set time prior to moving the packer and hitting subsequent stages above? If so, this would imply only grouting one stage of the grout hole per shift.*

*A26 Refer to this Addendum Answer A9. Requirement for reaching gel or set time prior to moving to next stage does not change for either downstage or upstage grouting.*

*Question: Please confirm that redrilling of the hole – through obstructions, through previously grouted stages, and through any gel or cured grouts as a result of maintaining pressure in the hole – will be compensated by Bid Items 35, 36, 41, 42, 51, 52, 58, 59, 68, 69, 79, 80, 86, 87, 93, 94, as per the description in each shaft (sample below)*

*BID ITEM 35. Vertical Soil Drilling for Shaft Grouting at Site ORT-AS1*

*1. This item shall include full compensation for the Vertical Soil Drilling for Shaft Grouting at this site, including but not limited to:*

*a. Provision of all items in Part 3.1.G – Vertical Soil Drilling for Shaft Grouting (External to SOE) of this Section.*

*b. All other work required to provide the Vertical Soil Drilling for Shaft Grouting at Site ORT-AS1 in accordance with the Contract Documents.*

*2. Measurement and payment will be made per linear foot of drilled hole.*

*BID ITEM 36. Vertical Rock Drilling for Shaft Grouting at Site ORT-AS1*

*1. This item shall include full compensation for the Vertical Rock Drilling for Shaft Grouting at this site, including but not limited to:*

*a. Provision of all items in Part 3.1.H – Vertical Rock Drilling for Shaft Grouting (External to SOE) of this Section.*

*b. All other work required to provide the Vertical Rock Drilling for Shaft Grouting at Site ORT-AS1 in accordance with the Contract Documents.*

*2. Measurement and payment will be made per linear foot of drilled hole.*

A37

**Confirmed. For redrilling of previous grouted stages, the Bidder shall incorporate the unit price of redrilled lengths into the Unit Bid Price of the net drilled length for grouting. Payment shall be made without double counting of redrilled quantities.**

**Note that it is the Contractor's choice to determine the use of Ascending Stage Grouting or Descending Stage Grouting to achieve the most efficient grout injection across the total depth of the drilled hole and if re-drilling is anticipated and calculated in the unit price. Refer to Addendum No. 009, Q9/A9 for additional information.**

Q38

*We are requesting clarification regarding the payment structure for BID ITEM 102, Shaft Pre-Excavation Grouting. Specifically, Paragraph 5.b.3) requires that the hourly rate*

include “all time for the shaft excavation crew who is put on standby by the grouting effort if they cannot be put on the grouting task or other productive tasks on the project for the duration of the grouting.” We are concerned that including shaft excavation crew standby time within the grouting hourly rate will significantly inflate the BID ITEM 102 unit price and create substantial pricing uncertainty. The issue arises because the size and cost of a specialty grouting crew is substantially different from a shaft excavation crew. When grouting operations occur, the standby cost for the excavation crew could be significantly higher than the actual grouting crew cost, yet both are bundled into a single hourly rate.

A38 First please note that Bid Item 102 has been split to two sub-Bid Items – Bid Item 102A for “External Shaft Grouting” and Bid Item 102B for “Internal Shaft Grouting.” Refer to Answer A39 of this Addendum. Regarding the standby time consideration for the crew that cannot be placed into performing productive work while Internal Shaft Grouting is ongoing, it is Contractor’s responsibility to stage work to maximize crew utilization and build a blended rate for Bid Item 102B. Section 01 22 00, Bid Item 102 is REVISED, and Article 1 – Bid Form, Bid Item 102 is REVISED. See Section B Item 10 and refer to Section B Item 1 and Attachment A of this Addendum for CHANGES TO CONTRACT DOCUMENTS.

Q39 01 22 00 *Measurement and Payment*, 3.2, Bid Item 102 Shaft Pre-Excavation Grouting Exclusive of Grout Materials. Please provide a breakdown of the hours that will be associated with shaft pre-excavation grouting that is to be performed external to the shaft and that will be performed internal within the shaft – crew and equipment will be different for internal vs external operations. In addition, please identify how the time spent performing the grouting external to the shaft will be measured (i.e., when does time start and finish).  
A39 Bid Item 102 has been REVISED to Bid Item 102A for “External Shaft Grouting” and Bid Item 102B for “Internal Shaft Grouting”. Time spent performing grouting shall be measured as stated in Bid Item 102, 5.a and 5.b. Section 01 22 00, Bid Item 102 is REVISED, and Article 1 – Bid Form, Bid Item 102 is REVISED. See Section B Item 10 and refer to Section B Item 1 and Attachment A of this Addendum for CHANGES TO CONTRACT DOCUMENTS.

Q40 31 23 20 *Probing, Pre-Excavation Drilling, and Grouting*  
For the pre-excavation drilling and grouting to be performed external, around the perimeter of the shaft we have the following questions related to water pressure testing:  
a) Are all stages in the rock, in each hole, to be water pressure tested prior to grouting?  
b) What is the duration of each water pressure test (i.e., a single step test, or a full 5 step full lugeon test)?  
c) There is no water pressure testing bid item. Please consider adding a bid item for water pressure testing, or identify which bid item it should be included in?  
d) Please identify if water pressure testing of verification holes is to be performed in the same manner as in the grout holes.

A40 **General Answer to RFI a) through d) above – All grouting and testing requirements are spelled out in Section 31 23 20 Part 3.6.M. All costs associated with this process shall be included in Bid Item 102A. Refer to Answer A39 of this Addendum.**

Q41 *Can ASTM F1043 Group IC SS40 (50000 PSI yield) pipe be used in lieu of ASTM F1043 Group A SCH 40 (30000 PSI yield) pipe for the chain link fence posts specified in section 32 31 13?*

A41 **No change to the Contract Documents at this time.**

Q42 *Please revise the performance and payment bond forms to (a) include a clear penal sum preservation clause, (b) define or clarify all capitalized but undefined terms, and (c) remove any language that attempts to provide “all-risk”/insurance-type coverage beyond standard performance/payment bond obligations.*

A42 **No changes will be made to the Contract Documents.**

Q43 *The performance bond form references “actual damages,” which could be read to include indirect/consequential damages – which is inconsistent with the mutual waiver of consequential damages set forth in the Contract Documents. Please revise the form to account for the mutual waiver of consequential damages that appears elsewhere in the Contract Documents.*

A43 **No changes will be made to the Contract Documents.**

Q44 *The maintenance, payment, and performance bond forms include a broad waiver of defenses arising from changes, time extensions, retainage reductions, or “any other forbearance,” and waive notice of those items. Please revise to narrow these waivers to customary bond language and remove “any other forbearance” and other overbroad waiver/notice provisions.*

A44 **No changes will be made to the Contract Documents.**

Q45 *The performance bond contains a paragraph that appears cut/pasted from a supply bond, uses “Supplier” (undefined), and could be read to contemplate claims by parties other than the named obligee. Please delete or correct this paragraph, and make clear that only the named obligee may assert claims under the performance bond.*

A45 **No changes will be made to the Contract Documents.**

Q46 *The bid, maintenance, payment, and performance bonds state the surety’s liability is “absolute regardless of any liability of the Principal,” including irregular/unauthorized execution or failure to execute the bond. Please revise the forms to confirm the surety’s liability is tied to the Principal’s liability under the Contract.*

A46 **No changes will be made to the Contract Documents.**

Q47 *The bid, maintenance, payment, and performance bonds state the Contract and all Contract Documents are “deemed a part” of said bond and that the surety has already obtained a true and correct copy, and further says lack of documents is not grounds to*

*refuse to investigate/respond. Please revise to remove the deemed “receipt acknowledged” language and confirm the Owner will provide complete Contract Documents upon request so the surety can substantiate and respond to any claim.*

A47      **No changes will be made to the Contract Documents.**

Q48      *The Contract references “release” of the performance bond surety upon issuance of the maintenance bond, but the maintenance bond form appears to be in addition to (not a replacement for) the performance bond. Please clarify whether the maintenance bond is intended to replace and release the performance bond surety (and when), or whether both bonds are intended to remain in effect concurrently, and revise the Contract/bond forms to eliminate any overlap or inconsistent obligations.*

A48      **No changes will be made to the Contract Documents.**

Q49      *Given the size and complexity of the project, our surety and us strongly request the Owner use industry standard bond forms (such as the AIA 2010 versions) to address the various issues with the provided bond forms that have been raised by the pool of potential bidders over the course of the RFI period.*

A49      **No changes will be made to the Contract Documents.**

Q50      *Section 31 71 01, Paragraph 3.15.A requires the Contractor to allocate time in the construction schedule for the Owner to perform geological mapping after every blast round in non-TBM excavated tunnels and adits. To accurately develop the baseline construction schedule and price the associated BID ITEMS for non-TBM tunnel mining, we need to understand how much time, measured in hours or shifts, the Contractor should allocate for Owner geological mapping after each blast round. This duration directly impacts our ability to establish realistic tunnel advance rates and overall project schedule duration.*

A50      **For each non-TBM Tunnel, allow for 30 minutes on average for each blast round after mucking out and rock wall is scaled. Specification 31 71 01 Part 3.15 has been REVISED. See Section B, Item 11 of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q51      *We request an extension of the question deadline to two weeks prior to the bid date.*

A51      **The deadline for questions will not be extended further.**

Q52      *Regarding the Certificate of Minority and Women’s Business Enterprise Participation, page 1-21 of the proposal, should each Joint Venture partner sign this form separately? For example, if there are 3 Joint Venture Partners, there would be 3 separately signed forms submitted with their proposal, each in the name of the separate companies that are part of the Joint Venture.*

A52      **Yes.**

Q53      *Regarding the Certificate of Minority and Women’s Business Enterprise Participation, page 1-21 of the proposal, should each Joint Venture partner sign this form separately?*

*For example, if there are 3 Joint Venture Partners, there would be 3 separately signed forms submitted with their proposal, each in the name of the separate companies that are part of the Joint Venture.*

A53      **Yes.**

Q54      *Regarding the MBE/WBE Solicitation and Commitment Statement, page 1-23 of the proposal, should each Joint Venture partner sign this form separately? For example, if there are 3 Joint Venture Partners, there would be 3 separately signed forms submitted with their proposal, each in the name of the separate companies that are part of the Joint Venture.*

A54      **Yes.**

Q55      *Regarding the Non-Collusion Affidavit, page 1-26 of the proposal, should each Joint Venture partner sign this form separately? For example, if there are 3 Joint Venture Partners, there would be 3 separately signed forms submitted with their proposal, each in the name of the separate companies that are part of the Joint Venture.*

A55      **Refer to Section B Item 1 and Attachment A of this Addendum for CHANGES TO THE CONTRACT DOCUMENTS noting that ARTICLE 1 has been revised in its entirety.**

Q56      *Regarding the Certificate of Compliance With the Pennsylvania Steel Products Procurement Act, page 1-28 of the proposal, should each Joint Venture partner sign this form separately? For example, if there are 3 Joint Venture Partners, there would be 3 separately signed forms submitted with their proposal, each in the name of the separate companies that are part of the Joint Venture.*

A56      **Yes.**

Q57      *The Bidder's Qualification Statement states, "Agent: The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter". If bidding as a Joint Venture, do all companies need to sign this form on page 1-30?*

A57      **Refer to Section B Item 1 and Attachment A of this Addendum for CHANGES TO THE CONTRACT DOCUMENTS noting that ARTICLE 1 has been revised in its entirety.**

Q58      *Regarding the Certification of Safety Procedures Compliance, page 1-38 of the proposal, should each Joint Venture partner sign this form separately? For example, if there are 3 Joint Venture Partners, there would be 3 separately signed forms submitted with their proposal, each in the name of the separate companies that are part of the Joint Venture.*

A58      **Yes.**

Q59      *Regarding the Project Stabilization Agreement Letter of Assent, page 1-39 of the proposal, should each Joint Venture partner sign this form separately? For example, if there are 3*

A59      *Joint Venture Partners, there would be 3 separately signed forms submitted with their proposal, each in the name of the separate companies that are part of the Joint Venture.*  
**Yes.**

Q60      *Non-TBM Tunnel CIP Concrete Joint Details - Specification Section 03 25 00 – Concrete Joints and Accessories provides joint details for walls and slabs but does not call out joint details for joints in the CIP Non-TBM Tunnels. Please provide joint and waterstop details for the CIP Non-TBM Tunnels.*

A60      **For construction joints of non-TBM tunnel CIP linings, use the requirements for joints of WALLs. Joint and waterproof details are per Detail S-9 of Drawing ORT-MD-001, unless they are specifically called out on the Contract Drawings at structural junctions or lining transition locations.**

Q61      *Request to Reconsider Response to Question 33 answered in Addendum No. 09 – Question 33 from Addendum No. 09 requested the owner create new pay items for grout hole drilling in lieu of having the drilling be incidental to the Non-TBM Tunnel and Adit Pre-Excavation Grouting, bid item 30. As the question stated, “If drilling for pre-excavation grouting is incidental to the hourly grouting pay item, this will place undue risk on both the Contractor and the Owner. This places undue risk on the Contractor because all of the cost associated with drilling may not be recuperated if the grouting effort is minimal. Conversely, if the grouting effort is greater than expected, the Owner will pay for drilling that was not performed.” As the Specifications are written, Contractors will place a sizeable contingency in their bid to ensure they are compensated for pre-excavation grout drilling for the Non-TBM tunnel and adit grouting work. To help reduce overall cost to ALCOSAN, please reconsider the original response of “No changes will be considered during the bidding process” and add stand alone pre-excavation grouting drilling bid items similar to the pre-excavation grouting at shaft site.*

A61      **Answer to Addendum 009, Q33 has been REVISED as follows:**  
**~~No changes will be considered during the bidding process. Bid Item 30A to cover pre-excavation drilling has been added to the Bid Form.~~**  
**Specification 01 22 00 Part 3.2 (Bid Item 30) has been REVISED.**  
**See Section B Item 12 of this Addendum for CHANGES TO CONTRACT DOCUMENTS.**

Q62      *Further clarification in the response to question 12 answered in Addendum No. 05 – Question 12 from Addendum No. 05 was asked to clarify the language in article 3SC, Section 3.29.C Liquidated Damages and the “sole remedy” contradiction. The response to the bid question was “Sole remedy was already addressed in Addendum #3. No further changes will be made.”*

A62      *Addendum No. 03 does not contain language addressing Article 3SC, Section 3.29.C. Please clarify the response.*  
**Please see Addendum 2, Section B Item 10 for CHANGES TO CONTRACT DOCUMENTS.**

Q63 *31 23 00 Sampling of Tunnel Rock - Section 12.1.3 Rock of the GBR states that 25% of the rock excavated from tunnels, adits, and shaft excavations will classify as “Acid Producing Rock’/Potentially APR” and require disposal as Residual/Regulated Fill in a suitably permitted site or facility. Specification 31 23 00 refers the Contractor to the GBR and GDR for subsurface information. The GDR Appendix P identifies 10 borings that samples were taken from for the purpose of identifying APR. For a 19,681 foot tunnel this equates to 1968 lf on average between samples. What will Alcon’s required sampling frequency (CY/Sample) be to determine the limits of clean fill versus acid producing rock in the tunnels?*

A63 **Testing of the rock shall be conducted as required by PADEP regulations and by Licensed Disposal Facilities. See Section 31 23 00, Part 3.4; Section 01 31 00, Attachment 1, as amended in Addendum 2, Attachment A; and, Appendix E, Section 8 which was included in Addendum 2, Attachment D. See also Addendum 6, Q52/A52.**

Q64 *Measurement and Payment for Disposal - There will be miscellaneous excavations such as the gabion obstructions for the pipe piles and excavation for sheet pile extraction at A58 among others. Will the sampling, testing, and disposal of the excavated material generated from these types of excavations required by the contract be paid for under bid items 103 and 104 ?*

A64 **Confirmed.**

Q65 *40% Regulated Fill from shaft SOE - GBR 12.1 gives the baseline of regulated fill from shaft SOE. Slurry wall panels will be excavated by hydromill continuously and it is difficult to distinguish clean or regulated fill. Also, cutting of primary panels will be included in the excavation soil when excavating secondary panel. Please advise how you plan to segregate the excavation soil.*

A65 **It is up to the Contractor to determine how to segregate excavated materials. As clarification, the GBR provides that 40% of excavated quantities are assumed to be regulated fill for disposal purposes. The basis of that assumption is that the top 40% depth of full excavation would be regulated fill, which applies to the panel excavations. Payment is based on unit price Bid Item 104.**

Q66 *BCY of the Bid Item 103 & 104 - The bid item103 & 104 are the unit price by BCY. We would like to confirm how to calculate the amount of BCY when we process the payment. For instance, we detect a stockpile is classified as regulated soil but we cannot identify the location and we cannot calculate the theoretical volume (BCY). So, we need to convert from dump CY to BCY somehow. Please advise swell factor or some equation to be applied.*

A66 **It is up to the Contractor to keep detailed records of soil excavation locations, depths, and in-situ soil conditions across the well-defined footprint of NSF plan layout and shaft diameter / cross-section area at each site. A swell factor shall be the**

**responsibility of the Contractor since it depends on multiple site conditions and soil handling factors that are only within the control of the Contractor.**

**As clarification:**

- 1) For NSF excavations, the GBR provides that all excavated quantities are assumed to be regulated fill for disposal purposes. Therefore, BCY calculation can be based on the full plan area of the NSF excavation if quantities of regulated materials are found to be less than the total amount.
- 2) For Deep Shaft excavation, the GBR provides that 40% of excavated quantities are assumed to be regulated fill for disposal purposes. The basis of that assumption is that the top 40% depth of full excavation would be regulated fill. Therefore, BCY calculation can be based on the full plan area of the shaft excavation if quantities of regulated materials are found to be less than the total amount.

Q67      *Triangle above Tunnel Collar - The collars are designed at the intersection between the tunnels and the shafts and there are triangle pieces above the collar. Please advise what they are.*

A67      **The “triangle piece” above each Tunnel Collar is concrete backfill to create a slope to prevent debris deposition above the Tunnel Collar.**

Q68      *Cooperation between Contractors - GC 3.8 ask cooperation between contractors. Please tell us who are the contractors we should consider.*

A68      **Bidders are responsible for considering and accommodating any contractors who may require coordination with the ORT project during the construction period.**

Q69      *Bid item 102 Shaft Pre-ex Grouting 3000 Hours - The bid item 102 is the unit price (\$/hour) of the shaft pre-excavation grouting. It includes both external and internal shaft pre-excavation grouting. We need the baseline grouting hours for each shaft so that we can properly establish the baseline schedule. Please provide the breakdown of 3000-hour.*

A69      Note that Bid Item 102 has been split into Bid Item 102A and 102B. Refer to Answer A39 of this Addendum. The total hours set in the Bid Form is to establish a common numerical basis for a base bid price for this item; it is not intended for scheduling. It is the Bidder's responsibility to estimate related schedule per site based on their own review and understanding of the site conditions as presented.

Q70      *Non TBM Tunnel Lining – Please confirm that the reinforcing steel will terminate at each bulkhead placed by contractor during non TBM tunnel lining and will not be required to be longitudinally continuous through the tunnel lining.*

A70      **All reinforcements shall be continuous as shown on Contract Drawings or by overlapping as specified in Section 03 30 00, or as achieved by using connecting dowels shown Contract Drawings at junction or transition locations.**  
**Any bulkheads placed by the Contractor for its own convenience and will become part of the permanent structures must follow overlapping requirements in Section 03**

**30 00 or per ACI 319. Any alterations shall be submitted to the Owner for review and approval at no additional cost to the Owner.**

Q71 *Follow up to Bid Question 48 from Addendum No. 12 – As a follow up to the answer to Bid Question 48 in Addendum No. 12, will ALCOSAN pay Contractors for handling, testing, transport and disposal of the excavated material outside of the A Line under Bid Items 31 and 32?*

A71 **Refer to Addendum No. 12, Q48/A48.**

Q72 *Will the Owner/Engineer please consider Quadex I&I Guard-AG, Provided by Vortex Companies as an approved equal to the AV-100 currently specified in 33 01 30.71 Spray Applied Pipe Liner (SAPL), Paragraph 2.3 Exterior Chemical Grout?*  
*Please refer to attached Vortex I&I Guard -AG Catalyst B and Vortex I&I Guard -AG Acrylamide-MBA Premix TDS for product information.*

A72 **All materials and products shall be submitted as part of the Shop Drawings for Owner's review and approval based on Contract Documents. No change to the Contract Documents.**

Q73 *Will the Owner/Engineer please consider Quadex I&I Guard-MSF, Provided by Vortex Companies as an approved equal to the AV-275 currently specified in 33 01 30.71 Spray Applied Pipe Liner (SAPL), Paragraph 2.4 Exterior Expansive Chemical Grout?*  
*Please refer to attached Vortex I&I Guard -MSF TDS for product information*

A73 **All materials and products shall be submitted as part of the Shop Drawings for Owner's review and approval based on Contract Documents. No change to the Contract Documents.**

Q74 *Will the Owner/Engineer please consider Quadex I&I Guard-SCF 200, Provided by Vortex Companies as an approved equal to the AV-202 currently specified in 33 01 30.71 Spray Applied Pipe Liner (SAPL), Paragraph 2.5 Pipe Seal Chemical Grout?*  
*Please refer to attached I&I Guard -SCF-200 TDS for product information.*

A74 **All materials and products shall be submitted as part of the Shop Drawings for Owner's review and approval based on Contract Documents. No change to the Contract Documents.**

Q75 *Will the Owner/Engineer please consider Quadex Quad-Flow, Provided by Vortex Companies as an approved equal to the AP/M Permaform Permacast PL-12,000 currently specified in 33 01 30.71 Spray Applied Pipe Liner (SAPL), Paragraph 2.6 Grout Repair Invert Repair Mortar?*  
*Please refer to attached Vortex Quad-Flow TDS for product information.*

A75 **All materials and products shall be submitted as part of the Shop Drawings for Owner's review and approval based on Contract Documents. No change to the Contract Documents.**

Q76 *Will the Owner/Engineer please consider Quadex GeoKrete, Provided by Vortex Companies as an approved product meeting the requirements currently specified in 33 01 30.71 Spray Applied Pipe Liner (SAPL), Paragraph 2.7 Pipe Liner Mortar? Please refer to attached Vortex GeoKrete TDS for product information.*

A76 **All materials and products shall be submitted as part of the Shop Drawings for Owner's review and approval based on Contract Documents. No change to the Contract Documents.**

Q77 *Regarding Section 33 01 30.71 Spray Applied Pipe Liner (SAPL), Paragraphs 2.6/C, 2.7/D and 2.8 Anti-Microbial Additive, will the Owner/Engineer please confirm that a product such as GeoKrete Geopolymer, Provided by Vortex Companies, which is inherently resistant to MIC, is not required to make use of a MIC additive? Please refer to attached Vortex QLS Pipe Lining Submittal for GeoKrete. Please note GeoKrete's industry leading performance on Corrosion Testing to include ASTM C267 (0% mass loss over 12 weeks in Sulfuric Acid with pH 1.0 immersion) and DIN 19573 XWW4 GeoKrete Summary presenting the result of PASS.*

A77 **All materials and products shall be submitted as part of the Shop Drawings for Owner's review and approval based on Contract Documents. No change to the Contract Documents.**

Q78 *Q7. For products that will make use of an Anti-Microbial Additive within the mix, can clarification be provided specifying the addition rate of a Corrosion Production MIC product into the Invert Repair Mortar and Pipe Liner Mortar? Additionally, as the addition of any material to a mix can change the overall performance of the product, can clarification be provided that the physical properties specified in Section 33 01 30.71 Spray Applied Pipe Liner (SAPL), Paragraph 2.7/B are to be achieved through testing of said material(s) with the specified addition rate of the MIC product proposed?*

A78 **All materials and products shall be submitted as part of the Shop Drawings for Owner's review and approval based on Contract Documents. No change to the Contract Documents.**

Q79 *Will the Owner/Engineer please consider Quadex E100, Provided by Vortex Companies as an approved equal to the materials currently specified in 09 70 50 Seamless Epoxy Flooring, Paragraph 2.1? Please refer to attached Vortex E100 TDS for product information.*

A79 **All materials and products shall be submitted as part of the Shop Drawings for Owner's review and approval based on Contract Documents. No change to the Contract Documents.**

Q80 *Testing Requirements Disposal of Acid Producing Rock - In Specification 31 23 00 it is unclear of the frequency of the testing of tunnel spoils, which tests will be required, and what the testing results criteria will be for the management of spoil as APR. Will Alcosan provide these parameters to the bidders to base their bids on?*

A80 **Refer to Answer A63 of this Addendum.**

Q81 *It is understood based on Specification Section 01 22 00 3.2 BID ITEM 102 that all hours associated with the typical operations necessary for an external shaft pre-excavation grouting crew will be paid. It is our understanding that this would include all time on site which the grouting crew is available to perform pre-excavation grouting. Please provide any circumstances for which payment would not be applicable for a grout crew under this pay item.*

A81 **First please note that Bid Item 102 has been split into two sub-Bid Items: 102A for External Shaft Grouting and 102B for Internal Shaft Grouting. Refer to Answer A39 of this Addendum. Applicable payment conditions and crew hours to be counted for each Bid Item are clearly identified in the descriptions under Specification 01 22 00 Part BID ITEM 102 5.a and 5.b. Circumstances not within the applicable payment conditions identified in 5.a and 5.b will not be applicable for a grout crew under these Bid Items.**

Q82 *Specification Section 01 22 00 3.2 BID ITEM 102 pertains to an hourly rate for pre-excavation grouting. Please confirm that this rate applies to each crew on site if multiple crews are required to complete the work.*

A82 **Confirmed.**

Q83 *Specification Section 31 23 20 2.1 B requires the use of “1-3/4 inch minimum inside diameter pipe” for grouting. Is this statement one inch to three quarter inch inside diameter pipe or one and three quarter inch inside diameter pipe? The former would be typically of grouting while the latter would require grout pipes which are larger than industry standard. Please confirm that one inch to three quarter inch grout pipes can be used.*

A83 **It is “One and Three Quarter Inches (1-3/4 Inches)”. No change to Contract Document.**

Q84 *Specification Section 31 23 20 2.4 F states that “external flushing or a means whereby an adequate supply of flushing water is supplied to the bit”. Should this statement be interpreted to mean that water is the only allowed flushing medium or can other flushing mediums, such as air, or other flushing mediums in conjunction with water, such as air and water, be utilized?*

A84 **No other flushing media is specified Part. 2.4.F other than water. Also refer to Part 3.2.B for additional information.**

Q85 *Specification Section 31 23 20 3.5 A provides information on the use of two drill rigs. Since the grouting pay item (Pay Item 102 is based on grout crew hours) which could be affected by the number of drills utilized, is the contractor required to utilize two drills? This could prove technically difficult as drilling may be required in too close of proximity to recent grouting. Please confirm that the use of two drills would be at the contractors option.*

A85      **Part 3.5.A states “If using more than one (1) drill rig on a shaft at the same time....”.** Therefore, the use of two drill rigs is Contractor’s option. If used, crew hours would then be counted on the basis of per drill rig crew.

Q86      *Specification 31 23 20 3.6 I refers to grout hole refusal, however, we do not see a refusal criteria within the specification. Please provide the reference to the shaft pre-excavation grouting refusal criteria or if not included in the specification, please provide.*

A86      **Refer to Specification 31 23 20 Part 1.2.H.**

Q87      *Specification 31 23 20 3.6 I refers to a grout stage, however, we do not see a grout stage length provided within the specification. Please provide the reference to the shaft pre-excavation grouting stage length or if not included in the specification, please provide.*

A87      **Refer to Specification 31 23 20 Part 3.6.C.**

## **B. CHANGES TO CONTRACT DOCUMENTS**

1. CONTRACT DOCUMENTS –ARTICLE 1 - BIDDING DOCUMENTS
  - a. REPLACE ARTICLE 1 – BIDDING DOCUMENTS in its entirety with REVISED ARTICLE 1 – BIDDING DOCUMENTS, which is Attachment A to this Addendum.
2. CONTRACT DOCUMENTS – ARTICLE 3SC – SUPPLEMENTAL CONTRACT CONDITIONS – ADD the following paragraph to ARTICLE 3.34SC - DELAYS AND EXTENSIONS OF TIME (CHANGES ARE NOTED IN RED).

**ADD the following paragraph after 3.34.A. item 10 as follows:**

The Contractor shall anticipate 5 project-wide lost workdays per year inclusive of all events in 3.34 A. If the number of lost work days exceeds 5 days, the Contractor may submit a request for an extension of time only per Article 3.34.

3. APPENDIX B – CONTRACT DRAWINGS
  - a. DELETE O27-AR-103 (Sheet 280 of 770) and ADD Revised O27-AR-103 (Sheet 280 of 770), which is Attachment B to this Addendum.
  - b. DELETE A58-AR-403 (Sheet 480 of 770) and ADD Revised A58-AR-403 (Sheet 480 of 770), which is Attachment B to this Addendum.
4. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 31 23 20, Probing, Pre-Excavation Drilling, and Grouting, PART 3 – EXECUTION, 3.6 GENERAL GROUTING PROCEDURES, N.1.b and N.2, is REVISED.
  - a. REVISE 3.N.1.b and 3.N.2 as follows (CHANGES ARE NOTED IN RED).
    - 1.b. For shaft rock excavation:
      - 1) Develop probe holes uniformly along the excavated internal perimeter of the shaft spaced at approximately 10 feet circumferential length **per excavation round in the vertical direction**. Adjust the spacing as needed to arrive at evenly spaced probe hole layout.
      - 2) Probe hole length and outlook angle shall be such that they will not be extended beyond the external pre-excavation holes (see Part 3.5).
      - 3) In addition to the perimeter probe holes specified above, develop vertical probe drill holes at an elevation of approximately a quarter of the excavated shaft diameter above the bottom of shaft excavation. The minimum number of probe holes shall be one (1) per **200 250** square feet of excavated shaft footprint **for ORT-AS1 and ORT-O27-DS, and one (1) per 150 square feet of excavated shaft footprint for all remaining shafts**, and extend the probe holes to a minimum 20 feet below the bottom of shaft excavation.

2. Pre-excavation grouting head of the excavation heading shall be performed if sustained water inflows, as measured through any single probe hole, exceed a threshold value of ~~10 30~~ gpm per probe hole measured at 30 minutes after the completion of probe hole drilling, or an accumulative ~~30 50~~ gpm from all successively drilled probe holes ~~per level of probe holes for each excavation round~~, perimeter or vertical (when approaching the bottom of excavation).
5. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 31 62 16 – Steel H Piles for Deep Foundations, PART 2 – PRODUCTS, 2.1.E is REVISED.
  - a. REVISE 2.1.E as follows (CHANGES ARE NOTED IN RED).

E. Paint: Black Paint – SSPC-Paint 16; self-priming, two-component, coal-tar epoxy polyamide. ~~Paint as specified shall be applied from top of pile to tip of pile, or where rock socket is required, to top of concrete backfill at a minimum.~~
6. APPENDIX B – CONTRACT DRAWINGS
  - a. DELETE O27-ST-149 (Sheet 246 of 770) and ADD REVISED O27-ST-149 (Sheet 246 of 770), which is Attachment C of this Addendum.
  - b. DELETE A58-ST-446 (Sheet 462 of 770) and ADD REVISED A58-ST-446 (Sheet 462 or 770), which is Attachment C of this Addendum.
7. APPENDIX B – CONTRACT DRAWINGS and APPENDIX A – TECHNICAL SPECIFICATIONS
  - a. DELETE O27-ST-104 (Sheet 207 of 770) and ADD revised O27-ST-104 (Sheet 207 of 770), which is Attachment D of this Addendum.
  - b. REVISE Section 35 97 13 Marine Coating, Part 1.1.A. as follows (CHANGES ARE NOTED IN RED):
    1. Coat ~~waterside face of~~ the permanent river wall interlocked pipe piles.  
~~2. Apply to other elements called out on the Contract Drawings to receive marine coating.~~  
~~3. 2. Interior surfaces of permanent river wall interlocked pipe piles sheet piles interlocks~~ are not required to be coated.
8. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 31 23 20 Part 1.5 QUALIFICATIONS, and Section 31 23 20 Part 1.6 SUBMITTALS have been revised.
  - a. REVISE Section 31 23 20, Part 1.5. A., B., and C. as follows (CHANGES ARE NOTED IN RED):

## 1.5 QUALIFICATIONS

- A. The Contractor's **Lead** ~~lead~~ Grouting Supervisor shall be competent in grouting and shall submit evidence of at least 10 years of experience on similar type projects. All of the Contractor's grouting work shall be under the direct field supervision of this **Lead Grouting** ~~s~~Supervisor. The Contractor shall assign a qualified **Grouting Specialist** ~~or~~ Grouting Foreman to each shift that grouting operations are being conducted. The Contractor shall submit evidence that each grouting foreman has at least five years of experience on similar type projects.
- B. The **Lead** Grouting Supervisor shall direct the performance of the Work of the Contractor's personnel in compliance with this Section and the Quality Control Plan. If, in the opinion of the Owner, an experienced **Lead** Grouting Supervisor and ~~and/or~~ Grouting Foreman ~~is~~ are not assigned from the Contractor's staff, the Owner will require that the Contractor acquire such experienced personnel or subcontract the work to a qualified firm specializing in grouting.
- C. The Contractor shall engage the services of a Grouting Consultant ~~(or Grouting Specialist)~~ who is an expert in the development of grouting methods, grout plant design, and grout mix design for pre-excavation grouting for shafts and tunnels. The expert shall have at least five (5) years recent experience in the use of normal cement and/or ultra-fine cement grouts in advance of rock excavation in shafts and tunnels. The expert shall be available to assist in the development of pre-excavation grouting procedures, mixes, and equipment, and as requested by the Owner. The expert shall also be required to periodically review the grouting results with the Contractor and the Owner and make recommendations for modifications to the program, as necessary.

b. REVISE Section 31 23 20, Part 1.6.B. as follows (CHANGES ARE NOTED IN RED):

#### 1.6 SUBMITTALS

- A. Submit the Quality Control Plan, for approval by the Owner, no less than 90 days before any tunnel or shaft rock excavation commences.
- B. Quality Control Plan submittal shall as a minimum include:
  1. Experience Requirements for Lead Grouting Supervisor, **Grouting Specialist(s)**, Grouting Foremen and Grouting Consultant ~~(or Grouting Specialist)~~, as specified in Part 1.5.

9. APPENDIX B – CONTRACT DRAWINGS

- a. DELETE O14-CI-604 (Sheet 523 of 770) and ADD revised O14-CI-604 (Sheet 523 of 770), which is Attachment E of this Addendum.

10. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 22 00.

- a. REVISE Bid Item 102.5 as follows (CHANGES ARE NOTED IN RED).

5. Measurement for this BID ITEM will be per hour as provided below:
  - a. **Bid Item 102A:** For grouting external to the shaft as shown on the Contract Drawings and as specified:
    - 1) Time grouting will be for actual hours spent on grouting.
    - 2) Attempts to grout where no grout flows, or limited grout flows will still be considered time grouting if executed in good faith and with concurrence of the Owner.
    - 3) Contractor should anticipate items such as mobilization of specialty Subcontractor(s), moving from hole to hole, set up and break down and other items for inclusion into the hourly rate bid.
  - b. **Bid Item 102B:** For Grouting internal to the Shaft as specified on the Contract Drawings:
    - 1) Time grouting will extend from the time the crew is informed that grouting is required, due to a probe hole trigger value or blast hole making water until the grouting is complete in a continuous and productive manner and the shaft is returned to a condition where further excavation can begin.
    - 2) Attempts to grout where no grout flows, or limited grout flows will still be considered time grouting if executed in good faith and with concurrence of the Owner. No equipment breakdown or delay in delivery of grouting materials shall be considered.
    - 3) Include in the BID ITEM hourly rate all time for the shaft excavation crew who is put on standby by the grouting effort if they cannot be put on the grouting task or other productive tasks on the project for the duration of the grouting.
11. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 31 71 01, PART 3.15.
  - a. ADD PART 3.15.C. as follows (CHANGES ARE NOTED IN RED).
    - C. For each non-TBM Tunnel, allow for 30 minutes on average for each blast round after mucking out and rock wall is scaled.
12. APPENDIX A- TECHNICAL SPECIFICATIONS – Section 01 22 00, Part 3.2 BID ITEMS
  - a. REVISE Bid Item 30. Non-TBM Tunnels Pre-Excavation Grouting, Excluding Grout Materials, Part 3 and ADD Part 7 in its entirety as follows (CHANGES ARE NOTED IN RED).
    3. Drilling for tunnel and adit grouting ~~is incidental to this BID ITEM~~ shall be priced separated as specified in Item 7 below.
    4. Disposal of grout waste is incidental to this BID ITEM.
    5. Measurement for this BID ITEM will be per hour as provided below:

- a. For tunnels and adits, time grouting will extend from the time the crew is informed that grouting is required, due to a probe hole trigger value, working continuously and productively until the grouting is complete, and the tunnel is returned to a condition where mining can resume.
- b. Attempts to grout where no grout flows, or limited grout flows will still be considered time grouting if executed in good faith and with concurrence of the Owner. No equipment breakdown or delay in delivery of grouting materials shall be considered.
- c. Include in the BID ITEM hourly rate all time for mining crew who is put on standby by the grouting effort if they cannot be put on the grouting task or other productive tasks on the project for the duration of the grouting.

6. Payment will be for the total hours grouting as described above.

- a. The Contractor's hourly unit rate should include all labor and materials and consumables expected to be used during grouting, with the exclusions described above.

7. **Payment for drilling for Non-TBM tunnel grouting shall be priced separately on per linear foot basis under BID ITEM 30A for the total drilling lengths for this BID ITEM. The Contractor's unit rate should include all labor and materials and consumables expected to be used during drilling operations for the pre-excavation grout holes in Non-TBM tunnels and adits.**

13. Contract Documents – Article 6 – Prevailing Minimum Wage Determination.

- a. ~~DELETE Bureau of Labor Law Compliance – Prevailing Wages Project Rates and ADD updated Bureau of Labor Law Compliance – Prevailing Wages Project Rates, which is Attachment F to this Addendum.~~

14. Appendix A – Technical Specifications – Section 01 14 19.

- a. ADD the following Attachments to the Specification, which comprise Attachment G to this Addendum.
  - Attachment 1.1 – 05.1 – A48 – Recorded Partial Acquisition – 501 Martindale Associates, L.P. (13 pages)
  - Attachment 1.2 – 05.2 – A48 – Recorded Permanent Easements – 501 Martindale Associates, L.P. (13 pages)
  - Attachment 1.3 – 05.3 – A48 – Recorded Temporary Easements – 501 Martindale Associates, L.P. (14 pages)
  - Attachment 1.4 – 11.1 – O14 – Declaration of Taking – AMO Industries, Inc. (18 pages)
  - Attachment 1.5 – 16.1 – O07 – Recorded Temporary Easement and Right of Entry – Old Town Properties, L.P. (13 pages)

- Attachment 1.6 – 19 – O27 – Recorded Quitclaim Deed – 75-J-75 – City of Pittsburgh (13 pages)

15. Appendix A – Technical Specifications – Section 01 32 13.

- a. ADD the following Attachment to the Specification, which is Attachment H to this Addendum.
2. Attachment 2.1 – 35.1 - Public Service License Agreement (Agreement No. 11A248) – 9-A-147 – ALCOSAN and the Commonwealth of Pennsylvania Department of Transportation (19 pages)

16. Appendix A – Technical Specifications – Section 33 01 30.21.

- a. ADD Section 33 01 30.21 – Sonar Sewer Inspection in its entirety, which is Attachment I to this Addendum.

17. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 31 09 13, PART 2 – PRODUCTS, 2.1.G.5.

- a. REVISE PART 2.1.G.5 as follows (CHANGES ARE NOTED IN RED).
  5. In addition to the OSTs shown on the Contract Drawings, provide another **150** **20** OSTs to be installed and monitored by the Contractor at locations determined during pre-construction inspection as required in Section 01 45 23 – Pre-Construction and Post-Construction Inspections, or as directed by the Owner.

18. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 31 23 19, PART 1.8.A Table.

- a. REVISE PART 1.8.A - Table as follows (CHANGES ARE NOTED IN RED).

<b>Construction Site</b>	<b>Existing Regulator or MH Number</b>	<b>Discharge Maximum MGD</b>
ORT-AS1	A-58 Regulator	3
ORT-A58	A-58 Regulator	
ORT-A48	PWSA MH008F058, <b>PWSA MH008G068 *</b>	3
SMRT-O41	O-40 Regulator	1
SMRT-O14	<b>MH O-14-PS on O-14W/O-14E</b> Regulator	2
ORT-O27	O-27 Regulator	3
CCT-O07	C-03A Manhole	1
CCT-O06A	MRB-0288/0289 Manhole	1.5

**\* In addition to ALCOSAN and other applicable permits, for PWSA MH008F058, Pittsburgh Water's restrictions include:**

- Must halt all discharges during wet weather events.
- Must halt all discharges if there is potential to contribute to dry or wet weather sewer overflows.
- Pittsburgh Water reserves the right to halt discharges at any time.
- Must monitor discharges periodically for pH and flow.
- Daily discharge not to exceed 720,000 gpd (500 gpm).

19. Appendix B – CONTRACT DRAWINGS
  - a. DELETE O27-CI-109 (Sheet 199 of 770) and ADD revised O27-CI-109 (Sheet 199 of 770), which is Attachment J of this Addendum.
  - b. DELETE O41-CI-209 (Sheet 308 of 770) and ADD revised O41-CI-209 (Sheet 308 of 770), which is Attachment J of this Addendum.
  - c. DELETE A58-CI-408 (Sheet 394 of 770) and ADD revised A58-CI-408 (Sheet 394 of 770), which is Attachment J of this Addendum.
  - d. DELETE ORT-MD-026 (Sheet 673 of 770), and ADD revised ORT-MD-026 (Sheet 673 of 770), which is Attachment J of this Addendum.
20. APPENDIX B – CONTRACT DRAWINGS
  - a. DELETE A48-CI-302 (Sheet 355 of 770) and ADD revised A48-CI-302 (Sheet 355 of 770), which is Attachment K of this Addendum.
21. APPENDIX B – CONTRACT DRAWINGS
  - a. DELETE O27-CI-103 (Sheet 193 of 770) and ADD revised O27-CI-103 (Sheet 193 of 770), which is Attachment L to this Addendum.
22. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 31 00
  - a. ADD Part 1.2.A.3.h as follows (CHANGES ARE NOTED IN RED).
    - h. Six City of Pittsburgh DOMI Right of Way Permits associated with six near surface sites in Pittsburgh. Contractor requirements include, but are not limited to, submittals and coordination for inspections.
  - b. ADD Part 1.2.A.5 as follows (CHANGES ARE NOTED IN RED).
    5. U.S. Army Corps of Engineers Pennsylvania State Programmatic General Permit – 6 (PASPGP-6) Permit. Contractor requirements include, but are not limited to, acknowledgement form, coordination with agencies, notifications, and as-builts.

- c. REVISE Part 1.3.A.4 as follows (CHANGES ARE NOTED IN RED).
  - 4. Joint Permit Application approvals by PADEP (Chapter 105 Water Obstruction and Encroachment Permit). ~~and U.S. Army Corps of Engineers (Section 10 and Section 404 Permit).~~
- d. REPLACE Attachment 7 to the Specification with UPDATED Attachment 7, which is Attachment M to this Addendum.

23. APPENDIX C – GEOTECHNICAL BASELINE REPORT

- a. REVISE Section 12.3.1 as follows (CHANGES ARE NOTED IN RED).  
Other gas-related requirements are presented in Specification 01 35 26 (Safety Provisions), 31 71 00 (Tunnel Excavation by Tunnel Boring Machine), 31 71 01 (Non-TBM Tunnel Excavation), 31 71 16 (Controlled Blasting, Vibration, and Noise Control), 31 71 19 (Tunnel Boring Machine), and 31 75 00 (Shaft Construction).

24. APPENDIX C – GEOTECHNICAL BASELINE REPORT

- a. REVISE Section 12.3.2 as follows (CHANGES ARE NOTED IN RED).  
Specification 01 35 26 (Safety Provisions) requires monitoring for explosive and poisonous gases.

25. APPENDIX B – CONTRACT DRAWINGS

- a. DELETE A48-CI-301 (Sheet 354 of 770) and ADD revised A48-CI-301 (Sheet 354 of 770), which is Attachment O to this Addendum.

26. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 33 01 30.11

- a. REVISE Part 1.3 as follows (CHANGES ARE NOTED IN RED).

**1.3 RELATED DOCUMENTS ~~—NOT USED~~**

**A. Related Sections:**

- 1. Section 01 22 00 - Measurement and Payment
- 2. Section 01 45 23 - Pre-Construction and Post-Construction Inspections
- 3. Section 02 73 40 - Flow Management
- 4. Section 33 01 30.21 - Sonar Sewer Inspection
- 5. Section 33 01 30.41 - Cleaning of Sewers

27. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 22 00, Bid Item 106  
– Pre-Construction and Post-Construction Inspections is REVISED as follows  
(CHANGES ARE NOTED IN RED):
  - a. ADD the following text to last sentence of Bid Item 106, 2.
    2. This BID ITEM does not include Sewer Inspection and Cleaning as required in Specification Section 01 45 23, “Pre-Construction and Post-Construction Inspections.” That work is included in BID ITEM 108, “Sewer CCTV, Cleaning and Stabilization, **and Sonar Sewer Inspection.**”
28. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 22 00, Bid Item 112  
– Additional Sewer Cleaning Beyond that Described in Sewer CCTV, Cleaning and Stabilization is REVISED as follows (CHANGES ARE NOTED IN RED):
  - a. ADD the following to Bid Item 112 title and Bid Item 112, 1.: BID ITEM 112. Additional Sewer Cleaning Beyond that Described in Sewer CCTV, Cleaning and Stabilization, **and Sonar Sewer Inspection**
    - a. This BID ITEM shall compensate for additional sewer cleaning beyond the limits specified in the BID ITEM 108 for Sewer CCTV, Cleaning and Stabilization, **and Sonar Sewer Inspection** and associated specification as approved by Owner.

**Addendum No. 13**

**Attachment A**

**BIDDING DOCUMENTS**

**ARTICLE 1**

**CONTRACT NO. 1797**

**OHIO RIVER TUNNEL**

# **BIDDING DOCUMENTS**

## **ARTICLE 1**

**CONTRACT NO. 1797**

**OHIO RIVER TUNNEL**

## ARTICLE 1 – BIDDING DOCUMENTS

### CONTRACT NO. 1797

#### OHIO RIVER TUNNEL

	Page
Bid Form .....	1-1
Bid Bond .....	1-13
Certificate of Minority and Women's Business Enterprise Participation .....	1-23
Non-Collusion Affidavit .....	1- <u>2527</u>
Certificate of Compliance with the Pennsylvania Steel Products Procurement Act .....	1- <u>2729</u>
Bidder's Qualification Statement .....	1- <u>2931</u>
Certification of Safety Procedures Compliance .....	1- <u>3840</u>
Project Stabilization Agreement Letter of Assent .....	1- <u>3941</u>

NOTE TO BIDDER: Use BLACK ink for completing this Bid Form.

## BID FORM

To: Allegheny County Sanitary Authority

Address: 3300 Preble Avenue, Pittsburgh, PA 15233

Project Identification: OHIO RIVER TUNNEL

Contract No.: 1797

### 1. BIDDER'S DECLARATION AND UNDERSTANDING.

- 1.1 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- 1.2 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the Commonwealth of Pennsylvania as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

### 2. CONTRACT EXECUTION AND BONDS.

- 2.1 The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.
- 2.2 Bidder accepts the terms and conditions of the Bidding Documents.

### 3. INSURANCE.

- 3.1 Bidder further agrees that the Bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

4. CONTRACT TIMES.

4.1 Bidder agrees to accept Contract Times set forth in Article 4, Contract Agreement.

5. LIQUIDATED DAMAGES.

5.1 Bidder accepts the provisions in Article 4, Contract Agreement as to liquidated damages.

6. ADDENDA.

6.1 Bidder hereby acknowledges that it has received Addenda Numbers \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Bidder shall insert number of each Addendum received) and agrees that Addenda issued are hereby made part of the Bidding Documents, and Bidder further agrees that this Bid includes impacts resulting from said Addenda.

7. SUBCONTRACTORS.

7.1 Bidder agrees to submit within FIVE (5) days of Owner's request, a listing of subcontracting firms or businesses that will be awarded subcontracts for portions of Work as described in the Instructions to Bidders.

8. BASE BID.

8.1 Bidder further 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.

## BID FORM

Item	Description	Quantity	Unit	Unit Price	Total Item Price
1	Mobilization and Demobilization	1	LS		
2	Project Insurance	1	LS		
3	Performance and Payment Bonds	1	LS		
4	ORT 18-foot ID TBM and Appurtenant Equipment	1	LS		
5	ORT 18-foot Internal Diameter TBM-Mined Tunnel	19,681	LF		
6	ORT Starter Tunnel Mining and Initial Support	200	LF		
7	ORT Tail Tunnel Mining and Initial Support	200	LF		
8	Temporary ORT Bulkhead and Bulkhead Vent in ORT Starter Tunnel	1	LS		
9	ORT Starter Tunnel Cast-In-Place Concrete Final Lining	200	LF		
10	ORT TBM Tunnel Hyperbaric Interventions	450	HR		
11	Grouting for ORT TBM Tunnel Interventions, excluding Grout Material	150	HR		
12	CCT 14-foot ID TBM and Appurtenant Equipment	1	LS		
13	CCT 14-foot Internal Diameter TBM-Mined Tunnel	4,178	LF		
14	CCT Starter Tunnel Mining and Initial Support	200	LF		
15	CCT 14-foot ID Starter Tunnel Cast-in-Place Concrete Final Lining	200	LF		
16	CCT TBM Tunnel Hyperbaric Interventions	90	HR		
17	Grouting for CCT TBM Tunnel Interventions, excluding Grout Material	40	HR		
18	SMRT Non-TBM Tunnel Mining and Initial Support	1,449	LF		
19	SMRT 14-foot ID Tunnel Cast-in-Place Concrete Final Lining	1,460	LF		

Item	Description	Quantity	Unit	Unit Price	Total Item Price
20	DWT Non-TBM Tunnel Mining, Initial Support, and Connection Excavation to WWPS	481	LF		
21	DWT 8-foot ID Tunnel RCP Final Lining and CIP Connection with WWPS	485	LF		
22	Adit ORT-A58-AD Non-TBM Tunnel Mining and Initial Support	224	LF		
23	Adit ORT-A58-AD 7-foot ID Tunnel RCP Final Lining and Tunnel Junction	227	LF		
24	Adit ORT-A48-AD Non-TBM Tunnel Mining and Initial Support	214	LF		
25	Adit ORT-A48-AD 7-foot ID Tunnel RCP Final Lining and Tunnel Junction	216	LF		
26	Adit SMRT-O41-AD Non-TBM Tunnel Mining and Initial Support	97	LF		
27	Adit SMRT-O41-AD 14-foot ID Tunnel CIP Concrete Final Lining and Tunnel Junction	107	LF		
28	Adit CCT-O06A-AD (Shingiss St) Non-TBM Tunnel Mining and Initial Support	1,883	LF		
29	Adit CCT-O06A-AD (Shingiss St) 7-foot ID Tunnel RCP Final Lining and Tunnel Junction	1,886	LF		
30	Non-TBM Tunnels Pre-Excavation Grouting, Excluding Grout Materials	1,500	HR		
30A	Non-TBM Tunnels Pre-Excavation Drilling	30,000	LF		
31	Tunnel and Shaft Muck (Rock) Handling, Testing, Transport, Disposal- Clean Fill	288,238	BCY		
32	Tunnel and Shaft Muck (Rock) Handling, Testing, Transport, Disposal- Residual/Regulated Fill	96,080	BCY		
33	Standby Due to Gas in TBM Tunnels, Non-TBM Tunnels/Adits and Shafts	30	Days		
33A	TBM Tunnels	720	Crew Hours		
33B	Non-TBM Tunnels/Adits	720	Crew Hours		

Item	Description	Quantity	Unit	Unit Price	Total Item Price
33C	Shafts	240	Crew Hours		
34	Site Work and Temporary Restoration at Site ORT-AS1	1	LS		
35	Vertical Soil Drilling for Shaft Grouting at Site ORT-AS1	3,109	LF		
36	Vertical Rock Drilling for Shaft Grouting at Site ORT-AS1	6,119	LF		
37	Soil and Rock Support of Excavation (SOE) and Shaft Excavation ORT-AS1	1	LS		
38	Permanent Cast-in-Place Shaft Structure ORT-AS1	1	LS		
39	New Sewer to Existing A58 Regulator for Water Disposal	950	LF		
40	Site Work and Restoration at Site ORT-A58	1	LS		
41	Vertical Cased Soil Drilling for Shaft Grouting at Site ORT-A58	1,691	LF		
42	Vertical Rock Drilling for Shaft Grouting at Site ORT-A58	2,246	LF		
43	Soil and Rock Support of Excavation (SOE) and Shaft Excavation at Site ORT-A58	1	LS		
44	Permanent Cast-in-Place Shaft Structure ORT-A58-DS	1	LS		
45	Shaft and Regulator Vent Vault, Vent Pipes, Piping and Connections at Shaft ORT-A58	1	LS		
46	Regulator ORT-A58-RG1 at Shaft Site ORT-A58	1	LS		
47	Regulator ORT-A58-RG2 at Shaft Site ORT-A58	1	LS		
48	Control Building at Shaft Site ORT-A58	1	LS		
49	Outfall ORT-A58-OF at Shaft Site ORT-A58	1	LS		
50	Site Work and Restoration at Site ORT-A48	1	LS		
51	Vertical Cased Soil Drilling for Shaft Grouting at Site ORT-A48	1,016	LF		

Item	Description	Quantity	Unit	Unit Price	Total Item Price
52	Vertical Rock Drilling for Shaft Grouting at Site ORT-A48	3,170	LF		
53	Soil and Rock Support of Excavation (SOE) and Shaft Excavation at Shaft ORT-A48	1	LS		
54	Permanent Cast-in-Place Shaft Structure ORT-A48	1	LS		
55	Shaft and Regulator Vent Vault, Vent Pipes, Piping and Connections at Site ORT-A48	1	LS		
56	Regulator ORT-A48-RG at Shaft Site ORT-A48	1	LS		
57	Site Work and Restoration at Site SMRT-O41	1	LS		
58	Vertical Cased Soil Drilling for Shaft Grouting at Site SMRT-O41	2,423	LF		
59	Vertical Rock Drilling for Shaft Grouting at Site SMRT-O41	3,193	LF		
60	Soil and Rock Support of Excavation (SOE) and Shaft Excavation at Site SMRT-O41	1	LS		
61	Permanent Cast-in-Place Shaft Structure at SMRT-O41	1	LS		
62	Shaft and Regulator Vent Vault, Vent Pipes, Piping and Connections at Site SMRT-O41	1	LS		
63	Regulator SMRT-O41-RG at Site SMRT-O41	1	LS		
64	IPEX Vortex Insert in Shaft SMRT-O41-DS	1	LS		
65	Outfall Structure SMRT-O41-OF at Site SMRT-O41	1	LS		
66	Belmont Street Sewer at Site SMRT-O41	385	LF		
67	Site Work and Restoration at Site ORT-O27	1	LS		
68	Vertical Cased Soil Drilling for Shaft Grouting at Site ORT-O27	2,590	LF		
69	Vertical Rock Drilling for Shaft Grouting at Site ORT-O27	5,318	LF		
70	Soil and Rock Support of Excavation (SOE) and Shaft Excavation at Site ORT-O27	1	LS		

Item	Description	Quantity	Unit	Unit Price	Total Item Price
71	Permanent Cast-in-Place Shaft Structure at ORT-O27	1	LS		
72	Shaft and Regulator Vent Vault, Vent Pipes, Piping and Connections at Site ORT-O27	1	LS		
73	Regulator ORT-O27-RG at Site ORT-O27	1	LS		
74	New River Wall ORT-O27-RW at Site ORT-O27	1	LS		
75	Control Building at Site ORT-O27	1	LS		
76	Outfall Structure ORT-O27-OF at Site ORT-O27	1	LS		
77	Manhole ORT-O27-MH at Site ORT-O27	1	LS		
78	Site Work and Restoration at Site CCT-O07	1	LS		
79	Vertical Cased Soil Drilling for Shaft Grouting at Site CCT-O07	1,994	LF		
80	Vertical Rock Drilling for Shaft Grouting at Site CCT-O07	3,769	LF		
81	Soil and Rock Support of Excavation (SOE) and Shaft Excavation at Site CCT-O07	1	LS		
82	Permanent Cast-in-Place Shaft Structure at Site CCT-O07	1	LS		
83	Shaft Vent Vault, Vent Pipes, Piping and Connections at Site CCT-O07	1	LS		
84	Outfall Structure CCT-O07-OF at Site CCT-O07	1	LS		
85	Site Work and Restoration at Site CCT-O06A	1	LS		
86	Vertical Cased Soil Drilling for Shaft Grouting at Site CCT-O06A	998	LF		
87	Vertical Rock Drilling for Shaft Grouting at Site CCT-O06A	1,256	LF		
88	Soil and Rock Support of Excavation (SOE) and Shaft Excavation at Site CCT-O06A	1	LS		
89	Permanent Cast-in-Place Shaft Structure at Site CCT-O06A	1	LS		

Item	Description	Quantity	Unit	Unit Price	Total Item Price
90	Shaft and Regulator Vent Vault, Vent Pipes, Piping and Connections at Site CCT-O06A	1	LS		
91	Regulator CCT-O06A-RG at Site CCT-O06A	1	LS		
92	Site Work and Restoration at Site SMRT-O14	1	LS		
93	Vertical Cased Soil Drilling for Shaft Grouting at Site SMRT-O14	966	LF		
94	Vertical Rock Drilling for Shaft Grouting at Site SMRT-O14	2,083	LF		
95	Soil and Rock Support of Excavation (SOE) and Shaft Excavation at Site SMRT-O14	1	LS		
96	Permanent Cast-in-Place Shaft Structure at Site SMRT-O14	1	LS		
97	Shaft and Regulator Vent Vault, Vent Pipes, Piping and Connections at Site SMRT-O14	1	LS		
98	Regulator SMRT-O14-RG at Site SMRT-O14	1	LS		
99	Screen Chamber SMRT-O14-SC at Site SMRT-O14	1	LS		
100	Interlocking Pipe Pile (IPP) Retaining Wall	1	LS		
101	Soldier Pile and Concrete Lagging Retaining Wall	1	LS		
102	Shaft Pre-Excavation Grouting Exclusive of Grout Materials	3,000	HR		
102A	External Shaft Grouting	2,000	HR		
102B	Internal Shaft Grouting	1,000	HR		
103	Excavated Soil Handling, Testing, Transport, Disposal- Clean Fill	14,048	BCY		
104	Excavated Soil Handling, Testing, Transport, Disposal- Regulated/Residual Fill	116,766	BCY		
105	Geotechnical Instrumentation and Monitoring including Abandonment	1	LS		
106	Pre-Construction and Post-Construction Inspections	1	LS		

Item	Description	Quantity	Unit	Unit Price	Total Item Price
107	Traffic Control and Security	1	LS		
108	Sewer CCTV, Cleaning and Stabilization, <u>Sonar Sewer Inspection</u>	1	LS		
109	Facilities Testing and Commissioning	1	LS		
110	Additional Rock Dowels	400	EACH		
111	Additional Steel Rib Sets	50	EACH		
112	Additional Sewer Cleaning Beyond that described in Sewer CCTV, Cleaning and Stabilization Bid Item	200	TONS		
113	Specific Allowance #1 - Dispute Review Board (DRB)		Allowance	\$ 250,000.00	
114	Specific Allowance #2 - Grout Materials Used for Tunnel Grout		Allowance	\$ 500,000.00	
115	Specific Allowance #3 - Grout Materials Used for Shaft Excavation and Cut-Off		Allowance	\$ 600,000.00	
116	Specific Allowance #4 - Grout Materials Used for Near Surface Structures		Allowance	\$ 800,000.00	
117	Specific Allowance #5 - Obstructions to Shaft and Near Surface Support of Excavation and Piling		Allowance	\$ 1,000,000.00	
118	Specific Allowance #6 - Unanticipated Hazardous Material Disposal		Allowance	\$ 500,000.00	
119	Specific Allowance #7 - Additional Utility Relocation		Allowance	\$ 2,000,000.00	
120	Specific Allowance #8 - Additional Road Paving/Repairs		Allowance	\$ 1,000,000.00	
121	Specific Allowance #9 - Additional Traffic Control and Site Security <u>and Railroad Requirements</u>		Allowance	\$ <u>2,300,000.00</u>	
122	Specific Allowance #10 - Community Interface and Media Relations		Allowance	\$ 250,000.00	
123	Specific Allowance #11 - Owner Directed Work		Allowance	\$ 5,000,000.00	

8.2 Base Bid Summary:

**TOTAL BASE BID:**

---

\_\_\_\_\_ Dollars  
(Words)

and \_\_\_\_\_ Cents \$ \_\_\_\_\_ (Figures)

9. SURETY.

9.1 If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bond(s) shall be:

\_\_\_\_\_ whose address is

---

\_\_\_\_\_ Street

---

\_\_\_\_\_ City

---

\_\_\_\_\_ State

---

\_\_\_\_\_ Zip

9.2 The Bidder further certifies that the surety listed as providing the Performance Bond and the Payment Bond is listed on the Treasury Department's most current list (Circular 570 as amended) and is authorized to transact business in the Commonwealth of Pennsylvania.

10. BIDDER.

An Individual

By \_\_\_\_\_  
(Individual's name and signature)

A Partnership

By \_\_\_\_\_  
(Partnership name)

\_\_\_\_\_  
(Name and signature of general partner)

\_\_\_\_\_  
(Title)

A Corporation

By \_\_\_\_\_  
(Corporation name)

\_\_\_\_\_  
(State of incorporation)

By \_\_\_\_\_  
(Name and signature of person authorized to sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

**A Joint Venture**

By \_\_\_\_\_  
(Business name)

---

(Name and signature of person authorized to sign)

By \_\_\_\_\_  
(Business name)

---

(Name and signature of person authorized to sign)

By \_\_\_\_\_  
(Business name)

---

(Name and signature of person authorized to sign)

(Each joint venturer must sign. The manner of signing, each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

=====

**CONTRACTOR CONTACT INFORMATION**

Name, address, and phone number for receipt of official communications and for additional information on this Bid:

---

(Name of contact person)

---

(Address)

---

(City, state, zip)

---

(Phone)

Submitted on \_\_\_\_\_, 20\_\_\_\_\_

## 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. 1797 – OHIO RIVER TUNNEL**

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 therefore [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, 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:

\_\_\_\_\_ \*(SEAL)  
(Partner trading as above)

\_\_\_\_\_ \*(SEAL)  
(Partner trading as above)

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

\_\_\_\_\_ (Street Address)

\_\_\_\_\_ (City, State and Zip Code)

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

**PARTNERSHIP COMPLETE THIS PAGE  
CERTIFICATE AS TO PARTNERSHIP**

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

---

(Name)

---

(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)

**JOINT VENTURE COMPLETE THIS PAGE**

\_\_\_\_\_ is a joint venture 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:

\_\_\_\_\_ \*(SEAL)  
(Joint Venture Partner trading as above)

\_\_\_\_\_ \*(SEAL)  
(Joint Venture Partner trading as above)

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

\_\_\_\_\_ (Street Address)

\_\_\_\_\_ (City, State and Zip Code)

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

**JOINT VENTURE COMPLETE THIS PAGE  
CERTIFICATE AS TO PARTNERSHIP**

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

---

(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 Joint Venture 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 1797**

**OHIO RIVER TUNNEL**

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. 1797	NAME OF BIDDER	ADDRESS			PHONE
<b>List below all MBE/WBE's that were solicited - whether or not a commitment was obtained -- Copy this form as necessary</b>					
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE    BY MAIL	COMMITMENT MADE YES (IF YES, GIVE DATE)    NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME					
ADDRESS			QUOTE RECEIVED YES    NO	AMOUNT COMMITTED DOLLAR AMOUNT \$	
CONTACT PERSON PHONE				PERCENT OF TOTAL BID %	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE    BY MAIL	COMMITMENT MADE YES (IF YES, GIVE DATE)    NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME					
ADDRESS			QUOTE RECEIVED YES    NO	AMOUNT COMMITTED DOLLAR AMOUNT \$	
CONTACT PERSON PHONE				PERCENT OF TOTAL BID %	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE    BY MAIL	COMMITMENT MADE YES (IF YES, GIVE DATE)    NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME					
ADDRESS			QUOTE RECEIVED YES    NO	AMOUNT COMMITTED DOLLAR AMOUNT \$	
CONTACT PERSON PHONE				PERCENT OF TOTAL BID %	

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

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

ALCOSAN Contract No. 1797

ALCOSAN  
Ohio River Tunnel  
Article 1  
1-24

**July 1, 2025** **January 30, 2026**

Bid Documents  
MBE/WBE Commitment Statement

## **MBE/WBE SOLICITATION AND COMMITMENT STATEMENT**

Bidder's Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Propose and Bid for: \_\_\_\_\_

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://www.paucp.com)

~~Suzanne Thomas~~Tawanda Stamps  
ALCOSAN ~~DBE Coordinator~~Director of Procurement/Project Administration  
(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) The 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) The above-named 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 check box provided if there are no exceptions):

No Exceptions

Explanation: \_\_\_\_\_

---

I state that the above-named 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\_\_\_\_\_.

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**W I T N E S S E T H:**

WHEREAS, Contractor wishes to contract with ALCOSAN relative to CONTRACT NO 1797: OHIO RIVER TUNNEL (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 SEVENTY-FIVE PERCENT (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: \_\_\_\_\_

## BIDDER'S QUALIFICATION STATEMENT

In order to determine the qualifications of any Bidder and its ability to undertake the work in this Contract, the Owner may undertake investigations as it deems necessary. Any Bidder shall promptly furnish to the Owner all such information for this purpose as specified herein or upon request by the Owner subsequent to the receipt and opening of Bids. The Owner reserves the right to reject any Bid if the information submitted by, or the investigation of, the Bidder fails to satisfy the Owner that the Bidder is responsible and responsive to complete the Work in the Contract Documents.

**At the Owner's discretion the following may be requested prior to award to assist with the Owner's determination of the lowest responsible and responsive Bid.**

- A. Provide an audited financial statement for the previous two years and an interim statement for the current year. If the Bidder is a joint venture or partnership, provide statements for each company that comprises the joint venture or partnership and a copy of the executed joint venture or partnership agreement. The statements will be held in confidentiality to the extent permitted by law.
- B. Provide a letter from the Bidder's insurance broker identifying the Bidder's Experience Modification Rating (EMR). If the Bidder is a joint venture or partnership, provide statements indicating the EMR for each company that comprises the joint venture or partnership.

**Bidders shall provide answers to the following questions and submit with the Bid.** The Bidder guarantees the accuracy of all statements and answers below. Please print in ink or type and attach additional sheets as required. If the requested information is not fully submitted or does not meet the qualification requirements, the Owner reserves the right to consider the Bid unresponsive.

Agent:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By: \_\_\_\_\_  
(Bidder)

Name of Individual (Agent): \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

E-mail Address/Telephone No.: \_\_\_\_\_

(Note: Attach additional sheets as required.)

General Business Information:

Type of Business: \_\_\_\_\_

If Corporation:

Date and State of Incorporation: \_\_\_\_\_

List of Executive Officers:

Name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Partnership:

Date and State of Incorporation: \_\_\_\_\_

Names of Current General Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of Partnership: \_\_\_\_\_

If Joint Venture:

Date and State of Organization: \_\_\_\_\_

Names, Address and Form of Organization of Joint Venture Partners:  
\_\_\_\_\_  
\_\_\_\_\_

List Majority Joint Venture Partner and Managing Partner:  
\_\_\_\_\_  
\_\_\_\_\_

If Sole Proprietorship:

Date and State of Organization: \_\_\_\_\_

Names and Addresses of Owners:

Name:

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Address:

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If Limited Liability Company or Other:

Date and State of Formation: \_\_\_\_\_

List of Executive Officers:

Name:

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Title:

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How many years has your organization been in business as a contractor? For joint venture, provide response for each partner, including each partner's participation in other joint ventures.

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If your organizational structure has changed within the past five years, provide data as listed above for your previous organization(s). Attach additional sheets if necessary.

If the answer to any of the following questions is "yes," furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. For joint

venture, provide response for each partner, including each partner's participation in other joint ventures.

Within the last ten years, has any construction contract to which your organization and/or proposed partners been terminated for cause by the owner? No  Yes

Have you ever terminated work on a project prior to its completion for any reason? No  Yes

Has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf? No  Yes

Has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? No  Yes

In the last ten years, has your organization, including predecessor organizations and JV partner(s), failed to achieve substantial completion of a project in accordance with the timeframe established by the Contract and been subject to penalties? No  Yes

In the last ten years, has your organization, including predecessor organizations and JV partner(s), been subject to legal action by, or taken legal action against a party to a contract to which your organization, including predecessor organizations and JV partner(s), was a signatory? This includes legal action(s), arbitration(s), and litigation(s) settled outside of court. No  Yes

In the last ten years, has your organization, including predecessor organizations and JV partner(s), been subject to legal action, or taken legal action against an Owner, employee, former employee, subcontractor or other entity? This includes legal action(s), arbitration(s), and litigation(s) settled out of court. No  Yes

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

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

**Schedule A - Projects in Progress:**

List name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the comparable construction projects your organization has in progress on this date. Provide name, address, email and telephone number of a reference for each project listed.

## **Schedule B - Reference Projects:**

The Bidder must demonstrate construction experience in performing the type of work comparable to that in this Contract by submitting experience documentation. Design experience will not be considered acceptable. Construction management for construction work not self-performed will not be considered acceptable. Construction work not self-performed (e.g., performed by a subcontractor or by previous JV partner) will not be considered acceptable, as confirmed by the project references provided.

List name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work performed with your own forces for major projects of the same general nature as this project which the Bidder or Joint Venture partner(s) has completed in the last fifteen (15) years. Provide name, address and telephone number of a reference for each project listed.

If the Bidder is a joint venture or partnership, the qualifications in Schedule B may be met by combining the experience of the individual members.

The projects included in Schedule B shall satisfy all of the following minimum requirements in order for the Bidder to be considered for Award of Contract:

- 1) General Experience: A minimum of fifteen (15) years of experience in tunnel and sewer near surface facility construction as demonstrated through a comprehensive list of projects completed by the Prime Bidder or Joint Venture partner(s) within the last fifteen (15) years that involved construction comparable in size, value and complexity to that in this Contract.
- 2) TBM Tunnels: A minimum of three (3) projects in the United States or Canada within the last fifteen (15) years involving rock or soil tunneling as follows:
  - a) Two (2) projects involving rock or soil tunneling utilizing a pressurized face TBM for a tunnel length of at least 7,500 feet with a minimum of 15-feet in bored diameter and lined with bolted, gasketed, pre-cast concrete segments.
  - b) One (1) of the three projects must be a rock tunnel of a length of at least 7,500 feet with a minimum of 15-feet in bored diameter and lined with bolted, gasketed, pre-cast concrete segments.
- 3) Non-TBM Tunnels: A minimum of three (3) projects within the last fifteen (15) years utilizing controlled blasting for excavation of the tunnels, with each tunnel having a length of at least 1,000 feet and excavated diameter of at least 12-feet, and lined with cast-in-place concrete or grouted-in-place reinforced concrete pipes.
- 4) Deep Shafts: At least six (6) shafts within the last fifteen (15) years with an excavated depth of at least 100 feet per shaft and excavated diameter of at least 30 feet. At least two (2) of the shafts shall have been excavated in rock by controlled blasting for a depth of at least 50 feet. At least two (2) of the shafts shall have used slurry/diaphragm wall, and at least two (2) of the shafts shall have used secant piles, as support of excavation in soil with a depth of at least 50 feet. If a subcontractor's projects are included for any of the shaft projects, indicate the subcontractor firm.

5) Near Surface Facility (NSF) Construction: At least four (4) projects within the last fifteen (15) years consisting of the construction of two (2) NSF sewer diversion structures and two (2) outfall structures, each of similar dimensions and construction types in soil and groundwater conditions to this Project.

**Schedule C - Personnel:**

The Bidder must demonstrate construction experience of personnel in performing the type of work comparable to that in this Contract by submitting experience documentation. Design experience will not be considered acceptable..

List name and construction experience satisfying the requirements below for each of the principal individuals of your organization directly involved in construction operations similar to those to be utilized on this Project. Also provide name, address, email and telephone number of a client reference for each staff listed:

**1) Project Manager**

- a) One Project Manager will be required to manage all Work on the Project.
- b) General Experience: Fifteen (15) years of Supervisory or Project Management experience involving the use of pressurized face TBM technology and controlled blasting techniques, of which at least seven (7) cumulative years and three (3) consecutive years were in a Project Management position for tunnel construction projects.
- c) Tunnel Project Experience: Participation in the capacity of a Supervisory or Project Management position in at least two (2) tunnel projects within the last fifteen (15) years, with one (1) consisting of the use of pressurized face TBM technology and precast concrete segmental lining and one (1) consisting of controlled blasting techniques and cast-in-place concrete final lining or grouted-in-place reinforced concrete pipes. The TBM tunnel shall be of a bored diameter at least 15 feet and a length at least 7,500 feet. The controlled blasting tunnel shall be of an excavated diameter at least 12 feet and a length at least 1,000 feet.
- d) Near Surface Facility Construction Experience: Demonstrated Supervisory or Project Management experience in near surface facility (NSF) construction consisting of NSF sewer diversion and outfall structures, each of similar dimensions and construction types in soil and groundwater conditions to this Project.

**2) General Superintendent**

- a) One General Superintendent will be required to oversee and direct the construction of all Work on the Project.
- b) General Experience: Fifteen (15) years of Supervisory tunneling experience involving the use of pressurized face TBM technology and controlled blasting techniques, of which at least seven (7) cumulative years and three (3) consecutive years were in a Superintendent position for tunnel construction projects.
- c) Tunnel Project Experience: Participation in the capacity of a Supervisory or Superintendent position in at least two (2) tunnel projects within the last fifteen (15) years, with one (1) consisting of the use of pressurized face TBM technology and precast

concrete segmental lining; and one (1) consisting of controlled blasting techniques and cast-in-place concrete final lining or grouted-in-place reinforced concrete pipes. The TBM tunnel shall be of an excavated diameter at least 15 feet and a length at least 7,500 feet. The controlled blasting tunnel shall be of an excavated diameter at least 12 feet and a length at least 1,000 feet.

d) Near Surface Facility Construction Experience: Demonstrated Supervisory or Superintendent experience in near surface facility (NSF) construction consisting of NSF sewer diversion and outfall structures, each of similar dimensions and construction types in soil and groundwater conditions to this Project.

**3) Tunnel Superintendent(s)**

a) Provide documentation of qualifications of Tunnel Superintendent(s) as specified in Section 31 71 00 – Tunnel Excavation by Tunnel Boring Machine and Section 31 71 01 – Non-TBM Tunnel Excavation.

**4) Shaft Superintendent(s)**

a) Provide documentation of qualifications of Shaft Superintendent(s) as specified in Section 31 56 00 – Slurry Wall and Section 31 57 00 – Secant Pile Wall.

**5) Safety Manager**

a) Provide documentation of qualifications of Safety Manager as specified in Section 01 35 26 – Safety Provisions.

**Schedule D - Bidder's Execution Statement:**

Provide written replies to the following questions and statements. Responses shall be detailed and specific; therefore, general responses such as “will be done in accordance with the specifications” or similar will not be considered acceptable. These Execution Statements are intended to demonstrate Bidder’s understanding and approach to managing the risk and technical complexity associated with key elements of the Project. Contract award does not equate with the approval of any Contractor means and methods provided in the Execution Statements, and as such these responses shall be separate and distinct from the Escrow Bid Documents to be submitted after the Bid as specified in Article 2 as well as the Contractor’s Work Plans required in the various Technical Specifications:

- 1) One-Pass Precast Concrete Tunnel Lining (PCTL). Given the segment design as shown and described in the Bid Documents please explain the following at a minimum:
  - a) Proposed method to achieve and maintain PCTL ring build tolerances and implement installation quality control.
  - b) Proposed method of PCTL annulus grouting, including initially proposed range of grout mix design proportions for the project conditions.
- 2) Tunnel Boring Machine (TBM). Please describe the Slurry TBMs proposed for the main Ohio River Tunnel (ORT) and the Chartiers Creek Tunnel (CCT), including the following items at a minimum:

- a) New or Remanufactured TBM as defined in the Contract requirements. If remanufactured, include complete TBM project history.
- b) Means of transport of TBM to each launch shaft site.
- c) Proposed total thrust and torque capabilities.
- d) Proposed maximum face pressure capabilities.
- e) Cutter tool types and configuration to address the anticipated abrasive nature of rock.
- f) Pre-excavation drilling and grouting installations.
- g) Provisions for addressing potentially gassy conditions.

3) TBM Launch and Reception. Please explain your approach to TBM assembly, launch and reception for ORT and CCT, including mechanical seals, management of groundwater inflow and face pressures.

4) TBM Mining Program. Please explain your proposed mining program for ORT and CCT, including the following at a minimum:

- a) Mining shifts, maintenance intervals, and assumed average TBM production rate.
- b) Methods of muck transport and separation, including utility lines and Slurry Separation Plant descriptions, with details of provisions for addressing the stickiness nature of muck.
- c) Methods for tunnel alignment control and survey verification.
- d) Cutterhead tool inspection and maintenance, including descriptions for i. Free air intervention; and ii. Hyperbaric Intervention.

5) Gas in Excavations. Please explain how the presence of methane, hydrogen sulfide, and other gases will be monitored and strategies for avoiding the accumulation of gas concentrations in shafts, tunnels and adits.

6) Shaft Construction. Please describe the proposed methods of shaft construction for each shaft on the Project.

- a) Describe support of excavation (SOE) construction in overburden and rock excavation and initial support, including:
  - i. Methods to install slurry walls and secant pile walls, and approach to achieving verticality tolerances for each, and maintaining stability of slurry panel trenches and cased secant pile bores.
  - ii. Methods for pre-excavation drilling and grouting for groundwater inflow mitigation.
  - iii. Controlled blasting methods for rock excavation, and approach to limiting blast-induced vibration levels within the maximum allowable values at locations as specified in Section 31 71 16 - Controlled Blasting, Vibration and Noise Control.
- b) Describe methods for final lining installation, including description of internal structural elements such as drop shaft baffles as a minimum.

7) Non-TBM Tunnel Excavations. Please describe the proposed methods of Non-TBM tunnel constructions on the Project. Group the Non-TBM tunnels into two categories: one group consisting of ORT starter/tail tunnels, CCT starter tunnel, and SMRT; and one group consisting of the adits and DWT. Include the following at a minimum:

- a) Describe method of rock excavation and tunnel initial support, including:
  - i. Methods to implement controlled blasting and limit blast-induced vibrations levels within the maximum allowable values at locations specified in Section 31 71 16 - Controlled Blasting, Vibration and Noise Control.
  - ii. Proposed methods for pre-excavation probing and grouting for groundwater inflow control.
  - iii. Tunnel/adit initial support types.
  - iv. Mining shifts and assumed average production rate.
  - v. Methods for tunnel alignment control and survey verification.
  - vi. Methods of muck transport and handling in the tunnel, shafts, and on site.
- b) Describe methods for cast-in-place (CIP) concrete lining installation or grouted-in-place reinforced concrete pipe (RCP) installation, tunnel/shaft junctions, adit/tunnel junctions, and DWT/WWPS connection. Average rate of final lining installation in feet per day.

8) Near Surface Facility (NSF) Construction: Please describe the proposed methods of NSF construction at each site on the Project, including regulators, outfalls and the river wall.

- a) Describe support of excavation (SOE) construction, and rock embedment where shown on the Contract Drawings, including:
  - i. Methods to install secant pile walls, steel sheeting walls, and interlocking pipe pile walls, where applicable, and approach to achieving verticality tolerances for each; Methods to maintain stability of cased secant pile bores.
  - ii. Methods for vibration control at locations specified in Section 31 71 16 - Controlled Blasting, Vibration and Noise Control.
  - iii. Ground modification approach to improve soils below and adjacent to existing sewers and how grouted soils will be excavated and supported during excavation, including location-specific considerations for: ORT-O27-MH, SMRT-O41-RG/EX.-O41-RG, ORT-A48-RG, ORT-A58-RG1/RG2, ORT-A58-OF, SMRT-O14-RG, CCT-O07-OF/OS1, and CCT-O06A-RG, as required on the Contract Drawings.
- b) Describe maintenance of existing flow. Describe methods and procedures to install fluming pipes where applicable, and maintain flow through existing sewers while completing the Work. Provide specific details for each of the following NSF structures: ORT-O27-MH; EX.-O41-RG; ORT-A48-RG; ORT-A58-RG1/RG2; CCT-O06A-RG; CCT-O07-OF (and related modifications); and SMRT-O14-RG.
- c) Describe methods for cast-in-place (CIP) concrete lining installation, including regulator connections to existing sewers, shafts, and outfall structural connections to shafts where applicable.
- d) Describe how flooding scenarios due to wet weather flow or river pool rising at the regulators and outfalls are accounted for and the proposed measures to address these scenarios.

9) Disposal of Excavated Materials: Describe the methods and procedures to be used to provide the required testing, handling, temporary stockpiling, transportation and disposal of excavated materials including anticipated disposal facilities for Clean Fill, Residual/Regulated Fill, or Hazardous Material (should it be encountered).

## CERTIFICATION OF SAFETY PROCEDURES COMPLIANCE

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

hereby certify that I have read and understand the Safety Procedures as enumerated in the Contract Provisions Section entitled "Compliance with Health, Safety and Environmental Laws" of Contract Number 1797 – Ohio River Tunnel and that all Work will be conducted in accordance with OSHA standards and other applicable safety precautions.

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

PROJECT STABILIZATION AGREEMENT  
LETTER OF ASSENT

[Bidder's letterhead]

ALCOSAN  
Kimberly Kennedy, P.E.  
3300 Preble Avenue  
Pittsburgh, PA 15233

Re: Contract No. 1797 – Ohio River Tunnel

Dear Ms. Kennedy:

Pursuant to Article IV, Section 3 of the Project Stabilization Agreement, the undersigned Bidder hereby agrees that it will be bound by and comply with all terms and conditions of the Project Stabilization Agreement, and any amendments thereto. The undersigned Bidder specifically stipulates that it will follow and be bound by the provisions of the Agreement related to referral of employees set forth in Article VI; the grievance and arbitration procedure stated in Article VII; and the procedure for resolution of jurisdictional disputes set forth in Article VIII of the Agreement.

Should the Contract be awarded to this Bidder, the Project Stabilization Agreement will be executed and will remain in effect for the duration of the Contract.

Sincerely,

[Name of Bidder]

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

Title: \_\_\_\_\_

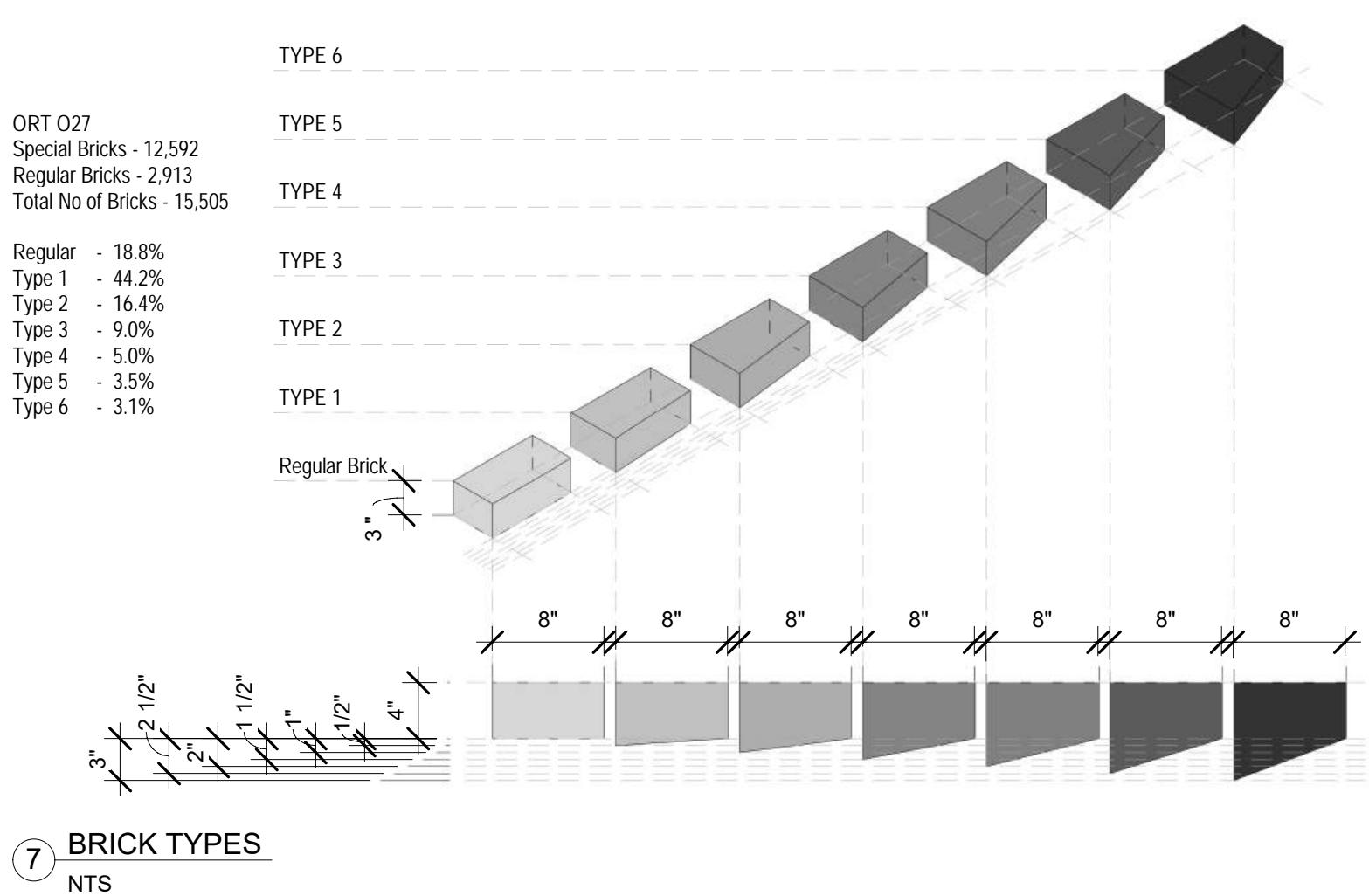
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**Addendum No. 13**

**Attachment B**

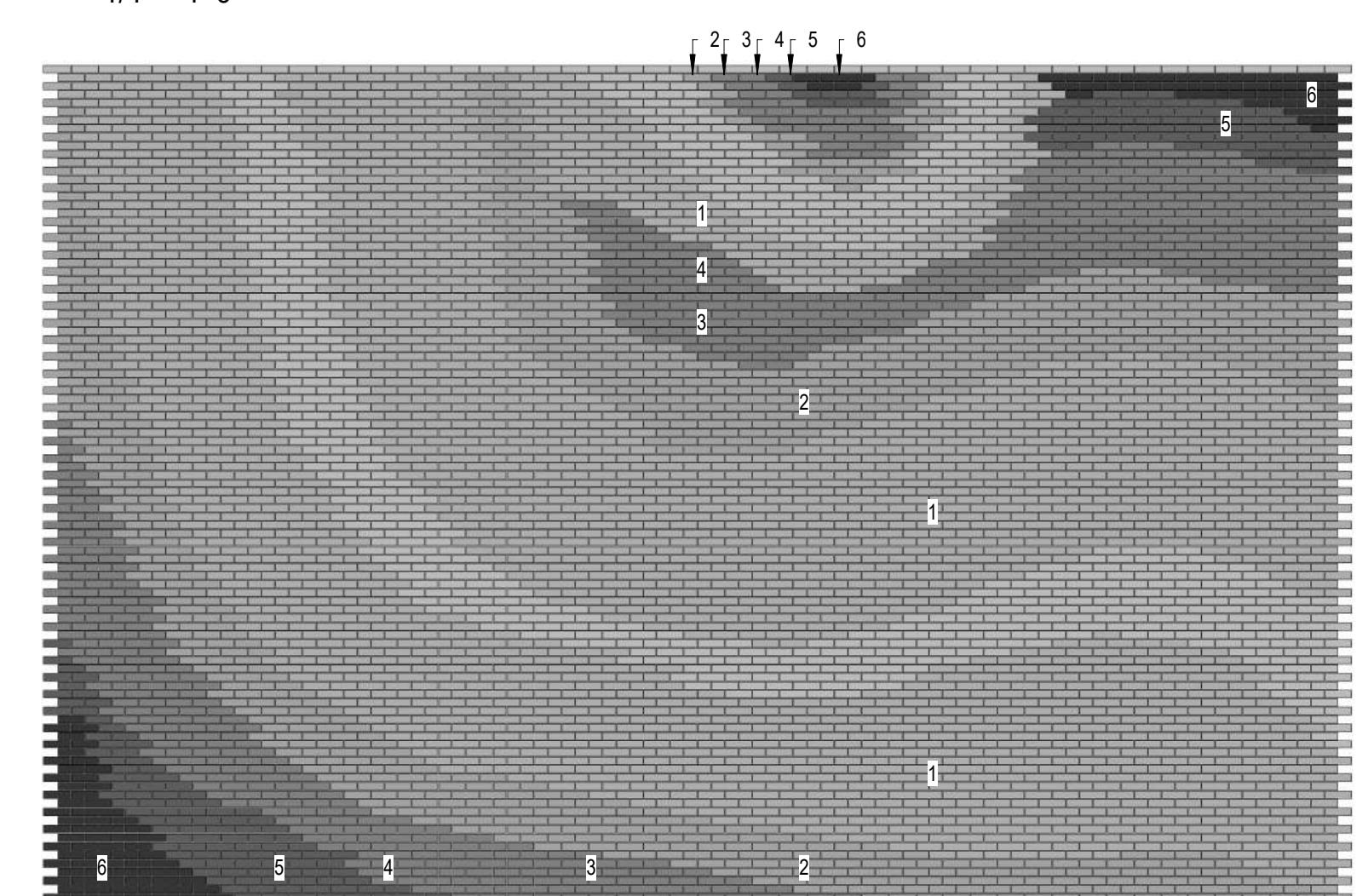
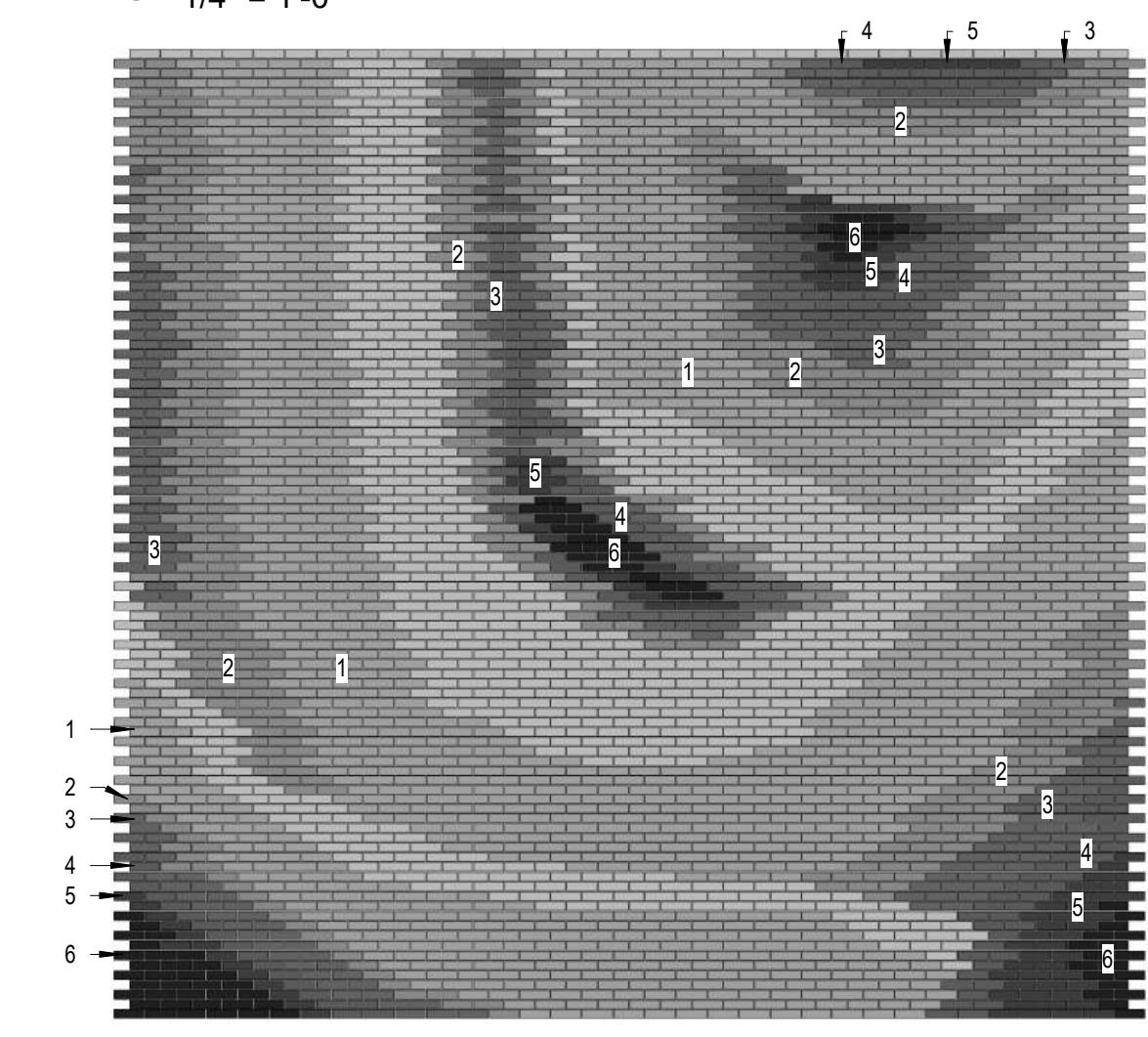
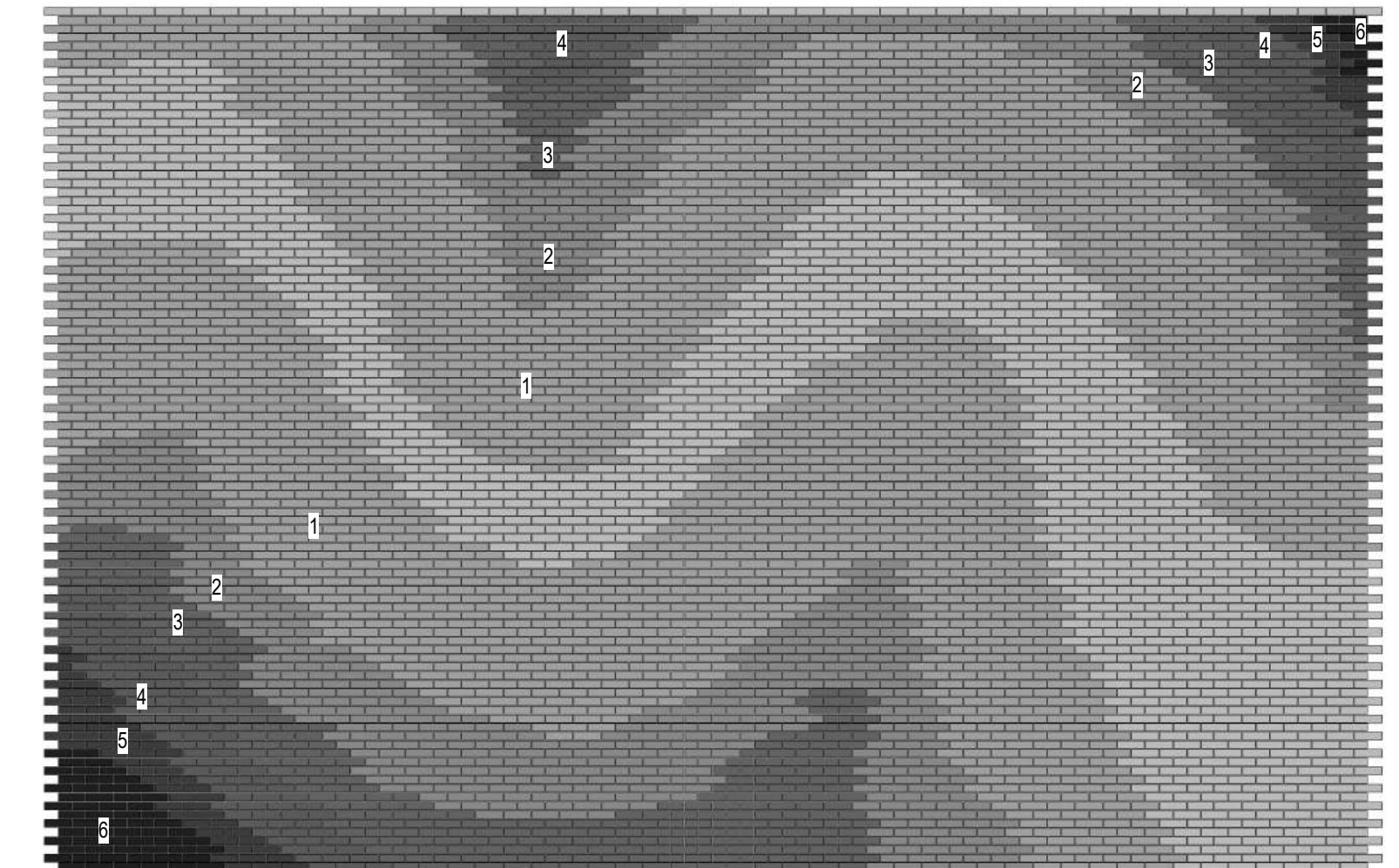
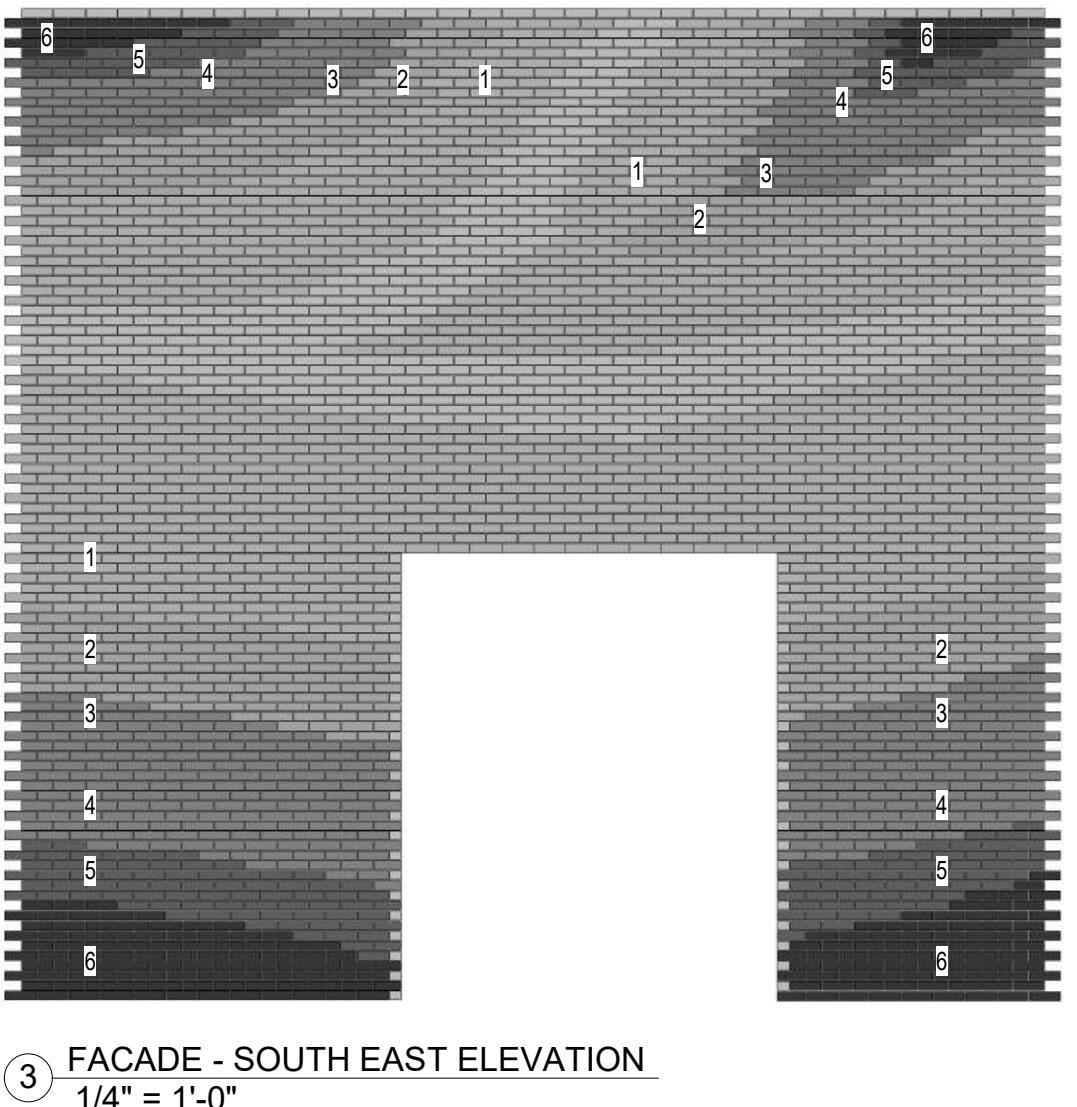
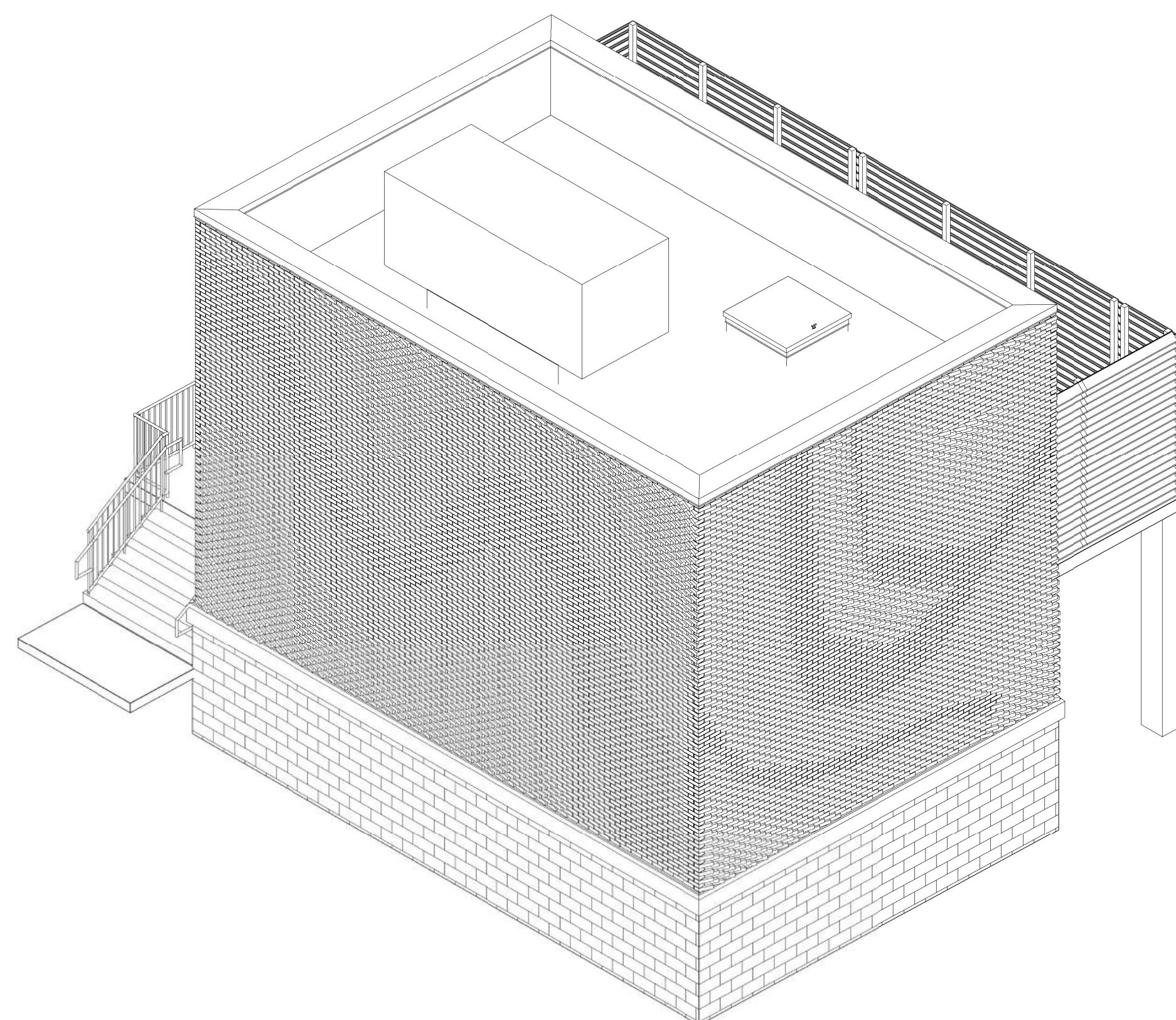
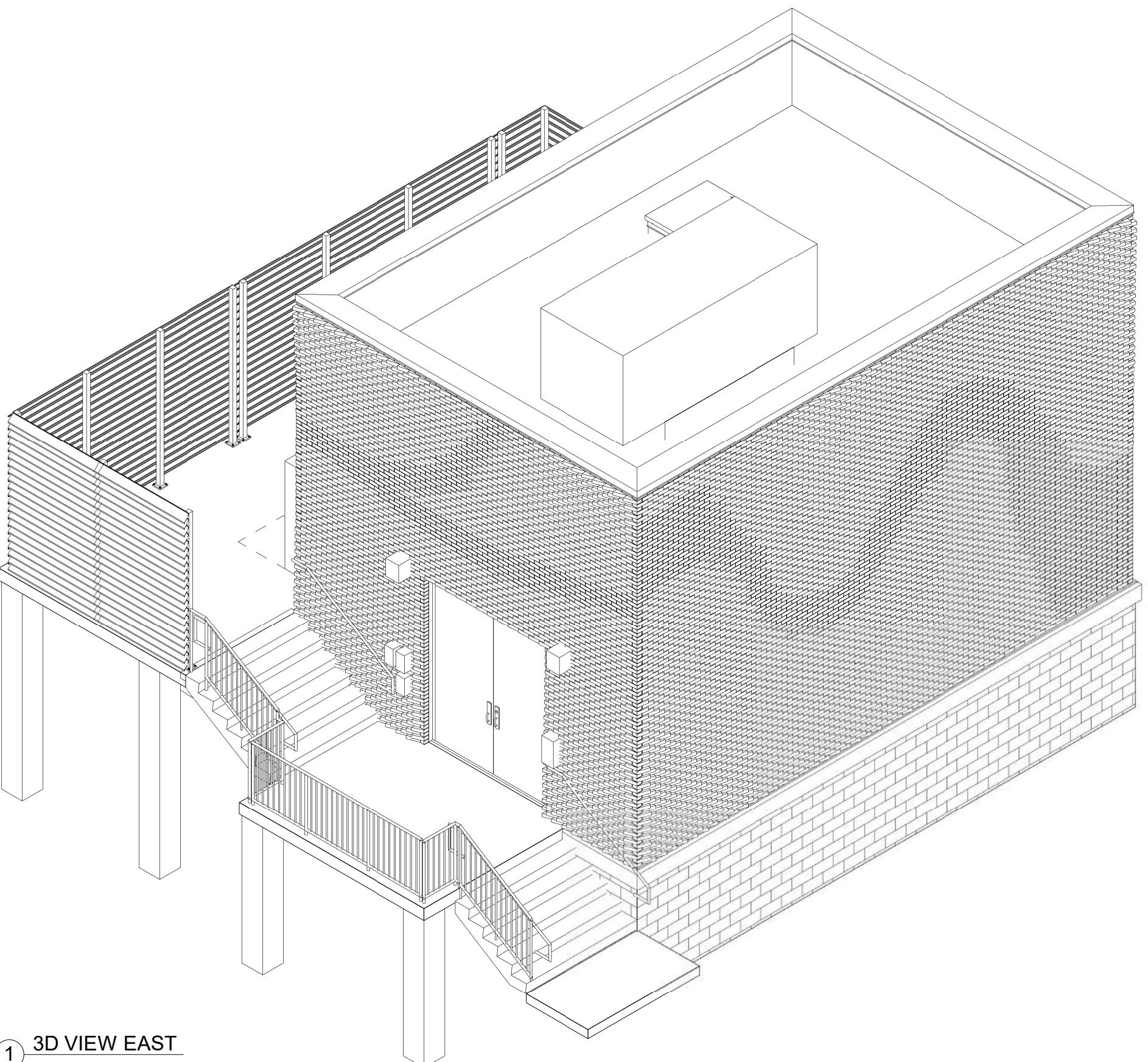
**APPENDIX B - CONTRACT DRAWINGS**

- **Revised O27-AR-103 (Sheet 280 of 770)**
- **Revised A58-AR-403 (Sheet 480 or 770)**



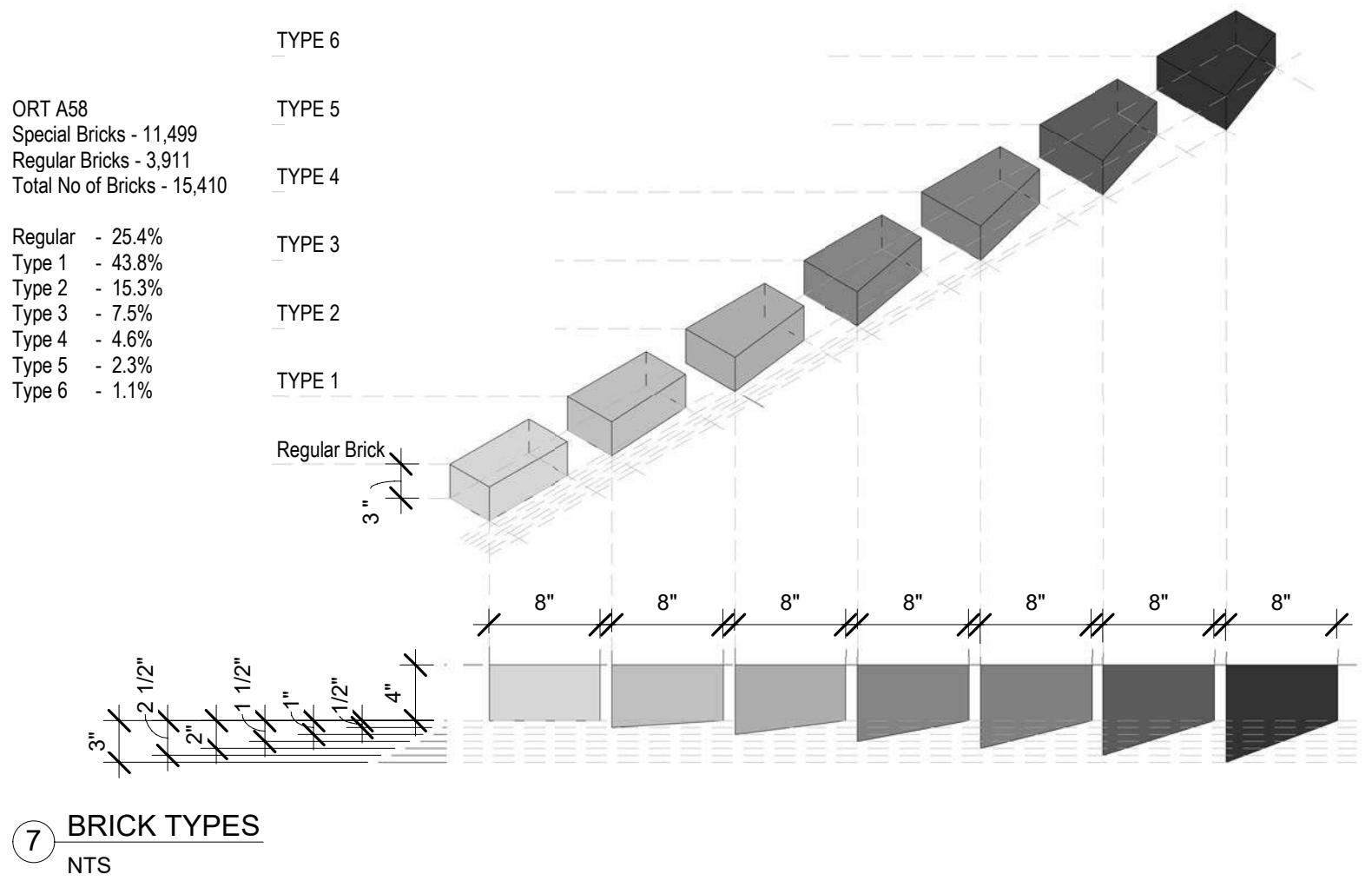
### GENERAL NOTE:

- A. BRICK LAYOUT AND DETAILS ARE TO BE PROVIDED BY THE BRICK SUPPLIER/CONSULTANT. GC TO COORDINATE INTENDED DESIGN / SCOPE DURING KICK-OFF MEETING AT THE START OF THE PROJECT WITH OWNER'S CONSTRUCTION MANAGEMENT TEAM.
- B. DRAWINGS ARE NOT TO SCALE.
- C. PROVIDE REGULAR BRICK AT COPING AS WELL AS AROUND OPENINGS AS REQUIRED FOR PROPER INSTALLATION.
- D. THE BRICK VENEER COLOR SHALL BE EMERALD GREEN BY GLEN-GERY AS A CUSTOM COLOR TO MATCH THE SELECTED COLOR FOR THE WET WEATHER PUMP STATION.



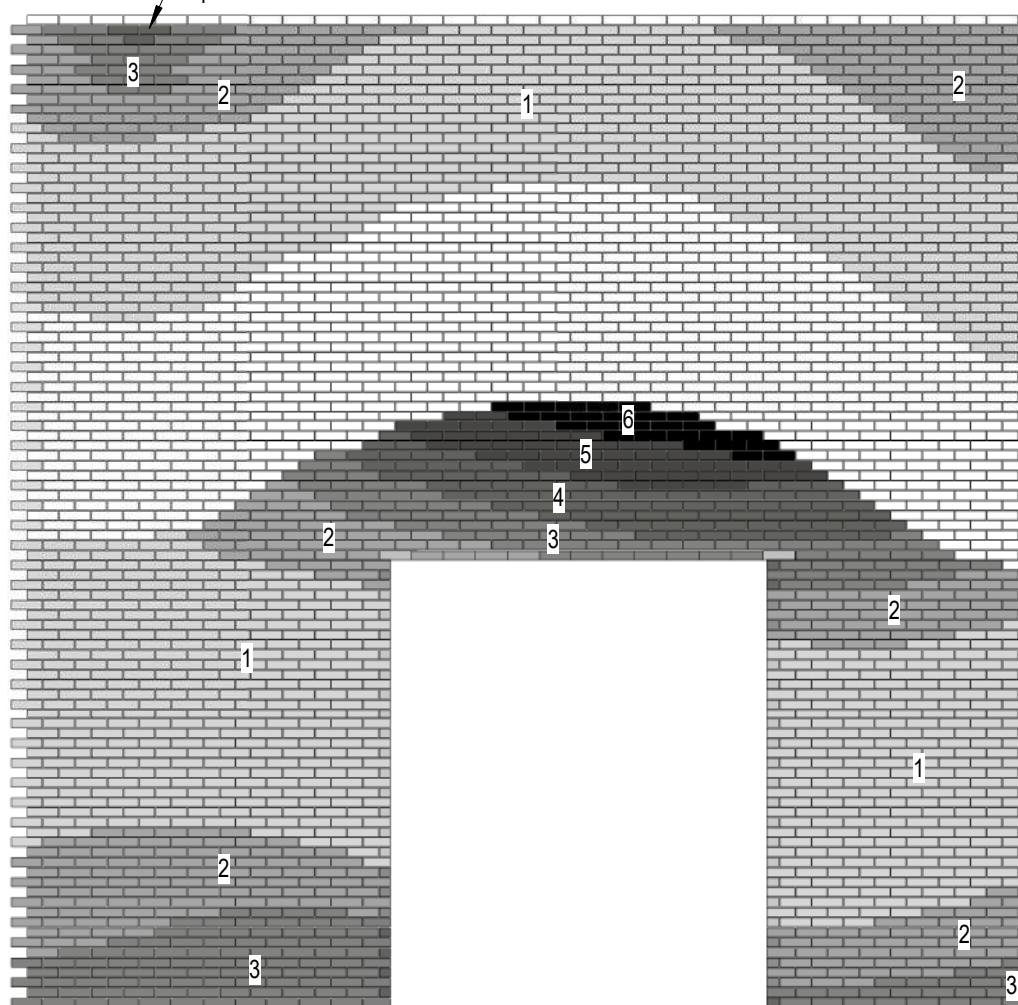
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DESCRIPTION			
REVISION FOR ADDENDUM 13			



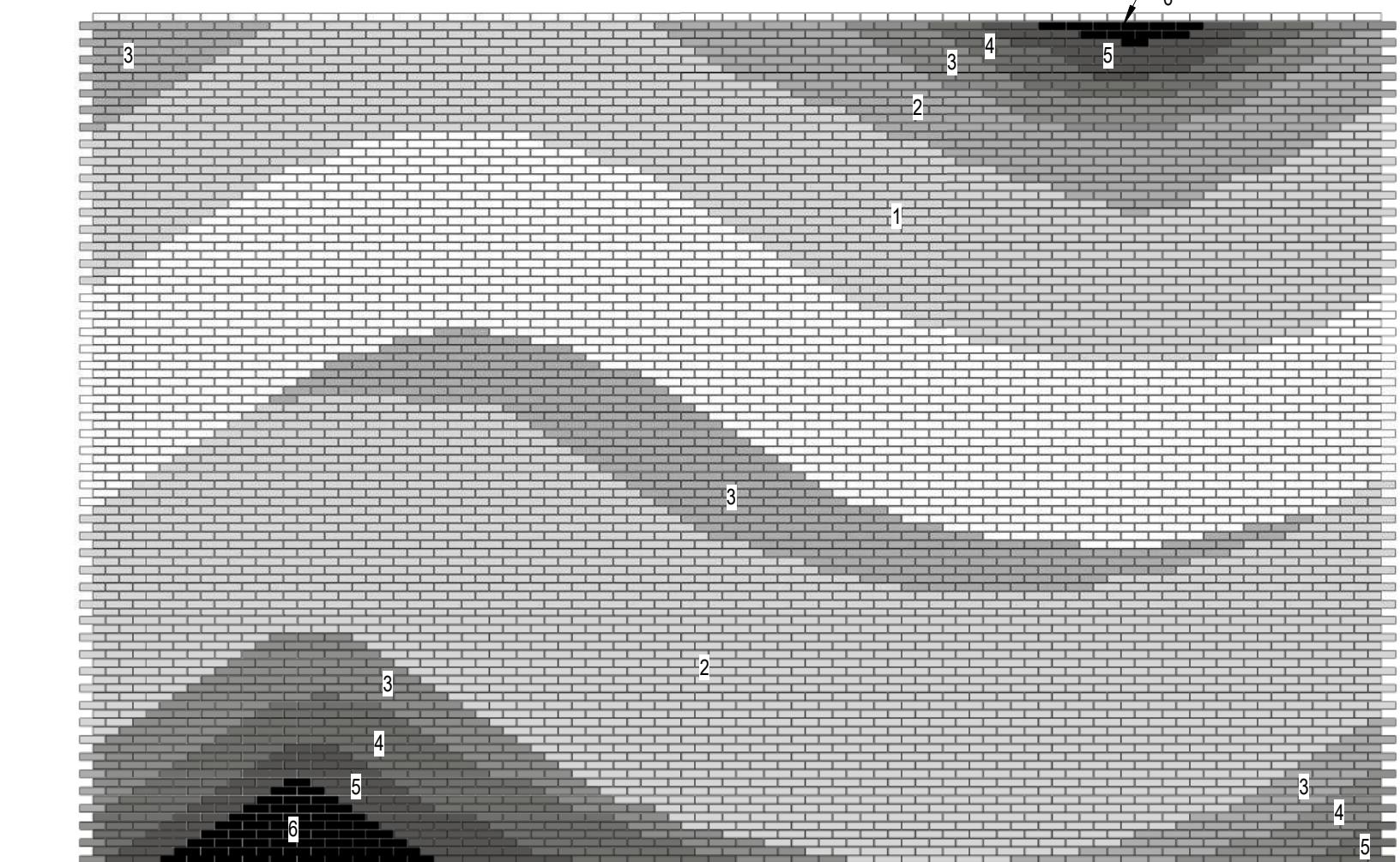


### GENERAL NOTE:

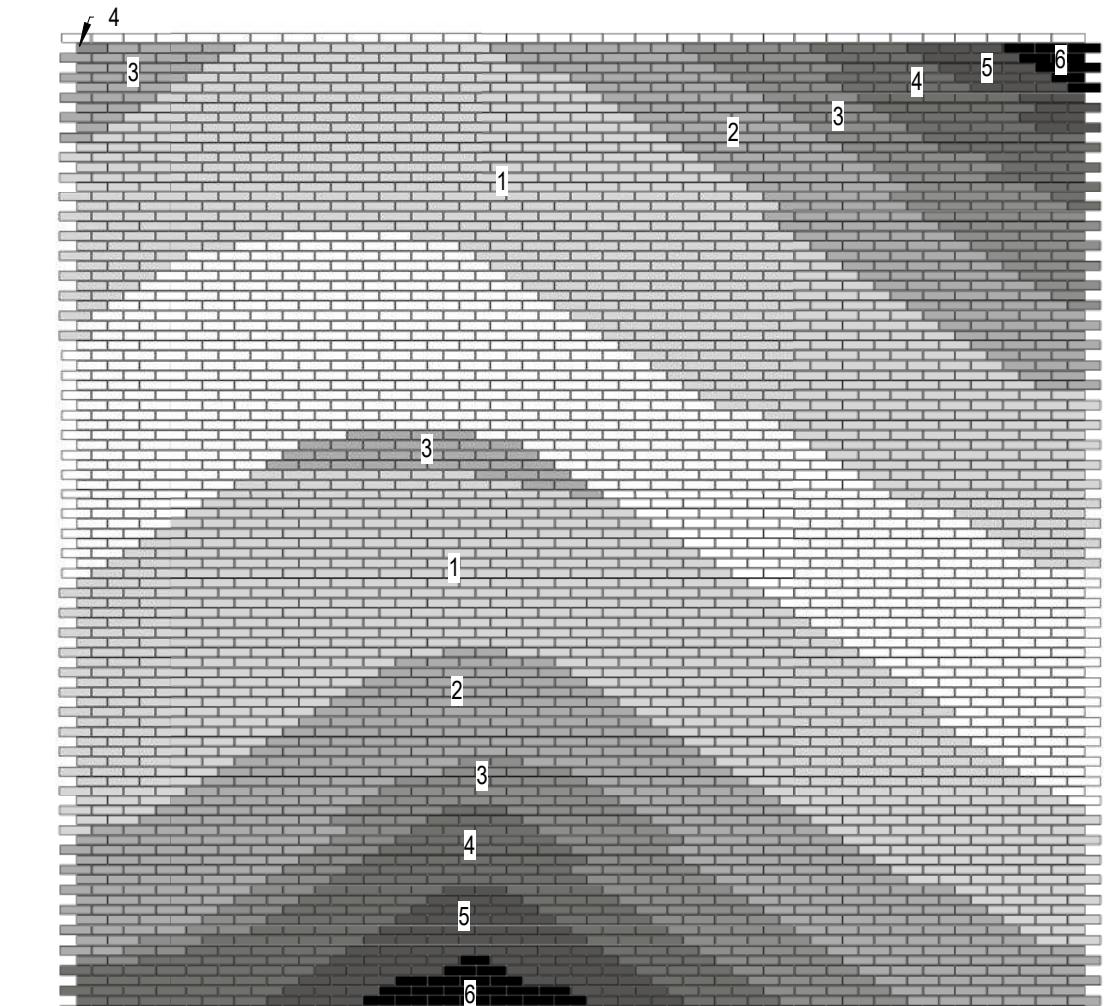
- A. BRICK LAYOUT AND DETAILS ARE TO BE PROVIDED BY THE BRICK SUPPLIER/CONSULTANT. GC TO COORDINATE INTENDED DESIGN / SCOPE DURING KICK-OFF MEETING AT THE START OF THE PROJECT WITH OWNER'S CONSTRUCTION MANAGEMENT TEAM.
- B. DRAWINGS ARE NOT TO SCALE.
- C. PROVIDE REGULAR BRICK AT COPING AS WELL AS AROUND OPENINGS AS REQUIRED FOR PROPER INSTALLATION.
- D. THE BRICK VENEER COLOR SHALL BE ABERDEEN BY GLEN-GERY AS A CUSTOM COLOR TO MATCH THE SELECTED COLOR.



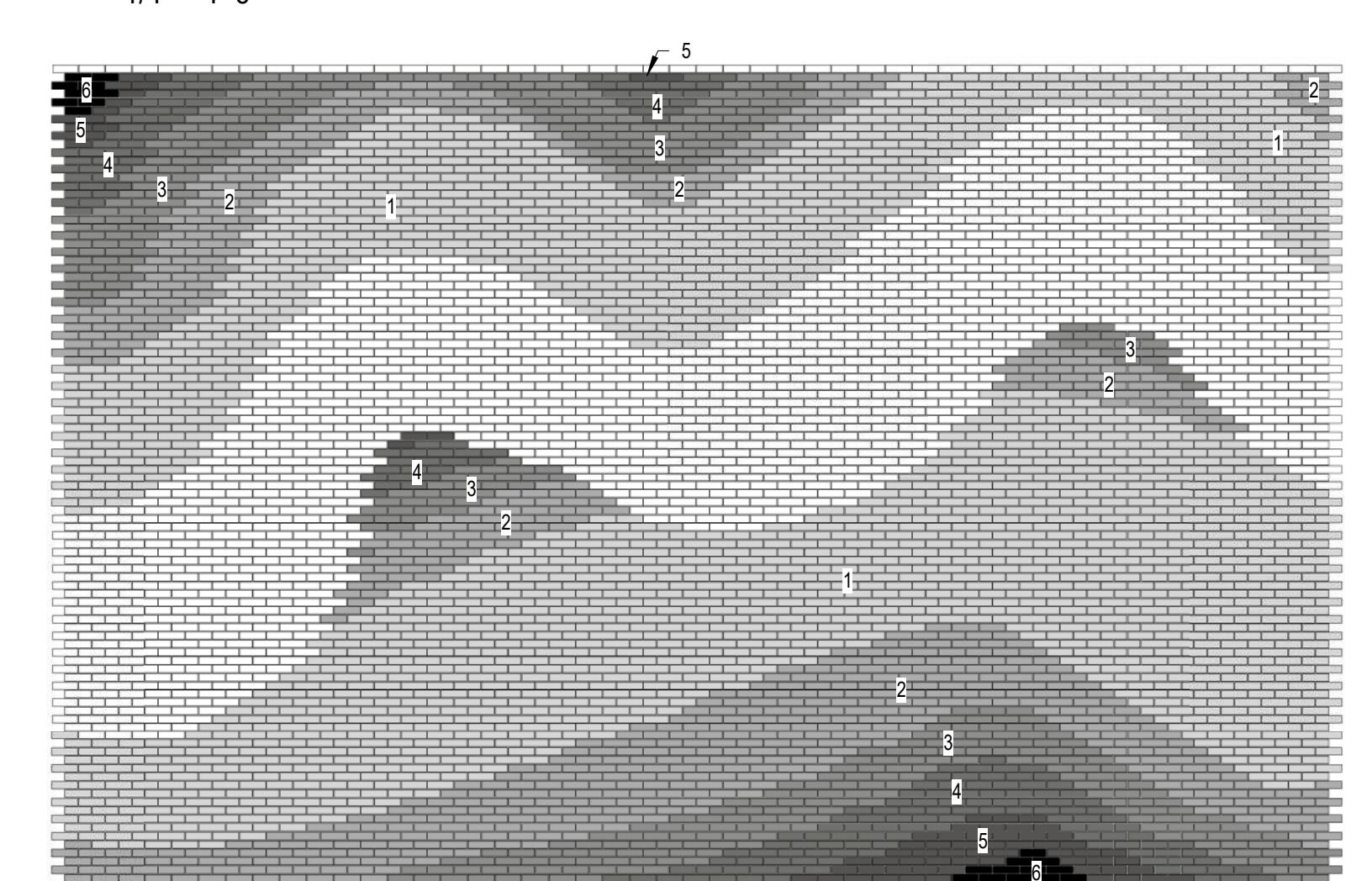
3 NORTH ELEVATION  
1/4" = 1'-0"



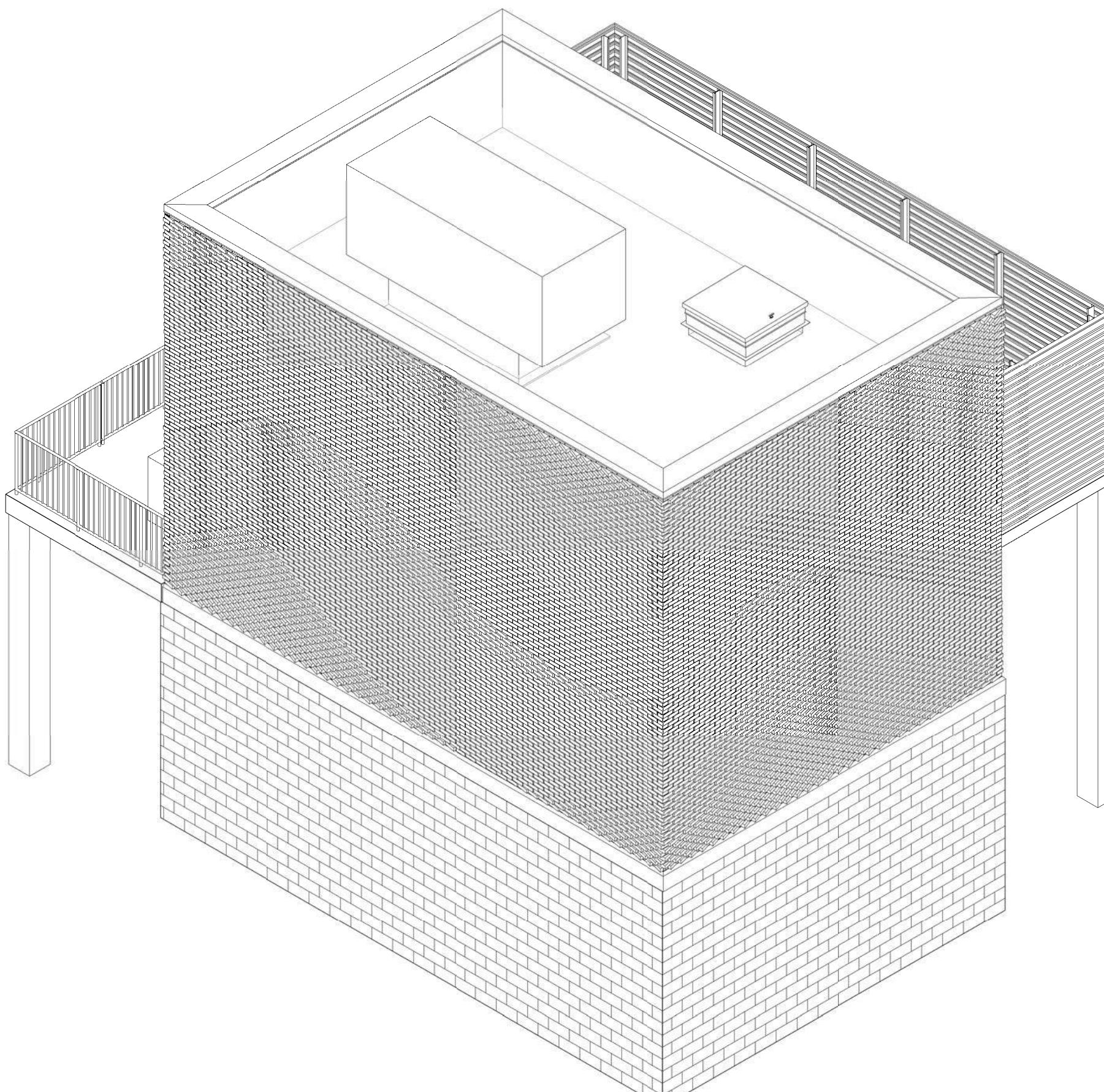
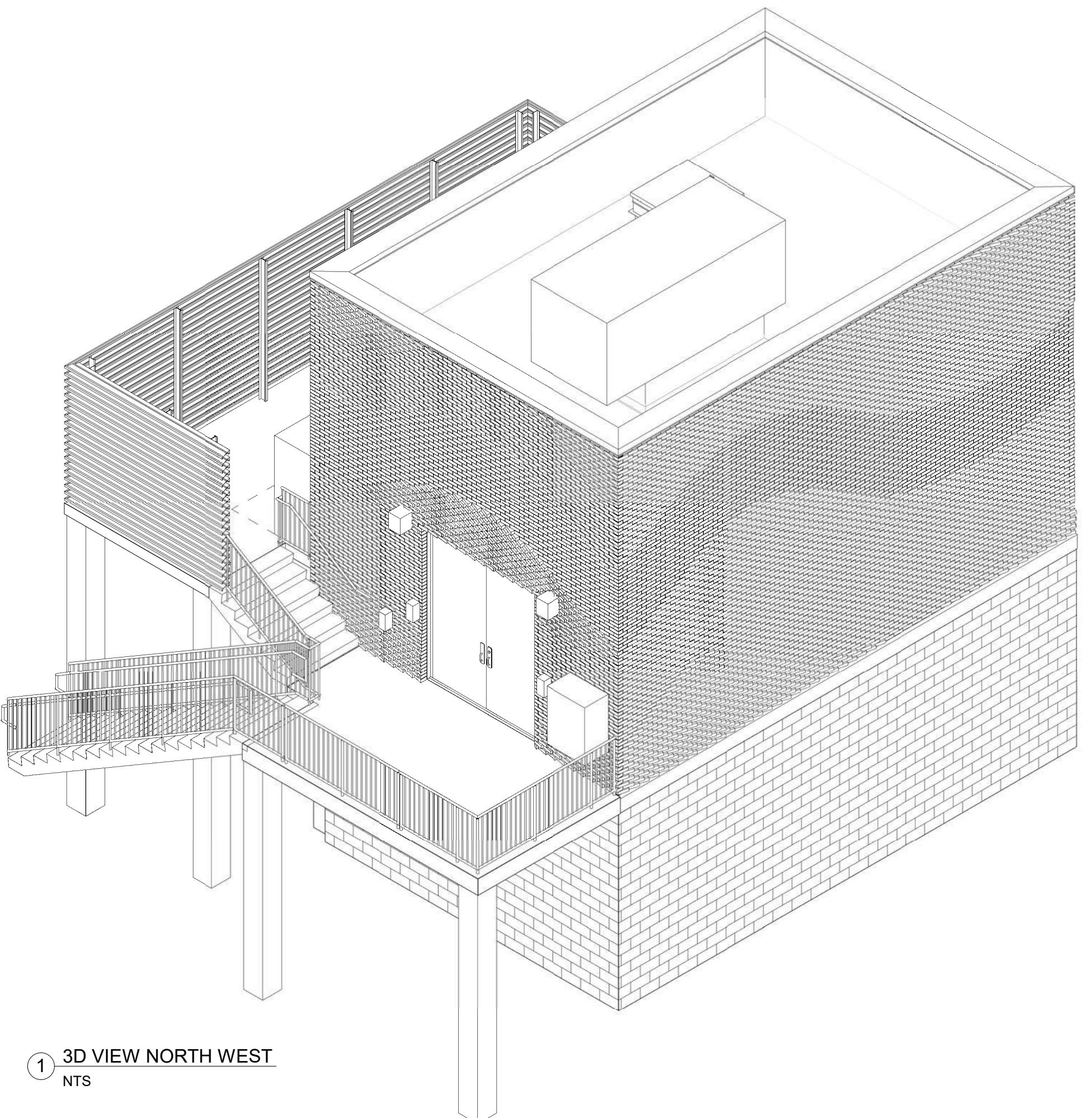
4 WEST ELEVATION  
1/4" = 1'-0"



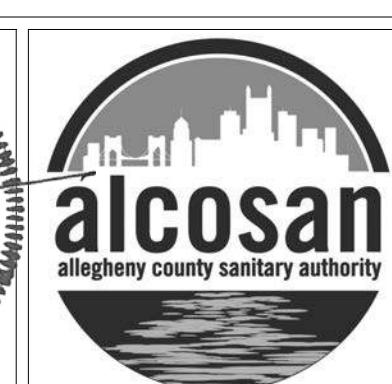
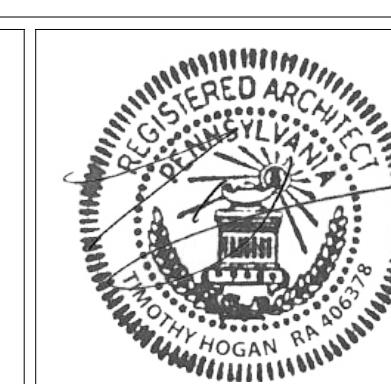
5 SOUTH ELEVATION  
1/4" = 1'-0"



6 EAST ELEVATION  
1/4" = 1'-0"



Designed by: PG / MM	REVISION		
	REV No.	DATE	APPV
	1	01/30/26	TH/RF
Drawn by: MT	DESCRIPTION		
	REVISION FOR ADDENDUM 13		
Checked by: DT			

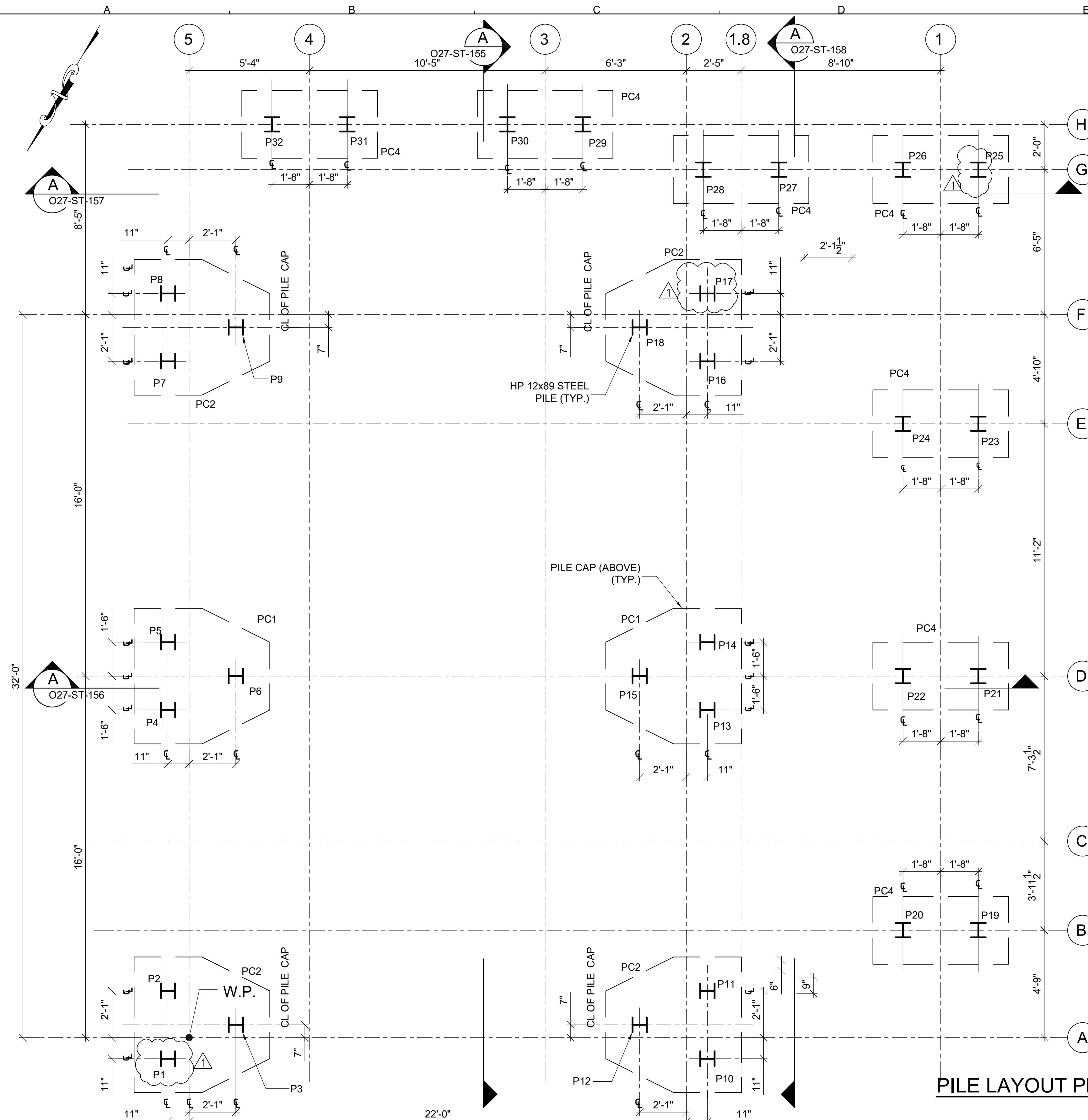


**Addendum No. 13**

**Attachment C**

**APPENDIX B - CONTRACT DRAWINGS**

- **Revised O27-ST-149 (Sheet 246 of 770)**
- **Revised A58-ST-446 (Sheet 462 of 770)**



### PILE LOADING:

- CONTRACTOR SHALL REFER TO SPECIFICATION "31 62 16 STEEL H PILES FOR DEEP FOUNDATIONS".
- LOAD TABLE VALUES ARE THE MAXIMUM WORKING LOADS ACTING ON THE PILES PER THE BUILDING ANALYSIS.
- \* INDICATES PILE SHALL BE DRIVEN A MINIMUM OF 5 FEET INTO ROCK LAYER.

### PILE SCHEDULE

CALLOUT	PILE TOP EL (FEET)	ESTIMATED PILE TIP EL (FEET)	ESTIMATED PILE LENGTH (FEET)	ASSUMED ROCK EL. (FEET)	MINIMUM ROCK SOCKET DEPTH (FEET)	MINIMUM PILE SECTION MODULUS (CUBIC INCHES)	PILE SECTION	MINIMUM DIA. OF HOLE (INCHES)	VERTICAL DESIGN LOAD PER PILE (KIPS)	HORIZONTAL DESIGN LOAD PER PILE (KIPS)
P1*	716	668	48	673	5	112	HP 12x89	22	41.65	2.58
P2*	716	668	48	673	5	112	HP 12x89	22	41.65	2.58
P3*	716	668	48	673	5	112	HP 12x89	22	41.65	2.58
P4*	716	668	48	673	5	112	HP 12x89	22	46.51	2.31
P5*	716	668	48	673	5	112	HP 12x89	22	46.51	2.31
P6*	716	668	48	673	5	112	HP 12x89	22	46.51	2.31
P7*	716	668	48	673	5	112	HP 12x89	22	37.74	2.68
P8*	716	668	48	673	5	112	HP 12x89	22	37.74	2.68
P9*	716	668	48	673	5	112	HP 12x89	22	37.74	2.68
P10*	716	668	48	673	5	112	HP 12x89	22	46.15	2.57
P11*	716	668	48	673	5	112	HP 12x89	22	46.15	2.57
P12*	716	668	48	673	5	112	HP 12x89	22	46.51	2.57
P13*	716	668	48	673	5	112	HP 12x89	22	56.83	2.64
P14*	716	668	48	673	5	112	HP 12x89	22	56.83	2.64
P15*	716	668	48	673	5	112	HP 12x89	22	56.83	2.64
P16*	716	668	48	673	5	112	HP 12x89	22	44.87	2.52
P17*	716	668	48	673	5	112	HP 12x89	22	44.87	2.52
P18*	716	668	48	673	5	112	HP 12x89	22	44.87	2.52
P19	715.75	685.75	30	673	0	112	HP 12x89	22	9.31	0.1
P20	715.75	685.75	30	673	0	112	HP 12x89	22	9.31	0.1
P21	715.75	685.75	30	673	0	112	HP 12x89	22	15.16	0.1
P22	715.75	685.75	30	673	0	112	HP 12x89	22	15.16	0.1
P23	715.75	685.75	30	673	0	112	HP 12x89	22	16.41	0.1
P24	715.75	685.75	30	673	0	112	HP 12x89	22	16.41	0.1
P25	715.75	685.75	30	673	0	112	HP 12x89	22	8.59	0.1
P26	715.75	685.75	30	673	0	112	HP 12x89	22	8.59	0.1
P27	715.75	685.75	30	673	0	112	HP 12x89	22	6.32	0.1
P28	715.75	685.75	30	673	0	112	HP 12x89	22	6.32	0.1
P29	715.75	685.75	30	673	0	112	HP 12x89	22	8.93	0.3
P30	715.75	685.75	30	673	0	112	HP 12x89	22	8.93	0.3
P31	715.75	685.75	30	673	0	112	HP 12x89	22	8.51	0.3
P32	715.75	685.75	30	673	0	112	HP 12x89	22	8.51	0.3

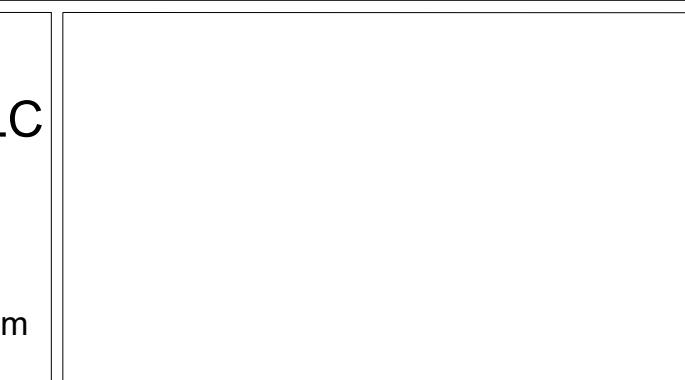
### NOTES:

- PX DESIGNATES PILE MARK.
- PCX DESIGNATES PILE CAP MARK. SEE DRAWING ST-160 FOR PILE CAP DETAILS.
- INDICATES TEST-PILE.

2 0 2 4  
SCALE IN FEET  
SCALE: 3/8" = 1'-0"

Designed by: MD	REVISION		
Drawn by: TC	REV No.	DATE	DESCRIPTION
Checked by: MD	1	1/23/26	REVISION FOR ADDENDUM 13
	APPV	MD	

**DALESSIO  
ENGINEERING, LLC**  
1661 ROUTE 22 WEST,  
SUITE 109  
BOUND BROOK, NJ 08805  
PHONE: (732) 271-2793  
www.dalessioengineering.com



ARLETTA SCOTT WILLIAMS  
EXECUTIVE DIRECTOR, ALCOSAN  
3300 PREBLE AVE.  
PITTSBURGH, PA 15233  
(412) 766 - 4810  
www.alcosan.org

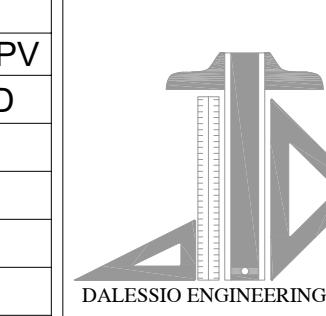
ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)  
OHIO RIVER TUNNEL (ORT)  
**O27-ST-149**  
ORT-O27-GC PILE LAYOUT PLAN

Contract: 1797  
File: O27-ST-149.dwg  
Date: 07/01/2025  
Sheet: 262 OF 770

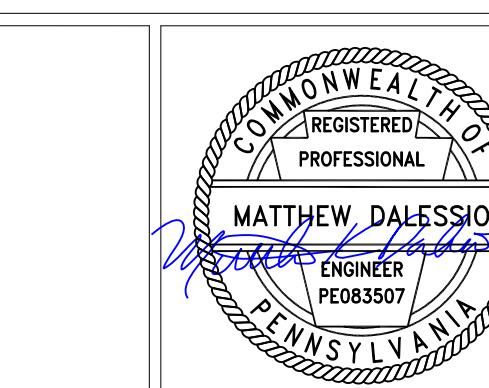
PILE LAYOUT PLANSCALE:  $\frac{1}{8}$ "=1'-0"

Designed by:	MD	REVISION	APPV
		DESCRIPTION	
Drawn by:	MD	REVISION FOR ADDENDUM 13	MD
Checked by:	MD		

REV No.	DATE	DESCRIPTION	APPV
1	1/23/26	REVISION FOR ADDENDUM 13	MD



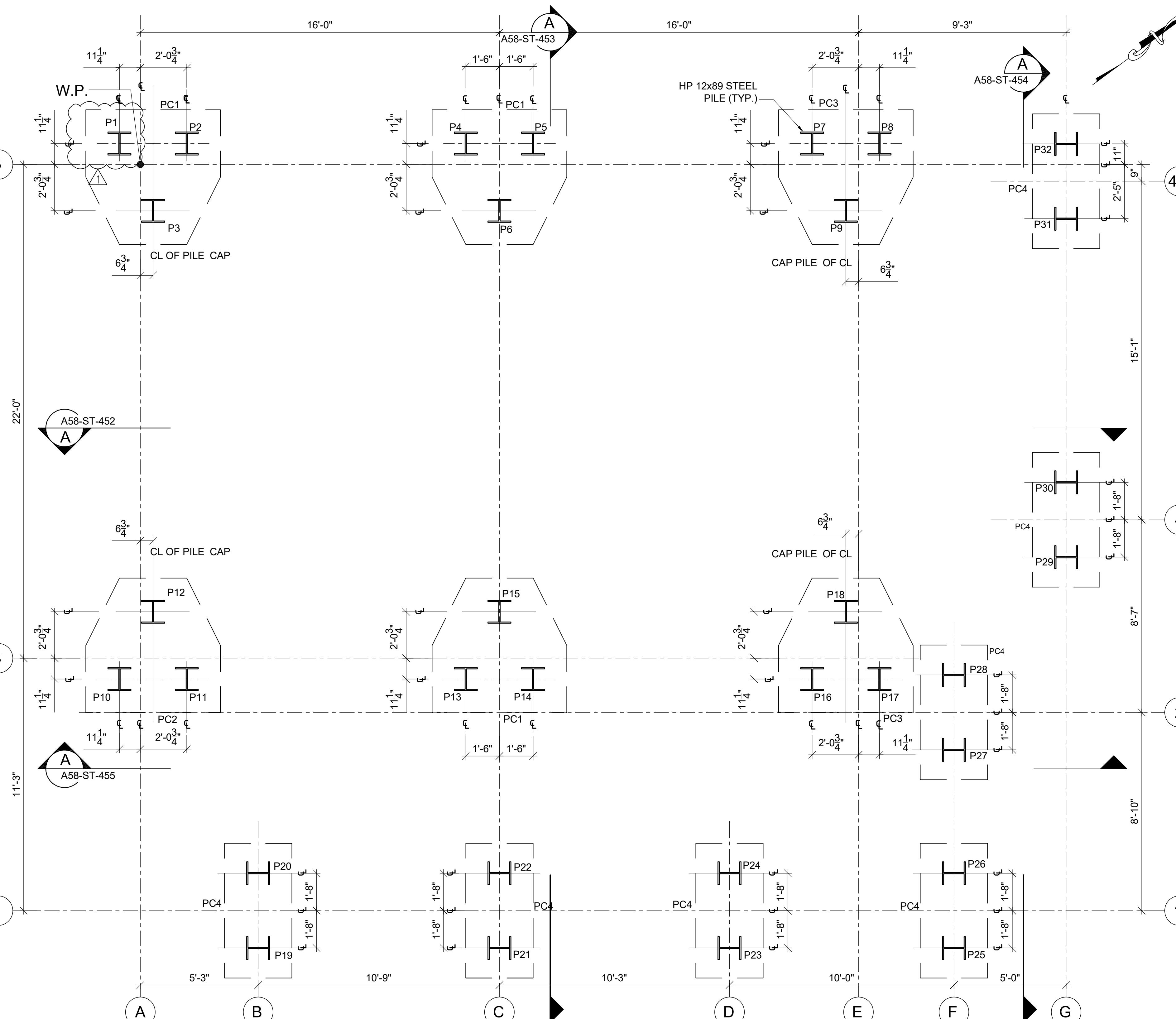
DALESSIO  
ENGINEERING, LLC  
1661 ROUTE 22 WEST,  
SUITE 109  
BOUND BROOK, NJ 08805  
PHONE: (732) 271-2793  
www.dalessioengineering.com



ARLETTA SCOTT WILLIAMS  
EXECUTIVE DIRECTOR, ALCOSAN  
3300 PREBLE AVE.  
PITTSBURGH, PA 15233  
(412) 766 - 4810  
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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)  
OHIO RIVER TUNNEL (ORT)  
A58-ST-446  
ORT-A58-GC PILE LAYOUT PLAN

Contract: 1797  
File: A58-ST-446.dwg  
Date: 07/01/2025  
Sheet: 462 OF 770

PILE LOADING:

- CONTRACTOR SHALL REFER TO SPECIFICATION "31 62 16 STEEL H PILES FOR DEEP FOUNDATIONS".
- LOAD TABLE VALUES ARE THE MAXIMUM WORKING LOADS ACTING ON THE PILES PER THE BUILDING ANALYSIS.
- \* INDICATES PILE SHALL BE DRIVEN A MINIMUM OF 5 FEET INTO ROCK LAYER.

PILE SCHEDULE										
CALLOUT	PILE TOP EL (FEET)	ESTIMATED PILE TIP EL (FEET)	ESTIMATED PILE LENGTH (FEET)	ASSUMED ROCK EL (FEET)	MINIMUM ROCK SOCKET DEPTH (FEET)	MINIMUM PILE SECTION MODULUS (CUBIC INCHES)	PILE SECTION	MINIMUM DIA OF HOLE (INCHES)	VERTICAL DESIGN LOAD PER PILE (KIPS)	HORIZONTAL DESIGN LOAD PER PILE (KIPS)
P1*	715.167	658	57.167	663	5	112	HP 12x89	22	48.17	3.06
P2*	715.167	658	57.167	663	5	112	HP 12x89	22	48.17	3.06
P3*	715.167	658	57.167	663	5	112	HP 12x89	22	48.17	3.06
P4*	715.167	658	57.167	663	5	112	HP 12x89	22	50	3.91
P5*	715.167	658	57.167	663	5	112	HP 12x89	22	50	3.91
P6*	715.167	658	57.167	663	5	112	HP 12x89	22	50	3.91
P7*	715.167	658	57.167	663	5	112	HP 12x89	22	47.83	3.32
P8*	715.167	658	57.167	663	5	112	HP 12x89	22	47.83	3.32
P9*	715.167	658	57.167	663	5	112	HP 12x89	22	47.83	3.32
P10*	715.167	658	57.167	663	5	112	HP 12x89	22	52.71	3.05
P11*	715.167	658	57.167	663	5	112	HP 12x89	22	52.71	3.05
P12*	715.167	658	57.167	663	5	112	HP 12x89	22	52.71	3.05
P13*	715.167	658	57.167	663	5	112	HP 12x89	22	58.72	3.95
P14*	715.167	658	57.167	663	5	112	HP 12x89	22	58.72	3.95
P15*	715.167	658	57.167	663	5	112	HP 12x89	22	58.72	3.95
P16*	715.167	658	57.167	663	5	112	HP 12x89	22	52.99	3.28
P17*	715.167	658	57.167	663	5	112	HP 12x89	22	52.99	3.28
P18*	715.167	658	57.167	663	5	112	HP 12x89	22	52.99	3.28
P19	714.917	684.917	30	663	0	112	HP 12x89	22	8.73	0.48
P20	714.917	684.917	30	663	0	112	HP 12x89	22	8.73	0.48
P21	714.917	684.917	30	663	0	112	HP 12x89	22	16.45	0.48
P22	714.917	684.917	30	663	0	112	HP 12x89	22	16.45	0.48
P23	714.917	684.917	30	663	0	112	HP 12x89	22	17.37	0.48
P24	714.917	684.917	30	663	0	112	HP 12x89	22	17.37	0.48
P25	714.917	684.917	30	663	0	112	HP 12x89	22	8.54	0.48
P26	714.917	684.917	30	663	0	112	HP 12x89	22	8.54	0.48
P27	714.917	684.917	30	663	0	112	HP 12x89	22	6.85	0.48
P28	714.917	684.917	30	663	0	112	HP 12x89	22	6.85	0.48
P29	714.917	684.917	30	663	0	112	HP 12x89	22	12.81	0.3
P30	714.917	684.917	30	663	0	112	HP 12x89	22	12.81	0.3
P31	714.917	684.917	30	663	0	112	HP 12x89	22	12.83	0.3
P32	714.917	684.917	30	663	0	112	HP 12x89	22	12.83	0.3

NOTES:

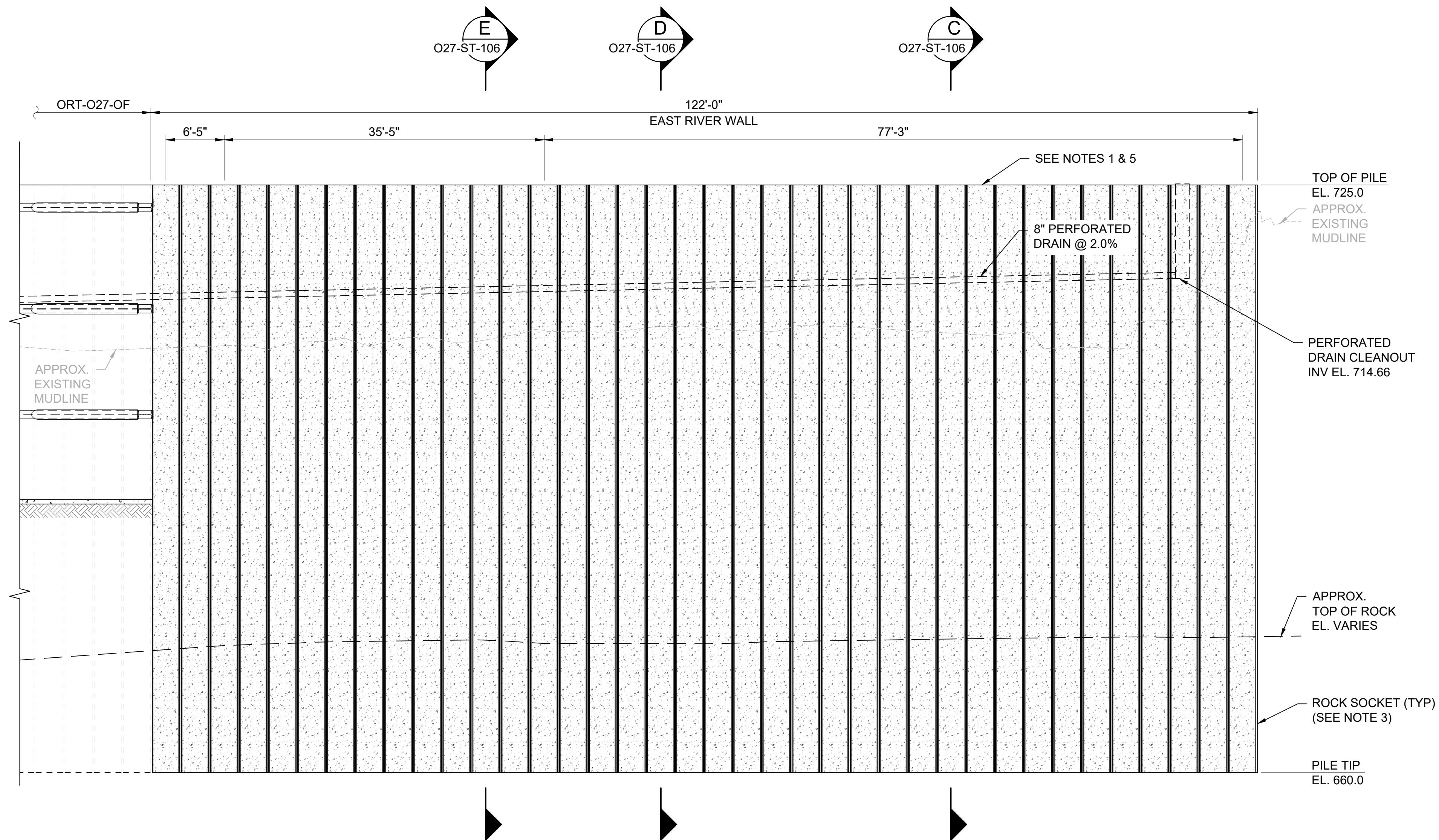
- PX DESIGNATES PILE MARK.
- PCX DESIGNATES PILE CAP MARK. SEE DRAWING ST-456 FOR PILE CAP DETAILS.
- Indicates TEST PILE.

**Addendum No. 13**

**Attachment D**

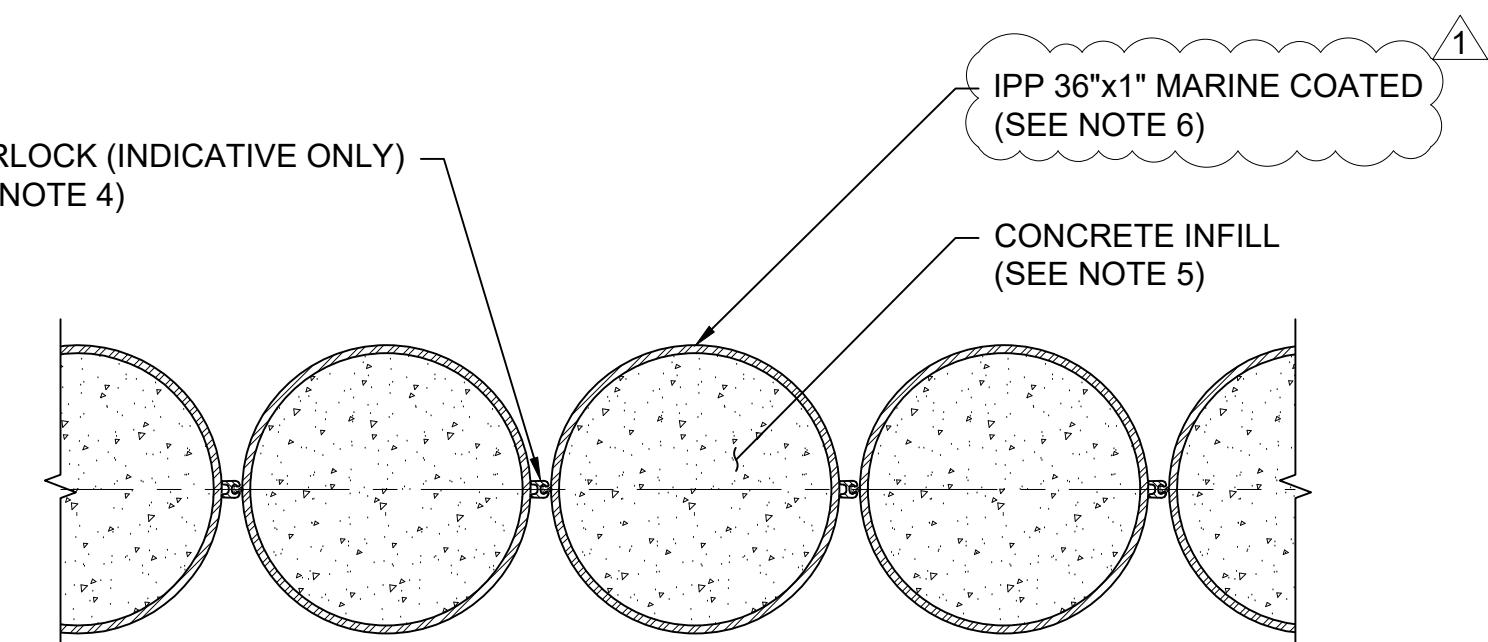
**APPENDIX B - CONTRACT DRAWINGS**

- **Revised O27-ST-104 (Sheet 207 of 770)**



## NOTES

1. THE INSTALLATION OF INTERLOCKING PIPE PILE (IPP) TEMPLATES SHALL PROTECT THE STABILITY OF THE EXISTING SUBSTATION FACILITY (BY NORTHERN END OF WEST RIVER WALL), THE EXISTING CONCRETE WALL, THE EXISTING O27 OUTFALL (BY EASTERN END OF EAST RIVER WALL), AND THE OVERALL RIVERBANK ALONG THE ENTIRE LENGTH OF THE RIVER WALL.
2. PRIOR TO THE IPP TEMPLATE INSTALLATION, THE GEOTECHNICAL INSTRUMENTATION ON THE EXISTING STRUCTURES IN NOTE 1 SHALL HAVE BEEN INSTALLED, BASELINE READINGS TAKEN, AND MONITORING CONDUCTED IN ACCORDANCE WITH CONTRACT DOCUMENTS. ONCE IPP WALL IS FULLY COMPLETED, THE GEOTECHNICAL INSTRUMENTATION ON THE NEWLY INSTALLED WALL IPP SHALL BE INSTALLED, BASELINE READINGS TAKEN, AND MONITORING CONDUCTED IN ACCORDANCE WITH CONTRACT DOCUMENTS.
3. REFER TO THE GBR FOR BASELINE TOP OF ROCK ELEVATIONS. IPP INTERLOCKS SHALL EXTEND INTO ROCK TO THE INDICATED DESIGN TIP ELEVATION.
4. THE INTERLOCKS SHALL BE CONTRACTOR'S DESIGN BASED ON THE ADOPTED MEANS AND METHODS OF IPP INSTALLATION. THE DESIGN OF THE INTERLOCKING ELEMENTS SHALL MEET THE REQUIREMENTS OF CONTRACT SPECIFICATIONS.
5. ALL RIVER WALL IPPS SHALL BE TRIMMED EVENLY TO THE INDICATED DESIGN TOP ELEVATION AND INFILLED WITH CONCRETE ACROSS THE FULL DESIGN HEIGHT OF THE PILES. THE O27-OF IPPS SHALL BE INFILLED WITH CONCRETE TO THE INDICATED ELEVATIONS ALONG THE FOUR SIDES AS SHOWN ON SHEETS O27-ST-102 AND O27-ST-103 AND TRIMMED EVENLY TO THE INDICATED DESIGN ELEVATIONS SHOWN ON THESE SHEETS AFTER COMPLETION OF THE OUTFALL CONSTRUCTION. SURCHARGE LOADS SHALL BE KEPT A DISTANCE (TO BE DETERMINED BY THE CONTRACTOR) AWAY FROM THE INSTALLED IPPS PRIOR TO CONCRETE INFILLING AND THE INFILLED CONCRETE ACHIEVING EIGHTY (80) PERCENT OF ITS DESIGN STRENGTH.
6. COAT ALL IPPS FOR THE PERMANENT RIVERWALL (EXCLUDING OUTFALL SOE IPPS) ACCORDING TO SPECIFICATION SECTION 35 97 13 - MARINE COATING.



## DETAIL

SCALE: 1/2" = 1'-0" O27-ST-101

2 0 2 4  
SCALE IN FEET  
SCALE: 1/2" = 1'-0"

8 0 8 16  
SCALE IN FEET  
SCALE: 1/8" = 1'-0"

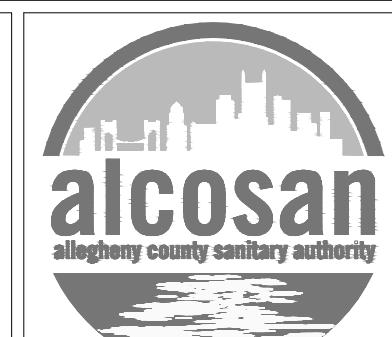
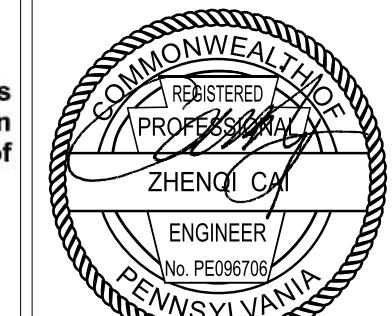
Designed by:		REVISION		
SE/BJD	SE/BJD	REV No.	DATE	DESCRIPTION
		1	1/30/26	REVISION FOR ADDENDUM 13
				APPV
				ZC

**M**  
MOTT  
MACDONALD

Two Allegheny Center  
Nova Tower 2, Suite 1301  
Pittsburgh, PA 15212  
(412) 497 - 2900



Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation.  
Pennsylvania One Call System Serial Number  
FINAL DESIGN TICKET # 2025040207



ARLETTA SCOTT WILLIAMS  
EXECUTIVE DIRECTOR, ALCOSAN  
3300 PREBLE AVE.  
PITTSBURGH, PA 15233  
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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)  
OHIO RIVER TUNNEL (ORT)

O27-ST-104  
ORT-O27 RIVER WALL PROFILES  
SHEET 1 OF 2

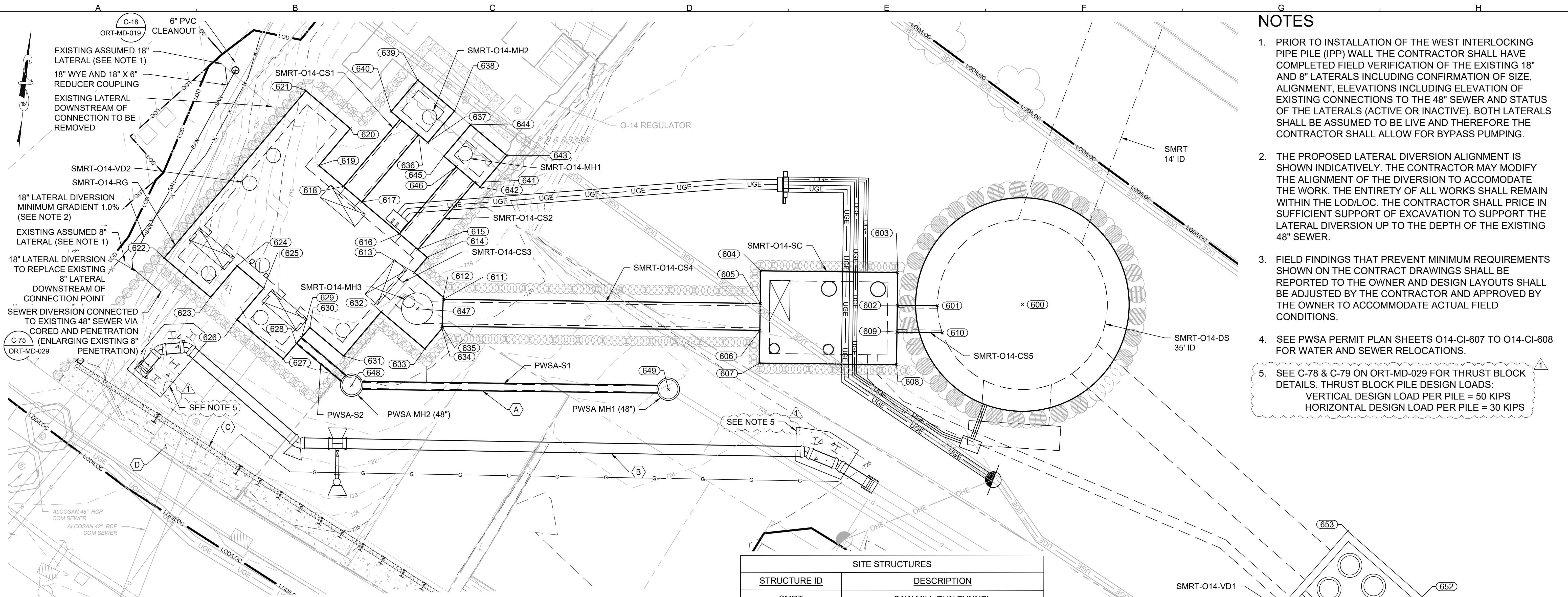
Contract:	1797
File:	O27-ST-104.dwg
Date:	07/30/2025
Sheet:	207 OF 770

**Addendum No. 13**

**Attachment E**

**APPENDIX B - CONTRACT DRAWINGS**

- **Revised O14-CI-604 (Sheet 523 of 770)**



CONTROL POINTS											
POINT NO.	NORTHING	EASTING									
600	412775.32	1334909.15	614	412772.31	1334786.18	628	412751.86	1334761.20	642	412787.85	1334795.52
601	412773.27	1334891.77	615	412773.73	1334784.10	629	412753.20	1334762.12	643	412794.87	1334800.32
602	412772.52	1334883.53	616	412776.53	1334780.01	630	412755.42	1334763.63	644	412800.39	1334792.23
603	412779.22	1334882.92	617	412782.27	1334771.60	631	412750.30	1334771.13	645	412793.37	1334787.44
604	412776.66	1334854.78	618	412785.06	1334767.50	632	412760.16	1334777.89	646	412791.47	1334790.21
605	412769.95	1334855.40	619	412788.80	1334762.03	633	412753.51	1334787.63	647	412761.55	1334785.24
606	412764.44	1334855.90	620	412797.06	1334767.66	634	412758.03	1334790.72	648	412744.48	1334773.44
607	412757.73	1334856.51	621	412803.82	1334757.75	635	412758.49	1334790.69	649	412750.41	1334838.40
608	412760.30	1334884.64	622	412766.54	1334732.30	636	412797.21	1334781.80	650	412708.87	1334978.00
609	412767.00	1334884.03	623	412759.50	1334742.63	637	412795.82	1334783.85	651	412710.52	1334987.76
610	412767.85	1334893.32	624	412766.49	1334747.40	638	412802.84	1334788.64	652	412723.96	1334997.34
611	412764.02	1334790.36	625	412762.46	1334753.31	639	412808.43	1334780.45	653	412735.85	1334980.64
612	412764.48	1334790.33	626	412755.47	1334748.53	640	412801.41	1334775.66	654	412716.71	1334967.01
613	412768.90	1334783.86	627	412748.42	1334758.86	641	412788.68	1334794.31			

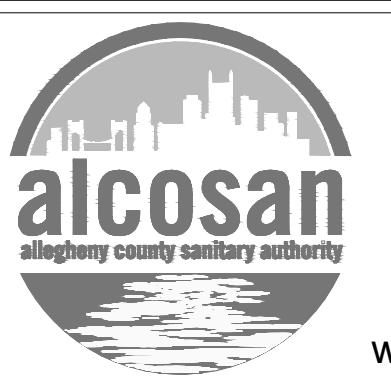
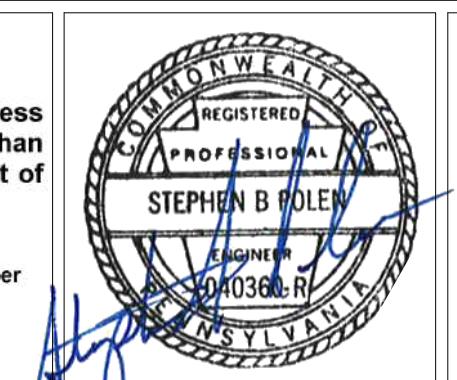
Designed by:	JRL
Drawn by:	MJN
Checked by:	DLM

REVISION			
REV No.	DATE	DESCRIPTION	APPV
1	1/30/26	REVISION FOR ADDENDUM 13	ZC

**M**  
**MOTT**  
**MACDONALD**



Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation.  
Pennsylvania One Call System Serial Number  
FINAL DESIGN TICKET # 2025040207



ARLETTA SCOTT WILLIAMS  
EXECUTIVE DIRECTOR, ALCOSAN  
3300 PREBLE AVE.  
PITTSBURGH, PA 15233  
(412) 766 - 4810  
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)  
OHIO RIVER TUNNEL (ORT)  
O14-CI-604  
ENLARGED SITE PLAN  
DURING CONSTRUCTION

Contract: 1797  
File: O14-CI-604.dwg  
Date: 07/30/2025  
Sheet: 523 OF 770

## NOTES

- PRIOR TO INSTALLATION OF THE WEST INTERLOCKING PIPE PILE (IPP) WALL THE CONTRACTOR SHALL HAVE COMPLETED FIELD VERIFICATION OF THE EXISTING 18" AND 8" LATERALS INCLUDING CONFIRMATION OF SIZE, ALIGNMENT, ELEVATIONS INCLUDING ELEVATION OF EXISTING CONNECTIONS TO THE 48" SEWER AND STATUS OF THE LATERALS (ACTIVE OR INACTIVE). BOTH LATERALS SHALL BE ASSUMED TO BE LIVE AND THEREFORE THE CONTRACTOR SHALL ALLOW FOR BYPASS PUMPING.
- THE PROPOSED LATERAL DIVERSION ALIGNMENT IS SHOWN INDICATIVELY. THE CONTRACTOR MAY MODIFY THE ALIGNMENT OF THE DIVERSION TO ACCOMMODATE THE WORK. THE ENTIRETY OF ALL WORKS SHALL REMAIN WITHIN THE LOD/LOC. THE CONTRACTOR SHALL PRICE IN SUFFICIENT SUPPORT OF EXCAVATION TO SUPPORT THE LATERAL DIVERSION UP TO THE DEPTH OF THE EXISTING 48" SEWER.
- FIELD FINDINGS THAT PREVENT MINIMUM REQUIREMENTS SHOWN ON THE CONTRACT DRAWINGS SHALL BE REPORTED TO THE OWNER AND DESIGN LAYOUTS SHALL BE ADJUSTED BY THE CONTRACTOR AND APPROVED BY THE OWNER TO ACCOMMODATE ACTUAL FIELD CONDITIONS.
- SEE PWSA PERMIT PLAN SHEETS O14-CI-607 TO O14-CI-608 FOR WATER AND SEWER RELOCATIONS.
- SEE C-78 & C-79 ON ORT-MD-029 FOR THRUST BLOCK DETAILS. THRUST BLOCK PILE DESIGN LOADS:  
VERTICAL DESIGN LOAD PER PILE = 50 KIPS  
HORIZONTAL DESIGN LOAD PER PILE = 30 KIPS

## KEY NOTES:

- (A) RELOCATED 15" SEWER AND MANHOLES. SEE NOTE 4
- (B) RELOCATED 24" WATER MAIN, SERVICE LINES, AND HYDRANT. SEE NOTE 4
- (C) PERMANENT WALL. SEE SHEETS O14-ST-600 TO O14-ST-603.
- (D) BACKFILL (CLASS II CELLULAR CONCRETE.)

10 0 10 20  
SCALE IN FEET  
SCALE 1" = 10'

**Addendum No. 13**

**Attachment F**

**CONTRACT DOCUMENTS**

**ARTICLE 6**

- **Bureau of Labor Law Compliance - Prevailing Wages Project Rates**

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project Name:	Ohio River Tunnel
General Description:	Approx. 5 miles of deep combined sewage tunnel and associated drop shafts and near surface features.
Project Locality	City of Pittsburgh & Borough o
Awarding Agency:	ALCOSAN
Contract Award Date:	4/16/2026
Serial Number:	26-00465
Project Classification:	Heavy/Highway
Determination Date:	1/20/2026
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Allegheny County

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project: 26-00465 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2024		\$43.40	\$29.51	\$72.91
Asbestos & Insulation Workers	8/1/2025		\$45.10	\$30.31	\$75.41
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	6/1/2025		\$41.50	\$26.09	\$67.59
Bricklayer	12/1/2025		\$42.00	\$26.59	\$68.59
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$41.49	\$19.93	\$61.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		\$43.34	\$19.93	\$63.27
Cement Masons	7/1/2024		\$34.57	\$25.09	\$59.66
Cement Masons	6/1/2025		\$35.52	\$25.64	\$61.16
Drywall Finisher	6/1/2024		\$34.01	\$24.63	\$58.64
Drywall Finisher	6/1/2025		\$35.16	\$25.98	\$61.14
Electricians & Telecommunications Installation Technician	12/27/2024		\$50.86	\$32.69	\$83.55
Electricians & Telecommunications Installation Technician	12/26/2025		\$53.11	\$33.72	\$86.83
Elevator Constructor	1/1/2025		\$61.07	\$40.05	\$101.12
Elevator Constructor	1/1/2026		\$63.71	\$40.89	\$104.60
Glazier	9/1/2024		\$37.06	\$31.89	\$68.95
Glazier	9/1/2025		\$38.70	\$33.75	\$72.45
Iron Workers	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2025		\$27.32	\$19.96	\$47.28
Laborers (Class 01 - See notes)	1/1/2026		\$27.82	\$20.46	\$48.28
Laborers (Class 02 - See notes)	1/1/2025		\$27.47	\$19.96	\$47.43
Laborers (Class 02 - See notes)	1/1/2026		\$27.97	\$20.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2025		\$30.47	\$19.96	\$50.43
Laborers (Class 03 - See notes)	1/1/2026		\$30.97	\$20.46	\$51.43
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	6/1/2024		\$41.69	\$24.39	\$66.08
Operators (Class 01 - see notes)	6/1/2025		\$42.72	\$24.79	\$67.51
Operators (Class 01 - see notes)	6/1/2026		\$43.74	\$25.29	\$69.03
Operators (Class 02 - see notes)	6/1/2024		\$35.62	\$24.39	\$60.01
Operators (Class 02 - see notes)	6/1/2025		\$36.67	\$24.79	\$61.46
Operators (Class 02 - see notes)	6/1/2026		\$37.67	\$25.29	\$62.96
Operators (Class 03 - See notes)	6/1/2024		\$32.83	\$24.39	\$57.22
Operators (Class 03 - See notes)	6/1/2025		\$33.88	\$24.79	\$58.67

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project: 26-00465 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 03 - See notes)	6/1/2026		\$34.88	\$25.29	\$60.17
Painters Class 6 (see notes)	6/1/2024		\$32.14	\$24.93	\$57.07
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2024		\$33.14	\$21.04	\$54.18
plumber	6/1/2025		\$54.95	\$25.87	\$80.82
plumber	6/1/2026		\$58.05	\$25.87	\$83.92
plumber	6/1/2027		\$61.15	\$25.87	\$87.02
Pointers, Caulkers, Cleaners	6/1/2025		\$40.66	\$21.99	\$62.65
Pointers, Caulkers, Cleaners	12/1/2025		\$41.50	\$22.50	\$64.00
Roofers	6/1/2025		\$39.91	\$20.76	\$60.67
Roofers	12/1/2025		\$41.21	\$21.46	\$62.67
Sheet Metal Workers	7/1/2024		\$43.00	\$33.96	\$76.96
Sheet Metal Workers	7/1/2025		\$45.00	\$35.16	\$80.16
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	1/1/2025		\$44.79	\$27.05	\$71.84
Sprinklerfitters	1/1/2026		\$46.14	\$28.30	\$74.44
Steamfitters	6/1/2024		\$48.15	\$29.57	\$77.72
Steamfitters	6/1/2025		\$50.20	\$31.02	\$81.22
Stone Masons	6/1/2025		\$43.60	\$24.72	\$68.32
Stone Masons	12/1/2025		\$44.10	\$25.22	\$69.32
Terrazzo Finisher	6/1/2025		\$41.73	\$19.03	\$60.76
Terrazzo Finisher	12/1/2025		\$42.75	\$19.51	\$62.26
Terrazzo Mechanics	6/1/2025		\$41.13	\$21.28	\$62.41
Terrazzo Mechanics	12/1/2025		\$42.15	\$21.76	\$63.91
Tile Finisher	6/1/2025		\$33.24	\$18.36	\$51.60
Tile Finisher	12/1/2025		\$33.99	\$18.71	\$52.70
Tile Setter	6/1/2025		\$40.15	\$22.80	\$62.95
Tile Setter	12/1/2025		\$40.80	\$23.25	\$64.05
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project: 26-00465 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2025		\$41.35	\$22.09	\$63.44
Carpenter	1/1/2026		\$42.60	\$22.84	\$65.44
Carpenter Welder	1/1/2025		\$42.85	\$22.09	\$64.94
Carpenter Welder	1/1/2026		\$44.10	\$22.84	\$66.94
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Electricians & Telecommunications Installation Technician	12/27/2024		\$51.76	\$31.80	\$83.56
Electricians & Telecommunications Installation Technician	12/26/2025		\$54.16	\$32.69	\$86.85
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
Millwright	6/1/2025		\$49.72	\$23.72	\$73.44
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
Operators (Class 01 - see notes)	1/1/2026		\$41.96	\$24.66	\$66.62
Operators (Class 02 - see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 02 - see notes)	1/1/2026		\$41.70	\$24.66	\$66.36
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 03 - See notes)	1/1/2026		\$38.05	\$24.66	\$62.71
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 04 - See notes)	1/1/2026		\$37.59	\$24.66	\$62.25
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators (Class 05 - See notes)	1/1/2026		\$37.34	\$24.66	\$62.00

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project: 26-00465 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-A	1/1/2026		\$44.96	\$24.66	\$69.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Operators Class 1-B	1/1/2026		\$43.96	\$24.66	\$68.62
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2024		\$38.09	\$24.93	\$63.02
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 3 (see notes)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2025		\$43.68	\$25.81	\$69.49
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1 (see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1 (see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41

**Addendum No. 13**

**Attachment G**

**APPENDIX A – TECHNICAL SPECIFICATIONS**

**SECTION 01 14 19, Attachment 1**

- **Attachment 1.1 – 05.1 – A48 – Recorded Partial Acquisition – 501**  
Martindale Associates, L.P. (13 pages)
- **Attachment 1.2 – 05.2 – A48 – Recorded Permanent Easements – 501**  
Martindale Associates, L.P. (13 pages)
- **Attachment 1.3 – 05.3 – A48 – Recorded Temporary Easements – 501**  
Martindale Associates, L.P. (14 pages)
- **Attachment 1.4 – 11.1 – O14 – Declaration of Taking – AMO Industries, Inc.**  
(18 pages)
- **Attachment 1.5 – 16.1 – O07 – Recorded Temporary Easement and Right of**  
Entry – Old Town Properties, L.P. (13 pages)
- **Attachment 1.6 – 19 – O27 – Recorded Quitclaim Deed – 75-J-75 – City of**  
Pittsburgh (13 pages)

Allegheny County  
 Jessica Garofolo  
 Division of Real Estate  
 Pittsburgh, PA 15219

ORT ADDENDUM 13  
 Section 01 14 19  
 Attachment 1.1  
 (13 Pages)

\*\*\* Electronically Filed Document \*\*\*

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Department of Real Estate Stamp

Document Number: 2026-115

Recorded As: ERX-DEED

NOTE-

Recorded On: January 02, 2026

TAKING

Recorded At: 02:19:14 pm

Number of Pages: 13

Book-VI/Pg: Bk-DE VI-20289 Pg-570

Recording Fee: \$200.00

Parties:

FIVE 501 MARTINDALE ASSOCIATES L P  
 ALLEGHENY COUNTY SANITARY AUTH

Receipt Number: 4541353

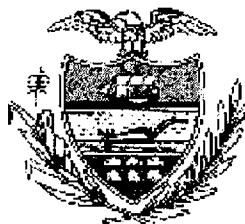
Processed By: Laura Snyder

Realty Transfer Stamp

Consideration Amt:	\$0.00	Commonwealth of Pennsylvania	\$0
Tax Code :	PITTSBURGH	Munic-Pittsburgh City of	\$0
Tax Amount:	\$0.00	School District-Pittsburgh	\$0
Ward :	22-STADIUM-ALLEGHENY CENTER-NORTHSIDE	Munic-Penalty	\$0
Stamp Num:	T99	Munic-Interest	\$0
Affidavit:	YES	School-Penalty	\$0
Exempt:	Yes	School-Interest	\$0

I hereby certify that the within and foregoing was recorded in the Division of Real Estate's Office in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***



*Jessica Garofolo*  
 Jessica Garofolo, Director  
 Sara Innamorato, County Executive

650054

DRE Certified

02-Jan-2026 02:12P\Int By: A G

Form 13 (6/24)

**Prepared By:** Babst Calland  
 Two Gateway Center, 6<sup>th</sup> Floor  
 Pittsburgh, PA 15222

**Return To:** Babst Calland  
 Two Gateway Tower, 6<sup>th</sup> Floor  
 603 Stanwix Street  
 Pittsburgh, PA 15241  
 Attn: Alyssa E. Golfieri, Esq.

Clean Water Plan Project	
Program	Regional Tunnel
Purpose	Partial Acquisition
Municipality	City of Pittsburgh, 22 <sup>nd</sup> Ward
Parcel Id Number	Being a part of 8-F-101 & 8-F-105
Property Owners	501 Martindale Associates, L.P., a Pennsylvania limited partnership



**SPECIAL WARRANTY DEED  
FEE SIMPLE**

THIS SPECIAL WARRANTY DEED (this "Deed"), dated as of the 17th day of December, 2025, effective as of the 2<sup>nd</sup> day of January, 2026 (the "Settlement Date"), by and between 501 Martindale Associates, L.P., a Pennsylvania limited partnership (whether one or more, "Seller" or "Property Owner"), and the Allegheny County Sanitary Authority, a Pennsylvania municipal authority ("ALCOSAN") (each a "Party," and together, the "Parties").

**WITNESSETH:**

WHEREAS, ALCOSAN is authorized and empowered by Subsections (d)(4), (5) and (15) of Section 5607 of the Municipality Authorities Act of June 19, 2001, P.L. 287, No. 22, 53 Pa.C.S. §§ 5601-5622, to hold or acquire by lease, purchase or condemnation any lands, rights, easements, franchises and other property, whether real, personal or mixed, deemed necessary or desirable for carrying out its purposes, including, without limitation, to construct, improve, maintain, repair and operate projects; and

WHEREAS, ALCOSAN requires a portion of two (2) parcels of real property located at 477 Martindale Street in the City of Pittsburgh, 22<sup>nd</sup> Ward, Allegheny County, Commonwealth of Pennsylvania, currently identified by the Allegheny County Department of Real Estate as Tax Parcel ID Numbers 8-F-101 and 8-F-105, being more particularly described on Exhibit "A" attached hereto and incorporated herein, being all or a portion of the same property conveyed or devised to Seller by Deed dated August 31, 2004, and recorded on September 3, 2004 at Deed Book Volume 12182, Page 563 as a result of conversion by JMS Investments, a Pennsylvania general partnership, to a Pennsylvania limited partnership under the name of 501 Martindale Associates, L.P., along with all appurtenant rights, easements, improvements, and fixtures now or hereafter located thereon or associated therewith (collectively, the "Property"), for the construction of the Clean Water Plan Project (the "Project"); and

Form 13 (6/24)

WHEREAS, Seller desires to sell the Property to ALCOSAN in lieu of condemnation.

NOW, THEREFORE, in consideration of One Million One Hundred Seventeen Thousand Six Hundred and 00/100 Dollars (\$1,117,600.00), Seller hereby grants, bargains, sells and conveys to ALCOSAN and its successors and assigns forever the Property, together with, all and singular, the improvements, fixtures, easements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever belonging or in any way appertaining to the Property, and the reversions and remainders thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of Seller, in law, equity or otherwise howsoever, of, in and to the same and every part thereof, and if applicable (if marked above and shown on **Exhibit A** hereto), the Easement(s).

SUBJECT to all prior reservations, restrictions, easements, rights-of-way and encumbrances of record.

EXCEPTING AND RESERVING unto Seller, its successors and assigns, all of Seller's right, title and interest (if any) in and to oil and gas on, in, under and that may be produced from the Property, together with all bonuses, rents, royalties and other benefits that may accrue therefrom; **provided, however**, that Seller, its successors and assigns, shall not, in regards to the oil and gas rights excepted and reserved herein, have the right to conduct any operations (whether for extraction or otherwise) on the surface of the Property or that can reasonably be expected to cause any damage or destabilization to the surface of the Property, and Seller hereby releases, for itself, its successors and assigns, any and all common law rights that Seller may have to conduct such operations to the extent that such common law rights contradict the limitations set forth herein.

Seller, for itself, its successors and assigns, hereby covenants and agrees that it will WARRANT SPECIALLY the Property hereunder.

Seller hereby remises, releases, quitclaims and forever discharges ALCOSAN and its agents and representatives of and from all suits, damages, claims and demands which Seller might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of the conveyance of the Property and, if applicable (if marked above and shown on **Exhibit A** hereto), the grant of the Easement(s), hereunder and any injury to or destruction of the subject parcel(s) through or by reason of the Project, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code.

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Form 13 (6/24)

IN WITNESS WHEREOF, Seller and ALCOSAN have executed or caused to be executed this Deed, each intending to be legally bound hereby, effective on the Settlement Date (irrespective of whether executed by any Party before, on or after the Settlement Date).

**ENTITIES\*****SELLER:**

501 Martindale Associates, L.P., a Pennsylvania limited partnership

BY: Martindale Properties, LLC, a  
Pennsylvania limited liability company,  
Its: General Partner

BY Merrill P. Stabile

Name: Merrill P. Stabile

Title: Manager

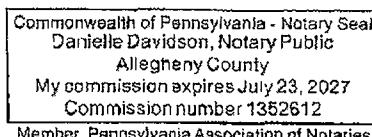
**ENTITY**STATE OF PennsylvaniaCOUNTY OF Allegheny

On this 23<sup>rd</sup> day of December, 2025 before me, the undersigned officer, personally appeared Merrill P. Stabile, who acknowledged [him/herself to be the Manager] of Martindale Properties, LLC, and that as such officer/in such capacity, being authorized to do so, executed such instrument, by signing on behalf thereof as such officer/in such capacity, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

Danielle Davidson [Signature]  
Notary Public  
[Seal]

the general  
partner of  
501 Martindale  
Associates, L.P  
a Pennsylvania  
limited partnership



## Form 13 (6/24)

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 16, P.L. 874, NO. 156 §1.

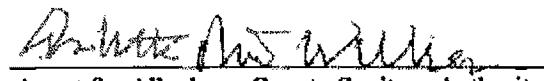
**ALLEGHENY COUNTY SANITARY  
AUTHORITY**

BY:   
Name: Arietta Scott Williams  
Title: Executive Director

**Certificate of Residence**

I do hereby certify that the <b>TAX BILL MAILING ADDRESS</b> of the within named Grantee is:	I do hereby certify that the <b>OWNER ADDRESS</b> of the within named Grantee is:
Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233	Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233

Witness my hand this 17<sup>th</sup> day of December, 2025

  
Agent for Allegheny County Sanitary Authority

Form 13 (6/24)

EXHIBIT A  
TO SPECIAL WARRANTY DEED

DESCRIPTION/DEPICTION OF PROPERTY

[See Attachment.]

### Legal Description

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at a corner on the easterly property line of 501 Martindale Associates, L.P.

Thence from said point of beginning along the easterly property line of 501 Martindale Associates, L.P. South  $12^{\circ}14'23''$  East a distance of 52.75' to a point at the intersection of the easterly property line of 501 Martindale Associates, L.P. and the Fee Acquisition line;

Thence through the lands of 501 Martindale Associates, L.P. along the Fee Acquisition line South  $56^{\circ}09'56''$  West a distance of 97.23' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the Fee Acquisition line North  $10^{\circ}49'56''$  West a distance of 58.83' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the Fee Acquisition line North  $79^{\circ}27'18''$  East a distance of 10.77' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the Fee Acquisition line North  $11^{\circ}59'30''$  West a distance of 76.98' to a point at the intersection of the Fee Acquisition line and the northerly property line of 501 Martindale Associates, L.P.;

Thence along the northerly property line of 501 Martindale Associates, L.P. South  $71^{\circ}09'23''$  East a distance of 90.92' to a point, at the place of beginning.

Containing within said bounds 7,810 Square Feet, or 0.179 Acre of land.

### **Part of Block and Lot Nos. 8-F-101 and 8-F-105**

BEING a part of the same parcels of land which 501 Martindale Associates, L.P., a Pennsylvania limited partnership successor to JMS Investments, a Pennsylvania general partnership, by Deed dated August 31, 2004 and recorded September 3, 2004 in the Department of Real Estate of Allegheny County in Deed Book Volume 12182, Page 563 granted and conveyed unto 501 Martindale Associates, L.P., a Pennsylvania limited partnership.

OFFICIAL

**ALLEGHENY COUNTY SANITARY AUTHORITY  
RESOLUTION NO. 2025-2-01**

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING PAYMENT OF THE PURCHASE PRICE IN LIEU OF CONDEMNATION FOR ALL OR A PORTION OF THREE PARCELS OF REAL ESTATE, IDENTIFIED AS BLOCK AND LOT NOS. 8-F-101, 8-F-105, AND 8-F-118, NOW OR FORMERLY OWNED BY 501 MARTINDALE ASSOCIATES, LP.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through eminent domain and purchase;

WHEREAS, in order to meet its mission to provide cost effective, customer oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, the Authority has identified three parcels of real property that, in the judgment of the Authority's engineers and other representatives, and in connection with other property that has been or will be acquired, is necessary, in whole or part, for the Authority to acquire permanent and temporary real estate interests for the purpose of constructing infrastructure to address combined sewer overflows pursuant to the Clean Water Plan; said parcels are identified in the records of the Allegheny County Assessment Office as Block and Lot Nos. 8-F-10, 8-F-105, and 8-F-118, situate in the City of Pittsburgh, 22<sup>nd</sup> Ward (the "Subject Parcels");

WHEREAS, the real estate interests that the Authority needs to acquire in the Subject Parcels in furtherance of the Clean Water Plan construction activities is a (i) temporary construction easement over a portion of the Subject Parcels, the use of which is required for five (5) years, (ii) permanent access easement over a portion of the Subject Parcels, a majority of which is located within the vacated portion of Martindale Street, which ownership to the centerline reverted back to 501 Martindale Associates, LP by operation of law at the time of vacation, and (iii) fee acquisition over a portion of the Subject Parcels, all of which are more particularly depicted in the Plat Plan attached as **Exhibit A** (the "Subject Property Interests");

WHEREAS, on January 23, 2025, the Authority's Board of Directors authorized the condemnation, or purchase in lieu thereof, of the Subject Property Interests by and through passage of Resolution 2025-1-06; and

WHEREAS, the Authority, by and through its agents, reached an agreement with the current owner of the Subject Parcels as to the fair value of the Subject Property Interests.

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

**Section 1.** The Authority, pursuant to the Act, hereby approves the payment of, and directs proper Authority officials to pay, the purchase price in lieu of condemnation in the amount of One Million Three Hundred Twenty-Three Thousand Four Hundred and 00/100 Dollars (\$1,323,400.00) to 501 Martindale Associates, LP, plus closing and other costs related thereto according to customary practice in Pennsylvania.

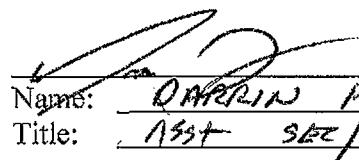
**Section 2.** It is the intention of the Authority that the sections, subsections, paragraphs, sentences and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

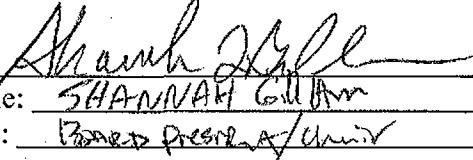
**Section 3.** This Resolution shall take effect immediately.

**RESOLVED** and **ADOPTED** this 27<sup>th</sup> day of February, 2025, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

ALLEGHENY COUNTY SANITARY AUTHORITY

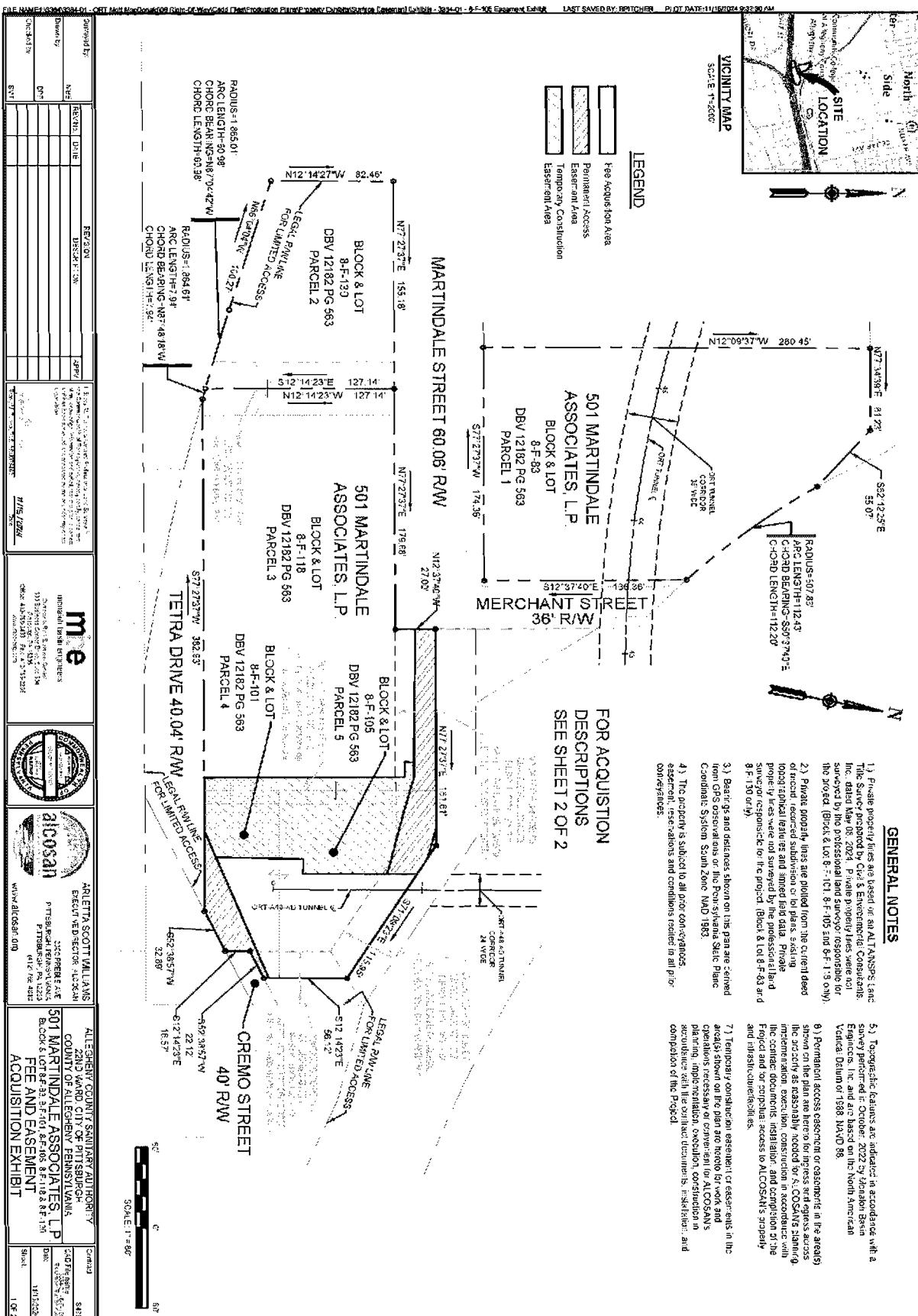
  
Name: DARREN KELLY  
Title: 1534 - SEC/MSD

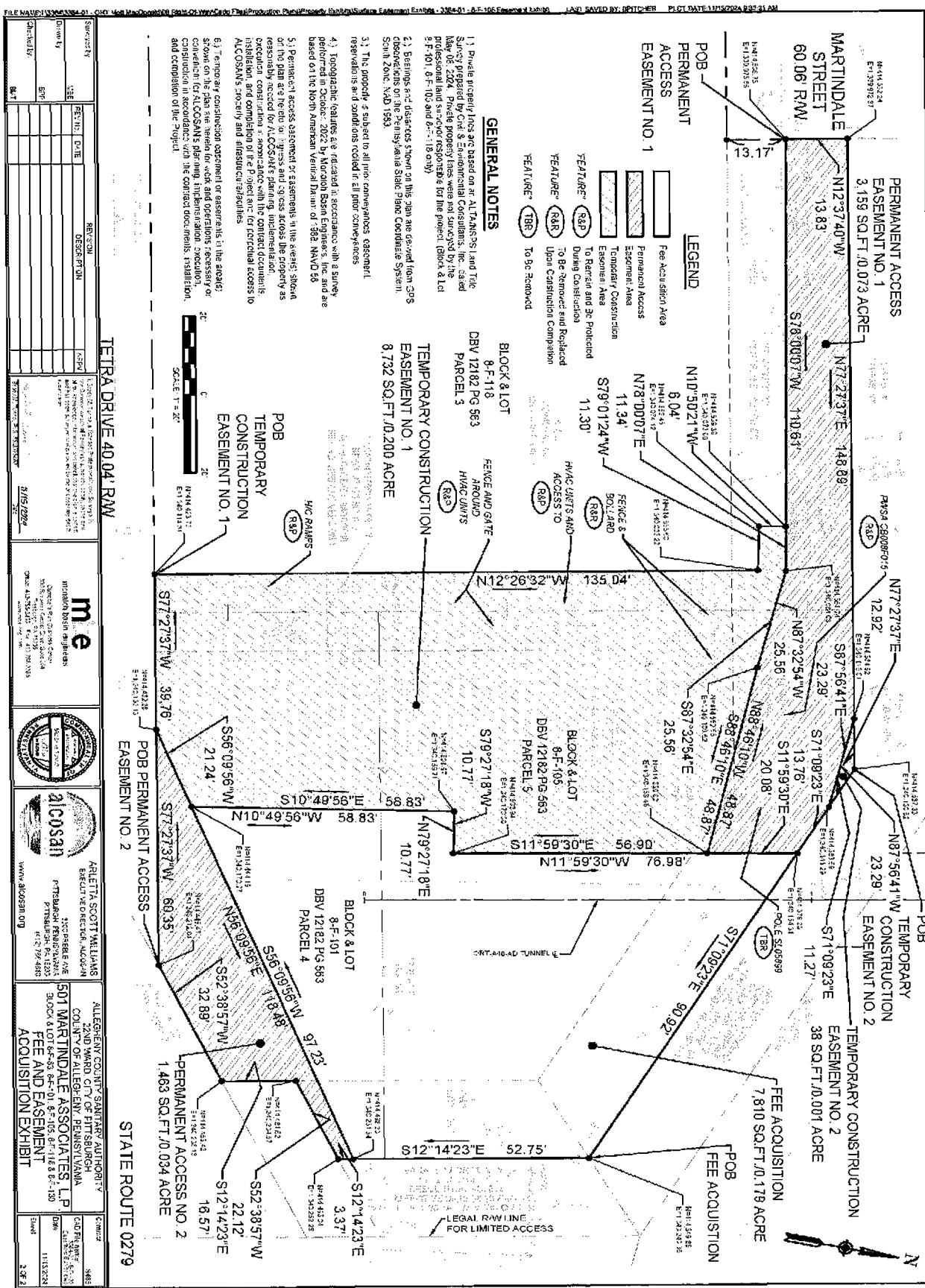
By:   
Name: HANNAH GILLIAM  
Title: Board President/Chair

(Seal)

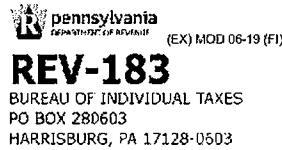
**EXHIBIT A**

**PLAT PLAN**





20289



1830019105

RECODER'S USE ONLY

State Tax Paid: 570

Book: Page:

Instrument Number:

Date Recorded:

01022026

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**  
COMPLETE EACH SECTION

<b>SECTION I</b>		<b>TRANSFER DATA</b>						
Date of Acceptance of Document 1/2/2026								
Grantor(s)/Lessor(s) 501 Martindale Associates, L.P.		Telephone Number (412) 323-4455		Grantee(s)/Lessee(s) Allegheny County Sanitary Authority		Telephone Number (412) 766-4810		
Mailing Address 501 Martindale St.			Mailing Address 3300 Preble Ave.					
City Pittsburgh		State PA	ZIP Code 15212	City Pittsburgh		State PA	ZIP Code 15233	
<b>SECTION II</b>		<b>REAL ESTATE LOCATION</b>						
Street Address 477 Martindale St			City, Township, Borough Pittsburgh, 22nd Ward					
County Allegheny		School District Pittsburgh			Tax Parcel Number Portion of 8-F-101 & 8-F-105			

<b>SECTION III</b>								<b>VALUATION DATA</b>	
Was transaction part of an assignment or relocation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
1. Actual Cash Consideration 1,117,600.00		2. Other Consideration + 0.00		3. Total Consideration = 1,117,600.00					
4. County Assessed Value 15,900.00		5. Common Level Ratio Factor x 1.99		6. Computed Value = 31,641.00					

<b>SECTION IV</b>								<b>EXEMPTION DATA</b> - Refer to instructions for exemption status.		
1a. Amount of Exemption Claimed \$ 1,117,600.00			1b. Percentage of Grantor's Interest in Real Estate 100 %			1c. Percentage of Grantor's Interest Conveyed 100 %				
2. Fill in the Appropriate Oval Below for Exemption Claimed.										
<input type="checkbox"/> Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number) <input type="checkbox"/> Transfer to a trust. (Attach complete copy of trust agreement and all amendments.) <input type="checkbox"/> Transfer from a trust. (Attach complete copy of trust agreement and all amendments.) <input type="checkbox"/> Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.) <input type="checkbox"/> Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.) <input type="checkbox"/> Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.) <input type="checkbox"/> Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.) <input type="checkbox"/> Statutory corporate consolidation, merger or division. (Attach copy of articles.) <input checked="" type="checkbox"/> Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.) Transfer is a Deed delivered to a PA municipal authority, clothed with the power of eminent domain, in lieu of condemnation. On February 27, 2025, Grantee passed Resolution 2025-02-01 authorizing the condemnation of the subject properties. Please see attached.										

<b>SECTION V</b>								<b>CORRESPONDENT INFORMATION</b> - All inquiries may be directed to the following person:		
Name Audra E. Hutter								Telephone Number (412) 394-5400		
Mailing Address Two Gateway Center, Floor 6				City Pittsburgh			State PA ZIP Code 15222			
Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.										
Signature of Correspondent or Responsible Party								Date 1/2/2026		

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

Allegheny County  
Jessica Garofolo  
Division of Real Estate  
Pittsburgh, PA 15219

ORT ADDENDUM 13  
Section 01 14 19  
Attachment 1.2  
(13 Pages)

\*\*\* Electronically Filed Document \*\*\*

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Department of Real Estate Stamp

Document Number: 2026-116

Recorded As: ERX-DEED AGREEMENT

Recorded On: January 02, 2026

Recorded At: 02:26:12 pm

Number of Pages: 13

Book-VI/Pg: Bk-DE VI-20289 Pg-583

Recording Fee: \$200.00

Parties:

FIVE 501 MARTINDALE ASSOCIATES L P  
ALLEGHENY COUNTY SANITARY AUTH

Receipt Number: 4541353

Processed By: Laura Snyder

NOTE-

TAKING

I hereby certify that the within and foregoing was recorded in the Division of Real Estate's Office in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***



Jessica Garofolo  
Jessica Garofolo, Director  
Sara Innamorato, County Executive

650055

DRE Certified

02-Jan-2026 02:12P\Int By: A G

Form 12 (7/24)

**Prepared By:** ALROWS, LLC  
 961 Old 6<sup>th</sup> Avenue Road  
 Altoona, PA 16601

**Return To:** Babst Calland  
 c/o Alyssa E. Golfieri, Esq.  
 Two Gateway Center  
 603 Stanwix Street  
 Pittsburgh, PA 15222

**Site Location:** Block & Lots 8-F-101, 8-F-105, and 8-F-118; 477 Martindale Street & 501-503 Martindale Street

Clean Water Plan Project	
Program	Regional Tunnel
Purpose	Partial Acquisition
Municipality	City of Pittsburgh
Parcel ID Number	8-F-101, 8-F-105, 8-F-118
Property Owner/Grantor	501 Martindale Associates, L.P., a Pennsylvania limited partnership



## EASEMENT

THIS EASEMENT (this “Easement”), made this 7th day of July, 2025, effective as of the 2<sup>nd</sup> day of January, 2026 (the “Settlement Date”), by and between 501 Martindale Associates, L.P., a Pennsylvania limited partnership (whether one or more, “Grantor”), and the Allegheny County Sanitary Authority, a Pennsylvania municipal authority (“Grantee”) (each a “Party,” and together, the “Parties”).

### WITNESSETH:

WHEREAS, Grantee is authorized and empowered by Subsections (d)(4), (5) and (15) of Section 5607 of the Municipality Authorities Act of June 19, 2001, P.L. 287, No. 22, 53 Pa.C.S. §§ 5601-5622, to hold or acquire by lease, purchase or condemnation any lands, rights, easements, franchises and other property, whether real, personal or mixed, deemed necessary or desirable for carrying out its purposes, including, without limitation, to construct, improve, maintain, repair and operate projects; and

WHEREAS, in connection with Grantee’s development of the Clean Water Plan Project (the “Project”), Grantee requires permanent non-exclusive access easements in the areas shown on the plan attached as **Exhibit A** hereto for the purposes specified therein (as applicable, the “Easements,” and the area(s) encompassed therein, the “Easement Areas”), over a portion of three (3) parcels of real property located at 477 Martindale Street and 501-503 Martindale Street in the City of Pittsburgh, 22<sup>nd</sup> Ward, Allegheny County, Commonwealth of Pennsylvania, currently identified by the Allegheny County Department of Real Estate as Tax Parcel ID Numbers 8-F-101, 8-F-105, and 8-F-118, (collectively, the “Property”), being more particularly described on **Exhibit “A”** attached hereto and incorporated herein, being all or a portion of the same property conveyed or devised to Seller by Deed dated August 31, 2004, and recorded on September 3, 2004 at Deed Book Volume 12182, Page 563 as a result of conversion by JMS Investments, a Pennsylvania general partnership, to a Pennsylvania limited partnership under the name of 501 Martindale Associates, L.P., and in lieu of condemnation thereof, Grantor desires to grant the Easements to Grantee.

## Form 12 (7/24)

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which Grantor acknowledges, Grantor hereby grants, bargains, sells and conveys the Easements to Grantee and its successors and assigns forever for the purposes of, including, without limitation, constructing, replacing, modifying, repairing, improving, operating and/or maintaining the Project, and all appurtenances or parts thereunto pertaining.

If applicable given the nature of the Easements, Grantee shall have the right to remove any obstacles located in the Easement Areas that unreasonably interfere with its use and enjoyment of the Easement Areas.

Grantee shall have the right to cut back or otherwise manage (through such means as Grantee may deem warranted) such foliage in the Easement Areas as may interfere with Grantee's use and enjoyment of the Easement Area.

To the extent that Grantee's use of the access rights granted herein within the Easement Area causes any damage to the Property, Grantee shall reasonably restore the affected portions of the Property to substantially its previous condition, including, but not limited to, the installation and/or reconstruction of all improvements, asphalt pavement, concrete, pavement markings, parking areas, and landscaping.

Grantee shall obtain all necessary federal, state and local permits, licenses and other authorizations required for its activities and operations in the Easement Areas hereunder, and Grantee shall comply with all federal, state and local laws applicable to its activities and operations in the Easement Areas hereunder.

Grantee shall be solely responsible for, and shall pay on a timely basis when due, all costs and expenses associated with its activities in the Easement Areas hereunder. It is expressly understood and agreed that, notwithstanding anything to the contrary herein or at applicable law, Grantor shall have no duty to make repairs, replacement, or alterations or perform any maintenance with respect to the Project or incur any costs or liabilities associated with the same, all of which shall be the sole and exclusive responsibility of the Grantee.

Grantee hereby agrees that it shall indemnify, defend, and hold harmless Grantor for any and all losses, costs, damages, expenses, including, without limitation, attorneys' fees, and any other liability Grantor may actually suffer as a direct result of Grantee's use of the Easement Areas granted herein, except to the extent caused by the negligence or willful misconduct of the Grantor.

Grantor, for itself, its successors and assigns, hereby reserves the right to freely use and enjoy its interests in the Easement Areas insofar as the exercise thereof does not endanger or interfere with Grantee's construction, modification, operation, maintenance, repair, and replacement of the Project.

Grantor, for itself, its successors and assigns, hereby covenants and agrees that it will WARRANT SPECIALLY the Property hereunder.

Grantor hereby remises, releases, quitclaims and forever discharges Grantee and its agents and representatives of and from all suits, damages, claims and demands which Grantor might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of the grant of the Easement(s) hereunder and any injury to or destruction of the Easement Area(s) through or by reason of the Project, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that (a) if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code, and (b) the foregoing release shall not be deemed to constitute a waiver of Grantor's right to restoration of the Easement Area(s) following construction as provided herein.

## Form 12 (7/24)

This Easement may only be amended by an instrument in writing signed by both Parties. Except as expressly provided in this Easement, no waiver by any Party of any provision of or right under this Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of or right under this Easement shall constitute a waiver of any other provision of or right hereunder, nor shall any waiver be a continuing waiver.

This Easement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

This Easement (including the prefatory clauses hereof and the exhibits hereto, all of which are fully incorporated herein) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, shall be binding upon and inure to the benefit of each Party and its heirs, executors, administrators, successors and assigns, and shall constitute a covenant running with the land of the Property.

This Easement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Page to Follow]*

Form 12 (7/24)

IN WITNESS WHEREOF, Grantor and Grantee have executed or caused to be executed this Easement, each intending to be legally bound hereby, effective on the Settlement Date (irrespective of whether executed by any Party before, on or after the Settlement Date).

**501 MARTINDALE ASSOCIATES, L.P.,**  
a Pennsylvania limited partnership

By: Martindale Properties, LLC, a  
Pennsylvania limited liability company  
Its: General Partner

BY Merrill P. Stabile  
Name: Merrill P. Stabile  
Title: Manager

**ENTITY**

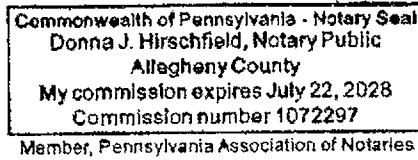
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

On this 7<sup>th</sup> day of July, 2025, before me, the undersigned officer, personally appeared Merrill P. Stabile, who acknowledged him/herself to be the Manager of Martindale Properties, LLC, being the general partner of 501 Martindale Associates, L.P., and that as such officer/in such capacity, being authorized to do so, executed such instrument, by signing on behalf thereof as such officer/in such capacity, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

Donna J. Hirschfield [Signature]  
Notary Public

[Seal]



Member, Pennsylvania Association of Notaries

Form 12 (7/24)

ALLEGHENY COUNTY SANITARY  
AUTHORITY

BY: Arletta Scott Williams  
 Name: Arletta Scott Williams  
 Title: Executive Director

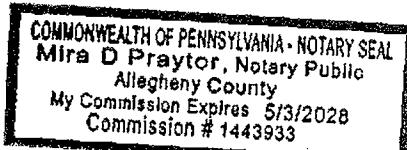
COMMONWEALTH OF PENNSYLVANIA  
 COUNTY OF ALLEGHENY

On this 7<sup>th</sup> day of August, 2025, before me, the undersigned officer, personally appeared Arletta Scott Williams, who acknowledged herself to be the Executive Director of the Allegheny County Sanitary Authority, and that as such officer, being authorized to do so, executed such instrument, by signing on behalf of such Authority as such officer, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

Mira D. Praytor [Signature]  
 Notary Public

[Seal]



## Certificate of Residence

I do hereby certify that the <u>TAX BILL MAILING ADDRESS</u> of the within named Grantee is:	I do hereby certify that the <u>OWNER ADDRESS</u> of the within named Grantee is:
Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233	Allegheny County Sanitary Authority 3300 Preble Avenue Pittsburgh, PA 15233

Witness my hand this 7<sup>th</sup> day of August, 2025.

Arletta Scott Williams  
 Agent for Allegheny County Sanitary Authority

Form 12 (7/24)

EXHIBIT A  
TO EASEMENT

DESCRIPTION/DEPICTION OF PROPERTY, EASEMENTS AND EASEMENT AREAS

[See Attachment.]



**Fee And Easement Acquisition**  
**Parcel ID: 8-F-83 / 8-F-101 / 8-F-105 / 8-F-118 / 8-F-130**  
**Page 1 of 3**

**Permanent Access Easement No. 1**

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the easterly line of Martindale Street (60.06' wide) and the southerly line of the Permanent Access Easement, said point being distant 13.17' from the intersection of the southerly line of Martindale Street and the easterly line of Martindale Street.

Thence from said point of beginning along the easterly line of Martindale Street North 12°37'40" West a distance of 13.83' to a point at the intersection of the easterly line of Martindale Street and the northerly property line of 501 Martindale Associates, L.P.;

Thence along the northerly property line of 501 Martindale Associates, L.P. North 77°27'37" East a distance of 148.69' to a point at the intersection of the northerly property line of 501 Martindale Associates, L.P. and the northerly line of the Permanent Access Easement;

Thence through the lands of 501 Martindale Associates, L.P. along the northerly line of the Permanent Access Easement South 87°56'41" East a distance of 23.29' to a point at the intersection of the northerly line of the Permanent Access Easement and the northerly property line of 501 Martindale Associates, L.P.;

Thence along the northerly property line of 501 Martindale Associates, L.P. South 71°09'23" East a distance of 13.76' to a point at the intersection of the northerly property line of 501 Martindale Associates, L.P. and the easterly line of the Permanent Access Easement;

Thence through the lands of 501 Martindale Associates, L.P. along the easterly line of the Permanent Access Easement South 11°59'30" East a distance of 20.08' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the southerly line of the Permanent Access Easement North 88°46'10" West a distance of 48.87' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the southerly line of the Permanent Access Easement North 87°32'54" West a distance of 25.56' to a point;

Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205                    412-788-2433

I:\3364\3364-01 - DRT Mott MacDonald\06 Right-Of-Way\Legal Descriptions\Surface Easement Exhibits\3364-01 - 8-F-83 - 8-F-101 - 8-F-105 - 8-F-118 - 8-F-130 (Access Easement Descriptions).docx

July 28, 2025



**Fee And Easement Acquisition**

**Parcel ID: 8-F-83 / 8-F-101 / 8-F-105 / 8-F-118 / 8-F-130**

**Page 2 of 3**

Thence continuing through the lands of 501 Martindale Associates, L.P. along the southerly line of the Permanent Access Easement South 78°00'07" West a distance of 110.61' to a point, at the place of beginning.

Containing within said bounds 3,159 Square Feet, or 0.073 Acre of land.

Being a part of the parcels of land that 501 Martindale Associates, L.P., successor to JMS Investments by its deed dated August 31, 2004, and recorded in Deed Book Volume 12182, Page 563 conveyed to 501 Martindale Associates, L.P.

**Permanent Access Easement No. 2**

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the northerly line of Tetra Drive, formerly Reedsdale Street (40.04' wide) and the westerly limited access line of State Route 0279.

Thence from said point of beginning along the northerly line of Tetra Drive South 77°27'37" West a distance of 60.35' to a point at the intersection of the northerly line of Tetra Drive and the northerly line of the Permanent Access Easement;

Thence through the lands of 501 Martindale Associates, L.P. along the northerly line of the Permanent Access Easement North 56°09'56" East a distance of 118.48' to a point at the intersection of the northerly line of the Permanent Access Easement and the easterly property line of 501 Martindale Associates, L.P.;

Thence along the easterly property line of 501 Martindale Associates, L.P. South 12°14'23" East a distance of 3.37' to a point at the intersection of the easterly property line of 501 Martindale Associates, L.P. and the northerly line of Cremo Street;

Thence along the northerly line of Cremo Street South 52°38'57" West a distance of 22.12' to a point at the westerly line of Cremo Street;

**Fee And Easement Acquisition****Parcel ID: 8-F-83 / 8-F-101 / 8-F-105 / 8-F-118 / 8-F-130****Page 3 of 3**

Thence along the westerly line of Cremo Street South  $12^{\circ}14'23''$  East a distance of 16.57' to a point at the intersection of the westerly line of Cremo Street and the westerly limited access line of State Route 0279;

Thence along the westerly limited access line of State Route 0279 South  $52^{\circ}38'57''$  West a distance of 32.89' to a point, at the place of beginning.

Containing within said bounds 1,463 Square Feet, or 0.034 Acre of land.

Being a part of the parcels of land that 501 Martindale Associates, L.P., successor to JMS Investments by its deed dated August 31, 2004, and recorded in Deed Book Volume 12182, Page 563 conveyed to 501 Martindale Associates, L.P.



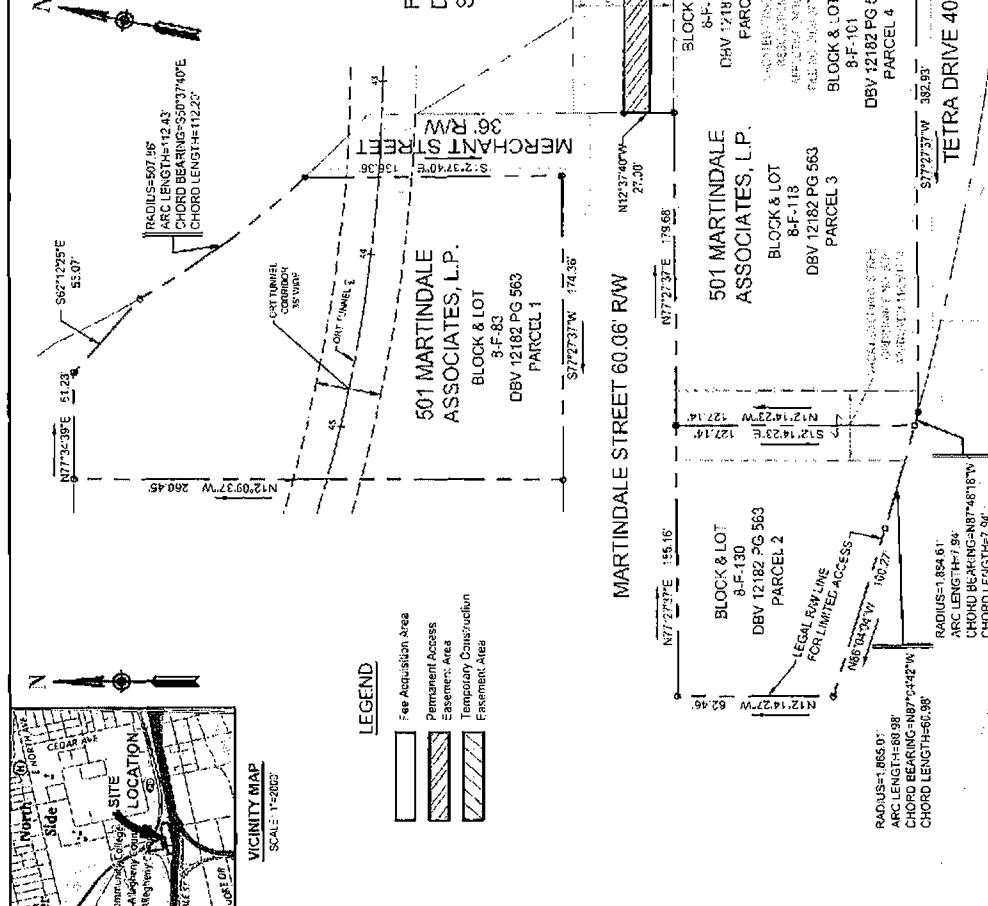
Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205 412-788-2433

I:\3364\3364-01 - DRT Mott MacDonald\06 Right-Of-Way\Legal Descriptions\Surface Easement Exhibits\3364-01 - 8-F-83 - 8-F-101 - 8-F-105 - 8-F-118 - 8-F-130 (Access Easement Descriptions).docx

July 28, 2025

## GENERAL NOTES

FOR ACQUISITION  
DESCRIPTIONS  
SEE SHEET 3 OF 2



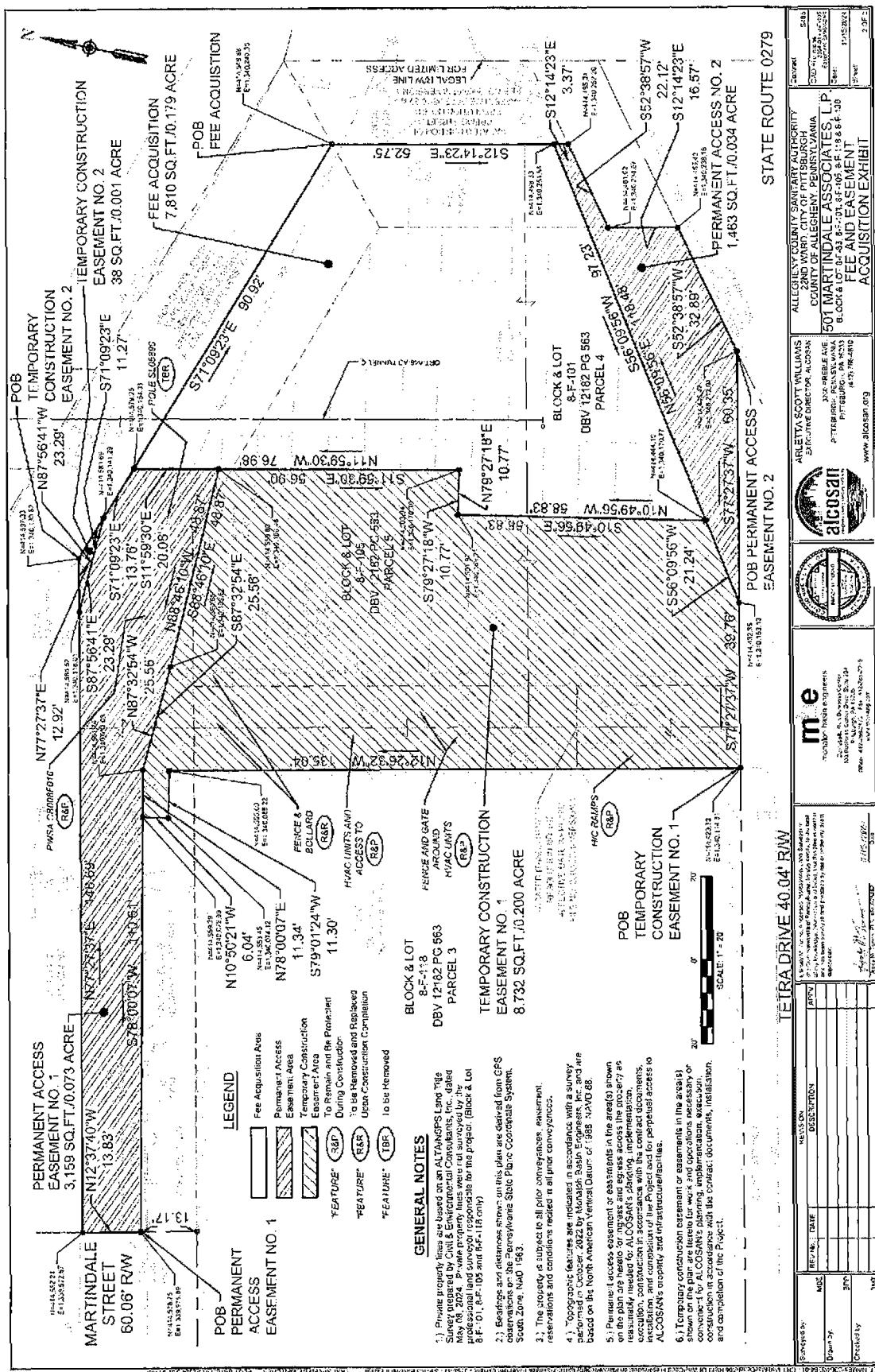
CHARITY AUTHORITY  
OF PITTSBURGH  
COMMONWEALTH OF PENNSYLVANIA  
SOCIALIES, LTD.  
105 S. 11th & F-130  
MENT  
EXHIBIT

WILLIAMS  
RECTOR, ACCAN  
300 FRESE AVE.  
PENNSYLVANIA  
FRITH, PA 15113  
[412] 763-8110

**the**  
modest living legacy  
of a modest man  
1127 1/2 E. 10th Street  
New York, N.Y. 10003  
Telephone: 555-1205  
Postage: \$1.00  
Address: 1127 1/2 E. 10th Street  
New York, N.Y. 10003

APPROVAL	APPROVED

SEARCHED  
INDEXED  
SERIALIZED  
FILED





**REV-183**

BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

1830019105

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

COMPLETE EACH SECTION

**RECORDER'S USE ONLY**

State Tax Paid:	
Book:	Page:
Instrument Number:	
Date Recorded:	

<b>SECTION I TRANSFER DATA</b>							
Date of Acceptance of Document 1/2/2025							
Grantor(s)/Lessor(s) 501 Martindale Associates, L.P.		Telephone Number (412) 323-4455		Grantee(s)/Lessee(s) Allegheny County Sanitary Authority		Telephone Number (412) 766-4810	
Mailing Address 501 Martindale St.		Mailing Address 3300 Preble Avenue					
City Pittsburgh		State PA	ZIP Code 15212	City Pittsburgh		State PA	ZIP Code 15233

<b>SECTION II REAL ESTATE LOCATION</b>				
Street Address 477 Martindale St, 501-503 Martindale St.		City, Township, Borough Pittsburgh, 22nd Ward		
County Allegheny		School District Pittsburgh	Tax Parcel Number 8-F-101, 8-F-105, 8-F-118	

<b>SECTION III VALUATION DATA</b>			
Was transaction part of an assignment or relocation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
1. Actual Cash Consideration 125,800.00	2. Other Consideration + 0.00	3. Total Consideration = 125,800.00	
4. County Assessed Value 9,786,500.00	5. Common Level Ratio Factor x 1.99	6. Computed Value = 19,475,135.00	

<b>SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.</b>			
1a. Amount of Exemption Claimed \$ 125,800.00	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %	

**2. Fill in the Appropriate Oval Below for Exemption Claimed.**

<input type="checkbox"/> Will or Intestate succession.	(Name of Decedent)	(Estate File Number)
<input type="checkbox"/> Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)		
<input type="checkbox"/> Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)		
<input type="checkbox"/> Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)		
<input type="checkbox"/> Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)		
<input type="checkbox"/> Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)		
<input type="checkbox"/> Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)		
<input type="checkbox"/> Statutory corporate consolidation, merger or division. (Attach copy of articles.)		
<input checked="" type="checkbox"/> Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)		

Transfer is an Easement delivered to a PA municipal authority, clothed with the power of eminent domain, in lieu of condemnation. On February 27, 2025, Grantee passed Resolution 2025-02-01 authorizing the condemnation of the subject property. Please see attached.

<b>SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:</b>			
Name Audra E. Hutter		Telephone Number (412) 394-5400	
Mailing Address Two Gateway Center, Floor 6		City Pittsburgh	State PA ZIP Code 15222
Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.			
Signature of Correspondent or Responsible Party		Date 1/2/2025	

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

Allegheny County  
 Jessica Garofolo  
 Division of Real Estate  
 Pittsburgh, PA 15219

ORT ADDENDUM 13  
 Section 01 14 19  
 Attachment 1.3  
 (14 Pages)

\*\*\* Electronically Filed Document \*\*\*

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Department of Real Estate Stamp

Document Number: 2026-117

Recorded As: ERX-DEED AGREEMENT

Recorded On: January 02, 2026

Recorded At: 02:27:35 pm

Number of Pages: 14

Book-VI/Pg: Bk-DE VI-20290 Pg-1

Recording Fee: \$200.00

Parties:

FIVE 501 MARTINDALE ASSOCIATES L P  
 ALLEGHENY COUNTY SANITARY AUTH

Receipt Number: 4541353

Processed By: Laura Snyder

NOTE-

TAKING

I hereby certify that the within and foregoing was recorded in the Division of Real Estate's Office in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***



  
 Jessica Garofolo, Director  
 Sara Innamorato, County Executive

650056

DRE Certified

02-Jan-2026 02:12P\Int By: A G

Form 27 (7/24)

**Prepared By:** ALROWS, LLC  
 961 Old 6<sup>th</sup> Avenue Road  
 Altoona, PA 16601

**Return To:**  
 Babst, Calland, Clements & Zomnir, P.C.  
 Two Gateway Center  
 603 Stanwix Street  
 Pittsburgh, PA 15241  
 Attn: Alyssa E. Golfieri, Esq.

**Site Location:** Portion of Block & Lots 8-F-101, 8-F-105, & 8-F-118

Clean Water Plan Project	
Program	Regional Tunnel
Purpose	Temporary Construction Easement
Municipality	City of Pittsburgh
Parcel ID Number	8-F-101, 8-F-105, & 8-F-118
Property Owner	501 Martindale Associates, L.P., a Pennsylvania limited partnership



**TEMPORARY EASEMENT  
AGREEMENT  
FOR CONSTRUCTION**

THIS TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION (this "Agreement"), made this 7<sup>th</sup> day of July, 2025, effective as of the 2<sup>nd</sup> day of January, 2026, by and between 501 Martindale Associates, L.P., a Pennsylvania limited partnership ("Property Owner"), and the Allegheny County Sanitary Authority, a Pennsylvania municipal authority ("ALCOSAN") (each a "Party," and together, the "Parties").

**WITNESSETH:**

WHEREAS, ALCOSAN is authorized and empowered by Subsections (d)(4), (5) and (15) of Section 5607 of the Municipality Authorities Act of June 19, 2001, P.L. 287, No. 22, 53 Pa.C.S. §§ 5601-5622, to hold or acquire by lease, purchase or condemnation any lands, rights, easements, franchises and other property, whether real, personal or mixed, deemed necessary or desirable for carrying out its purposes, including, without limitation, to construct, improve, maintain, repair and operate projects; and

WHEREAS, in connection with ALCOSAN's development of a Clean Water Plan Project (the "Project"), ALCOSAN requires a temporary construction easement in the areas shown on the plan attached as Exhibit "A" hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project (as applicable, the "Easements," and the areas encompassed therein, the "Easement Areas"), over a portion of three (3) parcels of real property located at 477 Martindale Street and 501-503 Martindale Street in the City of Pittsburgh, 22<sup>nd</sup> Ward, Allegheny County, Commonwealth of Pennsylvania, currently identified by the Allegheny County Department of Real Estate as Tax Parcel ID Numbers 8-F-101, 8-F-105, and 8-F-118, (collectively, the "Property"), being more particularly described on Exhibit "A" attached hereto and incorporated herein, being all or a portion of the same property conveyed or devised to Seller by Deed dated August 31, 2004, and recorded on September 3, 2004 at Deed Book Volume 12182, Page 563, as a result of conversion by

## Form 27 (7/24)

JMS Investments, a Pennsylvania general partnership, to a Pennsylvania limited partnership under the name of 501 Martindale Associates, L.P.; and

WHEREAS, Property Owner desires to grant the Easements to ALCOSAN in lieu of condemnation thereof.

NOW, THEREFORE, in consideration of the sum of Eighty Thousand and 00/100 Dollars (\$80,000.00) and other good and valuable consideration, the sufficiency of which Property Owner hereby acknowledges, Property Owner hereby grants, bargains, sells and conveys to ALCOSAN and its successors and assigns, for the term of this Agreement, the Easements, including, without limitation, the following rights and privileges: (a) to use the Easement Areas for any work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation and completion of the Project; (b) to remove any obstacles located on the Easement Areas that unreasonably interfere with the foregoing activities; (c) to park and place in the Easement Areas any vehicles, temporary structures, equipment, materials and supplies for the Project; and (d) access to and ingress, egress and regress from, over, upon and within the Easement Areas for all of the foregoing purposes.

ALCOSAN shall not enter or occupy the Easement Areas until the monetary sum set forth above is paid to Property Owner.

Property Owner shall not damage, tamper or interfere with any vehicles, temporary structures, equipment, materials, supplies or other property of ALCOSAN in the Easement Areas, or interfere with ALCOSAN in its use and enjoyment of the Easement Areas for the purposes provided for herein.

ALCOSAN shall not damage, tamper or interfere with any vehicles, structures, equipment, materials, supplies or other property of Property Owner or its tenants and guests located on the Property outside of the Easement Areas, or interfere with Property Owner's use and enjoyment of the Property, excluding the Easement Areas granted hereunder.

Upon completion of its use of the Easement Areas, ALCOSAN shall restore the Easement Areas as illustrated on the plan titled "A-48-CI-306 Site Restoration Plan", prepared by MottMacDonald, dated February 4, 2025, which is attached hereto and made a part hereof as **Exhibit "B"** (the "Restoration Plan"). This provision shall survive the expiration or earlier termination of this Agreement.

ALCOSAN shall obtain all necessary federal, state and local permits, licenses and other authorizations required for its activities and operations in the Easement Areas hereunder, and ALCOSAN shall comply with all federal, state and local laws applicable to its activities and operations in the Easement Areas hereunder.

ALCOSAN shall be solely responsible for, and shall pay on a timely basis when due, all costs and expenses associated with its activities in the Easement Areas hereunder.

Property Owner hereby remises, releases, quitclaims and forever discharges ALCOSAN of and from all suits, damages, claims and demands which Property Owner might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of the grant of the Easements hereunder and any injury to or destruction of the Easement Area(s) through or by reason of ALCOSAN's use of the Easement Areas hereunder, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that (a) if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code, and (b) the foregoing release shall not be deemed to constitute a

## Form 27 (7/24)

waiver of Property Owner's right to restoration of the Easement Area(s) following ALCOSAN's use thereof as provided herein.

ALCOSAN hereby agrees that it shall indemnify, defend, and hold harmless Property Owner for any and all losses, costs, damages, expenses, including, without limitation, attorneys' fees, and any other liability Property Owner may actually suffer as a direct result of ALCOSAN's use of the Easements granted herein, except to the extent caused by the negligence or willful misconduct of the Property Owner, its employees, tenants, guests, or invitees.

This Agreement shall expire automatically on the date that is five (5) years after ALCOSAN commences construction within the Easement Area, but in the event that the Project is completed or ALCOSAN determines that it no longer requires the Easements prior to the foregoing date, ALCOSAN shall reasonably promptly deliver to Property Owner a written release of this Agreement, and in any case, if ALCOSAN records this Agreement in the public property records, then reasonably promptly following the expiration or release of this Agreement, ALCOSAN shall record a written release of this Agreement to terminate it of record. Notwithstanding anything to the contrary herein, ALCOSAN shall remain obligated to restore the Easement Areas pursuant to the Restoration Plan, which shall expressly survive the expiration or termination of the Agreement.

This Agreement may only be amended by an instrument in writing signed by both Parties. Except as expressly provided in this Agreement, no waiver by any Party of any provision of or right under this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of or right under this Agreement shall constitute a waiver of any other provision of or right hereunder, nor shall any waiver be a continuing waiver.

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

This Agreement (including the prefatory clauses hereof and the exhibits hereto, all of which are fully incorporated herein) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, shall be binding upon and inure to the benefit of each Party and its heirs, executors, administrators, successors and assigns, and shall constitute a covenant running with the land of the Property.

This Agreement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

Form 27 (7/24)

IN WITNESS WHEREOF, Property Owner and ALCOSAN have executed or caused to be executed this Agreement, each intending to be legally bound hereby, effective on the Settlement Date (irrespective of whether executed by any Party before, on or after the Settlement Date).

**INDIVIDUALS**

OWNER:

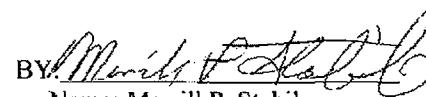
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**ENTITIES\***

OWNER:

**501 MARTINDALE ASSOCIATES, L.P.,**  
a Pennsylvania limited partnership

By: Martindale Properties, LLC, a  
Pennsylvania limited liability company  
Its: General Partner

BY   
Name: Merrill P. Stabile  
Title: Manager

**INDIVIDUAL**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed such instrument for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

\_\_\_\_\_  
Notary Public

[Seal]

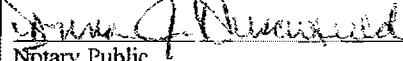
[Signature]

**ENTITY**

STATE OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

On this 7<sup>th</sup> day of July, 2025, before me, the undersigned officer, personally appeared Merrill P. Stabile, who acknowledged him/herself to be the Manager of Martindale Properties, LLC, being the general partner of 501 Martindale Associates, L.P., and that as such officer/in such capacity, being authorized to do so, executed such instrument, by signing on behalf thereof as such officer/in such capacity, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

  
\_\_\_\_\_  
Notary Public

[Seal]

Commonwealth of Pennsylvania - Notary Seal  
Donna J. Hirschfield, Notary Public  
Allegheny County  
My commission expires July 22, 2028  
Commission number 1072297  
Member, Pennsylvania Association of Notaries

Form 12 (7/24)

ALLEGHENY COUNTY SANITARY  
AUTHORITYBY: Arletta Scott Williams

Name: Arletta Scott Williams

Title: Executive Director

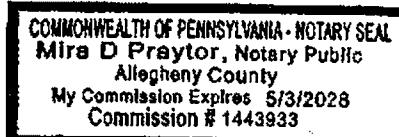
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

On this 7 day of August, 2025, before me, the undersigned officer, personally appeared Arletta Scott Williams, who acknowledged herself to be the Executive Director of the Allegheny County Sanitary Authority, and that as such officer, being authorized to do so, executed such instrument, by signing on behalf of such Authority as such officer, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

Miria D. Preytor [Signature]  
Notary Public

[Seal]



## Certificate of Residence

I do hereby certify that the TAX BILL  
MAILING ADDRESS of the within named  
Grantee is:

Allegheny County Sanitary Authority  
3300 Preble Avenue  
Pittsburgh, PA 15233

I do hereby certify that the OWNER  
ADDRESS of the within named Grantee is:

Allegheny County Sanitary Authority  
3300 Preble Avenue  
Pittsburgh, PA 15233

Witness my hand this 7th day of August, 2025.

Arletta Scott Williams  
Agent for Allegheny County Sanitary Authority

Form 27 (7/24)

EXHIBIT A  
TO TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION

**DESCRIPTION/DEPICTION OF PROPERTY, EASEMENT(S) AND EASEMENT AREA(S)**

[See Attachment.]



**Fee And Easement Acquisition**

**Parcel ID: 8-F-83 / 8-F-101 / 8-F-105 / 8-F-118 / 8-F-130**

**Page 1 of 2**

**Temporary Construction Easement No. 1**

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the northerly line of Tetra Drive (40.04' wide) and westerly line of the Temporary Construction Easement.

Thence through the lands of 501 Martindale Associates, L.P. along the westerly line of the Temporary Construction Easement North 12°26'32" West a distance of 135.04' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the westerly line of the Temporary Construction Easement South 79°01'24" West a distance of 11.30' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the westerly line of the Temporary Construction Easement North 10°50'21" West a distance of 6.04' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the northerly line of the Temporary Construction Easement North 78°00'07" East a distance of 11.34' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the northerly line of the Temporary Construction Easement South 87°32'54" East a distance of 25.56' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the northerly line of the Temporary Construction Easement South 88°46'10" East a distance of 48.87' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the easterly line of the Temporary Construction Easement South 11°59'30" East a distance of 56.90' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the easterly line of the Temporary Construction Easement South 79°27'18" West a distance of 10.77' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the easterly line of the Temporary Construction Easement South 10°49'56" East a distance of 58.83' to a point;

Thence continuing through the lands of 501 Martindale Associates, L.P. along the southerly line of the Temporary Construction Easement South 56°09'56" West a distance of 21.24' to a point at the intersection of the southerly line of the Temporary Construction Easement and the northerly line of Tetra Drive;

Thence along the northerly line of Tetra Drive South 77°27'37" West a distance of 39.76' to a point, at the place of beginning.

Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205 412-788-2433

I:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Legal Descriptions\Surface Easement Exhibits\3364-01 - 8-F-83 - 8-F-101 - 8-F-105 - 8-F-118 - 8-F-130 (TCE Descriptions).docx

July 28, 2025



**Fee And Easement Acquisition**  
**Parcel ID: 8-F-83 / 8-F-101 / 8-F-105 / 8-F-118 / 8-F-130**  
**Page 2 of 2**

Containing within said bounds 8,732 Square Feet, or 0.200 Acre of land.

Being a part of the parcels of land that 501 Martindale Associates, L.P., successor to JMS Investments by its deed dated August 31, 2004, and recorded in Deed Book Volume 12182, Page 563 conveyed to 501 Martindale Associates, L.P.

**Temporary Construction Easement No. 2**

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at a corner on the northerly property line of 501 Martindale Associates, L.P.

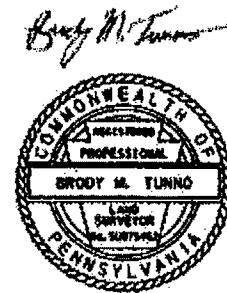
Thence from said point of beginning along the northerly property line of 501 Martindale Associates, L.P. South 71°09'23" East a distance of 11.27' to a point at the intersection of the northerly property line of 501 Martindale Associates, L.P. and the southerly line of the Temporary Construction Easement;

Thence through the lands of 501 Martindale Associates, L.P. along the southerly line of the Temporary Construction Easement North 87°56'41" West a distance of 23.29' to a point at the intersection of the southerly line of the Temporary Construction Easement and the northerly property line of 501 Martindale Associates, L.P.;

Thence along the northerly property line of 501 Martindale Associates, L.P. North 77°27'37" East a distance of 12.92' to a point, at the place of beginning.

Containing within said bounds 38 Square Feet, or 0.001 Acre of land.

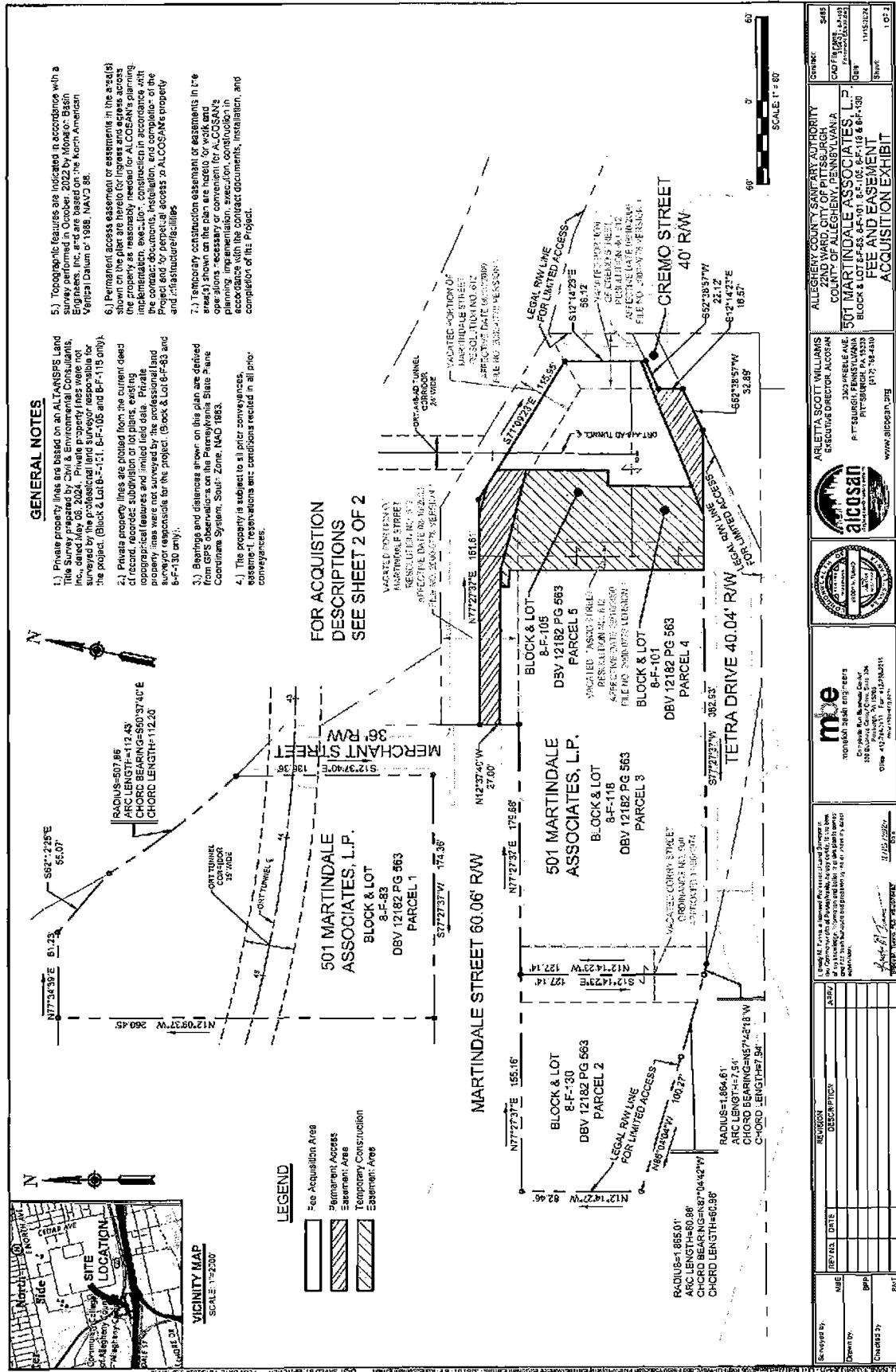
Being a part of the parcels of land that 501 Martindale Associates, L.P., successor to JMS Investments by its deed dated August 31, 2004, and recorded in Deed Book Volume 12182, Page 563 conveyed to 501 Martindale Associates, L.P.

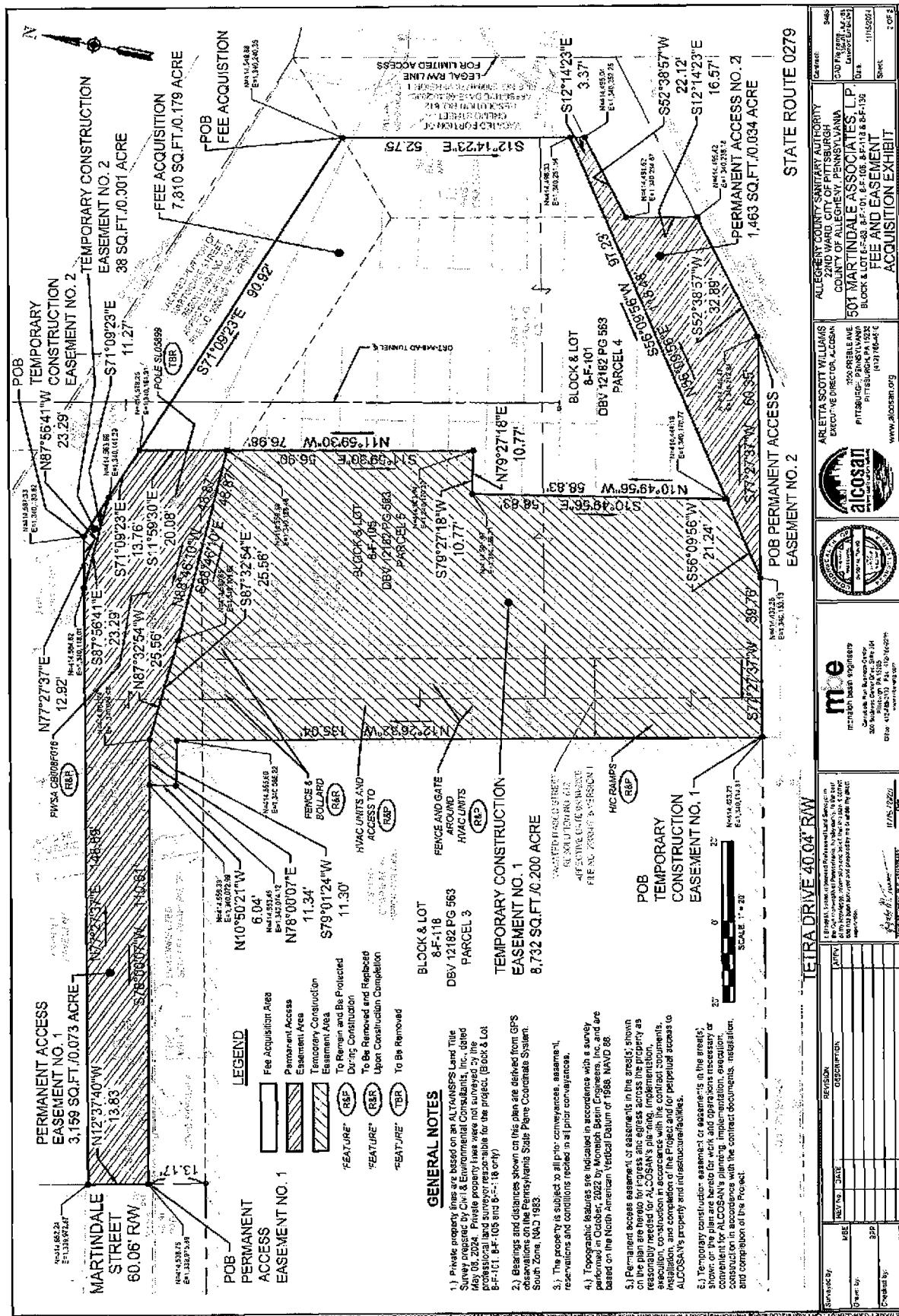


Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205      412-788-2433

I:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Legal Descriptions\Surface Easement Exhibits\3364-01 - 8-F-83 - 8-F-101 - 8-F-105 - 8-F-118 - 8-F-130 (TCE Descriptions).docx

July 28, 2025





Form 27 (7/24)

**EXHIBIT B**  
**TO TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION**

**RESTORATION PLAN**

[See Attachment.]



 pennsylvania  
DEPARTMENT OF REVENUE  
(EX) MCD 06-19 (71)

**REV-183**

BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

**1830019105**  
REALTY TRANSFER TAX  
STATEMENT OF VALUE  
COMPLETE EACH SECTION

**RECORDER'S USE ONLY**

State Tax Paid:	
Book:	Page:
Instrument Number:	
Date Recorded:	

<b>SECTION I</b>		<b>TRANSFER DATA</b>					
Date of Acceptance of Document 1/2/2025							
Grantor(s)/Lessor(s) 501 Martindale Associates, L.P.		Telephone Number (412) 323-4455		Grantee(s)/Lessee(s) Allegheny County Sanitary Authority		Telephone Number (412) 766-4B10	
Mailing Address 501 Martindale St.		Mailing Address 3300 Preble Avenue					
City Pittsburgh		State PA	ZIP Code 15212	City Pittsburgh		State PA	ZIP Code 15233

<b>SECTION II</b>		<b>REAL ESTATE LOCATION</b>		
Street Address 477 Martindale St, 501-503 Martindale St.		City, Township, Borough Pittsburgh, 22nd Ward		
County Allegheny		School District Pittsburgh		Tax Parcel Number 8-F-101, 8-F-105, 8-F-118

<b>SECTION III</b>		<b>VALUATION DATA</b>		
Was transaction part of an assignment or relocation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
1. Actual Cash Consideration 80,000.00		2. Other Consideration + 0.00		3. Total Consideration = 80,000.00
4. County Assessed Value 9,786,500.00		5. Common Level Ratio Factor x 1.99		6. Computed Value = 19,475,135.00

<b>SECTION IV</b>			<b>EXEMPTION DATA</b> - Refer to instructions for exemption status.	
1a. Amount of Exemption Claimed \$ 80,000.00		1b. Percentage of Grantor's Interest in Real Estate 100 %		1c. Percentage of Grantor's Interest Conveyed 100 %

**2. Fill in the Appropriate Oval Below for Exemption Claimed.**

Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)

Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

Correlative or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

Statutory corporate consolidation, merger or division. (Attach copy of articles.)

Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

Transfer is a Temporary Easement delivered to a PA municipal authority, clothed with the power of eminent domain, in lieu of condemnation. On February 27, 2025, Grantee passed Resolution 2025-02-01 authorizing the condemnation of the subject properties. Please see attached.

<b>SECTION V</b>		<b>CORRESPONDENT INFORMATION</b> - All inquiries may be directed to the following person:		
Name Audra E. Hutter			Telephone Number (412) 394-5400	
Mailing Address Two Gateway Center, Floor 6		City Pittsburgh		State PA ZIP Code 15222

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party \_\_\_\_\_ Date  
1/2/2025

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

**ORT ADDENDUM 13**

Section 01 14 19

**Attachment 1.4**

(18 Pages)

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION

IN RE: CONDEMNATION BY THE  
ALLEGHENY COUNTY SANITARY  
AUTHORITY OF A TEMPORARY REAL  
ESTATE INTEREST IN PORTIONS OF  
THREE (3) PARCELS LOCATED IN THE  
CITY OF PITTSBURGH, 19<sup>TH</sup> WARD,  
COUNTY OF ALLEGHENY,  
COMMONWEALTH OF PENNSYLVANIA,  
FOR THE CLEAN WATER PLAN (BLOCK  
AND LOT NOS. 7-P-120-0-2, 7-P-56, 7-P-  
53)

CONDEMNEE(S): AMO INDUSTRIES,  
INC. AND ANY OTHER PERSON FOUND  
TO HAVE AN INTEREST IN THE  
PROPERTIES CONDEMNED

: No. GD 25-666085  
: IN REM  
: EMINENT DOMAIN  
: **DECLARATION OF TAKING**  
: Filed on behalf of:  
: ALLEGHENY COUNTY SANITARY  
: AUTHORITY  
: Counsel of Record for this Party:  
: ALYSSA E. GOLFIERI, ESQUIRE  
: Pa. I.D. # 314369  
: MICHAEL T. KORNS, ESQUIRE  
: Pa. I.D. # 203742  
: ANNA R. HOSACK, ESQUIRE  
: Pa. I.D. # 332057  
: BABST, CALLAND, CLEMENTS &  
: ZOMNIR, P.C.  
: Pa. Firm No. 812  
: Two Gateway Center  
: 603 Stanwix Street, 6<sup>th</sup> Floor  
: Pittsburgh, PA 15222  
: (412) 394-5400

**CERTIFICATE OF LOCATION**

I hereby certify that the location of the real  
estate affected by this Declaration of Taking  
is:

City of Pittsburgh, 19<sup>th</sup> Ward, Allegheny  
County

Tax Parcel ID Nos.: 7-P-120-0-2, 7-P-56, and  
7-P-53

  
\_\_\_\_\_  
Anna R. Hosack, Esquire  
Attorney for Condemnor

DEPT OF COURT RECORDS  
CIVIL FAMILY DIVISION  
ALLEGHENY COUNTY PA

2025 JUN -4 PM 2:52

FILED

44-7477-25  
44-7477-25  
44-7477-25  
44-7477-25

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION

IN RE: CONDEMNATION BY THE : No. GD \_\_\_\_\_  
ALLEGHENY COUNTY SANITARY :  
AUTHORITY OF A TEMPORARY REAL : IN REM  
ESTATE INTEREST IN PORTIONS OF : EMINENT DOMAIN  
THREE (3) PARCELS LOCATED IN THE :  
CITY OF PITTSBURGH, 19<sup>TH</sup> WARD, :  
COUNTY OF ALLEGHENY, :  
COMMONWEALTH OF :  
PENNSYLVANIA, FOR THE CLEAN :  
WATER PLAN (BLOCK AND LOT NOS. :  
7-P-120-0-2, 7-P-56, 7-P-53) :  
:

CONDEEMNEE(S): AMO INDUSTRIES, INC. AND ANY OTHER PERSON FOUND TO  
HAVE AN INTEREST IN THE PROPERTIES CONDEMNED

**DECLARATION OF TAKING**

The Allegheny County Sanitary Authority (“ALCOSAN”), pursuant to Section 302 of the  
Eminent Domain Code, 26 Pa.C.S. § 302, respectfully declares the following:

1. The Condemnor is ALCOSAN, a municipal authority existing under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the “Act”).
2. ALCOSAN’s address is 3300 Preble Avenue, Pittsburgh, Allegheny County, Pennsylvania.
3. ALCOSAN was formed in 1946 to provide wastewater treatment service to abate the pollution of certain waters of the Commonwealth of Pennsylvania. ALCOSAN’s service area now extends over 310 square miles and provides wastewater treatment to 83 municipalities, including the City of Pittsburgh.
4. ALCOSAN is authorized and empowered by the Act to exercise all powers necessary or convenient for the carrying out of its statutorily proscribed purposes, including without limitation the power of eminent domain. *See* 53 Pa.C.S. § 5607(d).

5. The properties subject to this Declaration of Taking are situate in the City of Pittsburgh, 19<sup>th</sup> Ward, Allegheny County and are identified as Block and Lot Numbers 7-P-120-0-2, 7-P-56, and 7-P-53 by the Allegheny County Office of Property Assessment (the “Subject Properties”).

6. The nature of the proposed condemnation is a temporary taking of a portion of the Subject Properties in the form of a temporary construction easement (the “Condemnation”). A plan showing the portions of the Subject Properties being condemned, sufficient for their identification, (the “Condemnation Plan”) is attached hereto as **Exhibit “A”** and made a part hereof. In accordance with Sections 302(b)(5) and 304 of the Eminent Domain Code, 26 Pa.C.S. §§ 302(b)(5) and 304, the Condemnation Plan will be filed with the Allegheny County Department of Court Records and recorded with the Allegheny County Department of Real Estate on the same day as this Declaration of Taking. A copy of the Condemnation Plan may also be examined at the law offices of Babst Calland Clements & Zomnir, P.C., Two Gateway Center, 603 Stanwix Street, Pittsburgh, PA 15222 during regular business hours.

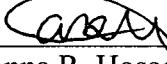
7. ALCOSAN authorized the Condemnation and, among other things, the filing of this Declaration of Taking by Resolution 2024-10-01 on October 24, 2024. A true and correct copy of Resolution 2024-10-01 is attached hereto as **Exhibit “B”** and made a part hereof. A true and correct copy of Resolution 2024-10-01 may also be examined at ALCOSAN’s principal office during regular business hours.

8. The purpose of the Condemnation is to temporarily acquire the above-described real property interest for the construction and operation of sewer infrastructure needed to comply with the Modified Consent Decree that ALCOSAN entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental

Protection, and the Allegheny County Health Department. This sewer infrastructure construction project is known as the Clean Water Plan.

9. Pursuant to Section 303(a) of the Eminent Domain Code, 26 Pa.C.S. § 303(a), ALCOSAN files with this Declaration of Taking an open-end bond, without surety, (the "Bond"), through which just compensation is made or secured. A true and correct copy of the Bond is attached hereto as **Exhibit "C"** and made a part hereof.

Date: 6/4/25

By:   
Anna R. Hosack, Esquire  
Babst, Calland, Clements & Zomnir, P.C.  
Two Gateway Center, 6<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 394-5400  
[ahosack@babstcalland.com](mailto:ahosack@babstcalland.com)

**Exhibit A**  
**Declaration of Taking**

**CONDEMNATION PLAN**

[See Attachment]

## GENERAL NOTES

1.1.1. Private property lines are plotted from the current deed of record, recorded or on file for or plots, existing topographic features and limited field data. Private property lines were not surveyed by the professional land surveyor responsible for the project.

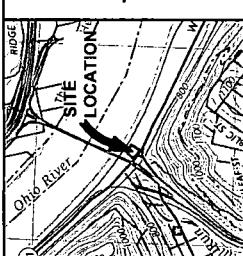
1.2. Bearings and distances shown on this plan are derived from GPS observations on the Pennsylvania State Plane Coordinate System, South Zone, NAD 1983.

1.3. The property is subject to all prior conveyances, easements, reservations and conditions recited in all prior conveyances.

4.1. Topographic features are indicated in accordance with a survey performed in September, 2022, and in May, 2024 by Monish Basin Engineers, Inc. and are based on the North American Vertical Datum of 1988, NAVD 88.

5.1. Temporary construction easement or easements in the areas shown on this plan are reserved for work and operations necessary for or convenient for ALCOSSAN's planning, implementation, documentation, construction in accordance with the contract documents, installation, and completion of the Project.

5.6. Contractor to remove existing fence located in Main Street property adjacent to the easement area and replace in accordance with the contract documents on AMO Industries property outside of the right-of-way.



## LEGEND

 <b>*FEATURE*</b>	 <b>*FEATURE*</b>
<b>Temporary Construction</b>	<b>Easement Area</b>
<b>To Remain and Be Protected</b>	<b>During Construction</b>
<b>To Be Removed and Replaced</b>	<b>Upon Construction Completion</b>

**TEMPORARY CONSTITUTION EASEMENT**

SIDE	BEARING	LENGTH, FT.
①	N57°42'26" W (CHORD) RADIUS/ARC LENGTH	37.10' (CHORD) R=685.41'/A=37.11'
②	N42°19'00" E	7.87'
③	S47°40'50" E	24.92'
④	N42°19'08" E	44.52'
⑤	N47°40'59" N	10.18'
⑥	N42°19'07" E	25.45'
⑦	N47°40'52" N	15.45'
⑧	N42°19'07" E	94.24'
⑨	S59°00'00" E (CHORD) RADIUS/ARC LENGTH	11.06' (CHORD) R=3,390.76'/A=11.06'
⑩	S33°22'41" N	169.85'
		AREA = 2,612 SQ.FT./.0680 ACRE

 <b>alcosan</b> Allegheny County Sanitary Authority 15th Ward, City of Pittsburgh County of Allegheny, Pennsylvania	<b>ARLETTA SCOTT WILLIAMS</b> Executive Director, ALCOSAN 3000 PREBLE AVE PITTSBURGH, PENNSYLVANIA 15223 (412) 768-4810 <a href="http://www.alcosan.org">www.alcosan.org</a>	Contract: 545 GAO File: 10-170-96 Date: 2/24/2012 End Date: 2/28/2012 Date: 10/07/2012 Sheet: 1 of 1
 <b>mbe</b> minority business Engineers	Company: Balfour Beatty, Carter 300 Washington Center Drive, Suite 204 Pittsburgh, PA 15222 412.267.3205 Office: 412.267.3205 <a href="http://www.mbe-pa.org">www.mbe-pa.org</a>	

Contract:	S485
CAD File name:	304401_7P-5_7P-66-12C_Ehni_dong
Date:	08/07/2024
Sheet:	1 OF 1

ALLEGHENY COUNTY SANITARY AUTHORITY  
9TH WARD, CITY OF PITTSBURGH  
COMMONWEALTH OF PENNSYLVANIA  
ALLEGHENY COUNTY, PENNSYLVANIA  
AMMO INDUSTRIES, INC.  
LOCK & LOT 7-P-53, 7-P-56 & P-120-0-2  
TENURE: 100%  
EXHIBIT B  
CONSTRUCTION EASEMENT

ALLEY	1	COU	BL	TEM
ETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN	3300 PREBLE AVE. PITTSBURGH, PENNSYLVANIA (412) 786-4810	alcosan.org		

**monaloh** basi  
Campbells Run Bldg  
300 Business Center  
Pittsburgh, PA 15241  
Office: 412-788-2433  
[www.monaloh.com](http://www.monaloh.com)

RECORDED Professional Land Surveyor in  
Pennsylvania, hereby certify, to the best  
of my knowledge and belief, that this plan is correct  
and prepared by me or under my direct  
supervision.

1. Brody M. Tunno, a citizen of the Commonwealth of Massachusetts, informed me he has been surveyed by the superintendant.

27

EV No.	DATE

Reviewed by:	MBE
Written by:	BPP
Approved by:	RAM

**Temporary Construction Easement**

**Parcel ID: 7-P-53 / 7-P-56 / 7-P-120-0-2**

**Page 1 of 2**

**Temporary Construction Easement**

All that piece or parcel of land situate in the 19th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the westerly line of Main Street (50' Wide) and the northerly line of West Carson Street (Variable R/W).

Thence from said point of beginning along the northerly line of West Carson Street by a curve to right having a Radius of 685.41' an Arc Length of 37.11' and a Chord Bearing of North 57°42'26" West 37.10' to a point at the intersection of the northerly line of West Carson Street and the Temporary Construction Easement line;

Thence through the lands of AMO Industries, Inc. along the Temporary Construction Easement line North 42°19'10" East a distance of 7.87' to a point;

Thence continuing through the lands of AMO Industries, Inc. along the Temporary Construction Easement line South 47°40'50" East a distance of 24.92' to a point;

Thence continuing through the lands of AMO Industries, Inc. along the Temporary Construction Easement line North 42°19'08" East a distance of 44.52' to a point;

Thence continuing through the lands of AMO Industries, Inc. along the Temporary Construction Easement line North 47°40'59" West a distance of 10.18' to a point;

Thence continuing through the lands of AMO Industries, Inc. along the Temporary Construction Easement line North 42°19'07" East a distance of 25.45' to a point;

Thence continuing through the lands of AMO Industries, Inc. along the Temporary Construction Easement line North 47°40'52" West a distance of 15.45' to a point;

Thence continuing through the lands of AMO Industries, Inc. along the Temporary Construction Easement line North 42°19'07" East a distance of 94.24' to a point at the intersection of the Temporary Construction Easement line and the northerly property line of AMO Industries, Inc.;

Thence along the northerly property line of AMO Industries, Inc. be a curve to the left having a Radius of 3,390.76' an Arc Length of 11.06' and a Chord Bearing of South 59°00'00" East 11.06' to a point at the intersection of the northerly property line of AMO Industries, Inc. and the westerly line of Main Street;

Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205                    412-788-2433

I:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Legal Descriptions\Surface Easement Exhibits\3364-01 - 7-P-53 - Legal Description.docx

August 7, 2024

**Temporary Construction Easement**

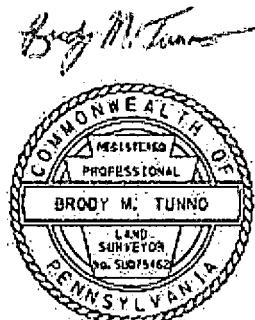
**Parcel ID: 7-P-53 / 7-P-56 / 7-P-120-0-2**

**Page 2 of 2**

Thence along the westerly line of Main Street South 33°22'41" West a distance of 169.85' to a point, at the place of beginning.

Containing within said bounds 2,612 Square Feet, or 0.060 Acre of land.

Being a part of the parcels of land that Champion Manufacturing Co., Inc. by their deed dated April 15, 1974, and recorded in Deed Book Volume 5330, Page 593 conveyed to AMO Industries, Inc. and being part of the parcel of land that The Pittsburgh and Lake Erie Railroad by their deed dated January 08, 1980, and recorded in Deed Book Volume 6272, Page 203 conveyed to AMO Industries, Inc. and being part of the parcel of land that Joe Wiseman and Ruth Wiseman, His Wife by their deed dated January 13, 1983, and recorded in Deed Book Volume 6609, Page 459 conveyed to AMO Industries, Inc.



sl

Campbells Run Business Center, 300 Business Center Drive, Pittsburgh, PA 15205 412-788-2433

I:\3364\3364-01 - ORT Mott MacDonald\06 Right-Of-Way\Legal Descriptions\Surface Easement Exhibits\3364-01 - 7-P-53 - Legal Description.docx

August 7, 2024

**Exhibit B**  
**Declaration of Taking**

**RESOLUTION 2024-10-01**

[See Attachment]

OFFICIAL

**ALLEGHENY COUNTY SANITARY AUTHORITY  
RESOLUTION NO. 2024-10-01**

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE CONDEMNATION OF A TEMPORARY REAL ESTATE INTEREST IN A PORTION OF THREE PARCELS OF REAL ESTATE, IDENTIFIED AS ALLEGHENY COUNTY BLOCK AND LOT NOS. 7-P-120-0-2, 7-P-56, AND 7-P-53, NOW OR FORMERLY OWNED BY AMO INDUSTRIES, INC, OR THE PURCHASE THEREOF IN LIEU OF CONDEMNATION.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through eminent domain and purchase; and

WHEREAS, in order to meet its mission to provide cost-effective, customer-oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, and in order to develop and construct infrastructure necessary to comply with the Consent Decree that the Authority entered with the U.S. Department of Justice, the U.S. Environmental Protection Agency, the Pennsylvania Department of Environmental Protection and the Allegheny County Health Department in January 2008, as amended, the Authority is in the process of designing for construction various new sewer lines and other apparatus to address combined sewer flows (the "Clean Water Plan"); and

WHEREAS, the Authority has identified three parcels of real property that, in the judgment of the Authority's engineers and other representatives, and in connection with other property that has been or will be acquired, is necessary for the Authority to temporarily acquire for the purpose of effectuating the Clean Water Plan; said parcels are identified in the records of the Allegheny County Assessment Office as Block and Lot Nos. 7-P-120-0-2, 7-P-56, and 7-P-53 situate in the City of Pittsburgh, 19<sup>th</sup> Ward (the "Subject Parcels"); and

WHEREAS, the real estate interest that the Authority needs to acquire in the Subject Parcels in furtherance of the Clean Water Plan construction activities is a temporary construction easement over a portion of the Subject Parcels, the use of which is required for five (5) years, and which is more particularly depicted in the Plat Plan attached as **Exhibit A** (the "Subject Property Interest").

WHEREAS, the portion of the Subject Parcels subject to the temporary construction easement generally consists of vegetation and a concrete retaining wall; and

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

**Section 1.** The Authority, pursuant to the Act, hereby authorizes the condemnation of the Subject Property Interest.

**Section 2.** The Authority authorizes the purchase in lieu of condemnation of the Subject Property Interest from the current owner of the Subject Parcels.

**Section 3.** The Authority's Solicitor and other Authority officials are hereby authorized and empowered to conduct due diligence, retain the services of appraisers and title insurance agents, prepare, execute and record declarations of taking, deeds, and other agreements and instruments, all in a form acceptable to the Authority's Solicitor, and take any other action necessary and appropriate under the Pennsylvania Eminent Domain Code, 26 Pa.C.S. §101, *et seq.* and all other applicable laws to effectuate the purpose of this Resolution.

**Section 4.** It is the intention of the Authority that the sections, subsections, paragraphs, sentences, and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

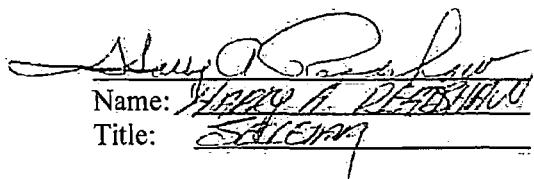
**Section 5.** This Resolution shall take effect immediately.

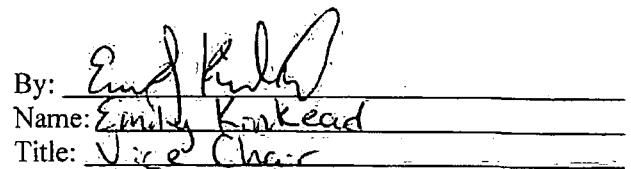
*[Remainder of Page Left Blank]*

**RESOLVED** and **ADOPTED** this 24<sup>th</sup> day of October 2024, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

ALLEGHENY COUNTY SANITARY AUTHORITY

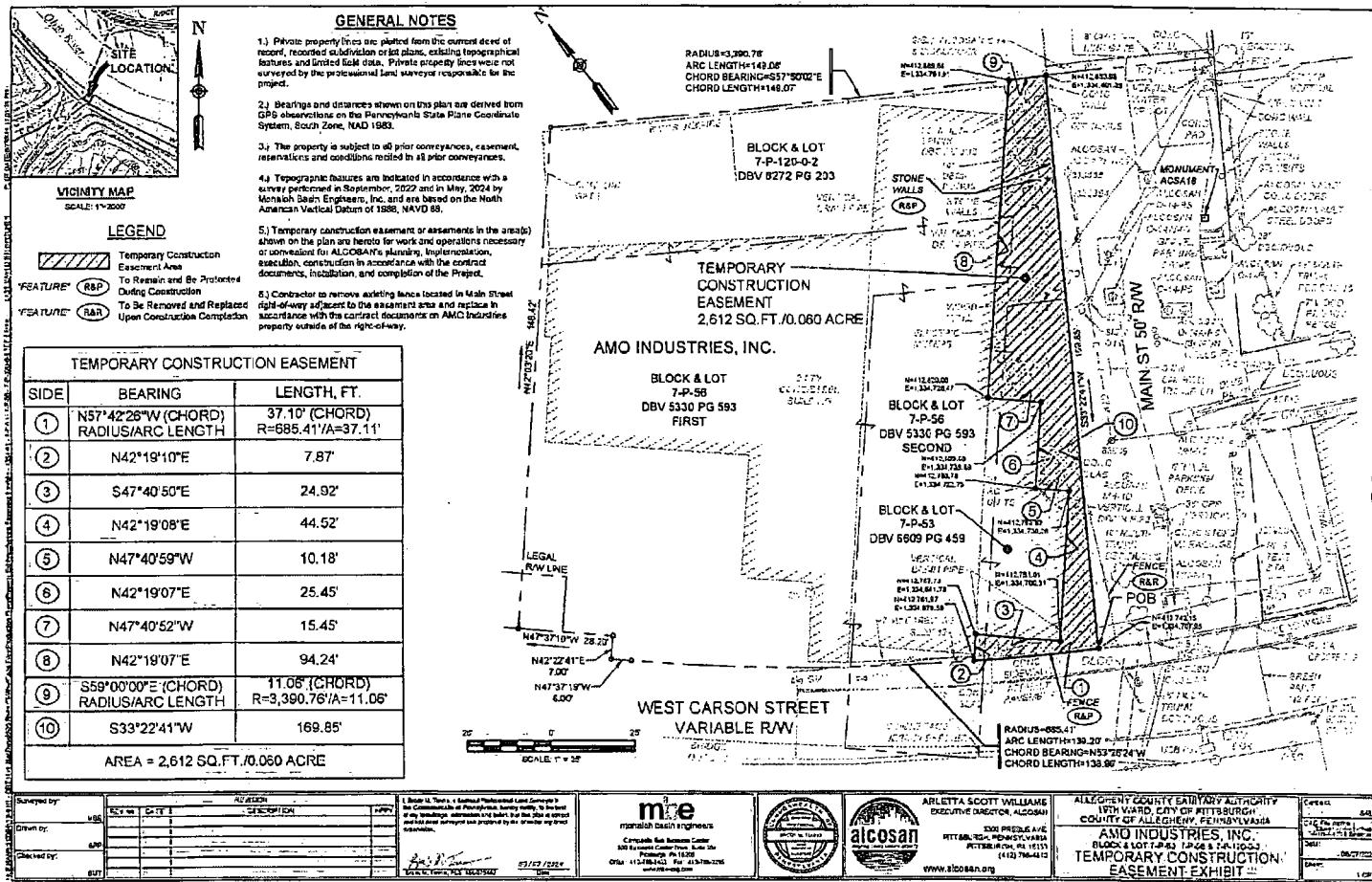
  
Name: Harry A. DeSanto  
Title: Secretary

By:   
Name: Emily Kinkaid  
Title: Vice Chair

(Seal)

**EXHIBIT A**

**PLAT PLAN**



**Exhibit C**  
**Declaration of Taking**

**BOND**

[See Attachment]

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION

IN RE: CONDEMNATION BY THE : No. GD \_\_\_\_\_  
ALLEGHENY COUNTY SANITARY :  
AUTHORITY OF A TEMPORARY REAL :  
ESTATE INTEREST IN PORTIONS OF :  
THREE (3) PARCELS LOCATED IN THE :  
CITY OF PITTSBURGH, 19<sup>TH</sup> WARD, :  
COUNTY OF ALLEGHENY, :  
COMMONWEALTH OF :  
PENNSYLVANIA, FOR THE CLEAN :  
WATER PLAN (BLOCK AND LOT NOS. :  
7-P-120-0-2, 7-P-56, 7-P-53) :  
CONDEMNNEES: AMO INDUSTRIES, INC. :  
AND ANY OTHER PERSON FOUND TO :  
HAVE AN INTEREST IN THE :  
PROPERTIES CONDEMNED :  
:

**BOND**

KNOW ALL MEN BY THESE PRESENTS that the Allegheny County Sanitary Authority, a municipal authority existing and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.*, is held firmly bound to the Commonwealth of Pennsylvania for the use and benefit of the owner or owners of the property interests condemned by a Declaration of Taking filed, or to be filed, in the above-named Court, and under the above caption, and pay such damages as shall be determined by law.

Now the condition of this obligation is such that if the Allegheny County Sanitary Authority shall pay to the said owner or owners of the property interests condemned such damages as shall be determined by law, this obligation shall be void; otherwise to be and remain in full force and effect.

Sealed with the official seal of the said Authority and dated this 2<sup>nd</sup> day of JUNE, 2025.

ATTEST:

Kimberly Precythe

ALLEGHENY COUNTY SANITARY  
AUTHORITY

By: Arletta Scott Williams  
Arletta Scott Williams  
Executive Director

**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Anna R. Hosack, Esquire

Signature: 

Name: Anna R. Hosack, Esquire

Attorney No. (if applicable): 332057

## CERTIFICATE OF SERVICE

I, Anna R. Hosack, certify that, pursuant to Sections 305(a) and (b) of the Eminent Domain Code, 26 Pa.C.S. § 305(a) and (b), within 30 days of the date set forth below, written notice of the filing of this DECLARATION OF TAKING will be served by U.S. Registered Mail to the following:

AMO Industries, Inc.  
c/o Christina Clarkson Gentilcore  
1808 W. Carson Street  
Pittsburgh, PA 15219

With an electronic copy to:  
Edward Gentilcore, Esq.  
Encgen11@gmail.com

United States Steel Corporation  
600 Grant Street, Room 1880  
Pittsburgh, PA 15219

Date: 6/4/25

By:   
Anna R. Hosack, Esquire



60 2026 00000506

Allegheny County  
Jessica Garofolo  
Division of Real Estate  
Pittsburgh, PA 15219

ORT ADDENDUM 13  
Section 01 14 19  
Attachment 1.5  
(13 Pages)

Instrument Number: 2026-506

BK-DE VL-20294 PG-221

Recorded On: January 08, 2026 As-Deed Agreement

Parties: OLD TOWN PROPERTIES L P

To ALLEGHENY COUNTY SANITARY AUTH

# of Pages:  13

Comment:

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 200.00

0

0

Total: 200.00

Realty Transfer Stamp

Affidavit Attached-No NOT A DEED OF TRANSFER	EXEMPT
Value	
Not a Deed of Transfer	0.00
	0.00

Division of Real Estate Stamp:

Certified On/By-> 01-08-2026 / Theresa Greil

NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Division of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2026-506

Receipt Number: 4542774

Recorded Date/Time: January 08, 2026 11:14:34A

Book-Vol/Pg: BK-DE VL-20294 PG-221

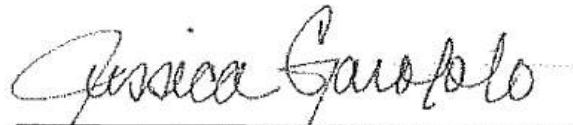
User / Station: S Williams - CASH 01

BABST CALLAND CLEMENTS & ZOMNIR PC

ALYSSA E GOLFIERI ESQ

603 STANWIX ST TWO GATEWAY CTR

PITTSBURGH PA 15222



Jessica Garofolo, Director  
Sara Innamorato, County Executive

**Prepared By:** Keystone Acquisition Services Corporation  
3200 McKnight East Drive, STE 3210  
Pittsburgh, PA 15237-6423

**Return To:** Babst, Calland, Clements & Zomnir, P.C.  
c/o Alyssa E. Golfieri, Esquire  
Two Gateway Center  
603 Stanwix Street  
Pittsburgh, PA 15222

**Site Location:** 112-156 Chartiers Avenue, McKees Rocks, PA 15136

Clean Water Plan	
Program	Regional Tunnel
Purpose	Temporary Construction Easement
Municipality	Borough of McKees Rocks
Parcel Id Number	43-L-100
Property Owner	Old Town Properties, LP



**TEMPORARY EASEMENT  
AGREEMENT  
FOR CONSTRUCTION**

THIS TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION (this "Agreement"), made this 17<sup>th</sup> day of December, 2025, (the "Settlement Date") by and between Old Town Properties, LP ("Property Owner"), and the Allegheny County Sanitary Authority, a Pennsylvania municipal authority ("ALCOSAN") (each a "Party," and together, the "Parties").

**WITNESSETH:**

WHEREAS, ALCOSAN is authorized and empowered by Subsections (d)(4), (5) and (15) of Section 5607 of the Municipality Authorities Act of June 19, 2001, P.L. 287, No. 22, 53 Pa.C.S. §§ 5601-5622, to hold or acquire by lease, purchase or condemnation any lands, rights, easements, franchises and other property, whether real, personal or mixed, deemed necessary or desirable for carrying out its purposes, including, without limitation, to construct, improve, maintain, repair and operate projects; and

WHEREAS, in connection with ALCOSAN's Clean Water Plan Project impacting various other properties (the "Project"), ALCOSAN requires a temporary construction easement in the temporary construction easement area shown on the plan attached as **Exhibit A** hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation and completion of the Project (the "Easement", and the area encompassed therein, the "Easement Area"), over that certain parcel of real property located at 112-156 Chartiers Avenue in the Borough of McKees Rocks, Allegheny County, Pennsylvania, currently identified by the Allegheny County Department of Real Estate as Tax Parcel ID Number 43-L-100, (the "Property"), which Property belongs to Property Owner, being all or a portion of the same property conveyed or devised to Property Owner by McKees Rocks Community Development Corporation

*[Signature]*

by Deed dated August 24, 2007, and recorded with the Allegheny County Department of Real Estate at Deed Book Volume 13357, Page 426 on August 30, 2007, and in lieu of condemnation thereof, Property Owner desires to grant the Easement(s) to ALCOSAN.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which Property Owner hereby acknowledges, Property Owner hereby grants, bargains, sells and conveys to ALCOSAN and its successors and assigns, for the term of this Agreement, the Easement, including, without limitation, the following rights and privileges: (a) to use the Easement Area for any work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation and completion of the Project; (b) to remove any buildings, structures and other obstacles located on the Easement Area that unreasonably interfere with the foregoing activities; (c) to park and place in the Easement Area any vehicles, temporary structures, equipment, materials and supplies for the Project; and (d) access to and ingress, egress and regres from, over, upon and within the Easement Area for all of the foregoing purposes.

ALCOSAN hereby grants to Property Owner, its tenants, guests, employees, or agents the temporary right to enter and park within a portion of that certain parcel of real property owned by ALCOSAN located at 108 McKees Rocks Plaza in the Borough of McKees Rocks, Allegheny County, Pennsylvania, currently identified by the Allegheny County Department of Real Estate as Tax Parcel ID Number 43-L-130, shaded in blue (the "ROE Area") on the plan titled "Old Town Properties – Parking Right of Entry," prepared by SciTek Consultants, Inc., dated November 24, 2025, attached hereto and made a part hereof as **Exhibit B**. Property Owner's right to park within the ROE Area shall commence on the Settlement Date and shall end automatically on the date that is the later of (a) the expiration or release of this Agreement, or (b) December 31, 2031. The Property Owner may not install any infrastructure or improvements within the ROE Area or change the ROE Area in any manner. Notwithstanding the foregoing, the Property Owner may paint parking space striping within the ROE Area, consistent with the existing shopping center parking space striping.

Property Owner shall not damage, tamper or interfere with any vehicles, temporary structures, equipment, materials, supplies or other property of ALCOSAN in the Easement Area, or interfere with ALCOSAN in its use and enjoyment of the Easement Area for the purposes provided for herein. During the time when Property Owner has a right-of-entry, ALCOSAN shall not interfere with Property Owner's use and enjoyment of the ROE Area for the specific purpose provided for herein, or damage, tamper, or interfere with any vehicles of Property Owner or its tenants or guests parked in the ROE Area.

Upon completion of its use of the Easement Area, ALCOSAN shall restore the Easement Area as may be necessary to restore the area with appropriate slope support, as closely as is practicable, to the condition and contour, compacted, reseeded, with all debris removed, and with any paving, pavement sealing and striping, and guardrails that are damaged or removed by the ALCOSAN work repaired and restored by ALCOSAN, that existed prior to use under the terms of this agreement.

ALCOSAN shall indemnify, hold harmless and defend Property Owner from and against any loss, claims, costs or damages incurred by Property Owner, its successors or assigns, to the extent caused by ALCOSAN its employees, agents, contractors or subcontractors in connection



with its use of the Easement Area; provided, however, that the foregoing obligations shall not apply to any gross negligence or willful misconduct of Property Owner, Property Owner's tenants, guests, employees, or agents, or those acting on behalf of or at the direction of Property Owner, or to acts or omissions of Property Owner that constitute a breach of this Agreement.

Property Owner shall indemnify, hold harmless, and defend ALCOSAN from and against any loss, claims, costs or damages incurred by ALCOSAN, its successors or assigns, to the extent caused by Property Owner, its tenants, guests, employees, or agents in connection with the use of the ROE Area; provided, however, that the foregoing obligations shall not apply to any gross negligence or willful misconduct of ALCOSAN, ALCOSAN's employees, agents, or those acting on behalf of or at the direction of ALCOSAN, or to acts or omissions of ALCOSAN that constitute a breach of this Agreement.

ALCOSAN shall obtain all necessary federal, state and local permits, licenses and other authorizations required for its activities and operations in the Easement Area hereunder, and ALCOSAN shall comply with all federal, state and local laws applicable to its activities and operations in the Easement Area hereunder.

ALCOSAN shall be solely responsible for, and shall pay on a timely basis when due, all costs and expenses associated with its activities in the Easement Area hereunder.

Property Owner, for itself, its successors and assigns, hereby covenants and agrees that it is the owner of the Property hereunder.

Property Owner hereby remises, releases, quitclaims and forever discharges ALCOSAN of and from all suits, damages, claims and demands which Property Owner might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of the grant of the Easement(s) hereunder and any injury to or destruction of the Easement Area through or by reason of ALCOSAN's use of the Easement Area hereunder, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that (a) if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903 and/or 904 (Replacement Housing) of the Eminent Domain Code, and (b) the foregoing release shall not be deemed to constitute a waiver of Property Owner's right to restoration of the Easement Area following ALCOSAN's use thereof as provided herein or Alcosan's obligation to indemnify and hold harmless the Property Owner as provided herein.

This Agreement shall expire automatically on the date that is the earlier of five (5) years after ALCOSAN commences construction within the Easement Area or December 31, 2035, but in the event that the Project is completed or ALCOSAN determines that it no longer requires the Easement prior to the foregoing date, ALCOSAN shall reasonably promptly deliver to Property Owner a written release of this Agreement, and in any case, if ALCOSAN records this Agreement in the public property records, then reasonably promptly following the expiration or release of this Agreement, ALCOSAN shall record a written release of this Agreement to terminate it of record.

This Agreement may only be amended by an instrument in writing signed by both Parties. Except as expressly provided in this Agreement, no waiver by any Party of any provision of or

A handwritten signature, likely 'Car', is written in cursive within a stylized oval frame.

right under this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of or right under this Agreement shall constitute a waiver of any other provision of or right hereunder, nor shall any waiver be a continuing waiver.

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

This Agreement (including the prefatory clauses hereof and the exhibits hereto, all of which are fully incorporated herein) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, shall be binding upon and inure to the benefit of each Party and its heirs, executors, administrators, successors and assigns, and shall constitute a covenant running with the land of the Property.

This Agreement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank.]

AR

IN WITNESS WHEREOF, Property Owner and ALCOSAN have executed or caused to be executed this Agreement, each intending to be legally bound hereby, effective on the Settlement Date (irrespective of whether executed by any Party before, on or after the Settlement Date).

---

**OLD TOWN PROPERTIES, LP**  
By: Old Town Properties, L.L.C., General  
Partner  
By: Trinity Commercial Development,  
LLC, Manager

BY: Craig A. Rippole  
Name: Craig A. Rippole  
Title: President/Member

**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY )

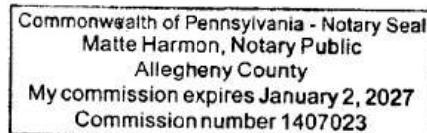
On this 17<sup>th</sup> day of December, 2025, before me, the undersigned officer, personally appeared Craig A. Rippole, who acknowledged(him)herself to be the President/member [title] of Trinity Commercial Development, LLC, the manager of Old Town Properties, L.L.C., the general partner of Old Town Properties, LP, and that as such officer/in such capacity, being authorized to do so, executed such instrument, by signing on behalf thereof as such officer/in such capacity, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

Matte Harmon  
Notary Public

[Seal]

My Commission expires:



**ALLEGHENY COUNTY SANITARY  
AUTHORITY**

BY: *Arletta Scott Williams*

Name: Arletta Scott Williams  
Title: Executive Director

**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY )

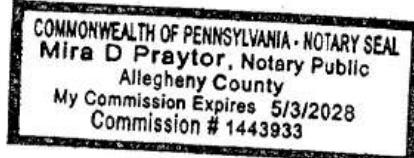
On this 24<sup>th</sup> day of December, 2025, before me, the undersigned officer, personally appeared Arletta Scott Williams, who acknowledged him/herself to be the Executive Director of the Allegheny County Sanitary Authority, and that as such officer, being authorized to do so, executed such instrument, by signing on behalf of such Authority as such officer, for the purposes contained therein.

In witness whereof, I hereto set my hand and official seal on the day and year set forth above.

*Mira D. Praytor*

Notary Public

[Seal]



My Commission expires:

**Certificate of Residence**

I do hereby certify that the **TAX BILL  
MAILING ADDRESS** of the within named Grantee is:

Allegheny County Sanitary Authority  
3300 Preble Avenue  
Pittsburgh, PA 15233

I do hereby certify that the **OWNER  
ADDRESS** of the within named Grantee is:

Allegheny County Sanitary Authority  
3300 Preble Avenue  
Pittsburgh, PA 15233

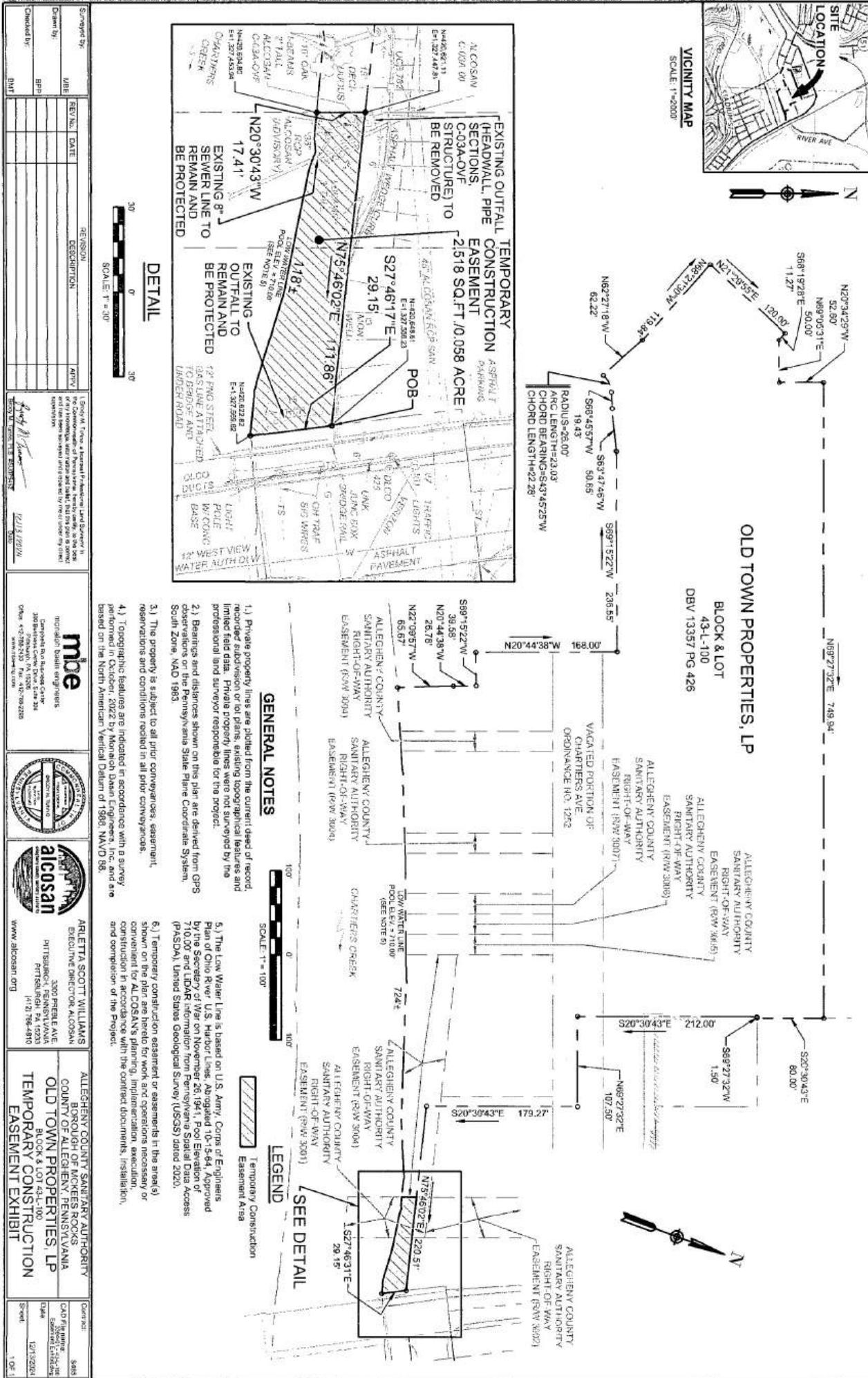
Witness my hand this 24 day of December, 2025.

*Arletta Scott Williams*  
Agent for Allegheny County Sanitary Authority

EXHIBIT A  
TO TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION  
PLAN DEPICTING PROPERTY, EASEMENT AND EASEMENT AREA

[See Attachment.]





**Temporary Construction Easement**

**Parcel ID: 43-L-100**

**Page 1 of 1**

**Temporary Construction Easement**

All that piece or parcel of land situate in the Borough of McKees Rocks, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a point at the intersection of the northerly and easterly property lines of Old Town Properties, LP.

Thence from said point of beginning along the easterly property line of Old Town Properties, LP South 27°46'17" East a distance of 29.15' to a point at the intersection of easterly property line of Old Town Properties, LP and the Low Water Line of Chartiers Creek (Pool Elevation = 710.00');

Thence in a westerly direction along the Low Water Line of Chartiers Creek by its various courses a distance of 118'± to a point at the intersection of the Low Water Line of Chartiers Creek and the westerly line of the Temporary Construction Easement;

Thence through the lands of Old Town Properties, LP along the westerly line of the Temporary Construction Easement North 20°30'43" West a distance of 17.41' to a point at the intersection of the westerly line of the Temporary Construction Easement and the northerly property line of Old Town Properties, LP;

Thence along the northerly property line of Old Town Properties, LP North 75°46'02" East a distance of 111.86' to a point, at the place of beginning.

Containing within said bounds 2,518 Square Feet / 0.058 Acre of land.

Being part of that parcel of land that McKees Rocks Community Development Corporation by their deed dated August 24, 2007, and recorded in Deed Book Volume 13357, Page 426 conveyed to Old Town Properties, LP.

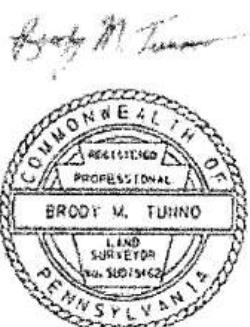
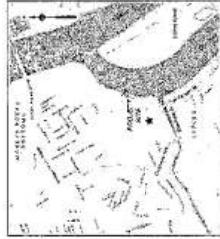


EXHIBIT B  
TO TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION

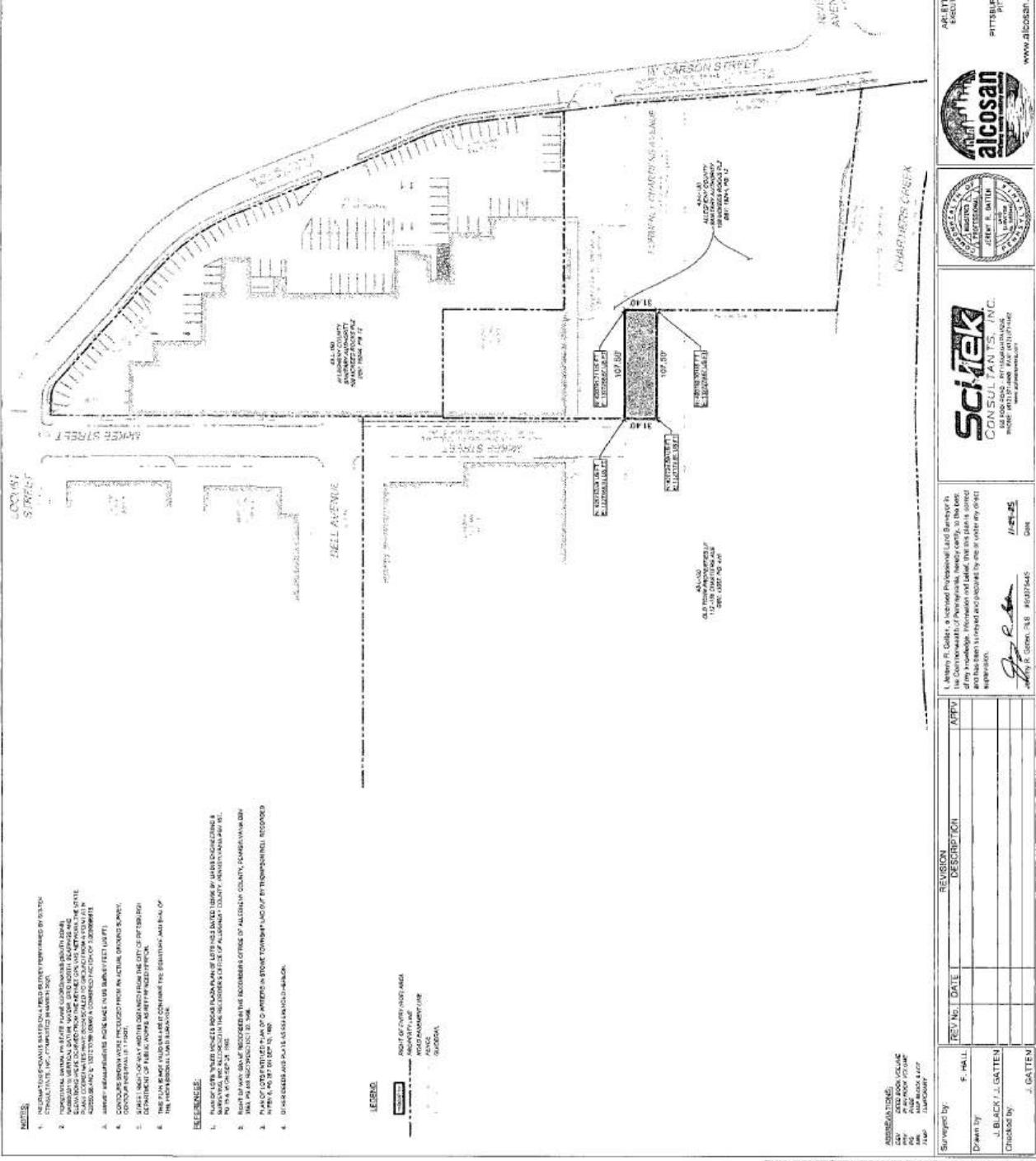
OLD TOWN PROPERTIES – RIGHT OF ENTRY

[See Attachment.]

A handwritten signature in black ink, enclosed in a circle. The signature appears to read "Pat".



VACINITY MAP  
MUT TO SGT ALB





(EX) MOD 06-19 (F1)

1830019105

## RECORDER'S USE ONLY

State Tax Paid:

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Instrument Number: \_\_\_\_\_

Date Recorded: \_\_\_\_\_

**REV-183**BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603**REALTY TRANSFER TAX  
STATEMENT OF VALUE**  
COMPLETE EACH SECTION**SECTION I****TRANSFER DATA**Date of Acceptance of Document  
12/17/2025

Grantor(s)/Lessor(s) Old Town Properties, LP	Telephone Number (412) 996-0544	Grantee(s)/Lessee(s) Allegheny County Sanitary Authority	Telephone Number (412) 766-1232
Mailing Address 1 Atlantic Avenue		Mailing Address 3300 Preble Avenue	
City Pittsburgh	State PA	ZIP Code 15202	City Pittsburgh

**SECTION II****REAL ESTATE LOCATION**

Street Address Chartiers Ave	City, Township, Borough McKees Rocks
County Allegheny	School District Sto-Rox

Tax Parcel Number  
Part of 43-L-100**SECTION III****VALUATION DATA**Was transaction part of an assignment or relocation?  YES  NO

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 5,700,400.00	5. Common Level Ratio Factor x 1.99	6. Computed Value = 11,343,796.00

**SECTION IV****EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed \$ 11,343,796.00	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
---	--	--

## 2. Fill in the Appropriate Oval Below for Exemption Claimed.

Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)

Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

Statutory corporate consolidation, merger or division. (Attach copy of articles.)

Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

**SECTION V****CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Name Keystone Acquisition Services Corporation	Telephone Number (412) 364-8612
Mailing Address 3200 McKnight East Drive STE 3210	City Pittsburgh

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

11/7/26

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

Allegheny County  
 Jessica Garofolo  
 Division of Real Estate  
 Pittsburgh, PA 15219

ORT ADDENDUM 13  
 Section 01 14 19  
 Attachment 1.6  
 (13 Pages)

\*\*\* Electronically Filed Document \*\*\*

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Department of Real Estate Stamp

Document Number: 2025-35239

Recorded As: ERX-DEED

Recorded On: December 31, 2025

Recorded At: 03:23:14 pm

Number of Pages: 13

Book-VI/Pg: Bk-DE VI-20288 Pg-363

Recording Fee: \$182.75

Parties:

PITTSBURGH CITY

ALLEGHENY COUNTY SANITARY AUTH

NOTE-

0075J00075000000

Receipt Number: 4541006

Processed By: Jim Bertoty

Realty Transfer Stamp

Consideration Amt:	\$0.00	Commonwealth of Pennsylvania	\$0
--------------------	--------	------------------------------	-----

Tax Code :	PITTSBURGH	Munic-Pittsburgh City of	\$0
------------	------------	--------------------------	-----

Tax Amount:	\$0.00	School District-Pittsburgh	\$0
-------------	--------	----------------------------	-----

Ward :	27-WOODS RUN-BRIGHTON ROAD	Munic-Penalty	\$0
--------	----------------------------	---------------	-----

Stamp Num:	T29029	Munic-Interest	\$0
------------	--------	----------------	-----

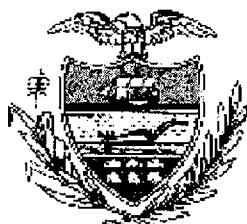
Blk/Lot:	0075J00075000000	School-Penalty	\$0
----------	------------------	----------------	-----

Affidavit:	YES	School-Interest	\$0
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Exempt:	Yes
---------	-----

I hereby certify that the within and foregoing was recorded in the Division of Real Estate's Office in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***



Jessica Garofolo, Director  
 Sara Innamorato, County Executive

649884

DRE Certified

31-Dec-2025 02:46P\Int By: M P

**QUITCLAIM DEED**Made the 12 day of December, 2025, between

For and in consideration of Eighteen Thousand Five Hundred Dollars (\$18,500.00) and other good and valuable consideration, receipt and legal sufficiency of which are hereby acknowledged, the **CITY OF PITTSBURGH**, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania, "Grantor", does hereby convey, devise, grant and quitclaim unto the **ALLEGHENY COUNTY SANITARY AUTHORITY**, a municipal authority organized under the laws of the Commonwealth of Pennsylvania, "Grantee", whose tax mailing address is 3300 Preble Avenue, Pittsburgh, PA 15233, its successors and assigns forever, any and all of Grantor's right, title and interest in and to the real property described on Exhibit "A", attached hereto and incorporated herein by this reference.

BEING ALL OF A PARCEL LOCATED IN THE CITY OF PITTSBURGH'S 27<sup>TH</sup> WARD  
KNOWN AS PARCEL ID NO: 75-J-75.

SAVE AND EXCEPT, easements and restrictions of record, zoning ordinances, and real estate taxes and assessments, if any, prorated to the date of this deed.

EXPRESSLY EXCLUDING, any oil, gas, coal, coalbed methane, hydrocarbons or any other minerals underlying the above-described property to the extent owned or controlled by Grantor.

TOGETHER with all and singular the buildings, improvements, rights, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belong.

TO HAVE AND TO HOLD all and singular, said property, together with the appurtenances, unto Grantee, it's successors and assigns, forever, WITHOUT WARRANTY OF ANY KIND OR NATURE from Grantor.

THIS conveyance is made, executed, and delivered without warranty of title, either express, implied, or statutory.

THIS Quitclaim Deed is executed and accepted by virtue and in pursuance of City of Pittsburgh Council Resolution No. 785 of 2025, effective December 10, 2025.

**NOTICE: THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE FO THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. "THIS NOTICE IS SET FORTH IN THE MANNER PROVIDED IN SECTION 1 OF THE ACT OF SEPTEMBER 10, 1965, P.L. 505, NO. 255 (52 P.S. 1551).**

*[Signatures appear on the next page]*

**SIGNATURE PAGE TO QUITCLAIM DEED**

IN WITNESS WHEREOF, this instrument is executed this the 12 day of December, 2025.

## CITY OF PITTSBURGH

By: *Jeanne Fifer*  
Name: JENNIFER FIFER  
Lis: DIRECTOR/TREASURER

**EXAMINED BY:** Sheriff of Anne Arundel Co.  
Assistant City Solicitor

### Assistant City Solicitor

APPROVED AS TO FORM: John City Solicitor

City Solicitor

COMMONWEALTH OF PENNSYLVANIA

114

SS:

COUNTY OF ALLEGHENY

On this 19 day of December, 2025, before me, a Notary Public (the undersigned officer), personally appeared Jennifer Gula, who acknowledged herself to be the Director of the Department of Finance of the City of Pittsburgh, and that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notary Public

## Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Natalie Joy Mays, Notary Public  
Allegheny County  
My commission expires January 31, 2029  
Commission number 1274423  
Member, Pennsylvania Association of Notaries

### Certificate of Residence

I do hereby certify that the **Tax Billing Address** of the within named Grantee is:

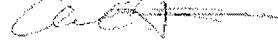
3300 Preble Avenue

Pittsburgh, PA 15233

I do hereby certify that the **Owner Mailing Address** of the within named Grantee is:

3300 Preble Avenue

Pittsburgh, PA 15233

By: 

Audra E. Hutter, as agent

**EXHIBIT A**  
**REAL PROPERTY DESCRIPTION**

[See Attached]

Fee Area Legal Description

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at a north easterly corner of parcel 75-J-75 now or formerly owned by the City of Pittsburgh;

Thence from said point of beginning along the shared line of parcel 75-J-75 and parcel 75-K-60 owned by the Allegheny County Sewer Authority by an arc to the left with a radius of 618.62 feet a distance of 142.64 feet, having a chord bearing of South 25°13'55" East a distance of 142.32 feet, to a point;

Thence continuing along said line South 31°50'15" East a distance of 144.20 feet to a point on the northerly right-of-way line of Tracy Street;

Thence along said northerly right of way line of Tracy Street South 89°14'35" West a distance of 42.03 feet to a point on the shared line of parcel 75-J-75 and parcel 75-K-60;

Thence along said shared line the following 3 courses and distances: North 31°50'15" West 122.50 feet to a point; by an arc to the right with a radius of 654.62 feet a distance of 162.52 feet, having a chord bearing of North 24°43'31" West a distance of 162.10 feet, to a point;

Thence North 89°15'10" East a distance of 37.72 feet to a point, the place of beginning.

Containing within said bounds 10,294 square feet, or 0.236 acre of land more or less, as depicted on a map titled Exhibit of Required Fee Areas for the City of Pittsburgh, by Sci-Tek Consultants, Inc., signed and sealed by Jeremy R. Gatten, PLS on 3/31/2025.

Being part of parcel 75-J-75 owned now or formerly by the city of Pittsburgh.

Fee Area 2

All that piece or parcel of land situate in the 27th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, being more particularly described as follows:

Beginning at the intersection of the southerly right of way line of Tracy Street and the easterly line of parcel 75-J-75 now or formerly owned by the City of Pittsburgh;

Thence from said point of beginning along a shared line of parcel 75-J-75 and parcel 75-P-120 owned now or formerly by the Valspar Corporation South  $30^{\circ}56'32''$  East a distance of 104.19 feet to a point;

Thence continuing along said line by an arc to the left with a radius of 409.90 feet a distance of 70.05 feet, having a chord bearing of South  $43^{\circ}15'08''$  East a distance of 69.96 feet, to a point;

Thence leaving said line of Valspar Corporation by an arc to the right with a radius of 1343.08 feet a distance of 86.63 feet, having a chord bearing of South  $26^{\circ}54'58''$  East a distance of 86.61 feet, to a point on the northerly line of parcel 75-R-272 owned now or formerly by Allegheny County Sanitary Authority;

Thence along said line of parcel 75-R-272 South  $40^{\circ}47'28''$  West a distance of 39.56 feet to a point on the shared line of parcel 75-J-75 and parcel 75-P-100 owned now or formerly by Allegheny County Sanitary Authority;

Thence along said shared line the following 2 courses and distances: by an arc to the left with a radius of 1304.21 feet a distance of 170.31 feet, having a chord bearing of North  $28^{\circ}05'47''$  West a distance of 170.19 feet, to a point;

Thence North  $31^{\circ}50'15''$  West a distance of 114.21 feet to a point on the southerly right of way line of Tracy Street;

Thence along the southerly line of Tracy Street North  $89^{\circ}14'35''$  East a distance of 25.53 feet to a point, the place of beginning.

Containing within said bounds 7,510 square feet, or 0.172 acre of land more or less, as depicted on a map titled Exhibit of Required Fee Areas for the City of Pittsburgh, by Sci-Tek Consultants, Inc., signed and sealed by Jeremy R. Gatten, PLS on 3/31/2025.

Being part of parcel 75-J-75 owned now or formerly by the city of Pittsburgh.

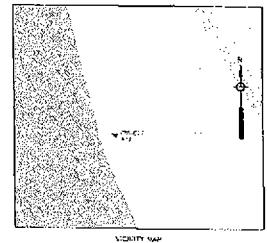
## NOTES:

- INFORMATION SHOWN IS BASED ON A FIELD SURVEY PERFORMED BY SCI-TEK CONSULTANTS, INC., COMPLETED IN MAY 2021.
- SOURCE OF TITLE FOR THE SUBJECT TRACT IS RECORDED IN DEED BOOK VOLUME 10760 PAGE 659, RECORDED 08/04/2000 IN THE OFFICE OF THE ALLEGHENY COUNTY RECORDER OF DEEDS.
- HORIZONTAL DATUM: PA STATE PLANE COORDINATES (SOUTH ZONE) NAD83(2011); VERTICAL DATUM: NAVD88 (GEOID 18); GRID NORTH, BEARINGS AND ELEVATIONS WERE DERIVED FROM THE KEYNET/GPS VRS NETWORK.
- SURVEY MEASUREMENTS WERE MADE IN US SURVEY FEET (1/8 FT).
- STREET RIGHT-OF-WAY WIDTHS OBTAINED FROM VALSPAR SUBDIVISION PLAN PBV 207 PG 16,19.
- THIS PLAN IS NOT VALID UNLESS IT CONTAINS THE SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR.

Point Table		
Point #	Northing	Easting
1	423897.51	1330149.74
2	423768.75	1330104.41
3	423645.25	1330285.43
4	423645.71	1330214.41
5	423749.77	1330172.83
6	423397.02	133012.02
7	423406.36	1330284.81
8	423517.00	1330284.18
9	423466.04	1330386.12
10	423385.82	1330435.33
11	423356.82	1330409.48
12	422509.00	1330329.33
13	423906.03	1330269.08

LEGEND:

- REQUIRED FEE AREA
- COMPUTED POINT
- EXISTING PROPERTY BOUNDARY LINE
- ADJOINING PROPERTY LINE



## REFERENCES:

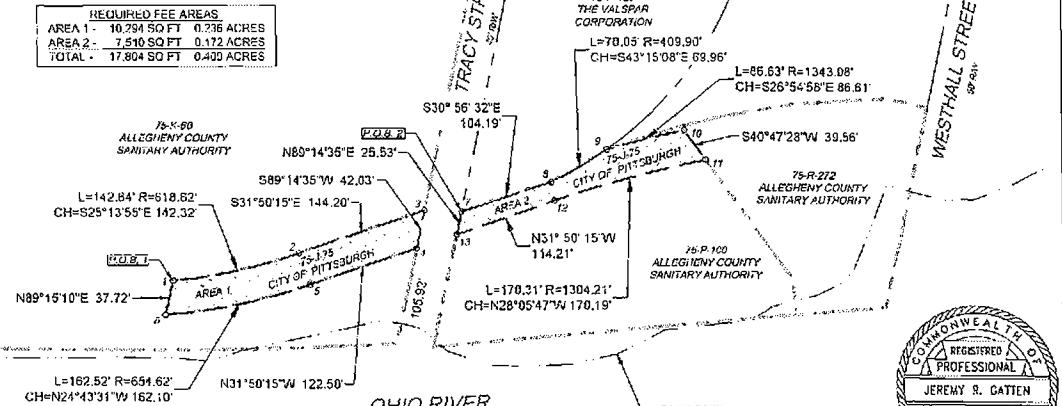
- PAGES 1, 51A & 51B OF THE RAILROAD VALUATION MAP TITLED "RIGHT OF WAY AND TRACK MAP THE PITTSBURGH AND WESTERN RAILROAD COMPANY OPERATED BY THE BALTIMORE AND OHIO RAILROAD COMPANY PITTSBURGH DIVISION MAINLINE" DATED JUNE 30, 1916.
- DEEDS AND PLATS AS REFERENCED HEREON.

## ABBREVIATIONS:

CONC	CONCRETE
DBV	DEED BOOK VOLUME
RBV	PLAN BOOK VOLUME
Pg	PAGE
ELEV	ELEVATION
POB	POINT OF BEGINNING
UNK	UNKNOWN

REQUIRED FEE AREAS

AREA 1 - 10,791 SQ FT	0.276 ACRES
AREA 2 - 7,510 SQ FT	0.172 ACRES
TOTAL - 17,801 SQ FT	0.448 ACRES



REVISION			
Surveyed by:	REV No.	DATE	DESCRIPTION
F. HALL			
Drawn by:			
J. GATTEN			
Checked by:			
J. GATTEN		3-31-25	J. Gatten, PLS #SU37440 USA

**SciTek**  
CONSULTANTS, INC.

ALL PROFESSIONAL SURVEYS AND PLATS  
3000 PREBLE AVE, PITTSBURGH, PA 15233  
(412) 766-4216



1330 PREBLE AVE  
PITTSBURGH, PA 15233  
(412) 766-4216  
www.scitekn.org

ALLEGHENY COUNTY SANITARY AUTHORITY  
REGIONAL CONVEYANCE SYSTEM  
27TH WARD, CITY OF PITTSBURGH  
COUNTY OF ALLEGHENY, PENNSYLVANIA  
EXHIBIT OF REQUIRED FEE AREAS  
THE CITY OF PITTSBURGH  
PARTS OF 75-J-75

Contract: 10-045  
CAD File Name: 75-J-75.dwg  
Page: 1 of 1  
Date: 3/31/2025  
Dwg: 3/31/2025  
Sheet: 1 of 1



(EX) MOD 06-19 (F1)

**REV-183**  
 BUREAU OF INDIVIDUAL TAXES  
 PO BOX 280603  
 HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX  
 STATEMENT OF VALUE**  
 COMPLETE EACH SECTION

1830019105

**RECORDER'S USE ONLY**

State Tax Paid:

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Instrument Number: \_\_\_\_\_

Date Recorded: \_\_\_\_\_

**SECTION I TRANSFER DATA**

Date of Acceptance of Document

Grantor(s)/Lessor(s) City of Pittsburgh	Telephone Number (412) 255-2626	Grantee(s)/Lessee(s) Allegheny County Sanitary Authority	Telephone Number (412) 766-4810
Mailing Address 414 Grant St.		Mailing Address 3300 Preble Avenue	
City Pittsburgh	State PA	ZIP Code 15219	City Pittsburgh
State PA	ZIP Code 15233		

**SECTION II REAL ESTATE LOCATION**

Street Address Westhall St.	City, Township, Borough Pittsburgh, 27th Ward	
County Allegheny	School District Pittsburgh	Tax Parcel Number 75-J-75

**SECTION III VALUATION DATA**Was transaction part of an assignment or relocation?  YES  NO

1. Actual Cash Consideration 18,500.00	2. Other Consideration + 0.00	3. Total Consideration = 18,500.00
4. County Assessed Value 18,500.00	5. Common Level Ratio Factor x 1.99	6. Computed Value = 36,815.00

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed \$ 18,500.00	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
---	--	--

**2. Fill in the Appropriate Oval Below for Exemption Claimed.**

Will or intestate succession. (Name of Decedent) \_\_\_\_\_ (Estate File Number) \_\_\_\_\_

Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)

Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

Statutory corporate consolidation, merger or division. (Attach copy of articles.)

Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

Political Subdivision/Authority exempt from payment of transfer tax per 61 Pa. Code 91.192(a) – see authorization resolutions attached.

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Name Audra E. Hutter	Telephone Number (412) 394-5400		
Mailing Address Two Gateway Center	City Pittsburgh	State PA	ZIP Code 15222

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

 Date  
12/31/2025

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

OFFICIAL

**ALLEGHENY COUNTY SANITARY AUTHORITY  
RESOLUTION NO. 2025-04-04**

A RESOLUTION OF THE ALLEGHENY COUNTY SANITARY AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE PURCHASE OF A PARCEL OF REAL ESTATE, IDENTIFIED AS BLOCK AND LOT NO. 75-J-75, NOW OR FORMERLY OWNED BY THE CITY OF PITTSBURGH.

WHEREAS, the Allegheny County Sanitary Authority (the "Authority") is authorized and empowered by the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601, *et seq.* (the "Act") to exercise all powers necessary to carry out its purposes as contemplated in the Act, including without limitation the powers to acquire property through purchase; and

WHEREAS, in order to meet its mission to provide cost effective, customer oriented, and environmentally conscious wastewater treatment that protects public health and enhances the use of natural resources, the Authority has identified one parcel of real property that, in the judgment of the Authority's engineers and other representatives, and in connection with other property that has been or will be acquired, is necessary, in whole or part, for the Authority to acquire to carry out its purposes and continue to meet its mission; said parcel is identified in the records of the Allegheny County Assessment Office as Block and Lot No. 75-J-75, situate in the 27<sup>th</sup> Ward of the City of Pittsburgh, more particularly described and depicted in the Plat Plan attached as **Exhibit A** hereto (the "Subject Property"); and

WHEREAS, the Authority, by and through its agents, has entered negotiations with the property owner in an attempt to reach agreement as to the fair value of the Subject Property.

NOW, THEREFORE, the Board of Directors of the Authority hereby resolves as follows, incorporating the above recitals by reference:

**Section 1.** The Authority, pursuant to the Act, hereby authorizes the purchase of the Subject Property from the current owner for consideration in the amount of Eighteen Thousand Five Hundred and 00/100 Dollars (\$18,500.00), plus closing and other costs related thereto according to customary practice in Pennsylvania.

**Section 2.** The Authority's Solicitor and other Authority officials are hereby authorized and empowered to conduct due diligence, retain the services of appraisers and title insurance agents, prepare, execute and record deeds and other agreements and instruments, all in a form acceptable to the Authority's Solicitor, and take any other action necessary and appropriate under applicable law to effectuate the purpose of this Resolution.

**Section 3.** It is the intention of the Authority that the sections, subsections, paragraphs, sentences and/or phrases of this Resolution are severable. If any section, subsection, paragraph, sentence, or

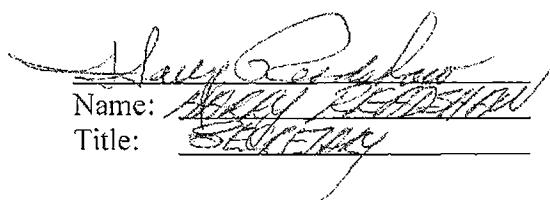
phrase of this Resolution is for any reason declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Resolution as a whole or the validity of any remaining sections, subsections, paragraphs, sentences, or phrases of this Resolution.

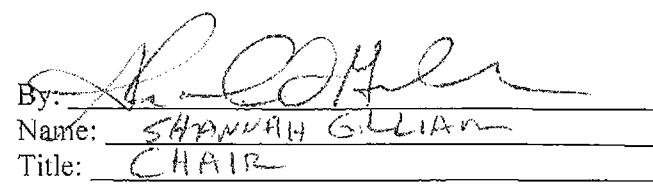
**Section 4.** This Resolution shall take effect immediately.

**RESOLVED** and **ADOPTED** this 24<sup>th</sup> day of April, 2025, by the Board of Directors of the Allegheny County Sanitary Authority in lawful session duly assembled.

ATTEST:

ALLEGHENY COUNTY SANITARY AUTHORITY

  
Name: Abby Redden  
Title: SECRETARY

  
By: Savannah Gillian  
Name: Savannah Gillian  
Title: Chair

(Seal)

**EXHIBIT A**

**PLAT PLAN**

20288  
363  
12312025

## NOTES

1. INFORMATION SHOWN IS BASED ON A FIELD SURVEY PERFORMED BY SOL-TEK CONSULTANTS, INC., COMPLETED IN MAY 2021.
2. SOURCE OF TITLE FOR THE SUBJECT TRACT IS RECORDED IN DEED BOOK VOLUME 10760 PAGE 638, RECORDED 05/04/2020 IN THE OFFICE OF THE ALLEGHENY COUNTY RECORDER OF DEEDS.
3. HORIZONTAL DATUM: PA STATE PLANE COORDINATES (SOUTH ZONE) NAD83(2011); VERTICAL DATUM: NAVD88 (GEOID 14); GRID NORTH, BEARINGS AND ELEVATIONS WERE DERIVED FROM THE KEYNET GPS VRS NETWORK.
4. SURVEY MEASUREMENTS WERE MADE IN US SURVEY FEET (US FT).
5. STREET RIGHT-OF-WAY WIDTHS OBTAINED FROM VALSPAR SUBDIVISION PLAN PBV 207 PG 16, 19.
6. THIS PLAN IS NOT VALID UNLESS IT CONTAINS THE SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR.

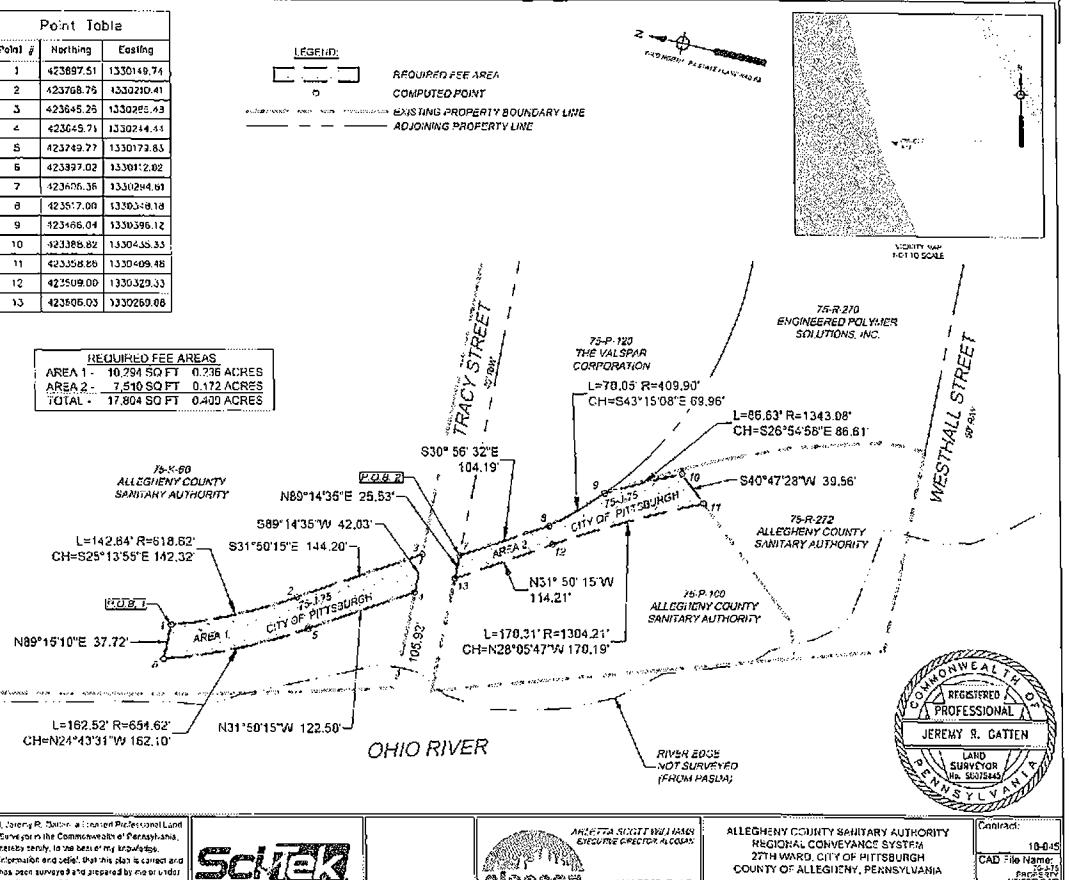
Point Table		
Pohn #	Northing	Eastling
1	423687.51	1330149.74
2	423708.75	1330210.41
3	423645.25	1330255.43
4	423645.71	1330214.44
5	423749.77	1330173.73
6	423937.02	1330181.02
7	423606.35	1330129.61
8	423571.30	1330438.18
9	423465.04	1330396.18
10	423388.82	1330438.35
11	423305.89	1330499.48
12	423509.01	1330329.73
13	423505.03	1330269.84

## REFERENCES:

1. PAGES 1, 51A, & 51B OF THE RAILROAD VALUATION MAP TITLED "RIGHT OF WAY AND TRACK MAP THE PITTSBURGH AND WESTERN RAILROAD COMPANY OPERATED BY THE BALTIMORE AND OHIO RAILROAD COMPANY PITTSBURGH DIVISION MAINLINE" DATED JUNE 26 1916.

#### ABBREVIATIONS:

CONC	CONCRETE
DBV	DEED BOOK VOLUME
PBV	PLAN BOOK VOLUME
PG	PAGE
ELEV	ELEVATION
POB	POINT OF BEGINNING
UNK	UNKNOWN



Surveyed by:	REVISION			
	REV No.	DATE	DESCRIPTION	APPRV
F. HALL				
Drawn by:				
J. BLACK				
Checked by:				
J. GATTEN				



PITTSBURGH, PA. 15222  
(412) 766-4200

ALLEGHENY COUNTY SANITARY AUTHORITY  
REGIONAL CONVEYANCE SYSTEM  
27TH WARD, CITY OF PITTSBURGH  
COUNTY OF ALLEGHENY, PENNSYLVANIA

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EXHIBIT D REQUIRED FEE AREAS  
THE CITY OF PITTSBURGH  
SHEET NO. 175

Contract: 10-045  
CAD File Name: 15-2-75  
PROPERTY EXHIBIT D/23  
Date: 3/31/2025  
Sheet:

**Addendum No. 13**

**Attachment H**

**APPENDIX A – TECHNICAL SPECIFICATIONS**

**SECTION 01 32 13**

- **Attachment 2.1 – Public Service License Agreement (Agreement No. 11A248) – 9-A-147 – ALCOSAN and the Commonwealth of Pennsylvania Department of Transportation (19 pages)**

**ORT ADDENDUM 13**

Section 01 32 13

**Attachment 2.1**

(19 Pages)

County: Allegheny

Agreement Number: 11A248

Municipality: City of Pittsburgh

Licensee: Allegheny County Sanitary Authority

**PUBLIC SERVICE LICENSE AGREEMENT**

This License Agreement, is between the Commonwealth of Pennsylvania (“Commonwealth”), Department of Transportation (“Department”),

and

Allegheny County Sanitary Authority, a public service corporation, organized under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 3300 Preble Avenue, Pittsburgh, Allegheny County, Pennsylvania (“Licensee”).

The Department is the owner of property located at lot and block 9-A-147 along SR 0279 (LR 1021-2U) bordered by Progress Street and Madison Avenue in the City of Pittsburgh, Allegheny County, Pennsylvania (“Premises”).

The Licensee is a public service corporation engaged in the business of providing wastewater treatment services to the public.

As part of the Clean Water Plan, the Licensee is required, pursuant to federal mandate, to improve its sewer system and control stormwater overflow by separating runoff from the sanitary sewer system through the construction and implementation of a new regional sewer tunnel system (“Project”), a portion of which is designed to run underneath the Premises where Licensee currently has no right of way or license.

The Department, with the approval of the Governor, is authorized to grant a revocable license to a public service corporation, such as Licensee, pursuant to the provisions of Section 514 of the Administrative Code of 1929, as amended, 71 P.S. §194, if the public service line in question is necessary for the service of the public or a state institution and it is necessary or reasonably required to cross the Commonwealth’s land to afford such service.

The Licensee’s sewage tunnel is necessary for the service of the public and it is necessary or reasonably required to cross the Commonwealth’s land to afford such service.

The parties, intending to be legally bound, agree as follows:

1. **Grant of License.** The Department grants to the Licensee, subject to the supervision of the Department, a revocable license to construct, install, inspect, maintain, repair, operate, change the size of, replace, and remove a 19,900-foot long and 18-foot internal diameter tunnel in sound rock at a depth of approximately 140 feet and its associated facilities (“Utility Facilities”) on its Premises. The Premises and the approximate location of the Utility Facilities are shown and described on the site plan attached as Exhibit “A.”

2. Costs. The Licensee shall be responsible for all costs and expenses incident to the Project. Upon completion of the construction, the Licensee shall assume all future costs associated with the maintenance and operation of the Utility Facilities.
3. Payment. The Licensee shall compensate the Department for the use of the Premises by paying a one-time fee in the amount of \$500.00. The Licensee shall make payment in full and prior to the start of work.
4. Restoration: After installing the Utility Facilities as shown on Exhibit "A," the Licensee shall restore the property of the Department as nearly as possible to its condition as the property existed prior to any entry by the Licensee.
5. Permits and Compliance with Law. The Licensee shall, at its sole expense, secure all necessary permits required for any activities performed pursuant to this agreement and shall comply with all federal, state and local laws, statutes, ordinances and rules and regulations that may affect in any respect the Licensee's use of the property owned by the Department.
6. Notice of Entry. The Licensee shall notify the Department in writing at least seven days prior to the time it intends to begin construction on the Premises and shall give like notice in the future when Licensee deems entry onto the Premises with equipment necessary to inspect, maintain, replace, change the size of, repair, or remove any Utility Facilities. During an emergency, the notice requirement does not apply, and the Licensee shall provide notice as soon as practicable after the emergency.
7. Normal Use of Property. The Licensee shall ensure that its construction, installation, use, operation, inspection, maintenance, repair, changing the size of, replacement, and removal of the Utility Facilities does not unnecessarily interfere with the normal use of the Premises.
8. Damages. The Licensee shall be responsible for, and shall reimburse the Department and the Commonwealth for all damages to the Department's property and the Commonwealth's property caused by the Licensee in the construction, installation, inspection, maintenance, repair, replacement, use, operation, size change, and removal of the Utility Facilities or any part of the Utility Facilities, unless the damage was caused by the negligence, gross negligence, or willful misconduct of the Department or the Commonwealth.
9. Insurance. The Licensee shall, at its sole expense, take out and keep in force during the term of this agreement commercial general liability insurance and property damage insurance. The minimum amounts of coverage are \$250,000.00 per person and \$1,000,000.00 per occurrence for bodily injury, including death, and \$250,000.00 per person and \$1,000,000.00 per occurrence for property damage. These coverages must be occurrence-based. The policy(ies) must name the Commonwealth as an additional insured and contain a provision that the coverages afforded under the policy may not be cancelled or changed unless at least 30 days prior written notice has been given to the Commonwealth or the project is complete. Prior to the commencement of work under this agreement, the Licensee shall provide the Department with a current certificate of insurance showing the required coverages and provisions.

10. Revocation. The Department may revoke this license for reasonable cause or for violation of any term or condition of this agreement, upon six months written notice by the Department. Reasonable cause for termination includes, but is not limited to, the need for present or future transportation use of the Premises where such use would be incompatible with the continued occupancy of the Utility Facilities under this agreement. If the Department revokes the agreement, the Licensee shall terminate the line and the Department shall reimburse the Licensee for the costs of termination.
11. Commonwealth Standard Terms and Conditions (Revised – 10/1/2023). The Licensee shall comply with the Commonwealth Standard Terms and Conditions (Revised – 10/1/2023) which are attached as Exhibits “B.”
12. Amendments and Modifications. No alterations or variations to this agreement are valid unless made in writing and signed by the parties. Amendments to this agreement must be accomplished through a formal written document signed by the parties with the same formality as the original agreement.
13. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding up on the parties.
14. No Waiver. Either party may elect not to enforce its rights and remedies under this license in the event of a breach by the other party of any term or condition of this license. In any event, the failure by either party to enforce its rights or remedies under this license may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this license.
15. Independence of the Parties. Nothing contained in this agreement is intended or may be construed to create or establish the relationship of partners between the Licensee and the Department, or to infer that the Department is the representative or general agent of Licensee for any purpose.
16. Assignment. This license may not be assigned, either in whole or in part, without the written consent of the Department.
17. No Third-Party Beneficiary Rights. This agreement does not create or confer any rights in or on persons or entities not a party to this agreement.
18. Successors and Assigns. This license will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
19. Rights and Remedies. The rights and remedies provided in this license are cumulative, and the use or non-use of any one right or remedy by either party will not preclude or waive its

right to use any or all other remedies. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

20. **Notices.** Notices required under this agreement must be forwarded to the Licensee at the following address:

Allegheny County Sanitary Authority  
3300 Preble Avenue  
Pittsburgh, PA 15233

With a copy to:

Babst, Calland, Clements & Zomnir, P.C.  
c/o Alyssa E. Golfieri, Esq.  
Two Gateway Center  
603 Stanwix Street  
Pittsburgh, PA 15222

and to the Department:

PA Department of Transportation  
Engineering District 11-0  
45 Thoms Run Road  
Bridgeville, PA 15017

or to such other address as a party may designate in writing to the other party.

21. **Force Majeure.** Neither party will be liable for failure to perform under this license if the failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
22. **Electronic Signature.** This license may be electronically signed in accordance with the Electronic Transactions Act, 73 P.S. §§ 22.301, *et seq.*
23. **Integration and Merger.** The parties intend this license to constitute the complete, exclusive, and fully integrated statement of their agreement. All representations, understandings, promises, and agreements pertaining to the subject matter of this license made prior to or at the time this license is executed are superseded. There are no conditions precedent to the performance of this agreement.

24. Counterparts. This agreement may be executed in counterparts, each of which is deemed an original and has the full force and effect as an original but all of which constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The parties have executed this agreement to be effective as of the date of the last signature affixed below.

APPROVED BY THE GOVERNOR  
COMMONWEALTH OF PENNSYLVANIA



Governor

Date

ALLEGHENY COUNTY  
SANITARY AUTHORITY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION



Name: Arletta Scott Williams Date  
Title: Executive Director 4/3/2025

District Executive  
Engineering District 11-0

Digitally signed by Jason Zang  
Date: 2025.04.10 09:10:57  
-04'00'

ATTEST:



Name: Kimberly Kennedy Date  
Title: Director of Engineering & Construction

APPROVED AS TO FORM AND LEGALITY:



4.10.2025

Office of Chief Counsel

DATE



4/28/2025

Office of General Counsel

DATE

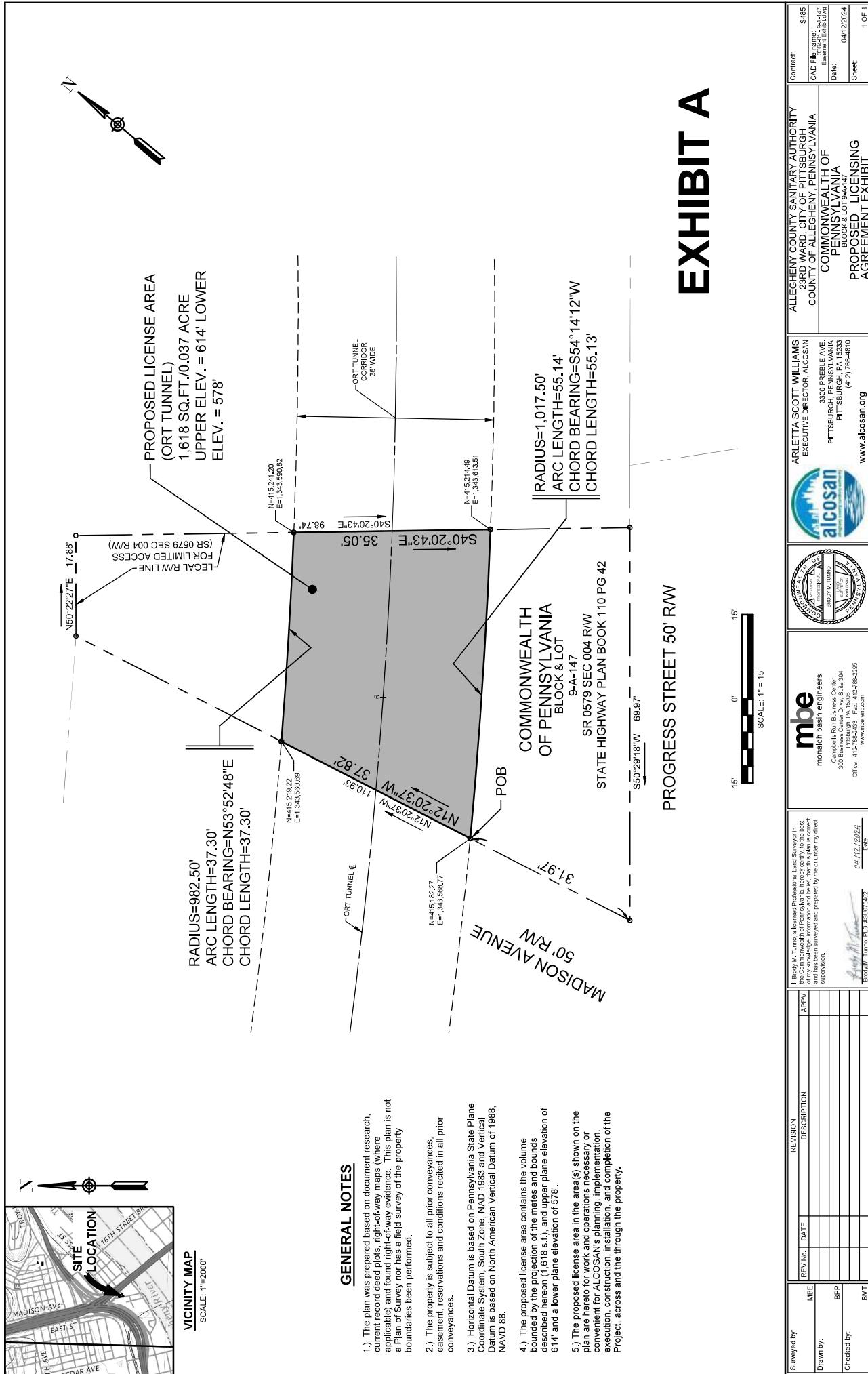
Katherine P.  
Zimmermann

Digitally signed by Katherine P. Zimmermann  
DN: cn=Katherine P. Zimmermann, o=Office of  
Attorney General, ou=Legal Review Section - Civil  
Division, email=kzimmermann@attorneygeneral.gov,  
c=US  
Date: 2025.05.30 13:59:07 -04'00'

Office of Attorney General

DATE

## EXHIBIT A



## GENERAL NOTES

- 1.) The plan was prepared based on document research, record document files, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.
- 2.) The property is subject to all prior conveyances, easements, reservations and conditions recited in all prior conveyances.
- 3.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAD 88.
- 4.) The proposed license area contains the volume bounded by the projection of the mites and bounds described heron (1,118 s.f.), and upper plane elevation of 514.34' and a lower plane elevation of 578'.
- 5.) The proposed license area in the area(s) shown on the map are an area(s) for ALCOSONS planning, implementation, construction, installation, and completion of the proposed project, across and through the property.

VICINITY MAP

FILE NAME:V3364336101-01 ORT Moll Meade-Subsidiary Exhibit 3-364-01 - 9A-147 Easement Exhibit LAST SAVED BY BPTC1HE PLT DTA

## “EXHIBIT B”

### **Commonwealth Standard Terms and Conditions (Revised - 10/1/2023)**

#### **1. DEFINITIONS.**

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

#### **2. ENHANCED MINIMUM WAGE.**

- a. **Enhanced Minimum Wage.** Contractor shall pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee’s hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time performing ancillary services in a given work week.
- b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- c. **Exceptions.** These Enhanced Minimum Wage Provisions do not apply to employees
  - i. Exempt from minimum wage under the Minimum Wage Act of 1968;
  - ii. covered by a collective bargaining agreement;
  - iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - iv. required to be paid a higher wage under any state or local policy or ordinance.
- d. **Notice.** The Contractor shall: (1) post this Enhanced Minimum Wage Provision for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.

- e. **Records.** Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- f. **Sanctions.** Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. **Subcontractors.** The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contact or lease to ensure that these provisions are binding on its subcontractors.

### **3. INDEMNIFICATION.**

- a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
- b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

### **4. NONDISCRIMINATION/SEXUAL HARASSMENT.**

- a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access

to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:

- i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
- iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
- iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
- v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.

c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously

in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- d. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
- f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

## 5. CONTRACTOR INTEGRITY.

- a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:
  - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
  - iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.

- iv. “Financial Interest” means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. **Representations and Warranties.**

- i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:
  - 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
  - 3. had any business license or professional license suspended or revoked;
  - 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - 5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth’s best interest to execute the contract.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents

that it has not violated any of these Contractor Integrity Provisions during the term of the contract.

iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.

c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.
- v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.

- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
- viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or

any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

- f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

## 6. CONTRACTOR RESPONSIBILITY.

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
  - i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
  - ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

## 7. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

## 8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or

proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

## 9. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this contract.
- b. **Contractor Assistance.** If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor’s assistance, and the Contractor shall provide to the Commonwealth:
  - i. access to, and copies of, any document or information in the Contractor’s possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
  - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth’s determination.
- d. **Reimbursement.**
  - i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

- ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

## **10. OFFSET.**

The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.

## **11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.**

- a. **Payment Method.** The Commonwealth shall make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- b. **Unique Identifier.** The Contractor must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Contractor's unique invoice number on its ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- c. **ACH Information in SRM.** The Contractor shall ensure that the ACH information contained in SRM is accurate and complete. The Contractor's failure to maintain accurate and complete information may result in delays in payments.

## **12. WORKER PROTECTION AND INVESTMENT.**

The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

**Addendum No. 13**

**Attachment I**

**APPENDIX A – TECHNICAL SPECIFICATIONS**

**SECTION 33 01 30.21**

- SONAR SEWER INSPECTION**

## **SECTION 33 01 30.21**

### **SONAR SEWER INSPECTION**

#### **PART 1 – GENERAL**

##### **1.1 SUMMARY**

- A.** The intent of this contract is to complete Closed Circuit Television (CCTV) inspection of sewer segments in compliance with current National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Standards (PACP-compliant) and coding standards and perform in a certified software (Version 7.0 Standards). In some instances sonar inspection may be necessary and shall be performed to the same standards as CCTV.
- B.** Furnish all necessary labor, material, equipment, tools, service and incidentals required to visually inspect by means of sonar inspection for each individual sewer pipe segment included in the scope of work and in compliance with the Contract Documents.
- C.** Sewers shall remain in continuous, uninterrupted service at all times during the inspections and will be completely full of wastewater. Some interceptors, including siphon pipes, cannot be dewatered to make visual inspections.
- D.** All inspections shall be witnessed by the Construction Inspector or Construction Manager.
- E.** Sonar equipment may be used in conjunction with an internal CCTV inspection for partially full pipes, at the direction of the Owner.
- F.** Conduct cleaning in accordance with Section 33 01 30.41.

##### **1.2 DEFINITIONS**

- A.** **SONAR Inspection:** use of high-frequency sonars to create visual images of the interior of fully submerged or partially submerged sections of sewer pipes. Sonar provides cross section properties, pipe deformation, debris levels, and the presence of obstructions.
- B.** **MPEG:** Moving Picture Expert Group, is a family of international standards used for coding audio-visual information in a digital compressed format (including such variations as MPEG-4).
- C.** **Pre-Installation Sonar Inspection:** Inspection of sewer lines where sewer work will be conducted, to confirm the interior condition of the existing sewers, whether cleaning

has been performed as specified, the locations and activity of pipe connections, and constructability of proposed connections and sewer line rehabilitation according to the Contract Drawings and Specifications.

- D. Post-Installation Sonar Inspection: Inspection to determine that connections to sewers and rehabilitation and/or replacement of sewers has been completed according to the Contract Drawings and Specifications.
- E. Sonar Inspection Log: Information collected and recorded by each sonar operator during sonar inspection.
- F. NASSCO PACP Inspection: NASSCO Pipeline Assessment Certification Program (PACP) Version 7.0 Standards.

### 1.3 RELATED DOCUMENTS

- A. Related Sections:
  - 1. Section 01 22 00 – Measurement and Payment
  - 2. Section 01 45 23 – Pre-Construction and Post-Construction Inspections
  - 3. Section 02 73 40 – Flow Management
  - 4. Section 33 01 30.11 – CCTV Inspection of Sewers
  - 5. Section 33 01 30.41 – Cleaning of Sewers

### 1.4 QUALIFICATIONS

- A. All sonar sewer inspection operators and supervisors must be certified through completion of NASSCO Pipeline Assessment and Certification Program (PACP) training. The PACP certification must remain current throughout the performance of this work. Each operator and supervisor must have successfully carried out work similar in nature, scope and value to the Work specified within the previous three (3) consecutive years.

### 1.5 SUBMITTALS

- A. Submit the following not less than two (2) weeks prior to start of sonar sewer inspection work:
  - 1. A complete list of sonar inspection subcontractors.
  - 2. Sonar Inspection Procedures: Written description of procedures for completing the sonar inspection.
  - 3. Sonar Equipment Product Literature: Manufacturer product literature for all digital sonar equipment including, but not limited to cabling, camera, monitor, footage counter, digital video titling device, and recorder documenting their capability and resolution.
  - 4. CCTV/Sonar Software Product Literature: Manufacturer product literature verifying that coding software is NASSCO certified (Version 7.0 Standards).

Sonar software should be capable of displaying and/or feeding real-time live video to coding software for recording.

5. Sample Sonar Inspection Report: Contractor shall submit a sample Sonar inspection report, including digital video recordings, and electronic NASSCO PACP-compliant database files, of three actual sewer inspections performed by each device planned for use on this contract.
6. Documentation to demonstrate the experience of the CCTV staff proposed.
7. Current NASSCO PACP training Certificate and resume for each sonar inspection operator and supervisor. The PACP certification must remain current throughout the performance of this work.
8. Emergency Plan: Written document that outlines methods for recovering inspection equipment that has become lodged, lost, or uncontrollable within the sewer. This plan should also include provisions for providing replacement manhole covers, steel plating, and secure barriers to protect exposed or damaged manholes and open excavations.

B. Submit visual and audio recordings of sewer inspections to the Owner within 10 working days of each inspection. If the Owner determines that a recording is defective or not of adequate quality, reinspect the respective sewer segment.

## 1.6 QUALITY ASSURANCE AND QUALITY CONTROL

- A. Comply with all codes, laws, ordinances, and regulations of governmental authorities having jurisdiction over this part of the Work.
- B. Perform inspections of one pipe segment of sewer line at a time.
- C. All inspections shall be performed and coded in accordance with current NASSCO PACP-compliant Standards Version 7.
- D. Implement a formal coding accuracy verification system before starting the Work.
  1. Coding accuracy will be a function of the number of defects or construction features not recorded or omitted as well as of the correctness of the coding and classifications recorded. Coding accuracy is to satisfy the following requirements:
    - a. Header accuracy: 95 percent.
    - b. Detail/defect coding accuracy: 85 percent.
  2. Inspections failing to meet these criteria will be rejected, re-inspected if required, recorded, and resubmitted at no additional cost.
  3. Verify coding accuracy on a random basis on a minimum of 10 percent of the inspection reports. Submit coding accuracy checks with the corresponding video recording.
  4. Perform a minimum of two accuracy verifications for each operator for each week in which work is performed and submit the results to the Owner.

5. Re-code inspections not satisfying the accuracy requirements and verify the accuracy of the inspections immediately preceding and immediately following the non-compliant inspection. Repeat the process until the preceding and subsequent inspections meet the accuracy requirements.
- E. Operators failing to meet the accuracy requirements on two occasions will not be permitted to perform inspections on the remainder of the Contract until the Contractor can demonstrate to the Owner that the operator can code and meet the accuracy specified.
- F. All inspections will be witnessed by the Owner.

## PART 2 – PRODUCTS

### 2.1 EQUIPMENT

- A. A complete sonar system, including but not limited to electronic footage counter, monitor, and digital video recorder/player used for the televising operations shall be specifically designed and constructed for sewer inspections.
- B. The equipment must allow the accurate quantification of solids accumulation, sectional area loss, joint separation, and other structural flaws that may exist. The equipment must allow the accurate location of all encountered problems and defects along the interceptor system, and where sediment and gravel has accumulated. The equipment must allow for the accurate measurement of debris levels or obstruction dimensions from the inside diameter of the pipe.
- C. General Requirements
  1. The inspection equipment shall be capable of inspecting a minimum 2,000 linear feet of sewer line without access to a manhole in between.
  2. Manual winches, power winches, powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.
  3. The Contractor is responsible for presenting issues regarding questionable video quality immediately to the attention of the Owner.
  4. Equipment shall produce NASSCO-compliant inspections.
  5. An electronic footage counter shall accurately measure the exact distance of the sonar inspection equipment from the center of the starting manhole. This measurement shall be displayed on the monitor and recorded on the video at all times. The importance of accurate distance measurements is emphasized.
- D. Provide regular equipment inspection and maintenance.

## E. SONAR Equipment

1. General Requirements
  - a. The Contractor's equipment must be capable of operating under full-pipe flow conditions, with the pipe in continuous service, and with the pipe velocities associated with continuous service.
  - b. Sonar software shall be configurable to allow for changes in pipe shape and size without requiring removal of the sonar from the pipe system
  - c. The Scanning Unit shall provide real-time continuous scanning for the entire duration of the inspection.
  - d. The images must be continuously displayed on a color monitor and must be stored on a portable hard drive.
  - e. The stored images must be able to be post analyzed for cursors to be overlaid and measurements to be taken.
  - f. The stationing along the inspected Sewer Line shall appear on all video images.
  - g. The stationing origin (Sta.0+00) shall be identified in the written report for each inspected section.
  - h. Manholes and structures must correspond to the ORT Appendix B – Contract Drawings.
2. Sonar scanning equipment shall accurately measure the depth to sediment or pipe surface below the fluid level at regular intervals throughout the inspection.
  - a. The equipment must allow the accurate quantification of solids accumulation, sectional area loss, joint separation, and other structural flaws that may exist.
  - b. Error tolerances for sediment volume quantification shall be a minimum of 92 percent accuracy for pipelines between 36-inch and 54-inch diameter inclusive, and a minimum of 95 percent accuracy for pipelines of greater than 54-inch diameter.
3. Sonar equipment must be programmable multi-frequency profiling sonar specifically adapted to using sound waves to locate and map subaqueous sewer irregularities by creating continuous sonar images recorded in "real time" mode.
4. The sonar shall be digital, multi-frequency profiling sonar that supports a range of frequencies from 600 kHz to 2.0 MHz to minimize noise. The sonar shall be tunable across the full frequency range in 5 kHz steps.
5. The range resolution measurement error shall be no greater than 0.08-inch from distances of 3 to 12 feet, and no greater than 0.4-inch from distances of beyond 16.5 feet.
6. The minimum detectable range for the sonar unit shall be 6 inches.

## 2.2 SOFTWARE

- A. WinCan VX or similar NASSCO PACP (Version 7.0) capable software or approved equal.

## PART 3 – EXECUTION

### 3.1 GENERAL

- A. Do not perform sonar inspection work until submittals have been approved by the Owner.
- B. Use the approved submittals as the templates for sonar inspection reports.

### 3.2 PROCEDURE

- A. The entire length of sewer shall be televised by the use of sonar equipment to provide a visual and audio digital data record of the conditions of the interior of the sewer line that can be replayed, analyzed, mapped, and reported.
- B. Pre-cleaning of the sewer to facilitate inspection of the sewer is considered incidental to the inspection bid item. Pre-cleaning will consist of three complete passes through the sewer segment using appropriately sized equipment.
- C. Work should not be completed during wet-weather events and will not be initiated until at least 24-hours after a wet weather event occurs.
- D. Perform pre-installation sonar sewer inspection immediately after line cleaning and before line rehabilitation work. Verify that the line is clean and ready to accept the line rehabilitation, the location and nature of defects observed, and confirm that the proposed method of repair and rehabilitation is proper for the defects observed. Prepare Inspection Logs. Maintain copies of video recordings and reports for reference by ALCOSAN for the duration of the Project.
- E. Perform sonar sewer inspections during low flow conditions.
- F. Notify the Owner if sonar sewer inspection cannot be performed.
- G. Schedule the inspection of downstream sewers after the contributing upstream sewers have been cleaned.
- H. Coordinate with the Owner where access manholes cannot be located or accessed from the surface to develop an approach to inspecting the pipe segment.
- I. Prioritize use of manholes that are not located on private property. Manholes located on private property may be used subject to Owner review and approval.

J. Calibrate the cable location by recording the distance from the center of the manhole to the pipe/wall interface, then set the distance reading so that the interface point is zero.

1. Record the distance from the center of the manhole to the cable calibration location at the start of the inspection and adjust the distance reading so that zero is at the pipe and manhole interface.
2. The cable calibration location is the intersection point between the camera's widest horizontal viewing angle and the pipe's side periphery (03 or 09 o'clock) when the camera is level and looking forward.
3. Indicate on the monitor screen an accurate automatic distance measurement that begins to move immediately as the camera moves. Ensure measurement is accurate from the cable calibration point to the center of the finish manhole.

K. Notify the Owner of all NASSCO Grade 4 and 5 defects upon observation/discovery of such defects. Provide a digital pan and tilt photo of each defect and a digital photo or image of the defect taken down the long axis of the pipe. Determine the ovality of the pipe at the locations of NASSCO Grade 4 and 5 defects.

L. Reverse Set-Up Inspection

1. If inspection of an entire section cannot be successfully performed from the upstream manhole, perform a reverse setup from the downstream manhole of the segment to obtain a complete video inspection.
2. The joining of an upstream and downstream inspection to complete a segment will not be acceptable as a deliverable submission.

M. Termination or abandonment of a survey will not be acceptable if the contractor runs out of CCTV camera tether.

1. The exception to this will be in the instance where a segment inspection cannot be completed because the distance between access points is greater than the specified length of CCTV inspection cable. This may be caused by a manhole that is not constructed as shown on the mapping, is buried or otherwise reasonably inaccessible, or due to the actual distance between access points.
2. The joining of two video inspections to complete a pipe segment will not be acceptable as a deliverable submission.

N. Obstructions

1. The Contractor is responsible to properly plan the work such that manhole to manhole segment inspections are complete unless there is a NASSCO structural, O&M, or construction defect that prevents the Contractor from completing the inspection.
2. If, during the inspection operation, the camera will not pass an obstruction, the equipment shall be removed and repositioned in a manner so that the inspection can be performed from the opposite direction from an adjacent manhole.

3. If, after removing and repositioning from the opposite manhole, the camera fails to pass through the entire pipe section, the Contractor shall attempt to make a determination as to the reason for this failure.
4. The Contractor shall notify the Owner of the failure and immediately (within one work day) submit the digital data record and the inspection report to the Owner.
5. Within two working days from receipt of the digital video data and the related inspection report, the Owner shall review the submission and provide to the Contractor one of the following directions:
  - a. The section(s) is to be cleaned and the televising proceed.
    - 1) The Contractor shall not receive any additional compensation for work delays, re-mobilization, or the re-scheduling of the work due to obstructions that prevent televising from being completed.
    - 2) Payment to the Contractor for this line segment shall only consist of the bid item lump sum unit for the final, completed inspection footage and cleaning of the designated sewers to be inspected by sonar per the Contract Documents.
  - b. If the Owner determines that the failure is due to a significant structural defect that prevents the inspection from proceeding, the inspection shall be considered complete.
    - 1) No additional inspection or cleaning work will be required in this case, and reimbursement to the Contractor for this line segment shall only consist of the bid item lump sum unit for the completed inspection footage of the designated sewers to be inspected by sonar per the Contract Documents.

**O. Removal of Equipment That Becomes Stuck in a Sewer**

1. Per Contractor's Emergency Plan, advise the Owner immediately if equipment becomes lodged, lost, or uncontrollable within the sewer. Contractor shall initially attempt to remove such equipment, using whatever legal and safe means are necessary, for at least 4 hours.
2. Following this initial attempt, advise the Owner if the equipment cannot be freed and mark the position on the surface over the sewer where the equipment is lodged or lost. Accuracy of the measurement shall be attained by use of a surveyor wheel, walking meter, roll tape, or other suitable and calibrated device.
3. The Contractor will communicate to Owner about the need to have an excavation made to the top of the sewer where the equipment is lodged or lost.
4. The Contractor will communicate to the Owner if at any time a condition related to the stuck equipment is causing an Observed Emergency Condition, as defined in Part 3.1.H.
5. The Contractor will be responsible for coordinating recovery efforts with the owner of the sewer and the Owner.
6. The Contractor will arrange to have an excavation made to the top of the sewer where the equipment is lodged or lost within 12 hours of the time the equipment became lodged or lost.

7. Owner shall be present during the excavation, and once the top of the sewer is exposed and the excavation is secured, Contractor shall remove the top of the sewer pipe and retrieve the equipment lodged or lost in the sewer.
8. The Contractor will arrange to have the sewer repaired and site restored after removal of the equipment that was stuck.
9. Contractor will pay all costs associated with equipment retrieval and/or removal, including but not limited to, retrieval and removal of equipment, bypass pumping, excavation, sewer repair, backfilling, and surface restoration.
  - a. Backfilling, sewer repair, and surface restoration work will be completed in a manner that complies with the construction standards of the Municipality, Authority, or Agency that owns the sewer and/or the surface features disturbed during the work.
  - b. Repair, backfill, and surface restoration will be completed in the same day.
10. The Contractor shall not receive any additional compensation for equipment recovery/replacement costs, other incidental costs, work delays, re-mobilization or the re-scheduling of the work should the equipment become stuck.
11. Contractor shall repeat inspection and cleaning of the sewer in accordance with the Contract Documents to remove backfill and debris that may have entered the sewer during removal of the equipment and subsequent repair of the sewer.
12. No payment or extra time will be given for equipment downtime and attempted or completed equipment retrieval.

P. Observed Emergency Conditions

1. Inspection crews shall immediately notify Owner of:
  - a. Any defects or site conditions posing imminent danger to the public, such as missing covers, covers with existing fractures, covers broken during the work, severely deteriorated structures, sink holes, etc.;
  - b. The Owner should be notified of missing manhole access covers even if an internal cover access cover is present.
  - c. Structural defects that could lead to the imminent collapse of the pipe that could cause danger to the public, pipe blockages, flooding, or potential overflow conditions.
  - d. O&M defects such as root masses, debris, grease accumulation, etc. blocking 50 percent of the pipe that could cause pipe blockages, flooding, or potential overflow conditions.
  - e. Contractor shall take a minimum of two photographs of the defect or site condition and provide it to the Owner or on-site representative.
  - f. Contractor shall be responsible to protect the site and perform emergency repairs for any defects or damage caused by the Contractor during the execution of the work. The Contractor should terminate work at that specific site so that protection of the site and emergency repairs can be completed immediately. No additional payment or schedule extensions shall be made for the completion of repairs of defects or damage to municipal infrastructure caused by Contractor.

- g. Repeat inspection and cleaning of the sewer in accordance with the Contract Documents if required to remove backfill and debris that may have entered the sewer during emergency repairs.

### 3.3 RECORDING OF FIELD OBSERVATIONS

- A. All digital data records shall reference and correspond to the mapping and naming conventions provided by the Owner for each pipeline segment to be inspected. Recordings shall be made of the inspections and copies of both the recordings, digital NASSCO PACP-compliant database, and printed inspection logs shall be supplied to the Owner.
- B. Sonar Inspections
  1. Software: The Contractor shall use Certified NASSCO PACP, Version 7.0 software.
  2. Reporting: The Contractor shall perform all inspections and code all observations in accordance with the current NASSCO PACP manual.
  3. One complete inspection shall be performed for each sewer segment and will consist of observations from one manhole to another, or access point to access point.
- C. Sonar Header
  1. Sonar header information will be recorded for each pipe segment video and will be displayed for a minimum of 30 seconds at the start of all inspections. Inspection of the sewer shall not proceed while the information screen is displayed. The data must be presented in a format with white text on a black background. The following information will be provided in the video header.
    - a. Contract Number: 1797
    - b. Date: Date inspection was completed. Format: MM-DD-YYYY.
    - c. Time: Time survey was initiated. Format: 24-hr military, HH:MM:SS.
    - d. Surveyed By: Name of PACP certified inspection operator conducting the inspection.
    - e. Survey Number: NASSCO certificate number of the operator conducting the inspection.
    - f. Company: Name of company completing the inspection.
    - g. Start MH ID: ID number of the MH where the inspection is initiated.
    - h. Finish MH ID: ID number of the MH where the inspection is ended.
    - i. Street: Street in which a majority of the sewer being inspected is located. Enter “ROW, (Street Name)” if sewer is not in the road but is in close proximity to a readily identifiable street. Enter “ROW” if sewer is not in close proximity to a readily identifiable street.
    - j. Start Location: Physical address, intersection or nearest landmark that can be used to readily identify the location of the start MH.

- k. Survey Direction: Direction of inspection in relation to flow in the sewer; Upstream or Downstream
- l. Material: Material composition of sewer being inspected. Format: NASSCO PACP code.
- m. Height: Nominal sewer dimensions. Pipe diameter if circular, height if non-circular.
- n. Width: Nominal sewer dimensions. Maximum width if non-circular.
- 2. Inspection form header and detail sections shall comply with NASSCO PACP guidelines. The following additional information will be included in the inspection form header.
  - a. Time: Time survey was initiated. Format: 24-hour military, HH:MM:SS.
  - b. Length Surveyed: Actual length of sewer inspected.
  - c. Media Label: The name of the video file for the sewer inspection.
  - d. Empty Header: Reason why the inspection could not be performed.
- 3. Inspection forms shall be completed and submitted for all pipe sections requiring inspection, including those for which an actual inspection cannot be initiated. Inspections that are not initiated will be confirmed with the Owner. Reasons for non-initiation of an inspection include sewers that the Contractor cannot gain access or when the Contractor is directed not to conduct an inspection.
  - a. An “empty header” or “0-ft MSA” inspection should be completed for segments that cannot be inspected for reasons such as high flow, depths, velocities, inaccessibility to the sewer or unlocated access structures, heavy debris, Owner direction, etc.
  - b. A CCTV inspection report header will be created according to the project specifications. The contractor will abandon the survey at a distance of 0-ft inspected and provide a general comment that describes the reason that the inspection cannot be conducted.
  - c. An “empty header” should also be created for reversal inspections that cannot be completed. Contractor should record at least one photo documenting conditions preventing the inspection of the pipe segment.
- 4. Recordings: The purpose of digital recording shall be to supply a visual and audio record of full, manhole to manhole, sewer segments that will identify defects. The recordings may be replayed, analyzed, mapped, and reported by the Owner using the WinCan software.
  - a. Playback shall be at the same speed that it was recorded. Slow motion or stop motion playback features shall not be permitted under this contract.
  - b. Digital Format Video Recordings will be captured and issued in digital format in color from the live video source on digital video discs, DVD-R format to the following minimum requirements and later transferred to adequately sized portable hard-drives for submission. Adjust requirements as required to achieve the specified lines of resolution.
  - c. XSVD MPEG-2 format.
  - d. Data/Bit Rate: MPEG-2 @ 3.0 M-bits/sec.

5. Obtain digital video inspections from first generation recordings using video capture equipment capable of capture with no frame loss.
6. Submit one complete single digital file for each inspection. Produce the final file in one of the following ways:
  - a. Capture the original recording continuously using a computer system and video capture card regardless of the progress of the inspection. Edit the original raw digital file before submission to remove the pauses where inspection progress is not continuous. or
  - b. Capture the original recording intermittently using a computer system and video capture card. Edit the original raw digital file before submission to form one continuous file. or
  - c. Capture original recording with specialized video recording equipment capable of pausing and resuming live recording to produce a single file for submission.
  - d. Edit digital videos using non-linear video editing software. Do not recompress edited digital files.
  - e. Each digital file shall be a single structure to structure sewer segment inspection. Multiple segment inspections will not be submitted in a single file. Video files containing more than one segment inspection will be rejected and reinspected at no additional cost.
7. Provide file names containing up to a maximum of 64 characters for each digital video and photographs files as follows:
  - a. Video:  
AssetID\_StartMH\_US/DS\_MMDDYYYY\_HHMM.VideoExtension
  - b. Photo:  
AssetID\_MMDDYYYY\_HHMM\_ObservationPosition\_DefectCode.PhotoExtension
  - c. Database: Contract\_Operator\_Package\_MMDDYYYY.DatabaseExtension

Where:

- 1) Asset ID: Owner's name for the pipe or manhole, as provided on the Contract Documents.
- 2) Starting MH: ID number of the MH where the inspection is initiated.
- 3) US/DS: Direction of inspection in relation to flow in the sewer; Upstream (US) or Downstream (DS)
- 4) MMDDYYYY: Date inspection was completed. Two-digit month; two-digit day; four-digit year. For example, June 20, 2015 is 06202015.
- 5) HHMM: Military format time survey was initiated. Two-digit hour; two-digit minute. For example: 2:53 PM is 1453.
- 6) Video Extension: Type of video file (.mpg; .mp4, etc.)
- 7) Observation Position: Clock position of the defect being described.
- 8) Defect Code: NASSCO PACP code applied to the defect being described.

- 9) Photo Extension: Type of photograph or image file (.jpg; .bmp, etc.).
- 10) Contract: Contract number of the inspection project. 1797.
- 11) Operator: NASSCO certificate number of the operator conducting the inspection.
- 12) Database Extension: Type of database file (.mdb etc.).
- 8. Within 10 working days of the inspection, submit digital files of the original video inspections, the corresponding database, and required supplemental information to the Owner on a portable hard drive. The data submittal will not be considered officially submitted until the information listed in this specification is provided to the Owner and determined to be administratively complete.
- 9. Ensure that the entire inspection, including reverse inspections, of a particular sewer is contained on the same portable hard drive. Record reverse set-up inspections of a sewer immediately after the original inspection where possible. Provide explanation to Owner where a reversal is not immediately possible.
- 10. The Contractor shall be required to have all recordings and necessary playback equipment readily accessible for review by the Owner during the project.
- 11. The Contractor shall furnish all of the original recordings to the Owner.
- 12. The Contractor shall keep a copy of the recordings for 120 days after the completion of the project, at which time the recordings may be erased at the Contractor's option.

### 3.4 POST-INSTALLATION INSPECTION

- A. Perform post-construction inspection when work is complete using the same procedures as pre-installation inspections.

### 3.5 ACCEPTANCE OF INSPECTIONS

- A. All final deliverables shall be submitted to the Owner no later than 60 days from completion of sewer inspection activities.
- B. The Owner will review inspection reports and video recordings to ensure compliance with the specifications within fifteen working days of submission. The Owner may adjust the frequency of reviews based on the results of previous reviews.
- C. The Sonar Inspection Report shall include the following information:
  - 1. Sonar Scanning inspection:
    - a. Graphical summaries of sediment thickness and cumulative sediment volumes in the trough of the pipe below the water line versus pipe location, and pipe capacity depicting actual versus original theoretical storage capacity.
    - b. Statistical average, minimum, and maximum values of sediment accumulation along the sewer, where appropriate, as determined by calculating the portion of the pipe obstructed by sediment and presented as a percentage of the pipe area.

- c. Video file of sonar data in AVI file format.
- d. An accompanying NASSCO PACP exported database separate from any CCTV database. The sonar database shall include all appropriate header information and any other discernable observations. In addition, “sonar” should be entered in the remarks field. Alternative database formats may be considered and approved by the Owner.

D. Re-perform preparatory cleaning and sewer inspections, at no additional cost to the Owner, where the Owner has determined the requirements of the specification have not been satisfied.

E. Correct non-compliant inspection submissions and resubmit the corrected inspections, or provide a Corrective Action Plan to address rejected or non-compliant data, at no additional cost, to the Owner within ten working days of receiving comments regarding the acceptance or compliance of the submitted data, or as coordinated with the Owner.

F. Repeat the process at no additional cost until the inspection submissions are accepted by the Owner. The Contractor will not be paid for preparatory cleaning or inspection submissions that are not accepted by the Owner.

END OF SECTION

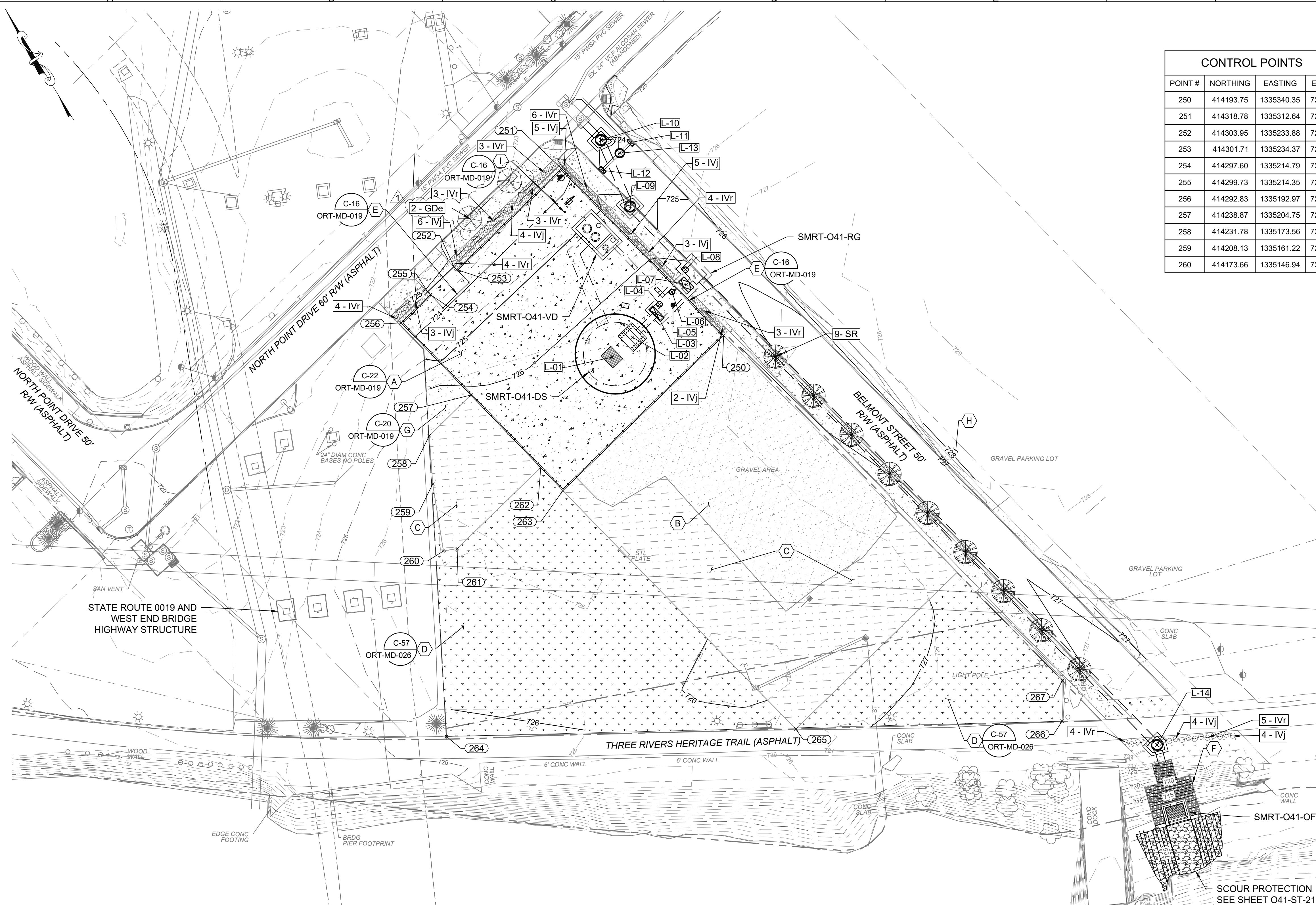
**Addendum No. 13**

**Attachment J**

**APPENDIX B – CONTRACT DRAWINGS**

- **Revised O27-CI-109 (Sheet 199 of 770)**
- **Revised O41-CI-209 (Sheet 308 of 770)**
- **Revised A58-CI-408 (Sheet 394 of 770)**
- **Revised ORT-MD-026 (Sheet 673 of 770)**





CONTROL POINTS				CONTROL POINTS				STRUCTURE DATA TABLE		
POINT #	NORTHING	EASTING	ELEV.	POINT #	NORTHING	EASTING	ELEV.	NAME	DESCRIPTION	ELEVATION
250	414193.75	1335340.35	726.82	261	414170.79	1335154.02	726.50	L-01	7' X 9' ACCESS HATCH	726.19
251	414318.78	1335312.64	723.97	262	414184.69	1335216.60	726.30	L-02	10'6" X 12' REMOVABLE CONCRETE ACCESS PLANKS	726.22
252	414303.95	1335233.88	723.25	263	414167.49	1335220.36	726.38	L-03	REMOVABLE CONCRETE ACCESS PLANK	726.26
253	414301.71	1335234.37	723.38	264	414085.87	1335094.79	725.21	L-04	36" MANHOLE FRAME	726.25
254	414297.60	1335214.79	723.26	265	413988.56	1335260.63	726.94	L-05	24" MANHOLE FRAME	726.33
255	414299.73	1335214.35	723.11	266	413915.36	1335387.61	727.39	L-06	36" MANHOLE FRAME	726.28
256	414292.83	1335192.97	723.39	267	413934.35	1335399.50	727.70	L-07	8'2" X 4' ACCESS HATCH	726.25
257	414238.87	1335204.75	726.05					L-08	36" MANHOLE FRAME	726.11
258	414231.78	1335173.56	726.31					L-09	30" MANHOLE FRAME	725.20
259	414208.13	1335161.22	726.40					L-10	30" MANHOLE FRAME	724.00
260	414173.66	1335146.94	726.50					L-11	2' X 4' CATCH BASIN	724.06
								L-12	2' X 4' CATCH BASIN	724.06
								L-13	30" MANHOLE FRAME	724.23
								L-14	30" MANHOLE FRAME	727.22

### KEY NOTES

- (A) ON-SITE CONCRETE PAVEMENT
- (B) EXISTING GRAVEL TO REMAIN
- (C) EXISTING PAVEMENT TO REMAIN
- (D) TOPSOIL AND PERMANENT SEEDING
- (E) STANDARD PERMANENT BOLLARD AND CHAIN BARRIER
- (F) RIPRAP
- (G) ON-SITE AGGREGATE SURFACE
- (H) TEMPORARY ASPHALT PAVEMENT
- (I) STANDARD PERMANENT BOLLARD

### NOTES

1. SEE SHEET ORT-MD-026 FOR PLANTING LIST AND DETAILS.
2. TRAIL RESTORATION, INCLUDING VEGETATION, TO COMPLY WITH CITY OF PITTSBURGH TRAIL STANDARDS.

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SCALE IN FEET  
SCALE 1" = 30'

Designed by:	JRL
Drawn by:	MJN
Checked by:	DLM

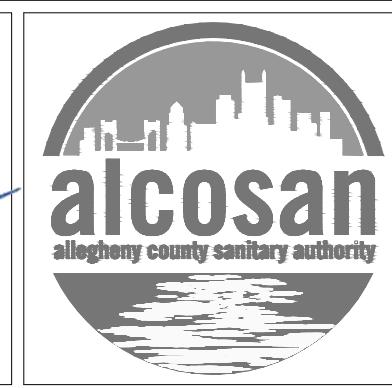
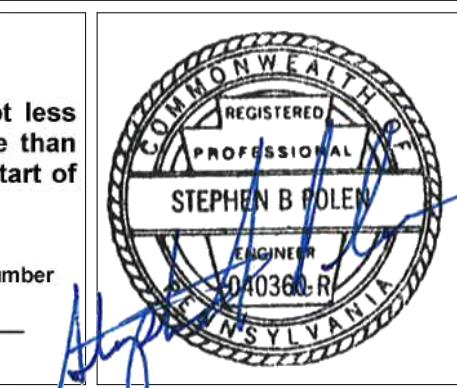
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REV. NO.	DATE	DESCRIPTION	APPV
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**M**  
**MOTT**  
**MACDONALD**

Two Allegheny Center  
Nova Tower 2, Suite 1301  
Pittsburgh, PA 15212  
(412) 497 - 2900



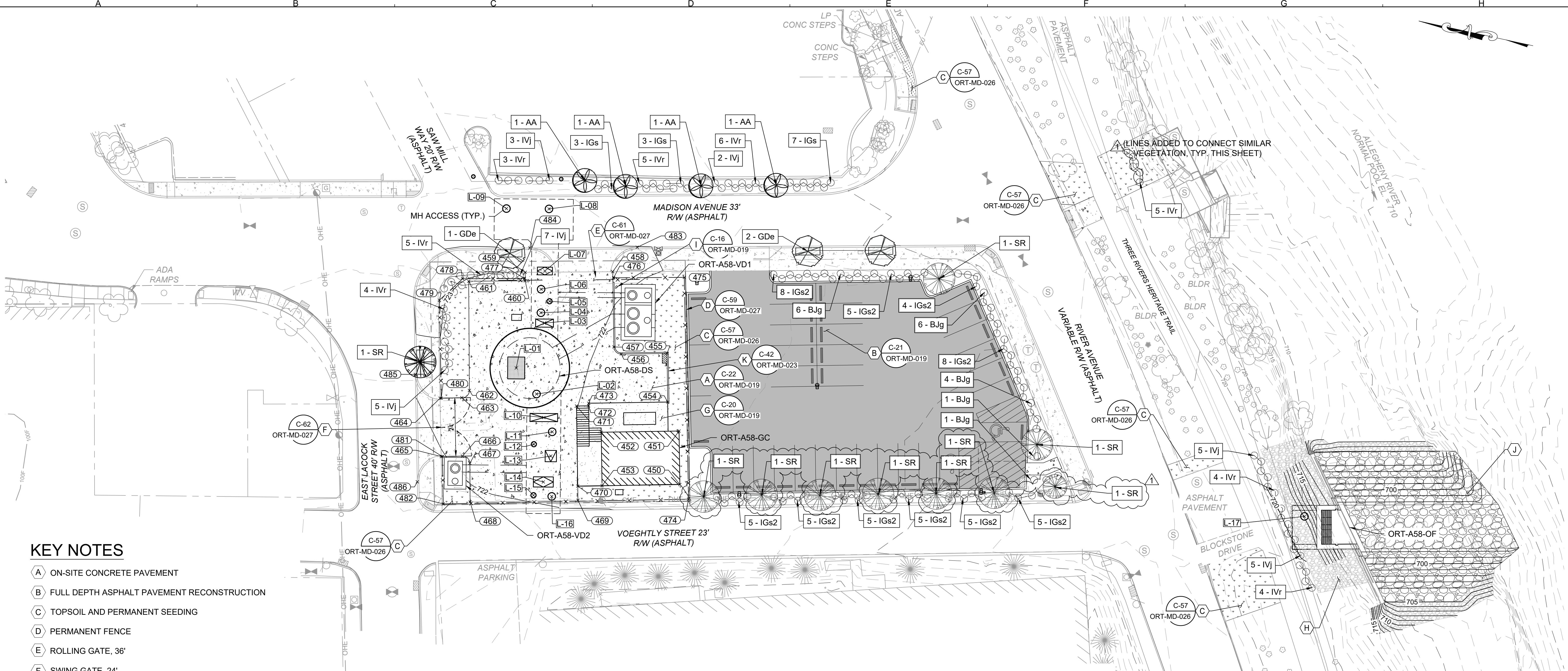
Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation.  
Pennsylvania One Call System Serial Number  
FINAL DESIGN TICKET # 20250040206



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www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)  
OHIO RIVER TUNNEL (ORT)  
O41-CI-209  
SITE RESTORATION PLAN

Contract: 1797  
File: O41-CI-209.dwg  
Date: 07/30/2025  
Sheet: 308 OF 770



## KEY NOTES

- A ON-SITE CONCRETE PAVEMENT
- B FULL DEPTH ASPHALT PAVEMENT RECONSTRUCTION
- C TOPSOIL AND PERMANENT SEEDING
- D PERMANENT FENCE
- E ROLLING GATE, 36'
- F SWING GATE, 24'
- G ON-SITE AGGREGATE SURFACE BELOW ORT-A58-GC ELEVATED PLATFORM
- H RIPRAP
- I STANDARD PERMANENT BOLLARD (TYP.)
- J SCOUR PROTECTION. SEE SHEET A58-ST-423.
- K CONCRETE DEEP CURB (4" REVEAL) TAPERED TO FLUSH 5' AT EACH END.

## NOTES

1. SEE SHEET ORT-MD-026 FOR PLANTING LIST AND DETAILS.
2. TRAIL RESTORATION, INCLUDING VEGETATION, TO COMPLY WITH CITY OF PITTSBURGH TRAIL STANDARDS.

CONTROL POINTS															
POINT #	NORTHING	EASTING	FINISHED ELEVATION	POINT #	NORTHING	EASTING	FINISHED ELEVATION	POINT #	NORTHING	EASTING	FINISHED ELEVATION	POINT #	NORTHING	EASTING	FINISHED ELEVATION
450	414854.23	1343512.82	722.00	462	414947.00	1343532.32	722.67	474	414849.47	1343507.68	722.28	486	414959.98	1343491.06	721.37
451	414859.22	1343534.25	721.75	463	414949.41	1343528.75	722.60	475	414870.49	1343596.47	721.99				
452	414890.39	1343527.00	721.82	464	414958.12	1343526.63	722.45	476	414898.85	1343590.14	722.19				
453	414885.40	1343505.57	722.00	465	414952.56	1343503.30	721.96	477	414934.64	1343582.14	722.90				
454	414866.32	1343544.92	721.68	466	414944.08	1343505.31	722.17	478	414959.46	1343576.59	723.10				
455	414870.80	1343564.41	721.53	467	414940.47	1343503.09	722.13	479	414966.91	1343565.99	723.31				
456	414889.14	1343560.14	721.82	468	414937.00	1343487.55	721.77	480	414957.63	1343526.76	722.46				
457	414892.74	1343562.39	721.89	469	414893.83	1343497.64	722.05	481	414952.11	1343503.41	721.97				
458	414899.74	1343592.51	722.26	470	414895.14	1343503.31	722.00	482	414947.63	1343484.44	721.60				
459	414934.84	1343584.65	722.94	471	414902.60	1343535.37	722.01	483	414892.04	1343604.47	722.19				
460	414934.12	1343581.23	722.88	472	414897.73	1343536.50	721.93	484	414935.13	1343594.84	722.82				
461	414956.80	1343576.16	722.98	473	414897.97	1343537.55	721.93	485	414970.15	1343534.06	722.24				

STRUCTURE DATA TABLE			STRUCTURE DATA TABLE		
NAME	DESCRIPTION	FINISHED ELEVATION	NAME	DESCRIPTION	FINISHED ELEVATION
L-01	7' X 9' ACCESS HATCH	722.46	L-12	24" MANHOLE FRAME	722.28
L-02	36" MANHOLE FRAME	722.29	L-13	4' X 4' ACCESS HATCH	722.17
L-03	REMOVABLE CONCRETE ACCESS HATCH	722.45	L-14	8'2" X 4' ACCESS HATCH	722.14
L-04	36" MANHOLE FRAME	722.56	L-15	24" MANHOLE FRAME	722.04
L-05	24" MANHOLE FRAME	722.59	L-16	36" MANHOLE FRAME	722.06
L-06	36" MANHOLE FRAME	722.71	L-17	48" MANHOLE FRAME	718.76
L-07	6'2" X 3' ACCESS HATCH	722.79			
L-08	36" MANHOLE FRAME	722.27			
L-09	36" MANHOLE FRAME	722.58			
L-10	REMOVABLE CONCRETE ACCESS PLANK	722.24			
L-11	36" MANHOLE FRAME	722.18			

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SCALE 1" = 20'

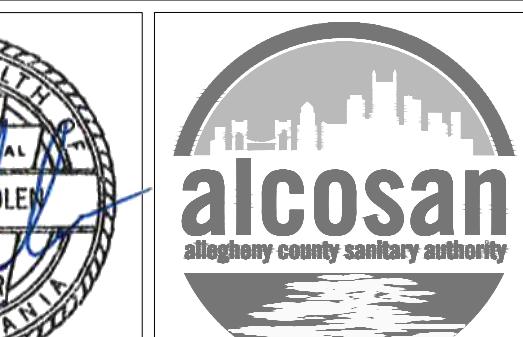
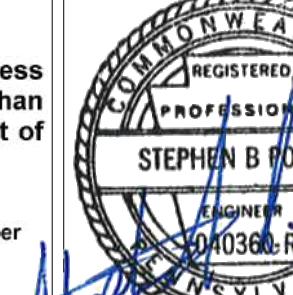
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1 12/23/25	
DESCRIPTION	
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APPV	KMC
DRAWN BY:	
JRL	MJN
CHECKED BY:	
DLM	

**M**  
MOTT  
MACDONALD

Two Allegheny Center  
Nova Tower 2, Suite 1301  
Pittsburgh, PA 15212  
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81  
Pennsylvania One Call System Serial Number  
FINAL DESIGN TICKET # 20250040204



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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)  
OHIO RIVER TUNNEL (ORT)

A58-CI-408  
SITE RESTORATION PLAN

Contract: 1797  
File: A58-CI-408.dwg  
Date: 07/30/2025  
Sheet: 394 OF 770

**LANDSCAPING NOTES:****GENERAL REQUIREMENTS:**

- ALL PLANT MATERIAL SHALL BE TRUE TO NAME, FREE FROM PHYSICAL DAMAGE AND WIND BURN.
- PROVIDE HEALTHY, VIGOROUS STOCK GROWN BY RECOGNIZED NURSERIES IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES, FREE FROM DISEASE, INSECTS, EGGS, LARVAE AND DEFECTS SUCH AS KNOTS, SUN-SCALD, MECHANICAL INJURIES, ABRASIONS, AND/OR DISFIGUREMENT.
- ALL PLANTS SHALL CONFORM TO THE GUIDELINES ESTABLISHED IN THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK.
- NO SUBSTITUTIONS OR CHANGES OF LOCATIONS, OR PLANT TYPES SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE OWNER'S REPRESENTATIVE.
- THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL FIELD CONDITIONS PRIOR TO INSTALLATION.
- THE OWNER SHALL HAVE THE RIGHT, AT ANY STAGE OF THE INSTALLATION, TO REJECT ANY WORK OR MATERIAL THAT DOES NOT MEET THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING PLANT QUANTITIES TO ENSURE QUANTITIES ON THE DRAWINGS AND PLANT LIST ARE THE SAME. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES INDICATED ON THE PLAN SHALL PREVAIL. THE CONTRACTOR IS TO BID AND FURNISH QUANTITIES AS SHOWN ON THE PLANTING PLAN.
- PLANTING TIME: PLANT ONLY IN THAWED GROUND.
- SCHEDULE AND COORDINATE THIS WORK WITH OTHER DISCIPLINES AND LOCAL SEASONS.
- DELIVER STOCK ONLY AFTER SOIL HAS BEEN PREPARED. SCHEDULE HARVESTING AND DELIVERY IN QUANTITIES SUITABLE FOR IMMEDIATE PLANTING UPON ARRIVAL. PLANT IMMEDIATELY. IF PLANTING CANNOT BE ACCOMPLISHED IMMEDIATELY, PROVIDE SHADE, PROTECT FROM WIND, PROTECT BALLS OR ROOTS FROM DRYING BY COVERING AT ALL TIMES WITH MOIST SAW DUST, WOOD CHIPS, SHREDDED BARK, PEAT MOSS, OR OTHER SIMILAR MULCHING MATERIAL.
- ALL DISTURBED NON-PLANTED AREAS SHALL RECEIVE 6-INCH DEPTH OF TOPSOIL, SOIL SUPPLEMENTS, AND PENNDOT FORMULA SEED MIX AS SHOWN ON THE SITE RESTORATION PLANS PER PENNDOT FORM 408 (SHEET ORT-ES-901). MULCH SEDED AREAS WITH WOOD FIBER OR SPENT MUSHROOM COMPOST.
- ALL YARD AREAS NOT UTILIZED FOR PARKING FACILITIES, DRIVEWAYS, GARDENS, THE PLANTING OF TREES OR SHRUBS, FLOWER BEDS, OR SIMILAR USES MUST BE SEDED, SODDED OR LANDSCAPED WITHIN TWO (2) WEEKS AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED, UNLESS THOSE ACTIVITIES ARE COMPLETED BETWEEN A TIME PERIOD OF NOVEMBER 1 THROUGH APRIL 1. IN SUCH CASE, THE REQUIRED SODDING OR SEEDING MUST OCCUR WITHIN TWO (2) WEEKS OF APRIL 1.

**SOIL / PLANTING MIX:**

- PROVIDE CLEAN BACKFILL SOIL, USING MATERIAL STOCKPILED ON SITE. SOIL SHALL BE SCREENED AND FREE OF ANY DEBRIS, FOREIGN MATERIAL, AND STONE.
- AMENDED PLANTING MIX SHALL CONSIST OF: 1/3 SCREENED TOPSOIL, 1/3 SAND, AND 1/3 PEAT, MIXED WELL AND SPREAD TO THE DEPTH INDICATED IN THE PLANTING DETAILS.

**WATERING:**

- PLANTS SHALL BE WATERED BEFORE AND AFTER PLANTING IS COMPLETE.
- WATER REGULARLY AND AT SUCH TIMES AND RATES AS NECESSARY FOR OPTIMUM GROWTH AND TO AVOID WILTING, PUDDING, RUNOFF, OR EROSION.

**MULCHING:**

- SHREDDED BARK MULCH IS TO BE NATURAL IN COLOR. DYED MULCH IS NOT ACCEPTABLE.
- SHREDDED BARK MULCH SHALL NOT BE MOUNDED AROUND TREE TRUNKS. REFER TO TREE PLANTING DETAIL ON THIS DWG. FOR PROPER MULCH PLACEMENT.
- REPLACE MULCH IN AREAS WHERE MULCH HAS BEEN DISPLACED AND SECURE AGAINST ADDITIONAL DISPLACEMENT. ALL NEW TREES SHALL HAVE A FOUR FOOT DIAMETER MULCH RING, 3 INCHES THICK.
- ALL PLANTING SHALL BE MULCHED WITH SHREDDED HARDWOOD BARK, SPREAD TO A MINIMUM DEPTH OF 3". MULCH IS TO BE FREE FROM DEBRIS AND FOREIGN MATERIAL, AND SHALL CONTAIN NO PIECES OF INCONSISTENT SIZE.

**WEED CONTROL:**

- CONTROL GROWTH OF WEEDS: APPLY HERBICIDES IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. REMEDY ANY DAMAGE RESULTING FROM USE OF HERBICIDES. DO NOT ALLOW FOOT OR VEHICULAR TRAFFIC OVER NEW LAWN AREAS.
- A PRE-EMERGENT WEED CONTROL AGENT SHALL BE APPLIED UNIFORMLY TO ALL PLANTING BEDS PRIOR TO MULCHING.

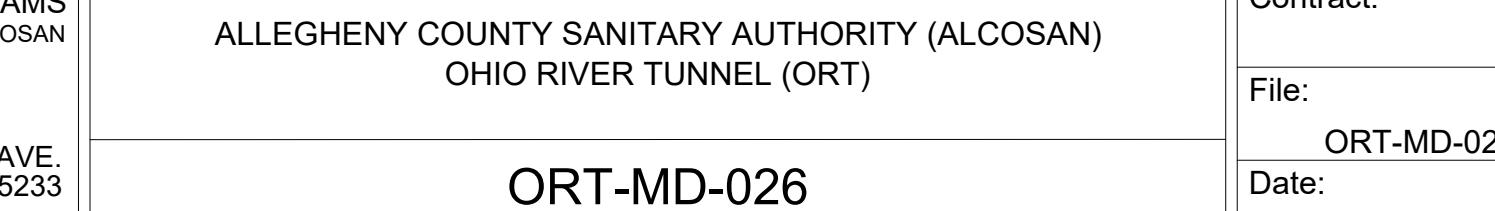
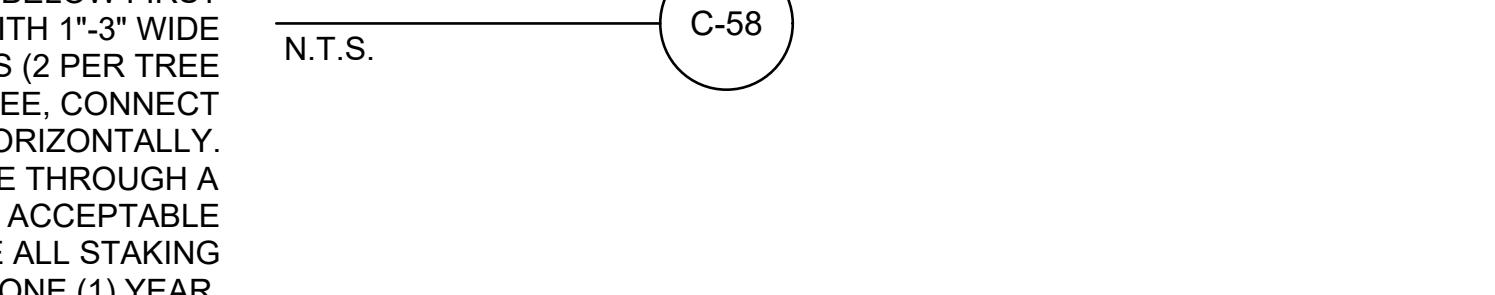
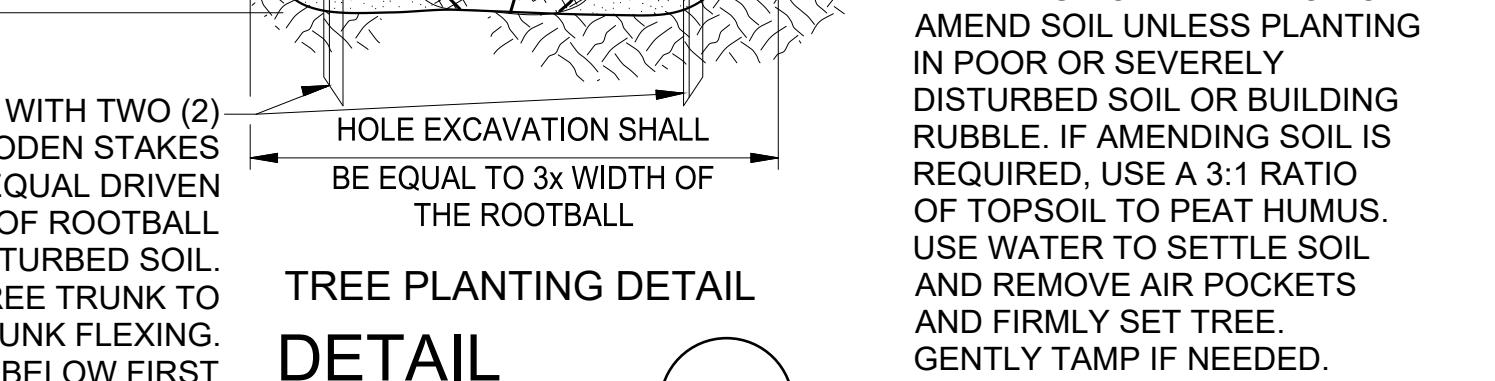
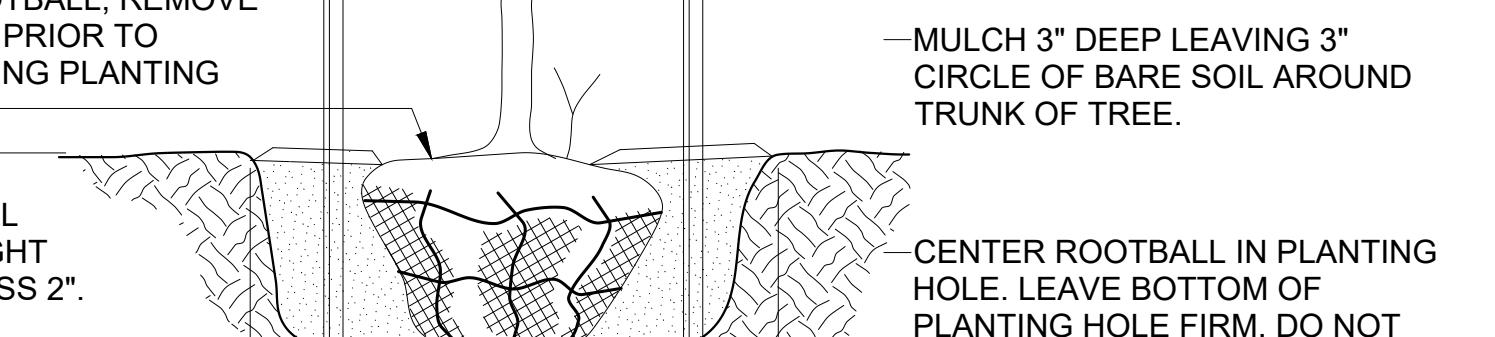
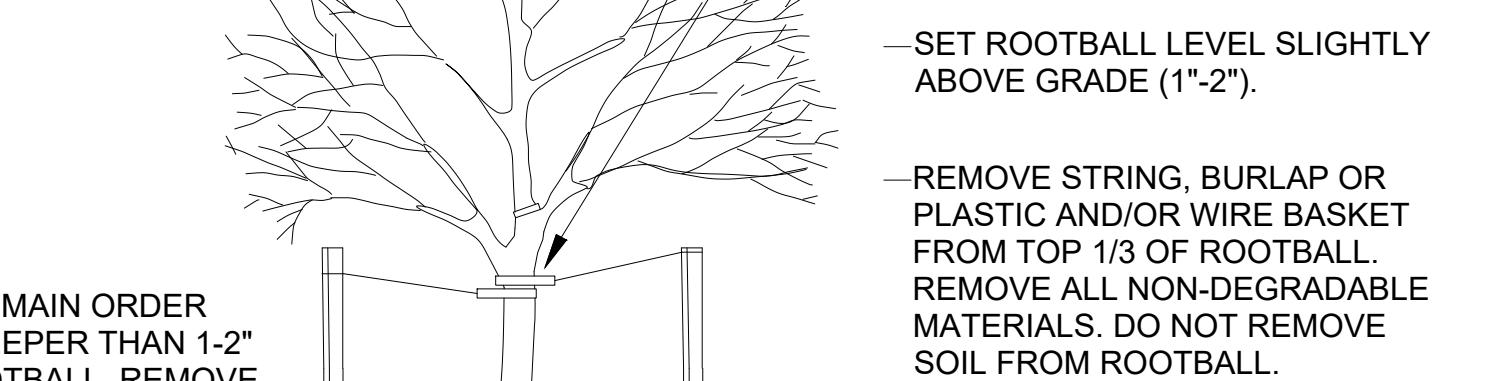
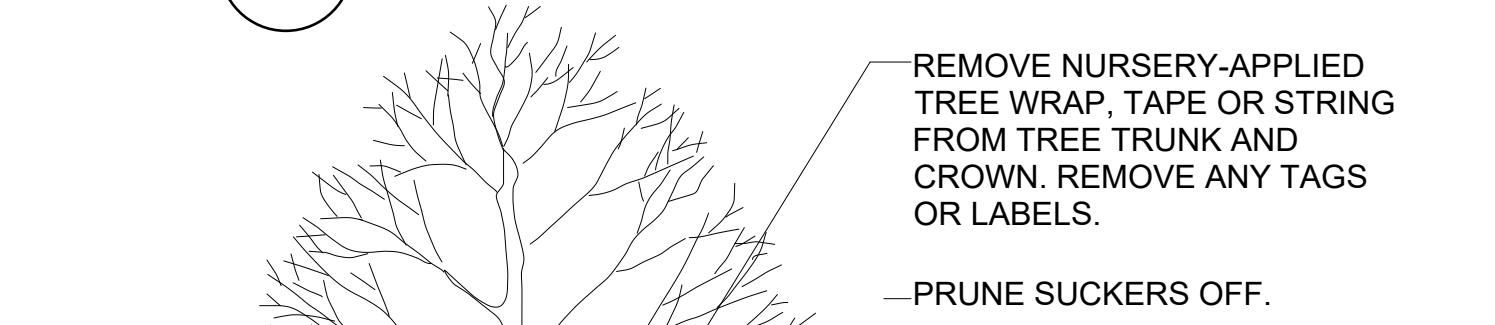
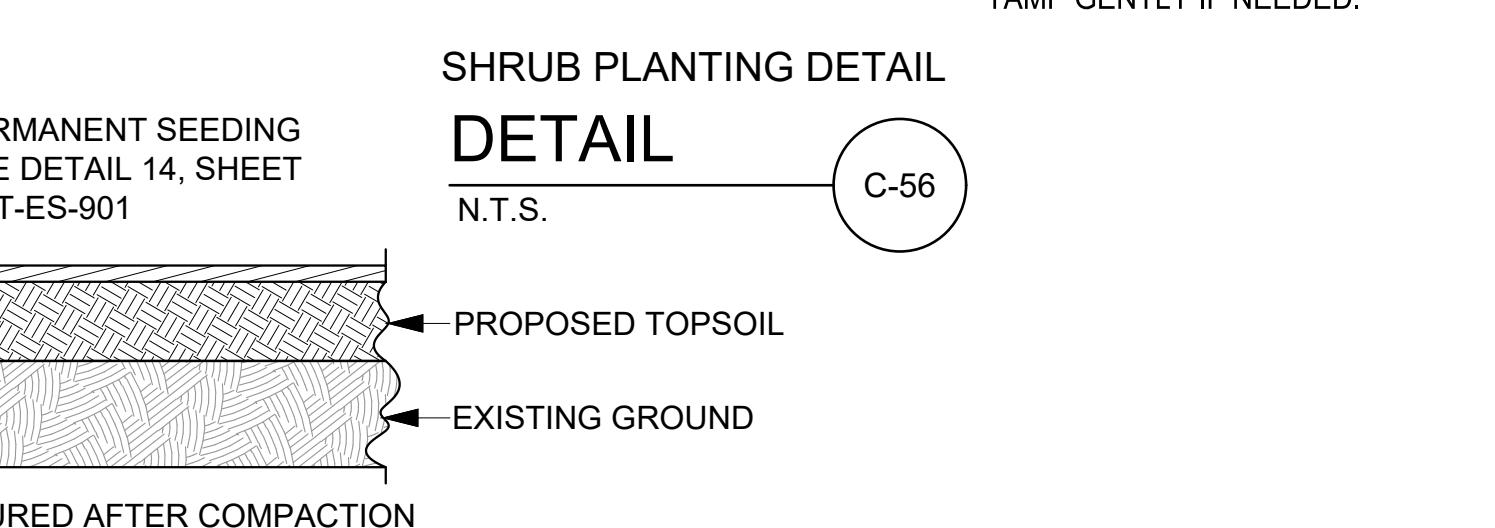
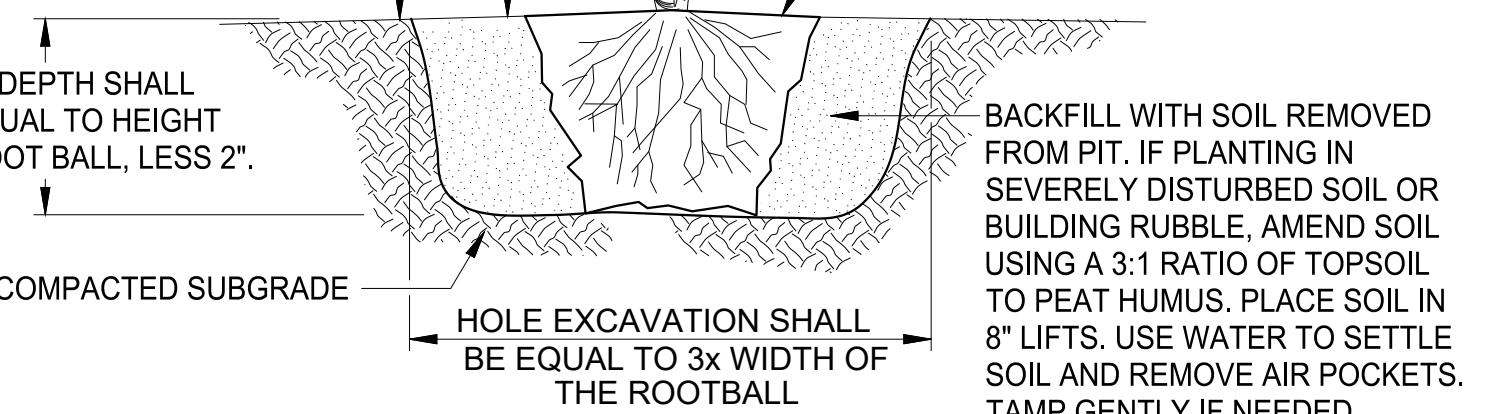
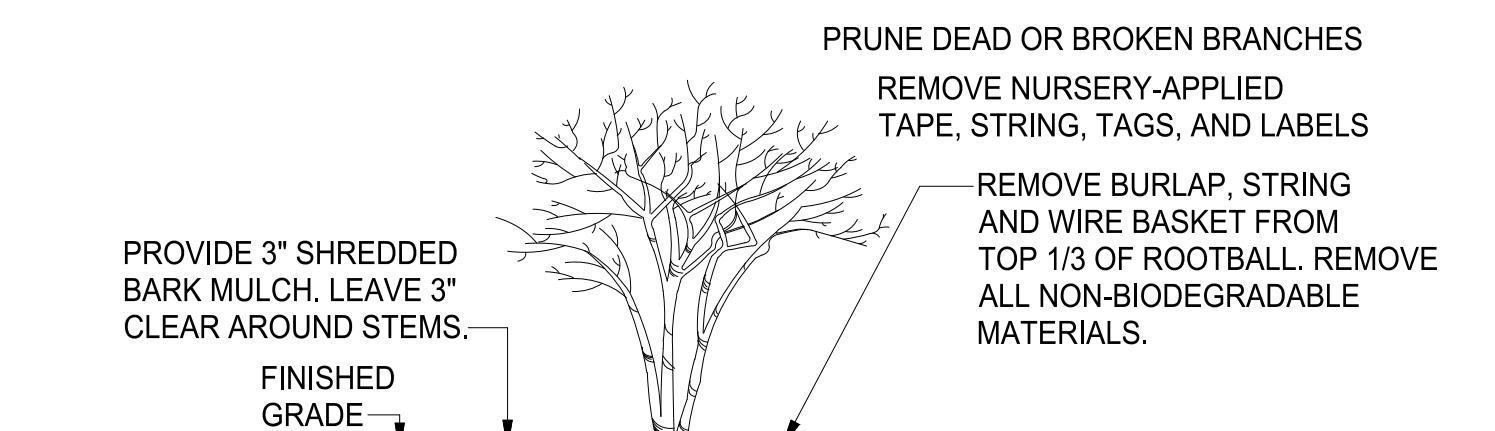
**INSECTICIDES/ HERBICIDES:**

- APPLY INSECTICIDES AND FUNGICIDES AS NECESSARY TO PREVENT OR CORRECT INSECT INFESTATION AND DISEASE.
- SLOW-RELEASE FERTILIZER SHALL BE ADDED TO THE PLANTING PITS BEFORE BEING BACKFILLED.
- AFTER ONE MONTH OF GROWTH, APPLY 10:10:10 SLOW RELEASE FERTILIZER AT A RATE OF ONE-HALF POUND PER 1000 SQUARE FEET.
- REMOVE WEEDS, REPLACE MULCH, AND RESTORE ERODED WATERING BASINS AROUND TRUNKS, IF REQUIRED.
- ADJUST STAKES AND GUYS TO PROVIDE PROPER SUPPORT AND REPLANT TREES AND SHRUBS TO VERTICAL POSITION, IF NECESSARY.

**WARRANTY / GUARANTEE:**

- THE CONTRACTOR AGREES TO KEEP ALL PLANTS FURNISHED AND INSTALLED UNDER THIS CONTRACT IN A HEALTHY, GROWING CONDITION, SATISFACTORY TO THE OWNER FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE.
- THE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR OR REQUIRED TO REPLACE ANY PLANT WHICH, IN THE OPINION OF THE OWNER, HAS BEEN SO Affected BY VANDALISM, FREEZING, DROUGHT, DISEASE, OR OTHER REASONS AS TO CAUSE PERMANENT DISFIGUREMENT OR DEATH OF THE PLANT.
- DURING THE WARRANTY / GUARANTEE PERIOD, PLANTS WHICH DIE OR WHICH IN THE OPINION OF THE OWNER, ARE IN AN UNHEALTHY OR BADLY IMPAIRED CONDITION, SHALL BE REMOVED AND/OR REPLACED BY THE CONTRACTOR, AT HIS OWN EXPENSE, AS SOON AS POSSIBLE AFTER BEING NOTIFIED IN WRITING BY THE OWNER. ALL PLANTS USED AS REPLACEMENTS SHALL BE GUARANTEED BY THE CONTRACTOR THROUGH ONE (1) COMPLETE GROWING AND ONE (1) COMPLETE DORMANT SEASON, AFTER WHICH DORMANT SEASON THEY SHALL BUD AND LEAF FULLY.
- UNDER NO CONDITION SHALL ANY PLANT BE REPLACED LATER THAN 30 PLANTING SEASON DAYS AFTER RECEIVING NOTIFICATION IN WRITING FROM THE OWNER.

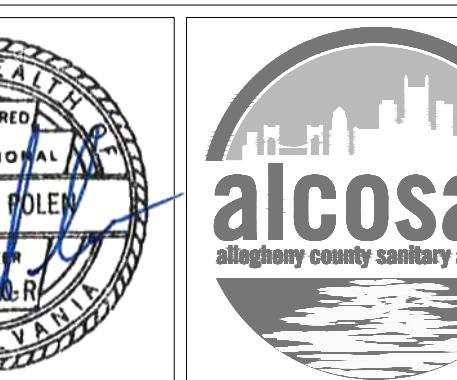
PLANT LIST						
KEY	QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	SIZE/CONTAINER	NOTES
SITE 041	TREES					
	2	GDe	<i>Gymnocladus dioicus</i> 'Espresso'	Espresso Kentucky Coffee Tree	2" - 2.5" Cal. B&B	
	9	SR	<i>Syringa reticulata</i>	Flowering Lilac Tree	2" - 2.5" Cal. B&B	
SHRUBS						
	36	IVj	<i>Ilex verticillata</i> 'Jim Dandy'	Jim Dandy Winterberry Holly	24" - 30" B&B	Male Pollinator
	39	IVr	<i>Ilex verticillata</i> 'Red Sprite'	Red Sprite Winterberry Holly	24" - 30" B&B	
SITE 014	TREES					
	8	GDe	<i>Gymnocladus Dioicus</i> 'Espresso'	Espresso Kentucky Coffee Tree	2" - 2.5" Cal. B&B	
	5	COc	<i>Celtis occidentalis</i> 'Chicagoland'	Chicagoland Hackberry	2" - 2.5" Cal. B&B	
SITE 007	TREES					
	4	ARf	<i>Acer rubrum</i> 'Franksed'	Red Sunset Red Maple	2" - 2.5" Cal. B&B	
SHRUBS						
	47	IGs	<i>Ilex glabra</i> 'Shamrock'	Shamrock Inkberry Holly	24" - 30" B&B	
	12	IVj	<i>Ilex verticillata</i> 'Jim Dandy'	Jim Dandy Winterberry Holly	24" - 30" B&B	Male Pollinator
	42	IVr	<i>Ilex verticillata</i> 'Red Sprite'	Red Sprite Winterberry Holly	24" - 30" B&B	
SITE 006A	TREES					
	8	ARf	<i>Acer rubrum</i> 'Franksed'	Red Sunset Red Maple	2" - 2.5" Cal. B&B	
	4	GDe	<i>Gymnocladus dioicus</i> 'Espresso'	Espresso Kentucky Coffee Tree	2" - 2.5" Cal. B&B	
	4	SR	<i>Syringa reticulata</i>	Flowering Lilac Tree	2" - 2.5" Cal. B&B	
SHRUBS						
	49	Bgm	<i>Buxus x</i> 'Green Mountain'	Green Mountain Boxwood	24" - 30" B&B	
	45	IGs	<i>Ilex glabra</i> 'Shamrock'	Shamrock Inkberry Holly	24" - 30" B&B	
SITE 027	TREES					
	2	QP	<i>Quercus bicolor</i>	Swamp White Oak	2" - 2.5" Cal. B&B	Fall Dig Hazard: If planting during fall substitute with Espresso Coffeetree ( <i>Gymnocladus dioicus</i> 'Espresso')
SITE A48	TREES					
	3	SR	<i>Syringa reticulata</i>	Flowering Lilac Tree	2" - 2.5" Cal. B&B	
SITE A58	TREES					
	4	AA	<i>Amelanchier arborea</i>	Downy Serviceberry	2" - 2.5" Cal. B&B	
	3	GDe	<i>Gymnocladus dioicus</i> 'Espresso'	Espresso Kentucky Coffee Tree	2" - 2.5" Cal. B&B	
	10	SR	<i>Syringa reticulata</i>	Flowering Lilac Tree	2" - 2.5" Cal. B&B	
SHRUBS						
	13	IGs	<i>Ilex glabra</i> 'Shamrock'	Shamrock Inkberry Holly	24" - 30" 5 Gal.	
	27	IVj	<i>Ilex verticillata</i> 'Jim Dandy'	Jim Dandy Winterberry Holly	24" - 30" B&B	Male Pollinator
	36	IVr	<i>Ilex verticillata</i> 'Red Sprite'	Red Sprite Winterberry Holly	24" - 30" B&B	
	18	BJg	<i>Buxus japonica</i> 'Green Mountain'	Green Mountain Boxwood	42" - 48" 15 Gal.	Any proposed substitutions must be min. 42" ht at install
	55	IGs2	<i>Ilex glabra</i> 'Shamrock'	Shamrock Inkberry Holly	42" - 48" 15 Gal.	Any proposed substitutions must be min. 42" ht at install



Designed by: **JH**  
Drawn by: **JMS**  
Checked by: **DLM**

**M**  
**MOTT**  
**MACDONALD**

Two Allegheny Center  
Nova Tower 2, Suite 1301  
Pittsburgh, PA 15212  
(412) 497 - 2900



ARLETTA SCOTT WILLIAMS  
EXECUTIVE DIRECTOR, ALCOSAN  
3300 PREBLE AVE.  
PITTSBURGH, PA 15233  
(412) 766 - 4810  
www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)  
OHIO RIVER TUNNEL (ORT)  
ORT-MD-026  
LANDSCAPE DETAILS

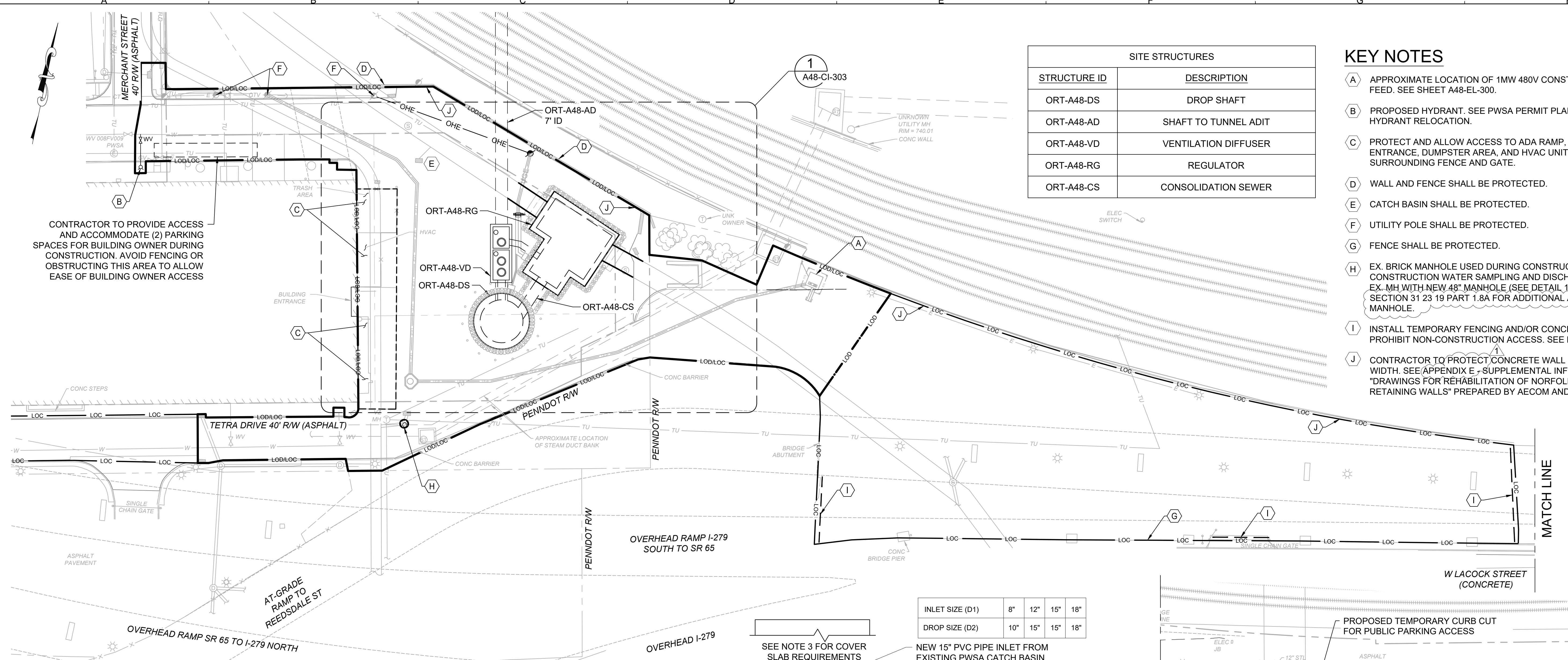
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File: ORT-MD-026.dwg  
Date: 07/30/2025  
Sheet: 673 OF 770

**Addendum No. 13**

**Attachment K**

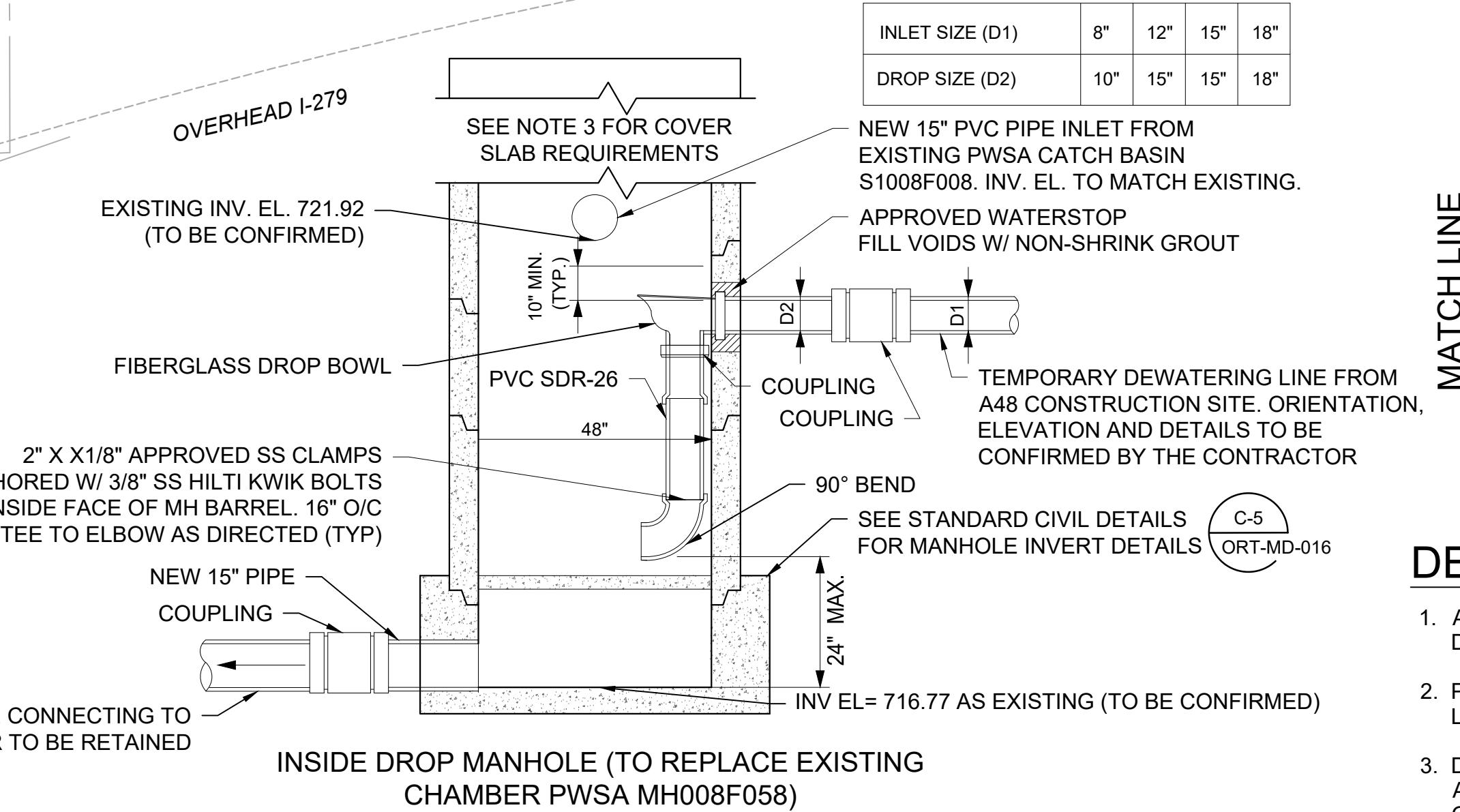
**APPENDIX B - CONTRACT DRAWINGS**

- Revised A48-CI-302 (Sheet 355 of 770)**



## LAYOUT PLAN NOTES

1. TEMPORARY CONSTRUCTION EASEMENT RESTRICTIONS PROHIBIT NON-CONSTRUCTION ACCESS TO THE TEMPORARY CONSTRUCTION EASEMENT AREA FROM E. LACOCK STREET, CREMO STREET, AND ADJACENT EASTERLY PARKING LOT DURING CONSTRUCTION.
2. THERE ARE CONSTRUCTION, ACCESS, AND/OR UTILITY EASEMENTS LOCATED THROUGHOUT THE LIMITS OF DISTURBANCE AND LIMIT OF CONSTRUCTION. REFER TO SPECIFICATIONS FOR EASEMENT EXHIBITS, ESTABLISHED EASEMENT LIMITS, AND ASSOCIATED EASEMENT AGREEMENTS WHICH DETAIL PERMITTED ACTIVITIES AND/OR RESTRICTIONS IN EACH EASEMENT AREA.



DETAIL 1  
N.T.S.

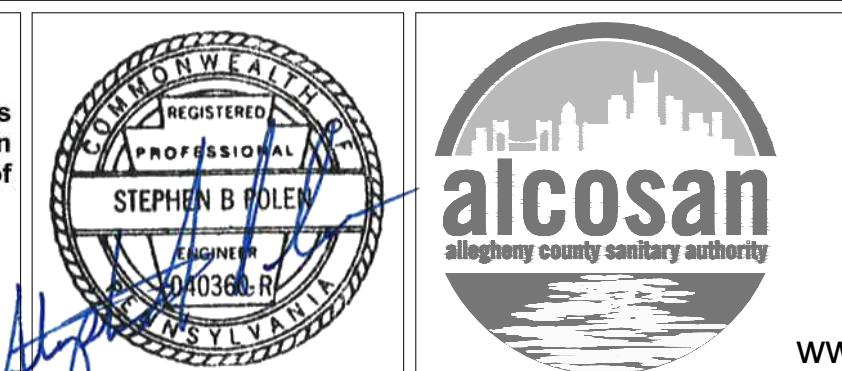
## DETAIL NOTES:

1. ALL APPROPRIATE APPLICABLE ASTM DESIGNATION STANDARDS, DIMENSIONS, AND MATERIALS APPLY TO DROP MANHOLES.
2. PRECAST MANHOLE SECTIONS SHALL COMPLY WITH ASTM C478. LENGTHS MAY BE VARIED TO OBTAIN DESIRED LENGTH.
3. DURING CONSTRUCTION COVER SLAB TO BE CONSTRUCTED IN ACCORDANCE WITH DETAIL C-11. AFTER COMPLETION OF CONSTRUCTION PHASE SLAB TO BE REPLACED WITH CONICAL ARRANGEMENT AS PER DETAIL C-12 AND TEMPORARY CONSTRUCTION WATER DROP PIPE TO BE REMOVED AND INLETS SEALED.

30 0 30 60  
SCALE IN FEET  
SCALE 1" = 30'

Designed by: JRL	REVISION	ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN	Contract: 1797
Drawn by: MJN	REV No. DATE	DESCRIPTION APPV	File: A48-CI-302.dwg
Checked by: DLM	1 9/26/25	REVISION FOR ADDENDUM 4 SP	Date: 07/30/2025
	2 1/30/26	REVISION FOR ADDENDUM 13 SP	Sheet: 355 OF 770

MOTT MACDONALD	Two Allegheny Center Nova Tower 2, Suite 1301 Pittsburgh, PA 15212 (412) 497 - 2900
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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)  
OHIO RIVER TUNNEL (ORT)

A48-CI-302  
PROPOSED SITE PLAN  
DURING CONSTRUCTION

**Addendum No. 13**

**Attachment L**

**APPENDIX B – CONTRACT DRAWINGS**

- **Revised O27-CI-103 (Sheet 193 of 770)**



**Addendum No. 13**

**Attachment M**

**APPENDIX A – TECHNICAL SPECIFICATIONS**

- **Section 01 31 00, Attachment 7 - Extended COP DOMI Curb Cut Permit**



Department of Mobility and Infrastructure  
City of Pittsburgh  
412 Blvd of the Allies  
Pittsburgh, PA 15219

## DOMI-CC-2024-16171

### CURB CUT PERMIT - Curb Cut

**Effective Date:** January 1, 2025  
**Expires Date:** January 1, 2027  
  
**Permit Holder:** Debbie Healey Langley  
**Company:** N/A  
**Phone:** () -

**Permit Address:** 1758 RIVERSIDE AVE, Pittsburgh, PA 15219-,  
3125 PREBLE AVE, Pittsburgh, PA 15233-,  
3300 PREBLE AVE #625, Pittsburgh, PA 15233-,  
417 NORTH POINT DR, Pittsburgh, PA 15233-,  
477 MARTINDALE ST, Pittsburgh, PA 15212-,  
501 MARTINDALE ST, Pittsburgh, PA 15212,  
730 RIVER AVE, Pittsburgh, PA 15212-,  
731 E LACOCK ST, Pittsburgh, PA 15212-,  
862 PROGRESS ST, Pittsburgh, PA 15212-,  
No primary address specified,  
BELMONT ST: NORTH POINT DR to DEAD END,  
E LACOCK ST: VOEGHTLY ST to MADISON AVE,  
LACOCK ST: REEDSDALE ST to FEDERAL ST,  
MADISON AVE: RIVER AVE to E LACOCK ST,  
NORTH POINT DR: NORTH POINT DR to REEDSDALE ST,  
PROGRESS ST: MADISON AVE to WARFIELD ST,  
PROGRESS ST: WARFIELD ST to CHESBRO ST,  
RIVERSIDE AVE: MUSK Way to DEAD END,  
TETRA DR: SCOTLAND ST to DEAD END,  
W CARSON ST: WEST END CIR Ramp to WEST END CIR Ramp,  
WESTHALL ST: BEAVER AVE to



Department of Mobility and Infrastructure  
City of Pittsburgh  
412 Blvd of the Allies  
Pittsburgh, PA 15219

**DOMI-CC-2024-16171**  
**CURB CUT PERMIT - Curb Cut**

DEAD END

**Ward #:**

**Parcel #:** 0009B00041000000

**Property Owner:** ALLEGHENY COUNTY SANITARY  
AUTHORITY



**DOMI-CC-2024-16171**

**CURB CUT PERMIT - Curb Cut**

---

**PERMIT DETAILS**

<b>Work Description:</b>	20' TEMPORARY CURB CUT OFF BELMONT ST. AND 30' CURB CUT (20' THROAT WITH 5' SYMMETRICAL FLARES) OFF NORTH POINT DR. (O41).  48' CURB CUT OFF WESTHALL ST. AND 26' CURB CUT (20' THROAT WITH SYMMETRICAL 3' FLARES) OFF WESTHALL ST. (O27).  40' CURB CUT (30' THROAT WITH 5' SYMMETRICAL FLARES) OFF W. CARSON STREET AND 158' CURB CUT OFF RIVERSIDE AVE. (O14).  44' CURB CUT (26' THROAT WITH 9' SYMMETRICAL FLARES) OFF PROGRESS ST. 34' CURB CUT (24' THROAT WITH SYMMETRICAL 5' FLARES) OFF PROGRESS ST. (AS1).  44' CURB CUT (26' THROAT WITH SYMMETRICAL 9' FLARES) OFF MADISON AVE. 44' CURB CUT (26' THROAT WITH SYMMETRICAL 9' FLARES) OFF E. LACOCK ST. FOR USE AS CONSTRUCTION ENTRANCE. 34' CURB CUT (24' THROAT WITH SYMMETRICAL 5' FLARES) OFF MADISON AVE. ACCESSING 32-SPACE PARKING AREA. 20' TEMPORARY CURB CUT FOR CONSTRUCTION ACCESS. (A58).  42' CURB CUT OFF LACOCK ST. ACCESSING 20-SPACE PARKING AREA. 30' TEMPORARY CURB CUT (24' THROAT AND 3' FLARES) OFF LACOCK ST. ACCESSING 20-SPACE PARKING AREA (A48).  DCP-ZDR-2023-04310, BDA-2024-07450, DCP-ZDR-2023-04308, DCP-ZDR-2023-04272, DCP-ZDR-2023-04282, BDA-2024-07449, DCP-ZDR- 2023-09091, DCP-ZDR-2023-04311
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**DOMI-CC-2024-16171**

**CURB CUT PERMIT - Curb Cut**

<b>Special Permit Instructions:</b>	THE PERMITTEE MUST REQUEST THREE DOMI INSPECTIONS FOR THIS PERMIT: 1. A PRE-WORK INSPECTION. 2. AN OPENING INSPECTION AFTER THE FORM IS SET AND BEFORE POURING CONCRETE. 3. A FINAL INSPECTION AFTER THE CONCRETE HAS SET. PERMIT WILL BE FINALIZED ONLY AFTER PROPER RESTORATION OF ANY DAMAGES IN THE ROW HAS BEEN COMPLETED. DEVELOPER/CONTRACTOR TO ASSURE ALL REQUIRED REVIEWS AND PERMITS ARE OBTAINED (EX; CONSTRUCTION STAGING, BARRICADE, OPENING, MPT REVIEW AND APPROVALS, PEDESTRIAN SAFETY PERMITS, ETC.). ADDITIONALLY, ALL NECESSARY APPROVAL AND PERMITS MUST BE RECEIVED FROM OTHER CITY DEPARTMENTS AS REQUIRED PRIOR TO WORK BEGINNING ON SITE. CURB CUTS AND ALL SIDEWALK WORK SHOULD BE BUILT TO CURRENT CITY STANDARDS. PLEASE REFER TO CITY OF PITTSBURGH STANDARDS OF CONSTRUCTION DETAILS FOR COMMERCIAL AND/OR RESIDENTIAL CURB CUTS OR SIDEWALKS AS NEEDED. INSPECTOR HAS FINAL SAY OVER CONSTRUCTION AND CONDITION OF ITEMS IN THE ROW WHEN INSPECTING WORK. ALL WORK SHOULD BE COMPLETED TO CITY STANDARDS OR A STANDARD ACCEPTABLE BY DOMI/DOMI INSPECTOR. ANY QUESTIONS CONCERNING PROPER CONSTRUCTION SHOULD BE DIRECTED TO THE DOMI INSPECTOR PRIOR TO CONSTRUCTION.
<b>Inspection:</b>	N/A

**PERMIT TERMS & CONDITIONS**

- All work and occupancy of public space authorized under this permit must comply with city regulations and statutes.
- Permittee is responsible for scheduling all required inspections.
- All work in the ROW must follow city construction standards and specifications. No deviation from standards and specifications without prior approval from DOMI.
- No adjustments or deviations in permit dates, work hours, scope or work, or approved plans.
- Permit must be in possession of the named applicant and on the premises at all times during the hours for which it has been issued.
- A One Call ticket must be obtained and on site for any work in public space for which a One Call ticket is required.
- Applicant is responsible for contacting the Department of Public Works, Forestry Divisions if a street tree or tree pit is in the area of disturbance.
- Must follow all conditions in the approved Traffic Control Plan.
- Violation of terms in this permit may result in the revocation of the permit.
- Constructed in a manner that allows safe vehicular ingress and egress.
- The applicant to insure adequate sight distance for safe vehicular ingress and egress must alter sight distance obstructions located on the applicant's property.
- Unless otherwise noted, parking will be restricted on either side of Driveway for a Maximum of 3' (three feet).
- Parking will not be prohibited opposite applicant's driveway to facilitate ingress or egress. As noted above, driveway must be constructed in a manner that allows safe and convenient travel.
- Permittee is responsible to accommodate special events and emergency activities when deemed necessary by DOMI.



Department of Mobility and Infrastructure  
City of Pittsburgh  
412 Blvd of the Allies  
Pittsburgh, PA 15219

**DOMI-CC-2024-16171**  
**CURB CUT PERMIT - Curb Cut**

INFORMATION ON THIS PERMIT CAN BE OBTAINED BY SCANNING:



**Addendum No. 13**

**Attachment N**

**APPENDIX E – SUPPLEMENTAL INFORMATION (FOR REFERENCE ONLY)**

- **Section 9.3 – Approximate grading exhibit near new monopole adjacent to O27  
(By Others)**

**APPENDIX E – SUPPLEMENTAL INFORMATION (FOR REFERENCE ONLY)**

**SECTION 9.3**

- **Section 9.3 – Approximate Grading Exhibit Near New Monopole  
Adjacent to O27 (By Others)**

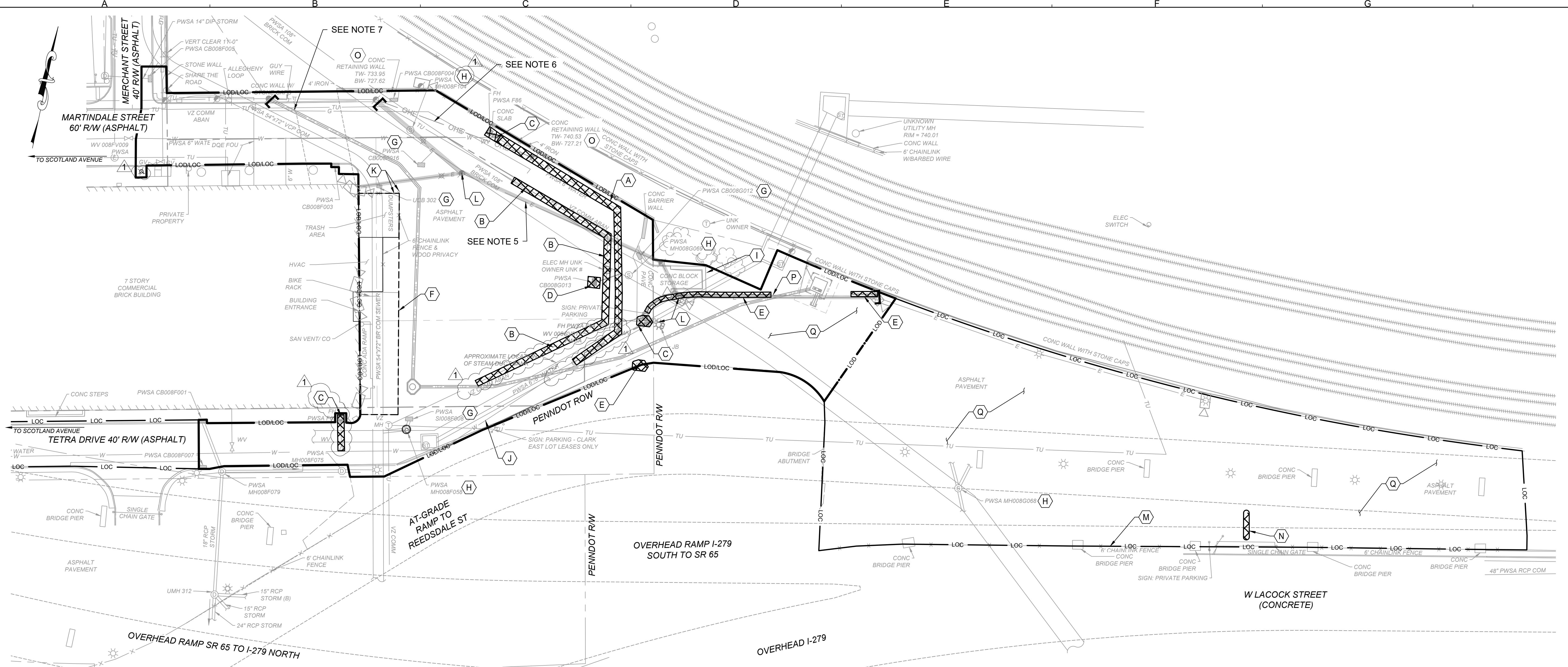


**Addendum No. 13**

**Attachment O**

**APPENDIX B – CONTRACT DRAWINGS**

- Revised A48-CI-301 (Sheet 354 of 770)**



## NOTES

- SEE A48-EL-300 SERIES FOR ELECTRICAL PROTECTION, REMOVAL, AND REPLACEMENT.
- EXISTING FENCE MAY BE USED FOR CONTRACTOR PURPOSES OR DEMOLISH AS NEEDED FOR CONSTRUCTION.
- SEE PWSA PERMIT PLAN SHEET A48-CI-305 FOR LIMITS OF WATERMAIN ABANDONMENT, CATCH BASIN / MANHOLE DEMOLITION & HYDRANT RELOCATION.
- CONTRACTOR TO ACCOMMODATE, COORDINATE, AND PROVIDE SAFE PEDESTRIAN AND TRUCK ACCESS TO ADA RAMPS, BUILDING ENTRANCE, HVAC UNITS AND DUMPSTERS THROUGHOUT DURATION OF PROJECT.
- DEMOLITION OF EXISTING POWER AND COMMUNICATIONS OVERHEAD UTILITIES TO BE COMPLETED BY OTHERS.
- CONSTRUCTION OF EXISTING POWER AND COMMUNICATIONS OVERHEAD UTILITIES TO BE COMPLETED BY OTHERS.
- CONSTRUCTION OF POWER AND COMMUNICATIONS UNDERGROUND UTILITIES TO BE COMPLETED BY OTHERS.

## KEY NOTES

- (A) REMOVE WATERMAIN COMPLETE FROM PWSA HYDRANT F86 TO EXISTING END CAP (SEE NOTE 3)
- (B) REMOVE ABANDONED UNDERGROUND FIBER OPTIC CONDUITS AND MANHOLE
- (C) REMOVE PWSA HYDRANT (SEE NOTE 3)
- (D) REMOVE PWSA CATCH BASIN CB008G013 (SEE NOTE 3)
- (E) REMOVE STEEL BOLLARDS W/ CHAIN. REMOVE AND REPLACE GUIDE RAIL
- (F) PROTECT AND ALLOW ACCESS TO ADA RAMP, BUILDING ENTRANCE, DUMPSTER AREA, AND HVAC UNITS WITH SURROUNDING FENCE AND GATE.
- (G) PROTECT CATCH BASIN
- (H) PROTECT MANHOLE
- (I) REMOVE AND SALVAGE CONC BLOCK SALT STORAGE DURING CONSTRUCTION
- (J) WATERMAIN TO BE ABANDONED (SEE NOTE 3)
- (K) REMOVE AND REPLACE FENCE AND BOLLARD
- (L) REMOVE UTILITY POLE
- (M) PROTECT FENCE
- (N) REMOVE METAL PARKING GUARD SHACK & CONCRETE ISLAND
- (O) PROTECT WALL & FENCE
- (P) REMOVE & REPLACE GUIDE RAIL
- (Q) PROTECT ALL EXISTING UTILITIES, BRIDGE PIERS, GUIDE RAIL, STRUCTURES, LIGHT POLES AND FIXTURES (UNLESS OTHERWISE NOTED), FENCING, PRIVATE PARKING SIGNS AND OTHER FEATURES WITHIN THE TEMPORARY CONSTRUCTION EASEMENT AREA

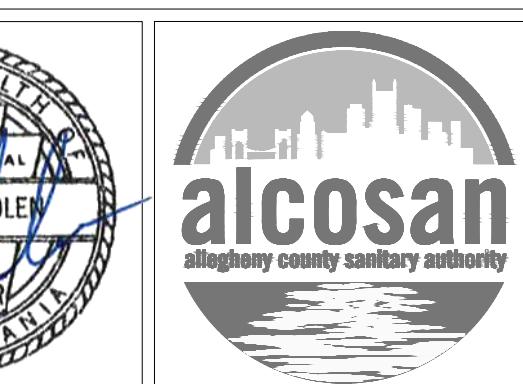
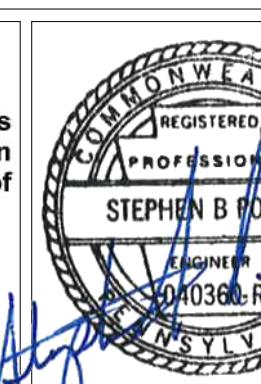
30 0 30 60  
SCALE IN FEET  
SCALE 1" = 30'

Designed by:	JRL
Drawn by:	MJN
Checked by:	DLM

REVISION			
REV No.	DATE	DESCRIPTION	APPV
1	1/30/26	REVISION FOR ADDENDUM 13	SP



Dial 8-1-1 or 1-800-242-1776 not less than 3 business days nor more than 10 business days prior to the start of excavation.  
Pennsylvania One Call System Serial Number  
FINAL DESIGN TICKET # 2025040205



ARLETTA SCOTT WILLIAMS  
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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)  
OHIO RIVER TUNNEL (ORT)  
A48-CI-301  
DEMOLITION PLAN

Contract: 1797  
File: A48-CI-301.dwg  
Date: 07/30/2025  
Sheet: 354 OF 770