



ALLEGHENY COUNTY SANITARY AUTHORITY

March 11, 2022

CONTRACT NO. 1759 G, E, H, P

ENVIRONMENTAL COMPLIANCE FACILITY

ADDENDUM NO. 1

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All bidders bidding Contract No. 1759 G, E, H, P shall read and take note of this Addendum No. 1. The Contract Documents for **Contract No. 1759 G, E, H, P – Environmental Compliance Facility** are hereby revised and/or clarified as stated below.

Acknowledgement of Contract No. 1759 G, E, H, P; Addendum No. 1

The Acknowledgement attached to Addendum No. 1 is to be signed and returned immediately via email to Kathleen Uniatowski at contract.clerks@alcosan.org and acknowledged with the Bidder's Proposal.

Kimberly Kennedy, P.E.

Director – Engineering and Construction

**ACKNOWLEDGEMENT OF
CONTRACT NO. 1759 G, E, H, P – ENVIRONMENTAL COMPLIANCE
FACILITY**

ADDENDUM NUMBER 1

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

MARCH 11, 2022

CONTRACT NO. 1759 G, E, H, P

ENVIRONMENTAL COMPLIANCE FACILITY

ADDENDUM NO. 1

MARCH 11, 2022

CONTRACT NO. 1759 G, E, H, P

ENVIRONMENTAL COMPLIANCE FACILITY

ADDENDUM NO. 1

A. Contract Documents – Volume 1

1. Re-issued Contract 1759H Article 1:

- a) Added Section 8.2 for allowance work for Johnson Controls Metasys upgrade
- b) Added Section 8.3 for Base Bid total.

2. Re-issued Contract 1759H Article 4:

- a) Added Bid Item #2 to cover allowance work for Johnson Controls Metasys Upgrade

B. Contract Specifications – Volume 2

1. 01 32 16:

- a) Section 01 32 16 1.13.I.1 is updated to change the weather delay days from 5 per year to 15 for the project duration:

“Include an activity on the critical path of the schedule with a duration of 15 working days for the duration of the project for delays due to adverse weather on the project. When the Owner, Engineer, and CM and Contractor agree that a weather day affects the work, it will reduce the remaining duration of the weather day activity by the agreed upon weather days.”

2. 01 22 00:

a) REVISE 3.3 to include Allowance Work for Metasys Upgrade:

3.3.A.3: "All 1735H Contract Work is considered part of this Lump Sum bid price, except as itemized in Allowance Work."

3.3.B.1: "This allowance covers a scope of work for Johnson Controls to perform an upgrade of the Metasys system in ALCOSAN's O&M Building which will interface with HVAC equipment in the Environmental Compliance Facility. This scope shall be awarded to Johnson Controls exclusively. The Bid Allowance covers a pre-negotiated cost with Johnson Controls. Any remaining monies shall be remitted to ALCOSAN per contract stipulations for Allowance Work."

C. Contract Specifications – Volume 3

1. No Changes

D. Contract Drawings

1. 220-ESL-02: REVISE Fire Alarm note. [Drawing will be issued in a future addendum]

E. Questions

Q1: A note on the Fire Alarm Riser Diagram Drawing 220-ESL-02 indicates that all fire alarm equipment is to be installed in rigid steel conduit. Fire Alarm Specification Section 284-621.11 Page 12 Paragraph 3.5 B and C state that all Fire Alarm raceways are to be EMT conduit. Please clarify.

A1: Fire Alarm raceways are to be EMT per the specifications. The note on the drawing will be revised accordingly.

Q2: Please provide a manufacturer and Catalog No. for the pedestal mounted receptacles shown on Drawings 220-ET-41 and 220-ET-42.

A2: The pedestal mounted receptacles shown on 220-ET-41 and 220-ET-42 are provided by the lab bench vendor.

Q3: Note No. 7 under Electrical General notes on Drawing 000-E-01 states that all conduit in the lab spaces shall be rigid aluminum. Is it permissible to install MC Cable concealed in the wall and ceilings of the lab area?

A3: Installation of MC cable in lab spaces is prohibited. Provide rigid aluminum conduits per note #7.

Q4: Specification Section 26 09 23 Page 7 Paragraph 3.4 B states that the lighting control cable shall be installed in a 1/2" raceway. Is it permissible to install open plenum lighting control cable concealed in the walls and ceilings?

A4: All lighting control cables inside lab spaces are to be installed in conduit. Lighting control cables in all other spaces concealed above ceiling or behind wall are allowed to be installed without conduit. Cables are to be plenum rated. Any lighting control cable in open or exposed ceiling or wall is to be installed in conduit.

F. Clarifications

1. Any elevator bid for the General contract must be supported by the attached Elevator Compliance Letter to be signed by the elevator vendor. This letter has the vendor attest that the elevators will not have any proprietary maintenance or diagnostic restrictions. Division 14 specifies the Otis GEN2 elevator as the basis of design, which is known to meet these requirements. The General Contractor is required to submit this letter with their bid regardless of whether the elevators are furnished by Otis or another vendor.

2. The Scope of Work for the Johnson Controls Metasys Upgrade is attached to this Addendum. Section 8.2 in Contract 1759H Article 1 adds an allowance item of \$140,000.00 for Johnson Controls to perform this work as a subcontractor under the H contract. This work is not located in the Environmental Compliance Facility, but must take place concurrently to interface with equipment in the ECF. By submitting a bid, the H Contractor acknowledges that this scope is to be subcontracted exclusively to Johnson Controls. The 1759H Article 1 and Article 4 attachments included in this Addendum are to replace the 1759H Article 1 and Article 4 issued with the Bid Documents.

G. Attachments

Contract Documents:

Contract 1759H Article 1

Contract 1759H Article 4

Specifications:

None

Drawings:

None

Pre-Bid Documents:

1759 Pre-Bid Agenda + Minutes

1759 Pre-Bid Attendees

1759 Pre-Bid Power Point

Other:

Elevator Compliance Letter

Johnson Controls Metasys Upgrade Scope of Work (prices redacted)

* * * * END OF ADDENDUM NO. 1 * * * *

BIDDING DOCUMENTS

ARTICLE 1

CONTRACT 1759 H

**BIDDING DOCUMENTS
ARTICLE 1**

CONTRACT 1759-H: ENVIRONMENTAL COMPLIANCE FACILITY

	Page
Bid Form	1-1H
Bid Bond	1-7H
Certificate of Minority and Women's Business Enterprise Participation.....	1-15H
Non-Collusion Affidavit	1-16H
Certificate of Compliance with the Pennsylvania Steel Products Procurement Act	1-18H
Contractor's Qualification Statement.....	1-20H
Certification of Safety Procedures Compliance	1-22H

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

BID FORM

To: Allegheny County Sanitary Commission

Address: 3300 Preble Avenue, Pittsburgh, PA 15233

Project Identification: ENVIRONMENTAL COMPLIANCE FACILITY

Contract No.: 1759 H – HVAC

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 Lump Sum Work: Bidder further agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents based upon the undersigned's own estimate of quantities and costs and including sales, consumer, use, and other taxes, except as provided below, and overhead and profit, for **CONTRACT 1759-H** the following lump sum of:

_____ Dollars
(Words)

and _____ Cents \$ _____
(Words) (Figures)

- 8.2 Allowance Work: Bidder further proposes to accept as full payment for the Allowance Work proposed herein for the pre-negotiated scope of upgrading ALCOSAN's existing Metasys building automation systems through Johnson Controls. Bidder agrees that the allowance is for the labor/materials in the scope of work that pertains to Johnson's upgrade scope only and is exclusive of Contractor's Overhead & Profit which is to be included in Lump Sum Work.

Item	Description	Quantity	Unit	Unit Price	Extended Total Amount
01	JOHNSON CONTROLS METASYS UPGRADE	1	LS	\$140,000	\$140,000.00
	TOTAL OF EXTENDED ITEM AMOUNTS FOR ALLOWANCE WORK LISTED ABOVE				\$140,000.00

8.3 Base Bid Summary:

8.3.1 Lump Sum Work (8.1) \$ _____

8.3.2 Total of Extended Amount for Allowance Work (8.2) \$140,000.00

TOTAL BASE BID (Sum of lines 8.3.1 and 8.3.2):

_____ Dollars
(Words)

and _____ Cents. \$ _____
(Words) (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)

(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.
1759H – ENVIRONMENTAL COMPLIANCE FACILITY**

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 and Zip Code)

ATTEST:

By: _____ *

(Signature)

(Title)

Date: _____, 20__

(AFFIX CORPORATE SEAL)

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

CORPORATION COMPLETE THIS PAGE

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

(Street Address) (City, State and Zip Code)

and, if a non-Pennsylvania corporation [has] / [has not] been granted a certificate of authority to do business in Pennsylvania, as required by the Pennsylvania Business Corporation Law of 1988, approved December 21, 1988, P.L. 1444, as amended, 15 Pa. C.S.A. §§ 4101 et seq.

ATTEST:

(Name of Corporation)

(Signature of Certifying Officer)

(Signature of Authorized Officer)

Date: _____, 20__

(Typed name of Authorized Officer)

(AFFIX CORPORATE SEAL)

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

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

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

Dated: _____, 20_____
Signature of secretary (or assistant secretary)

(AFFIX CORPORATE SEAL)

PARTNERSHIP COMPLETE THIS PAGE

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

(Fictitious or assumed name)

WITNESS:

(Partner trading as above) *(SEAL)

(Partner trading as above) *(SEAL)

Date: _____, 20__

(Street Address)

(City, State and Zip Code)

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

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

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

(Name)

(Address)

(City, State and Zip Code)

(Name)

(Address)

(City, State and Zip Code)

(Name)

(Address)

(City, State and Zip Code)

(Name)

(Address)

(City, State and Zip Code)

Date: _____, 20__

(Signature of Certifying Partner)

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

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

(Fictitious or assumed name)

WITNESS:

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

(Street Address)

Date: _____, 20__

(City, State and Zip Code)

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

(Individual Name)

WITNESS:

By: _____(SEAL)
(Individual)

(Street Address)

Date: _____, 20__

(City, State and Zip Code)

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

CONTRACT 1759-H: ENVIRONMENTAL COMPLIANCE FACILITY

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. 1759-H	NAME OF BIDDER	ADDRESS			PHONE	
List below all MBE/WBE's that were solicited - whether or not a commitment was obtained - - Copy this form as necessary						
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		TYPE OF SUBCONTRACT WORK OR MATERIALS	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.

MBE/WBE SOLICITATION AND COMMITMENT STATEMENT

BIDDER’S FIRM:

ADDRESS:

TELEPHONE:

CONTACT PERSON:

PROPOSAL AND BID FOR:

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

Prepared by: _____ Title: _____

MBE/WBE SOLICITATION AND COMMITMENT STATEMENT

Additional Information

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

Prepared by: _____ Title: _____ Phone: _____

Websites that provide certified MBE/WBE companies:

www.paucp.com

Ray Meyer
ALCOSAN DBE Coordinator

(412) 734-8737

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__.

W I T N E S S E T H:

WHEREAS, Contractor wishes to contract with ALCOSAN relative to CONTRACT 1759-H: ENVIRONMENTAL COMPLIANCE FACILITY (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: _____

CONTRACTOR'S QUALIFICATIONS STATEMENT

Submitted by: _____
Principal Office: _____

(A Corporation)
(A Co-partnership)
(An Individual)

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

1. How many years has your organization been in business under your present business name?

2. How many years experience does your organization have in this type of business?

3. On a separate sheet, attached to this document, list the categories of work, by CSI Division Number and Title that your organization will perform on this contract.
4. On a separate sheet, attached to this document, list the categories of work, by CSI Division Number and Title that your organization will sub-contract out on this contract.
5. On a separate sheet, attached to this document, list major construction projects similar in nature to this project that your organization has in progress giving the name of project, owner, architect/engineer, contract amount, percent complete, scheduled completion date, and the percentage of the total cost of the work that your organization is performing.
6. On a separate sheet, attached to this document, list major construction projects similar in nature to this project that your organization has completed in the past FIVE (5) years, giving the name of project, owner, architect/engineer, contract amount, percent complete, scheduled completion date, and the percentage of the total cost of the work that your organization is performing.
7. On a separate sheet, attached to this document, list the construction experience and current commitments of the key individuals of your organization.

8. If the answer is “yes” to any of the following three questions, please attach details.
- Has your organization ever failed to complete any work awarded to it? _____
 - Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? _____
 - Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last FIVE (5) years? _____
9. Attach a financial statement, preferably audited, including your organization’s latest balance sheet and income statement showing the following items:
- Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses)
 - Net Fixed Assets
 - Other Assets
 - Current liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes)
 - Other liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)
 - Name and address of firm preparing attached financial statement and date thereof.
10. Is the attached financial statement for the identical organization named on page one? _____. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary)

Dated: _____

Name of Organization: _____

By: _____

Title: _____

_____ being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this date: _____

Notary Public: _____

My Commission Expires: _____

CERTIFICATION OF SAFETY PROCEDURES COMPLIANCE

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

hereby certify that I have read and understand the Safety Procedure as enumerated in the Contract Provisions Section entitled "Compliance with Health, Safety and Environmental Laws" of Contract Number 1759-H and that all Work will be conducted in accordance with OSHA standards and other applicable safety precautions.

Date: _____, 20____ By: _____

CONTRACT AGREEMENT

ARTICLE 4

CONTRACT NO. 1759 H

CONTRACT AGREEMENT

This CONTRACT AGREEMENT ("Agreement"), executed in the County of Allegheny, in the Commonwealth of Pennsylvania, this _____ day of _____, 20__ by and between the ALLEGHENY COUNTY SANITARY AUTHORITY (hereinafter called the "Authority" or "Owner," acting through its Chairman, who acts herein solely for the Authority and without personal liability to himself) and _____ of _____ (hereinafter called the "Contractor.")

WITNESSETH:

WHEREAS, the Authority, pursuant to authority vested in it by Acts of Assembly of the Commonwealth of Pennsylvania, did, by advertisement heretofore made in accordance with the provisions of said Acts, invite bids for **CONTRACT NO. 1759 H – ENVIRONMENTAL COMPLIANCE FACILITY**.

WHEREAS, in accordance with said advertisement and the Information for Bidders prepared by the Authority and submitted to Bidders, the Contractor submitted to the Authority a Bid for the materials or services herein described and a Contract was duly awarded by the Authority to the Contractor, for the materials or services to be furnished under **CONTRACT NO. 1759 H – ENVIRONMENTAL COMPLIANCE FACILITY** for the price specified in the Bid. Said Bid and all related Contract Documents are hereby made a part of this Agreement, whether or not hereto attached and are hereinafter referred to as the "Contract"; and,

WHEREAS, the Bid includes the following quoted amount:

BASE BID

Item #1: Lump Sum Work:

Bidder further agrees to accept as full payment for the Lump Sum Work proposed within the Bidding Documents based upon the undersigned's own estimate of quantities and costs and including sales, consumer, use, and other taxes, except as provided below, and overhead and profit, for **CONTRACT 1759 H**, the following lump sum of:

_____ Dollars
(Words)

and _____ Cents \$ _____
(Words) (Figures)

Item # 2: Allowance Work:

Allowance Work: Bidder further proposes to accept as full payment for the Allowance Work proposed herein for the pre-negotiated scope of upgrading ALCOSAN's existing Metasys building automation systems through Johnson Controls. Bidder agrees that the allowance is for the labor/materials in the scope of work that pertains to Johnson's upgrade scope only and is exclusive of Contractor's Overhead & Profit which is to be included in Lump Sum Work.

Item	Description	Quantity	Unit	Unit Price	Extended Total Amount
01	JOHNSON CONTROLS METASYS UPGRADE	1	LS	\$140,000	\$140,000.00
	TOTAL OF EXTENDED ITEM AMOUNTS FOR ALLOWANCE WORK LISTED ABOVE				\$140,000.00

Base Bid Summary:

Item #1: Lump Sum Work \$ _____

Item #2: Allowance Work \$140,000.00

TOTAL BASE BID (Sum of lines Item #1 & Item #2)

_____ Dollars
(Words)

and _____ Cents. \$ _____
(Words) (Figures)

NOW, THEREFORE, in consideration of their mutual covenants and agreements and intending to be legally bound thereby, the Authority and the Contractor agree as follows:

1. The Contractor agrees to provide any and all labor, supervision, materials, supplies, services (including detailed engineering), equipment, tools, transportation, facilities and appurtenances thereto, whether temporary or permanent, and such other items as indicated, required or implied by the Contract Documents and as necessary for a complete, functional and operational **ENVIRONMENTAL COMPLIANCE FACILITY** (the "Work").

2. The Contractor further agrees and acknowledges that time is of the essence of the Contract and that Contractor shall commence the Work immediately upon receipt of the Notice to Proceed and shall prosecute the Work diligently to completion within 607 calendar days ("Contract Time") and as specified for each Construction Milestone and Substantial Completion of the entire Work as set forth below:

Construction Milestone	Contract Time Calendar Days	Notes
Substantial Completion of Contract 1759 H	548 days	From Notice to Proceed
Final Completion of Contract 1759 H	607 days	From Notice to Proceed

Owner and Contractor recognize that Owner will suffer financial loss if the Work is not completed within the Contract Time specified in paragraph 2, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delay, expense, and difficulty involved in proving, in a court action or other dispute resolution proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner at the daily rate indicated below for each Calendar day that expires after the Contract Time specified in paragraph 2, plus any extensions thereof allowed in accordance with the General Conditions, until the particular Construction Milestone or Substantial Completion of the entire Work, as the case may be, is achieved.

Construction Milestone	Liquidated Damages / Calendar Day
Substantial Completion of Contract 1759 H	\$5,000/calendar day
Final Completion of Contract 1759 H	\$1,000/calendar day

For the purposes of this provision, the term "completion" means the Contract work is installed, tested and commissioned including satisfactory acceptance and performance testing complete and the system is ready to be operated by ALCOSAN with all work required under the contract complete. The contractor acknowledges and agrees that the liquidated damages set forth in the provision are not a penalty, but instead are intended to compensate ALCOSAN for those losses attributable to ALCOSAN's inability to use the Contract work as anticipated. Further, the receipt of liquidated damages by ALCOSAN shall in no way limit or reduce ALCOSAN's right to pursue other rights and remedies as provided in the contract with the contractor or otherwise available to ALCOSAN. ALCOSAN may deduct the aforementioned liquidated damages from any unpaid amounts then or thereafter due the contractor. Any liquidated damages remaining unsatisfied shall be due and payable to ALCOSAN by the contractor upon demand.

4. The Owner shall, as provided in the Contract Documents, pay to the Contractor for the Work the firm lump sum of _____ as such amount maybe increased or decreased pursuant to the Contract Documents (the "Contract Sum").
5. The Contractor by executing this Agreement represents and warrants that it has read, and fully understands, each and every clause in each of the Contract Documents, including:
 - a. Legal Notice
 - b. Bid Form and Bid Bond
 - c. Supplementary Information Package (if any)
 - d. Certificate of MBE & WBE Participation
 - e. Non-Collusion Affidavit
 - f. Certificate of Compliance with the Pennsylvania Steel Products Procurement Act
 - g. Contractor's Experience Questionnaire
 - h. Information for Bidders
 - i. General Contract Conditions
 - j. Certificate of Safety Procedures Compliance
 - k. Contract Agreement
 - l. Bonds, Certificates and Statements
 - m. Technical Specifications and Appendices, if any
 - n. Addenda issued prior to the opening of bids, if any
 - o. Prevailing Minimum Wage Predetermination
 - p. Contract Drawings
 - q. Exceptions submitted by the Bidder and accepted in writing by the Owner
 - r. Addenda

6. In order to induce the Owner to enter into this Agreement, Contractor further represents and warrants as follows:
 - a. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by Owner or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - b. Contractor has studied carefully reports of explorations and tests of subsurface conditions and drawings of physical conditions available at the project site. Contractor acknowledges that such reports and drawings are not Contract Documents.
 - c. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as Contractor deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.
 - d. Contractor has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site and has included appropriate costs.
 - e. Contractor has correlated information known to Contractor and results of such observations, familiarizations, examinations, investigations, explorations, tests, and studies with the Contract Documents.
 - f. Contractor has given the Owner written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of the terms and conditions for performing and furnishing the Work.
7. This Contract is entered into under and pursuant to the laws of the Commonwealth of

Pennsylvania and will in all respects be construed in accordance with the laws of said Commonwealth.

8. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
9. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in Allegheny County, Pennsylvania under their several seals on the date of this Agreement the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

ALLEGHENY COUNTY SANITARY AUTHORITY

By: _____
Arletta Scott Williams, Executive Director

(Seal of Authority)

ATTEST:

Executive Assistant

_____, 20____
Date

CORPORATION COMPLETE THIS PAGE

_____ is 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 Contract Agreement for the
Contractor according to the form attached hereto. In lieu of such certificate, attach to the Contract
Agreement 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 corporation seal.

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

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

Date: _____, 20__

(Signature of Secretary or
Assistant and 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 all partners, and the names and addresses of all the partners must be listed on the attached Certificate. By executing this Contract Agreement, the partners agree that two general partners are authorized to act to bind the partnership with regard to all matters under this Contract. The partnership must also attach Certificate of registration under the provisions of the Fictitious Names Act.

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

I, a partner of _____, the partnership named as Contractor in the within Contract Agreement, certify that the following are the names and addresses of all 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)
-------------------	--

CONTRACTS 1759 G, E, P, H
ALCOSAN ENVIRONMENTAL COMPLIANCE FACILITY
Pre-Bid Meeting Minutes

Friday February 25, 2022 @ 10:00 AM
Virtual Microsoft Teams Meeting

INTRODUCTION

- a. Opening comments from ALCOSAN PM, Cody Edgell.
- b. Overview of MBE/WBE requirements from ALCOSAN Manager of Purchasing and DBE Coordinator, Ray Meyer.
- c. Meeting moderated by GSI/Hill Project Manager, Therese Shearer. Please keep questions to the end. Chat Discussions on Zoom are not appropriate for questions.
- d. Overview of plans presented by Fred Santoro, AE Works Architect.

BID DOCUMENTS

1. Legal Notice

- a. All bids to be submitted to Alcosan Engineering Department clerks (2nd floor of the O&M Building, 3300 Preble Ave. Pittsburgh PA, 15233) on or before bid opening date and time. If the bid package is sent to ALCOSAN by land courier (UPS, FedEx, etc.), allow enough time for delivery to the clerks.
- b. Bid opening on **Thursday, April 28, 2022** at **11:00 AM** sharp! Those who have purchased bid documents will be given the link to the virtual public bid opening
- c. Require a target goal of WBE/MBE participation. (10% to 25% of contract value)
- d. Bid security 10% of bid price by certified check or bid bond.
- e. Contract documents must be purchased directly from ALCOSAN to qualify as an eligible bidder.
- f. All questions regarding the Technical Aspects of the Project shall be submitted to **Michael Raig, G. Stephens, Inc. via email to mraig@gstephensinc.com**. Answers to any question shall be considered informal and without legal or binding effect on the contract, or to the Owner, unless formalized by an addendum.
- g. Any questions regarding the purchase of Contract Documents should be directed to **Kathleen P. Uniatowski, via email to Contract.clerks@alcosan.org**.
- h. This Pre-bid meeting is not mandatory for bidders.
- i. The last day for questions is Close of Business **Friday, April 8, 2022**. Responses will be distributed as addenda, as soon as possible, as deemed applicable.

2. Bidding Documents [Article One]

- a. Bid Forms – For contract G, fill in TOTAL BASE BID (Sum of lines 8.3.1 and 8.3.2) on page 1-4G. For contracts E, H, and P fill in Total Base Bid on pages 1-2E, 1-2H, and 1-2P respectively. Note that Article 1 for contract H will be revised in the first addendum adding bid line items for

CONTRACTS 1759 G, E, P, H
ALCOSAN ENVIRONMENTAL COMPLIANCE FACILITY
Pre-Bid Meeting Minutes

Johnson Controls' work. There are no alternates to be bid. Bids shall be submitted with all bid forms complete and signed by an authorized representative of the Company. The bid forms required to be submitted: (Article 1 pages 1-1G through 1-23G or 1-21 (E, P, H) and Solicitation and Commitment Statement pages 1 of 4 through 4 of 4), not the entire book.

- b. Bid Form for General Contractor paragraph 8.2 Unit Price Work. Items 03A and 03B includes all of the work required to install 100% of the caissons along with disposal of residual waste spoils from drilling. If the spoils meet the threshold of Other Contaminated Waste defined in 31 23 00, the special costs to handle and dispose said spoils will be compensated on a T&M basis against the Allowance established in item 06.
- c. Acknowledge all Addenda received and made part of the Bid Documents on page 1-2 in the bid form AND attach a signed Acknowledgement of Receipt of each individual addendum to the front of the Bid Form package AND by noting each Addendum received, by its identifying number and date received, on the face of the sealed Bid envelope. (Art. 2.16)
- d. Provide a contact for your company in the space designated on page 1-7G or 1-5 (E, H, or P) for receipt of any communications necessary for the bid evaluation. An individual's name, address and direct Phone number is required.
- e. Bid Bond - Certified check or Bid Bond. (Art. 2.19)
- f. Project Labor Agreement (Art. 2.33) - Primes to sign and submit Letter of Assent (Art. 2 page 23) with bid. Subs sign before working on project.
- g. Use of Model (Art. 2.34) – “facilitate sequencing of the work in preparing bid”

3. Information for Bidders [Article Two]

- a. Submission of Bids (2.04); Sealed Bid to be submitted to ALCOSAN Engineering Department on or before bid opening date and late bids (anything received after 11:00 AM) will be treated as “non-responsive” and returned to the Bidder unopened.
- b. Award, Contract Execution, and Notice to Proceed (2.07); The Owner will endeavor to issue the Notice to Proceed within Ninety (90) calendar days of the Bid opening and Thirty (30) calendar days after the Contract is awarded.
- c. Bidders to Investigate (2.13); Bidders may coordinate site visits through the Construction Manager's Project Engineer, Adrian Bivins, at abivins@gstephensinc.com.
- d. Tax Exemptions (2.18) and Sales and Use Tax (3.22). This project is NOT exempt from sales and use tax.
- e. Bid Security / Contract Execution (2.19).
- f. Alterations of Bids and Documents (2.22). Alterations to the bid documents is not permitted.
- g. Qualifications and Experience of Bidders (2.24)
- h. MBE & WBE Participation (2.25); Lower-tier subcontractor and/or suppliers participation counts towards 10%-25% goal.
- i. Project Labor Agreement and Letter of Assent (Prime and Subs) (2.33) Primes to sign and submit Letter of Assent (Art. 2 page 23) with bid. Subs sign before working on project.

CONTRACTS 1759 G, E, P, H
ALCOSAN ENVIRONMENTAL COMPLIANCE FACILITY
Pre-Bid Meeting Minutes

4. Contract Provisions [Article Three]

- a. No Lien Agreement/Release (3.16). The Contractor, on behalf of itself, its subcontractors and suppliers, hereby specifically waives the right to file any mechanic's or other lien for this project.
- b. Project Coordination (3.7 & 3.23)
- c. Retainage; (3.36): 10% to start. Reduced to 5% at 50% completion.
- d. Bonds (3.56); Performance Bond and Labor and Material Payment Bond to be provided prior to the execution of the Contract Agreement by Owner in the amount (100%) of the Contract Sum. Also, Maintenance Bond (100% of Contract sum) required upon final acceptance of the completed work.
- e. Compliance with Health (COVID-19), Safety, and Environmental Laws (3.73); requires a project-specific written safety program, tailored specifically for the work on this Contract 1759 to be submitted to the Construction Manager prior to performing any work on-site.
- f. Working hours (3.75); Normally between 7:00 AM to 5:00 PM, Monday through Friday. Work performed outside these hours, during ALCOSAN holidays and weekends shall be overseen by the Construction Manager, ALCOSAN and Architect's staff as required, at the sole expense of the Contractor.
- g. Sales and Use Tax (3.22) There are NO tax-exempt items on this project.
- h. Pennsylvania Prevailing Wage Rates (3.76); Minimum wage rates as set forth by the PA Prevailing Wage Act. (See Article 7)
- i. Compliance to the Buy American (3.77)
- j. Compliance to the PA Steel Products Procurement Act/Trade Practices Act (3.78/3.79)

5. Contract Agreement [Article Four]

- a. Contract Milestones:

Construction Milestones	Contract Time (Calendar Days)	Notes
Substantial Completion of Contract	548 days	From Notice to Proceed
Final Completion of Contract	607 days	From Notice to Proceed

- b. Liquidated Damages

Construction Milestone	Liquidated Damages
Substantial Completion of Contract	\$5,000/calendar day
Final Completion of Contract	\$1,000/calendar day

6. Bonds, Certificates and Statements [Article Five]

CONTRACTS 1759 G, E, P, H
ALCOSAN ENVIRONMENTAL COMPLIANCE FACILITY
Pre-Bid Meeting Minutes

- a. Performance Bond (prior to contract issuance)
- b. Labor and Material Payment Bond (prior to contract issuance)
- c. Contractor's Certificate of Satisfaction (At completion of contract)
- d. Maintenance Bond (At completion of contract)

7. Project Specifications [Article 6]

- a. Summary of Work 011100 – by AE Works Project Manager, Shane Goodman.
- b. All excavation is under the G contract. This is to keep management of excavation spoils under one contract.
- c. Project Coordination via BIM (01 31 13). The G contractor is responsible for managing and leading the 3D coordination, as Project Coordinator and BIM Coordinator, utilizing Autodesk Navisworks with cloud collaboration capabilities.
- d. Construction Facilities, Temporary Controls and Utilities (01 50 00) are found on the Site Utilization Plan, SU-01.
 - i. Due to the limited size of the site, it is anticipated that all contractor field offices will be off-site at locations determined by each contractor. CM field office will be located on the site.
 - ii. At the contractor's discretion, the westbound traffic lane on Tracy Street appears to be the optimum way to access the site with deliveries from flatbeds/lowboys. A DOMI permit would be required.
- e. Management, Handling, and Disposal of Excavated Soil and Other Excavated Material (31 23 00) is the responsibility of the General Contractor. All excavation is to be considered residual waste and included in the lump sum bid (except the for the residual waste from the caisson installations). The special costs to handle and dispose of Other Contaminated Waste will be compensated on a T&M basis against the Allowance established in item 06.

8. Prevailing Minimum Wage Determination [Article 7]

SITE TOUR REQUESTS

- a. Tours are limited to 4 people and are scheduled to last 30 minutes except tours by the electrical contractor which will be scheduled for 45 minutes to allow thorough review of the routing of their work.
- b. Tour dates and times are as follows:
 - i. Thursday March 10, 17 and 24: 8:15, 9:00, 9:45, 10:30, 11:15, 13:15, and 14:00 (Electrical)
 - ii. Thursday March 31: 8:00 (Electrical), 9:00, 9:45 and 10:30.
- c. To reserve an appointment, send requests to Adrian Bivins at abivins@gstephensinc.com

QUESTIONS

CONTRACTS 1759 G, E, P, H
ALCOSAN ENVIRONMENTAL COMPLIANCE FACILITY
Pre-Bid Meeting Minutes

1Q: Stuart Mientkeiwicz-Hudson Group: If the GC is required to perform all the excavation, how are they to quantify how much time for this work by other primes? Suggest an allowance for T&M.

1A: This will be addressed in an addendum.

2Q: **UNCLEAR NAME AND COMPANY LISTED COULD NOT BE VERIFIED BY ATTENDEE LIST. -Premier Solutions?:** Is the electrical contractor responsible for the ductbank installation?

2A: This will be addressed in an addendum.

FINAL COMMENTS

1. Regarding the elevator specifications in the G Contract, the Otis Gen2 elevator is the basis of design. Otis is aware that non-propriety equipment must be provided and have seen a letter that they must sign and the GC is to include in the bid indicating that they will comply. If the GC bids an elevator by another vendor, they must have them sign this compliance letter or the GC Bid will be considered unresponsive.
2. The H Contract includes an interface with another ALCOSAN building for HVAC Controls thru Johnson Controls. The first addendum for Contract 1759 will update Article 1 and Article 4 for the base bid to include the Johnson Control costs for the other building.
3. Contractors are to include inflation costs in their bids. ALCOSAN will not recognize a change submitted later during the project for inflation.
4. The only bids that will be considered are those submitted for the entire G, H, P or E contract. Partial bids will not be accepted.
5. GC's or others submitting for H, P or E contracts that are recognized WBE/MBEs will count toward the required WBE/MBE goals.
6. No Alternates/No Substitutions apply where indicated in the documents. There will be no exceptions. Items such as lab casework have been reviewed closely and are integral to the overall design as indicated. Split system HVAC equipment must be Samsung, and HVAC DDC systems must be Johnson Controls. No substitutions will be considered.
7. The last day for Questions is Friday, April 8th. Addenda will be issued between now and the bid date. Do not wait until the last minute to submit questions if you have them sooner.



ALCOSAN ECF PRE-BID MEETING ATTENDANCE LIST



PROJECT: ALCOSAN 1759 - Environmental Compliance Facility			DATE: February 25, 2022
			Time: 10:00 AM
ALCOSAN PROJECT MANAGER: Cody Edgell			Location: Microsoft Teams
G. STEPHENS, INC. / Hill Int. PROJECT MANAGERS: Michael Raig/ Therese Shearer			
NAME	INITIAL HERE	ORGANIZATION	E-MAIL ADDRESS
Kathleen P. Uniatowski	Here	ALCOSAN	kathleen.uniatowski@alcosan.org
Cody Edgell	Here	ALCOSAN	cody.edgell@alcosan.org
Michael Raig		G. Stephens Inc.	mraig@gstephensinc.com
Therese Shearer	Here	Hill International	thereseshearer@hillintl.com
Toni Peitz	Here	Rycon Inc.	tpeitz@ryconinc.com
Stacy Williams		HK Equipment	swilliams@hkequipment.com
Cary Morris		Mosites	carym@mosites.com
Chris Cooper		PJ Dick	chris.cooper@pjdick.com
Tim Wier	Here	Rycon Inc.	twier@ryconinc.com
Christinal Bolla		Massaro Corporation	cbolla@massarocorporation.com
Randy Hartsock	Here	Massaro Corporation	rhartsock@massarocorporation.com
C. Helm		Massaro Corporation	chelm@massarocorporation.com



ALCOSAN ECF PRE-BID MEETING ATTENDANCE LIST



PROJECT: ALCOSAN 1759 - Environmental Compliance Facility	DATE: February 25, 2022
	Time: 10:00 AM
ALCOSAN PROJECT MANAGER: Cody Edgell	Location: Microsoft Teams
G. STEPHENS, INC. / Hill Int. PROJECT MANAGERS: Michael Raig/ Therese Shearer	

NAME	INITIAL HERE	ORGANIZATION	E-MAIL ADDRESS
Dan Stitt	Here	Massaro Corporation	dstitt@massarocorporation.com
William Vodde		Brayman Construction	w_vodde@brayman.com
Karen Schlaegle		Mosites	karen@mosites.com
R. Delio		Massaro Corporation	rdelio@massarocorporation.co
Adrian Bivins	Here	G. Stephens, Inc.	abivins@gstephensinc.com
Randall Beck	Here	Shook Construction	rbeck@shookconstruction.com
Kevin Martz	Here	Work Scape Inc.	kmartz@workscapeinc.com
Anne Geraud		ACG Inc.	ageraud@acginc.com
Domenic Poiche		ACG Inc.	dpoiche@acginc.com
Wes Donovan		Sargent Electric	wdonovan@sargentelectric.com
Jason	Here	Lugaila	jason@lugaila.net
Robin		Lugaila	robin@lugaila.net
J. Eckenrode		Lugaila	jeckenrode@lugaila.net



ALCOSAN ECF PRE-BID MEETING ATTENDANCE LIST



PROJECT: ALCOSAN 1759 - Environmental Compliance Facility			DATE: February 25, 2022
			Time: 10:00 AM
ALCOSAN PROJECT MANAGER: Cody Edgell			Location: Microsoft Teams
G. STEPHENS, INC. / Hill Int. PROJECT MANAGERS: Michael Raig/ Therese Shearer			
NAME	INITIAL HERE	ORGANIZATION	E-MAIL ADDRESS
P. Mastro		Mascaro Construction	pmastro@mascaroconstruction.com
G. Mummert		Mascaro Construction	gmummert@mascaroconstruction.com
Coates' Team Members	Here	Mike Coates Construction	mail@mikecoatesconstruction.com
Coates' Team Members	Here	Mike Coates Construction	bid-pm.assist@mikecoatesconstruction.com
Howard Agueda	Here	Mike Coates Construction	h.agueda@mikecoatesconstruction.com
Brandon. Rupert	Here	Mosites	brupert@mosites.com
John Robinson		PJ Dick	john.robinson@pjdick.com
J. Dentzer		Shook Construction	jdentzer@shookconstruction.com
Dan Bradley	Here	SSMI	Ddbradley@ssmi.biz
Ann Waller		Waller Corporation	ann@wallercorporation.com
Valerey		Waller Corporation	valerey@wallercorporation.com
B. Lugaila		Wayne Crouse Construction	blugaila@waynecrouse.com
F. Vogt		Wayne Crouse Construction	Fvogt@waynecrouse.com



ALCOSAN ECF PRE-BID MEETING ATTENDANCE LIST



PROJECT: ALCOSAN 1759 - Environmental Compliance Facility			DATE: February 25, 2022
			Time: 10:00 AM
ALCOSAN PROJECT MANAGER: Cody Edgell			Location: Microsoft Teams
G. STEPHENS, INC. / Hill Int. PROJECT MANAGERS: Michael Raig/ Therese Shearer			
NAME	INITIAL HERE	ORGANIZATION	E-MAIL ADDRESS
Samantha Barker		Wayne Crouse Construction	sbarker@waynecrouse.com
T. Bell	Here	Mike Coates Construction	t.bell@mikecoatesconstruction.com
J. Kester	Here	Mike Coates Construction	j.kester@mikecoatesconstruction.com
Fred Santoro	Here	AE Works	fred@aeworks.com
Bill Franczyk		Mascaro Construction	bfranczyk@mascaroconstruction.com
Chris Schweiger		Mascaro Construction	cschweiger@mascaroconstruction.com
Ron Cortes		Mascaro Construction	rcortes@mascaroconstruction.com
Mike Lackey		Mosites	mikel@mosites.com
Stephen Manukas	Here	Mascaro Construction	smanukas@mascaroconstruction.com
Matt Fleury		Mascaro Construction	mfleury@mascaroconstruction.com
Raymond Meyer	Here	ALCOSAN	raymond.meyer@alcosan.org
Chuck Berner			
Gary Jr			



ALCOSAN ECF PRE-BID MEETING ATTENDANCE LIST



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G. STEPHENS, INC. / Hill Int. PROJECT MANAGERS: Michael Raig/ Therese Shearer			
NAME	INITIAL HERE	ORGANIZATION	E-MAIL ADDRESS
Mark Edgar			
Chuck Baran	Here	Coates Construction	c.baran@mikecoatesconstruction.com
Sean Mitchell			
Doug Templeton	Here	Am. Higley	Doug.Templeton@amhigley.com
Bryan Murray	Here	BearCom	bryan.murray@bearcom.com
Mike Hogg	Here	Wellington Power	mhogg@wellingtonpower.com
Albert Kish	Here	W.G. Tomko	akish@wgtomko.com
Dave Gilbert	Here		
Glen Stephens	Here	G. Stephens Inc.	gstephens@gstephensinc.com
Brad Brock	Here	Rycon Construction	bbrock@ryconinc.com
Brad Lomago	Here	PJ Dick	Brad.Lomago@pjdick.com
Shane Goodman	Here	AE Works	shane@aeworks.com
Sean Phares	Here	Coastal Drilling	SPhares@shaftdrillers.com



ALCOSAN ECF PRE-BID MEETING ATTENDANCE LIST



PROJECT: ALCOSAN 1759 - Environmental Compliance Facility			DATE: February 25, 2022
			Time: 10:00 AM
ALCOSAN PROJECT MANAGER: Cody Edgell			Location: Microsoft Teams
G. STEPHENS, INC. / Hill Int. PROJECT MANAGERS: Michael Raig/ Therese Shearer			
NAME	INITIAL HERE	ORGANIZATION	E-MAIL ADDRESS
Tabatha Mix	Here	AE Works	Tabatha@aeworks.com
Johnathan Goldstein	Here	Stonhard	jgoldstein@stonhard.com
Jason Sparkenbaugh	Here		
Bill Friel	Here		
Fred Santoro	Here	AE Works	Fred@aeworks.com
Jeff Argyros	Here	ALCOSAN	Jeff.Argyros@alcosan.org
John Harris	Here	G. Stephens Inc.	jharris@gstephensinc.com
Stuart Mientkiewicz	Here	Hudson Co.	StuM@hudsoncompanies.netloma
	Here	Allegheny Construction Group	



ALCOSAN ENVIRONMENTAL COMPLIANCE FACILITY

CONTRACT NO. 1759 – Pre-bid

February 25, 2022

ALCOSAN Woods Run WWTP – Context Map & Project Description



Existing Use

- Empty lot, Garage construction project laydown, trailer parking
- Within Woods Run Wastewater Treatment Plant (3300 Preble Avenue)
- WWTP is a US Homeland Security Nationally-critical site

Proposed Use

- Approx. 53,000sf, 3-story Laboratory/Office building (this contract)
- 461-space, 5 ½ floor private parking garage (under construction)

Context

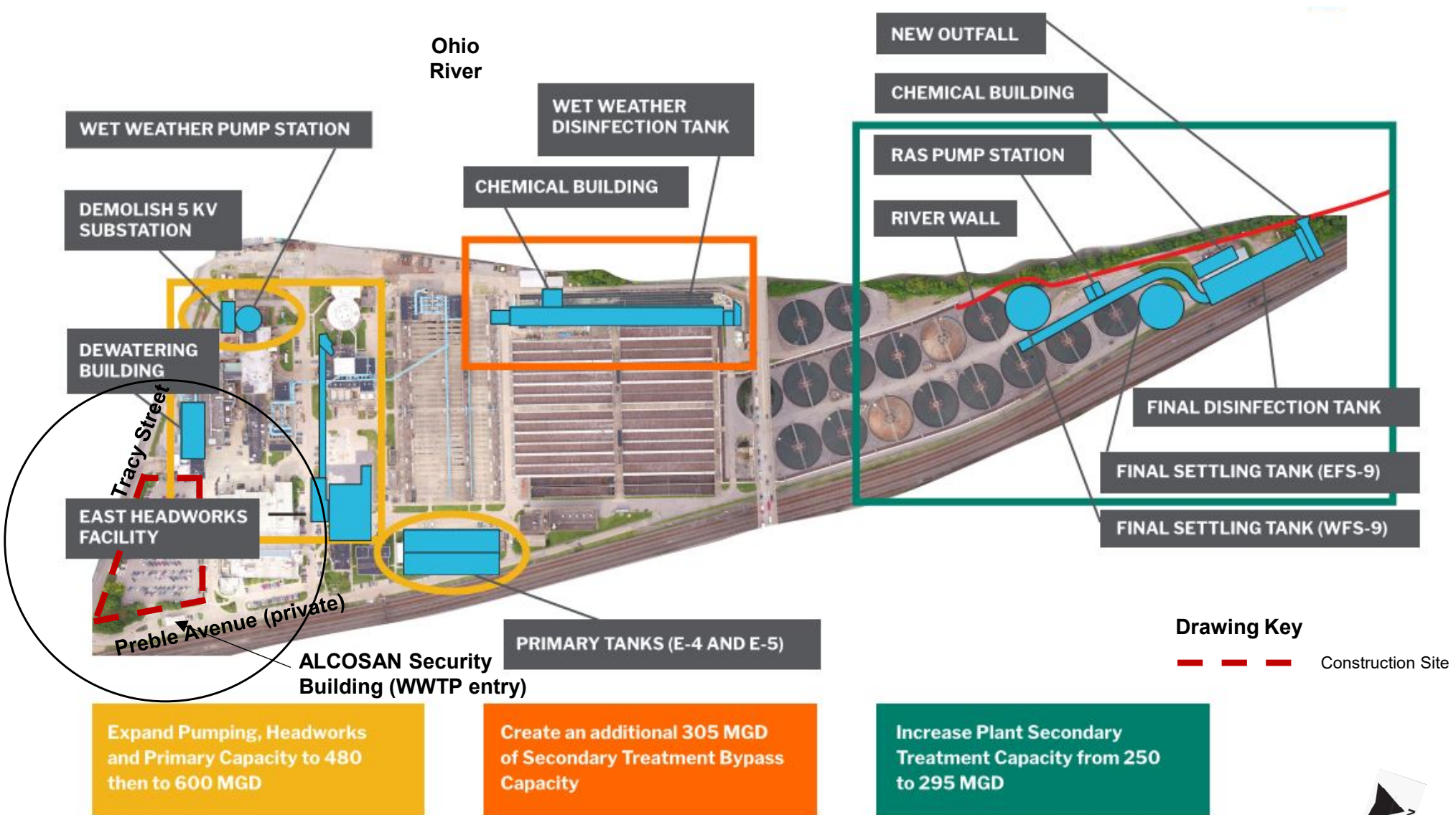
- Marshall-Shadeland neighborhood
- RCO: Brightwood Civic Group
- RIV-GI zoning district
- Industrial area
- Water-dependent use

Regulatory Review Status

- Planning commission approval and all requested variance granted
- All building and trades reviews have been approved and would be ready for contractors to pull permits

- ALCOSAN Property
- Construction Site
- New ALCOSAN Building

ALCOSAN Master Plan & Project Purpose



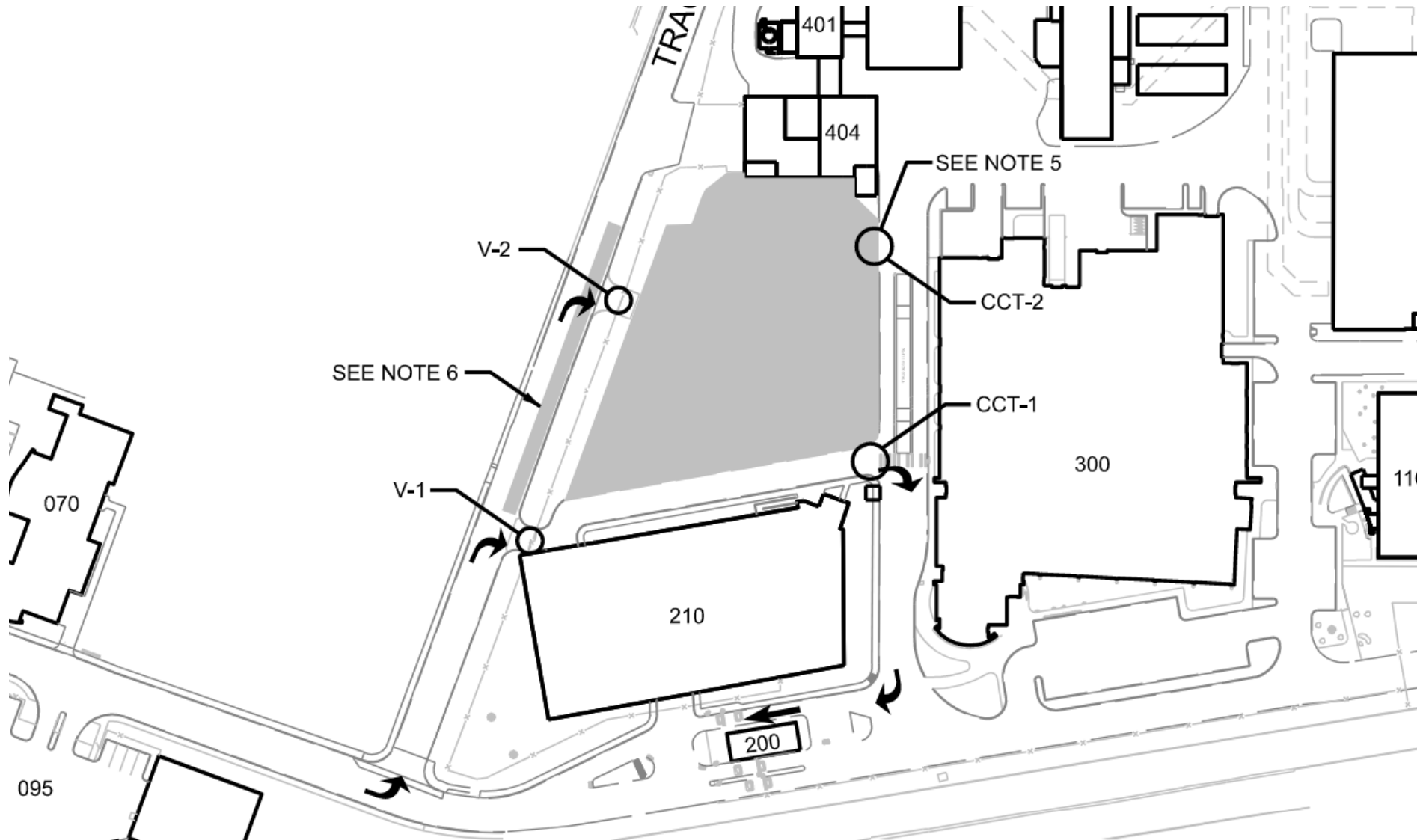
[illegible]

Fence line

Refer to drawing dimensions
over graphically scaling drawing



Site Utilization

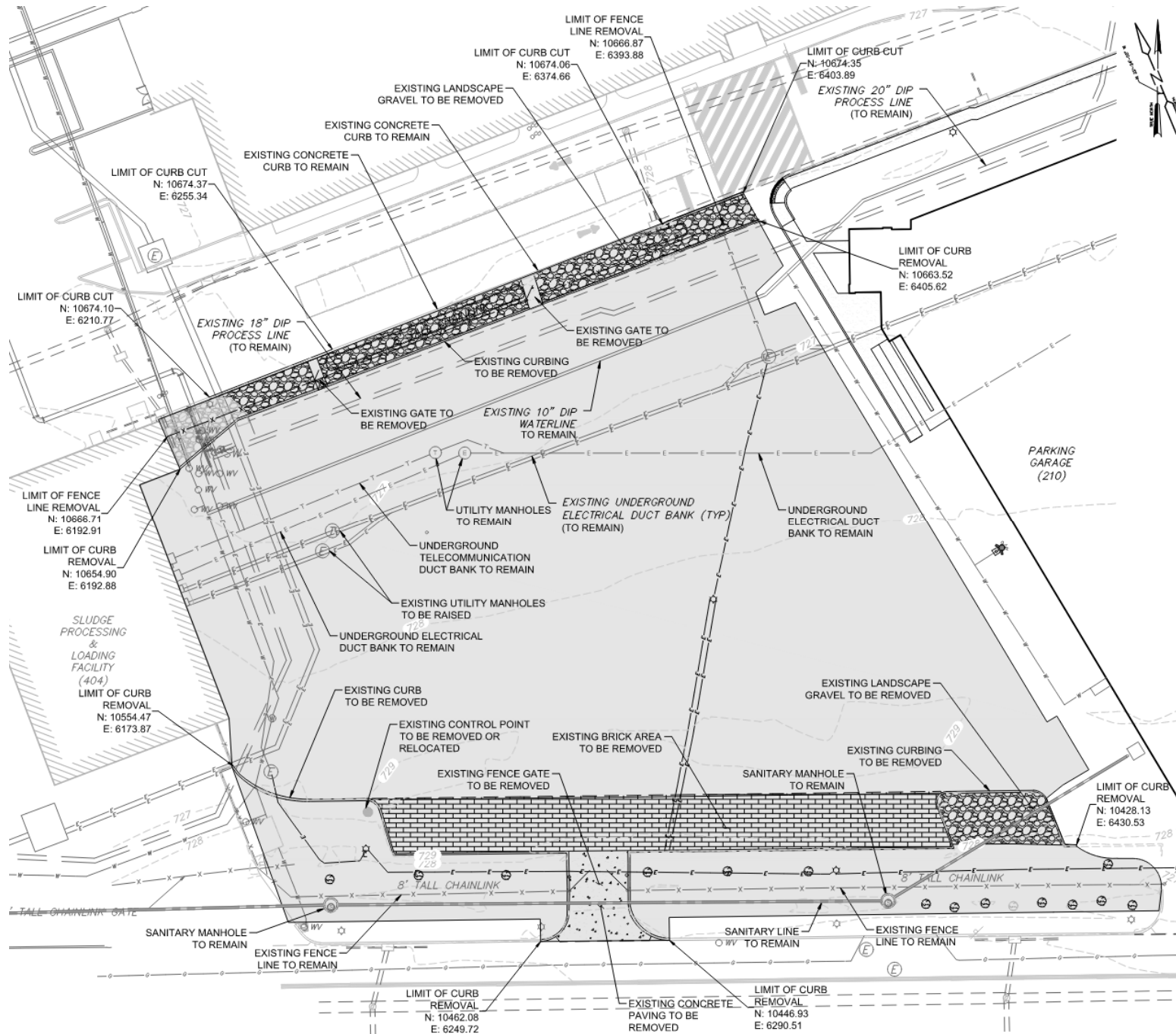


LEGEND

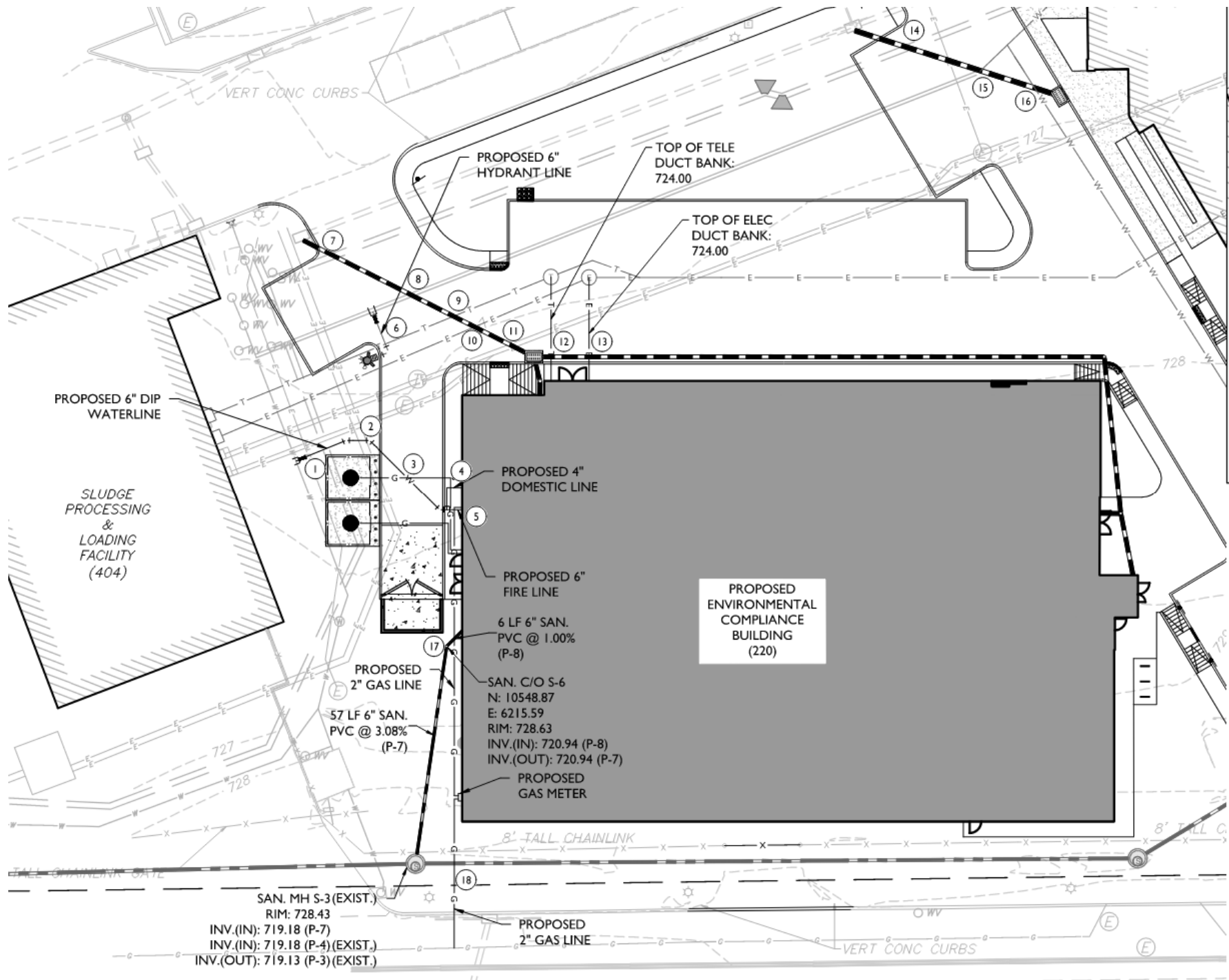


CONTRACT 1759 STAGING & LAYDOWN AREA

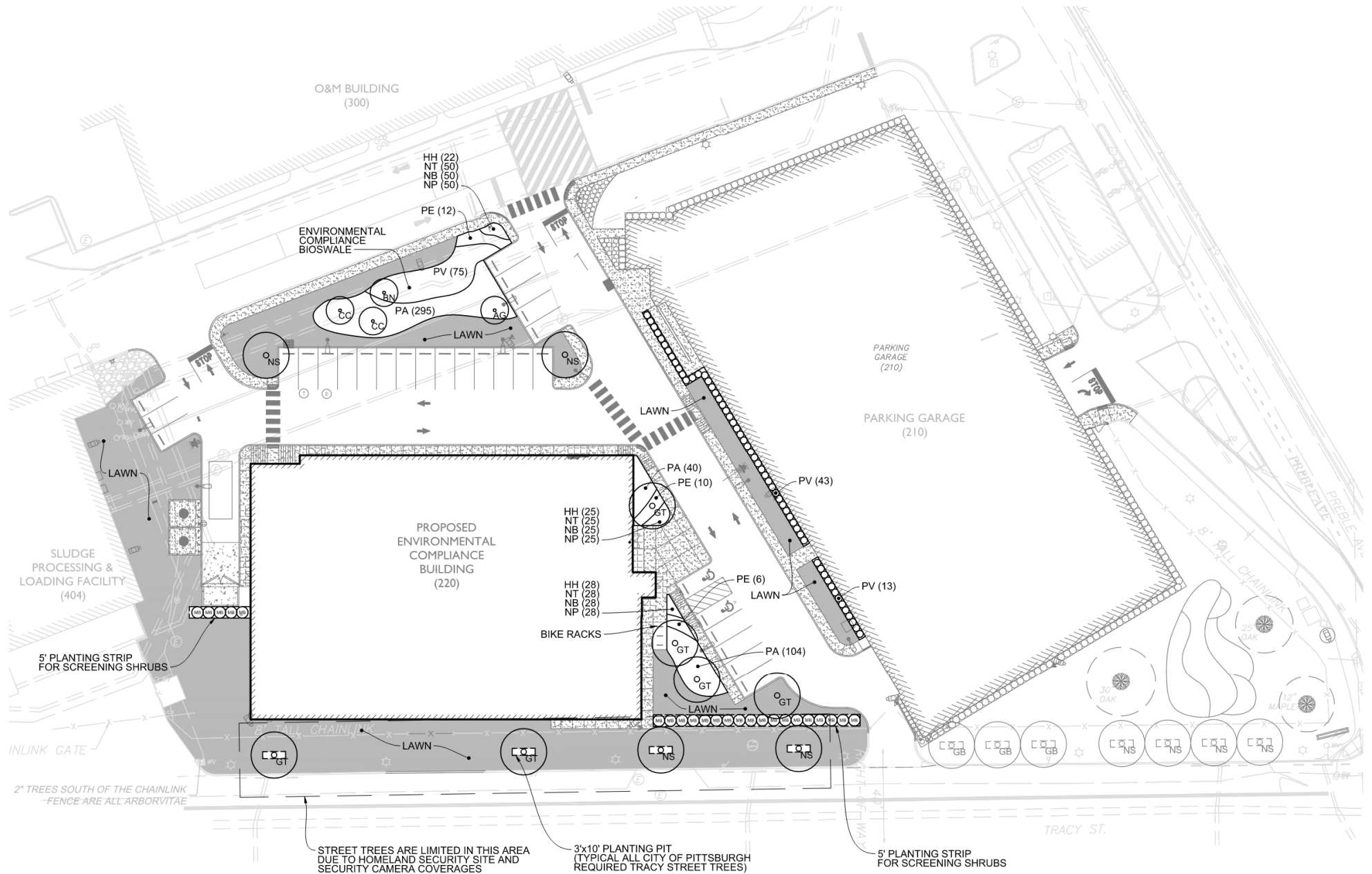
Site - Existing



Site - Utilities



Site - Landscape

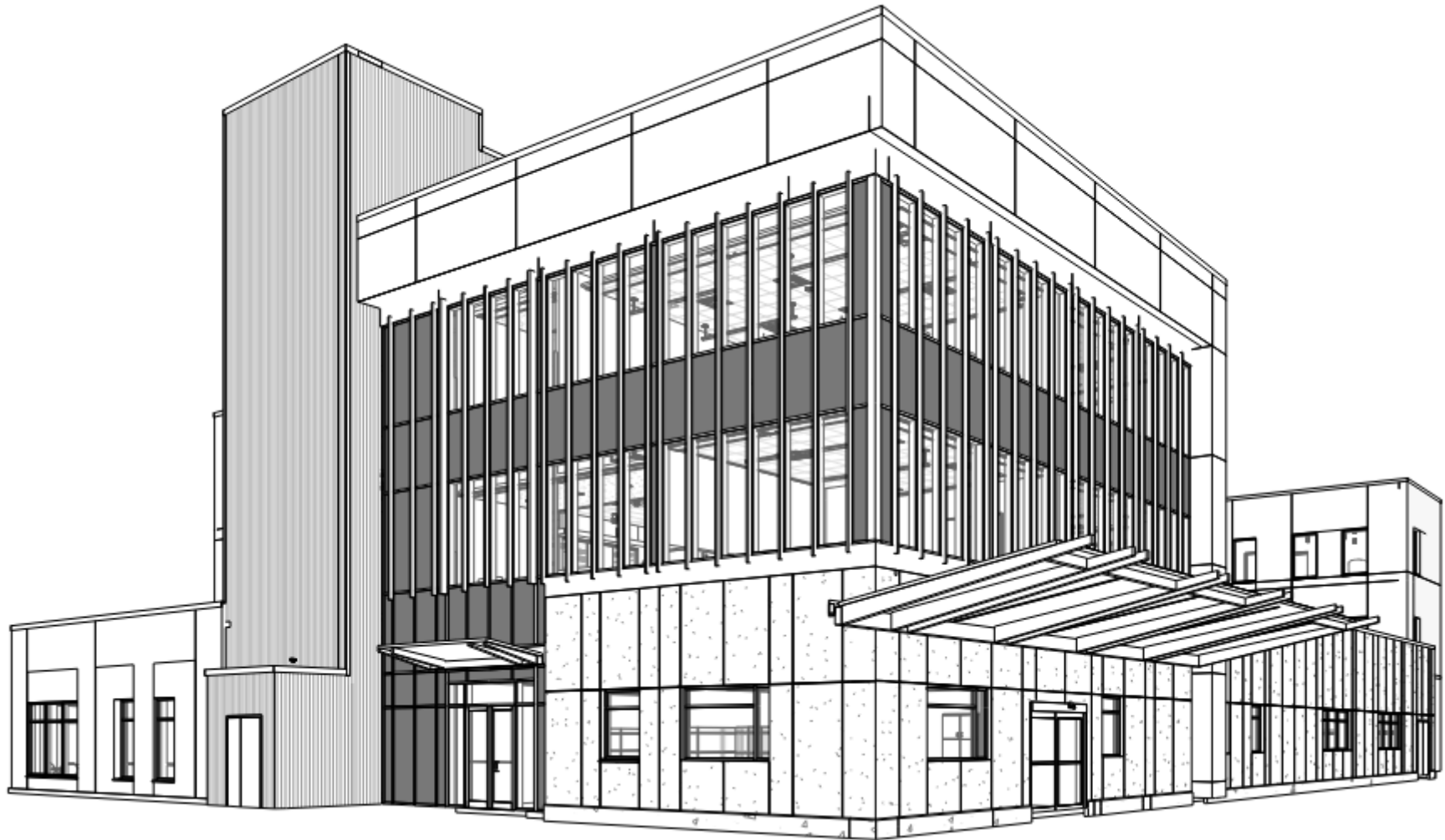


Views of Environmental Compliance Facility



View along North Elevation

Views of Environmental Compliance Facility

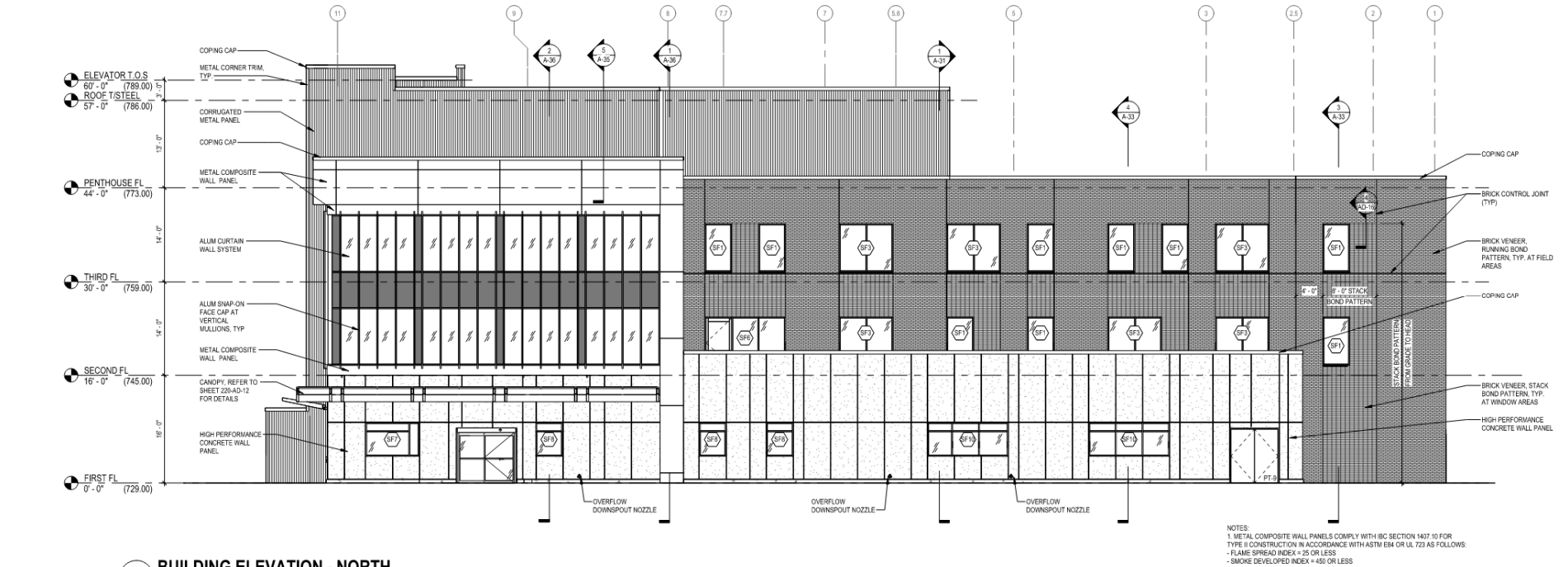


View at Northeast Corner

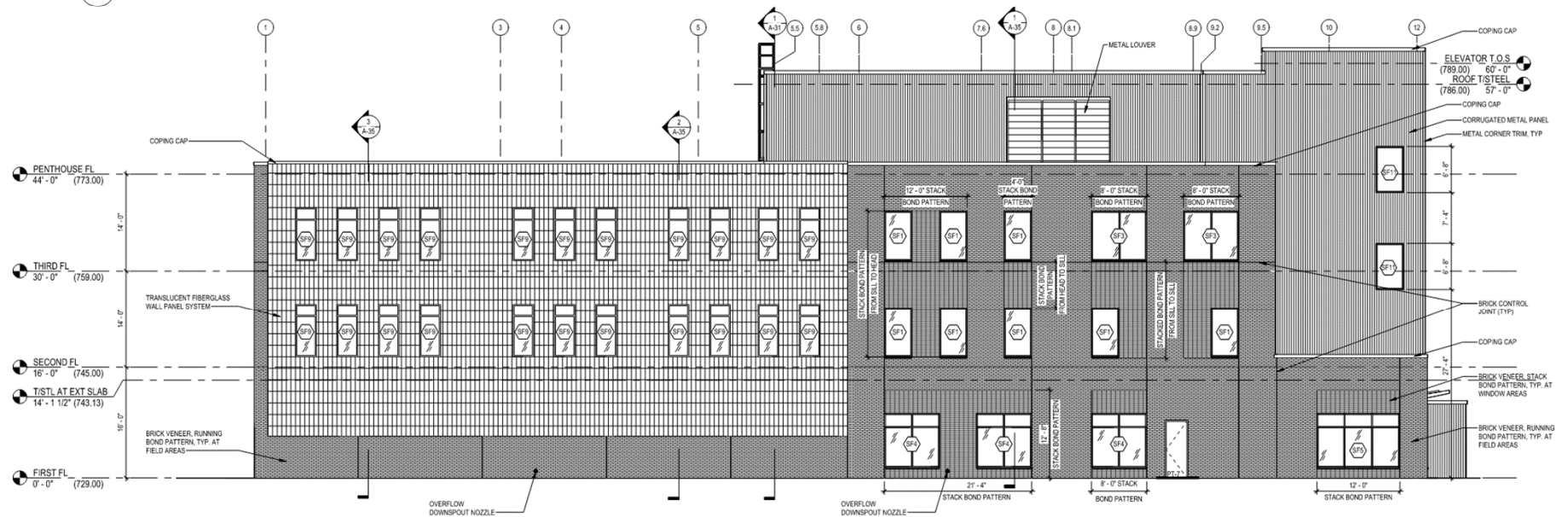
Views of Environmental Compliance Facility



View along Tracy Street

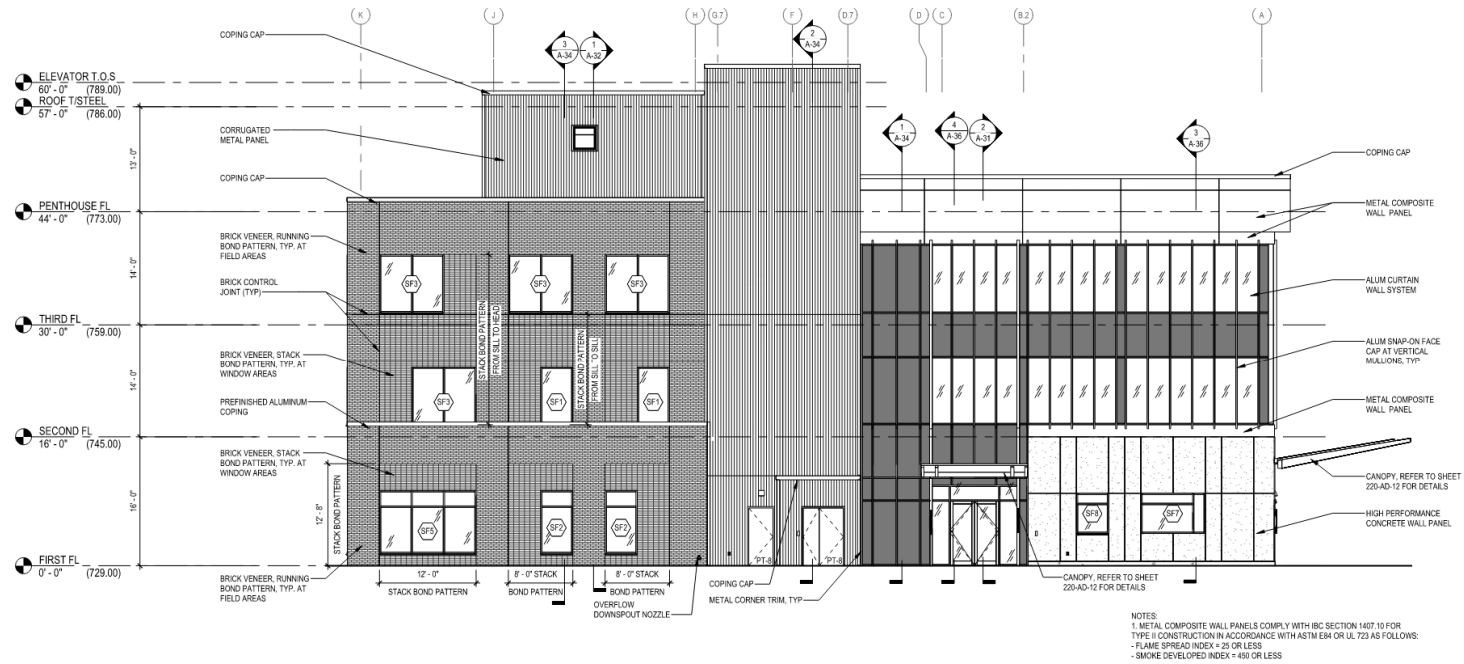


BUILDING ELEVATION - NORTH

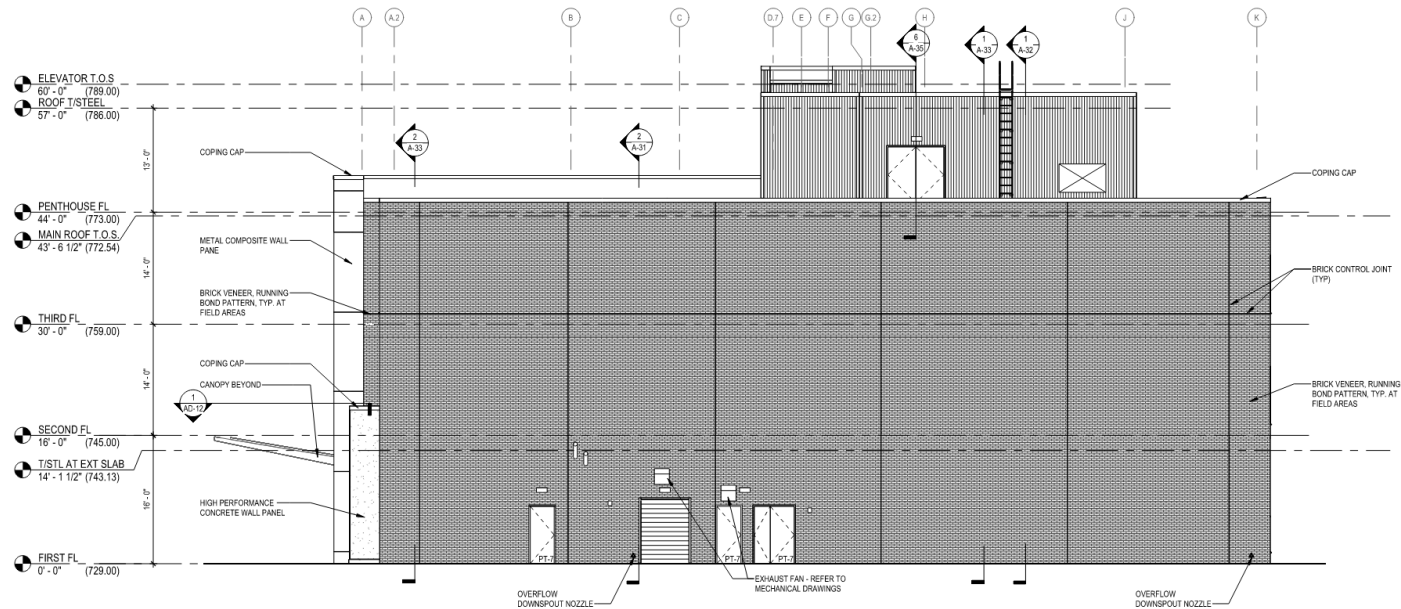


BUILDING ELEVATION - SOUTH

ECF East & West Elevations

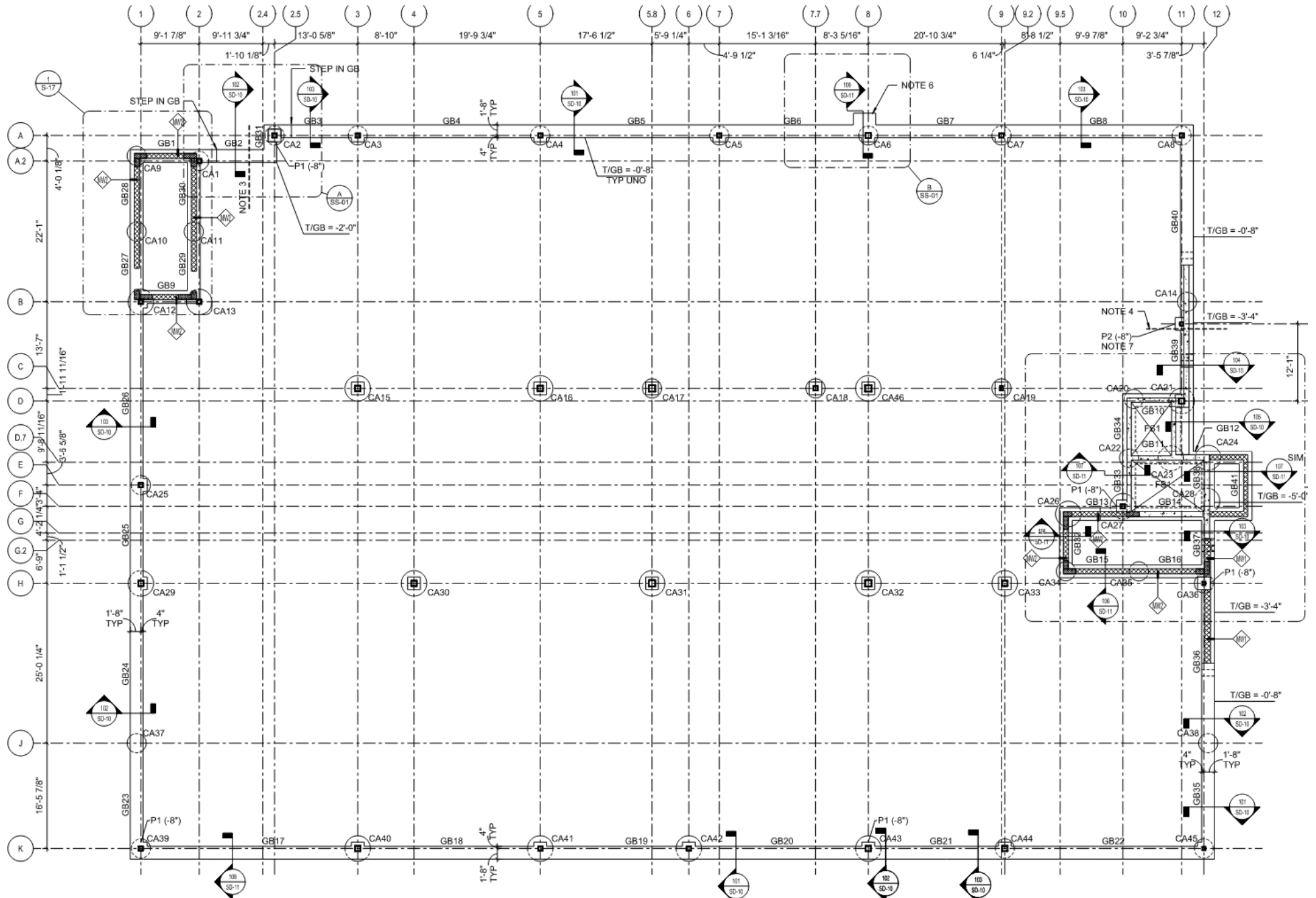


1 BUILDING ELEVATION - EAST
1/8" = 1'-0"

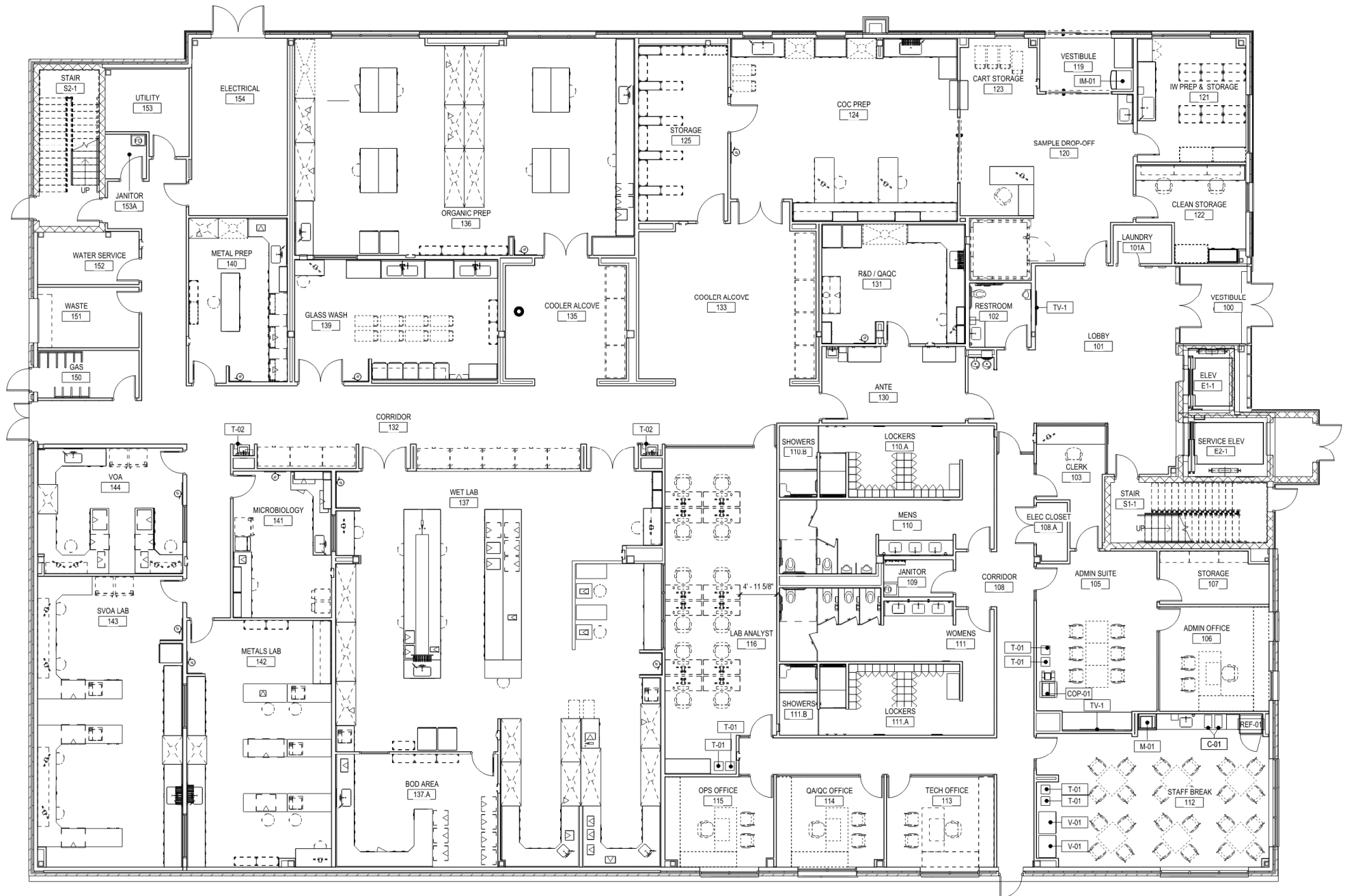


1 BUILDING ELEVATION - WEST
1/8" = 1'-0"

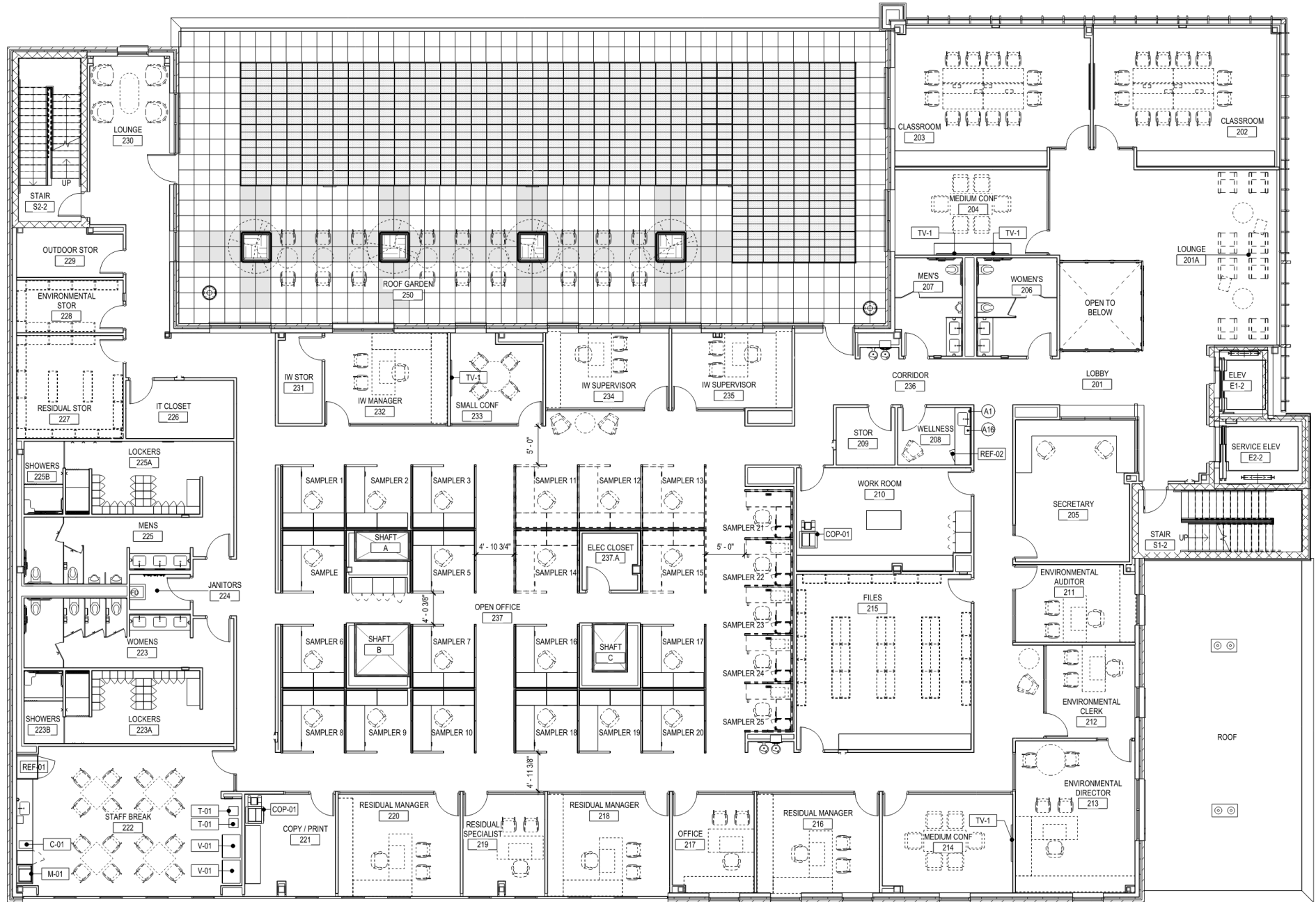
Site – Foundation Plan



First Floor



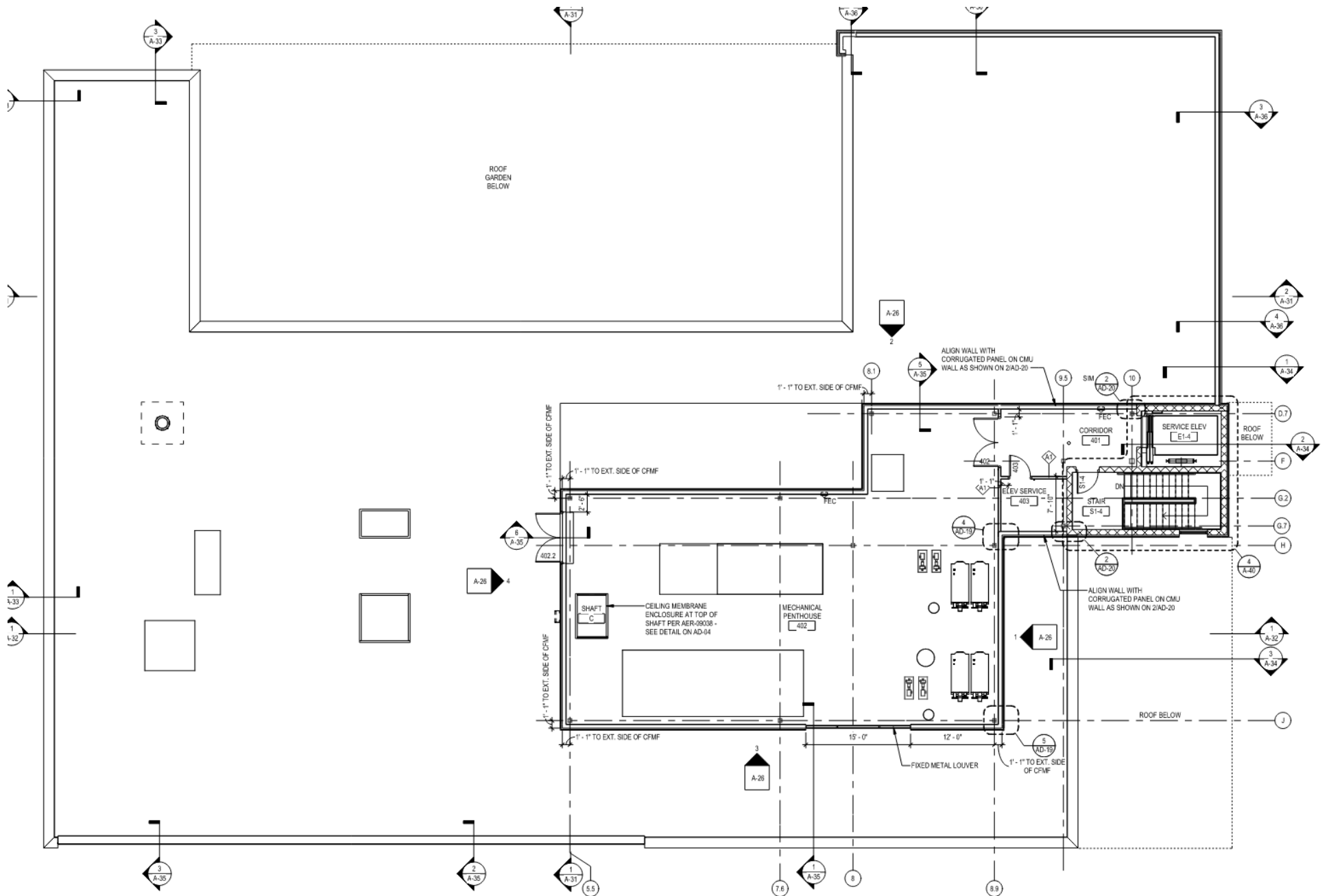
Second Floor



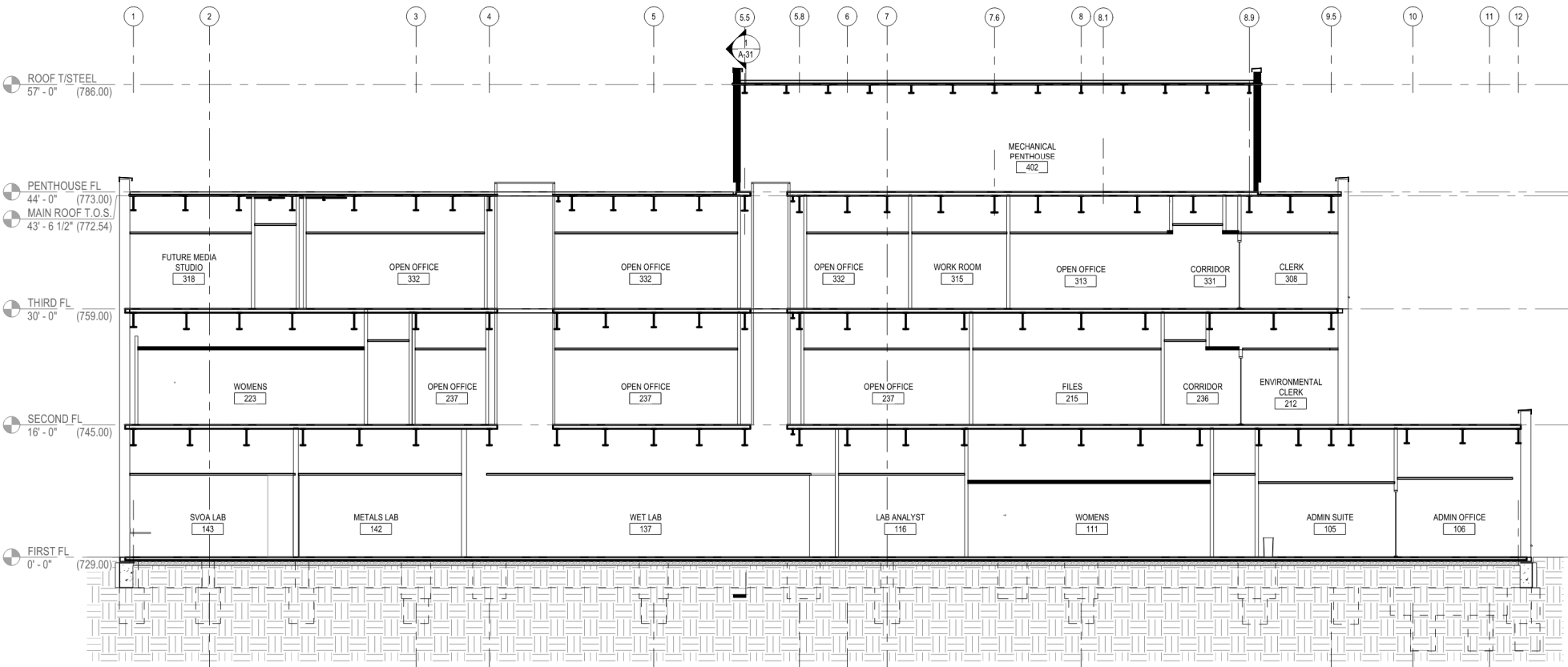
Third Floor



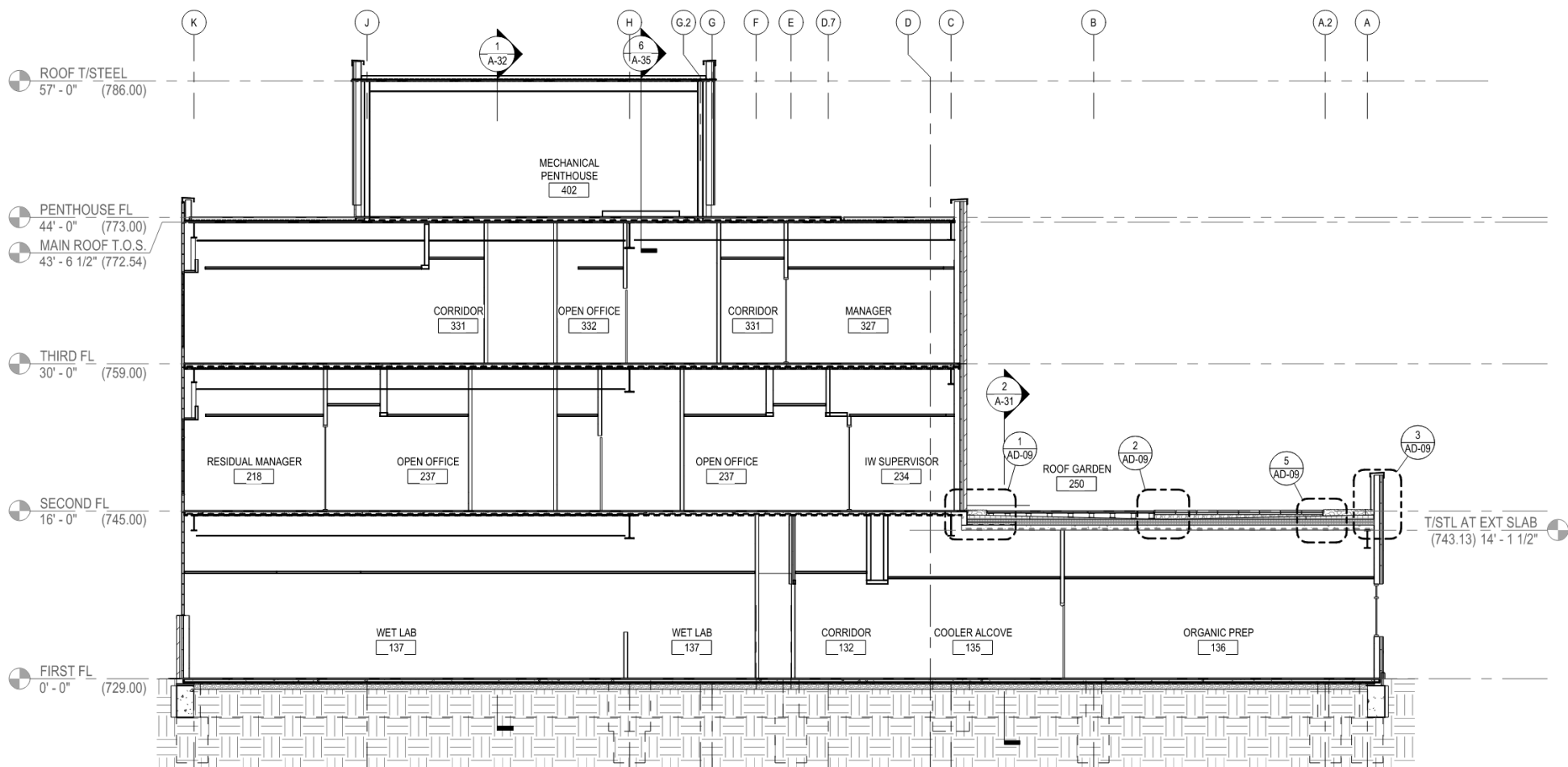
Penthouse



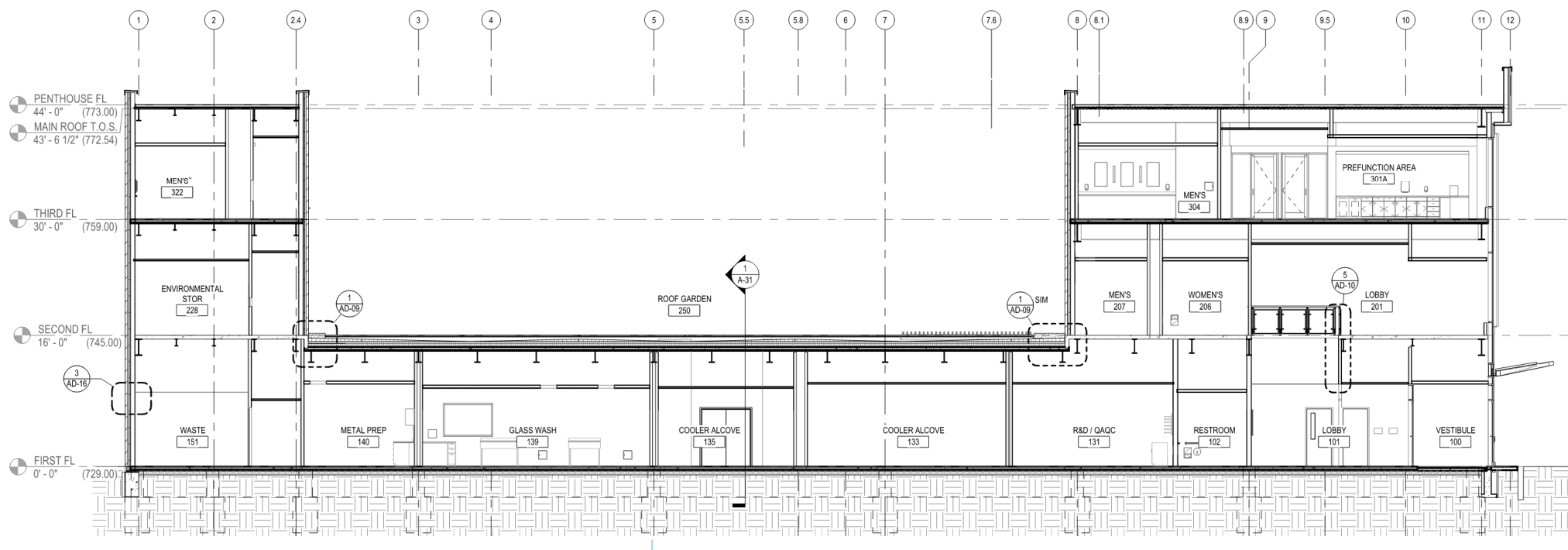
Building Section



Building Section



Building Section



As a condition of being included as a listed vendor in ALCOSAN's elevator specifications [your firm here] affirms compliance with ALCOSAN's Non-Proprietary requirements:

1. Insofar as practicable, the Owner desires that the traction elevators are comprised of non-proprietary components that will allow service and maintenance by whomever the Owner determines, not necessarily the elevator contractor for this project.

a. Contractors are expected to clarify what, if any, proprietary components are included, along with procedures for obtaining spare parts and maintaining the elevators.

2. Special tools: Any special tools required to service the elevator shall be included in the base bid and become the property of the owner upon contract completion.

3. Diagnostic capabilities must be integral to the controls. Any diagnostic devices necessary to adjust, troubleshoot and change parameters must be a part of the control system and become the Owner's property upon completion of the job. If a separate diagnostic device is required, it shall be included in the base bid at no additional cost to the Owner and become the Owner's property upon completion of the job.

4. The Owner must have ready access to software revisions and any technical support required to maintain the elevator in its originally installed functional state after completion of the installation.

[your firm here] further understands that failure to attest compliance in writing with the above specification will result in the rejection of any submitted elevator bid by ALCOSAN.

Signed,

[authorized representative of your firm]

Proposal



Johnson Controls, Inc.
Controls Group
3120 Unionville Rd.
Suite 400
Cranberry Twp, PA 16066
TEL: 412/505-2106

Cody @ Alcosan

February 7, 2022

Ref: New Lab Building and O&M Building JCI Metasys Upgrades

We are pleased to quote a budget proposal to provide Johnson Controls Metasys controls upgrades to the existing JCI Metasys System per the onsite walkthrough. Lead times are 3-4 weeks for software and 4-6 weeks for controllers. Pricing good for 8-10 months.

Pricing to include:

- (1) Application Data Server (ADS) Upgrade Hardware and Software with Johnson Controls Metasys
 - Upgrade from 32 Bit to 64 Bit
 - Upgrade software from Metasys 8.1 to 10.8 or most up to date version
 - Reuse existing SQL licensing
 - **Price:** [REDACTED]
- (1) Graphics and Database Update to Metasys User Interface 10.0
 - Provide necessary labor to create equipment relationships
 - Provide graphic rendering for approval prior to implementation
 - **Price:** [REDACTED]
- (1) NAE55 Software Upgrade from 8.1 to 10.8 (or most latest version) & (2) NCE Hardware & Software Upgrades from 8.1 to 10.8 (or most latest version)
 - Provide and install new controllers with the most up to date Metasys Version
 - Update all (3) Supervisory Controllers to Linux Operating System
 - Reuse the existing Control Panels and associated wiring
 - Provide new SCE's for NCE replacement
 - 3 Year Parts Warranty
 - **Price:** [REDACTED]

Pricing:

[REDACTED]

Exclusions and Clarifications:

1. No Rewiring of field level controllers or devices, all to remain unchanged
2. Reuse the existing panels
3. No sequence of operation changes, remain unchanged

If you have any questions please call. 412-852-3233 (Josh).

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid for **90 Days**

Purchaser – Company Name

Johnson Controls, Inc.

Signature

Signature

Name: _____
Title: _____
Date: _____
PO #: _____

Name: Josh Elliott, Account Executive
412-852-3233, josh.elliott@jci.com

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Purchaser acknowledges and agrees that any and all Johnson invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Purchaser shall not make, nor will JCI accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of permanent unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by Johnson, for a period of ninety (90) days from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of John, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **ATTORNEYS' FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.