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February 13, 2026

CONTRACT NO. 1797

OHIO RIVER TUNNEL

ADDENDUM No. 14

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. 14** is to be signed and returned immediately via email to 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@alcosan.org ****

ADDENDUM No. 14

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

February 13, 2026
CONTRACT NO. 1797
OHIO RIVER TUNNEL
ADDENDUM No. 14

ATTENTION:

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

This Addendum consists of 218 total pages including the following attachments:

- Attachment A - CONTRACT DOCUMENTS - Article 1 – BID FORM clean copy with previous revisions accepted for bidding convenience (12 pages)
- Attachment B – APPENDIX B – CONTRACT DRAWINGS (2 sheets)
 - Revised AS1-CI-502 (Sheet 501 of 770)
 - Revised AS1-CI-506 (Sheet 505 of 770)
- Attachment C - APPENDIX B – CONTRACT DRAWINGS (1 sheets)
 - Revised AS1-GI-500 (Sheet 720 of 770)
- Attachment D – APPENDIX B – CONTRACT DRAWINGS (2 sheets)
 - Revised O14-CI-600 (Sheet 519 of 770)
 - Revised O14-EL-600 (Sheet 573 of 770)
- Attachment E – APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 32 13. Attachment 2 (145 pages)
 - Attachment 2.1 – 06.1 – 44-S-230 – Subterranean Easement Agreement – City of Pittsburgh (16 pages)
 - Attachment 2.2 – 13.1 – 7-A-195 – Recorded Subterranean Easement – City of Pittsburgh (15 pages)
 - Attachment 2.3 – 16.1 – 7-M-110-9 – Subterranean Easement Agreement – City of Pittsburgh (19 pages)
 - Attachment 2.4 – 21.1 – 7-F-107 – Recorded Subterranean Easement – City of Pittsburgh (15 pages)
 - Attachment 2.5 – 28.1 – 8-B-150 – Subterranean Easement Agreement – City of Pittsburgh (16 pages)
 - Attachment 2.6 – 29.1 – 8-G-250 – Recorded Subterranean Easement – City of Pittsburgh (17 pages)
 - Attachment 2.7 – 30.1 – 8-D-15 – Recorded Subterranean Easement – City of Pittsburgh (16 pages)

- Attachment 2.8 – 45.1 – 7-L-31 – Recorded Subterranean Easement – City of Pittsburgh (15 pages)
- Attachment 2.9 – 46.1 – 7-P-200 – Recorded Subterranean Easement – City of Pittsburgh (16 pages)
- Attachment F – APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 45 23 (1 page)
- Attachment G – APPENDIX E – SUPPLEMENTAL INFORMATION (FOR INFORMATION ONLY). Add Section 3.4 – Background for Historic Structures and Example Checklist for Character Defining Features (5 pages including fly sheet).
- Attachment H – APPENDIX B – CONTRACT DRAWINGS (2 sheets)
 - REVISED O27-CI-109 (Sheet 199 of 770)
 - REVISED ORT-MD-027 (Sheet 674 of 770)
- Attachment I - APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 31 00 (18 pages)
 - Attachment 12 – *Draft PADEP Water Obstruction and Encroachment Permit E0205224-001*

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. 14

A. QUESTIONS & ANSWERS FROM RFI'S SENT TO
ORT.bids@alcosan.org

Q1	⁴⁴⁸	<i>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.”</i>
A1		Additional clarity has been ADDED to the Bid Documents. Section Section B, Items 4, 5, 6, and 7 of this Addendum for REVISED Specifications, Section 01 14 27, Section 01 50 00, Section 01 51 01 and Section 01 71 14 and Section B, Item 8 and Attachment B for REVISED drawings (AS1-CI-502 and AS1-CI-506) for CHANGES TO CONTRACT DOCUMENTS included with this Addendum.

B. CHANGES TO CONTRACT DOCUMENTS

1. CONTRACT DOCUMENTS –ARTICLE 1 - BIDDING DOCUMENTS

- a. REVISE ARTICLE 1 – BIDDING DOCUMENTS, BID FORM as follows for Bid Item 123 (CHANGES ARE NOTED IN RED).

Item	Description	Quantity	Unit	Unit Price	Total Item Price
123	Specific Allowance #11 – Owner Directed Work			Allowance	\$5,000,000.00 \$10,000,000.00

- b. REVISE ARTICLE 1 – BIDDING DOCUMENTS, 8. BASE BID., 8.2 as follows (CHANGES ARE NOTED IN RED).

8.2 Base Bid Summary

TOTAL BASE BID, INCLUDING BID ITEMS 1 – 123:

- c. REPLACE ARTICLE 1 – BIDDING DOCUMENTS in its entirety with REVISED ARTICLE 1 – BIDDING DOCUMENTS, Bid Form which is a clean copy of the Bid Form included as Attachment A to this Addendum.

2. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 22 00, Measurement and Payment. For BID ITEMS 36, 42, 52, 59, 69, 80, 87, and 94, REVISE Item 1 as follows for each of these Bid Items (CHANGES ARE NOTED IN RED).

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

3. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 14 19, Use of Sites

- a. REVISE 3.3.A as follows and as an update to Addendum No. 003, Section B, Item 7.a. (CHANGES ARE NOTED IN RED).

A. The site will be available to the Contractor on ~~March 1, 2027~~ August 1, 2026.

- b. ADD 3.9.A in its entirety as follows (CHANGES ARE NOTED IN RED).

3.9 HISTORICAL AND ARCHAEOLOGICAL

A. Contractor shall visually inspect for archaeological specimens during earth disturbance activities. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, immediately cease operations and activities affecting the find, and notify the Owner immediately.

1. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that the Contractor may proceed.
 2. The Owner will issue a notice to proceed after appropriate authorities have surveyed the find and made a determination to the Owner.
4. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 41 27, Dust Control, PART 3 – EXECUTION, 3.2.D. and 3.2.E. are REVISED as follows and ADD 3.2.F. and 3.2.G. in their entirety.
- a. REVISE 3.2.D. as follows (CHANGES ARE NOTED IN RED).
- D. Site ORT-027:
- ~~1. Install dust control partitions on all temporary fencing as specified in Section 01 50 00 Temporary Construction Facilities.~~
 21. Install acoustic barriers ~~Echo Barrier H9 Acoustic Barriers, or equal,~~ on all the temporary fencing and on the temporary fencing proposed along the Easterly side of the site, more specifically shown on Sheet O27-CI-103 (Proposed Site Plan) of the Contract Drawings to provide for sound abatement and dust control. The Contractor shall maintain this barrier throughout the duration of the work and shall replace panels as needed or directed to ensure that dust control and sound abatement measures are not compromised. See Section 01 50 00 (Temporary Construction Facilities) for additional requirements.
 32. Install site paving before construction activities.
 43. Install and maintain rock construction entrance at Tracy Street site entrance.
 54. Sweep Tracy Street, Westhall Street and Preble Avenue between the two streets.
- b. REVISE 3.2.E. as follows (CHANGES ARE NOTED IN RED).
- E. Site ~~CCT-006A~~ SMRT-O41:
- ~~1. Install dust control partitions as specified in Section 01 50 00 Temporary Construction Facilities.~~
 21. Install acoustic barriers ~~Echo Barrier H9 Acoustic Barriers, or equal,~~ on all existing fencing, more specifically shown on Sheet O41-CI-200 (Existing Conditions Plan) of the Contract Drawings and on all proposed temporary fencing to provide for sound abatement and dust control. The Contractor shall maintain this barrier throughout the duration of the work and shall replace panels as needed or directed to ensure that dust control and sound abatement measures are not compromised. See Section 01 50 00 (Temporary Construction Facilities) for additional requirements.

c. ADD 3.2.F. in its entirety (CHANGES ARE NOTED IN RED).

F. Site ORT-AS1:

1. Install acoustic barriers on the permanent perimeter fencing more specifically shown on Sheet AS1-CI-502 (Proposed Site Plan During Construction) of the Contract Drawings to provide for sound abatement and dust control. The Contractor shall maintain this barrier throughout the duration of the work and shall replace panels as needed or directed to ensure that dust control and sound abatement measures are not compromised. See Section 01 50 00 (Temporary Construction Facilities) for additional requirements.

d. ADD 3.2.G. in its entirety (CHANGES ARE NOTED IN RED).

G. Site ORT-A48, ORT-A58, SMRT-O14, CCT-O07, and CCT-O06A:

1. Install acoustic barriers on the temporary fencing to provide for sound abatement and dust control. The Contractor shall maintain this barrier throughout the duration of the work and shall replace panels as needed or directed to ensure that dust control and sound abatement measures are not compromised. See Section 01 50 00 (Temporary Construction Facilities) for additional requirements.

5. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 50 00, Temporary Construction Facilities, PART 1 – General, 1.1. C. and 1.2.A. are REVISED as follows:

a. REVISE 1.1.C. as follows (CHANGES ARE NOTED IN RED).

1. Furnish and maintain Owner Field Offices at the following Shaft sites: ORT-AS1, ORT-A48, SMRT-O41, ORT-O27, SMRT-O14, and CCT-O06A. Integrate the Field Office for site ORT-A58 with ORT-AS1.
2. Provide Owner's Field Offices in a separate trailers (new condition) or integrated with the Contractor's offices but located in a separately partitioned area.
- ~~3. Note that the Owner's Field Office shall remain after Contractor demobilizes at the ORT-AS1 site.~~
- 4.3. Provide office work space for one Owner inspector at the precast segment manufacturer's facility.
4. The preferred location for the Owner's Field Office at the ORT-AS1 site is south of Progress Street exclusive of the Saw Mill Way right-of-way.

b. REVISE 1.2.A. as follows (CHANGES ARE NOTED IN RED).

1.2 RELATED DOCUMENTS

A. Related Sections:

1. Section 01 14 19 – Use of Sites.
2. Section 01 35 26 – Safety Provisions.

- 3. Section 01 35 53 – Security Procedures.
- 4. Section 01 41 27 – Dust Control
- 4. 5. Section 01 51 00 – Temporary Utilities
- 5. 6. Section 32 31 13 – Chain Link Fence and Gates

c. ADD 1.4.C. and 1.4.D. in their entirety as follows (CHANGES ARE NOTED IN RED).

1.4 SUBMITTALS

- C. Site plan indicating proposed layout of all temporary fencing, gates and barricades at all Near Surface Facilities.
- D. Acoustic Barriers.

d. REVISE 1.12 as follows (CHANGES ARE NOTED IN RED).

1.12 TEMPORARY FENCES AND BARRICADES

- B. Construct barricades and fences with proper sizes of members and with adequate supports to protect public from injuries or accidents, arising from construction work.
 - 1. Minimum requirements for construction fence shall be a fence 8 feet high provided with 3 strands of barbed wire and a full height privacy screen. ; ~~unless noted otherwise,~~ Fence posts, foundations and supports shall be properly designed by a Professional Engineer licensed in the Commonwealth of Pennsylvania and installed to accommodate all loading (wind and otherwise) load on the fence ~~with screening material.~~
 - 2. Construction fence and barricades shall fully enclose and secure the construction area. All access points to construction areas shall be lockable.
- C. Provide acoustical barriers, as specified in Section 2.7 of this Specification, on all temporary fencing to provide privacy and dust control abatement throughout the duration of the work and to minimize noise impacts to the surrounding areas. The Contractor shall maintain these barriers throughout the duration of the work and shall replace panels as needed or directed to ensure that dust control and sound abatement measures are not compromised.
- D. Provide and maintain temporary dust tight partitions, bulkheads, or other protective devices during construction.
- E. ~~At the CCT-006A site the Contractor shall furnish, install, and maintain Echo Barrier H9 Acoustic Barriers, or approved equal, on all temporary fencing to provide for sound abatement and dust control at the site. The Contractor shall maintain this barrier throughout the duration of the work and shall replace panels as needed or directed to ensure that dust control and~~

~~sound abatement measures are not compromised.~~ At the SMRT-O41 site the Contractor shall furnish, install and maintain acoustic barriers on the existing temporary fencing, more specifically shown on Sheet O41-CI-200 (Existing Conditions Plan) of the Contract Drawings and on all proposed temporary fencing to provide for sound abatement and dust control. The Contractor shall maintain this barrier throughout the duration of the work and shall replace panels as needed or directed to ensure that dust control and sound abatement measures are not compromised.

The Contractor shall inspect and assess the condition of the existing temporary fence installed at SMRT-O41 and make a determination as to whether the existing fence is able to support the additional loading that the acoustic barriers will impart.

- F. At the ORT-O27 site the Contractor shall furnish, install, and maintain ~~acoustic barriers Echo Barrier H9 Acoustic Barriers, or approved equal,~~ on the portion of the temporary fence located adjacent to the common line between ALCOSAN's property and Sherwin Williams' property, more particularly shown on Sheet O27-CI-103 of the Contract Drawings, ~~and on all other temporary fence proposed at the site.~~ The Contractor shall maintain this barrier throughout the duration of the work and shall replace panels as needed or directed to ensure that dust control and sound abatement measures are not compromised.
- G. At the ORT-AS1 site the Contractor shall furnish, install and maintain acoustic barriers on the permanent perimeter fencing more specifically shown on Sheet AS1-CI-502 (Proposed Site Plan During Construction) of the Contract Drawings to provide for sound abatement and dust control. The Contractor shall maintain this barrier throughout the duration of the work and shall replace panels as needed or directed to ensure that dust control and sound abatement measures are not compromised.

While the minimum requirements for the permanent fence shall be as specified in Section 32 31 13 and more specifically shown on Sheet ORT-MD-027 (Permanent Fence Details) of the Contract Drawings, the Contractor shall submit, from a Professional Engineer licensed in the Commonwealth of Pennsylvania, either 1) a certification that the permanent fence as specified and detailed in the Contract Drawings is sufficient to account for the additional loading from the sound abatement and dust control partitions or 2) a revised permanent fence design for approval to account for the additional loading from the sound abatement and dust control partitions.

- e. REVISE 1.14 as follows (CHANGES ARE NOTED IN RED).
1.14 COMPLETION OF WORK AT SITE ORT-AS1

- A. At the completion of Interim Milestone #1 – Demobilize ORT-AS1, ~~and remove the Owner’s Field Office at ORT-AS1 will remain on site. Clean and sanitize the facility prior to final completion. Dispose of waste materials and make repairs to ensure the office is in suitable operating condition.~~
 - B. See Section 01 51 00 – Temporary Utilities for disposition of temporary utility services.
 - C. Remove storage trailers, ~~temporary fencing,~~ and other temporary facilities at substantial completion or as otherwise directed by Owner.
- f. REVISE PART 2 – PRODUCTS, 2.1.B. 1., 2. and 3. as follows (CHANGES ARE NOTED IN RED).

2.1 FIELD OFFICE LAYOUTS

- A. The Contractor shall determine the layout and requirements for its own Field Offices.
 - B. Owner’s Field Offices
 - 1. At ORT-AS1 Site:
 - a. Minimum 4,500 square feet of interior floor space.
 - b. Ten enclosed offices with 100 square feet of floor space **per office.**
 - c. Six enclosed offices with 225 square feet of floor space **per office.**
 - d. One frost proof outside faucet, hose, and spray nozzle with a boot scrape brush.
 - e. One conference room with 500 square feet of floor space.
 - f. One break room with 250 square feet of floor space.
 - g. One storage room with 100 square feet of floor space.
 - h. Two washrooms (Men’s and Lady’s).
 - i. Two changing/shower/locker rooms (Men’s and Lady’s).
 - j. Two multi-function printer/scanners.
 - k. Ten parking spaces reserved **for Owner’s use located adjacent to the Owner’s Field Office.**
 - 2. At ORT-O27 Site:
 - a. Minimum 750 square feet of interior floor space.
 - b. Four enclosed offices with 100 square feet of floor space **per office.**
 - c. Break area with two plan tables.
 - d. One multi-function printer/scanner.
 - 3. At SMRT-O41, ORT-A48, SMRT-O14, CCT-O07 and CCT-O06A Sites:
 - a. Minimum 400 square feet of interior floor space.
 - b. Two enclosed offices with 100 square feet of floor space **per office.**
 - c. Break area with two plan tables.
 - d. One multi-function printer/scanner.
- g. REVISE PART 2 – PRODUCTS, 2.1.C. Owner’s Office Furnishings/Equipment (**all provided in new condition**) and 2.1.C. 5. and 2.1.C.6. as follows (CHANGES ARE NOTED IN RED).

2.1.C. Owner's Office Furnishings/Equipment (all provided in new condition):

5. Washrooms:
 - a. Lavatory.
 - b. Flush type water closet.
 - c. Wall mirror.
 - d. Toilet paper and toilet paper holder.
 - e. Soap and soap dispenser.
 - f. Paper towel and paper towel dispenser.
 6. Equipment specifications:
 - a. Plan Table: 60-inch by 30-inch.
 - b. Storage cabinet: lockable metal 36 inches wide and 72 inches high with lock and keys.
 - c. Whiteboard: magnetic steel dry-erase whiteboard with markers.
- h. REVISE PART 2 – PRODUCTS, 2.2 MATERIALS, PART 2.2 I. as follows (CHANGES ARE NOTED IN RED).
- I. Provide sanitary facilities (washroom) suitably enclosed within the field office, equipped with hot and cold running water and sewage/waste connection to lawful disposal facilities. All toilet facilities specified shall comply with all local sanitary requirements of law and ordinances and stocked with supplies as needed.
 1. ~~There is not potable water line at the construction site. The Contractor shall provide a portable source of potable water for the office washroom described below.~~
- i. REPLACE PART 2 – PRODUCTS, 2.7 ACOUSTIC BARRIER in its entirety for Parts A. and B. as follows (CHANGES ARE NOTED IN RED).
- A. ~~For the CCT-006A site provide~~ The Contractor shall provide Echo-Barrier H9 Acoustic Barriers, or approved equal, on all temporary fencing for sound abatement and dust control at ~~the~~ each site. See Section 1.12 of this Specification for more detailed requirements. The Contractor shall maintain these barriers throughout the duration of the work and shall replace panels as needed or directed to ensure that dust control and sound abatement measures are not compromised.
 - B. For the ~~ORT-027~~ ORT-AS1 site provide Echo Barrier H9 Acoustic Barriers, or approved equal, on the ~~portion of the temporary fence located adjacent to the common line between ALCOSAN's property and Sherwin William's property, more particularly shown on Sheet O27-CI-103~~ permanent perimeter fencing more specifically shown on Sheet AS1-CI-502 (Proposed Stie Plan During Construction) of the Contract Drawings to provide for sound abatement and dust control. See Section 1.12 of this Specification for more detailed requirements. The Contractor shall maintain these barriers throughout the duration of the work and shall replace panels

as needed or directed to ensure that dust control and sound abatement measures are not compromised.

6. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 51 00, Temporary Utilities, PART 1 – General, ADD Part 1.1. C. as follows (CHANGES ARE NOTED IN RED):

1.1 SUMMARY

A. Furnish labor, material, tools, equipment, coordination and permits for temporary utility systems and services required for Contractor construction needs, for Owner temporary construction facilities, and for identified properties adjacent to Near Surface Facilities (NSF) site.

B. Temporary utilities include, but are not limited to:

1. Power
2. Potable water
3. Sewer
4. Natural gas
5. Communications

C. At the ORT-AS1 site separate metered services for the Owner's Field Office shall be provided with valves and means for disconnection of each utility service. Contractor shall coordinate with the Owner and each utility prior to disconnection.

7. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 71 14, Mobilization and Demobilization, PART 1 – General, 1.3. as follows (CHANGES ARE NOTED IN RED).

1.3 INTERIM MILESTONE #1 DEMOBILIZATION AT AS1

A. Complete the following demobilization Work at the AS1 site to meet the Interim Milestone #1 required in the Agreement:

1. Complete installation of the tunnel bulkhead, vent piping and final shaft lining.
2. Remove mechanical and electrical equipment, piping, wiring, ducts, and associated structures, supports and foundations installed in support of shaft and tunnel construction.
3. Remove ~~temporary fencing~~, Contractor construction offices, storage structures and other facilities.
4. Disconnect and terminate temporary utility services for Contractor facilities.
5. Transformer inspection, refurbish, maintenance, prepare to take out of service temporarily.
6. Remove **concrete pads**, underground duct banks and utilities **installed in support of ORT construction**. ~~h~~Backfill trenches and foundation excavations with structural backfill to match grade.

7. Grade the site following a walk through with the Owner and CM prior to final stabilization of the ORT-AS1 site.
 8. ~~Install final site fencing.~~ Perform inspection of the permanent site fencing with the Owner and CM and repair/replace fence sections as directed by the Owner.
 9. Install temporary seeding. When site is stabilized, remove erosion and sedimentation controls and repair seeding if needed.
 10. Contractor to provide an As-Built survey of all utilities and equipment left on site.
 11. ~~Disconnect utility services for Owner's Field Office. Contractor shall coordinate with the Owner and each utility prior to disconnection.~~
- B. ~~The Owner's Field Office shall remain in place and be maintained and fully functional throughout the Contract. Office and utility services will be turned over to the Owner by the AS1 Interim Milestone of the Contract.~~ As a condition of meeting the requirements of the AS1 Interim Milestone #1, the Contractor shall provide four (4) sets of keys to the Owner for each access gate in the permanent site fence to remain. The Contractor must retain a set of keys for access to AS1 in order to maintain lighting, security and fencing for 6 months beyond the Interim Milestone #1.
- C. Repair and secure the shaft flood wall to remain on site.
- D. Security, fencing and lighting shall remain and be maintained by the Contractor for a period of 6 months beyond Interim Milestone #1.
8. APPENDIX B – CONTRACT DRAWINGS
 - a. DELETE AS1-CI-502 (Sheet 501 of 770) and ADD Revised AS1-CI-502 (Sheet 501 of 770), which is Attachment B to this Addendum.
 - b. DELETE AS1-CI-506 (Sheet 505 of 770) and ADD Revised AS1-CI-506 (Sheet 505 of 770), which is Attachment B to this Addendum.
 9. APPENDIX B – CONTRACT DRAWINGS
 - a. DELETE AS1-GI-500 (Sheet 720 of 770) and ADD Revised AS1-GI-500 (Sheet 720 of 770), which is Attachment C to this Addendum.
 10. APPENDIX B – CONTRACT DRAWINGS
 - a. DELETE O14-CI-600 (Sheet 519 of 770) and ADD Revised O14-CI-600 (Sheet 519 of 770), which is Attachment D to this Addendum.
 - b. DELETE O14-EL-600 (Sheet 573 of 770) and ADD Revised O14-EL-600 (Sheet 573 of 770), which is Attachment D to this Addendum.
 11. APPENDIX A – TECHNICAL SPECIFICATIONS – SECTION 01 32 13, Attachment 2.
 - a. ADD the following Attachments to the Specification, which comprise Attachment E to this Addendum.

- Attachment 2.1 – 06.1 – 44-S-230 – Subterranean Easement Agreement – City of Pittsburgh (16 pages)
- Attachment 2.2 – 13.1 – 7-A-195 – Recorded Subterranean Easement – City of Pittsburgh (15 pages)
- Attachment 2.3 – 16.1 – 7-M-110-9 – Subterranean Easement Agreement – City of Pittsburgh (19 pages)
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- Attachment 2.8 – 45.1 – 7-L-31 – Recorded Subterranean Easement – City of Pittsburgh (15 pages)
- Attachment 2.9 – 46.1 – 7-P-200 – Recorded Subterranean Easement – City of Pittsburgh (16 pages)

12. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 22 00 Measurement and Payment, PART 3 – EXECUTION, 3.1 H. as follows (CHANGES ARE NOTED IN RED).

H. Vertical Rock Drilling for Shaft Grouting (External to SOE):

1. In general, the work includes:
 - d. Furnishing and installing drilled/bored holes around the periphery of the SOE through the rock at the locations and depths shown on the Contract Drawings and as required in the Specifications.
 - e. Maintaining the holes open once complete to a diameter sufficient to allow placement and movement of the packer(s) and grouting pipes and other necessary down-hole equipment to complete the grouting work.
 - f. Grouting of the rock, ~~through the casing to the required depths shown on the Contract Drawings and required in the Specifications~~ is excluded from this item and shall be included in a separate bid item.

13. APPENDIX A – TECHNICAL SPECIFICATIONS, Section 01 22 00 – Measurement and Payment, BID ITEM 33. REVISE response provided with Addendum 12, Section B – Contract Changes, Item 3 as follows (CHANGES ARE NOTED IN RED).

- a. REVISE BID ITEM 33. Standby Due to Gas in Tunnels, Adits and Shafts as follows (CHANGES ARE NOTED IN RED):

BID ITEM 33, Standby Due to Gas in TBM Tunnels, Non-TBM Tunnels/Adits and Shafts

1. ~~These This~~ BID ITEMS shall be used to compensate the Contractor in the event that the respective tunnel/adit mining operations and/or shaft construction operations are disrupted and crew placed under standby due to gas encountered.
 2. For pricing and schedule purposes, the Contractor should assume ~~the-a~~ maximum of ~~720 crew hours accumulated 30 working days for each item shown in each Bid Item~~ (33A, 33B, and 33C) for the entire duration of the Project.
14. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 45 23 Pre-Construction and Post-Construction Inspections. REVISE Section 01 45 23 as follows (CHANGES ARE NOTED IN RED).
- a. REVISE 1.1.D as follows (CHANGES ARE NOTED IN RED).
 - D. ~~In addition to those shown on the GI series of Contract Drawings, I~~ install crack gages and optical survey targets (OSTs) as required based on the Pre-Construction Inspections described in this Section and as required based on Section 31 09 13 – Geotechnical Instrumentation and Monitoring ~~in addition to those shown on GI series of Contract Drawings~~. See instrument details on the Contract Drawings and refer to Section 31 09 13 – Geotechnical Instrumentation and Monitoring for further quantity requirements.
 - b. REVISE 1.3.A by ADDING 1.3.A.5. and 1.3.A.6. as follows (CHANGES ARE NOTED IN RED).
 5. Section 33 01 30.11 – CCTV Inspection of Sewers
 6. Section 33 01 30.21 – Sonar Sewer Inspection
 - c. REVISE 3.2.A by ADDING 3.2.A.12 as follows. Refer to Attachment 2 as amended in Addenda 4, 7, and 11 (CHANGES ARE NOTED IN RED).
 12. Revised List of Utilities for Inspection and Cleaning included in Attachment 2.
 - d. REVISE 3.3.C. as follows. Refer to Attachment 1 as amended in Addendum 2. (CHANGES ARE NOTED IN RED).
 - C. Building Interior and Exteriors: Furnish videos of all interior and exterior surfaces of buildings specifically identified by the Owner and those within the Zone of Inspection. Such buildings will include houses, apartments, factories, warehouses, retail stores, offices, historic structures and any other facilities. Coverage shall include, but not be limited to visible foundations, exterior walls, porches, trim, visual and manual external survey of the building or structure, interior basement foundations.

For the buildings listed in Attachment 1, Pre-Construction and Post-Construction Inspections shall include identification and documentation of character-defining features in building interiors and exteriors. A list of general historic elements (character defining features) is in Attachment 4.

- e. ADD Specification 01 45 23 Attachment 4, which is Attachment F to this Addendum.

15. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 31 09 13 3.9

- a. ADD 3.9.A.3. as follows (CHANGES ARE NOTED IN RED).
 - 3. Protect the following ALCOSAN installed monitoring wells. Provide access for ALCOSAN staff to read wells monthly.

Well ID	Type	Easting	Northing	General Location/ Address
PP-02-0-05 (VWPZ-1, VWPZ-2)	Vibrating Wire Piezometer	1335357.695	414338.953	Northeast of SMRT-O41: North Point Dr and Belmont Street
FD-02-033	Vibrating Wire Piezometer	1335179.84	414235.47	SMRT-O41

- 16. Section 31 29 00 - DELETE PP-01 04A, PP-01-04B, PP-02-05 (VWPZ-1, VWPZ-2), FD-02-022, FD-02-023, FD-02-033, FD-02-046 from Table 1-1 (CHANGES ARE NOTED IN RED).

TABLE 1-1 WELLS AND PIEZOMETERS FOR ABANDONMENT Revised 11/21/25 & 2/11/26				
Well ID	Type	Easting	Northing	General Location/Address
PP-01-01	Vibrating Wire Piezometer (Inactive)	1330313.69	423296.10	ORT Alignment; Near Westhall Street
PP-01-01	Open Standpipe Well (Inactive)	1330313.69	423296.10	ORT Alignment; Near Westhall Street
PP-01-02	Vibrating Wire Piezometer	1332942.10	418139.91	End of Branchport
PP-01-02	Open Standpipe (IS THIS INACTIVE?)	1332942.10	418139.91	Off ORT Alignment; End of Branchport
PP-01-03	Vibrating Wire Piezometer	1334649.91	414543.26	Off ORT Alignment, west of SMRT-O41; Kroll Drive near intersection with North Shore Trail

TABLE 1-1 WELLS AND PIEZOMETERS FOR ABANDONMENT Revised 11/21/25 & 2/11/26				
Well ID	Type	Easting	Northing	General Location/Address
PP-01-03	Open Standpipe Well	1334649.91	414543.26	Off ORT Alignment, west of SMRT-O41; Kroll Drive near intersection with North Shore Trail
PP-01-04A	Vibrating Wire Piezometer	1343922.15	415230.50	Off of ORT Alignment between ORT A58 and ORT A51; Warfield St and Saw mill way
PP-01-04B	Open Standpipe	1343922.15	415230.50	Off of ORT Alignment between ORT A58 and ORT A51; Warfield St and Saw mill way
PP-01-12	Open Standpipe Well	1343922.15	415230.50	Warfield St and Saw mill way
PP-01-013*	VWPZ (Inactive)	1333002.77	411268.52	Off alignment southeast of SMRT-O14; Alexander Street
PP-02-01 (VWPZ-1, 2, 3, 4)	Vibrating Wire Piezometer	1330521.22 4	423101.29 4	ORT-O27; Westhall Street
PP-02-01A	Open Standpipe Well	1330524.6 986	423100.8 7988	Westhall Street
PP-02-01B	Open Standpipe Well	1330524.86 4	423098.3 1832	Westhall Street
PP-02-01C	Open Standpipe Well	1330522.0 326	423098.33 4	ORT-O27; Westhall Street
PP-02-05 (VWPZ-1, VWPZ-2)	Vibrating Wire Piezometer	1335357.70695	414338.953	Northeast of SMRT-O41; North Point Dr and Belmont Street
PP-02-06	Vibrating Wire Piezometer	1334779.8 326	412805.8 876	West of SMRT-O14; 1756 W. Carson St
PP-02-06A	Open Standpipe Well	1334779.01 4	412803.8 988	West of SMRT-O14; 1756 W. Carson St
PP-02-06B	Open Standpipe Well	1334777.9 196	412801.96 2	West of SMRT-O14; SMRT-O14; 1756 W. Carson St
PP-02-12	Vibrating Wire Piezometer	1346586.3 985	417448.84 2	River Ave on N Shore Trail
PP-02-12A	Open Standpipe Well	1346584.66 2	417447.5 8959	Second parking lot
PP-02-12B	Open Standpipe Well	1346584.6 0661	417450.75 2	Park in first stall walk to large rocks
PP-02-12C	Open Standpipe Well	1346582.9 327	417449.20 0	Heinz St to River Ave to N Shore Trail
PP-03-27A	Open Standpipe Well	1327523.78 2	420650.46 4	CCT-O07; W Carson and Chartiers Ave

TABLE 1-1 WELLS AND PIEZOMETERS FOR ABANDONMENT Revised 11/21/25 & 2/11/26				
Well ID	Type	Easting	Northing	General Location/Address
PP-04-001A	Open Standpipe Well	1330286.920 423867.190	1330286.920 423867.19	DWT; Wastewater Treatment Plant area
PP-04-001B	Open Standpipe Well	1330284.46 423872.350	1330284.460 423872.35	DWT; Wastewater Treatment Plant area
FD-01-003	Vibrating Wire Piezometer	1327776.01	423368.53	CCT-O06A-AD; offset from Sproul Street at corner of Shingiss Street
FD-01-006	Open Standpipe Well	1330463.98	423217.80	ORT-O27
FD-01-009	Vibrating Wire Piezometer	1331307.86	421338.30	ORT Alignment; Three Rivers Heritage Trail southwest of Doerr Street and southwest of Norfolk Southern Railroad Bridge
FD-01-012	Vibrating Wire Piezometer	1332823.47	417179.27	ORT Alignment; Along Three Rivers Heritage Trail North of N. Franklin Street and West of Preble Avenue
FD-02-017	Vibrating Wire Piezometer	1327385.86	420658.30	CCT-O07; off W. Carson Street
FD-02-018	Open Standpipe Well	1327334.21	420669.32	CCT-O07; off W. Carson Street
FD-02-020	Vibrating Wire Piezometer	1327816.66	421260.12	CCT Alignment; off River Road
FD-02-022	Vibrating Wire Piezometer	1328261.68	422535.02	CCT/CCT-O06A-AD Blind Connection; on Frank Bryan property
FD-02-023	Open Standpipe Well	1328202.03	422551.87	CCT/CCT-O06A-AD Blind Connection; on Frank Bryan property
FD-02-025	Open Standpipe Well	1327310.13	424203.32	CCT-O06A; corner of Ella Street and Shingiss Street
FD-02-027	Vibrating Wire Piezometer	1327319.34	424172.47	CCT-O06A; off Shingiss Street
FD-02-028	Vibrating Wire Piezometer	1330351.13	423494.06	DWT; Wastewater Treatment Plant area
FD-02-029	Vibrating Wire Piezometer	1330409.46	423246.65	ORT-O27
FD-02-030	Vibrating Wire Piezometer	1334919.88	412783.60	SMRT-O14
FD-02-031	Open Standpipe Well	1334947.61	412733.00	SMRT-O14
FD-02-033	Vibrating Wire Piezometer	1335179.84	414235.47	SMRT-O41

TABLE 1-1 WELLS AND PIEZOMETERS FOR ABANDONMENT Revised 11/21/25 & 2/11/26				
Well ID	Type	Easting	Northing	General Location/Address
FD-02-034A	Open Standpipe Well	1335219.68	414145.29	SMRT-O41
FD-02-039	Vibrating Wire Piezometer	1338796.84	415045.93	ORT Alignment
FD-02-042	Open Standpipe Well	1340227.68	414485.00	ORT-A48
FD-02-043	Vibrating Wire Piezometer	1340192.71	414482.86	ORT-A48
FD-02-046	Vibrating Wire Piezometer	1341115.45	414851.83	ORT Alignment
FD-02-048	Vibrating Wire Piezometer	1342422.02	415108.78	ORT Alignment
FD-02-051	Open Standpipe Well	1343579.09	414890.75	ORT-A58
FD-02-052	Vibrating Wire Piezometer	1343549.91	414920.80	ORT-A58
FD-02-053	Open Standpipe Well	1343977.03	415597.18	ORT-AS1
FD-02-056	Vibrating Wire Piezometer	1344039.97	415598.51	ORT-AS1
<u>HISTORICAL WELL</u>	<u>N/A</u>	<u>1344056.59</u>	<u>415614.17</u>	<u>ORT-AS1</u>
<u>SB-1/MW-1</u>	<u>Open Standpipe</u>	<u>1344126.70</u>	<u>415835.36</u>	<u>ORT-AS1</u>
<u>SB-2/MW-2</u>	<u>Open Standpipe</u>	<u>1344230.87</u>	<u>415728.12</u>	<u>ORT-AS1</u>
<u>SB-5/MW-5</u>	<u>Open Standpipe</u>	<u>1343919.73</u>	<u>415359.22</u>	<u>ORT-AS1</u>

17. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 32 31 13 – Chain Link Fence and Gates.

- a. Part 1 – General, REVISE 1.6.A. as follows (CHANGES ARE NOTED IN RED).

1.6 SUBMITTALS

A. Shop Drawings:

1. Detailed information and specifications for materials, finishes, and dimensions.
2. **Detailed fence layout plans.**

18. 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 H to this Addendum.
- b. DELETE ORT_MD-027 (Sheet 674 of 770) and ADD Revised ORT-MD-027 (Sheet 674 of 770), which is Attachment H to this Addendum.

19. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 31 00 – Permits and Approvals

- a. ADD to Part 1, 1.2.A. the following (CHANGES ARE NOTED IN RED).

6. PADEP Water Obstruction and Encroachment Permit. Contractor requirements include, but are not limited to, notifications, coordination, and submittals.

- b. DELETE from Part 1, 1.3.A.4, which was previously amended in Addendum 13 (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).~~

- c. ADD Attachment 12 – Draft PADEP Water Obstruction and Encroachment Permit E0205224-001, which is Attachment I to this Addendum. (Bidders are advised that the Owner is in the process of executing and providing signatures to PADEP for the ACKNOWLEDGEMENT OF APPRISAL OF PERMIT CONDITIONS and that the minor revisions red lined on the Draft PADEP Water Obstruction and Encroachment Permit E0205224-001 included as Attachment I are being resolved for final permit issuance).

20. APPENDIX A – TECHNICAL SPECIFICATIONS – Section 01 14 13 – Access to Sites

- a. REVISE Part 1.8.A.10. as follows (CHANGES ARE NOTED IN RED).

10. Rehabilitation of the West Carson Street Bridge over Chartiers Creek (bridge construction estimated to start in 2028 and includes a detour of West Carson Street while maintaining pedestrian access).

Addendum No. 14

Attachment A

ARTICLE 1 – BIDDING DOCUMENTS

CONTRACT NO. 1797

OHIO RIVER TUNNEL

BID FORM

(Clean Copy)

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	LEAVE BLANK			
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	LEAVE BLANK			
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, Sonar Sewer Inspection	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 and Railroad Requirements			Allowance	\$ 2,300,000.00
122	Specific Allowance #10 - Community Interface and Media Relations			Allowance	\$ 250,000.00
123	Specific Allowance #11 - Owner Directed Work			Allowance	\$10,000,000.00

8.2 Base Bid Summary:

TOTAL BASE BID, INCLUDING BID ITEMS 1 - 123:

_____ 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)

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_____

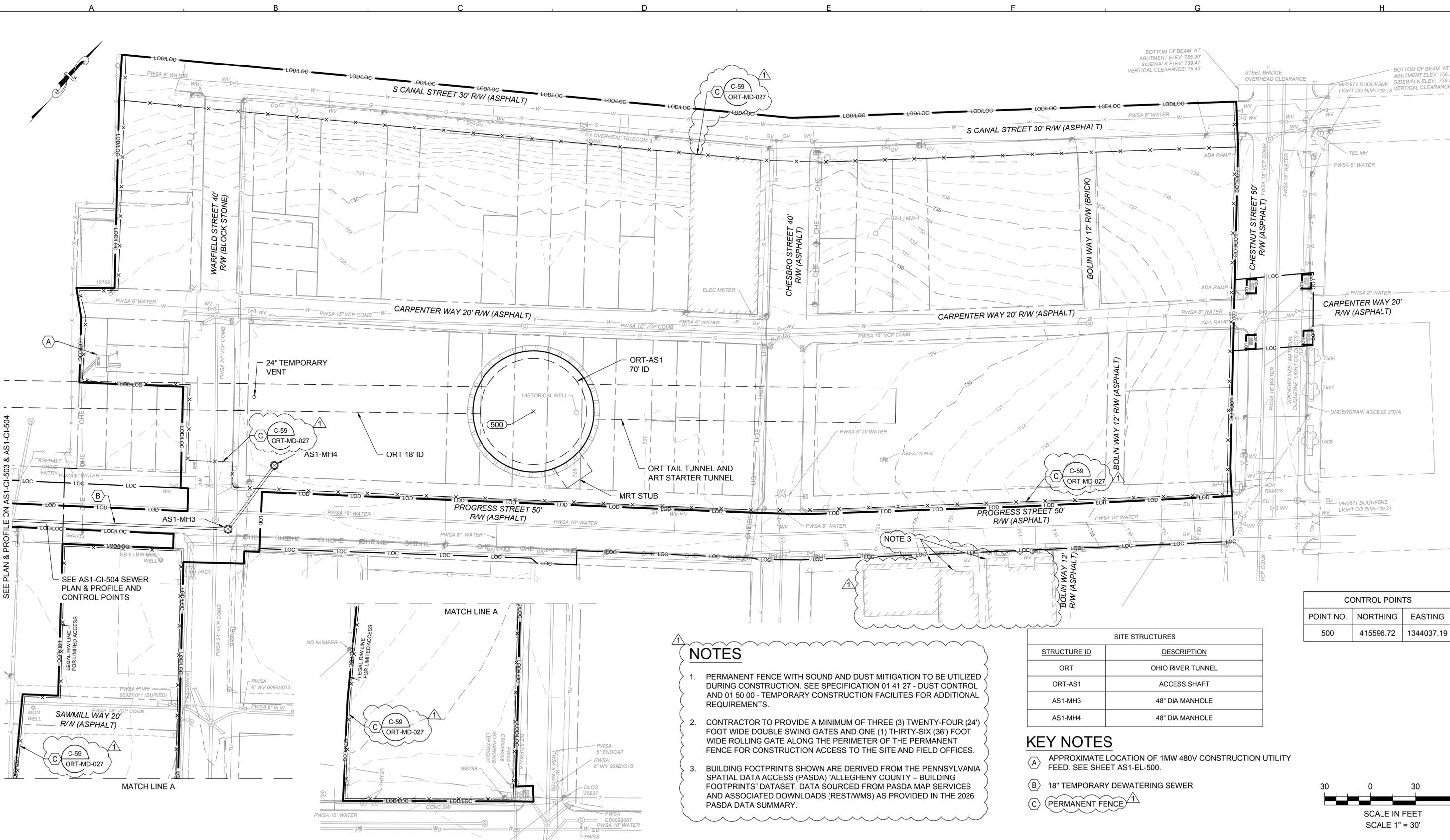
Addendum No. 14

Attachment B

APPENDIX B - CONTRACT DRAWINGS

- **Revised AS1-CI-502 (Sheet 501 of 770)**
- **Revised AS1-CI-506 (Sheet 505 or 770)**

FILE NAME: C:\Users\bow101681\OneDrive\Documents\Mott MacDonald\507105621 - ALCOSAN Ohio River Tunnel Design - T&M\Project Files\1 - ORT-02-Civil\Drawings - AS1-CI-502 - LAST SAVED BY: BOW101681 - PLOT DATE: 2/10/2025 8:38:19 AM

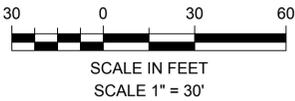


CONTROL POINTS		
POINT NO.	NORTHING	EASTING
500	415596.72	1344037.19

SITE STRUCTURES	
STRUCTURE ID	DESCRIPTION
ORT	OHIO RIVER TUNNEL
ORT-AS1	ACCESS SHAFT
AS1-MH3	48" DIA MANHOLE
AS1-MH4	48" DIA MANHOLE

- NOTES**
- PERMANENT FENCE WITH SOUND AND DUST MITIGATION TO BE UTILIZED DURING CONSTRUCTION. SEE SPECIFICATION 01 41 27 - DUST CONTROL AND 01 50 00 - TEMPORARY CONSTRUCTION FACILITIES FOR ADDITIONAL REQUIREMENTS.
 - CONTRACTOR TO PROVIDE A MINIMUM OF THREE (3) TWENTY-FOUR (24') FOOT WIDE DOUBLE SWING GATES AND ONE (1) THIRTY-SIX (36') FOOT WIDE ROLLING GATE ALONG THE PERIMETER OF THE PERMANENT FENCE FOR CONSTRUCTION ACCESS TO THE SITE AND FIELD OFFICES.
 - BUILDING FOOTPRINTS SHOWN ARE DERIVED FROM THE PENNSYLVANIA SPATIAL DATA ACCESS (PASDA) "ALLEGHENY COUNTY - BUILDING FOOTPRINTS" DATASET. DATA SOURCED FROM PASDA MAP SERVICES AND ASSOCIATED DOWNLOADS (REST/WMS) AS PROVIDED IN THE 2026 PASDA DATA SUMMARY.

- KEY NOTES**
- (A) APPROXIMATE LOCATION OF 1MW 480V CONSTRUCTION UTILITY FEED. SEE SHEET AS1-EL-500.
 - (B) 18" TEMPORARY DEWATERING SEWER
 - (C) PERMANENT FENCE



Designed by:	REVISION		
	REV No.	DATE	DESCRIPTION
JRL	1	02/13/25	REVISION FOR ADDENDUM 14
Drawn by:	MJN		
Checked by:	DLM		

MOTT MACDONALD

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

811

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 # 20250040204

REGISTERED PROFESSIONAL ENGINEER
STEPHEN B. ROLER
No. 040366-R

alcosan
allegheny county sanitary authority

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN

3300 PREBLE AVE.
PITTSBURGH, PA 15233
(412) 766 - 4810

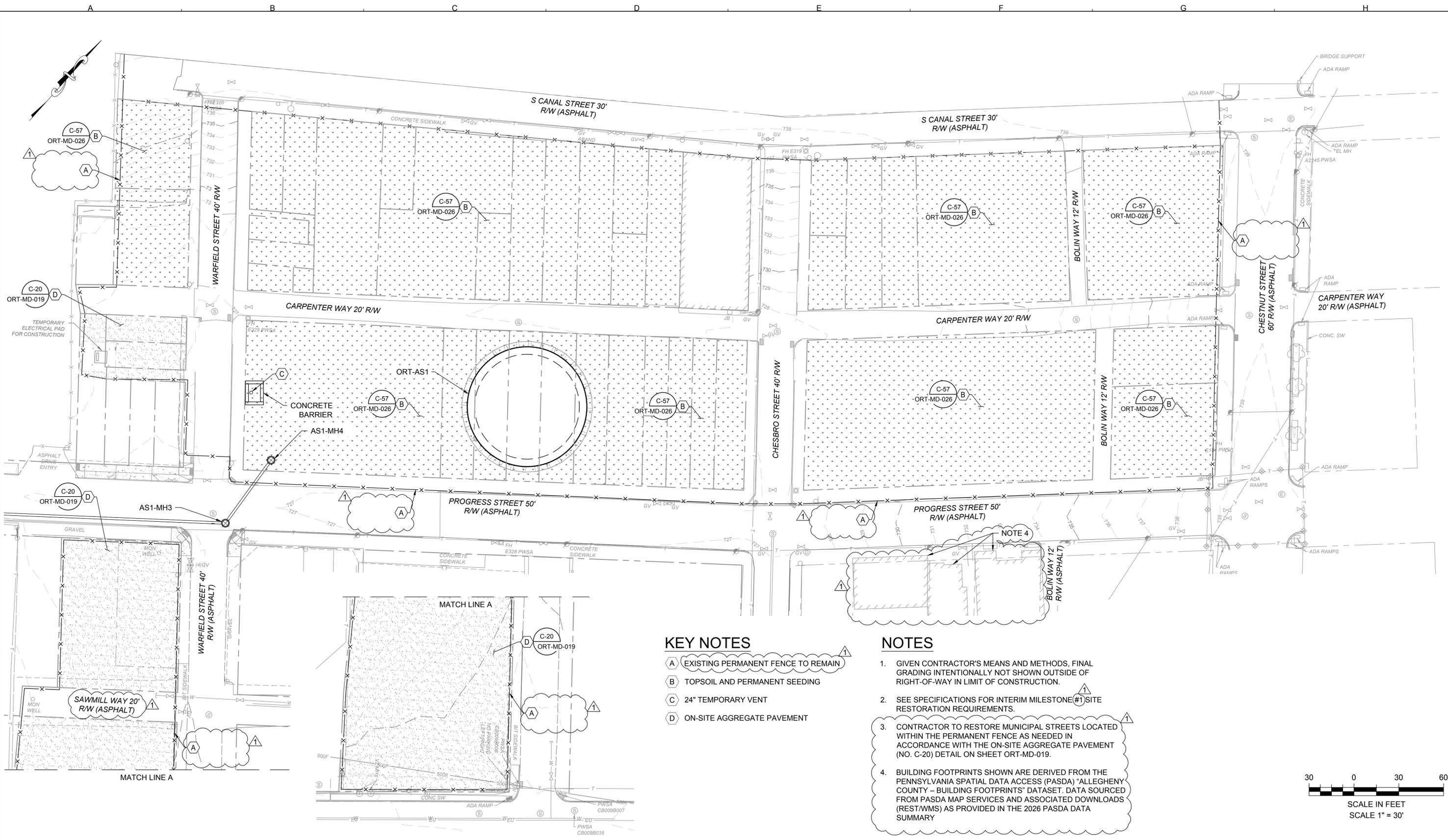
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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)
OHIO RIVER TUNNEL (ORT)

**AS1-CI-502
PROPOSED SITE PLAN
DURING CONSTRUCTION**

Contract:	1797
File:	AS1-CI-502.dwg
Date:	07/01/2025
Sheet:	501 OF 770

FILE NAME: C:\Users\bow101681\OneDrive\Documents\Mott MacDonald\507105821 - ALCOSAN Ohio River Tunnel Design - T&M\Project Files\1 - ORT-02-Civil\Sheets - AS1-CI-506 - LAST SAVED BY: BOW101681 - PLOT DATE: 2/12/2025 8:10:51 AM

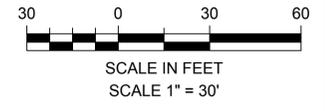


KEY NOTES

- (A) EXISTING PERMANENT FENCE TO REMAIN
- (B) TOPSOIL AND PERMANENT SEEDING
- (C) 24" TEMPORARY VENT
- (D) ON-SITE AGGREGATE PAVEMENT

NOTES

1. GIVEN CONTRACTOR'S MEANS AND METHODS, FINAL GRADING INTENTIONALLY NOT SHOWN OUTSIDE OF RIGHT-OF-WAY IN LIMIT OF CONSTRUCTION.
2. SEE SPECIFICATIONS FOR INTERIM MILESTONE #1 SITE RESTORATION REQUIREMENTS.
3. CONTRACTOR TO RESTORE MUNICIPAL STREETS LOCATED WITHIN THE PERMANENT FENCE AS NEEDED IN ACCORDANCE WITH THE ON-SITE AGGREGATE PAVEMENT (NO. C-20) DETAIL ON SHEET ORT-MD-019.
4. BUILDING FOOTPRINTS SHOWN ARE DERIVED FROM THE PENNSYLVANIA SPATIAL DATA ACCESS (PASDA) "ALLEGHENY COUNTY - BUILDING FOOTPRINTS" DATASET. DATA SOURCED FROM PASDA MAP SERVICES AND ASSOCIATED DOWNLOADS (REST/WMS) AS PROVIDED IN THE 2026 PASDA DATA SUMMARY.



Designed by:	JRL	REVISION		APPV
Drawn by:	MJN	REV No.	DATE	DESCRIPTION
Checked by:	DLM	1	02/13/25	REVISION FOR ADDENDUM 14
				MS

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Pennsylvania One Call System Serial Number
FINAL DESIGN TICKET # 20250040204

REGISTERED PROFESSIONAL ENGINEER
STEPHEN B. POLE
No. 040366-R

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ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOSAN

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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)
OHIO RIVER TUNNEL (ORT)

AS1-CI-506
SITE RESTORATION PLAN

Contract:	1797
File:	AS1-CI-506.dwg
Date:	07/30/2025
Sheet:	505 OF 770

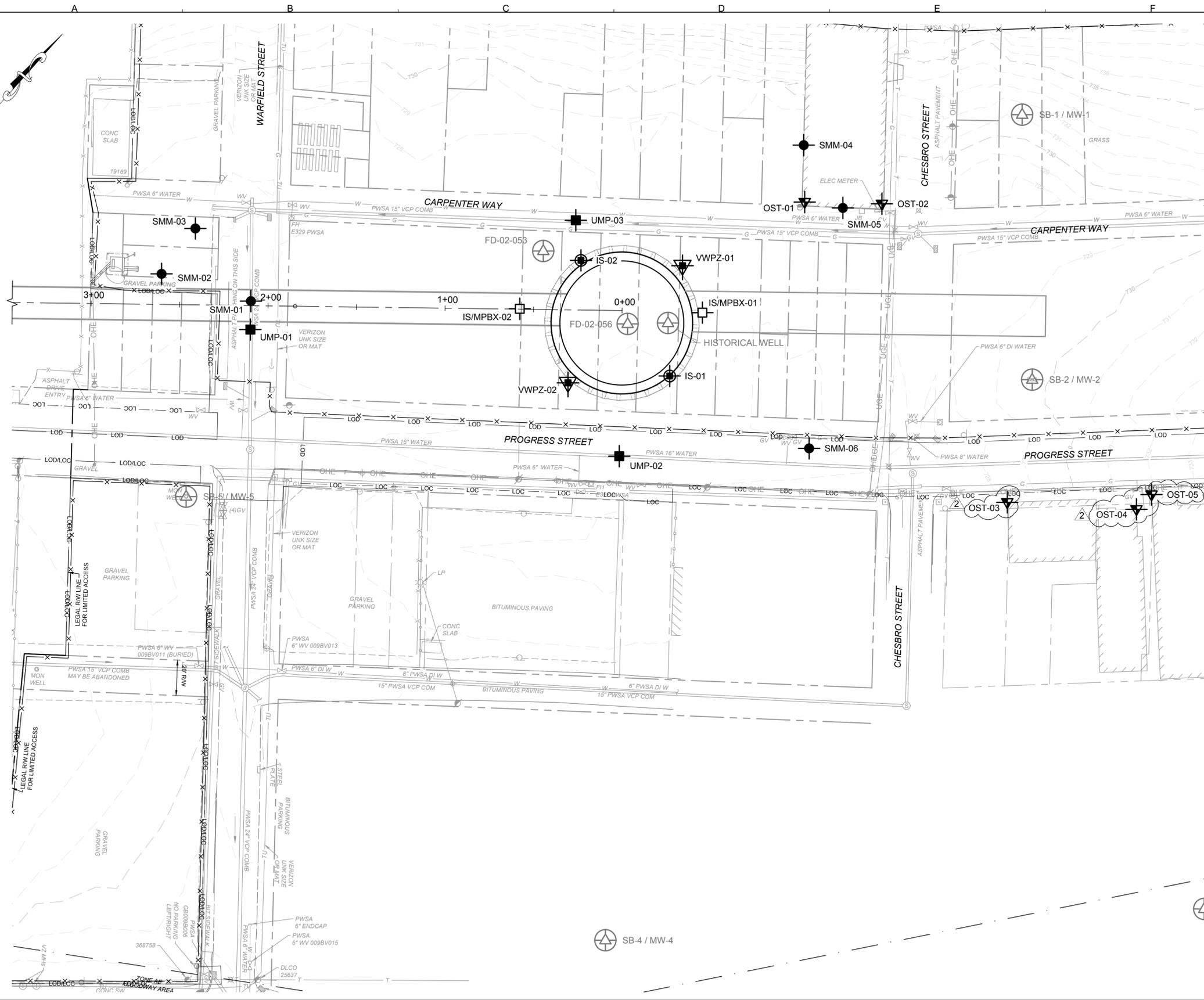
Addendum No. 14

Attachment C

APPENDIX B - CONTRACT DRAWINGS

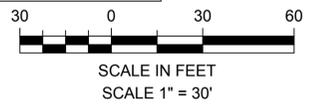
- **Revised AS1-GI-500 (Sheet 720 of 770)**

FILE NAME: C:\Users\bow101681\OneDrive\Documents\Mott MacDonald\507105621 - ALCOSAN Ohio River Tunnel Design - T&M\Project Files1 - CRT\06-Geotechnical\Sheets - AS1-GI-500
 PLOT DATE: 2/10/2026 11:39:53 AM
 LAST SAVED BY: BOW101681



INSTRUMENTATION SCHEDULE				
DESIGNATION	INSTRUMENT REQUIRING AUTOMATED, REAL-TIME, AND CONTINUOUS DATA MONITORING	TIP ELEVATION	NORTHING	EASTING
IS-01	YES	670	415592.59	1344077.28
IS-02	YES	670	415607.48	1343996.40
IS/MPBX-01	YES	670	415631.50	1344067.12
IS/MPBX-02	YES	670	415564.07	1343988.99
OST-01	---	---	415716.50	1344068.37
OST-02	---	---	415744.98	1344101.45
OST-03	---	---	415667.31	1344266.69
OST-04	---	---	415713.22	1344323.58
OST-05	---	---	415725.10	1344324.34
SMM-01	---	2" BELOW GRADE	415465.62	1343873.19
SMM-02	---	2" BELOW GRADE	415443.27	1343825.39
SMM-03	---	2" BELOW GRADE	415475.06	1343822.45
SMM-04	---	2" BELOW GRADE	415740.01	1344046.48
SMM-05	---	2" BELOW GRADE	415728.49	1344086.60
SMM-06	---	2" BELOW GRADE	415615.00	1344163.13
UMP-01	---	TOP OF 24" VCP COMB SEWER	415453.51	1343883.69
UMP-02	---	TOP OF 16" WATER	415539.92	1344086.37
UMP-03	---	TOP OF 15" VCP COMB SEWER	415622.35	1343979.11
VWPZ-01	YES	569	415643.64	1344041.08
VWPZ-02	YES	569	415551.27	1344037.15

EXISTING GROUNDWATER WELLS				
DESIGNATION	TYPE	NORTHING	EASTING	PIEZOMETER/ WELL SCREEN DEPTH (FT)
FD-02-053	OPEN STANDPIPE	415597.18	1343977.03	29.0 - 39.0
FD-02-056	VWPZ	415598.51	1344039.97	135.0
HISTORICAL WELL	N/A	415614.17	1344056.59	SEE GBR SECTION 6.6
SB-1 / MW-1	OPEN STANDPIPE	415835.36	1344126.70	15.0 - 25.0
SB-2 / MW-2	OPEN STANDPIPE	415728.12	1344230.87	10.0 - 20.0
SB-3 / MW-3	OPEN STANDPIPE	415571.44	1344502.77	8.0 - 18.0
SB-4 / MW-4	OPEN STANDPIPE	415331.91	1344263.12	10.0 - 20.0
SB-5 / MW-5	OPEN STANDPIPE	415359.22	1343919.73	15.0 - 25.0



- NOTES:**
- REFER TO THE INSTRUMENTATION SCHEDULE ABOVE FOR GEOTECHNICAL INSTRUMENTS THAT ARE REQUIRED TO BE MONITORED AUTOMATICALLY AND CONTINUOUSLY IN REAL-TIME THROUGHOUT THE REQUIRED MONITORING DURATION AS DEVELOPED AND APPROVED IN THE MONITORING AND INSTRUMENTATION PLAN (MIP) FOR THIS SITE.
 - INSTALL THE INSTRUMENTS IN ACCORDANCE WITH SECTION 31 09 13. SCHEDULE OF INSTALLATION, PROTECTION OF THE INSTRUMENTS, MONITORING FREQUENCY, DATA REPORTING, AND TERMINATION OF MONITORING SHALL BE AS DEVELOPED AND APPROVED IN THE MIP FOR THE SITE OR AS MODIFIED AND AGREED UPON WITH THE OWNER TO ACCOMMODATE ACTUAL CONSTRUCTION PROGRESS.
 - SEE SPECIFICATION 31 29 00 MONITORING WELL AND INSTRUMENTATION ABANDONMENT FOR WELL ABANDONMENT AND DECOMMISSIONING REQUIREMENTS.

Designed by:	SAA
Drawn by:	MAB
Checked by:	ELDS

REVISION		
REV No.	DATE	DESCRIPTION
1	11/21/25	REVISION FOR ADDENDUM 7
2	02/13/26	REVISION FOR ADDENDUM 14

APPV	ELDS
ELDS	ELDS

MOTT MACDONALD

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ARLETTA SCOTT WILLIAMS
 EXECUTIVE DIRECTOR, ALCOSAN

ALLEGHENY COUNTY SANITARY AUTHORITY (ALCOSAN)
 OHIO RIVER TUNNEL (ORT)

Professional Engineer Seal for ZHENQI CAI, No. 00987013, State of Pennsylvania.

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AS1-GI-500
 GEOTECHNICAL INSTRUMENTATION LAYOUT

Contract: 1797
 File: AS1-GI-500.dwg
 Date: 07/30/2025
 Sheet: 720 OF 770

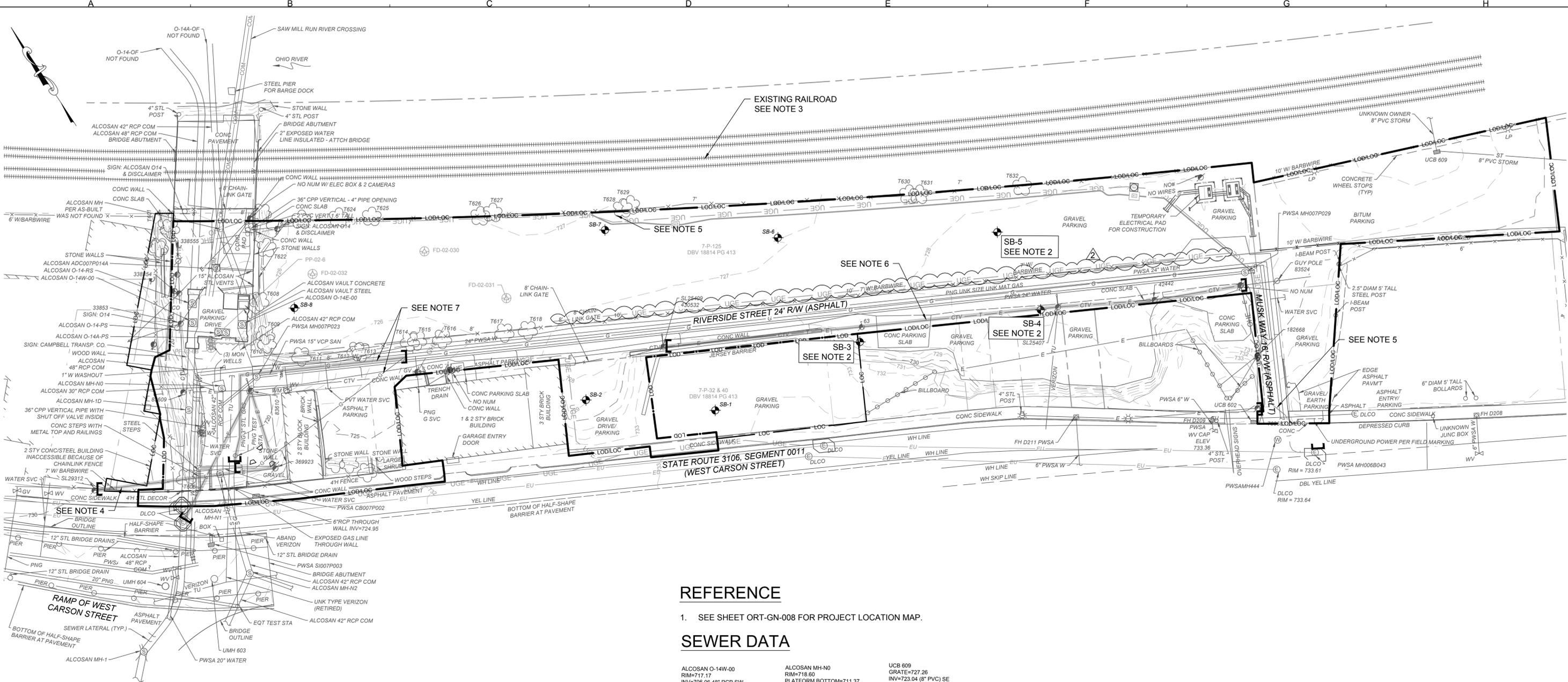
Addendum No. 14

Attachment D

APPENDIX B - CONTRACT DRAWINGS

- **Revised O14-CI-600 (Sheet 519 of 770)**
- **Revised O14-EL-600 (Sheet 573 of 770)**

FILE NAME: C:\Users\bow101681\OneDrive\Documents\Mott_MacDonald\507105621 - ALCO SAN Ohio River Tunnel Design - T&M\Project Files3 - 01402-Civil\Sheets - 014-CI-600 LAST SAVED BY: BOW101681 PLOT DATE: 2/11/2025 1:51:42 PM



REFERENCE

- SEE SHEET ORT-GN-008 FOR PROJECT LOCATION MAP.

SEWER DATA

ALCO SAN O-14W-00 RIM=717.17 INV=706.06 48" RCP SW WATER-FILLED BOTTOM=705.47	ALCO SAN MH-N0 RIM=718.60 PLATFORM BOTTOM=711.37 (PIPES NOT SEEN)	UCB 609 GRATE=727.26 INV=723.04 (8" PVC) SE INV=723.11 (8" PVC) NE
ALCO SAN O-14E-00 RIM=717.57 INV=705.88 42" RCP SW INV=706.48 W WATER-FILLED	ALCO SAN MH-N1 RIM=722.49 INV=706.10 42" RCP S INV=705.84 42" RCP NE	UMH 605 RIM=732.57 CANNOT OPEN DUE TO TRAFFIC
ALCO SAN O-14-PS RIM=717.63 PIPES NOT SEEN BOTTOM=708.72	ALCO SAN MH-N2 RIM=731.78 INV=708.98 42" RCP SW INV=706.89 42" RCP N	UCB 601 GRATE=730.93 INV=727.71 18" RCP N
ALCO SAN O-14A-PS RIM=717.64 PIPES NOT SEEN BOTTOM=706.61	UCB 602 RIM=733.10 BOTTOM=725.84	UCB 606 GRATE=731.89 WATER-FILLED
ALCO SAN O-14-RS RIM=717.11 WATER-FILLED BOTTOM=704.21	UCB 607 RIM=728.91 INV=726.04 (8" PVC) NE	UCB 608 GRATE=728.44 INV=725.01 (8" PVC) SW INV=724.93 (8" PVC) NW
ALCO SAN MH-1 RIM=731.06 INV=706.86 48" RCP SW INV=NOT MEASURED *RCP W INV=726.66 15" CMP N INV=RECESSED 48" RCP NE	ALCO SAN MH-1D RIM=723.16 BOTTOM=705.61	

NOTES

- EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF DESIGN AND MAY NOT BE ACCURATE OR COMPLETE. THE CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY IF SIGNIFICANT DISCREPANCIES OR ADDITIONAL UTILITIES ARE FOUND THAT WILL IMPACT THE WORK.
- SB-1 THROUGH SB-8 REPRESENT ENVIRONMENTAL SAMPLING LOCATIONS AS COMPLETED BY CIVIL AND ENVIRONMENTAL CONSULTANTS AND AS DISCUSSED WITHIN THE PHASE II REPORT DATED 11/2/2020. CONTRACTOR IS NOT TO DISTURB THE SOIL AT SB-3, SB-4, AND SB-5.
- REFER TO SPECIFICATION FOR RAILROAD REQUIREMENTS.
- DEMOLITION OF EXISTING POWER OVERHEAD UTILITIES TO BE COMPLETED BY OTHERS.
- CONSTRUCTION OF EXISTING UNDERGROUND POWER UTILITIES TO BE COMPLETED BY OTHERS.
- DEMOLITION OF EXISTING COMMUNICATION POWER OVERHEAD UTILITIES TO BE COMPLETED BY OTHERS.
- COORDINATE GAS LINE RELOCATION WITH PEOPLES NATURAL GAS DURING CONSTRUCTION. GAS LINE TO BE RELOCATED AFTER WALL CONSTRUCTION AND BUILDING DEMOLITION



SCALE IN FEET
SCALE 1" = 30'

CITY OF PITTSBURGH ZDR NO.: ZDR-2023-04311

Designed by:	REVISION		
	REV No.	DATE	DESCRIPTION
JRL	1	12/23/25	REVISION FOR ADDENDUM 11
Drawn by:	2	02/06/25	REVISION FOR ADDENDUM 14
MJN			
Checked by:			
DLM			

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Pennsylvania One Call System Serial Number
FINAL DESIGN TICKET # 2025040207

REGISTERED PROFESSIONAL ENGINEER
STEPHEN B. FOLEY
No. 040368 R

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allegheny county sanitary authority

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCO SAN

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PITTSBURGH, PA 15233
(412) 766 - 4810

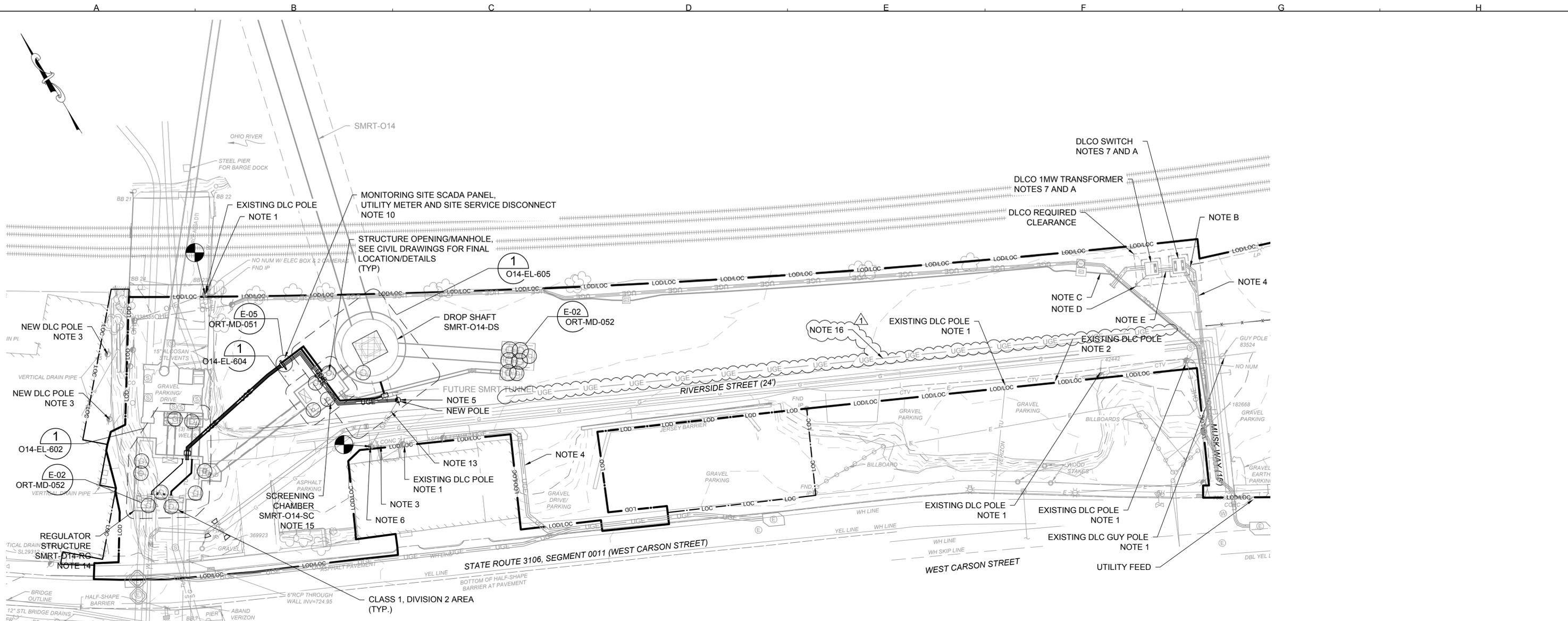
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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCO SAN)
OHIO RIVER TUNNEL (ORT)

O14-CI-600
EXISTING CONDITIONS PLAN

Contract:	1797
File:	O14-CI-600.dwg
Date:	07/30/2025
Sheet:	519 OF 770

FILE NAME: C:\Users\bow101681\OneDrive\Documents\Mott MacDonald\507105821 - ALCO SAN Ohio River Tunnel Design - T&M\Project Files\3 - O14-EL-600 Electrical\Sheets - O14-EL-600 LAST SAVED BY: BOW101681 PLOT DATE: 2/11/2026 1:50:40 PM

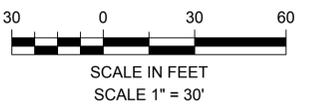


NOTES

1. EXISTING POLE IS TO REMAIN IN SERVICE.
2. OVERHEAD LINES ARE TO REMAIN IN SERVICE DURING/AFTER CONSTRUCTION. LINES ARE TO BE PROTECTED DURING CONSTRUCTION ACTIVITIES.
3. INSTALLATION OF THE OVERHEAD UTILITY POWER INFRASTRUCTURE NOTED IS TO BE COMPLETED BY OTHERS.
4. INSTALLATION OF THE UNDERGROUND UTILITY POWER INFRASTRUCTURE NOTED IS TO BE COMPLETED BY OTHERS
5. TRANSITION POINT BETWEEN OVERHEAD FEED AND UNDERGROUND DUCTBANK FOR THE DLC PROVIDED 208/120V PERMANENT SITE SERVICE POWER.
6. CONNECTION TO PERMANENT POWER IS TO BE COORDINATED WITH DLC AND ANTICIPATED TO TAKE PLACE DURING THE FINAL PHASE OF CONSTRUCTION.
7. EQUIPMENT, EQUIPMENT PAD, EQUIPMENT GROUNDING AND CONDUIT STUBS ENTERING/EXITING THE EQUIPMENT ARE TO BE INSTALLED BY OTHERS.
8. GROUNDING CABLE SHALL BE #4/0 BARE COPPER WIRE. SEE SPECIFICATION 26 05 00 FOR ADDITIONAL GROUNDING DETAILS.
9. SEE SINGLE LINE DIAGRAM ON SHEET ORT-MD-046 AND CABLE AND CONDUIT SCHEDULE ON SHEET ORT-MD-053 FOR ADDITIONAL POWER INFRASTRUCTURE INFORMATION.
10. UTILITY METER AND SITE SERVICE DISCONNECT ARE TO BE INSTALLED BY THE CONTRACTOR AND ARE SHOWN AS PART OF THE SITE SCADA PANEL INSTALLATION. FINAL LOCATION OF THE METER AND SITE SERVICE DISCONNECT ARE TO BE COORDINATED WITH DLC PRIOR TO INSTALLATION.
11. VENT STACK METALLIC PIPES ARE TO BE GROUNDED USING AN EXOTHERMIC WELD (SUCH AS A PLATE MOLD). ADDITIONAL GROUND RODS ARE TO BE USED AS NEEDED.
12. CONDUITS ENTERING THE MONITORING SITE SCADA PANEL FROM AN UNDERGROUND STRUCTURE ARE TO BE SEALED WITH AN EXPLOSION PROOF CONDUIT SEAL.
13. INSTALLATION OF THE OVERHEAD POWER FEED AND UTILITY POLE IS TO BE COMPLETED BY DLC.
14. THE LIGHTING WITHIN THIS STRUCTURE IS CONTROLLED BY THE "STRUCTURE 1" LIGHT SWITCH WITHIN THE SITE PLC CABINET.
15. THE LIGHTING WITHIN THIS STRUCTURE IS CONTROLLED BY THE "STRUCTURE 2" LIGHT SWITCH WITHIN THE SITE PLC CABINET.
16. EXISTING TELECOMMUNICATIONS DUCTBANK INSTALLED BY OTHERS.

POST CONSTRUCTION/SITE RESTORATION NOTES

- A. FOLLOWING TERMINATION OF SITE CONSTRUCTION POWER, THE 1MW TRANSFORMER AND THE DLC PROVIDED SWITCH ARE TO BE REMOVED BY THE UTILITY. CONTRACTOR SHALL REMOVE THE EQUIPMENT PADS AND GROUNDING.
- B. FOLLOWING TERMINATION OF SITE CONSTRUCTION POWER, WIRE UPSTREAM OF THE TRANSFORMER SECONDARY IS TO BE REMOVED FROM THE CONDUIT BY THE UTILITY AND CONDUIT UPSTREAM OF THE PRIMARY SIDE OF THE DLC PROVIDED SWITCH IS TO BE ABANDONED IN PLACE. CONTRACTOR SHALL CUT AND CAP CONDUIT 6" BELOW FINISHED GRADE.
- C. FOLLOWING TERMINATION OF SITE CONSTRUCTION POWER, WIRE DOWNSTREAM OF THE TRANSFORMER SECONDARY IS TO BE REMOVED FROM THE CONDUIT BY THE CONTRACTOR AND CONDUIT IS TO BE DEMOLISHED AND REMOVED BY THE CONTRACTOR.
- D. FOLLOWING REMOVAL OF THE DLC 1MW TRANSFORMER BY DLC, CONTRACTOR SHALL REMOVE THE METERING ENCLOSURE AND SOCKET. WIRE IS TO BE REMOVED FROM THE CONDUIT BY THE CONTRACTOR AND CONDUIT IS TO BE DEMOLISHED AND REMOVED BY THE CONTRACTOR.
- E. CONDUIT BETWEEN THE PRIMARY SIDE OF THE 1MW TRANSFORMER AND SECONDARY SIDE OF THE DLC PROVIDED SWITCH IS TO BE DEMOLISHED AND REMOVED BY THE CONTRACTOR FOLLOWING REMOVAL OF WIRE BY THE UTILITY.



Designed by:	MNH	REVISION		APPV
Drawn by:	CJC	REV No.	DATE	DESCRIPTION
Checked by:	DMM	1	02/02/26	REVISION FOR ADDENDUM 14

MOTT MACDONALD

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(412) 497 - 2900

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Pennsylvania One Call System Serial Number
FINAL DESIGN TICKET # 20250040207

REGISTERED PROFESSIONAL ENGINEER
DAVID W. JASON
ENGINEER
PE076493
EXPIRES 12/31/2025

alcosan
allegheny county sanitary authority

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCO SAN

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PITTSBURGH, PA 15233
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ALLEGHENY COUNTY SANITARY AUTHORITY (ALCO SAN)
OHIO RIVER TUNNEL (ORT)

**O14-EL-600
ELECTRICAL SITE PLAN**

Contract:	1797
File:	O14-EL-600.dwg
Date:	07/30/2025
Sheet:	573 OF 770

Addendum No. 14

Attachment E

APPENDIX A - TECHNICAL SPECIFICATIONS

Section 01 32 13

- **Attachment 2, 2.1 through 2.9**

ORT ADDENDUM 14

Section 01 32 13

Attachment 2.1

(16 Pages)

652663

DRE Certified

03-Feb-2026 08:56A\Int By: T G

Please record and return to:

City of Pittsburgh
 Law Department
 313 City-County Building
 414 Grant Street
 Pittsburgh, PA 15219

SUBTERRANEAN EASEMENT AGREEMENT

This **SUBTERRANEAN EASEMENT AGREEMENT** (this "**Agreement**"), dated **October 28, 2025** (the "**Effective Date**"), by and between the ALLEGHENY COUNTY SANITARY AUTHORITY, a Pennsylvania municipal authority, (the "**Grantee**"), having an address at 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233, County of Allegheny, and the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, having an address at 414 Grant Street, Pittsburgh, Pennsylvania 15219 (the "**Grantor**"). Grantee and Grantor may be referred to in this Agreement individually as a "**Party**" or collectively as 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, Grantee is currently under a federal mandate to improve its sewer system and control stormwater overflows by separating runoff from the sanitary sewer system through the construction and implementation of a new regional tunnel system, with tunnel segments along the Ohio, Allegheny, and Monongahela Rivers approximately 150 feet below the surface, in order to reduce combined sewer flows by separating stormwater runoff from the sanitary sewer system (the "**Tunnel Project**"); and

WHEREAS, Grantor is the fee owner of certain land located in the City of Pittsburgh, County of Allegheny, Pennsylvania, currently designated as Allegheny County Lot and Block No. 44-S-230 (the "**Property**"); and

WHEREAS, in connection with the Tunnel Project, Grantee requires the acquisition of a subterranean easement under the Property; and

WHEREAS, Grantor is willing to grant a non-exclusive perpetual subterranean easement to Grantee for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project; and

WHEREAS, there will be no cost to the City in conjunction with Grantee's access to or use of the Property, the Subterranean Easement (as the term is defined herein), or the Easement Areas (as the term is defined herein).

NOW, THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500) and other good and valuable consideration provided by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals:** The recitals set forth above (the "**Recitals**"), including all terms referenced therein are hereby incorporated into the body of this Agreement as though set forth herein.

2. **Grant.** Grantor hereby grants and conveys to Grantee a non-exclusive perpetual subterranean easement (the "**Subterranean Easement**") in, under, and through the Property, as more particularly shown in **Exhibit A**, attached hereto and incorporated herein, including the area(s) encompassed within this Subterranean Easement, (the "**Easement Area**") for the benefit of Grantee. The Easement shall serve the following purposes described in the Recitals and as further set forth herein.

3. **Use.** Grantee may use the Subterranean Easement and Easement Area in strict accordance with **Exhibit A** for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project. The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.

4. **Access.** Grantee may, for the purposes set forth in Section 3, access the Subterranean Easement and Easement Area at any time.

5. **Plans.** On Grantor's request, Grantee shall provide Grantor with as-built drawings showing the location and depth of any improvements installed in the Subterranean Easement and Easement Area.

6. **No Disturbance of Surface; Restoration.** Grantee's activities in and use of the Subterranean Easement and Easement Area will in no way impact or disturb the surface of the Property, including but not limited to any buildings, structures, or other improvements on the Property's surface, or Grantor's ability to develop, build on, or otherwise improve the Property's surface. In the event that the surface of the Property's will be disturbed by Grantee's activities in the Subterranean Easement and Easement Area, Grantee shall promptly restore the ground surface of the Property, including pavements, driveways, sidewalks, fencing, trees, and any shrubs or grasses, and any subsurface fixtures, equipment or improvements, at Grantee's expense, to substantially the same condition than they were in prior to the disturbance.

7. **Compliance with Laws.** Grantor and Grantee shall remain in compliance with all applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee shall obtain all necessary federal, state, and local permits, licenses, and other authorizations required for its activities and operations in the Subterranean Easement and Easement Area.

8. **Costs and Expenses.** 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 Subterranean Easement and Easement Area.

9. Reservation of Rights. All right, title, and interest in and to the Subterranean Easement and Easement Area under this Agreement, which may be used and enjoyed without directly interfering with the rights conveyed by this Agreement, are reserved to Grantor.

10. Representations and Warranties. Grantor provides all rights hereunder in quitclaim and does not warrant any further title to the rights granted in this Agreement or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title under this Agreement solely at its own risk.

11. Grantor's Use of Property. Grantor reserves the right to use the area of the Property and the Easement Area in any manner and for any purpose that does not interfere with the rights granted herein, Grantee's Easement rights, or Grantee's use of the Easement Area.

12. Public Right-of-Way. This Agreement shall not be construed as providing any permanent or temporary access, easements, or other rights in any public right-of-way. The public rights-of-way are governed according to applicable law, including the permitting and regulatory jurisdiction of the City's Department of Mobility and Infrastructure ("DOMI"). For any activities arising hereunder within the public right-of-way, Grantee must seek any and all applicable permits from DOMI before commencing the same.

13. Transferability. The Parties to this Agreement hereby acknowledge and agree that the Subterranean Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, executors, administrators, representatives, successors, and assigns.

14. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting Party may seek any and all remedies permitted by law.

15. Indemnity and Hold Harmless. Grantee agrees, and shall require all contractors exercising any rights or permission granted under this Agreement to agree, to indemnify, save and hold harmless, and defend (if requested) Grantor and all of their officers, agents, and employees, from all suits, actions, causes of action and/or claims brought or raised against Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with any act, error, or omission of Grantee, in conjunction with the rights and permissions granted under this Agreement, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

Grantee shall require all contractors exercising any rights or permission granted under this Agreement to indemnify and defend (if requested) Grantor and all of their officers, agents and employees, from all suits, actions, causes of action and/or claims brought or raised against the Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with contractor acts or omissions, whether due to the use of defective materials or defective workmanship, or on account of any act, omission, or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers and it shall fully and finally release, indemnify and hold harmless the Grantor and its respective officers, directors, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, injuries, including death, damages, loss of property, costs,

and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from contractor's acts, errors, or omissions.

16. **Grantor Not Liable.** In no event shall Grantor be liable for any damage to or loss of personal property or equipment sustained by Grantee within the Subterranean Easement and Easement Area, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

17. **Insurance.** Grantee shall provide, and require all contractors entering the Easement Area to maintain, insurance in the amounts specified below and shall keep Grantor listed as an additional insured on both the general and automobile policy at all times:

General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate

Automobile Liability: \$1,000,000.00 (each accident)

Commercial General Liability: Grantee shall purchase and maintain for the duration of the contract general liability coverage on an occurrence basis with coverage at least as broad as the ISO form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall include the City of Pittsburgh, its officers, officials, employees, volunteers, and anyone else requested by Grantor as an Additional Insured via endorsements at least as broad as ISO form CG 20 10. The policy shall include a Waiver of Subrogation in favor of Grantor at least as broad as ISO Endorsement CG 24 04. The general liability policy must be made on an occurrence basis.

Automobile Liability: Grantee shall purchase and maintain for the duration of the contract automobile liability with a limit of no less than \$1,000,000 per accident for bodily injury and property damage with respect to the operations of any owned, hired and non-owned vehicles used in the performance of the work. If Grantee has no owned vehicles, hired and non-owned auto liability must be provided. The policy shall name the City of Pittsburgh as an additional insured. The policy shall contain a Waiver of Subrogation in favor of Grantor.

In the event that Grantee hires any contractors to carry out work related to this Agreement, Grantee shall require such contractors to maintain insurance in the amounts set forth in this section and also identifying the City as an additional insured. For clarity, during the construction phase of the Project, the contractor's insurance will be treated as the primary policy, with Grantee's insurance serving as excess coverage. Upon completion of construction, Grantee's insurance shall become the primary policy.

18. **Termination.** This Easement may be terminated by Grantee through provision of written notice to Grantor by Grantee of its intent to terminate. This Easement may be terminated by Grantor upon material breach of the provisions of this Agreement, provided that Grantor first provides the Grantee with written notice describing the nature of such breach in reasonable detail and thirty (30) days from receipt

of said notice, or a reasonable period of time given the nature of the breach, to cure the breach to the reasonable satisfaction of the Grantor.

19. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below or to any other address that the receiving Party may designate from time to time in accordance with this section. Each Party shall deliver all Notices by certified or registered mail (in each case, return receipt requested, postage prepaid).

TO GRANTOR: City of Pittsburgh
Department of Public Works
301 City-County Building
414 Grant Street
Pittsburgh, PA 15219
ATTENTION: Director

With a copy to: City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

TO GRANTEE: Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, PA 15233
ATTENTION: Kim Kennedy

With a copy to: Babst Calland
Two Gateway Center
603 Stanwix St.
Pittsburgh, PA 15241
ATTENTION: Alyssa E. Golfieri, Esq.

20. Amendment. This Agreement may not be modified or amended except in a writing signed by each Party hereto.

21. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Pennsylvania. Each Party hereto agrees that all actions or proceedings arising in connection with this Agreement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in Allegheny County, Pennsylvania.

22. Counterparts. This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile, or by email in a PDF document, shall become one (1) integrated agreement enforceable on its terms.

23. Integration. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written.

24. No Waiver. No delay or failure on the part of either Party to invoke any available right, power, or remedy in respect to a breach of this Agreement shall be held or deemed to be a waiver by that Party of (or estop that Party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach.

25. Severability. Any provision of this Agreement that is invalid or unenforceable is ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

26. No Third-Party Beneficiaries. No right, duty, obligation, nor any section, provision, condition or other term of this Agreement shall create or be construed to create or confer an express or implied third-party beneficiary or benefit upon any person or entity other than the signatories to this Agreement.

27. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

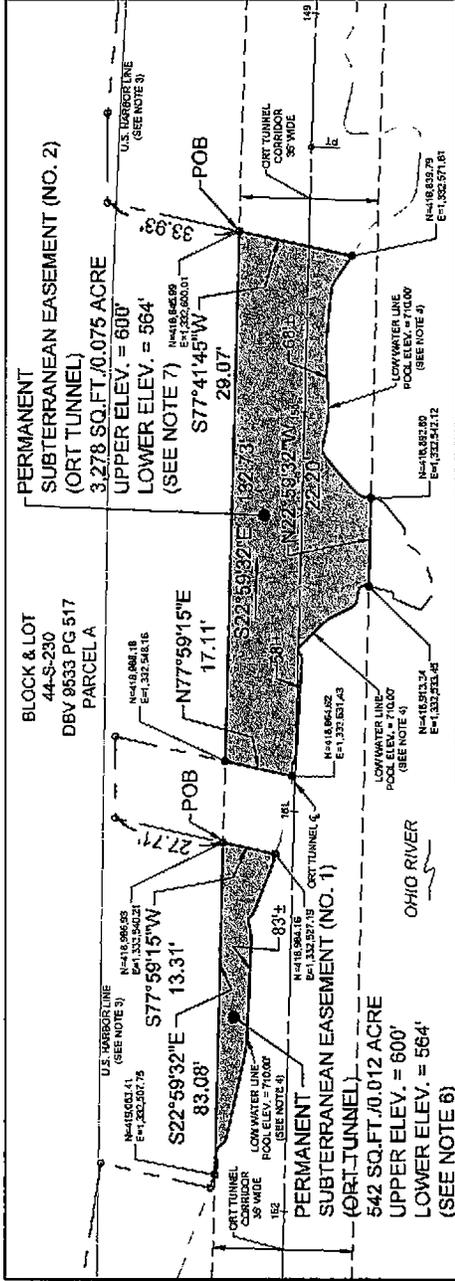
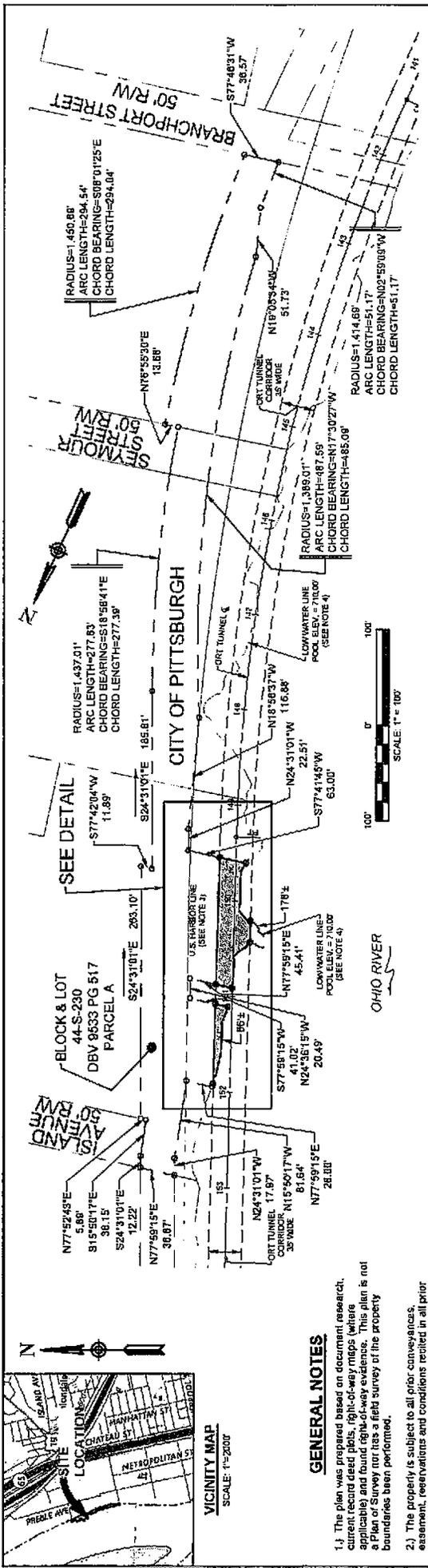
28. Home Rule Charter. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of Grantor thereunder is limited to zero (0) dollars.

29. Authorizing Resolution. This Agreement is entered into by Grantor pursuant to City of Pittsburgh Council Resolution 258, effective April 29, 2025

[Signatures to Follow]

EXHIBIT A

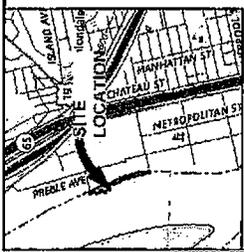
PLANS DEPICTING THE SUBTERRANEAN EASEMENT AND EASEMENT AREA



DETAIL

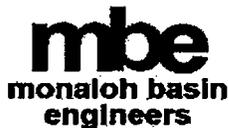
GENERAL NOTES

- 1.) The plan was prepared based on document research, current record deed plots, 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 other conveyances, easements, reservations and conditions recited in all prior conveyances.
- 3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River, U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26, 1941, and field located stations shown on the plan.
- 4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River, U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26, 1941, Pool Elevation of 710.00' and UDAR information from Pennsylvania Spatial Data Access (PSDA), United States Geological Survey (USGS) dated 2020.
- 5.) 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, NAVD 88.
- 6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (542 s.f.), and upper plane elevation of 600' and a lower plane elevation of 594'.
- 7.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (3,278 s.f.), and upper plane elevation of 600' and a lower plane elevation of 594'.
- 8.) Permanent subterranean easement or easements in the area(6) shown on the plan are here to for work and operations necessary or convenient for ALCOGAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



VICINITY MAP
SCALE: 1" = 200'

Surveyed by: Drawn by: Checked by:	REVISION NO. DATE DESCRIPTION	APPROVED DATE	ALLEGHENY COUNTY SANITARY AUTHORITY 27TH WARD, CITY OF PITTSBURGH COUNTY OF ALLEGHENY, PENNSYLVANIA CITY OF PITTSBURGH BLOCK LOT 44-S-230 PERMANENT SUBTERRANEAN EASEMENT EXHIBIT
ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOGAN PITTSBURGH, PENNSYLVANIA PITTSBURGH, PA 15220 (412) 786-4910 www.alcogan.org			CAD File Name: Date: Sheet: 1 OF 1
I, Barry M. Laska, Registered Professional Land Surveyor in the State of Pennsylvania, being duly sworn, depose and say that the foregoing information is true and correct to the best of my knowledge, information, and belief, and that I am a natural person who has not been convicted of a crime involving moral turpitude.			DATE: 04/18/2022 TIME: 11:52 AM



Permanent Subterranean Easement

Parcel ID: 44-S-230

Page 1 of 3

Permanent Subterranean Easement (No. 1) – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 600 feet, and the second of which is at an elevation of 564 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the easterly line of the Permanent Subterranean Easement and the westerly Property Line of the City of Pittsburgh, said point being distant 27.71' from a corner on the westerly Property Line of the City of Pittsburgh

Thence from said point of beginning along the lands of the City of Pittsburgh South 77°59'15" West a distance of 13.31' to a point at the Low Water Line of the Ohio River (Pool Elevation = 710.00');

Thence along the Low Water Line of the Ohio River in a northwesterly direction by its various courses a distance of 83'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the easterly line of the Permanent Subterranean Easement South 22°59'32" East a distance of 83.08' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 542 Square Feet. or 0.012 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that CSX Transportation, Inc, by their deed dated August 23, 1995 and recorded in Deed Book Volume 09533, Page 517 conveyed to the City of Pittsburgh.



Permanent Subterranean Easement

Parcel ID: 44-S-230

Page 2 of 3

Permanent Subterranean Easement (No. 2) – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and six vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 600 feet, and the second of which is at an elevation of 564 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the easterly line of the Permanent Subterranean Easement and the westerly Property Line of the City of Pittsburgh, said point being distant 33.93' from a corner on the westerly Property Line of the City of Pittsburgh

Thence from said point of beginning along the lands of the City of Pittsburgh South 77°41'45" West a distance of 29.07' to a point at the Low Water Line of the Ohio River (Pool Elevation = 710.00');

Thence along the Low Water Line of the Ohio River in a northwesterly direction by its various courses a distance of 68'± to a point at the intersection of the Low Water Line of the Ohio River and the westerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the westerly line of the Permanent Subterranean Easement North 22°59'32" West a distance of 22.20' to a point at the intersection of the westerly line of the Permanent and the Low Water Line of the Ohio River;

Thence along the Low Water Line of the Ohio River in a northwesterly direction by its various courses a distance of 58'± to a point at the intersection of the Low Water Line of the Ohio River and the westerly Property Line of the City of Pittsburgh;

Thence along the Property Line of the City of Pittsburgh North 77°59'15" East a distance of 17.11' to a point at the intersection of the westerly Property Line of the City of Pittsburgh and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh by the easterly line of the Permanent Subterranean Easement South 22°59'32" East a distance of 132.73' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 3,278 Square Feet, or 0.075 Acre of area more or less.

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\Subsurface Easement Exhibits\3364-01 - 44-S-230 Legal Description.docx

April 12, 2024



Permanent Subterranean Easement

Parcel ID: 44-S-230

Page 3 of 3

The six vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that CSX Transportation, Inc, by their deed dated August 23, 1995 and recorded in Deed Book Volume 09533, Page 517 conveyed to the City of Pittsburgh.

Brody M. Turno



EXHIBIT B
INSURANCE CERTIFICATES

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Allegheny County Sanitary Authority (Aloosan) 3300 Preble Ave Pittsburgh, PA 15233	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- 7-F-107
- 8-B-150
- 8-G-250
- 8-D-15
- 7-L-31
- 7-P-200

The City of Pittsburgh, its officers, officials, employees, and volunteers are included as additional insureds with respects to General Liability and Auto Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability.

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

ORT ADDENDUM 14
Section 01 32 13
Attachment 2.2
(15 Pages)

*** Electronically Filed Document ***

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

Department of Real Estate Stamp

Document Number: 2026-2370
Recorded As: ERX-DEED AGREEMENT
Recorded On: February 03, 2026
Recorded At: 09:26:16 am
Number of Pages: 15
Book-VI/Pg: Bk-DE VI-20314 Pg-101
Recording Fee: \$200.00
Parties:
PITTSBURGH CITY
ALLEGHENY COUNTY SANITARY AUTH
Receipt Number: 4549167
Processed By: Linda Sulecki

NOTE-

NOT A DEED OF TRANSFER

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

652664**DRE Certified****03-Feb-2026 08:56AM Int By: A G**

Please record and return to:

City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

SUBTERRANEAN EASEMENT AGREEMENT

This **SUBTERRANEAN EASEMENT AGREEMENT** (this "Agreement"), dated **October 28, 2025** (the "Effective Date"), by and between the **ALLEGHENY COUNTY SANITARY AUTHORITY**, a Pennsylvania municipal authority, (the "Grantee"), having an address at 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233, County of Allegheny, and the **CITY OF PITTSBURGH**, a municipal corporation of the Commonwealth of Pennsylvania, having an address at 414 Grant Street, Pittsburgh, Pennsylvania 15219 (the "Grantor"). Grantee and Grantor may be referred to in this Agreement individually as a "Party" or collectively as 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, Grantee is currently under a federal mandate to improve its sewer system and control stormwater overflows by separating runoff from the sanitary sewer system through the construction and implementation of a new regional tunnel system, with tunnel segments along the Ohio, Allegheny, and Monongahela Rivers approximately 150 feet below the surface, in order to reduce combined sewer flows by separating stormwater runoff from the sanitary sewer system (the "**Tunnel Project**"); and

WHEREAS, Grantor is the fee owner of certain land located in the City of Pittsburgh, County of Allegheny, Pennsylvania, currently designated as Allegheny County Lot and Block No. 7-A-195 (the "**Property**"); and

WHEREAS, in connection with the Tunnel Project, Grantee requires the acquisition of a subterranean easement under the Property; and

WHEREAS, Grantor is willing to grant a non-exclusive perpetual subterranean easement to Grantee for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project; and

WHEREAS, there will be no cost to the City in conjunction with Grantee's access to or use of the Property, the Subterranean Easement (as the term is defined herein), or the Easement Areas (as the term is defined herein).

NOW, THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500) and other good and valuable consideration provided by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals:** The recitals set forth above (the "**Recitals**"), including all terms referenced therein are hereby incorporated into the body of this Agreement as though set forth herein.
2. **Grant.** Grantor hereby grants and conveys to Grantee a non-exclusive perpetual subterranean easement (the "**Subterranean Easement**") in, under, and through the Property, as more particularly shown in **Exhibit A**, attached hereto and incorporated herein, including the area(s) encompassed within this Subterranean Easement, (the "**Easement Area**") for the benefit of Grantee. The Easement shall serve the following purposes described in the Recitals and as further set forth herein.
3. **Use.** Grantee may use the Subterranean Easement and Easement Area in strict accordance with **Exhibit A** for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project. The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.
4. **Access.** Grantee may, for the purposes set forth in Section 3, access the Subterranean Easement and Easement Area at any time.
5. **Plans.** On Grantor's request, Grantee shall provide Grantor with as-built drawings showing the location and depth of any improvements installed in the Subterranean Easement and Easement Area.
6. **No Disturbance of Surface; Restoration.** Grantee's activities in and use of the Subterranean Easement and Easement Area will in no way impact or disturb the surface of the Property, including but not limited to any buildings, structures, or other improvements on the Property's surface, or Grantor's ability to develop, build on, or otherwise improve the Property's surface. In the event that the surface of the Property's will be disturbed by Grantee's activities in the Subterranean Easement and Easement Area, Grantee shall promptly restore the ground surface of the Property, including pavements, driveways, sidewalks, fencing, trees, and any shrubs or grasses, and any subsurface fixtures, equipment or improvements, at Grantee's expense, to substantially the same condition than they were in prior to the disturbance.
7. **Compliance with Laws.** Grantor and Grantee shall remain in compliance with all applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee shall obtain all necessary federal, state, and local permits, licenses, and other authorizations required for its activities and operations in the Subterranean Easement and Easement Area.
8. **Costs and Expenses.** 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 Subterranean Easement and Easement Area.

9. Reservation of Rights. All right, title, and interest in and to the Subterranean Easement and Easement Area under this Agreement, which may be used and enjoyed without directly interfering with the rights conveyed by this Agreement, are reserved to Grantor.

10. Representations and Warranties. Grantor provides all rights hereunder in quitclaim and does not warrant any further title to the rights granted in this Agreement or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title under this Agreement solely at its own risk.

11. Grantor's Use of Property. Grantor reserves the right to use the area of the Property and the Easement Area in any manner and for any purpose that does not interfere with the rights granted herein, Grantee's Easement rights, or Grantee's use of the Easement Area.

12. Public Right-of-Way. This Agreement shall not be construed as providing any permanent or temporary access, easements, or other rights in any public right-of-way. The public rights-of-way are governed according to applicable law, including the permitting and regulatory jurisdiction of the City's Department of Mobility and Infrastructure ("DOMI"). For any activities arising hereunder within the public right-of-way, Grantee must seek any and all applicable permits from DOMI before commencing the same.

13. Transferability. The Parties to this Agreement hereby acknowledge and agree that the Subterranean Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, executors, administrators, representatives, successors, and assigns.

14. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting Party may seek any and all remedies permitted by law.

15. Indemnity and Hold Harmless. Grantee agrees, and shall require all contractors exercising any rights or permission granted under this Agreement to agree, to indemnify, save and hold harmless, and defend (if requested) Grantor and all of their officers, agents, and employees, from all suits, actions, causes of action and/or claims brought or raised against Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with any act, error, or omission of Grantee, in conjunction with the rights and permissions granted under this Agreement, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

Grantee shall require all contractors exercising any rights or permission granted under this Agreement to indemnify and defend (if requested) Grantor and all of their officers, agents and employees, from all suits, actions, causes of action and/or claims brought or raised against the Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with contractor acts or omissions, whether due to the use of defective materials or defective workmanship, or on account of any act, omission, or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers and it shall fully and finally release, indemnify and hold harmless the Grantor and its respective officers, directors, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, injuries, including death, damages, loss of property, costs,

and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from contractor's acts, errors, or omissions.

16. Grantor Not Liable. In no event shall Grantor be liable for any damage to or loss of personal property or equipment sustained by Grantee within the Subterranean Easement and Easement Area, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

17. Insurance. Grantee shall provide, and require all contractors entering the Easement Area to maintain, insurance in the amounts specified below and shall keep Grantor listed as an additional insured on both the general and automobile policy at all times:

- General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate
- Automobile Liability: \$1,000,000.00 (each accident)

Commercial General Liability: Grantee shall purchase and maintain for the duration of the contract general liability coverage on an occurrence basis with coverage at least as broad as the ISO form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall include the City of Pittsburgh, its officers, officials, employees, volunteers, and anyone else requested by Grantor as an Additional Insured via endorsements at least as broad as ISO form CG 20 10. The policy shall include a Waiver of Subrogation in favor of Grantor at least as broad as ISO Endorsement CG 24 04. The general liability policy must be made on an occurrence basis.

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18. Termination. This Easement may be terminated by Grantee through provision of written notice to Grantor by Grantee of its intent to terminate. This Easement may be terminated by Grantor upon material breach of the provisions of this Agreement, provided that Grantor first provides the Grantee with written notice describing the nature of such breach in reasonable detail and thirty (30) days from receipt

of said notice, or a reasonable period of time given the nature of the breach, to cure the breach to the reasonable satisfaction of the Grantor.

19. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below or to any other address that the receiving Party may designate from time to time in accordance with this section. Each Party shall deliver all Notices by certified or registered mail (in each case, return receipt requested, postage prepaid).

TO GRANTOR: City of Pittsburgh
Department of Public Works
301 City-County Building
414 Grant Street
Pittsburgh, PA 15219
ATTENTION: Director

With a copy to: City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

TO GRANTEE: Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, PA 15233
ATTENTION: Kim Kennedy

With a copy to: Babst Calland
Two Gateway Center
603 Stanwix St.
Pittsburgh, PA 15241
ATTENTION: Alyssa E. Golfieri, Esq.

20. Amendment. This Agreement may not be modified or amended except in a writing signed by each Party hereto.

21. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Pennsylvania. Each Party hereto agrees that all actions or proceedings arising in connection with this Agreement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in Allegheny County, Pennsylvania.

22. Counterparts. This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile, or by email in a PDF document, shall become one (1) integrated agreement enforceable on its terms.

23. Integration. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written.

24. No Waiver. No delay or failure on the part of either Party to invoke any available right, power, or remedy in respect to a breach of this Agreement shall be held or deemed to be a waiver by that Party of (or estop that Party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach.

25. Severability. Any provision of this Agreement that is invalid or unenforceable is ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

26. No Third-Party Beneficiaries. No right, duty, obligation, nor any section, provision, condition or other term of this Agreement shall create or be construed to create or confer an express or implied third-party beneficiary or benefit upon any person or entity other than the signatories to this Agreement.

27. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

28. Home Rule Charter. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of Grantor thereunder is limited to zero (0) dollars.

29. Authorizing Resolution. This Agreement is entered into by Grantor pursuant to City of Pittsburgh Council Resolution 258, effective April 29, 2025

[Signatures to Follow]

EXHIBIT A

PLANS DEPICTING THE SUBTERRANEAN EASEMENT AND EASEMENT AREA



Permanent Subterranean Easement

Parcel ID: 7-A-195

Page 1 of 1

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 604 feet, and the second of which is at an elevation of 568 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly Property Line of the City of Pittsburgh, said point being distant 72.33' from the northeasterly most corner of the lands of the City of Pittsburgh.

Thence from said point of beginning along the lands of the City of Pittsburgh South 77°28'15" West a distance of 10.63' to a point at the Low Water Line of the Ohio River (Pool Elevation 710.00');

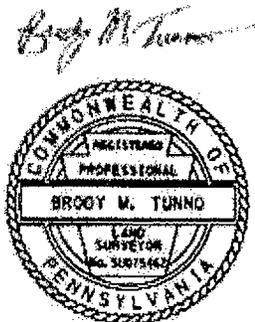
Thence along the Low Water Line of the Ohio River in a northwesterly direction by its various courses a distance of 49'± to a point at the intersection of the Low Water Line and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the easterly line of the Permanent Subterranean Easement South 40°35'40" East a distance of 52.82' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 265 Square Feet, or 0.006 Acre of area, more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being part of Block & Lot number 7-A-195, conveyed to the City of Pittsburgh by an unknown Deed Book Volume.



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\Subsurface Easement Exhibits\3364-01 - 7-A-195 Legal Description.docx

April 12, 2024

EXHIBIT B
INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Charter Oak Fire Insurance Company		25615
INSURER B: Travelers Indemnity Company of America		25666
INSURER C: Travelers Property Casualty Company of Ame		25674
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W41079131 **REVISION NUMBER:**

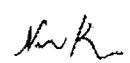
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	ZLP-16P48414-25-PB	05/16/2025	05/16/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	810-16P48414-TIA-25	05/16/2025	05/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			ZUP-16P48426-25-PB	05/16/2025	05/16/2026	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 10/17/2025 WITH ID: W41068423.

RE: Land Parcels
• 7-M-110-9
• 44-S-230
• 7-A-195

CERTIFICATE HOLDER **CANCELLATION**

City of Pittsburgh 301 City County Building 414 Grant Street Pittsburgh, PA 15219	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Allegheny County Sanitary Authority (Alcosan) 3300 Preble Ave Pittsburgh, PA 15233	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- 7-F-107
- 8-B-150
- 8-G-250
- 8-D-15
- 7-L-31
- 7-P-200

The City of Pittsburgh, its officers, officials, employees, and volunteers are included as additional insureds with respects to General Liability and Auto Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability.

Please record and return to:

City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

SUBTERRANEAN EASEMENT AGREEMENT

This **SUBTERRANEAN EASEMENT AGREEMENT** (this "Agreement"), dated January 27th, 2026 (the "Effective Date"), by and between the ALLEGHENY COUNTY SANITARY AUTHORITY, a Pennsylvania municipal authority, (the "Grantee"), having an address at 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233, County of Allegheny, and the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, having an address at 414 Grant Street, Pittsburgh, Pennsylvania 15219 (the "Grantor"). Grantee and Grantor may be referred to in this Agreement individually as a "Party" or collectively as 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, Grantee is currently under a federal mandate to improve its sewer system and control stormwater overflows by separating runoff from the sanitary sewer system through the construction and implementation of a new regional tunnel system, with tunnel segments along the Ohio, Allegheny, and Monongahela Rivers approximately 150 feet below the surface, in order to reduce combined sewer flows by separating stormwater runoff from the sanitary sewer system (the "Tunnel Project"); and

WHEREAS, Grantor is the fee owner of certain land located in the City of Pittsburgh, County of Allegheny, Pennsylvania, currently designated as Allegheny County Lot and Block No. 7-M-110-9 (the "Property"); and

WHEREAS, in connection with the Tunnel Project, Grantee requires the acquisition of a subterranean easement under the Property; and

WHEREAS, Grantor is willing to grant a non-exclusive perpetual subterranean easement to Grantee for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project; and

WHEREAS, there will be no cost to the City in conjunction with Grantee's access to or use of the Property, the Subterranean Easement (as the term is defined herein), or the Easement Areas (as the term is defined herein).

NOW, THEREFORE, in consideration of the sum of Nine Hundred Dollars (\$900) and other good and valuable consideration provided by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**: The recitals set forth above (the "**Recitals**"), including all terms referenced therein are hereby incorporated into the body of this Agreement as though set forth herein.

2. **Grant**. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual subterranean easement (the "**Subterranean Easement**") in, under, and through the Property, as more particularly shown in **Exhibit A**, attached hereto and incorporated herein, including the area(s) encompassed within this Subterranean Easement, (the "**Easement Area**") for the benefit of Grantee. The Easement shall serve the following purposes described in the Recitals and as further set forth herein.

3. **Use**. Grantee may use the Subterranean Easement and Easement Area in strict accordance with **Exhibit A** for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project. The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.

4. **Access**. Grantee may, for the purposes set forth in Section 3, access the Subterranean Easement and Easement Area at any time.

5. **Plans**. On Grantor's request, Grantee shall provide Grantor with as-built drawings showing the location and depth of any improvements installed in the Subterranean Easement and Easement Area.

6. **No Disturbance of Surface; Restoration**. Grantee's activities in and use of the Subterranean Easement and Easement Area will in no way impact or disturb the surface of the Property, including but not limited to any buildings, structures, or other improvements on the Property's surface, or Grantor's ability to develop, build on, or otherwise improve the Property's surface. In the event that the surface of the Property's will be disturbed by Grantee's activities in the Subterranean Easement and Easement Area, Grantee shall promptly restore the ground surface of the Property, including pavements, driveways, sidewalks, fencing, trees, and any shrubs or grasses, and any subsurface fixtures, equipment or improvements, at Grantee's expense, to substantially the same condition than they were in prior to the disturbance.

7. **Compliance with Laws**. Grantor and Grantee shall remain in compliance with all applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee shall obtain all necessary federal, state, and local permits, licenses, and other authorizations required for its activities and operations in the Subterranean Easement and Easement Area.

8. **Costs and Expenses**. 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 Subterranean Easement and Easement Area.

9. Reservation of Rights. All right, title, and interest in and to the Subterranean Easement and Easement Area under this Agreement, which may be used and enjoyed without directly interfering with the rights conveyed by this Agreement, are reserved to Grantor.

10. Representations and Warranties. Grantor provides all rights hereunder in quitclaim and does not warrant any further title to the rights granted in this Agreement or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title under this Agreement solely at its own risk.

11. Grantor's Use of Property. Grantor reserves the right to use the area of the Property and the Easement Area in any manner and for any purpose that does not interfere with the rights granted herein, Grantee's Easement rights, or Grantee's use of the Easement Area.

12. Public Right-of-Way. This Agreement shall not be construed as providing any permanent or temporary access, easements, or other rights in any public right-of-way. The public rights-of-way are governed according to applicable law, including the permitting and regulatory jurisdiction of the City's Department of Mobility and Infrastructure ("DOMI"). For any activities arising hereunder within the public right-of-way, Grantee must seek any and all applicable permits from DOMI before commencing the same.

13. Transferability. The Parties to this Agreement hereby acknowledge and agree that the Subterranean Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, executors, administrators, representatives, successors, and assigns.

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and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from contractor's acts, errors, or omissions.

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of said notice, or a reasonable period of time given the nature of the breach, to cure the breach to the reasonable satisfaction of the Grantor.

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301 City-County Building
414 Grant Street
Pittsburgh, PA 15219
ATTENTION: Director

With a copy to: City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

TO GRANTEE: Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, PA 15233
ATTENTION: Kim Kennedy

With a copy to: Babst Calland
Two Gateway Center
603 Starwix St.
Pittsburgh, PA 15241
ATTENTION: Alyssa E. Golfieri, Esq.

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23. Integration. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written.

24. No Waiver. No delay or failure on the part of either Party to invoke any available right, power, or remedy in respect to a breach of this Agreement shall be held or deemed to be a waiver by that Party of (or estop that Party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach.

25. Severability. Any provision of this Agreement that is invalid or unenforceable is ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

26. No Third-Party Beneficiaries. No right, duty, obligation, nor any section, provision, condition or other term of this Agreement shall create or be construed to create or confer an express or implied third-party beneficiary or benefit upon any person or entity other than the signatories to this Agreement.

27. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

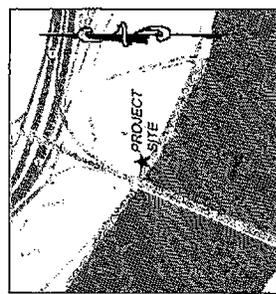
28. Home Rule Charter. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of Grantor thereunder is limited to zero (0) dollars.

29. Authorizing Resolution. This Agreement is entered into by Grantor pursuant to City of Pittsburgh Council Resolution 258, effective April 29, 2025

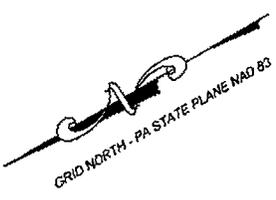
[Signatures to Follow]

EXHIBIT A

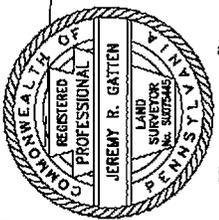
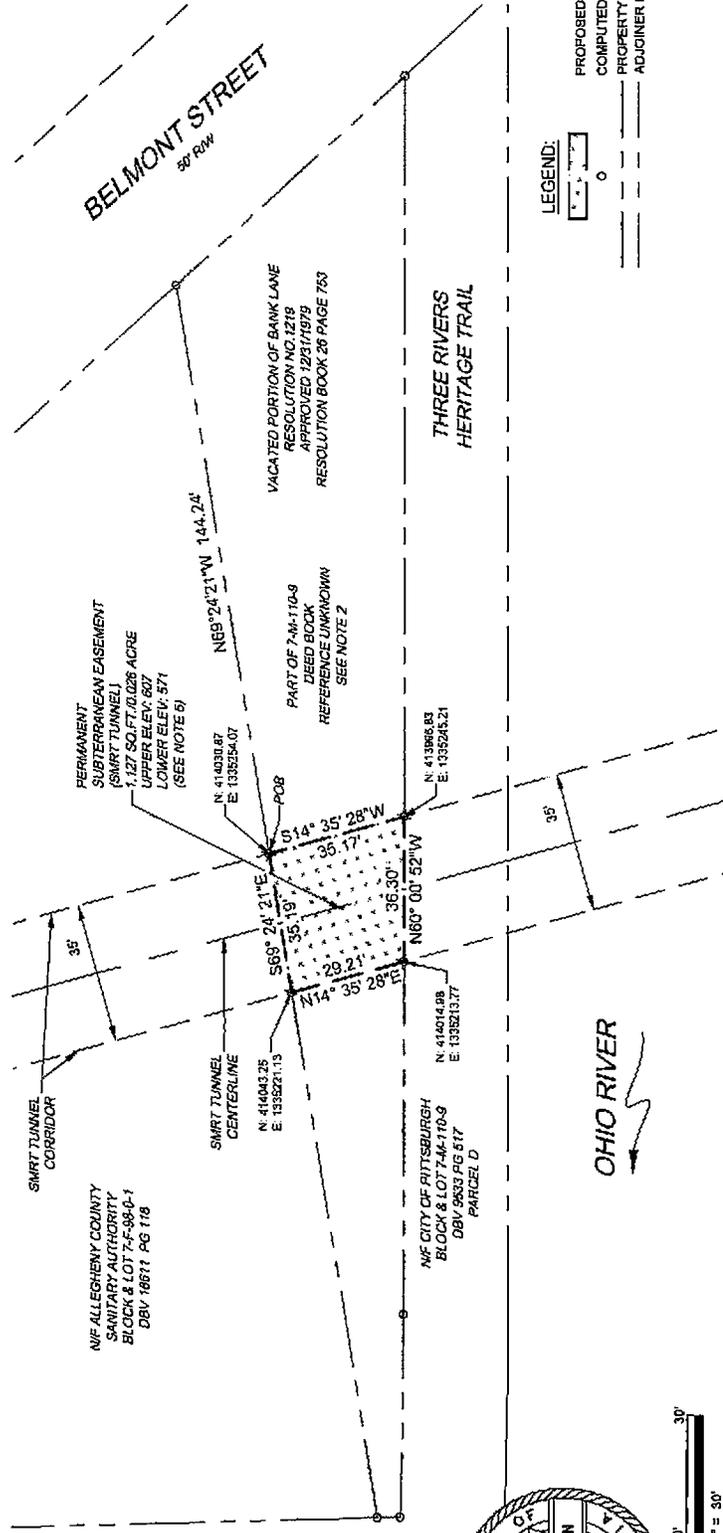
PLANS DEPICTING THE SUBTERRANEAN EASEMENT AND EASEMENT AREA



VICINITY MAP
NOT TO SCALE



- NOTES:
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN IS BASED ON A FIELD SURVEY PERFORMED BY SCYTEK CONSULTANTS, INC., COMPLETED IN AUGUST 2020.
 - THE SOURCE OF TITLE FOR THE SUBJECT TRACT IS UNKNOWN; THE ALLEGHENY COUNTY GIS INFORMATION SHOWS THIS PARCEL AS BEING PART OF MBL 7-44-110-9, OWNER NAME: CITY OF PITTSBURGH, AND THE ALLEGHENY COUNTY DEPARTMENT OF REAL ESTATE LISTS DBV #533, PG 517 AS THE SOURCE OF TITLE. HOWEVER, THE METES AND BOUNDS DESCRIBED DO NOT INCLUDE THE SUBJECT TRACT WITHIN.
 - HORIZONTAL DATUM: PA STATE PLANE COORDINATES (SOUTH ZONE) NAD83(2011); VERTICAL DATUM: NAVD83 (GEOID 16); GRID NORTH, BEARINGS AND ELEVATIONS WERE DERIVED FROM THE KEYNET GPS VRS NETWORK. THE STATE PLANE COORDINATES HAVE BEEN SCALED TO GROUND FROM A POINT AT N: 414081.85 AND E: 1335222.01 USING A COMBINED FACTOR OF 1.0000598987.
 - SURVEY MEASUREMENTS WERE MADE IN US SURVEY FEET (US FT).
 - STREET RIGHT-OF-WAY WIDTHS OBTAINED FROM THE CITY OF PITTSBURGH DEPARTMENT OF PUBLIC WORKS.
 - THE PERMANENT SUBTERRANEAN EASEMENT CONTAINS THE VOLUME BOUNDED BY THE PROJECTION OF THE METES AND BOUNDS DESCRIBED HEREON (11,343 S.F.), AND UPPER PLANE ELEVATION OF 607' AND A LOWER PLANE ELEVATION OF 571'.
 - PERMANENT SUBTERRANEAN EASEMENT OR EASEMENTS IN THE AREA(S) SHOWN ON THE PLAN ARE HERETO FOR WORK AND OPERATIONS NECESSARY OR CONVENIENT FOR ALCOASNS PLANNING, IMPLEMENTATION, EXECUTION, CONSTRUCTION, INSTALLATION, AND COMPLETION OF THE PROJECT, ACROSS AND THE THROUGH THE PROPERTY.



Surveyed by: J. BLACK	REVISION	APPV	Contract: 18-845
Drawn by: J. BLACK	DESCRIPTION		CAD File Name: "2020SR0019.dwg"
Checked by: J. GATTEN			Date: 3/14/2025
			Sheet: 1 of 1

 AICOSAN ALLEGHENY COUNTY SANITARY AUTHORITY 3300 PREBLE AVE. PITTSBURGH, PA 15203 (412) 780-4670 www.aicosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY REGIONAL CONVEYANCE SYSTEM 21 ST WARD, CITY OF PITTSBURGH COUNTY OF ALLEGHENY, PENNSYLVANIA PERMANENT EASEMENT EXHIBIT ACROSS LAND OF CITY OF PITTSBURGH PART OF 7-44-110-9
---	--

 SCYTEK CONSULTANTS, INC. 1000 W. 10TH ST., PITTSBURGH, PA 15204 PHONE: (412) 371-4400 FAX: (412) 371-4446 www.schtek.com	J. Jeremy R. Gatten, a Licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certifies, to the best of my knowledge, information and belief, that this plan is correct and has been surveyed and prepared by me or under my direct supervision. Date: 3-14-25 J. Gatten, PLS #50075415
--	--

Permanent Subterranean Easement – SMRT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and four vertical planes so as to be a polyhedron, being more particularly described as follows:

The two parallel horizontal planes on the North American Vertical Datum of 1988, the first of which is at an elevation of 607 feet, and the second of which is at an elevation of 571 feet, each of which is bounded as follows:

Beginning at a point on the northerly line of parcel 7-M-110-9 owned by the City of Pittsburgh, said point being North 69°24'21" West a distance of 144.24 feet from the intersection of the northerly property line of parcel 7-M-110-9 and the westerly right-of-way line of Belmont Street (50' wide);

Thence from said point of beginning crossing the lands of the City of Pittsburgh the following 3 courses and distances:

South 14°35'28" West a distance of 35.17 feet to a point;

North 60°00'52" West a distance of 36.30 feet to a point;

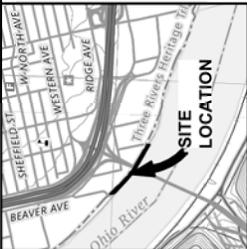
North 14°35'28" East a distance of 29.21 feet to a point on the northerly property line of the City of Pittsburgh;

Thence along northerly property line of the City of Pittsburgh South 69°24'21" East a distance of 35.19' to the point of beginning.

Each said horizontal plane containing within its said bounds 1,127 square feet, or 0.026 acre of area more or less, as depicted on a map titled Permanent Easement Exhibit across land of City of Pittsburgh part of 7-M-110-9 for Allegheny County Sanitary Authority, by Sci-Tek Consultants, Inc., signed and sealed by Jeremy R. Gatten, PLS on 3/14/2025.

The four vertical planes are those that connect to the boundaries of the two horizontal planes described above so as to fully enclose the polyhedron.

Being part of parcel 7-M-110-9 owned by the city of Pittsburgh.



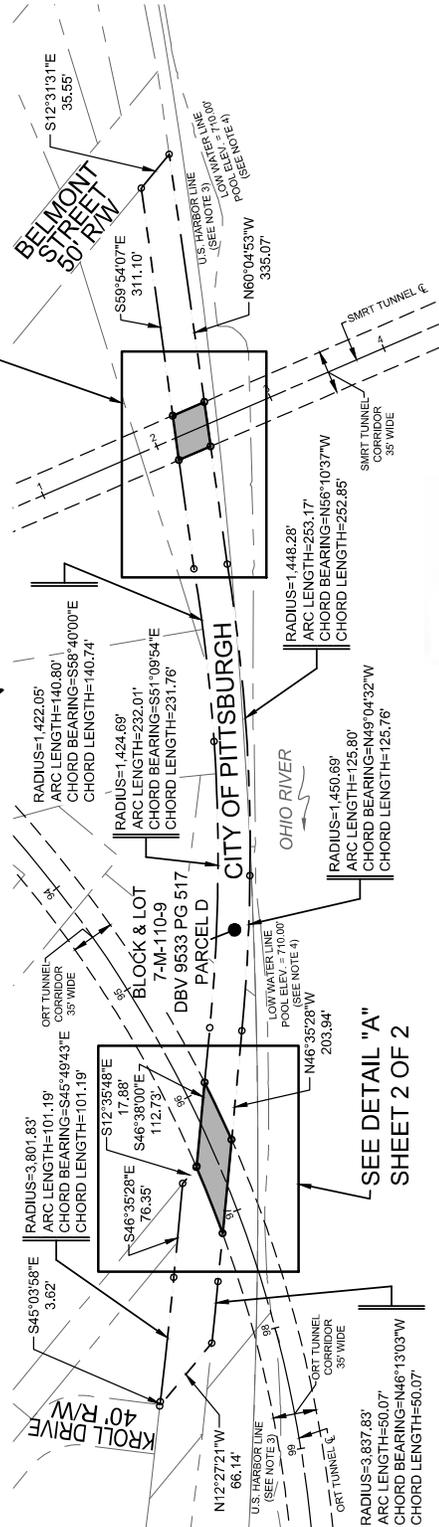
VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES

- The plan was prepared based on document research, current record deed plots, 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.
- The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.
- The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River, U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26, 1941, and field located stations shown on the plan.
- The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River, U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26, 1941, and field located stations shown on the plan.
- 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, NAVD 88.
- Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN'S planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.

SEE DETAIL "B"
SHEET 2 OF 2

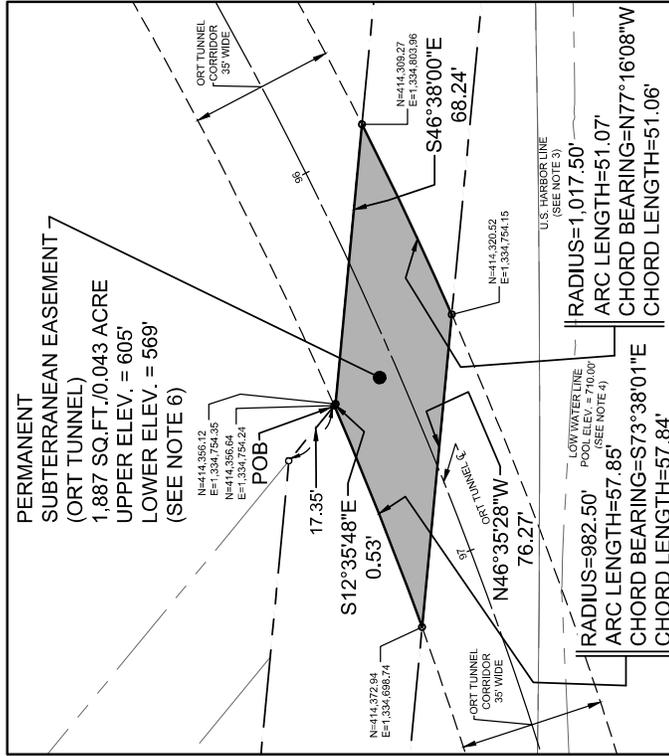
SEE DETAIL "A"
SHEET 2 OF 2



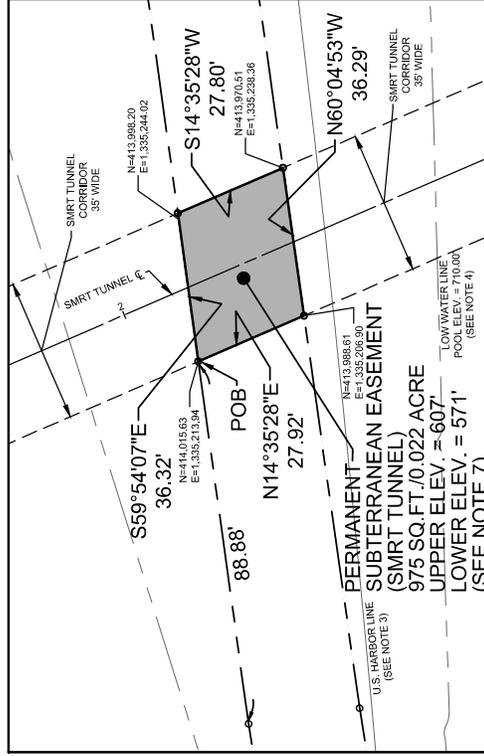
Surveyed by: MBE Drawn by: BPP Checked by: BMT	<table border="1"> <thead> <tr> <th>REV. No.</th> <th>DATE</th> <th>REVISION</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV. No.	DATE	REVISION	DESCRIPTION					<table border="1"> <tr> <td> 1. Brody W. Timms, a Licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certifies, to the best of his knowledge and belief, that the foregoing is a true and correct copy of the original plan and has been surveyed and prepared by me or under my direct supervision. Brody W. Timms, P.L.S. #20170424 Date: 04/12/2024 </td> <td> alcosan ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN 3300 PHIBEE AVE PITTSBURGH, PENNSYLVANIA 15201-1103 (412) 768-4810 www.alcosan.org </td> <td> ALLEGHENY COUNTY SANITARY AUTHORITY 21ST WARD, CITY OF PITTSBURGH COUNTY OF ALLEGHENY, PENNSYLVANIA CITY OF PITTSBURGH BLOCK & LOT 7-A-M-110-9 PERMANENT SUBTERRANEAN EASEMENT EXHIBIT </td> <td> Contract: S485 CAD File name: 412-110-9-Subsurface Easement Exhibit.dwg Date: 04/12/2024 Sheet: 1 OF 2 </td> </tr> </table>	1. Brody W. Timms, a Licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certifies, to the best of his knowledge and belief, that the foregoing is a true and correct copy of the original plan and has been surveyed and prepared by me or under my direct supervision. Brody W. Timms, P.L.S. #20170424 Date: 04/12/2024	alcosan ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSAN 3300 PHIBEE AVE PITTSBURGH, PENNSYLVANIA 15201-1103 (412) 768-4810 www.alcosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY 21ST WARD, CITY OF PITTSBURGH COUNTY OF ALLEGHENY, PENNSYLVANIA CITY OF PITTSBURGH BLOCK & LOT 7-A-M-110-9 PERMANENT SUBTERRANEAN EASEMENT EXHIBIT	Contract: S485 CAD File name: 412-110-9-Subsurface Easement Exhibit.dwg Date: 04/12/2024 Sheet: 1 OF 2
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GENERAL NOTES

- 1.) The plan was prepared based on document research, current record deed plots, 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, easement, reservations and conditions recited in all prior conveyances.
- 3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26, 1941, and field located stations shown on the plan.
- 4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26, 1941, Pool Elevation of 710.00' and LIDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.
- 5.) 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, NAVD 88.
- 6.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (1.887 s.f.), and upper plane elevation of 605' and a lower plane elevation of 569'.
- 7.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described hereon (975 s.f.), and upper plane elevation of 607' and a lower plane elevation of 571'.
- 8.) Permanent subterranean easement or easements in the area(s) shown on the plan are hereto for work and operations necessary or convenient for ALCOSAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL "A"
 SCALE: 1" = 30'



DETAIL "B"
 SCALE: 1" = 30'

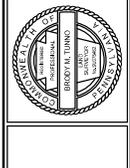
Surveyed by:	MBE	APPV
Drawn by:	BPP	
Checked by:	BMT	

I, Brody W. Turner, a Licensed Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certify, to the best of my knowledge and belief, that the foregoing is a true and correct copy of the original and has been surveyed and prepared by me or under my direct supervision.

Brody W. Turner
 Brody W. Turner, P.L.S. #60792497

Date: 04/17/2024

mbe
 monolith cabin engineers
 Campells Run Business Center
 380 Broad Street
 Pittsburgh, PA 15205
 Office: 412-788-2433 Fax: 412-782-2295
 www.mbe-engineers.com



ARLETTA SCOTT WILLIAMS
 EXECUTIVE DIRECTOR, ALCOSAN
 3300 PREBLE AVE
 PITTSBURGH, PENNSYLVANIA
 PITTSBURGH, PA 15205
 (412) 768-4810
 www.alcosan.org

ALLEGHENY COUNTY SANITARY AUTHORITY
 21ST WARD, CITY OF PITTSBURGH
 COUNTY OF ALLEGHENY, PENNSYLVANIA
CITY OF PITTSBURGH
 BLOCK & LOT 7-M-110-3
**PERMANENT SUBTERRANEAN
 EASEMENT EXHIBIT**

Contract: S485
 CAD File Name: ALCOSAN Subterranean Easement Exhibit.dwg
 Date: 04/17/2024
 Sheet: 2 OF 2



Permanent Subterranean Easement

Parcel ID: 7-M-110-9

Page 1 of 3

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and four vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 605 feet, and the second of which is at an elevation of 569 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly line of the Permanent Subterranean Easement and the easterly Property Line of the City of Pittsburgh, said point being distant 17.35' from a corner on easterly Property Line of the City of Pittsburgh;

Thence from said point of beginning along the easterly Property Line of the City of Pittsburgh South 12°35'48" East a distance of 0.53' to a point;

Thence continuing along the easterly Property Line of the City of Pittsburgh South 46°38'00" East a distance of 68.24' to a point at the intersection of the easterly Property Line of the City of Pittsburgh and the southerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the southerly line of the Permanent Subterranean Easement by curve to the right having a Radius of 1,017.50' an Arc Length of 51.07' and a Chord Bearing of North 77°16'08" West 51.06' to a point at the intersection of the southerly line of the Permanent Subterranean Easement and the westerly Property Line of the City of Pittsburgh;

Thence along the westerly Property Line of the City of Pittsburgh North 46°35'28" West a distance of 76.27' to a point at the intersection of the westerly Property Line of the City of Pittsburgh and the northerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the northerly line of the Permanent Subterranean Easement by a curve to the left having a Radius of 982.50' and Arc Length of 57.85' and a Chord Bearing of South 73°38'01" East 57.84' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 1,887 Square Feet, or 0.043 Acre of area more or less.

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\Subsurface Easement Exhibits\3364-01 - 7-M-110-9 Legal Description.docx

April 12, 2024



Permanent Subterranean Easement

Parcel ID: 7-M-110-9

Page 2 of 3

The four vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that CSX Transportation, Inc. by their deed dated August 23, 1995 and recorded in Deed Book Volume 09533, Page 517 conveyed to the City of Pittsburgh.

Permanent Subterranean Easement – SMRT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal plans and four vertical planes so as to be a polyhedron, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 607 feet, and the second of which is at an elevation of 571 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly line of the Permanent Subterranean Easement and the easterly Property Line of the City of Pittsburgh, said point being distant 88.88' from a corner on easterly Property Line of the City of Pittsburgh;

Thence from said point of beginning along easterly Property Line of the City of Pittsburgh South 59°54'07" East a distance of 36.32' to a point at the intersection of the easterly Property Line of the City of Pittsburgh and the southerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the southerly line of the Permanent Subterranean Easement South 14°35'28" West a distance of 27.80' to a point at the intersection of the southerly line of the Permanent Subterranean Easement and the westerly Property Line of the City of Pittsburgh;

Thence along the westerly Property Line of the City of Pittsburgh North 60°04'53" West a distance of 36.29' to a point at the intersection of the westerly Property Line of the City of Pittsburgh and the northerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the northerly line of the Permanent Subterranean Easement North 14°35'28" East a distance of 27.92' 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\Subsurface Easement Exhibits\3364-01 - 7-M-110-9 Legal Description.docx

April 12, 2024

EXHIBIT B
INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Allegheny County Sanitary Authority (Aloosan) 3300 Preble Ave Pittsburgh, PA 15233	INSURER A: The Charter Oak Fire Insurance Company NAIC# 25615	
	INSURER B: Travelers Indemnity Company of America 25666	
	INSURER C: Travelers Property Casualty Company of Ame 25674	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W41079131 **REVISION NUMBER:**

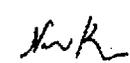
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZLP-16P48414-25-PB	05/16/2025	05/16/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	810-16P48414-TXA-25	05/16/2025	05/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP-16P48426-25-PB	05/16/2025	05/16/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 10/17/2025 WITH ID: W41068423.

RE: Land Parcels
• 7-M-110-9
• 44-S-230
• 7-A-195

CERTIFICATE HOLDER **CANCELLATION**

City of Pittsburgh 301 City County Building 414 Grant Street Pittsburgh, PA 15219	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Allegheny County Sanitary Authority (Alcoosan) 3300 Prable Ave Pittsburgh, PA 15233	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- 7-F-107
- 8-B-150
- 8-G-250
- 8-D-15
- 7-I-31
- 7-P-200

The City of Pittsburgh, its officers, officials, employees, and volunteers are included as additional insureds with respects to General Liability and Auto Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability.

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

ORT ADDENDUM 14
Section 01 32 13
Attachment 2.4
(15 Pages)

*** Electronically Filed Document ***

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

Department of Real Estate Stamp

Document Number: 2026-2372
Recorded As: ERX-DEED AGREEMENT
Recorded On: February 03, 2026
Recorded At: 09:26:57 am
Number of Pages: 15
Book-VI/Pg: Bk-DE VI-20314 Pg-133
Recording Fee: \$200.00
Parties:
PITTSBURGH CITY
ALLEGHENY COUNTY SANITARY AUTH
Receipt Number: 4549169
Processed By: Laura Snyder

NOTE-

NOT A DEED OF TRANSFER

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

652662

DRE Certified

03-Feb-2026 08:56AM Int By: T G

Please record and return to:

City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

SUBTERRANEAN EASEMENT AGREEMENT

This **SUBTERRANEAN EASEMENT AGREEMENT** (this "**Agreement**"), dated **October 28, 2025** (the "**Effective Date**"), by and between the **ALLEGHENY COUNTY SANITARY AUTHORITY**, a Pennsylvania municipal authority, (the "**Grantee**"), having an address at 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233, County of Allegheny, and the **CITY OF PITTSBURGH**, a municipal corporation of the Commonwealth of Pennsylvania, having an address at 414 Grant Street, Pittsburgh, Pennsylvania 15219 (the "**Grantor**"). Grantee and Grantor may be referred to in this Agreement individually as a "**Party**" or collectively as 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, Grantee is currently under a federal mandate to improve its sewer system and control stormwater overflows by separating runoff from the sanitary sewer system through the construction and implementation of a new regional tunnel system, with tunnel segments along the Ohio, Allegheny, and Monongahela Rivers approximately 150 feet below the surface, in order to reduce combined sewer flows by separating stormwater runoff from the sanitary sewer system (the "**Tunnel Project**"); and

WHEREAS, Grantor is the fee owner of certain land located in the City of Pittsburgh, County of Allegheny, Pennsylvania, currently designated as Allegheny County Lot and Block No. 7-F-107 (the "**Property**"); and

WHEREAS, in connection with the Tunnel Project, Grantee requires the acquisition of a subterranean easement under the Property; and

WHEREAS, Grantor is willing to grant a non-exclusive perpetual subterranean easement to Grantee for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project; and

WHEREAS, there will be no cost to the City in conjunction with Grantee's access to or use of the Property, the Subterranean Easement (as the term is defined herein), or the Easement Areas (as the term is defined herein).

NOW, THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500) and other good and valuable consideration provided by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals: The recitals set forth above (the "**Recitals**"), including all terms referenced therein are hereby incorporated into the body of this Agreement as though set forth herein.
2. Grant. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual subterranean easement (the "**Subterranean Easement**") in, under, and through the Property, as more particularly shown in **Exhibit A**, attached hereto and incorporated herein, including the area(s) encompassed within this Subterranean Easement, (the "**Easement Area**") for the benefit of Grantee. The Easement shall serve the following purposes described in the Recitals and as further set forth herein.
3. Use. Grantee may use the Subterranean Easement and Easement Area in strict accordance with **Exhibit A** for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project. The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.
4. Access. Grantee may, for the purposes set forth in Section 3, access the Subterranean Easement and Easement Area at any time.
5. Plans. On Grantor's request, Grantee shall provide Grantor with as-built drawings showing the location and depth of any improvements installed in the Subterranean Easement and Easement Area.
6. No Disturbance of Surface; Restoration. Grantee's activities in and use of the Subterranean Easement and Easement Area will in no way impact or disturb the surface of the Property, including but not limited to any buildings, structures, or other improvements on the Property's surface, or Grantor's ability to develop, build on, or otherwise improve the Property's surface. In the event that the surface of the Property's will be disturbed by Grantee's activities in the Subterranean Easement and Easement Area, Grantee shall promptly restore the ground surface of the Property, including pavements, driveways, sidewalks, fencing, trees, and any shrubs or grasses, and any subsurface fixtures, equipment or improvements, at Grantee's expense, to substantially the same condition than they were in prior to the disturbance.
7. Compliance with Laws. Grantor and Grantee shall remain in compliance with all applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee shall obtain all necessary federal, state, and local permits, licenses, and other authorizations required for its activities and operations in the Subterranean Easement and Easement Area.
8. Costs and Expenses. 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 Subterranean Easement and Easement Area.

9. Reservation of Rights. All right, title, and interest in and to the Subterranean Easement and Easement Area under this Agreement, which may be used and enjoyed without directly interfering with the rights conveyed by this Agreement, are reserved to Grantor.

10. Representations and Warranties. Grantor provides all rights hereunder in quitclaim and does not warrant any further title to the rights granted in this Agreement or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title under this Agreement solely at its own risk.

11. Grantor's Use of Property. Grantor reserves the right to use the area of the Property and the Easement Area in any manner and for any purpose that does not interfere with the rights granted herein, Grantee's Easement rights, or Grantee's use of the Easement Area.

12. Public Right-of-Way. This Agreement shall not be construed as providing any permanent or temporary access, easements, or other rights in any public right-of-way. The public rights-of-way are governed according to applicable law, including the permitting and regulatory jurisdiction of the City's Department of Mobility and Infrastructure ("DOMI"). For any activities arising hereunder within the public right-of-way, Grantee must seek any and all applicable permits from DOMI before commencing the same.

13. Transferability. The Parties to this Agreement hereby acknowledge and agree that the Subterranean Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, executors, administrators, representatives, successors, and assigns.

14. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting Party may seek any and all remedies permitted by law.

15. Indemnity and Hold Harmless. Grantee agrees, and shall require all contractors exercising any rights or permission granted under this Agreement to agree, to indemnify, save and hold harmless, and defend (if requested) Grantor and all of their officers, agents, and employees, from all suits, actions, causes of action and/or claims brought or raised against Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with any act, error, or omission of Grantee, in conjunction with the rights and permissions granted under this Agreement, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

Grantee shall require all contractors exercising any rights or permission granted under this Agreement to indemnify and defend (if requested) Grantor and all of their officers, agents and employees, from all suits, actions, causes of action and/or claims brought or raised against the Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with contractor acts or omissions, whether due to the use of defective materials or defective workmanship, or on account of any act, omission, or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers and it shall fully and finally release, indemnify and hold harmless the Grantor and its respective officers, directors, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, injuries, including death, damages, loss of property, costs,

and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from contractor's acts, errors, or omissions.

16. Grantor Not Liable. In no event shall Grantor be liable for any damage to or loss of personal property or equipment sustained by Grantee within the Subterranean Easement and Easement Area, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

17. Insurance. Grantee shall provide, and require all contractors entering the Easement Area to maintain, insurance in the amounts specified below and shall keep Grantor listed as an additional insured on both the general and automobile policy at all times:

General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate

Automobile Liability: \$1,000,000.00 (each accident)

Commercial General Liability: Grantee shall purchase and maintain for the duration of the contract general liability coverage on an occurrence basis with coverage at least as broad as the ISO form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall include the City of Pittsburgh, its officers, officials, employees, volunteers, and anyone else requested by Grantor as an Additional Insured via endorsements at least as broad as ISO form CG 20 10. The policy shall include a Waiver of Subrogation in favor of Grantor at least as broad as ISO Endorsement CG 24 04. The general liability policy must be made on an occurrence basis.

Automobile Liability: Grantee shall purchase and maintain for the duration of the contract automobile liability with a limit of no less than \$1,000,000 per accident for bodily injury and property damage with respect to the operations of any owned, hired and non-owned vehicles used in the performance of the work. If Grantee has no owned vehicles, hired and non-owned auto liability must be provided. The policy shall name the City of Pittsburgh as an additional insured. The policy shall contain a Waiver of Subrogation in favor of Grantor.

In the event that Grantee hires any contractors to carry out work related to this Agreement, Grantee shall require such contractors to maintain insurance in the amounts set forth in this section and also identifying the City as an additional insured. For clarity, during the construction phase of the Project, the contractor's insurance will be treated as the primary policy, with Grantee's insurance serving as excess coverage. Upon completion of construction, Grantee's insurance shall become the primary policy.

18. Termination. This Easement may be terminated by Grantee through provision of written notice to Grantor by Grantee of its intent to terminate. This Easement may be terminated by Grantor upon material breach of the provisions of this Agreement, provided that Grantor first provides the Grantee with written notice describing the nature of such breach in reasonable detail and thirty (30) days from receipt

of said notice, or a reasonable period of time given the nature of the breach, to cure the breach to the reasonable satisfaction of the Grantor.

19. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below or to any other address that the receiving Party may designate from time to time in accordance with this section. Each Party shall deliver all Notices by certified or registered mail (in each case, return receipt requested, postage prepaid).

TO GRANTOR: City of Pittsburgh
Department of Public Works
301 City-County Building
414 Grant Street
Pittsburgh, PA 15219
ATTENTION: Director

With a copy to: City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

TO GRANTEE: Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, PA 15233
ATTENTION: Kim Kennedy

With a copy to: Babst Calland
Two Gateway Center
603 Stanwix St.
Pittsburgh, PA 15241
ATTENTION: Alyssa E. Golfieri, Esq.

20. Amendment. This Agreement may not be modified or amended except in a writing signed by each Party hereto.

21. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Pennsylvania. Each Party hereto agrees that all actions or proceedings arising in connection with this Agreement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in Allegheny County, Pennsylvania.

22. Counterparts. This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile, or by email in a PDF document, shall become one (1) integrated agreement enforceable on its terms.

23. Integration. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written.

24. No Waiver. No delay or failure on the part of either Party to invoke any available right, power, or remedy in respect to a breach of this Agreement shall be held or deemed to be a waiver by that Party of (or estop that Party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach.

25. Severability. Any provision of this Agreement that is invalid or unenforceable is ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

26. No Third-Party Beneficiaries. No right, duty, obligation, nor any section, provision, condition or other term of this Agreement shall create or be construed to create or confer an express or implied third-party beneficiary or benefit upon any person or entity other than the signatories to this Agreement.

27. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

28. Home Rule Charter. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of Grantor thereunder is limited to zero (0) dollars.

29. Authorizing Resolution. This Agreement is entered into by Grantor pursuant to City of Pittsburgh Council Resolution 258, effective April 29, 2025

[Signatures to Follow]

EXHIBIT A

PLANS DEPICTING THE SUBTERRANEAN EASEMENT AND EASEMENT AREA



Permanent Subterranean Easement

Parcel ID: 7-F-107

Page 1 of 1

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 606 feet, and the second of which is at an elevation of 570 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the easterly line of North Point Drive (50' wide) and the northerly line of North Point Drive (60' wide);

Thence from said point of beginning along the easterly line of North Point Drive North $12^{\circ}35'48''$ West a distance of 4.50' to a point at the intersection of the easterly line of North Point Drive and the northerly line of the Permanent Subterranean Easement;

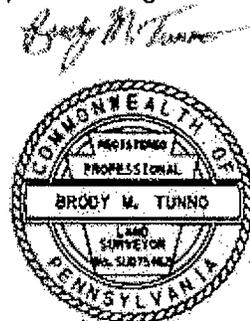
Thence through the lands of the City of Pittsburgh by a curve to the left having a Radius of 982.50' an Arc Length of 25.44' and a Chord Bearing of North $87^{\circ}58'08''$ East a distance of 25.44' to a point at the intersection of the northerly line of the Permanent Subterranean Easement and the northerly line of North Point Drive;

Thence along the northerly line of North Point Drive South $77^{\circ}47'29''$ West a distance of 25.01' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 55 Square Feet, or 0.001 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Treasurer, City of Pittsburgh by its deed dated February 06, 1995 and recorded in City Treasurer's Deed Book 16, Page 137 conveyed to the City of Pittsburgh.



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\Subsurface Easement Exhibits\3364-01 - 7-F-107 Legal Description.docx

April 12, 2024

EXHIBIT B
INSURANCE CERTIFICATES

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Allegheny County Sanitary Authority (Alcosan) 3300 Preble Ave Pittsburgh, PA 15233	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- 7-F-107
- 8-B-150
- 8-G-250
- 8-D-15
- 7-L-31
- 7-P-200

The City of Pittsburgh, its officers, officials, employees, and volunteers are included as additional insureds with respects to General Liability and Auto Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability.

ORT ADDENDUM 14

Section 01 32 13
Attachment 2.5
(16 Pages)

652471

DRE Certified
30-Jan-2026 04:13P\Int By: S S

Please record and return to:

City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

SUBTERRANEAN EASEMENT AGREEMENT

This **SUBTERRANEAN EASEMENT AGREEMENT** (this "Agreement"), dated January 27th, 2026 (the "Effective Date"), by and between the ALLEGHENY COUNTY SANITARY AUTHORITY, a Pennsylvania municipal authority, (the "Grantee"), having an address at 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233, County of Allegheny, and the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, having an address at 414 Grant Street, Pittsburgh, Pennsylvania 15219 (the "Grantor"). Grantee and Grantor may be referred to in this Agreement individually as a "Party" or collectively as 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, Grantee is currently under a federal mandate to improve its sewer system and control stormwater overflows by separating runoff from the sanitary sewer system through the construction and implementation of a new regional tunnel system, with tunnel segments along the Ohio, Allegheny, and Monongahela Rivers approximately 150 feet below the surface, in order to reduce combined sewer flows by separating stormwater runoff from the sanitary sewer system (the "**Tunnel Project**"); and

WHEREAS, Grantor is the fee owner of certain land located in the City of Pittsburgh, County of Allegheny, Pennsylvania, currently designated as Allegheny County Lot and Block No. 8-B-150 (the "**Property**"); and

WHEREAS, in connection with the Tunnel Project, Grantee requires the acquisition of a subterranean easement under the Property; and

WHEREAS, Grantor is willing to grant a non-exclusive perpetual subterranean easement to Grantee for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project; and

WHEREAS, there will be no cost to the City in conjunction with Grantee's access to or use of the Property, the Subterranean Easement (as the term is defined herein), or the Easement Areas (as the term is defined herein).

NOW, THEREFORE, in consideration of the sum of Nine Hundred Dollars (\$900) and other good and valuable consideration provided by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals: The recitals set forth above (the "Recitals"), including all terms referenced therein are hereby incorporated into the body of this Agreement as though set forth herein.

2. Grant. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual subterranean easement (the "Subterranean Easement") in, under, and through the Property, as more particularly shown in **Exhibit A**, attached hereto and incorporated herein, including the area(s) encompassed within this Subterranean Easement, (the "Easement Area") for the benefit of Grantee. The Easement shall serve the following purposes described in the Recitals and as further set forth herein.

3. Use. Grantee may use the Subterranean Easement and Easement Area in strict accordance with **Exhibit A** for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project. The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.

4. Access. Grantee may, for the purposes set forth in Section 3, access the Subterranean Easement and Easement Area at any time.

5. Plans. On Grantor's request, Grantee shall provide Grantor with as-built drawings showing the location and depth of any improvements installed in the Subterranean Easement and Easement Area.

6. No Disturbance of Surface; Restoration. Grantee's activities in and use of the Subterranean Easement and Easement Area will in no way impact or disturb the surface of the Property, including but not limited to any buildings, structures, or other improvements on the Property's surface, or Grantor's ability to develop, build on, or otherwise improve the Property's surface. In the event that the surface of the Property's will be disturbed by Grantee's activities in the Subterranean Easement and Easement Area, Grantee shall promptly restore the ground surface of the Property, including pavements, driveways, sidewalks, fencing, trees, and any shrubs or grasses, and any subsurface fixtures, equipment or improvements, at Grantee's expense, to substantially the same condition than they were in prior to the disturbance.

7. Compliance with Laws. Grantor and Grantee shall remain in compliance with all applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee shall obtain all necessary federal, state, and local permits, licenses, and other authorizations required for its activities and operations in the Subterranean Easement and Easement Area.

8. Costs and Expenses. 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 Subterranean Easement and Easement Area.

9. Reservation of Rights. All right, title, and interest in and to the Subterranean Easement and Easement Area under this Agreement, which may be used and enjoyed without directly interfering with the rights conveyed by this Agreement, are reserved to Grantor.

10. Representations and Warranties. Grantor provides all rights hereunder in quitclaim and does not warrant any further title to the rights granted in this Agreement or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title under this Agreement solely at its own risk.

11. Grantor's Use of Property. Grantor reserves the right to use the area of the Property and the Easement Area in any manner and for any purpose that does not interfere with the rights granted herein, Grantee's Easement rights, or Grantee's use of the Easement Area.

12. Public Right-of-Way. This Agreement shall not be construed as providing any permanent or temporary access, easements, or other rights in any public right-of-way. The public rights-of-way are governed according to applicable law, including the permitting and regulatory jurisdiction of the City's Department of Mobility and Infrastructure ("DOMI"). For any activities arising hereunder within the public right-of-way, Grantee must seek any and all applicable permits from DOMI before commencing the same.

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14. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting Party may seek any and all remedies permitted by law.

15. Indemnity and Hold Harmless. Grantee agrees, and shall require all contractors exercising any rights or permission granted under this Agreement to agree, to indemnify, save and hold harmless, and defend (if requested) Grantor and all of their officers, agents, and employees, from all suits, actions, causes of action and/or claims brought or raised against Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with any act, error, or omission of Grantee, in conjunction with the rights and permissions granted under this Agreement, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

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and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from contractor's acts, errors, or omissions.

16. **Grantor Not Liable.** In no event shall Grantor be liable for any damage to or loss of personal property or equipment sustained by Grantee within the Subterranean Easement and Easement Area, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

17. **Insurance.** Grantee shall provide, and require all contractors entering the Easement Area to maintain, insurance in the amounts specified below and shall keep Grantor listed as an additional insured on both the general and automobile policy at all times:

- General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate
- Automobile Liability: \$1,000,000.00 (each accident)

Commercial General Liability: Grantee shall purchase and maintain for the duration of the contract general liability coverage on an occurrence basis with coverage at least as broad as the ISO form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall include the City of Pittsburgh, its officers, officials, employees, volunteers, and anyone else requested by Grantor as an Additional Insured via endorsements at least as broad as ISO form CG 20 10. The policy shall include a Waiver of Subrogation in favor of Grantor at least as broad as ISO Endorsement CG 24 04. The general liability policy must be made on an occurrence basis.

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of said notice, or a reasonable period of time given the nature of the breach, to cure the breach to the reasonable satisfaction of the Grantor.

19. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below or to any other address that the receiving Party may designate from time to time in accordance with this section. Each Party shall deliver all Notices by certified or registered mail (in each case, return receipt requested, postage prepaid).

TO GRANTOR: City of Pittsburgh
Department of Public Works
301 City-County Building
414 Grant Street
Pittsburgh, PA 15219
ATTENTION: Director

With a copy to: City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

TO GRANTEE: Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, PA 15233
ATTENTION: Kim Kennedy

With a copy to: Babst Calland
Two Gateway Center
603 Stanwix St.
Pittsburgh, PA 15241
ATTENTION: Alyssa E. Golfieri, Esq.

20. Amendment. This Agreement may not be modified or amended except in a writing signed by each Party hereto.

21. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Pennsylvania. Each Party hereto agrees that all actions or proceedings arising in connection with this Agreement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in Allegheny County, Pennsylvania.

22. Counterparts. This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile, or by email in a PDF document, shall become one (1) integrated agreement enforceable on its terms.

23. Integration. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written.

24. No Waiver. No delay or failure on the part of either Party to invoke any available right, power, or remedy in respect to a breach of this Agreement shall be held or deemed to be a waiver by that Party of (or estop that Party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach.

25. Severability. Any provision of this Agreement that is invalid or unenforceable is ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

26. No Third-Party Beneficiaries. No right, duty, obligation, nor any section, provision, condition or other term of this Agreement shall create or be construed to create or confer an express or implied third-party beneficiary or benefit upon any person or entity other than the signatories to this Agreement.

27. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

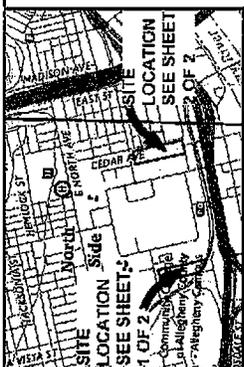
28. Home Rule Charter. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of Grantor thereunder is limited to zero (0) dollars.

29. Authorizing Resolution. This Agreement is entered into by Grantor pursuant to City of Pittsburgh Council Resolution 258, effective April 29, 2025

[Signatures to Follow]

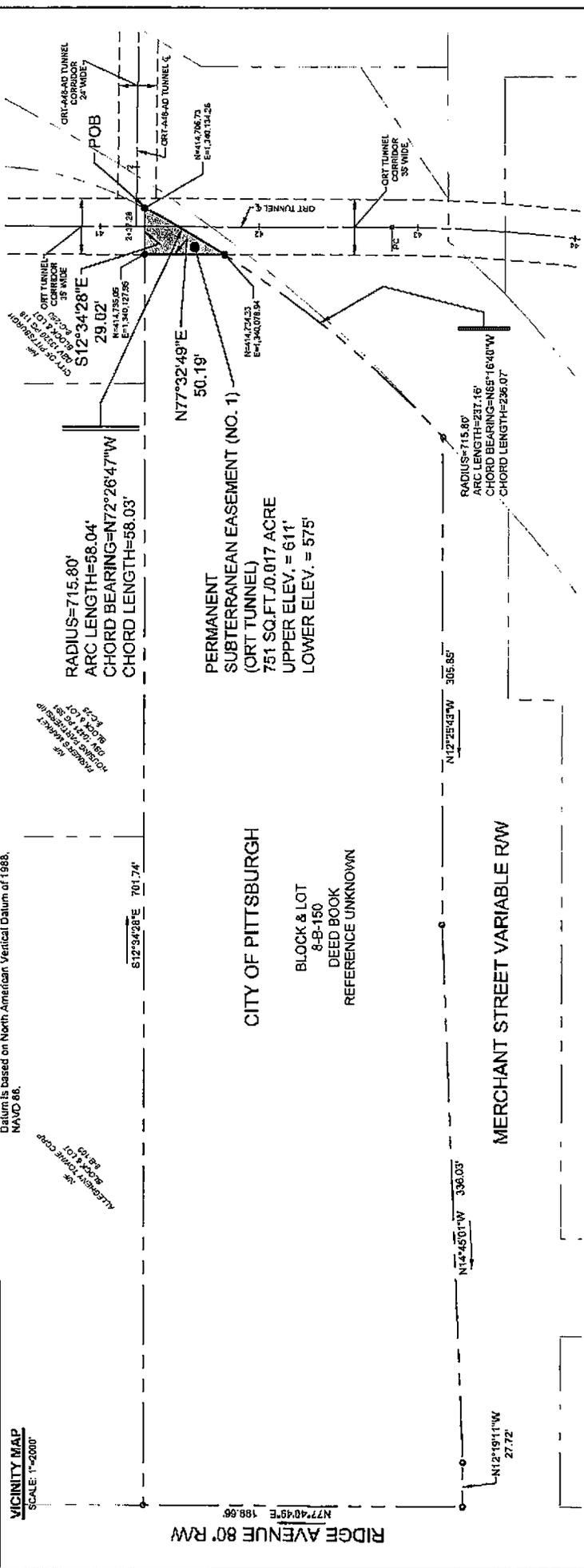
EXHIBIT A

PLANS DEPICTING THE SUBTERRANEAN EASEMENT AND EASEMENT AREA



GENERAL NOTES

- 1.) This plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidences. 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, NAVD 88.
- 4.) The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described herein (751 s.f.), and upper plane elevation of 611' and a lower plane elevation of 575'.
- 5.) Permanent subterranean easement or easements in the area(s) shown on this plan are hereto for work and operations necessary or convenient for ALCOSSAN's planning, implementation, easement, construction, installation, and completion of the Project, across and the through the property.



Drawn by: MBE Checked by: BPP Date: 04/12/2021	REASON FOR REVISION DESCRIPTION DATE APPROVED BY			ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOSSAN 3300 PIRRELLA AVE. PITTSBURGH, PA 15235 (412) 785-4810 www.alcosan.org	ALLEGHENY COUNTY SANITARY AUTHORITY 22ND WARD, CITY OF PITTSBURGH COUNTY OF ALLEGHENY, PENNSYLVANIA CITY OF PITTSBURGH BLOCK & LOT 8-B-150 PERMANENT SUBTERRANEAN EASEMENT EXHIBIT	Contract: 8-498 CAD File: 2021-04-08 Date: 04/12/2021 Sheet: 001/02021 1 OF 3
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Permanent Subterranean Easement

Parcel ID: 8-B-150

Page 1 of 2

Permanent Subterranean Easement – ORT Tunnel (No. 1)

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 611 feet, and the second of which is at an elevation of 575 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the southeasterly corner of the lands of the City of Pittsburgh;

Thence from said point of beginning along the southerly property line of the City of Pittsburgh by a curve to the right having a Radius of 715.80' an Arc Length of 58.04' and a Chord Bearing of North 72°26'47" West 58.03' to a point at the intersection of the southerly property line of the City of Pittsburgh and the northerly line of the Permanent Subterranean Easement;

Thence through the property of the City of Pittsburgh along the northerly line of the Permanent Subterranean Easement North 77°32'49" East a distance of 50.19' to a point at the intersection of the northerly line of the Permanent Subterranean Easement and the easterly property line of the City of Pittsburgh;

Thence along the easterly property line of the City of Pittsburgh South 12°34'28" East a distance of 29.02' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 751 Square Feet, or 0.017 Acre of area more or less.

The three vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being part of Block & Lot number 8-B-150, conveyed to the City of Pittsburgh by an unknown Deed Book Volume.

Permanent Subterranean Easement – ORT Tunnel (No. 2)

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal plans and three vertical planes so as to be a polyhedron, being more particularly described as follows:

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\Subsurface Easement Exhibits\3364-01 - 8-B-150 Legal Description.docx

April 12, 2024



Permanent Subterranean Easement

Parcel ID: 8-B-150

Page 2 of 2

The two horizontal planes, the first of which is at an elevation of 613 feet, and the second of which is at an elevation of 577 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly line of the Permanent Subterranean Easement and the northerly line of Stockton Street (50' wide), said point being distant 140.65' from the intersection of the westerly line of Cedar Avenue (60' wide) and the northerly line of Stockton Street.

Thence from said point of beginning along the northerly line of Stockton Street South $77^{\circ}30'09''$ West a distance of 78.21' to a point at the intersection of the northerly line of Stockton Street and the westerly property line of the City of Pittsburgh;

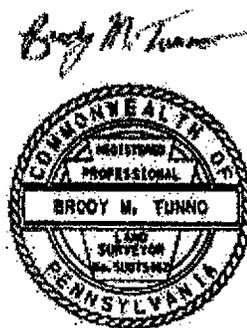
Thence along the westerly property line of the City of Pittsburgh North $12^{\circ}33'56''$ West a distance of 11.34' to a point at the intersection of the westerly property line of the City of Pittsburgh and the northerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the northerly line of the Permanent Subterranean Easement North $85^{\circ}45'13''$ East a distance of 79.04' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 444 Square Feet, or 0.010 Acre of area more or less.

The three vertical planes are those that connect to the boundaries of the two horizontal planes described above so as to fully enclose the polyhedron.

Being part of Block & Lot number 8-B-150, conveyed to the City of Pittsburgh by an unknown Deed Book Volume.



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\Subsurface Easement Exhibits\3364-01 - 8-B-150 Legal Description.docx

April 12, 2024

EXHIBIT B
INSURANCE CERTIFICATES

AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Allegheny County Sanitary Authority (Alcosan) 3300 Preble Ave Pittsburgh, PA 15293	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- 7-F-107
- 8-B-150
- 8-G-250
- 8-D-15
- 7-L-31
- 7-P-200

The City of Pittsburgh, its officers, officials, employees, and volunteers are included as additional insureds with respects to General Liability and Auto Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability.

652468

DRE Certified

30-Jan-2026 04:10P\Int By: S S

Please record and return to:

City of Pittsburgh
 Law Department
 313 City-County Building
 414 Grant Street
 Pittsburgh, PA 15219

SUBTERRANEAN EASEMENT AGREEMENT

This SUBTERRANEAN EASEMENT AGREEMENT (this "Agreement"), dated January 27th, 2026 (the "Effective Date"), by and between the ALLEGHENY COUNTY SANITARY AUTHORITY, a Pennsylvania municipal authority, (the "Grantee"), having an address at 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233, County of Allegheny, and the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, having an address at 414 Grant Street, Pittsburgh, Pennsylvania 15219 (the "Grantor"). Grantee and Grantor may be referred to in this Agreement individually as a "Party" or collectively as 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, Grantee is currently under a federal mandate to improve its sewer system and control stormwater overflows by separating runoff from the sanitary sewer system through the construction and implementation of a new regional tunnel system, with tunnel segments along the Ohio, Allegheny, and Monongahela Rivers approximately 150 feet below the surface, in order to reduce combined sewer flows by separating stormwater runoff from the sanitary sewer system (the "**Tunnel Project**"); and

WHEREAS, Grantor is the fee owner of certain land located in the City of Pittsburgh, County of Allegheny, Pennsylvania, currently designated as Allegheny County Lot and Block No. 8-G-250 (the "**Property**"); and

WHEREAS, in connection with the Tunnel Project, Grantee requires the acquisition of a subterranean easement under the Property; and

WHEREAS, Grantor is willing to grant a non-exclusive perpetual subterranean easement to Grantee for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project; and

WHEREAS, there will be no cost to the City in conjunction with Grantee's access to or use of the Property, the Subterranean Easement (as the term is defined herein), or the Easement Areas (as the term is defined herein).

NOW, THEREFORE, in consideration of the sum of Two Thousand Three Hundred Dollars (\$2,300) and other good and valuable consideration provided by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**: The recitals set forth above (the "**Recitals**"), including all terms referenced therein are hereby incorporated into the body of this Agreement as though set forth herein.
2. **Grant**. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual subterranean easement (the "**Subterranean Easement**") in, under, and through the Property, as more particularly shown in **Exhibit A**, attached hereto and incorporated herein, including the area(s) encompassed within this Subterranean Easement, (the "**Easement Area**") for the benefit of Grantee. The Easement shall serve the following purposes described in the Recitals and as further set forth herein.
3. **Use**. Grantee may use the Subterranean Easement and Easement Area in strict accordance with **Exhibit A** for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project. The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.
4. **Access**. Grantee may, for the purposes set forth in Section 3, access the Subterranean Easement and Easement Area at any time.
5. **Plans**. On Grantor's request, Grantee shall provide Grantor with as-built drawings showing the location and depth of any improvements installed in the Subterranean Easement and Easement Area.
6. **No Disturbance of Surface; Restoration**. Grantee's activities in and use of the Subterranean Easement and Easement Area will in no way impact or disturb the surface of the Property, including but not limited to any buildings, structures, or other improvements on the Property's surface, or Grantor's ability to develop, build on, or otherwise improve the Property's surface. In the event that the surface of the Property's will be disturbed by Grantee's activities in the Subterranean Easement and Easement Area, Grantee shall promptly restore the ground surface of the Property, including pavements, driveways, sidewalks, fencing, trees, and any shrubs or grasses, and any subsurface fixtures, equipment or improvements, at Grantee's expense, to substantially the same condition than they were in prior to the disturbance.
7. **Compliance with Laws**. Grantor and Grantee shall remain in compliance with all applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee shall obtain all necessary federal, state, and local permits, licenses, and other authorizations required for its activities and operations in the Subterranean Easement and Easement Area.
8. **Costs and Expenses**. 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 Subterranean Easement and Easement Area.

9. Reservation of Rights. All right, title, and interest in and to the Subterranean Easement and Easement Area under this Agreement, which may be used and enjoyed without directly interfering with the rights conveyed by this Agreement, are reserved to Grantor.

10. Representations and Warranties. Grantor provides all rights hereunder in quitclaim and does not warrant any further title to the rights granted in this Agreement or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title under this Agreement solely at its own risk.

11. Grantor's Use of Property. Grantor reserves the right to use the area of the Property and the Easement Area in any manner and for any purpose that does not interfere with the rights granted herein, Grantee's Easement rights, or Grantee's use of the Easement Area.

12. Public Right-of-Way. This Agreement shall not be construed as providing any permanent or temporary access, easements, or other rights in any public right-of-way. The public rights-of-way are governed according to applicable law, including the permitting and regulatory jurisdiction of the City's Department of Mobility and Infrastructure ("DOMI"). For any activities arising hereunder within the public right-of-way, Grantee must seek any and all applicable permits from DOMI before commencing the same.

13. Transferability. The Parties to this Agreement hereby acknowledge and agree that the Subterranean Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, executors, administrators, representatives, successors, and assigns.

14. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting Party may seek any and all remedies permitted by law.

15. Indemnity and Hold Harmless. Grantee agrees, and shall require all contractors exercising any rights or permission granted under this Agreement to agree, to indemnify, save and hold harmless, and defend (if requested) Grantor and all of their officers, agents, and employees, from all suits, actions, causes of action and/or claims brought or raised against Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with any act, error, or omission of Grantee, in conjunction with the rights and permissions granted under this Agreement, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

Grantee shall require all contractors exercising any rights or permission granted under this Agreement to indemnify and defend (if requested) Grantor and all of their officers, agents and employees, from all suits, actions, causes of action and/or claims brought or raised against the Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with contractor acts or omissions, whether due to the use of defective materials or defective workmanship, or on account of any act, omission, or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers and it shall fully and finally release, indemnify and hold harmless the Grantor and its respective officers, directors, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, injuries, including death, damages, loss of property, costs,

and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from contractor's acts, errors, or omissions.

16. **Grantor Not Liable.** In no event shall Grantor be liable for any damage to or loss of personal property or equipment sustained by Grantee within the Subterranean Easement and Easement Area, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

17. **Insurance.** Grantee shall provide, and require all contractors entering the Easement Area to maintain, insurance in the amounts specified below and shall keep Grantor listed as an additional insured on both the general and automobile policy at all times:

General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate

Automobile Liability: \$1,000,000.00 (each accident)

Commercial General Liability: Grantee shall purchase and maintain for the duration of the contract general liability coverage on an occurrence basis with coverage at least as broad as the ISO form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall include the City of Pittsburgh, its officers, officials, employees, volunteers, and anyone else requested by Grantor as an Additional Insured via endorsements at least as broad as ISO form CG 20 10. The policy shall include a Waiver of Subrogation in favor of Grantor at least as broad as ISO Endorsement CG 24 04. The general liability policy must be made on an occurrence basis.

Automobile Liability: Grantee shall purchase and maintain for the duration of the contract automobile liability with a limit of no less than \$1,000,000 per accident for bodily injury and property damage with respect to the operations of any owned, hired and non-owned vehicles used in the performance of the work. If Grantee has no owned vehicles, hired and non-owned auto liability must be provided. The policy shall name the City of Pittsburgh as an additional insured. The policy shall contain a Waiver of Subrogation in favor of Grantor.

In the event that Grantee hires any contractors to carry out work related to this Agreement, Grantee shall require such contractors to maintain insurance in the amounts set forth in this section and also identifying the City as an additional insured. For clarity, during the construction phase of the Project, the contractor's insurance will be treated as the primary policy, with Grantee's insurance serving as excess coverage. Upon completion of construction, Grantee's insurance shall become the primary policy.

18. **Termination.** This Easement may be terminated by Grantee through provision of written notice to Grantor by Grantee of its intent to terminate. This Easement may be terminated by Grantor upon material breach of the provisions of this Agreement, provided that Grantor first provides the Grantee with written notice describing the nature of such breach in reasonable detail and thirty (30) days from receipt

of said notice, or a reasonable period of time given the nature of the breach, to cure the breach to the reasonable satisfaction of the Grantor.

19. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below or to any other address that the receiving Party may designate from time to time in accordance with this section. Each Party shall deliver all Notices by certified or registered mail (in each case, return receipt requested, postage prepaid).

TO GRANTOR: City of Pittsburgh
Department of Public Works
301 City-County Building
414 Grant Street
Pittsburgh, PA 15219
ATTENTION: Director

With a copy to: City of Pittsburgh
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313 City-County Building
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Pittsburgh, PA 15219

TO GRANTEE: Allegheny County Sanitary Authority
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27. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

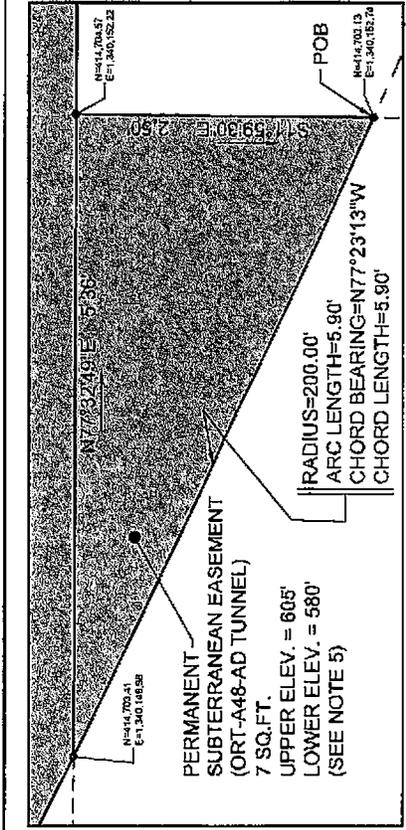
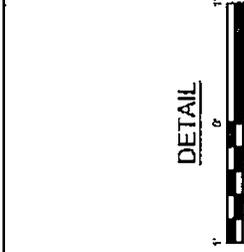
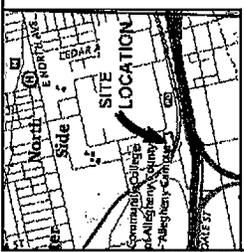
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[Signatures to Follow]

EXHIBIT A

PLANS DEPICTING THE SUBTERRANEAN EASEMENT AND EASEMENT AREA



GENERAL NOTES

1.) The plan was prepared based on document research, current record deed plots, right-of-way centerlines, and other available information. A field survey of the property boundaries has been performed.

2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.

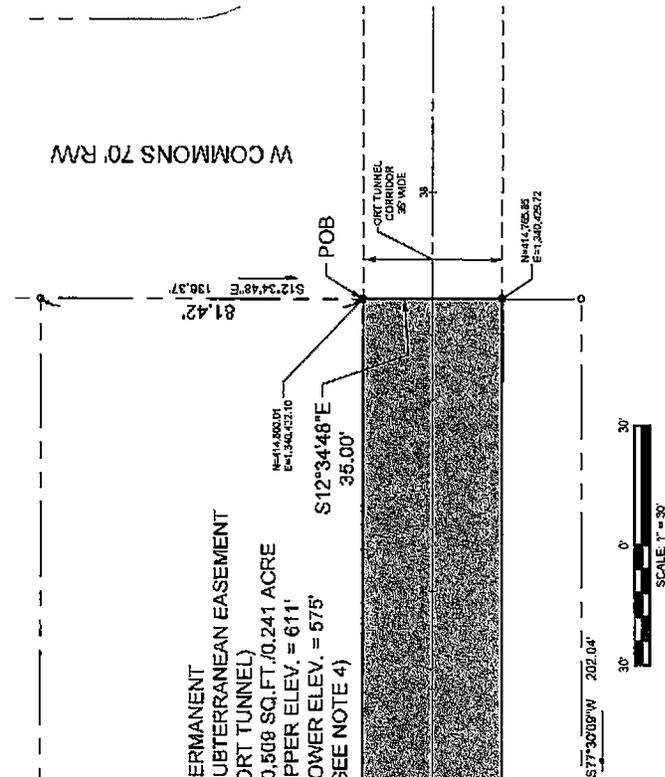
3.) Horizontal Datum is based on Pennsylvania State Plane Coordinate System, South Zone, NAD 1983 and Vertical Datum is based on North American Vertical Datum of 1988, NAVD 88.

4.) The permanent subterranean easement contains the volume bounded by the projection of the arcs and bounds described hereon (7' (10.609 sq.ft.) and upper plane elevation of 611' and a lower plane elevation of 575'.

5.) The permanent subterranean easement contains the volume bounded by the projection of the arcs and bounds described hereon (7' sq.ft.) and upper plane elevation of 611' and a lower plane elevation of 580'.

6.) Permanent subterranean easement or easements in the areas shown on the plan are hereto for work and operations necessary or convenient for AICOSAN's planning, implementation, execution, construction, operation and maintenance of the project, access and the through the property.

CITY OF PITTSBURGH
BLOCK & LOT
8-C-260
DBV 13320 PG 118
SEVENTH DESCRIBED



Contract: 5408
CPO File No: 10-25
Date: 04/12/2014
Sheet: 04/12/2014
1 OF 1

ALLEGHENY COUNTY RESERVARY AUTHORITY
2000 MARSH CIRCLE, PITTSBURGH, PA 15203
COUNTY OF ALLEGHENY, PENNSYLVANIA
CITY OF PITTSBURGH
BLOCK & LOT
PERMANENT SUBTERRANEAN EASEMENT EXHIBIT

ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ACOSSAN
3000 PREBLE AVE
PITTSBURGH, PENNSYLVANIA 15203
(412) 765-4610
www.alcoasain.org

alcoasan
INCORPORATED IN PENNSYLVANIA
1000 MARKET STREET, SUITE 300
PITTSBURGH, PA 15222
PH: 412-765-4610
WWW.ALCOASAIN.ORG

mbe
monarch earth engineers
Geotechnical & Foundation Engineers
300 Riverside Center Drive, Suite 304
Columbus, Ohio 43260-3333
PH: 614-762-2795
www.mbe-eng.com

Blair A. Torrey, a Licensed Professional Land Surveyor in the State of Pennsylvania, has prepared this plan and has been duly licensed and bonded in the State of Pennsylvania. See below for complete and proper filing for recording purposes.

Blair A. Torrey
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 12345, STATE OF PENNSYLVANIA, EXPIRES 12/31/2018

REVISED	DATE	DESCRIPTION

Drawn by: MBE
Checked by: BMT

Blair A. Torrey, a Licensed Professional Land Surveyor in the State of Pennsylvania, has prepared this plan and has been duly licensed and bonded in the State of Pennsylvania. See below for complete and proper filing for recording purposes.

Blair A. Torrey
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 12345, STATE OF PENNSYLVANIA, EXPIRES 12/31/2018



Permanent Subterranean Easement

Parcel ID: 8-G-250

Page 1 of 3

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and six vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 611 feet, and the second of which is at an elevation of 575 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly line of the Permanent Subterranean Easement and the westerly line of W Commons (70' wide), said point being distant 81.42' from the intersection of the northerly property of the City of Pittsburgh and the westerly line of W Commons.

Thence from said point of beginning along the westerly line of W Commons South 12°34'48" East a distance of 35.00' to a point at intersection of the westerly line of W Commons and the southerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the southerly line of the Permanent Subterranean Easement South 77°32'49" West a distance of 289.55' to a point at the intersection of the southerly line of the Permanent Subterranean Easement and the southerly property line of the City of Pittsburgh;

Thence along the southerly property line of the City of Pittsburgh by a curve to the right having a Radius of 200.00' an Arc Length of 3.49' and a Chord Bearing of North 76°02'32" West 3.49' to a point at a compound curve;

Thence continuing along the southerly property line of the City of Pittsburgh by a curve to the right having a Radius of 715.81' an Arc Length of 9.66' and a Chord Bearing of North 75°09'21" West 9.66' to a point at the intersection of the southerly property line of the City of Pittsburgh and the westerly property line of the City of Pittsburgh;

Thence along the westerly property line of the City of Pittsburgh North 12°34'28" West a distance of 29.02' to a point at the intersection of the westerly property line of the City of Pittsburgh and the northerly line of the Permanent Subterranean Easement;



Permanent Subterranean Easement

Parcel ID: 8-G-250

Page 2 of 3

Thence through the lands of the City of Pittsburgh along the northerly line of the Permanent Subterranean Easement North $77^{\circ}32'49''$ East a distance of 301.24' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 10,509 Square Feet, or 0.241 Acre of area more or less.

The six vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that the Urban Redevelopment Authority of Pittsburgh by their deed dated July 27, 2007 and recorded in Deed Book Volume 13320, Page 118 conveyed to the City of Pittsburgh.

Permanent Subterranean Easement – ORT-A48-AD Tunnel

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and three vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 605 feet, and the second of which is at an elevation of 580 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of the City of Pittsburgh.

Thence from said point of beginning along the southerly property line of the City of Pittsburgh by a curve to the right have a Radius of 200.00' an Arc Length of 5.90' and a Chord Bearing of North $77^{\circ}23'13''$ West 5.90' to a point at the intersection of the southerly property line of the City of Pittsburgh and the northerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the northerly line of the Permanent Subterranean Easement North $77^{\circ}32'49''$ East a distance of 5.36' to a point at the intersection of the northerly line of the Permanent Subterranean Easement and the easterly line of the Permanent Subterranean Easement;

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\Subsurface Easement Exhibits\3364-01 - 8-G-250 Legal Description.docx

April 12, 2024

EXHIBIT B
INSURANCE CERTIFICATES

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Allegheny County Sanitary Authority (Alcosan) 3300 Prable Ave Pittsburgh, PA 15233	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- 7-F-107
- 8-B-150
- 8-G-250
- 8-D-15
- 7-L-31
- 7-P-200

The City of Pittsburgh, its officers, officials, employees, and volunteers are included as additional insureds with respects to General Liability and Auto Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability.

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

ORT ADDENDUM 14
Section 01 32 13
Attachment 2.7
(16 Pages)

*** Electronically Filed Document ***

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

Department of Real Estate Stamp

Document Number: 2026-2230
Recorded As: ERX-DEED AGREEMENT
Recorded On: February 02, 2026
Recorded At: 12:21:14 pm
Number of Pages: 16
Book-VI/Pg: Bk-DE VI-20312 Pg-425
Recording Fee: \$200.00
Parties:
PITTSBURGH CITY
ALLEGHENY COUNTY SANITARY AUTH
Receipt Number: 4548721
Processed By: Linda Sulecki

NOTE-

NOT A DEED OF TRANSFER

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

652459

DRE Certified

30-Jan-2026 03:19P\Int By: S S

Please record and return to:

City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

SUBTERRANEAN EASEMENT AGREEMENT

This SUBTERRANEAN EASEMENT AGREEMENT (this "Agreement"), dated January 27th, 2026 (the "Effective Date"), by and between the ALLEGHENY COUNTY SANITARY AUTHORITY, a Pennsylvania municipal authority, (the "Grantee"), having an address at 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233, County of Allegheny, and the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, having an address at 414 Grant Street, Pittsburgh, Pennsylvania 15219 (the "Grantor"). Grantee and Grantor may be referred to in this Agreement individually as a "Party" or collectively as 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, Grantee is currently under a federal mandate to improve its sewer system and control stormwater overflows by separating runoff from the sanitary sewer system through the construction and implementation of a new regional tunnel system, with tunnel segments along the Ohio, Allegheny, and Monongahela Rivers approximately 150 feet below the surface, in order to reduce combined sewer flows by separating stormwater runoff from the sanitary sewer system (the "Tunnel Project"); and

WHEREAS, Grantor is the fee owner of certain land located in the City of Pittsburgh, County of Allegheny, Pennsylvania, currently designated as Allegheny County Lot and Block No. 8-D-15 (the "Property"); and

WHEREAS, in connection with the Tunnel Project, Grantee requires the acquisition of a subterranean easement under the Property; and

WHEREAS, Grantor is willing to grant a non-exclusive perpetual subterranean easement to Grantee for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project; and

WHEREAS, there will be no cost to the City in conjunction with Grantee's access to or use of the Property, the Subterranean Easement (as the term is defined herein), or the Easement Areas (as the term is defined herein).

NOW, THEREFORE, in consideration of the sum of One Thousand Eight Hundred Dollars (\$1,800) and other good and valuable consideration provided by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals:** The recitals set forth above (the "Recitals"), including all terms referenced therein are hereby incorporated into the body of this Agreement as though set forth herein.
2. **Grant.** Grantor hereby grants and conveys to Grantee a non-exclusive perpetual subterranean easement (the "Subterranean Easement") in, under, and through the Property, as more particularly shown in **Exhibit A**, attached hereto and incorporated herein, including the area(s) encompassed within this Subterranean Easement, (the "Easement Area") for the benefit of Grantee. The Easement shall serve the following purposes described in the Recitals and as further set forth herein.
3. **Use.** Grantee may use the Subterranean Easement and Easement Area in strict accordance with **Exhibit A** for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project. The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.
4. **Access.** Grantee may, for the purposes set forth in Section 3, access the Subterranean Easement and Easement Area at any time.
5. **Plans.** On Grantor's request, Grantee shall provide Grantor with as-built drawings showing the location and depth of any improvements installed in the Subterranean Easement and Easement Area.
6. **No Disturbance of Surface; Restoration.** Grantee's activities in and use of the Subterranean Easement and Easement Area will in no way impact or disturb the surface of the Property, including but not limited to any buildings, structures, or other improvements on the Property's surface, or Grantor's ability to develop, build on, or otherwise improve the Property's surface. In the event that the surface of the Property's will be disturbed by Grantee's activities in the Subterranean Easement and Easement Area, Grantee shall promptly restore the ground surface of the Property, including pavements, driveways, sidewalks, fencing, trees, and any shrubs or grasses, and any subsurface fixtures, equipment or improvements, at Grantee's expense, to substantially the same condition than they were in prior to the disturbance.
7. **Compliance with Laws.** Grantor and Grantee shall remain in compliance with all applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee shall obtain all necessary federal, state, and local permits, licenses, and other authorizations required for its activities and operations in the Subterranean Easement and Easement Area.
8. **Costs and Expenses.** 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 Subterranean Easement and Easement Area.

9. Reservation of Rights. All right, title, and interest in and to the Subterranean Easement and Easement Area under this Agreement, which may be used and enjoyed without directly interfering with the rights conveyed by this Agreement, are reserved to Grantor.

10. Representations and Warranties. Grantor provides all rights hereunder in quitclaim and does not warrant any further title to the rights granted in this Agreement or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title under this Agreement solely at its own risk.

11. Grantor's Use of Property. Grantor reserves the right to use the area of the Property and the Easement Area in any manner and for any purpose that does not interfere with the rights granted herein, Grantee's Easement rights, or Grantee's use of the Easement Area.

12. Public Right-of-Way. This Agreement shall not be construed as providing any permanent or temporary access, easements, or other rights in any public right-of-way. The public rights-of-way are governed according to applicable law, including the permitting and regulatory jurisdiction of the City's Department of Mobility and Infrastructure ("DOMI"). For any activities arising hereunder within the public right-of-way, Grantee must seek any and all applicable permits from DOMI before commencing the same.

13. Transferability. The Parties to this Agreement hereby acknowledge and agree that the Subterranean Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, executors, administrators, representatives, successors, and assigns.

14. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting Party may seek any and all remedies permitted by law.

15. Indemnity and Hold Harmless. Grantee agrees, and shall require all contractors exercising any rights or permission granted under this Agreement to agree, to indemnify, save and hold harmless, and defend (if requested) Grantor and all of their officers, agents, and employees, from all suits, actions, causes of action and/or claims brought or raised against Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with any act, error, or omission of Grantee, in conjunction with the rights and permissions granted under this Agreement, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

Grantee shall require all contractors exercising any rights or permission granted under this Agreement to indemnify and defend (if requested) Grantor and all of their officers, agents and employees, from all suits, actions, causes of action and/or claims brought or raised against the Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with contractor acts or omissions, whether due to the use of defective materials or defective workmanship, or on account of any act, omission, or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers and it shall fully and finally release, indemnify and hold harmless the Grantor and its respective officers, directors, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, injuries, including death, damages, loss of property, costs,

and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from contractor's acts, errors, or omissions.

16. Grantor Not Liable. In no event shall Grantor be liable for any damage to or loss of personal property or equipment sustained by Grantee within the Subterranean Easement and Easement Area, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

17. Insurance. Grantee shall provide, and require all contractors entering the Easement Area to maintain, insurance in the amounts specified below and shall keep Grantor listed as an additional insured on both the general and automobile policy at all times:

General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate

Automobile Liability: \$1,000,000.00 (each accident)

Commercial General Liability: Grantee shall purchase and maintain for the duration of the contract general liability coverage on an occurrence basis with coverage at least as broad as the ISO form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall include the City of Pittsburgh, its officers, officials, employees, volunteers, and anyone else requested by Grantor as an Additional Insured via endorsements at least as broad as ISO form CG 20 10. The policy shall include a Waiver of Subrogation in favor of Grantor at least as broad as ISO Endorsement CG 24 04. The general liability policy must be made on an occurrence basis.

Automobile Liability: Grantee shall purchase and maintain for the duration of the contract automobile liability with a limit of no less than \$1,000,000 per accident for bodily injury and property damage with respect to the operations of any owned, hired and non-owned vehicles used in the performance of the work. If Grantee has no owned vehicles, hired and non-owned auto liability must be provided. The policy shall name the City of Pittsburgh as an additional insured. The policy shall contain a Waiver of Subrogation in favor of Grantor.

In the event that Grantee hires any contractors to carry out work related to this Agreement, Grantee shall require such contractors to maintain insurance in the amounts set forth in this section and also identifying the City as an additional insured. For clarity, during the construction phase of the Project, the contractor's insurance will be treated as the primary policy, with Grantee's insurance serving as excess coverage. Upon completion of construction, Grantee's insurance shall become the primary policy.

18. Termination. This Easement may be terminated by Grantee through provision of written notice to Grantor by Grantee of its intent to terminate. This Easement may be terminated by Grantor upon material breach of the provisions of this Agreement, provided that Grantor first provides the Grantee with written notice describing the nature of such breach in reasonable detail and thirty (30) days from receipt

of said notice, or a reasonable period of time given the nature of the breach, to cure the breach to the reasonable satisfaction of the Grantor.

19. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below or to any other address that the receiving Party may designate from time to time in accordance with this section. Each Party shall deliver all Notices by certified or registered mail (in each case, return receipt requested, postage prepaid).

TO GRANTOR: City of Pittsburgh
Department of Public Works
301 City-County Building
414 Grant Street
Pittsburgh, PA 15219
ATTENTION: Director

With a copy to: City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

TO GRANTEE: Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, PA 15233
ATTENTION: Kim Kennedy

With a copy to: Babst Calland
Two Gateway Center
603 Stanwix St.
Pittsburgh, PA 15241
ATTENTION: Alyssa E. Golfieri, Esq.

20. Amendment. This Agreement may not be modified or amended except in a writing signed by each Party hereto.

21. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Pennsylvania. Each Party hereto agrees that all actions or proceedings arising in connection with this Agreement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in Allegheny County, Pennsylvania.

22. Counterparts. This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile, or by email in a PDF document, shall become one (1) integrated agreement enforceable on its terms.

23. Integration. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written.

24. No Waiver. No delay or failure on the part of either Party to invoke any available right, power, or remedy in respect to a breach of this Agreement shall be held or deemed to be a waiver by that Party of (or estop that Party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach.

25. Severability. Any provision of this Agreement that is invalid or unenforceable is ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

26. No Third-Party Beneficiaries. No right, duty, obligation, nor any section, provision, condition or other term of this Agreement shall create or be construed to create or confer an express or implied third-party beneficiary or benefit upon any person or entity other than the signatories to this Agreement.

27. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

28. Home Rule Charter. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of Grantor thereunder is limited to zero (0) dollars.

29. Authorizing Resolution. This Agreement is entered into by Grantor pursuant to City of Pittsburgh Council Resolution 258, effective April 29, 2025

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**GRANTEE: ALLEGHEY COUNTY
SANITARY AUTHORITY**

By: *Arletta Scott Williams*

Name: Arletta Scott Williams

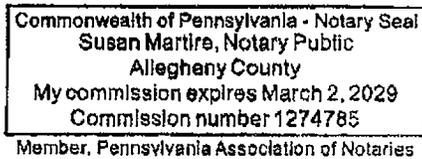
Title: Executive Director

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

On this 27th day of January, 202⁰, before me, a Notary Public, (the undersigned officer), personally appeared Arletta Scott Willaims, who acknowledged herself to be the Executive Director of the Allegheny County Sanitary Authority 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.



Susan Martire
Notary Public

My Commission Expires: 03/02/2029

EXHIBIT A

PLANS DEPICTING THE SUBTERRANEAN EASEMENT AND EASEMENT AREA



Permanent Subterranean Easement

Parcel ID: 8-D-15

Page 1 of 2

Permanent Subterranean Easement – ORT Tunnel

All that piece or parcel of land situate in the 22nd Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and six vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 613 feet, and the second of which is at an elevation of 576 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the easterly line of E Commons (70' wide) and the northerly line of the Permanent Subterranean Easement, said point being distant 109.20' from intersection of the northerly property line of the City of Pittsburgh and the easterly line of E Commons.

Thence from said point of beginning through the lands of the City of Pittsburgh along the northerly line of the Permanent Subterranean Easement North $85^{\circ}45'13''$ East a distance of 294.37' to a point at the intersection of the northerly line of the Permanent Subterranean Easement and the easterly property line of the City of Pittsburgh;

Thence along the easterly property line of the City of Pittsburgh South $12^{\circ}33'56''$ East a distance of 11.34' to a point at the intersection of the easterly property line of the City of Pittsburgh and the northerly line of Stockton Street (50' wide);

Thence along the northerly line of Stockton Street Sout $77^{\circ}30'09''$ West a distance of 165.67' to a point at the intersection of the northerly line of Stockton Street and the southerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the southerly line of the Permanent Subterranean Easement Sout $85^{\circ}45'13''$ West a distance of 119.75' to a point at the intersection of the southerly line of the Permanent Subterranean Easement and the easterly line of E Commons;

Thence along the easterly line of E Commons by a curve to the right having a Radius of 40.00' an Arc Length of 24.23' and a Chord Bearing of North $29^{\circ}55'09''$ West 23.86' to a point of tangency;

Thence continuing along the easterly line of E Commons North $12^{\circ}33'55'$ West a distance of 13.64' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 8,264 Square Feet, or 0.190 Acre of area more or less.

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\Subsurface Easement Exhibits\3364-01 - 8-D-15 Legal Description.docx

April 12, 2024



Permanent Subterranean Easement

Parcel ID: 8-D-15

Page 2 of 2

The six vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being a part of the parcel of land that Urban Redevelopment Authority of Pittsburgh by their deed dated July 27, 2007 and recorded in Deed Book Volume 13320, Page 118 conveyed to the City of Pittsburgh.

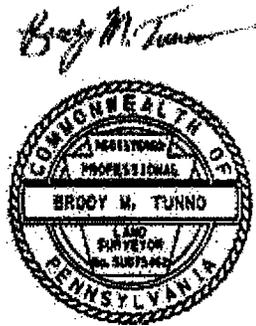


EXHIBIT B
INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: The Charter Oak Fire Insurance Company		25615
INSURER B: Travelers Indemnity Company of America		25666
INSURER C: Travelers Property Casualty Company of Ame		25674
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: W41079131** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	ZLP-16P48414-25-PB	05/16/2025	05/16/2026	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	810-16P48414-TIA-25	05/16/2025	05/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		ZUP-16P48426-25-PB	05/16/2025	05/16/2026	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This voids and replaces previously issued certificate dated 10/17/2025 WITH ID: W41068423.

RE: Land Parcels
• 7-M-110-9
• 44-S-230
• 7-A-195

CERTIFICATE HOLDER City of Pittsburgh 301 City County Building 414 Grant Street Pittsburgh, PA 15219	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Allegheny County Sanitary Authority (Aloosan) 3300 Prable Ave Pittsburgh, PA 15233	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- 7-F-107
- 8-B-150
- 8-G-250
- 8-D-15
- 7-L-31
- 7-P-200

The City of Pittsburgh, its officers, officials, employees, and volunteers are included as additional insureds with respects to General Liability and Auto Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability.

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

ORT ADDENDUM 14
Section 01 32 13
Attachment 2.8
(15 Pages)

*** Electronically Filed Document ***

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

Department of Real Estate Stamp

NOTE-

NOT A DEED OF TRANSFER

Document Number: 2026-2233
Recorded As: ERX-DEED AGREEMENT
Recorded On: February 02, 2026
Recorded At: 12:28:21 pm
Number of Pages: 15
Book-VI/Pg: Bk-DE VI-20312 Pg-467
Recording Fee: \$200.00
Parties:
PITTSBURGH CITY
ALLEGHENY COUNTY SANITARY AUTH
Receipt Number: 4548726
Processed By: Jim Bertoty

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

652470

DRE Certified

30-Jan-2026 04:12P\Int By: S S

Please record and return to:

City of Pittsburgh
 Law Department
 313 City-County Building
 414 Grant Street
 Pittsburgh, PA 15219

SUBTERRANEAN EASEMENT AGREEMENT

This **SUBTERRANEAN EASEMENT AGREEMENT** (this "Agreement"), dated January 27th, 2026 (the "Effective Date"), by and between the ALLEGHENY COUNTY SANITARY AUTHORITY, a Pennsylvania municipal authority, (the "Grantee"), having an address at 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233, County of Allegheny, and the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, having an address at 414 Grant Street, Pittsburgh, Pennsylvania 15219 (the "Grantor"). Grantee and Grantor may be referred to in this Agreement individually as a "Party" or collectively as 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, Grantee is currently under a federal mandate to improve its sewer system and control stormwater overflows by separating runoff from the sanitary sewer system through the construction and implementation of a new regional tunnel system, with tunnel segments along the Ohio, Allegheny, and Monongahela Rivers approximately 150 feet below the surface, in order to reduce combined sewer flows by separating stormwater runoff from the sanitary sewer system (the "Tunnel Project"); and

WHEREAS, Grantor is the fee owner of certain land located in the City of Pittsburgh, County of Allegheny, Pennsylvania, currently designated as Allegheny County Lot and Block No. 7-L-31 (the "Property"); and

WHEREAS, in connection with the Tunnel Project, Grantee requires the acquisition of a subterranean easement under the Property; and

WHEREAS, Grantor is willing to grant a non-exclusive perpetual subterranean easement to Grantee for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project; and

WHEREAS, there will be no cost to the City in conjunction with Grantee's access to or use of the Property, the Subterranean Easement (as the term is defined herein), or the Easement Areas (as the term is defined herein).

NOW, THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500) and other good and valuable consideration provided by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals:** The recitals set forth above (the "**Recitals**"), including all terms referenced therein are hereby incorporated into the body of this Agreement as though set forth herein.

2. **Grant.** Grantor hereby grants and conveys to Grantee a non-exclusive perpetual subterranean easement (the "**Subterranean Easement**") in, under, and through the Property, as more particularly shown in **Exhibit A**, attached hereto and incorporated herein, including the area(s) encompassed within this Subterranean Easement, (the "**Easement Area**") for the benefit of Grantee. The Easement shall serve the following purposes described in the Recitals and as further set forth herein.

3. **Use.** Grantee may use the Subterranean Easement and Easement Area in strict accordance with **Exhibit A** for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project. The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.

4. **Access.** Grantee may, for the purposes set forth in Section 3, access the Subterranean Easement and Easement Area at any time.

5. **Plans.** On Grantor's request, Grantee shall provide Grantor with as-built drawings showing the location and depth of any improvements installed in the Subterranean Easement and Easement Area.

6. **No Disturbance of Surface; Restoration.** Grantee's activities in and use of the Subterranean Easement and Easement Area will in no way impact or disturb the surface of the Property, including but not limited to any buildings, structures, or other improvements on the Property's surface, or Grantor's ability to develop, build on, or otherwise improve the Property's surface. In the event that the surface of the Property's will be disturbed by Grantee's activities in the Subterranean Easement and Easement Area, Grantee shall promptly restore the ground surface of the Property, including pavements, driveways, sidewalks, fencing, trees, and any shrubs or grasses, and any subsurface fixtures, equipment or improvements, at Grantee's expense, to substantially the same condition than they were in prior to the disturbance.

7. **Compliance with Laws.** Grantor and Grantee shall remain in compliance with all applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee shall obtain all necessary federal, state, and local permits, licenses, and other authorizations required for its activities and operations in the Subterranean Easement and Easement Area.

8. **Costs and Expenses.** 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 Subterranean Easement and Easement Area.

9. Reservation of Rights. All right, title, and interest in and to the Subterranean Easement and Easement Area under this Agreement, which may be used and enjoyed without directly interfering with the rights conveyed by this Agreement, are reserved to Grantor.

10. Representations and Warranties. Grantor provides all rights hereunder in quitclaim and does not warrant any further title to the rights granted in this Agreement or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title under this Agreement solely at its own risk.

11. Grantor's Use of Property. Grantor reserves the right to use the area of the Property and the Easement Area in any manner and for any purpose that does not interfere with the rights granted herein, Grantee's Easement rights, or Grantee's use of the Easement Area.

12. Public Right-of-Way. This Agreement shall not be construed as providing any permanent or temporary access, easements, or other rights in any public right-of-way. The public rights-of-way are governed according to applicable law, including the permitting and regulatory jurisdiction of the City's Department of Mobility and Infrastructure ("DOMI"). For any activities arising hereunder within the public right-of-way, Grantee must seek any and all applicable permits from DOMI before commencing the same.

13. Transferability. The Parties to this Agreement hereby acknowledge and agree that the Subterranean Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, executors, administrators, representatives, successors, and assigns.

14. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting Party may seek any and all remedies permitted by law.

15. Indemnity and Hold Harmless. Grantee agrees, and shall require all contractors exercising any rights or permission granted under this Agreement to agree, to indemnify, save and hold harmless, and defend (if requested) Grantor and all of their officers, agents, and employees, from all suits, actions, causes of action and/or claims brought or raised against Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with any act, error, or omission of Grantee, in conjunction with the rights and permissions granted under this Agreement, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

Grantee shall require all contractors exercising any rights or permission granted under this Agreement to indemnify and defend (if requested) Grantor and all of their officers, agents and employees, from all suits, actions, causes of action and/or claims brought or raised against the Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with contractor acts or omissions, whether due to the use of defective materials or defective workmanship, or on account of any act, omission, or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers and it shall fully and finally release, indemnify and hold harmless the Grantor and its respective officers, directors, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, injuries, including death, damages, loss of property, costs,

and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from contractor's acts, errors, or omissions.

16. **Grantor Not Liable.** In no event shall Grantor be liable for any damage to or loss of personal property or equipment sustained by Grantee within the Subterranean Easement and Easement Area, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

17. **Insurance.** Grantee shall provide, and require all contractors entering the Easement Area to maintain, insurance in the amounts specified below and shall keep Grantor listed as an additional insured on both the general and automobile policy at all times:

General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate

Automobile Liability: \$1,000,000.00 (each accident)

Commercial General Liability: Grantee shall purchase and maintain for the duration of the contract general liability coverage on an occurrence basis with coverage at least as broad as the ISO form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall include the City of Pittsburgh, its officers, officials, employees, volunteers, and anyone else requested by Grantor as an Additional Insured via endorsements at least as broad as ISO form CG 20 10. The policy shall include a Waiver of Subrogation in favor of Grantor at least as broad as ISO Endorsement CG 24 04. The general liability policy must be made on an occurrence basis.

Automobile Liability: Grantee shall purchase and maintain for the duration of the contract automobile liability with a limit of no less than \$1,000,000 per accident for bodily injury and property damage with respect to the operations of any owned, hired and non-owned vehicles used in the performance of the work. If Grantee has no owned vehicles, hired and non-owned auto liability must be provided. The policy shall name the City of Pittsburgh as an additional insured. The policy shall contain a Waiver of Subrogation in favor of Grantor.

In the event that Grantee hires any contractors to carry out work related to this Agreement, Grantee shall require such contractors to maintain insurance in the amounts set forth in this section and also identifying the City as an additional insured. For clarity, during the construction phase of the Project, the contractor's insurance will be treated as the primary policy, with Grantee's insurance serving as excess coverage. Upon completion of construction, Grantee's insurance shall become the primary policy.

18. **Termination.** This Easement may be terminated by Grantee through provision of written notice to Grantor by Grantee of its intent to terminate. This Easement may be terminated by Grantor upon material breach of the provisions of this Agreement, provided that Grantor first provides the Grantee with written notice describing the nature of such breach in reasonable detail and thirty (30) days from receipt

of said notice, or a reasonable period of time given the nature of the breach, to cure the breach to the reasonable satisfaction of the Grantor.

19. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below or to any other address that the receiving Party may designate from time to time in accordance with this section. Each Party shall deliver all Notices by certified or registered mail (in each case, return receipt requested, postage prepaid).

TO GRANTOR: City of Pittsburgh
Department of Public Works
301 City-County Building
414 Grant Street
Pittsburgh, PA 15219
ATTENTION: Director

With a copy to: City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

TO GRANTEE: Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, PA 15233
ATTENTION: Kim Kennedy

With a copy to: Babst Calland
Two Gateway Center
603 Stanwix St.
Pittsburgh, PA 15241
ATTENTION: Alyssa E. Golfieri, Esq.

20. Amendment. This Agreement may not be modified or amended except in a writing signed by each Party hereto.

21. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Pennsylvania. Each Party hereto agrees that all actions or proceedings arising in connection with this Agreement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in Allegheny County, Pennsylvania.

22. Counterparts. This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile, or by email in a PDF document, shall become one (1) integrated agreement enforceable on its terms.

23. Integration. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written.

24. No Waiver. No delay or failure on the part of either Party to invoke any available right, power, or remedy in respect to a breach of this Agreement shall be held or deemed to be a waiver by that Party of (or estop that Party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach.

25. Severability. Any provision of this Agreement that is invalid or unenforceable is ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

26. No Third-Party Beneficiaries. No right, duty, obligation, nor any section, provision, condition or other term of this Agreement shall create or be construed to create or confer an express or implied third-party beneficiary or benefit upon any person or entity other than the signatories to this Agreement.

27. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

28. Home Rule Charter. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of Grantor thereunder is limited to zero (0) dollars.

29. Authorizing Resolution. This Agreement is entered into by Grantor pursuant to City of Pittsburgh Council Resolution 258, effective April 29, 2025

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**GRANTEE: ALLEGHEY COUNTY
SANITARY AUTHORITY**

By: Arletta Scott Williams

Name: Arletta Scott Williams

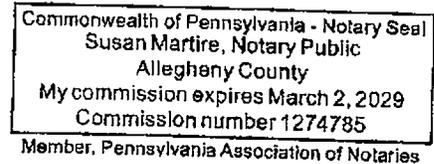
Title: Executive Director

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

SS:

On this 27th day of January, 202~~3~~⁰, before me, a Notary Public, (the undersigned officer), personally appeared Arletta Scott Williams, who acknowledged herself to be the Executive Director of the Allegheny County Sanitary Authority 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.



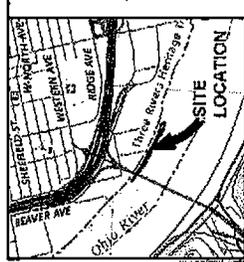
Susan Martire

Notary Public

My Commission Expires: 03/02/2029

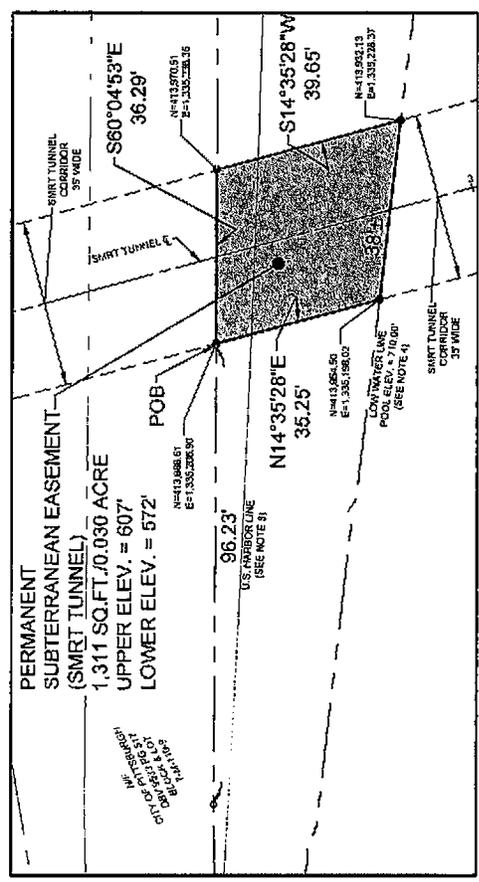
EXHIBIT A

PLANS DEPICTING THE SUBTERRANEAN EASEMENT AND EASEMENT AREA

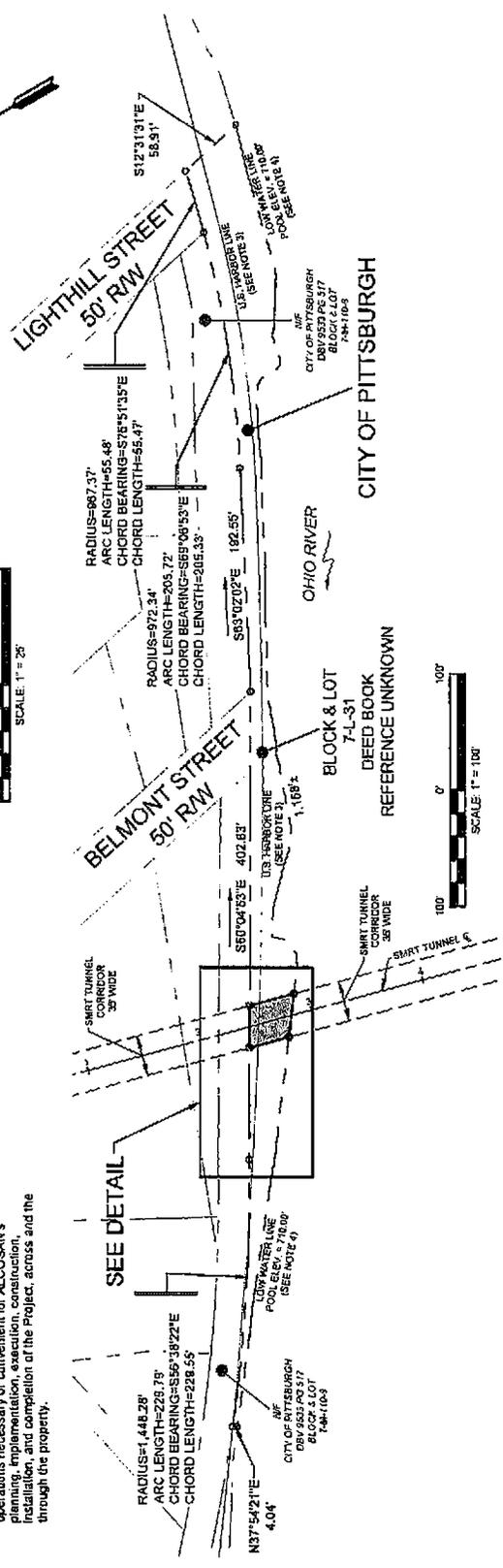


GENERAL NOTES

- The plan was prepared based on document research, current record deed plots, right-of-way maps (where found) and field survey evidence. This plan is not a plan of survey and no field survey of the property boundaries has been performed.
- The property is subject to all prior conveyances, easements, reservations and conditions recited in all prior conveyances.
- The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26, 1941, and field located stations shown on the plan.
- The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River U.S. Harbor Lines, Abrogated 10-15-64, Approved by the Secretary of War on November 26, 1941, Pool Elevation of 710.00' and UDA9 information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2020.
- 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 1985, NAVD 88.
- The permanent subterranean easement contains the volume bounded by the projection of the metes and bounds described herein (1.311 s.c.), and upper plane elevation of 607' and a lower plane elevation of 572'.
- Permanent subterranean easements in the adjacent blocks are shown for reference only. No warranty is made as to the accuracy of the information for ALCOGAN's planning, implementation, execution, construction, installation, and completion of the Project, across and the through the property.



DETAIL



<p>Reviewed by: MBE</p> <p>Drawn by: BPP</p> <p>Checked by: SMRT</p>	<table border="1"> <thead> <tr> <th>REV. No.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>APP'D.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV. No.	DATE	DESCRIPTION	APP'D.													<p> ARLETTA SCOTT WILLIAMS EXECUTIVE DIRECTOR, ALCOGAN PITTSBURGH, PENNSYLVANIA WWW.ALCOGAN.ORG </p> <p> meredith bass engineers CONSULTING ENGINEERS 300 BARRACLOUGH BLVD., SUITE 200 PITTSBURGH, PA 15201 PH: 412-782-2296 FAX: 412-782-2296 WWW.MBE-PA.COM </p>	<p> ALLEGHENY COUNTY SANITARY AUTHORITY 21ST WARD, CITY OF PITTSBURGH COUNTY OF ALLEGHENY, PENNSYLVANIA CITY OF PITTSBURGH BLOCK & LOT 7-L-31 PERMANENT SUBTERRANEAN EASEMENT EXHIBIT </p> <p> Contract: S485 CAD FILE NAME: E:\PROJECTS\11-15-2024\11-15-2024-01.dwg Date: 04/12/2024 Sheet: 1 OF 1 </p>
REV. No.	DATE	DESCRIPTION	APP'D.																



Permanent Subterranean Easement

Parcel ID: 7-L-31

Page 1 of 1

Permanent Subterranean Easement – SMRT Tunnel

All that piece or parcel of land situate in the 21st Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and four vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 607 feet, and the second of which is at an elevation of 572 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the northerly line of the Permanent Subterranean Easement and the easterly Property Line of the City of Pittsburgh, said point being distant 96.23' from a corner on the easterly Property Line of the City of Pittsburgh;

Thence from said point of beginning along the lands of the City of Pittsburgh South 60°04'53" East a distance of 36.29' to a point at the intersection of the easterly Property Line of the City of Pittsburgh and the southerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the southerly line of the Permanent Subterranean Easement South 14°35'28" West a distance of 39.65' to a point at the intersection of the southerly line of the Permanent Subterranean Easement and the Low Water Line of the Ohio River (Pool Elevation = 710.00');

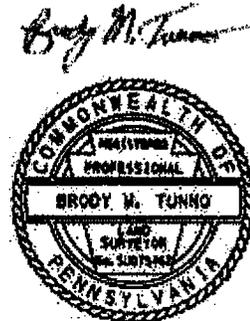
Thence along the Low Water Line of the Ohio River by its various courses a distance of 38'± to a point at the intersection of the Low Water Line of the Ohio River and the northerly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the northerly line of the Permanent Subterranean Easement North 14°35'28" East a distance of 35.25 to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 1,311 Square Feet, or 0.030 Acre of area more or less.

The four vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

Being part of Block & Lot number 7-L-31, conveyed to the City of Pittsburgh by an unknown Deed Book Volume.



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\Subsurface Easement Exhibits\3364-01 - 7-L-31 Legal Description.docx

April 12, 2024

EXHIBIT B
INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Charter Oak Fire Insurance Company		25615
INSURER B: Travelers Indemnity Company of America		25666
INSURER C: Travelers Property Casualty Company of Ame		25674
INSURER D:		
INSURER E:		
INSURER F:		

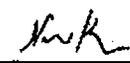
COVERAGES **CERTIFICATE NUMBER: W41079131** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZLP-16P48414-25-PB	05/16/2025	05/16/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-16P48414-TIA-25	05/16/2025	05/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP-16P48426-25-PB	05/16/2025	05/16/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 10/17/2025 WITH ID: W41068423.

- RE: Land Parcels
- 7-M-110-9
 - 44-S-230
 - 7-A-195

CERTIFICATE HOLDER City of Pittsburgh 301 City County Building 414 Grant Street Pittsburgh, PA 15219	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Allegheny County Sanitary Authority (Alocosan) 3300 Frable Ave Pittsburgh, PA 15233	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- 7-F-107
- 8-B-150
- 8-G-250
- 8-D-15
- 7-L-31
- 7-F-200

The City of Pittsburgh, its officers, officials, employees, and volunteers are included as additional insureds with respects to General Liability and Auto Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability.

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

ORT ADDENDUM 14
Section 01 32 13
Attachment 2.9
(16 Pages)

*** Electronically Filed Document ***

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

Department of Real Estate Stamp

Document Number: 2026-2232
Recorded As: ERX-DEED AGREEMENT
Recorded On: February 02, 2026
Recorded At: 12:25:03 pm
Number of Pages: 16
Book-VI/Pg: Bk-DE VI-20312 Pg-451
Recording Fee: \$200.00
Parties:
PITTSBURGH CITY
ALLEGHENY COUNTY SANITARY AUTHORITY
Receipt Number: 4548725
Processed By: Jim Bertoty

NOTE-

NOT A DEED OF TRANSFER

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

652462

DRE Certified

30-Jan-2026 03:26P\Int By: S S

Please record and return to:

City of Pittsburgh
 Law Department
 313 City-County Building
 414 Grant Street
 Pittsburgh, PA 15219

SUBTERRANEAN EASEMENT AGREEMENT

This **SUBTERRANEAN EASEMENT AGREEMENT** (this "**Agreement**"), dated January 27th, 2026 (the "**Effective Date**"), by and between the ALLEGHENY COUNTY SANITARY AUTHORITY, a Pennsylvania municipal authority, (the "**Grantee**"), having an address at 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233, County of Allegheny, and the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, having an address at 414 Grant Street, Pittsburgh, Pennsylvania 15219 (the "**Grantor**"). Grantee and Grantor may be referred to in this Agreement individually as a "**Party**" or collectively as 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, Grantee is currently under a federal mandate to improve its sewer system and control stormwater overflows by separating runoff from the sanitary sewer system through the construction and implementation of a new regional tunnel system, with tunnel segments along the Ohio, Allegheny, and Monongahela Rivers approximately 150 feet below the surface, in order to reduce combined sewer flows by separating stormwater runoff from the sanitary sewer system (the "**Tunnel Project**"); and

WHEREAS, Grantor is the fee owner of certain land located in the City of Pittsburgh, County of Allegheny, Pennsylvania, currently designated as Allegheny County Lot and Block No. 7-P-200 (the "**Property**"); and

WHEREAS, in connection with the Tunnel Project, Grantee requires the acquisition of a subterranean easement under the Property; and

WHEREAS, Grantor is willing to grant a non-exclusive perpetual subterranean easement to Grantee for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project; and

WHEREAS, there will be no cost to the City in conjunction with Grantee's access to or use of the Property, the Subterranean Easement (as the term is defined herein), or the Easement Areas (as the term is defined herein).

NOW, THEREFORE, in consideration of the sum of Five Hundred Dollars (\$500) and other good and valuable consideration provided by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals:** The recitals set forth above (the "**Recitals**"), including all terms referenced therein are hereby incorporated into the body of this Agreement as though set forth herein.

2. **Grant.** Grantor hereby grants and conveys to Grantee a non-exclusive perpetual subterranean easement (the "**Subterranean Easement**") in, under, and through the Property, as more particularly shown in **Exhibit A**, attached hereto and incorporated herein, including the area(s) encompassed within this Subterranean Easement, (the "**Easement Area**") for the benefit of Grantee. The Easement shall serve the following purposes described in the Recitals and as further set forth herein.

3. **Use.** Grantee may use the Subterranean Easement and Easement Area in strict accordance with **Exhibit A** for the purpose of constructing, operating, inspecting, maintaining, repairing, modifying, and/or improving a tunnel segments along the Ohio River in connection with the Tunnel Project. The Easement includes the right of ingress, egress, and regress to the Easement Area for the permitted uses.

4. **Access.** Grantee may, for the purposes set forth in Section 3, access the Subterranean Easement and Easement Area at any time.

5. **Plans.** On Grantor's request, Grantee shall provide Grantor with as-built drawings showing the location and depth of any improvements installed in the Subterranean Easement and Easement Area.

6. **No Disturbance of Surface; Restoration.** Grantee's activities in and use of the Subterranean Easement and Easement Area will in no way impact or disturb the surface of the Property, including but not limited to any buildings, structures, or other improvements on the Property's surface, or Grantor's ability to develop, build on, or otherwise improve the Property's surface. In the event that the surface of the Property's will be disturbed by Grantee's activities in the Subterranean Easement and Easement Area, Grantee shall promptly restore the ground surface of the Property, including pavements, driveways, sidewalks, fencing, trees, and any shrubs or grasses, and any subsurface fixtures, equipment or improvements, at Grantee's expense, to substantially the same condition than they were in prior to the disturbance.

7. **Compliance with Laws.** Grantor and Grantee shall remain in compliance with all applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time. Grantee shall obtain all necessary federal, state, and local permits, licenses, and other authorizations required for its activities and operations in the Subterranean Easement and Easement Area.

8. **Costs and Expenses.** 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 Subterranean Easement and Easement Area.

9. Reservation of Rights. All right, title, and interest in and to the Subterranean Easement and Easement Area under this Agreement, which may be used and enjoyed without directly interfering with the rights conveyed by this Agreement, are reserved to Grantor.

10. Representations and Warranties. Grantor provides all rights hereunder in quitclaim and does not warrant any further title to the rights granted in this Agreement or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title under this Agreement solely at its own risk.

11. Grantor's Use of Property. Grantor reserves the right to use the area of the Property and the Easement Area in any manner and for any purpose that does not interfere with the rights granted herein, Grantee's Easement rights, or Grantee's use of the Easement Area.

12. Public Right-of-Way. This Agreement shall not be construed as providing any permanent or temporary access, easements, or other rights in any public right-of-way. The public rights-of-way are governed according to applicable law, including the permitting and regulatory jurisdiction of the City's Department of Mobility and Infrastructure ("DOMI"). For any activities arising hereunder within the public right-of-way, Grantee must seek any and all applicable permits from DOMI before commencing the same.

13. Transferability. The Parties to this Agreement hereby acknowledge and agree that the Subterranean Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, executors, administrators, representatives, successors, and assigns.

14. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting Party may seek any and all remedies permitted by law.

15. Indemnity and Hold Harmless. Grantee agrees, and shall require all contractors exercising any rights or permission granted under this Agreement to agree, to indemnify, save and hold harmless, and defend (if requested) Grantor and all of their officers, agents, and employees, from all suits, actions, causes of action and/or claims brought or raised against Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with any act, error, or omission of Grantee, in conjunction with the rights and permissions granted under this Agreement, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

Grantee shall require all contractors exercising any rights or permission granted under this Agreement to indemnify and defend (if requested) Grantor and all of their officers, agents and employees, from all suits, actions, causes of action and/or claims brought or raised against the Grantor for or on account of any injuries, including death, damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with contractor acts or omissions, whether due to the use of defective materials or defective workmanship, or on account of any act, omission, or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers and it shall fully and finally release, indemnify and hold harmless the Grantor and its respective officers, directors, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, injuries, including death, damages, loss of property, costs,

and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the contractor, and/or its employees, agents, consultants, subcontractors or suppliers; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from contractor's acts, errors, or omissions.

16. Grantor Not Liable. In no event shall Grantor be liable for any damage to or loss of personal property or equipment sustained by Grantee within the Subterranean Easement and Easement Area, except to the extent caused by the negligence or willful misconduct of the Grantor or its officers, agents, and employees.

17. Insurance. Grantee shall provide, and require all contractors entering the Easement Area to maintain, insurance in the amounts specified below and shall keep Grantor listed as an additional insured on both the general and automobile policy at all times:

- General Liability: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate
- Automobile Liability: \$1,000,000.00 (each accident)

Commercial General Liability: Grantee shall purchase and maintain for the duration of the contract general liability coverage on an occurrence basis with coverage at least as broad as the ISO form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall include the City of Pittsburgh, its officers, officials, employees, volunteers, and anyone else requested by Grantor as an Additional Insured via endorsements at least as broad as ISO form CG 20 10. The policy shall include a Waiver of Subrogation in favor of Grantor at least as broad as ISO Endorsement CG 24 04. The general liability policy must be made on an occurrence basis.

Automobile Liability: Grantee shall purchase and maintain for the duration of the contract automobile liability with a limit of no less than \$1,000,000 per accident for bodily injury and property damage with respect to the operations of any owned, hired and non-owned vehicles used in the performance of the work. If Grantee has no owned vehicles, hired and non-owned auto liability must be provided. The policy shall name the City of Pittsburgh as an additional insured. The policy shall contain a Waiver of Subrogation in favor of Grantor.

In the event that Grantee hires any contractors to carry out work related to this Agreement, Grantee shall require such contractors to maintain insurance in the amounts set forth in this section and also identifying the City as an additional insured. For clarity, during the construction phase of the Project, the contractor's insurance will be treated as the primary policy, with Grantee's insurance serving as excess coverage. Upon completion of construction, Grantee's insurance shall become the primary policy.

18. Termination. This Easement may be terminated by Grantee through provision of written notice to Grantor by Grantee of its intent to terminate. This Easement may be terminated by Grantor upon material breach of the provisions of this Agreement, provided that Grantor first provides the Grantee with written notice describing the nature of such breach in reasonable detail and thirty (30) days from receipt

of said notice, or a reasonable period of time given the nature of the breach, to cure the breach to the reasonable satisfaction of the Grantor.

19. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below or to any other address that the receiving Party may designate from time to time in accordance with this section. Each Party shall deliver all Notices by certified or registered mail (in each case, return receipt requested, postage prepaid).

TO GRANTOR: City of Pittsburgh
Department of Public Works
301 City-County Building
414 Grant Street
Pittsburgh, PA 15219
ATTENTION: Director

With a copy to: City of Pittsburgh
Law Department
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

TO GRANTEE: Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, PA 15233
ATTENTION: Kim Kennedy

With a copy to: Babst Calland
Two Gateway Center
603 Stanwix St.
Pittsburgh, PA 15241
ATTENTION: Alyssa E. Golfieri, Esq.

20. Amendment. This Agreement may not be modified or amended except in a writing signed by each Party hereto.

21. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Pennsylvania. Each Party hereto agrees that all actions or proceedings arising in connection with this Agreement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in Allegheny County, Pennsylvania.

22. Counterparts. This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile, or by email in a PDF document, shall become one (1) integrated agreement enforceable on its terms.

23. Integration. This Agreement supersedes all prior agreements between the Parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written.

24. No Waiver. No delay or failure on the part of either Party to invoke any available right, power, or remedy in respect to a breach of this Agreement shall be held or deemed to be a waiver by that Party of (or estop that Party from asserting) any right, power, or remedy available to it on the recurrence or continuance of said breach or the occurrence of a different breach.

25. Severability. Any provision of this Agreement that is invalid or unenforceable is ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

26. No Third-Party Beneficiaries. No right, duty, obligation, nor any section, provision, condition or other term of this Agreement shall create or be construed to create or confer an express or implied third-party beneficiary or benefit upon any person or entity other than the signatories to this Agreement.

27. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement, and each individual signing on behalf of a Party to this Agreement states that they are the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.

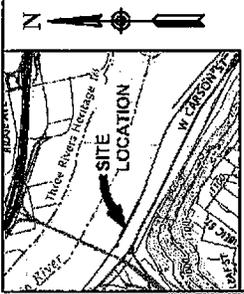
28. Home Rule Charter. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of Grantor thereunder is limited to zero (0) dollars.

29. Authorizing Resolution. This Agreement is entered into by Grantor pursuant to City of Pittsburgh Council Resolution 258, effective April 29, 2025

[Signatures to Follow]

EXHIBIT A

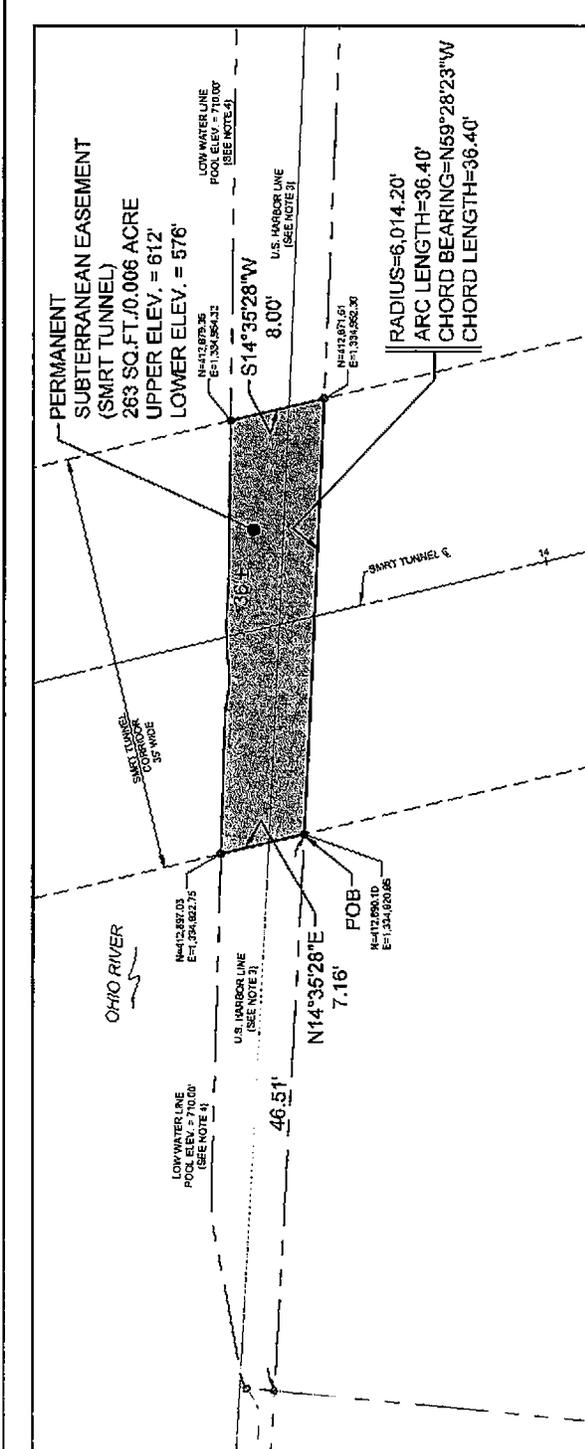
PLANS DEPICTING THE SUBTERRANEAN EASEMENT AND EASEMENT AREA



VICINITY MAP
SCALE: 1"=200'

GENERAL NOTES

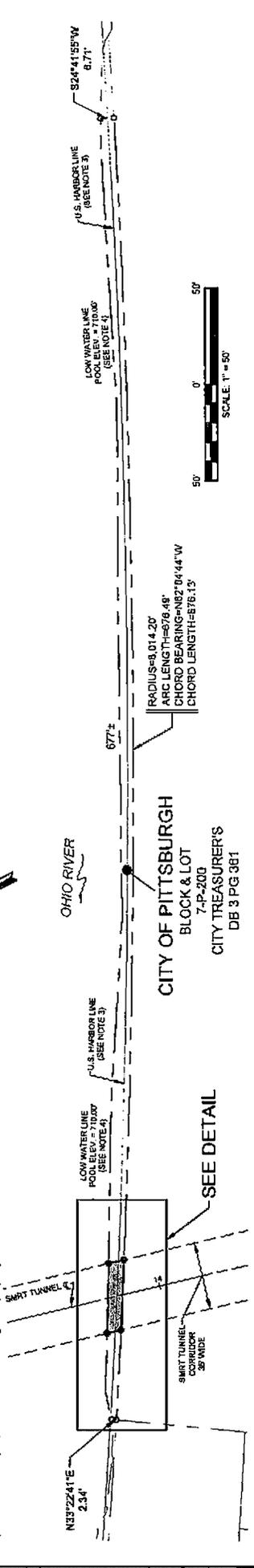
- 1.) The plan was prepared based on document research, current record deed plots, right-of-way maps (where applicable) and found right-of-way evidence. This plan is not a Plan of Survey nor has a field survey of the property boundaries been performed.
- 2.) The property is subject to all prior conveyances, easement, reservations and conditions recited in all prior conveyances.
- 3.) The U.S. Harbor Line is based on U.S. Army, Corps of Engineers Plan of Ohio River, U.S. Reclamation, authorized 10-15-94, Approved by the Secretary of War on November 20, 1941, and field located stations shown on the plan.
- 4.) The Low Water Line is based on U.S. Army, Corps of Engineers Plan of Ohio River, U.S. Harbor Lines, Authorized 10-1-544, Approved by the Secretary of War on November 25, 1941, Pool Elevation of 710.00' and LIDAR information from Pennsylvania Spatial Data Access (PASDA), United States Geological Survey (USGS) dated 2021.
- 5.) 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 1985, NAVD 88.
- 6.) The permanent subterranean easement contains the volume bounded by the projection of the lines and bounds described herein (285 s.f.), and upper plane elevation of 612 and a lower plane elevation of 576'.
- 7.) Permanent subterranean easement or easements in the area(s) shown on this plan are hereby made and operations necessary or convenient for ALCOGAN's planning, implementation, execution, construction, installation, and completion of the Project, access and the through the property.



DETAIL



SCALE: 1"=10'



SEE DETAIL

Surveyed by:	REV No.	DATE	REVISION	DESCRIPTION
Drawn by:	MSE			
Checked by:	BDP			
	BLT			

I, Blot J. Tamm, a licensed Professional Land Surveyor in the State of Pennsylvania, do hereby certify that I am the author of the foregoing plat, and that it is a true and correct copy of the same as the same was submitted and prepared by me or under my direct supervision.
 Blot J. Tamm, P.L.S. #250729
 07/02/2022
 2022, B. Tamm, P.L.S. #250729

mbe
monarch design engineers
Candace P. Jones, Engineer
200 Blandford Drive, Suite 201
Ohio 41224-3333 Fax: 419-784-2995
www.monarch-engineers.com

ALCOGAN
ARLETTA SCOTT WILLIAMS
EXECUTIVE DIRECTOR, ALCOGAN
PITTSBURGH, PENNSYLVANIA
612 785-4610
www.alcogant.org

Comment:	SCALE
CAD FILE NAME	DATE
DATE	DATE
Sheet:	1 of 1



Permanent Subterranean Easement

Parcel ID: 7-P-200

Page 1 of 2

Permanent Subterranean Easement – SMRT Tunnel

All that piece or parcel of land situate in the 19th Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, having boundaries comprised of two subterranean horizontal planes and four vertical planes so as to be a closed three dimensional shape, being more particularly described as follows:

The two horizontal planes, the first of which is at an elevation of 612 feet, and the second of which is at an elevation of 576 feet, both elevations as established by the North American Vertical Datum of 1988, each of which is bounded as follows:

Beginning at a point at the intersection of the southerly property line of the City of Pittsburgh and the westerly line of the Permanent Subterranean Easement, said point being distant 46.51' from the intersection of the westerly property line of the City of Pittsburgh and the southerly property line of the City of Pittsburgh.

Thence from said point of beginning through the lands of the City of Pittsburgh along the westerly line of the Permanent Subterranean Easement North 14°35'28" East a distance of 7.16' to a point at the intersection of the westerly line of the Permanent Subterranean Easement and the Low Water Line of the Ohio River (Pool Elev. = 710.00');

Thence in a easterly direction along the Low Water Line of the Ohio River by its various courses 36'± to a point at the intersection of the Low Water Line of the Ohio River and the easterly line of the Permanent Subterranean Easement;

Thence through the lands of the City of Pittsburgh along the easterly line of the Permanent Subterranean Easement South 14°35'28" West a distance of 8.00' to a point at the intersection of the easterly line of the Permanent Subterranean Easement and the southerly property line of the City of Pittsburgh;

Thence along the southerly property line of the City of Pittsburgh by a curve to the right having a Radius of 6,014.20 an Arc Length of 36.40' and a Chord Bearing of North 59°28'23" West 36.40' to a point, at the place of beginning.

Each said horizontal plane containing within its said bounds 263 Square Feet, or 0.006 Acre of area more or less.

The four vertical planes and lateral surfaces that connect the boundaries of the two horizontal planes described above as to fully enclose the three dimensional shape.

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\Subsurface Easement Exhibits\3364-01 - 7-P-200 Legal Description.docx

April 12, 2024



Permanent Subterranean Easement

Parcel ID: 7-P-200

Page 2 of 2

Being a part of the parcel of land that James P. Kirk, City Treasurer of the City of Pittsburgh by his deed dated October 01, 1947 and recorded in City Treasurer's Deed Book 3, Page 361 conveyed to the City of Pittsburgh.

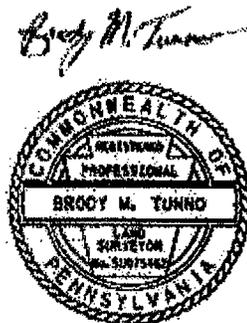


EXHIBIT B
INSURANCE CERTIFICATES

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Allegheny County Sanitary Authority (Alcosan) 3300 Preble Ave Pittsburgh, PA 15233	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- 7-F-107
- 8-B-150
- 8-G-250
- 8-D-15
- 7-L-31
- 7-F-200

The City of Pittsburgh, its officers, officials, employees, and volunteers are included as additional insureds with respects to General Liability and Auto Liability as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability.

Addendum No. 14

Attachment F

APPENDIX A - TECHNICAL SPECIFICATIONS

- **Section 01 45 23 Pre-Construction and Post-Construction Inspections, Attachment 4**

ATTACHMENT 4
LIST OF GENERAL HISTORIC ELEMENTS
(CHARACTER DEFINING FEATURES)

Below is a list of general exterior and interior historic elements (character defining features) that may be present on the identified historic resources. This list is being provided for the awareness of the ORT contractor when conducting Pre-Construction Inspections and Post-Construction Inspections for buildings in Attachment 1 of Specification Section 01 45 23.

- Wood Siding, Details, and Trim
- Brick Masonry
- Stone Masonry
- Mortar Joints
- Stucco
- Interior and Exterior Plaster
- Roofs
 - Cladding
 - Dormers
 - Chimneys
- Foundations
- Entrances and Doorways
- Windows and Window Treatments
 - Sills and Lintels
 - Shutters
- Porches
 - Porch Flooring
 - Porch Steps
 - Porch Enclosure
- Decorative Interior Features
 - Cornice Moldings
 - Ceiling Medallions
 - Wall Tiles
- Exterior Cornices and Decorative Trim

Addendum No. 14

Attachment G

APPENDIX E – SUPPLEMENTAL INFORMATION (FOR INFORMATION ONLY)

- **Section 3.4 – Background for Historic Structures and Example Checklist for Potential General Historic Elements (Character Defining Features)**

APPENDIX E – SUPPLEMENTAL INFORMATION (FOR REFERENCE ONLY)

SECTION 3.4

- **Section 3.4 – Background for Historic Structures and Example Checklist for Potential General Historic Elements (Character Defining Features)**

LIST OF GENERAL HISTORIC ELEMENTS (CHARACTER DEFINING FEATURES)

Background

As outlined in Section II.A.3. of the Draft Programmatic Agreement (PA) between ALCOSAN and the Pennsylvania State Historic Preservation Office (SHPO), an assessment of atmospheric (temporary vibration during construction) effects will be completed for the following seven (7) historic resources (a total of one hundred thirteen (113) contributing components): **McKees Rocks Bottoms Historic District** (a total of one hundred two (102) components, including thirty-one (31) components in the CCT Adit Tunnel Area and seventy-one (71) components in Area 3A); **Western State Penitentiary** (a total of four (4) components); **Hunt Stained Glass Studios** (a total of one (1) component); **D.L. Clark Building** (a total of one (1) component); **URA Steam Plant** (a total of one (1) component); **Saint Wenceslaus Bohemian Catholic Church Complex** (a total of three (3) components); and **Allegheny Turner Hall** (a total of one (1) component). A List of General Historic Elements (Character Defining Features) for the ORT contractor's general awareness is in specification Section 01 45 23 Pre-Construction and Post-Construction Inspections – Attachment 4.

Description of Seven Historic Resources with Potential Atmospheric (Temporary Vibration During Construction) Effects

McKees Rocks Bottoms Historic District (Resource No. 2024RE00552)

McKees Rocks Bottoms Historic District is a residential and light commercial neighborhood located within the eastern portion of McKees Rocks Borough and a small section in Stowe Township. McKees Rocks Bottoms exemplifies the regional trend of rapid industrialism, unprecedented immigration, and labor issues that occurred during the Industrial Revolution. Residents who lived in the Bottoms participated in the Strike of 1909, which had a significant impact on labor relations and living conditions in the area. The Historic District encompasses approximately 69.9 acres and includes three hundred thirty-five (335) elements, including two hundred seventy-four (274) contributing and sixty-one (61) non-contributing. Of the two hundred seventy-four (274) contributing elements, there are two hundred sixty-nine (269) buildings, the McKees Rocks Bridge, the Pittsburgh, Chartiers & Youghioghney Railroad (PC&Y) (currently the Pittsburgh & Ohio Central Railroad), a brick tunnel associated with the PC&Y, a ballfield known as Rangers Field, and the McKees Rocks Indian Burial Ground (36AL0006). The Historic District is eligible for the NRHP under Criterion A for Social History, Ethnic Heritage, Labor and Industry. The period of significance is 1898 to 1956. Only a portion of this resource including a total of one hundred two (102) components could be potentially affected by atmospheric effects.

Western State Penitentiary (Resource No. 1993RE00198)

Western State Penitentiary is a former state prison complex built along the Ohio River between 1878 and 1893. The facility is listed on the NRHP under Criteria A (Other: Penology) and C for Architecture. This resource is important as an exemplification of nineteenth century penological reforms and a significant example of Victorian-era penitentiary architecture influenced by modern advances in infrastructure, utilities,

sanitation, and prison design. Only a portion of this resource including four (4) components could be potentially affected by atmospheric effects.

Hunt Stained Glass Studios (Resource No 1992RE00738)

Hunt Stained Glass Studios building houses a stained glass art studio that operated in this Pittsburgh west end building since the mid-twentieth century. The building has been found eligible for the NRHP under Criterion A in the area of Art for the role it played in the support of local stained glass artists and in stained glass production in Pittsburgh after World War II. The studio retains an exceptional level of integrity in the interior. The period of significance extends from 1951 to 1974. This whole resource (one (1) component) could be potentially affected by atmospheric effects.

D.L. Clark Building (Resource No. 2001RE00013)

The D.L. Clark Building was built in 1900 as a Classical Commercial factory building. The building was initially a cracker factory but became the office and factory building for the D.L. Clark Candy Company. The Clark Candy Company was headquartered in this building between 1911, when the company moved into the building, and 1955, when it was sold to Beatrice Food Company. The building is NRHP eligible under Criteria A and C for its association with the Clark Candy Company and as an important example of factory design. This whole resource (one (1) component) could be potentially affected by atmospheric effects.

URA Steam Plant (Resource No. 2024RE00573)/Allegheny Center Historic District (Resource No. 2019RE03220)

The URA Steam Plant is a modest International style building located within the southern edge of an urban renewal project known as Allegheny Center that was built between 1961 and 1975. The Steam Plant was constructed in 1966 as a key component of the general operations of the Allegheny Center redevelopment project, providing heating and air conditioning for the commercial and residential units within the proposed Allegheny Center. The URA Steam Plant is individually eligible under Criterion A in the area of Engineering at the local level as one of the first plants that provided both heating and air conditioning to a network of buildings. This whole resource (one (1) component) could be potentially affected by atmospheric effects.

Saint Wenceslaus Bohemian Catholic Church Complex (Resource No. 2002RE02209)

The St. Wenceslaus Bohemian Catholic Church complex is located in Pittsburgh's North Side neighborhood and contains three structures, a church, a church-school, and a rectory, that sit side-by-side along Progress Street. The church was built in 1900 and includes elements of Romanesque and Mission architectural styles. The church complex served eastern European immigrants of the nineteenth century who settled on Pittsburgh's north side. The complex is eligible for listing in the NRHP under Criterion A for its association with the settlement patterns of late 19th century European immigrants in Pittsburgh and under Criterion C for its early twentieth century eclectic style architecture, showing an influence of the Romanesque, Colonial Revival, and Mission styles, retaining a high degree of integrity. The period of significance is ca. 1900 to 1926. This whole resource (three (3) components) could be potentially affected by atmospheric effects.

Allegheny Turner Hall/German Turner's Association Hall (Resource No. 1995RE00396)

The Allegheny Turner Hall/German Turner's Association Hall building is a brick and stone, four-and-a-half story, Richardsonian Romanesque building constructed in 1889. The building initially served as the seat of the Allegheny Turner Association as well as a community center with a gym, swimming pool, concert hall, kitchen, and bedrooms. Later it was converted for use as a warehouse by the H.J. Heinz Company. The building is eligible for the NRHP under Criterion A in the area of Ethnic History (German) with a period of significance from 1889 to 1919 for its association with the Allegheny Turners. It is also eligible under Criterion C for Architecture with a period of significance between 1889 and 1919. This includes the period of construction and two building refits to add unique fire protection measures. This whole resource (one (1) component) could be potentially affected by atmospheric effects.

**EXAMPLE CHECKLIST FOR DOCUMENTING POTENTIAL GENERAL HISTORIC ELEMENTS
(CHARACTER DEFINING FEATURES)**

Below is an example checklist for documenting building interior and exterior potential general historic elements (character defining features) of buildings listed in Attachment 1 of Specification Section 01 45 23. Character defining features are defined in Attachment 4 of Specification Section 01 45 23 - Pre-Construction Inspections and Post-Construction Inspections.

Date and Time:								
Owner and Contact Number:								
Address:								
Occupant present:								
Feature	Check if present	Floor No.	Room	Condition at time of Inspection	Photo 1	Photo 2	Photo 3	Video
Wood Siding, Details, and Trim								
Brick Masonry								
Stone Masonry								
Mortar Joints								
Stucco								
Interior and Exterior Plaster								
Roof - Cladding								
Roof – Dormers								
Roof – Chimneys								
Foundations								
Entrances and Doorways								
Windows and Window Treatments – Sills and Lintels								
Windows and Window Treatments - Shutters								
Porches – Porch Flooring								
Porches – Porch Steps								
Porches – Porch Enclosure								
Decorative Interior Features – Cornice Moldings								
Decorative Interior Features – Ceiling Medallions								
Decorative Interior Features – Wall Tiles								
Exterior Cornices and Decorative Trim								

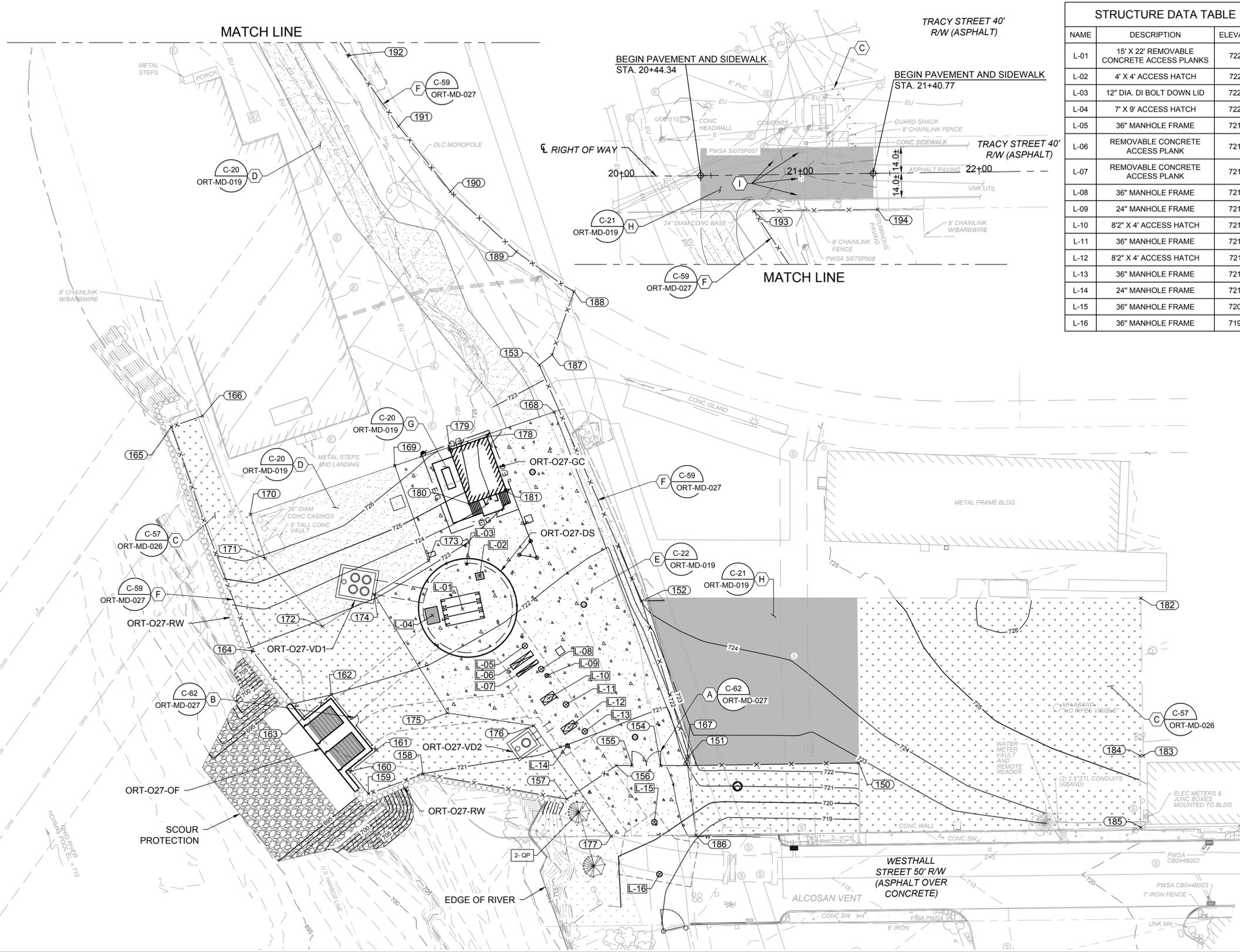
Addendum No. 14

Attachment H

APPENDIX B - CONTRACT DRAWINGS

- **Revised O27-CI-109 (Sheet 199 of 770)**
- **Revised ORT-MD-027 (Sheet 674 of 770)**

FILE NAME: C:\Users\PILE92466\DC\ACCC\Docs\Mott_MacDonald\107105621 - ALCOSAN Ohio River Tunnel Design - T&M\Project Files\1 - ORT02-Civil\Sheets - 027-CI-109 LAST SAVED BY: PLE92466 PLOT DATE: 2/11/2025 3:20:19 PM



STRUCTURE DATA TABLE		
NAME	DESCRIPTION	ELEVATION
L-01	15' X 22' REMOVABLE CONCRETE ACCESS PLANKS	722.51
L-02	4' X 4' ACCESS HATCH	722.61
L-03	12" DIA. DI BOLT DOWN LID	722.84
L-04	7' X 9' ACCESS HATCH	722.56
L-05	36" MANHOLE FRAME	721.79
L-06	REMOVABLE CONCRETE ACCESS PLANK	721.70
L-07	REMOVABLE CONCRETE ACCESS PLANK	721.63
L-08	36" MANHOLE FRAME	721.58
L-09	24" MANHOLE FRAME	721.53
L-10	8"2" X 4' ACCESS HATCH	721.37
L-11	36" MANHOLE FRAME	721.28
L-12	8"2" X 4' ACCESS HATCH	721.11
L-13	36" MANHOLE FRAME	721.05
L-14	24" MANHOLE FRAME	721.00
L-15	36" MANHOLE FRAME	720.18
L-16	36" MANHOLE FRAME	719.36

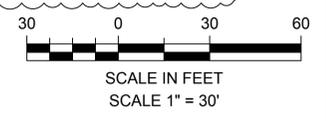
CONTROL POINTS			CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEV.	POINT #	NORTHING	EASTING	ELEV.
150	423174.81	1330613.59	0.00	173	423287.67	1330373.12	723.20
151	423178.37	1330518.49	721.48	174	423268.88	1330342.67	723.12
152	423265.12	1330492.28	724.17	175	423202.64	1330383.55	721.53
153	423396.85	1330435.00	723.35	176	423195.55	1330431.94	721.22
154	423173.30	1330502.83	720.80	177	423133.92	1330475.18	720.24
155	423173.30	1330486.83	720.68	178	423356.88	1330405.68	723.65
156	423173.30	1330477.98	720.72	179	423349.46	1330384.97	725.49
157	423154.60	1330450.46	720.55	180	423319.34	1330395.77	724.43
158	423168.57	1330369.87	721.00	181	423326.62	1330416.69	723.00
159	423157.53	1330339.42	721.25	182	423266.75	1330771.37	725.47
160	423170.10	1330329.24	706.92	183	423178.80	1330772.72	725.45
161	423181.89	1330343.79	721.37	184	423178.78	1330770.91	725.42
162	423212.95	1330318.63	722.00	185	423138.80	1330771.38	722.75
163	423200.79	1330303.62	708.86	186	423134.53	1330522.54	719.13
164	423237.37	1330274.58	722.93	187	423402.56	1330442.15	723.40
165	423362.40	1330229.15	726.21	188	423437.89	1330454.38	725.58
166	423368.50	1330246.67	726.61	189	423460.08	1330422.12	724.88
167	423176.58	1330517.53	721.22	190	423493.64	1330385.28	725.02
168	423370.72	1330443.30	722.95	191	423530.17	1330356.35	725.27
169	423340.69	1330354.12	726.45	192	423569.70	1330328.27	724.69
170	423313.51	1330273.40	726.13	193	423606.56	1330303.81	724.42
171	423288.87	1330281.71	725.82	194	423607.47	1330373.15	725.97
172	423251.03	1330313.75	722.91				

KEY NOTES

- (A) 16' SWING GATE
- (B) 4' SWING GATE
- (C) TOPSOIL AND PERMANENT SEEDING
- (D) ON-SITE AGGREGATE SURFACE
- (E) ON-SITE CONCRETE PAVEMENT
- (F) PERMANENT FENCE
- (G) AGGREGATE BELOW ORT-027-GC ELEVATED PLATFORM
- (H) ON-SITE ASPHALT PAVEMENT
- (I) ADJUST CASTINGS TO FINISHED GRADE

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.
3. PROPOSED PERMANENT FENCE SHALL BE ATTACHED TO PILE WALL AND BACK OF OUTFALL STRUCTURE WHEN ADJACENT. PERMANENT WALL TERMINAL POSTS AND LINE POSTS TO BE 2 7/8" O.D. WHEN ATTACHED TO PILE WALL OR OUTFALL STRUCTURE. SEE ATTACHMENT DETAILS ON ORT-MD-027.



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

REV No.	DATE	REVISION DESCRIPTION	APPV
1	12/22/25	TREE REVISIONS	KMC
2	02/13/26	REVISIONS FOR ADDENDUM 14	SP

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

811
 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 # 20250040208

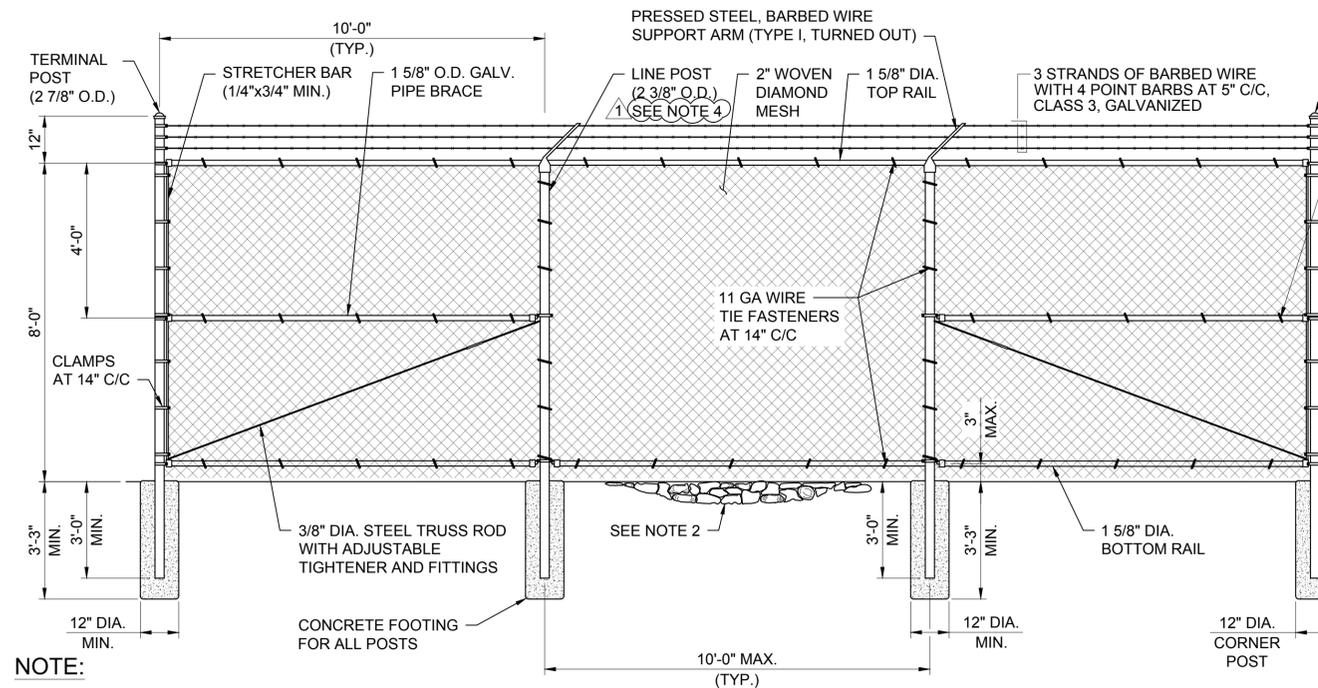
STEPHEN B. POLEN
 REGISTERED PROFESSIONAL ENGINEER
 No. 10366-R

ALCOSAN
 ALLEGHENY COUNTY SANITARY AUTHORITY
 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)
027-CI-109
SITE RESTORATION PLAN

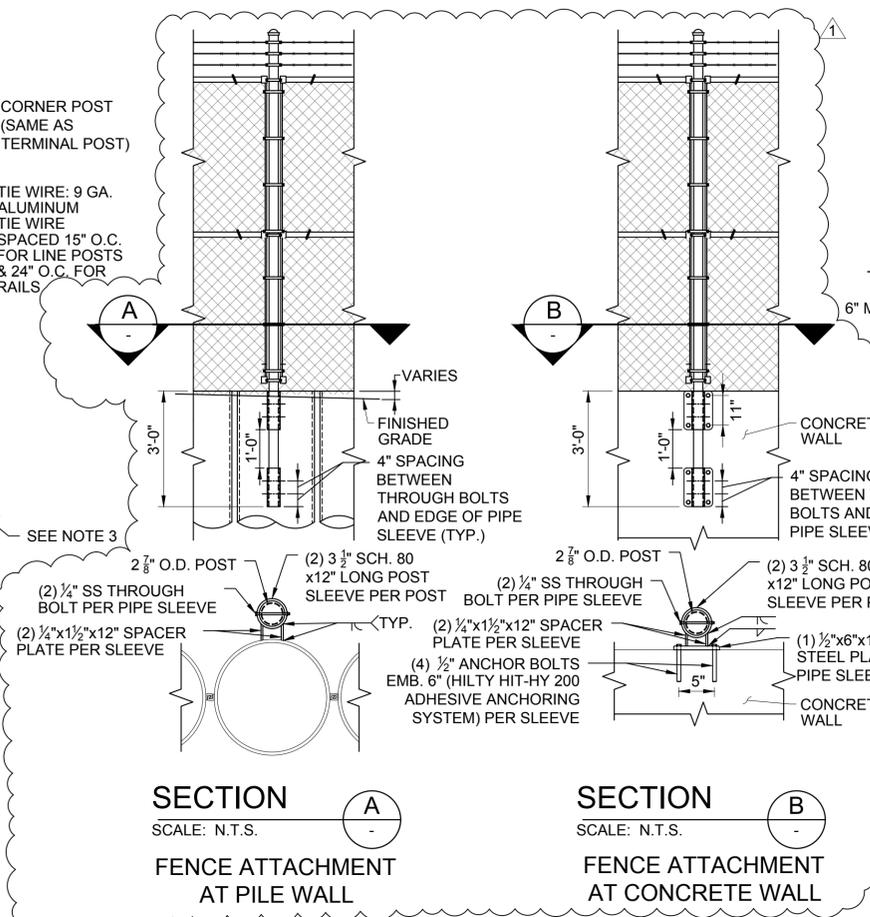
Contract: 1797
 File: 027-CI-109.dwg
 Date: 07/30/2025
 Sheet: 199 OF 770

FILE NAME: C:\Users\PILE92466\OneDrive\DC\ACCC\DC\Projects\T&M\Project Files\1 - ORT\02-Civil\Sheets - ORT-MD-027 - LAST SAVED BY: PILE92466 PLOT DATE: 2/12/2025 9:02:34 AM



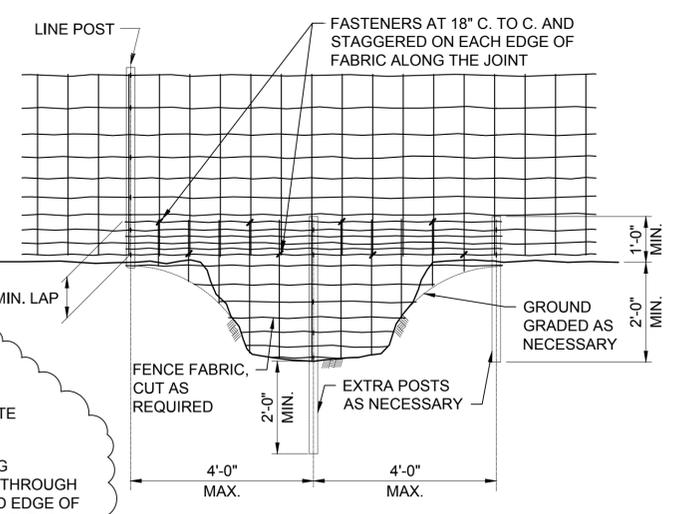
- NOTE:**
1. CONSTRUCT FENCE IN ACCORDANCE WITH THE SPECIFICATIONS.
 2. FILL ALL DEPRESSIONS GREATER THAN 3 INCHES AND LESS THAN 1 FOOT WITH ROCKS OR COMPACTED EARTH.
 3. BACKFILL POST HOLES WITH CONCRETE TO 2 INCHES ABOVE FINISHED GRADE. BEFORE CONCRETE SETS, CROWN AND FINISH TOP OF CONCRETE TO READILY SHED WATER.
 4. ALL LINE POSTS ATTACHED TO THE O27 RIVER WALL OR O27 OUTFALL STRUCTURE SHALL BE 2 7/8\"/>
 - 5. FENCE ATTACHMENT STEEL TO BE FACTORY ZINC COATED. COATING TO BE TOUCHED UP AT FIELD WELDS. REFER TO SPECIFICATION 09 90 00.

PERMANENT FENCE DETAIL
N.T.S. (C-59)

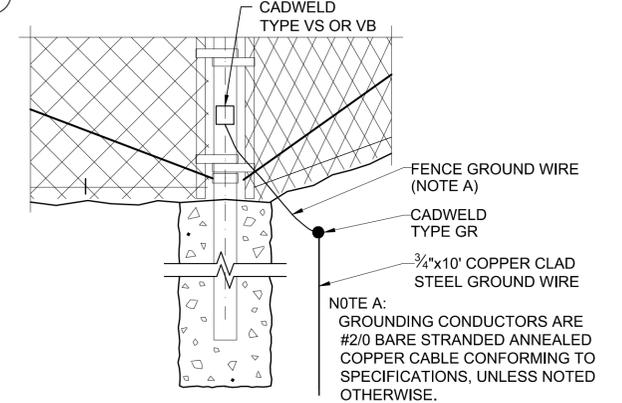


SECTION A
SCALE: N.T.S.
FENCE ATTACHMENT AT PILE WALL

SECTION B
SCALE: N.T.S.
FENCE ATTACHMENT AT CONCRETE WALL



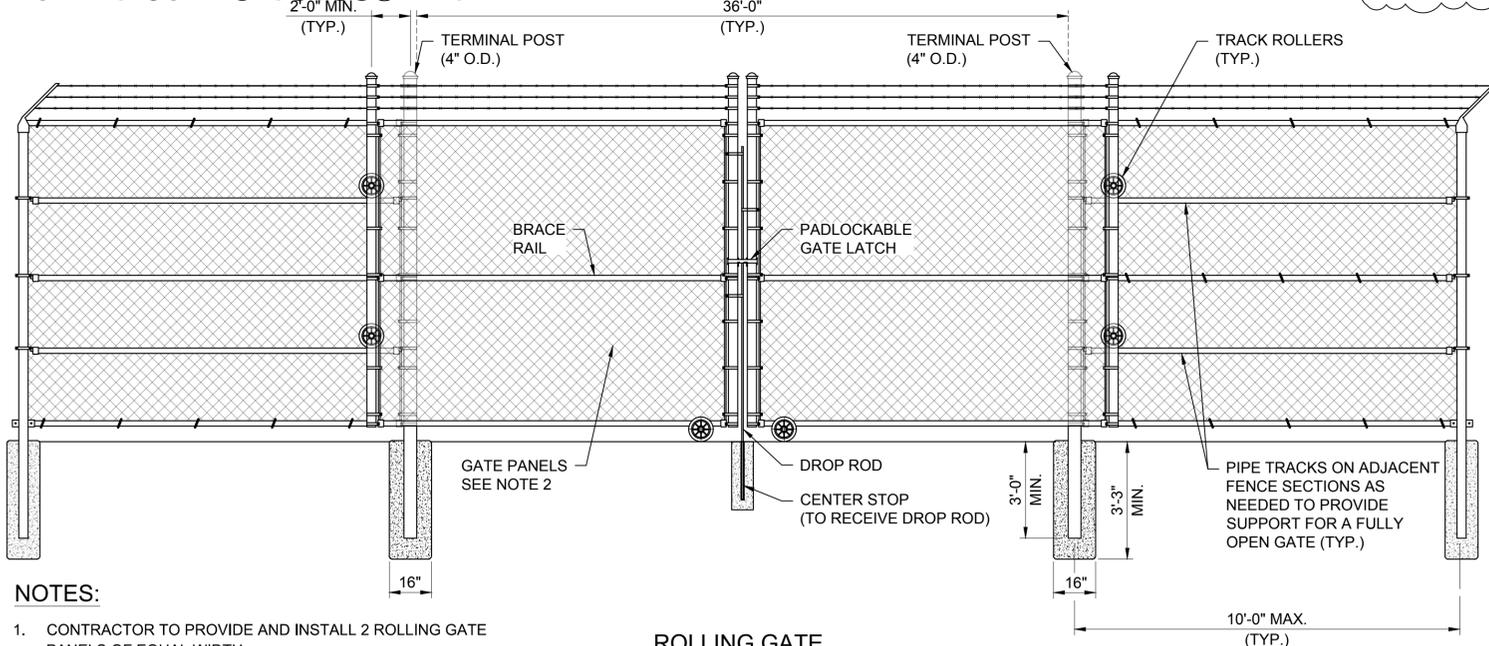
TREATMENT AT GROUND DEPRESSIONS GREATER THAN ONE FOOT DETAIL
N.T.S. (C-60)



GROUNDING AT ALL POSTS DETAIL
N.T.S. (C-63)

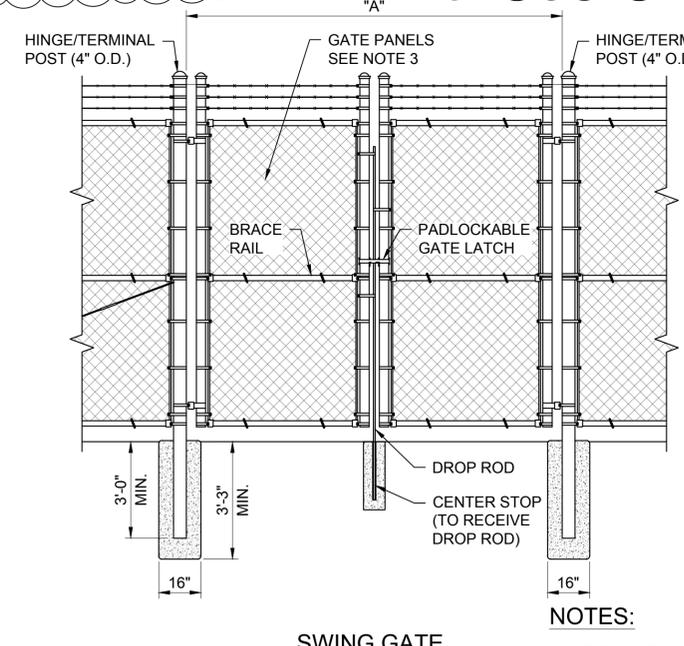
GATE SCHEDULE

SITE	SIZE "A"	TYPE	TERMINAL POST O.D.	CONC. FOOTING O.D.
O27	8'	DOUBLE SWING	2 - 7/8"	12"
O27	16'	DOUBLE SWING	4"	16"
O27	4'	SINGLE SWING	2 - 7/8"	12"
A58	24'	DOUBLE SWING	4"	16"
A58	36'	ROLLING	4"	16"
O07	16'	DOUBLE SWING	4"	16"
O14	4'	SINGLE SWING	2 - 7/8"	12"
AS1	24'	DOUBLE SWING	4"	16"
AS1	36'	ROLLING	4"	16"



- NOTES:**
1. CONTRACTOR TO PROVIDE AND INSTALL 2 ROLLING GATE PANELS OF EQUAL WIDTH.
 2. CONTRACTOR TO PROVIDE GATE PANELS WITH ADDITIONAL UPRIGHTS, DIAGONALS, BRACES, TRUSS RODS AND ON-GRADE ROLLERS AS NEEDED TO PROVIDE A STABLE AND SOUND GATE PANEL AND TO PREVENT GATE SAG.

ROLLING GATE DETAIL
N.T.S. (C-61)



- NOTES:**
1. CONTRACTOR TO PROVIDE AND INSTALL 2 SWING GATE PANELS OF EQUAL WIDTH.
 2. CONTRACTOR TO PROVIDE ON-GRADE WHEEL SUPPORT AS NEEDED.
 3. CONTRACTOR TO PROVIDE GATE PANELS WITH ADDITIONAL UPRIGHTS, DIAGONALS, BRACES, AND TRUSS RODS AS NEEDED TO PROVIDE A STABLE AND SOUND GATE PANEL AND TO PREVENT GATE SAG.

SWING GATE DETAIL
N.T.S. (C-62)

REV No.	DATE	DESCRIPTION	APPV
1	02/13/25	REVISION FOR ADDENDUM 14	MS

MOTT MACDONALD

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

811

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 # 20250040208

REGISTERED PROFESSIONAL ENGINEER

STEPHEN B. POLEN

PA 043668

alcosan
allegheny county sanitary authority

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-027
PERMANENT FENCE DETAILS**

Contract: 1797

File: ORT-MD-027.dwg

Date: 07/30/2025

Sheet: 674 OF 770

Addendum No. 14

Attachment I

APPENDIX A - TECHNICAL SPECIFICATIONS

SECTION 01 31 00

- Attachment 12 – Draft PADEP Water Obstruction and Encroachment Permit E0205224-001

Attachment 12

Draft PADEP Water Obstruction and Encroachment Permit E0205224-001

- ALCOSAN is progressing with finalizing the Programmatic Agreement with the Pennsylvania State Historic Preservation Office (PA SHPO), and with the execution of the Water Obstruction and Encroachment Permit with PADEP.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

ACKNOWLEDGMENT OF APPRISAL OF PERMIT CONDITIONS

Permit No. E0205224-001

Project Location: County Allegheny

Municipality City of Pittsburgh and McKees Rocks
Borough

Ladies and Gentlemen:

Acknowledgment is made that I, (Permittee Name) _____

and _____
(Name/address/telephone of individual responsible for supervision of work)

have been apprised of and are familiar with the terms and conditions of Permit No. _____ issued to

(Permittee): _____

giving its consent to:

1. Construct and maintain the 20,000 feet long Ohio River Tunnel (ORT), which will have an internal diameter of 18 feet, along the Ohio River (WWF, N), approximately at a depth of 150 feet, using a Tunnel Boring Machine. This will permanently impact 6.66 acres of the watercourse, 1.2 acres of the floodway, and 1.29 acres of floodplain. This will also impact 0.60 acres of the Allegheny River (WWF) floodplain.
2. Construct and maintain the 4,500 feet long Chartiers Creek Tunnel (CCT), which will have an internal diameter of 14 feet that runs along the Chartiers Creek and Ohio River, at a depth of approximately 150 feet using a Tunnel Boring Machine, before crossing the Ohio River to connect to the ORT. This will permanently impact 1.9 acres of watercourse, including one crossing beneath the Ohio River, 0.80 acres of floodway, and 0.20 acres of floodplain. This will also permanently impact 0.21 acres of Chartiers Creek (WWF) floodplain.
3. Construct and maintain the 1,600 feet long Saw Mill Run Tunnel (SMRT), which will have an internal diameter of 14 feet, at a depth of approximately 150 feet ~~using a Tunnel Boring Machine, before crossing the Ohio River to connect to the ORT.~~ This will permanently impact 0.88 acres of watercourse, including one crossing beneath the Ohio River, 0.04 acres of floodway, and 0.24 acres of floodplain.
4. Construct and maintain a 600 feet long dewatering tunnel which has an internal diameter of 8 feet and will be approximately 150 feet beneath and along the Ohio River. This will permanently impact 0.03 acres of floodway. This dewatering tunnel will be constructed from the northern terminus of the ORT.
5. Construct and maintain the 1,900 feet long Ella Street to Chartiers Creek connector tunnel beneath Shingiss Street, which will have an internal diameter of 7 feet and will be approximately 140 below ground. This will permanently impact 0.48 acres of the Ohio River's floodplain.
6. Construct and maintain two (2) drop shafts to direct flow to the tunnel system with mined connector tunnels to the ORT in 0.57 acres of the Ohio River floodplain. **combined**
7. Construct and maintain one (1) drop shafts to direct flow to the tunnel system with mined connector tunnels to the CCT and to construct and maintain one (1) drop shaft with mined connector tunnels to the SMRT in 0.19 acres of the Allegheny River floodplain **combined**.

and
CCT

ORT

ORT

8. Construct and maintain support structures which may include a river wall (319' x 6'), vent structures, gate control building, outfall and associated outlet protection located at the western terminus of Westhall Street, which will permanently impact 0.17 acres of the Ohio River, 0.28 acres of floodway, and 0.17 acres of floodplain.
9. Construct and maintain support structures which may include vent structures, outfall, and associated outlet protection located between North Point Drive and the Three Rivers Heritage Trail, which will permanently impact 0.02 acres of the Ohio River, 0.01 acres of floodway, and 0.1 acres of floodplain.
10. Construct and maintain support structures which may include vent structures, outfall and associated outlet protection located by the intersection of River Road and West Carson Street, which will permanently impact 0.03 acres of Chartiers Creek and 0.11 acres of floodway.
11. Construct and maintain support structures which may include vent structures, gate control structure, and modify existing outfall and outlet protection located along River Avenue between Madison Avenue and Voegtly Street, which will permanently impact 0.08 acres of the Allegheny River, 0.01 acres of floodway, and 0.14 acres of floodplain.
12. Construct and maintain support structures which may include vent structures located south of the CSX Transportation railroad and along Riverside Street, which will permanently impact 0.17 acres of the Ohio River's floodplain.
13. Construct and maintain support structures which may include vent structures located east of the D.L. Clark Building, which will permanently impact 0.10 acres of the Allegheny River's floodplain.
14. Construct and maintain support structures which may include vent structures located along S Canal Street and between Chestnut Street and Warfield Street, which will permanently impact 0.02 acres of the Allegheny River's floodway and 0.18 acres of floodplain.
15. Construct and maintain temporary cofferdams around the aforementioned outfall structures. In the Ohio River, it will temporarily impact 0.35 acres of watercourse, 0.32 acres of floodway, and 2.13 acres of floodplain. In Chartiers Creek, it will temporarily impact 0.11 acres of watercourse and 0.70 acres of floodplain. In the Allegheny River, it will temporarily impact 0.08 acres of watercourse, 0.06 acres of floodway, and 2.44 acres of floodplain.

For the purpose of reducing combined sewage overflows into the region's streams and rivers to improve water quality, as a part of Modified Consent Decree: No. 2:07-cv-00737 and ALCOSAN's Clean Water Plan. The ORT project will serve as Phase II of the Clean Water Plan; Phase I having been for the Woods Run Water Treatment Plant Expansion for which the Department previously authorized permit #E02052-1818. Cumulatively, Phase II of the overall project will permanently impact 9.75 acres of watercourse, 2.39 acres of floodway, and 4.27 acres of floodplain. This project will temporarily impact 0.54 acres of watercourse, 0.38 acres of floodway, and 5.27 acres of floodplain.

The project site is located in McKees Rocks Borough and City of Pittsburgh, Allegheny County, and begins at 3300 Preble Avenue, Pittsburgh, PA 15233 (Pittsburgh West and Pittsburgh East PA USGS topographic quadrangle; N: 40°, 28', 34"; W: -80°, 02', 38"; Sub-basin 20G; USACE Pittsburgh District) and extends along the Ohio River to the Allegheny River (Pittsburgh West and Pittsburgh East PA USGS topographic quadrangle; N:40°, 27', 10"; W: -79°, 59', 38"; Sub-basin 18A; USACE Pittsburgh District), with spurs that will cross the Ohio River that will extend west into McKees Rocks Borough and the City of Pittsburgh.

RETURN TO:
Department of Environmental Protection
Waterways and Wetlands Program
400 Waterfront Drive
Pittsburgh, PA 15222-4745

(Permittee signature)

Date

(Signature of individual responsible for supervision work)

Date

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**WATER OBSTRUCTION AND ENCROACHMENT PERMIT
COMPLETION REPORT**

Permit No. E0205224-001

Project Location: County Allegheny

Municipality City of Pittsburgh and McKees Rocks
Borough

Ladies and Gentlemen:

I (We) hereby certify that the following, authorized construction activities for the project originally described as;

1. Construct and maintain the 20,000 feet long Ohio River Tunnel (ORT), which will have an internal diameter of 18 feet, along the Ohio River (WWF, N), approximately at a depth of 150 feet, using a Tunnel Boring Machine. This will permanently impact 6.66 acres of the watercourse, 1.2 acres of the floodway, and 1.29 acres of floodplain. This will also impact 0.60 acres of the Allegheny River (WWF) floodplain.
2. Construct and maintain the 4,500 feet long Chartiers Creek Tunnel (CCT), which will have an internal diameter of 14 feet that runs along the Chartiers Creek and Ohio River, at a depth of approximately 150 feet using a Tunnel Boring Machine, before crossing the Ohio River to connect to the ORT. This will permanently impact 1.9 acres of watercourse, including one crossing beneath the Ohio River, 0.80 acres of floodway, and 0.20 acres of floodplain. This will also permanently impact 0.21 acres of Chartiers Creek (WWF) floodplain.
3. Construct and maintain the 1,600 feet long Saw Mill Run Tunnel (SMRT), which will have an internal diameter of 14 feet, at a depth of approximately 150 feet ~~using a Tunnel Boring Machine, before~~ crossing the Ohio River to connect to the ORT. This will permanently impact 0.88 acres of watercourse, including one crossing beneath the Ohio River, 0.04 acres of floodway, and 0.24 acres of floodplain.
4. Construct and maintain a 600 feet long dewatering tunnel which has an internal diameter of 8 feet and will be approximately 150 feet beneath and along the Ohio River. This will permanently impact 0.03 acres of floodway. This dewatering tunnel will be constructed from the northern terminus of the ORT.
5. Construct and maintain the 1,900 feet long Ella Street to Chartiers Creek connector tunnel beneath Shingiss Street, which will have an internal diameter of 7 feet and will be approximately 140 below ground. This will permanently impact 0.48 acres of the Ohio River's floodplain.
6. Construct and maintain two (2) drop shafts to direct flow to the tunnel system with mined connector tunnels to the ~~ORT~~ in 0.57 acres of the Ohio River floodplain. ~~combined~~
7. Construct and maintain one (1) drop shafts to direct flow to the tunnel system with mined connector tunnels to the ~~SMRT~~ in 0.19 acres of the Allegheny River floodplain ~~combined~~. ~~ORT~~
8. Construct and maintain support structures which may include a river wall (319' x 6'), vent structures, gate control building, outfall and associated outlet protection located at the western terminus of Westhall Street, which will permanently impact 0.17 acres of the Ohio River, 0.28 acres of floodway, and 0.17 acres of floodplain.
9. Construct and maintain support structures which may include vent structures, outfall, and associated outlet protection located between North Point Drive and the Three Rivers Heritage Trail, which will permanently impact 0.02 acres of the Ohio River, 0.01 acres of floodway, and 0.1 acres of floodplain.

and
CCT

ORT

ORT

10. Construct and maintain support structures which may include vent structures, outfall and associated outlet protection located by the intersection of River Road and West Carson Street, which will permanently impact 0.03 acres of Chartiers Creek and 0.11 acres of floodway.
11. Construct and maintain support structures which may include vent structures, gate control structure, and modify existing outfall and outlet protection located along River Avenue between Madison Avenue and Voegtly Street, which will permanently impact 0.08 acres of the Allegheny River, 0.01 acres of floodway, and 0.14 acres of floodplain.
12. Construct and maintain support structures which may include vent structures located south of the CSX Transportation railroad and along Riverside Street, which will permanently impact 0.17 acres of the Ohio River's floodplain.
13. Construct and maintain support structures which may include vent structures located east of the D.L. Clark Building, which will permanently impact 0.10 acres of the Allegheny River's floodplain.
14. Construct and maintain support structures which may include vent structures located along S Canal Street and between Chestnut Street and Warfield Street, which will permanently impact 0.02 acres of the Allegheny River's floodway and 0.18 acres of floodplain.
15. Construct and maintain temporary cofferdams around the aforementioned outfall structures. In the Ohio River, it will temporarily impact 0.35 acres of watercourse, 0.32 acres of floodway, and 2.13 acres of floodplain. In Chartiers Creek, it will temporarily impact 0.11 acres of watercourse and 0.70 acres of floodplain. In the Allegheny River, it will temporarily impact 0.08 acres of watercourse, 0.06 acres of floodway, and 2.44 acres of floodplain.

For the purpose of reducing combined sewage overflows into the region's streams and rivers to improve water quality, as a part of Modified Consent Decree: No. 2:07-cv-00737 and ALCOSAN's Clean Water Plan. The ORT project will serve as Phase II of the Clean Water Plan; Phase I having been for the Woods Run Water Treatment Plant Expansion for which the Department previously authorized permit #E02052-1818. Cumulatively, Phase II of the overall project will permanently impact 9.75 acres of watercourse, 2.39 acres of floodway, and 4.27 acres of floodplain. This project will temporarily impact 0.54 acres of watercourse, 0.38 acres of floodway, and 5.27 acres of floodplain.

The project site is located in McKees Rocks Borough and City of Pittsburgh, Allegheny County, and begins at 3300 Preble Avenue, Pittsburgh, PA 15233 (Pittsburgh West and Pittsburgh East PA USGS topographic quadrangle; N: 40°, 28', 34"; W: -80°, 02', 38"; Sub-basin 20G; USACE Pittsburgh District) and extends along the Ohio River to the Allegheny River (Pittsburgh West and Pittsburgh East PA USGS topographic quadrangle; N:40°, 27', 10"; W: -79°, 59', 38"; Sub-basin 18A; USACE Pittsburgh District), with spurs that will cross the Ohio River that will extend west into McKees Rocks Borough and the City of Pittsburgh.

were completed on _____, 20____, in accordance with the plans approved and that all unauthorized obstructions have been removed.

Name: _____
(typed or printed)

Signature: _____

Title: _____

Firm: _____

Date: _____

RETURN TO:

Department of Environmental Protection

Waterways and Wetlands Program

400 Waterfront Drive

Pittsburgh, PA 15222-4745

Commonwealth of Pennsylvania
Department of Environmental Protection
Southwest Regional Office
Waterways and Wetlands Program

WATER OBSTRUCTION AND ENCROACHMENT PERMIT

The Department of Environmental Protection (“Department”), established by the Act of December 3, 1970, P.L. 834 (71 P.S. §§510.1 et seq.) and empowered to exercise certain powers and perform certain duties under and by virtue of the Act of November 26, 1978, P.L. 1375, as amended by the Act of October 23, 1979, P.L. 204 (32 P.S. §§693.1 et seq.) known as the “Dam Safety and Encroachments Act”; Act of October 4, 1978, P.L. 851 (32 P.S. §§679.101 et seq.) known as the “Flood Plain Management Act”; Act of June 22, 1937, P.L. 1987, (35 P.S. §§691.1 et seq.), known as “The Clean Streams Law”; and the Administrative Code, Act of April 9, 1929, P.L. 177, as amended, which empowers the Department to exercise certain powers and perform certain duties by law vested in and imposed upon the Water Supply Commission of Pennsylvania and the Water and Power Resources Board, hereby issues this permit to:

Allegheny County Sanitary Authority
3300 Prebble Ave
Pittsburgh, PA 15233-1092

giving its consent to

1. Construct and maintain the 20,000 feet long Ohio River Tunnel (ORT), which will have an internal diameter of 18 feet, along the Ohio River (WWF, N), approximately at a depth of 150 feet, using a Tunnel Boring Machine. This will permanently impact 6.66 acres of the watercourse, 1.2 acres of the floodway, and 1.29 acres of floodplain. This will also impact 0.60 acres of the Allegheny River (WWF) floodplain.
2. Construct and maintain the 4,500 feet long Chartiers Creek Tunnel (CCT), which will have an internal diameter of 14 feet that runs along the Chartiers Creek and Ohio River, at a depth of approximately 150 feet using a Tunnel Boring Machine, before crossing the Ohio River to connect to the ORT. This will permanently impact 1.9 acres of watercourse, including one crossing beneath the Ohio River, 0.80 acres of floodway, and 0.20 acres of floodplain. This will also permanently impact 0.21 acres of Chartiers Creek (WWF) floodplain.
3. Construct and maintain the 1,600 feet long Saw Mill Run Tunnel (SMRT), which will have an internal diameter of 14 feet, at a depth of approximately 150 feet ~~using a Tunnel Boring Machine, before~~ crossing the Ohio River to connect to the ORT. This will permanently impact 0.88 acres of watercourse, including one crossing beneath the Ohio River, 0.04 acres of floodway, and 0.24 acres of floodplain.

4. Construct and maintain a 600 feet long dewatering tunnel which has an internal diameter of 8 feet and will be approximately 150 feet beneath and along the Ohio River. This will permanently impact 0.03 acres of floodway. This dewatering tunnel will be constructed from the northern terminus of the ORT.
5. Construct and maintain the 1,900 feet long Ella Street to Chartiers Creek connector tunnel beneath Shingiss Street, which will have an internal diameter of 7 feet and will be approximately 140 below ground. This will permanently impact 0.48 acres of the Ohio River's floodplain.
- and CCT 6. Construct and maintain two (2) drop shafts to direct flow to the tunnel system with mined connector tunnels to the ORT in 0.57 acres of the Ohio River floodplain ← combined
- 7 ORT 7. Construct and maintain one (1) drop shafts to direct flow to the tunnel system with mined connector tunnels to the CCT and to construct and maintain one (1) drop shaft with mined connector tunnels to the ORT → SMRT in 0.19 acres of the Allegheny River floodplain combined.
8. Construct and maintain support structures which may include a river wall (319' x 6'), vent structures, gate control building, outfall and associated outlet protection located at the western terminus of Westhall Street, which will permanently impact 0.17 acres of the Ohio River, 0.28 acres of floodway, and 0.17 acres of floodplain.
9. Construct and maintain support structures which may include vent structures, outfall, and associated outlet protection located between North Point Drive and the Three Rivers Heritage Trail, which will permanently impact 0.02 acres of the Ohio River, 0.01 acres of floodway, and 0.1 acres of floodplain.
10. Construct and maintain support structures which may include vent structures, outfall and associated outlet protection located by the intersection of River Road and West Carson Street, which will permanently impact 0.03 acres of Chartiers Creek and 0.11 acres of floodway.
11. Construct and maintain support structures which may include vent structures, gate control structure, and modify existing outfall and outlet protection located along River Avenue between Madison Avenue and Voeghtly Street, which will permanently impact 0.08 acres of the Allegheny River, 0.01 acres of floodway, and 0.14 acres of floodplain.
12. Construct and maintain support structures which may include vent structures located south of the CSX Transportation railroad and along Riverside Street, which will permanently impact 0.17 acres of the Ohio River's floodplain.
13. Construct and maintain support structures which may include vent structures located east of the D.L. Clark Building, which will permanently impact 0.10 acres of the Allegheny River's floodplain.
14. Construct and maintain support structures which may include vent structures located along S Canal Street and between Chestnut Street and Warfield Street, which will permanently impact 0.02 acres of the Allegheny River's floodway and 0.18 acres of floodplain.
15. Construct and maintain temporary cofferdams around the aforementioned outfall structures. In the Ohio River, it will temporarily impact 0.35 acres of watercourse, 0.32 acres of floodway, and 2.13 acres of floodplain. In Chartiers Creek, it will temporarily impact 0.11 acres of watercourse and 0.70 acres of floodplain. In the Allegheny River, it will temporarily impact 0.08 acres of watercourse, 0.06 acres of floodway, and 2.44 acres of floodplain.

For the purpose of reducing combined sewage overflows into the region's streams and rivers to improve water quality, as a part of Modified Consent Decree: No. 2:07-cv-00737 and ALCOSAN's Clean Water Plan. The

ORT project will serve as Phase II of the Clean Water Plan; Phase I having been for the Woods Run Water Treatment Plant Expansion for which the Department previously authorized permit #E02052-1818. Cumulatively, Phase II of the overall project will permanently impact 9.75 acres of watercourse, 2.39 acres of floodway, and 4.27 acres of floodplain. This project will temporarily impact 0.54 acres of watercourse, 0.38 acres of floodway, and 5.27 acres of floodplain.

The project site is located in McKees Rocks Borough and City of Pittsburgh, Allegheny County, and begins at 3300 Preble Avenue, Pittsburgh, PA 15233 (Pittsburgh West and Pittsburgh East PA USGS topographic quadrangle; N: 40° , 28' , 34"; W: -80° , 02' , 38"; Sub-basin 20G; USACE Pittsburgh District) and extends along the Ohio River to the Allegheny River (Pittsburgh West and Pittsburgh East PA USGS topographic quadrangle; N:40° , 27' , 10"; W: -79° , 59' , 38"; Sub-basin 18A; USACE Pittsburgh District), with spurs that will cross the Ohio River that will extend west into McKees Rocks Borough and the City of Pittsburgh.

The issuance of this permit also constitutes approval of a Water Quality Certification under Section 401 of the Federal Water Pollution Control Act [33 U.S.C.A. 1341(a)].

This permit is issued in response to an application filed with the Department of Environmental Protection on February 21, 2024 and with the understanding that the work shall be performed in accordance with the maps, plans, profiles and specifications filed with and made a part of the application on May 1, 2024, September 30, 2024, December 19, 2024, February 24, 2025, May 1, 2025, July 2, 2025, August 8, 2025, and December 5, 2025, subject, however, to the provisions of the Dam Safety and Encroachments Act, the Flood Plain Management Act, The Clean Streams Law, the Administrative Code, the Rules & Regulations promulgated thereunder and the following conditions and restrictions. **If the work authorized by this permit is not completed on or before December 31, 2030, this permit, if not previously revoked or specifically extended by the Department in writing, shall become void without further notification.**

1. The permittee shall sign the Acknowledgement of Appraisal of Permit Conditions thereby expressly certifying the permittee's acceptance of, and agreement to comply with, the terms and conditions of this permit. The permittee shall return a signed copy of the Acknowledgement of Appraisal of Permit Conditions to the Department. Unless the Acknowledgement of Appraisal of Permit Conditions form is completed and filed with the Department, this permit is void;

2. The Department, in issuing this permit, has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be false, incomplete or inaccurate, this permit may be modified, suspended, or revoked, in whole or in part, and the Department may, in addition, institute appropriate legal proceedings;

3. This permit does not give any property rights, either in real estate or material, nor any exclusive privileges, nor shall it be construed to grant or confer any right, title, easement, or interest in, to, or over any land belonging to the Commonwealth of Pennsylvania; neither does it authorize any injury to private property or invasion of private rights, nor any infringement of Federal, State, or Local laws or regulations; nor does it obviate the necessity of obtaining Federal assent when necessary;

4. The work shall at all times be subject to supervision and inspection by representatives of the Department, and no changes in the maps, plans, profiles, and specifications as approved shall be made except with the written consent of the Department. The Department, however, reserves the right to require such changes or modifications in the maps, plans, profiles, and specifications as may be considered necessary. The Department further reserves the right to suspend or revoke this permit if in its opinion the best interest of the Commonwealth will be subserved thereby;

5. This permit authorizes the construction, operation, maintenance and normal repair of the permitted structures conducted within the original specifications for the water obstruction or encroachment, and in accordance with the regulations of the Department and term and conditions of this permit. Any repairs or maintenance involving modifications of the water obstruction or encroachment from its original specifications, and any repairs or reconstruction involving a substantial portion of the structure as defined by regulations of the Department shall require the prior written approval and permit of the Department;

6. All construction debris, excavated material, brush, rocks, and refuse incidental to this work shall be removed entirely from the stream channel and placed either on shore above the influence of flood waters, or at such dumping ground as may be approved by the Department;

7. There shall be no unreasonable interference with the free discharge of the river or stream or navigation during construction;

8. If future operations by the Commonwealth of Pennsylvania require modification of the structure or work, or if, in the opinion of the Department of Environmental Protection, the structure or work shall cause unreasonable obstruction to the free passage of floodwaters or navigation, the permittee shall, upon due notice, remove or alter the structures, work or obstructions caused thereby, without expense to the Commonwealth of Pennsylvania, so as to increase the flood carrying capacity of the channel or render navigation reasonably free, easy, and unobstructed, in such manner as the Department may require. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration;

9. The permittee shall notify the Department, in writing, of the proposed time for commencement of work prior to the commencement of construction;

10. If construction work has not been completed within the time specified in this permit and the time limit specified in this permit has not been extended in writing by the Department or if this permit has been revoked for any reason, the permittee shall, at his own expense and in a manner that the Department may prescribe, remove all or any portion of the work as the Department requires and restore the watercourse and floodplain to their former condition;

11. The permittee shall fully inform the engineer or contractor, responsible for the supervision and conduct of the work, of the terms, conditions, restrictions and covenants of this permit. Prior to the commencement of construction, the permittee shall file with the Department in writing, on a form provided by the Department, a statement signed by the permittee and an individual responsible for the supervision or conduct of the work acknowledging and accepting the general and special conditions contained in this permit. Unless the acknowledgment and acceptance have been filed, this permit is void. A copy of this permit and the acknowledgment shall be available at the work site for inspection upon request by an officer or agent of the Department or another Federal, State, County, or municipal agency;

12. The permittee shall operate and maintain the structure or work authorized herein in a safe condition in accordance with the permit terms and conditions and the approved maps, plans, profiles, and specifications;

13. This permit may not be transferred without prior written approval from the Department, such approval being considered upon receipt of the properly executed "Application of Transfer of Permit" form;

14. If and when the permittee desires to discontinue use or abandon the activity authorized herein, he must remove all or part of the structure or work authorized and take other actions as are necessary to protect safety and the environment in accordance with a permit issued by the Department;

15. If the use of explosives in any waterways is required, the permittee shall secure the prior written permit from the Pennsylvania Fish and Boat Commission, pursuant to the Pennsylvania Fish and Boat Code, Act 1980-175 Title 30 Pennsylvania Consolidated Statutes, Section 2906. Requests should be directed to the Pennsylvania Fish and Boat Commission, Division of Environmental Services, 450 Robinson Lane, Bellefonte, PA 16823-9620, telephone 814-359-5140;

16. Permittee shall implement and monitor an Erosion and Sedimentation Control Plan prepared in accordance with Chapter 102 so as to minimize erosion and prevent excessive sedimentation into the receiving watercourse or body of water;

17. The project site shall at all times be available for inspection by authorized officers and employees of the Pennsylvania Fish and Boat Commission. Prior to commencement and upon completion of the work authorized by this permit, the permittee shall notify the Pennsylvania Fish and Boat Commission's Southwest Regional Office, RD #2, Box 39, Somerset, PA 15501, telephone 814-445-8974;

18. The project site shall at all times be available for inspection by authorized officers and employees of the County Conservation District. Prior to commencement and upon completion of the work

authorized by this permit, the permittee shall notify the Allegheny County Conservation District, Riverfront Corporate Center, 317 East Carson Street Suite 119, Pittsburgh, PA 15219; 412-241-7645.

19. **Work may not commence until a signed copy of the Acknowledgement of Appraisal of Permit Conditions is received by the Department.** Any work authorized by this permit conducted prior to the Department's receipt of a signed copy of the Acknowledgement of Appraisal of Permit Conditions is a violation of the Dam Safety and Encroachments Act and the Clean Streams Law, and you may be subject to fines and penalties pursuant to those Acts.

20. **SPECIAL CONDITIONS** – see next page

SPECIAL CONDITIONS

- A. Earth disturbance and construction activities may not commence in the areas of McKees Rocks Bottoms Historic District, the northern boundary of the Western State Penitentiary District, Hunt Stained Glass Studios, D.L. Clark Building, and Allegheny Turner Hall, until an agreement with the Pennsylvania Historical and Museum Commission (PHMC) is finalized that outlines the process to avoid, minimize, or mitigate adverse effects to historic resources from vibratory and indirect effects. Efforts to avoid or minimize potential adverse visual effects to the Allegheny Turner Hall and Hunt Stained Glass Studio will also be outlined in the agreement document.
- B. Prior to any construction activities commencing, a mussel salvage is to be implemented by a qualified malacologist who has prepared and submitted a mussel salvage plan to the Department and P.A. Fish & Boat Commission (PFBC) for review and concurrence, and a final report must be submitted to the Department and PFBC for evaluation.
- C. This permit only authorizes the water obstructions & encroachments associated with the Ohio River Tunnel project, Phase II of the Clean Water Plan. Additional authorization may be needed for future phases and additional water obstruction & encroachments that may be part of ALCOSAN's efforts to reduce combined sewage overflows into the region's streams and rivers to improve water quality, as a part of Modified Consent Decree: No. 2:07-cv-00737 and ALCOSAN's Clean Water Plan.
- D. Additional disposal areas to dispose of excess materials or fill generated by the Tunnel Boring Machine (waste areas) generated from the construction of the Ohio River Tunnel project (E0205224-001 and PAD020084) that are not part of a separate independent permitted project, shall be located in upland areas and shall not impact waters of the United States or waters of the Commonwealth unless authorized by the U.S. Army Corps of Engineers and the Department. Any additional future proposals for waste area projects, regardless of the applicant, that impact regulated waters of the Commonwealth, that are projects proposed for the primary purpose of disposal or waste areas for the Ohio River Tunnel Project, must obtain prior authorization which meets the requirements of the Chapter 105 rules and regulations. Any proposed waste area projects will also be specifically evaluated for cumulative impacts and mitigation, taking into account any impacts that may be authorized under this and any other Chapter 105 Water Obstruction & Encroachment Permit authorized as part of the Ohio River Tunnel Project.
- E. Prior to the beginning of work, all public water supplies or other water-related activities located downstream that may be affected by turbidity increases or other water quality changes caused by said work shall be sufficiently notified in advance to allow for preparation of any water quality changes.
- F. The operation shall be conducted in such a manner so as to protect fish life and other aquatic life. This requires full cooperation with the Pennsylvania Fish and Boat Commission and shall comply with the rules and regulations of said Commission relative to the protection of fish and aquatic life. This includes compliance with the conditions, having followed consultation, set forth by the Commission.
- G. This permit does not convey any real property rights or interests or authorization to trespass on privately-owned riparian land. By accepting this permit, the permittee certifies that he/she holds title, easement, right or other real interest in the riparian land. Any dispute over ownership of this land is solely a matter for private litigation.

- H. This permit does not relieve the permittee of the responsibility to comply with all applicable local codes and ordinances, including floodplain and storm water management.
- I. The permittee and his agents will be watchful for archaeological artifacts or historic structures or places and will assure that construction activities and/or ground disturbance activities will cease immediately upon discovery of archaeological artifacts or historic structures or places, and immediately notify the DEP Regional Office and the Pennsylvania Historical and Museum Commission at P.O. Box 1026, Harrisburg, PA 17120-1026, telephone (717) 783-8947. affecting the find
- J. A regularly scheduled inspection of the structure(s) shall be made to provide for continued operation and maintenance during the lifetime of the facility.
- K. The permittee shall comply with all terms and conditions of the Submerged Lands License Agreement entered into between DEP and the permittee for the three (3) underwater tunnel crossings under the Ohio River; one (1) river wall with an integral outfall structure on the Ohio River; one (1) ~~additional~~ outfall structure on the Ohio River; one (1) ~~outfall~~ structure on Chartiers Creek; and one (1) ~~outfall~~ structure on the Allegheny River, which is incorporated herein by reference. The SLLA dated, November 14, 2024, is attached to this permit. modified modified modified modified
- L. This permit is not to be considered an approval of the structural analysis, the engineering specifications or the construction methods utilized during construction of this structure.
- M. Within 7 days prior to commencement of the work authorized by this permit, the permittee shall notify Katie Staudenmeier, Water Quality Specialist Supervisor, Conservation, Restoration, and Inspection Section, Waterways & Wetlands Program, Pennsylvania Department of Environmental Protection at 500 Waterfront Drive, Pittsburgh, PA 15222. Telephone: (412)-442-4310. Email: kstaudenme@pa.gov.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Dana Drake
Dana Drake, P.E.
Environmental Program Manager
Waterways & Wetlands Program

December 18, 2025
Date



Pennsylvania
Department of
Environmental Protection

December 18, 2025

Michelle Buys
ALCOSAN
3300 Preble Avenue
Pittsburgh, PA 15233
Michelle.buys@alcosan.com

Re: DEP File No. **E0205224-001**
Ohio River Tunnel
City of Pittsburgh and McKees Rocks Borough
Allegheny County

Dear Michelle Buys:

Enclosed is your copy of your State Water Obstruction and Encroachment Permit (WOEP). Please review this permit so that you are aware of the extent of authorization and the conditions that apply to that authorization.

Federal authorization for this project was provided by the U.S. Army Corps of Engineers on 09/17/2025 (PASPGP-6). If you have any questions about your Federal authorization please contact the Corps.

This WOEP is not effective until a copy of the Acknowledgment of Appraisal of Permit Conditions, signed by you, is received by the Department. Any work conducted prior to the Department's receipt of the signed Acknowledgment of Appraisal of Permit Conditions is a violation of the Dam Safety and Encroachments Act and the Clean Streams Law, and you may be subject to fines and penalties pursuant to those Acts.

A copy of the Permit, Acknowledgment of Appraisal of Permit Conditions, the Erosion and Sediment Control plan, this Issuance Letter, and any other applicable State and Federal authorizations, must be maintained on site during construction and available at the work site for inspection upon request by any officer or agent of the Department or any other Federal, State, County and Municipal agency.

A Completion Report must be submitted to this office within 30 days of completion of the approved project. The Completion Report form must be signed by you and the supervising engineer indicating that the work has been completed as approved.

This authorization does not relieve the applicant from applying for and obtaining any additional permits or approvals from local, state or federal agencies required for this project. Please be advised that if any other permits are required for this project, they must be issued prior to undertaking the activities described in the permit application. Issuance of the enclosed permit(s)

does not indicate an affirmative action on any other pending or future permit applications. If you are uncertain as to whether or not other permits are needed for this project, please use the Department's "Pre-Application Consultation Tool" (PACT) which can be found at <http://www.ahs.dep.pa.gov/PACT/>. The online tool is designed to quickly and easily assist potential applicants in determining which types of environmental permits, authorizations or notifications would be needed for specific projects. Based on the user's responses to a series of simple questions, PACT automatically provides an email response with information on permits and other information an applicant should consider.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at www.ehb.pa.gov or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have questions about your permit, please contact **Christopher Garbark** of this office at **412.442.5814** or cgarbark@pa.gov.

Sincerely,

Dana Drake

Dana Drake, P.E.
Environmental Program Manager
Waterways & Wetlands Program

Enclosure(s)

cc: PA Fish and Boat Commission
U. S. Army Corps of Engineers
Allen Edris, Allen.R.Edris@usace.army.mil
Allegheny County Conservation District
Kathy Chavara, Kathy.Chavara@mottmac.com
City of Pittsburgh
McKees Rocks Borough
DEP File No. E0205224-001