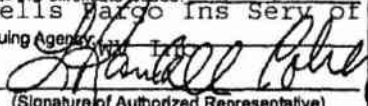


**CERTIFICATE OF INSURANCE**

This Certificate shall be required to be properly completed by the Contractor and his Insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insurance Agency Wells Fargo Ins Serv of WV Inc 1075 VanVoorhis Road Suite 200 Morgantown WV 26505		COMPANIES AFFORDING COVERAGES				
Name and Address of Insured Contractor, Galway Bay Corporation PO Box 320 Mt Braddock PA 15464-0260		Company Letter	A	Westfield		
Name(s) of Additional Insured Party  KLH Engineers, Inc Municipal Authority of the City of McKeesport		Company Letter	B	Travelers Prop Cas Co		
		Company Letter	C			
		Company Letter	D			
This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time and that the insurance afforded by the policies is subject to all the terms, exclusions and conditions of such policies.						
Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability in Thousands (000)		
					Each	Aggregate
A	General Liability <input checked="" type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premise-Operations <input checked="" type="checkbox"/> Explosion and Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operation Hazard <input type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury	CMM3928866	03/07/12	Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$ 1,000	2,000
				Personal Injury		\$
A	Automotive Liability <input checked="" type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input type="checkbox"/> Non-Owned	CMM3928866	03/07/12	Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Person)	\$	
				Property Damage	\$	
				CSL	1,000	
A	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	CMM3928866	03/07/12	Bodily Injury and Property Damage Combined	\$ 10,000	
A	<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability	WCP1997666	03/07/12	Statutory		500 EL
A	<input checked="" type="checkbox"/> Builder's Risk	QT6600162R854 TIL11	06/05/13	\$4,959,000 Project		
	<input checked="" type="checkbox"/> Other			\$1,000,000 Temp Storage/ Transit Forms Attached		
The coverage issued in the above listed policies will not be cancelled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to the named owner and certificate holder at the address listed below.						
Construction Contract Identification West Shore Pump Station Construction  Contract No. 2010-03 General/Mechanical		Name and Address of Owner and Certificate Holder Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132		Date this certificate issued: 06/06/11 Wells Fargo Ins Serv of Issuing Agency  (Signature of Authorized Representative)		

THIS FORM CANNOT BE SUBSTITUTED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 25 03 05 00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p>Designated Construction Project(s):</p>  <p>AS REQUIRED BY WRITTEN CONTRACT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:**

- 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and**
- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.**

**C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.**

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.**
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY EXPANDED PLUS  
COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. SECTION I - COVERAGES, COVERAGE A  
BODILY INJURY AND PROPERTY DAMAGE  
LIABILITY is amended as follows:

Item 2. Exclusions a. is deleted and replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

Item 2. Exclusions g. (2) (a) is deleted and replaced with the following:

(a) Less than 60 feet long; and

Item 2. Exclusions j. (6) second exception paragraph after (6) is deleted and replaced with the following:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

The last paragraph of item 2. Exclusions is deleted and replaced with the following:

Exclusions c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

2. SECTION I - COVERAGES, COVERAGE C  
MEDICAL PAYMENTS is amended as follows:

Item 2. Exclusions b. is deleted and replaced with the following:

b. Hired Person

To a person hired to do work for or on behalf of any insured or tenant of any insured; however this exclusion does not apply to "volunteer workers" while engaged in maintenance or repair of your premises.

3. The following coverages are added to SECTION I - COVERAGES:

VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is limited as described in SECTION III - LIMIT OF INSURANCE.

2. Exclusions

Coverage for Voluntary Property Damage does not apply to:

a. "Loss" of property at premises owned, rented, leased, operated or used by you.

b. "Loss" of property while in transit;

c. "Loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. The cost of repairing or replacing:

(1) "Your work" defectively or incorrectly done by you; or

(2) "Your product" manufactured, sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

e. "Loss" of property caused by or arising out of the "products-completed operations hazard."

3. Deductible

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of insurance.

4. Actual Cost

In the event of covered "loss", you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

## CARE, CUSTODY OR CONTROL

### 1. Insuring Agreement

We will pay those sums the insured becomes legally obligated to pay as damages because of "property damage" to property of others while in your care, custody or control or property as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is limited as described in SECTION III - LIMIT OF INSURANCE.

### 2. Exclusions

Coverage for Care, Custody or Control does not apply to:

- a. "Property damage" to property at any premises owned, rented, leased, operated or used by you;
- b. "Property damage" to property while in transit;
- c. The cost of repairing or replacing:
  - (1) "Your work" defectively or incorrectly done by you; or
  - (2) "Your product" manufactured, sold or supplied by you;unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.
- d. "Property damage" to property caused by or arising out of the "products-completed operations hazard."

### 3. Deductible

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. We will then pay the amount of "property damage" in excess of \$250, up to the applicable limit of insurance.

### 4. Actual Cost

In the event of covered "property damage", you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

## WATER DAMAGE LEGAL LIABILITY

### 1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage"

arising out of water damage to premises that are both rented to and occupied by you. The amount we will pay for damages is limited as described in SECTION III - LIMIT OF INSURANCE.

### 2. Exclusions

Coverage for Water Damage Legal Liability does not apply to:

- a. "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- b. "Property damage" caused by or resulting from any of the following:
  - (1) Wear and tear;
  - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - (3) Smog or smoke;
  - (4) Settling, cracking, shrinking or expansion;
  - (5) Insects, birds, rodents or other animals; or
  - (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
- c. "Property damage" caused directly or indirectly by any of the following:
  - (1) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;
  - (2) Volcanic eruption, explosion or effusion;
  - (3) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
  - (4) Mudslide or mudflow;
  - (5) Water that backs up from a sewer or drain; or
  - (6) Water under the ground surface pressing on, or flowing or seeping through:
    - (a) Foundations, walls, floors or paved surfaces;

- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings.
- d. "Property damage" caused by or resulting from any of the following:
  - (1) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:
    - (a) You make a reasonable effort to maintain heat in the building or structure; or
    - (b) You drain the equipment and shut off the water supply if the heat is not maintained.
- e. "Property damage" to:
  - (1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
  - (2) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

4. SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

Item 1.b. is deleted and replaced with the following:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Item 1.d. is deleted and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$350 a day because of time off from work.

5. SECTION II - WHO IS AN INSURED is amended as follows:

Item 2. a. is deleted and replaced with the following:

- a. Your "employees" or volunteer workers, other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their

employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or volunteer workers are an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" or co-volunteer worker while that co-"employee" or co-volunteer worker is either in the course of his or her employment or performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or co-volunteer worker as a consequence of paragraph (1) (a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees" or volunteer workers, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

Item 3. a. is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

Item 4. is added as follows:

4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured in this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
  - a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
  - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Item 5. added as follows:

5. Vendors - Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - a. The insurance afforded the vendor does not apply to:
    - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (2) Any express warranty unauthorized by you;
    - (3) Any physical or chemical change in the product made intentionally by the vendor;
    - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (5) Any failure to make such inspections, adjustments, tests or

servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (a) The exceptions contained in subparagraphs 4. or 6.; or
    - (b) Such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the productions.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Item 6. is added as follows:

**6. Managers or Lessors of Premises**

Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.



- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

6. SECTION III - LIMITS OF INSURANCE is amended as follows:

Item 6. is deleted and replaced with the following:

- 5. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

Items 8., 9. and 10. are added as follows:

- 8. The most we will pay under Voluntary Property Damage for "loss" arising out of any one "occurrence" is \$250. The most we will pay for the sum of all "losses" under this coverage is \$1,000.
- 9. The most we will pay under Care, Custody or Control for "property damage" is \$1,000 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" under this coverage is \$5,000.
- 10. The most we will pay under Water Damage Legal Liability for all "property damage" arising out of any one "occurrence" is \$25,000.

7. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows.

Items e. and f. are added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit as follows:

- e. The requirement in Condition 2. a. applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2. b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The following is added to Item 6. Representations

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

The following is added to Item 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of subrogation.

8. SECTION V - DEFINITIONS is amended as follows:

Item 3. is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or the failure to render medical, surgical, dental, x-ray, nursing or paramedical services to any person(s) if employed by you to provide such services.

The following definition is added:

- 23. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

9. Liberalization

If we adopt any revision that would broaden the coverage under this endorsement without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this endorsement.



MA070821000

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
6/7/2011

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 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	Commercial Lines - (304) 598-5678	CONTACT NAME: Denise A Deem
	Wells Fargo Insurance Services of West Virginia Inc. 1075 Van Voorhis Road, Suite 200 Morgantown, WV 26505-3403	PHONE (A/C, No, Ext): 304-598-8091 E-MAIL ADDRESS: denise.deem@wellsfargo.com FAX (A/C, No): 866-972-2565
INSURED	Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport PA 15132	INSURER(S) AFFORDING COVERAGE
		INSURER A: Westfield Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

**COVERAGES** CERTIFICATE NUMBER: 2843863 REVISION NUMBER: See below

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/> N/A <input type="checkbox"/>				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	OCP-McKeesport			06/06/2011	06/06/2012	\$2,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contractor -- Galway Bay Corporation  
Contracts #2010-01; 2010-03; 2010-05; 2010-07; 2010-09 and 2010-11

**CERTIFICATE HOLDER**

Municipal Authority of the City of McKeesport  
100 Atlantic Avenue  
McKeesport PA 15132

**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

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ACORD 25 (2010/05)



**CERTIFICATE OF INSURANCE**  
**(Single Permit Only)**  
**Utility Facility Occupancy**  
**67 Pa. Code, Chapter 459 "Occupancy of State Highways by Utilities"**

Insured: Galway Bay Corporation

Address: PO Box 320

Mt Braddock PA 15465-0260

Insurer: Westfield Insurance Company

Insurance Agency: Wells Fargo Insurance Services of WV Inc.

1075 VanVoorhis Road, Suite 200 Morgantown WV 26505

Additional Insured: Commonwealth of Pennsylvania, Department of Transportation

*This is to certify that:*

(a) The occurrence-based Commercial General Liability (CGL) policy(-ies) of insurance listed below have been issued to the Insured named above and are in force at this time.

(b) The following coverage is provided by the policy(-ies) of insurance listed below. Initial in the space provided as certification of the insurance coverage provided (all blocks must be initialed):

JRC (producer's initials) The Commonwealth of Pennsylvania, Department of Transportation is an additional insured for at least \$250,000 per person and \$1,000,000 per occurrence.

JRC (producer's initials) Contractual liability

JRC (producer's initials) Care, custody, and control

JRC (producer's initials) XCU - explosion (X), collapse (C), and underground (U) hazards

\* Insured may attach Exhibit A to include subsidiary entities.

(c) The CGL policy(-ies) of insurance (occurrence-based or claims made with a two (2) year extended reporting period) listed below shall not be cancelled unless sixty (60) days (ten (10) days in the case of non-payment of premium) advance written notice of such intention to cancel delivered to the Department at the Bureau of Highway Safety and Traffic Engineering, 400 North Street, Harrisburg, PA 17120, Attention Central Office Permit Manager.

(d) The CGL policy(-ies) of insurance listed below are without deductibles or the Insured has provided the Department with a pre-approved plan of self-insurance for the amount of the deductible.

Policy Number(s): CMM3928866

Policy Expiration Date(s): March 7, 2012

We certify that the foregoing is true and correct and this Certificate of Insurance is made subject to the penalties provided in 18 Pa.C.S. § 4904 for purpose of obtaining a highway occupancy permit pursuant to 67 Pa. Code, Chapter 459.

Permittee/Permittee's Contractor

- President  
 Vice-President  
 Sole Proprietor  
 Managing Partner  
 Other

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

  
Insurance Producer

Date: 6/6/11

**ISSUED TO: Lanco Electric**

**MUNICIPAL AUTHORITY  
OF THE CITY OF MCKEESPORT  
ALLEGHENY COUNTY, PENNSYLVANIA**

**CONTRACT DOCUMENTS FOR  
WEST SHORE PUMP STATION  
CONSTRUCTION**

**CONTRACT NO. 2010-04  
ELECTRICAL CONSTRUCTION**

**JANUARY 2011 RELEASE FOR BID**

**KLH**  
**ENGINEERS, INC.**  
5173 Campbells Run Road  
Pittsburgh, PA 15205  
Telephone: (412) 494-0510  
Fax: (412) 494-0426  
E-mail: [info@klhengineers.com](mailto:info@klhengineers.com)  
Ref. No. 220-35

Section C

**BID FORM - CONTRACT NO. 2010-04**

**Project Identification:** West Shore Pump Station  
Construction

**Contract Identification  
and Number:** Electrical Construction  
Contract No. 2010-04

**This Bid is Submitted to:** Municipal Authority of the City of  
McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

C1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

C2 BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

C3 In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

<b>Date of Issuance</b>	<b>Addenda Number</b>
<u>February 1, 2011</u>	<u>1</u>
<u>February 10, 2011</u>	<u>2</u>
<u>February 15, 2011</u>	<u>3</u>
March 1, 2011	4

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the



16479- Surge Protective Device	Deduct\$ <u>NA</u>
16500- Lighting	Deduct\$ <u>NA</u>
16810 - Video Surveillance	Deduct\$ <u>NA</u>
16910 - Instrumentation	Deduct\$ <u>NA</u>
16925 - Custom Control Panels	Deduct\$ <u>NA</u>
16950 - Variable Frequency Drive Motor Controllers	Deduct\$ <u>NA</u>
16990 - Motor Control Centers - Low Voltage	Deduct\$ <u>NA</u>

**C6** BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

**C7** BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

**C8** BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

**C9** BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

**C10** The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

**C11** Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.



IF BIDDER is:

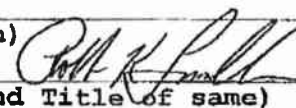
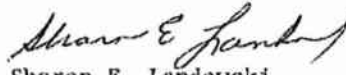
**An Individual**

By \_\_\_\_\_ (Seal)  
(Individual's Name)  
doing business as \_\_\_\_\_  
\_\_\_\_\_  
(Business Address and Telephone Number)

**A Partnership**

By \_\_\_\_\_ (Seal)  
(Firm Name)  
\_\_\_\_\_  
(General Partner)  
\_\_\_\_\_  
(Business Address and Phone Number)

**A Corporation**

By Lanco Electric, Inc. (Seal)  
(Corporation Name)  
Pennsylvania  
(State of Incorporation)  
By Robert K. Landowski, V.P.   
(Name of Person Authorized to Sign and Title of same)  
(Corporate Seal)   
Attest Sharon E. Landowski  
(Secretary)  
300 Canal Street, Leechburg, PA 15656-1350 PH: 724-845-8146  
(Business Address and Telephone Number)

**A Joint Venture**

By \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)

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

Section D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Lanco Electric, Inc.

as Principal and Fidelity and Deposit Company of Maryland  
of P.O. Box 1884, Pittsburgh, State of Pennsylvania,  
a corporation existing under the laws and the State of Maryland  
Pennsylvania, and authorized to transact business in  
Municipal Authority of the City of McKeesport  
as Surety, are held and firmly bound unto

(OWNER)

100 Atlantic Avenue, McKeesport, PA 15132

(Address)

hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid  
Dollars (\$ 10% ).

lawful money of the United States of America, for payment of which  
sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Prin-  
cipal has submitted the accompanying Proposal or Bid dated  
March 7, 2011, for the West Shore Pump Station Construction  
Contract No. 2010-04 Electrical Construction

NOW THEREFORE, the condition of this Bond shall be such that if the  
Principal, upon due acceptance of said Proposal and award of the  
Contract to him by the Obligee, bonds with good and sufficient  
surety as may be required by the Contract Documents, and furnishes  
the Obligee proper evidence of effectiveness of insurance coverage,  
respectively, within the time, in the forms and in the amounts as  
appropriate, required by the Contract Documents, and enters into a  
Contract with the Obligee in accordance with the Contract  
Documents, then this Bond shall be void; otherwise, the Bond shall  
be and shall remain in full force and effect.

The Principal and Surety hereby stipulate and agree that if the  
Principal fails to perform all conditions of this Bond, they will pay  
the sum of the Bond to the Obligee as fixed, liquidated damages.

The Surety, for value received, hereby stipulates and agrees that  
the obligations of said Surety and its Bond shall be in no way  
impaired or affected by any extension of time within which the  
OWNER may accept such bid; and said Surety does hereby waive notice  
of any extension.

It is the intention of the parties to be legally bound by this  
instrument.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 7th day of March, 2011, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST: DATE March 7, 2011

WITNESS: Lanco Electric, Inc.  
Name of Bidder, Corporation, Firm or Individual

Sharon E. Landowski  
Sharon E. Landowski

By Robert K. Landowski  
Robert K. Landowski  
Vice President  
(Title)  
300 Canal Street

Leechburg, PA 15656  
Business Address of Bidder

\*\*\*\*\*

ATTEST: Barbara A. Leeper  
Barbara A. Leeper, Witness

Fidelity and Deposit Company of Maryland  
Surety  
Josephine M. Streyle  
Attorney-in-Fact  
Josephine M. Streyle

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK and Barbara A. LEEPER, all of Pittsburgh, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney makes that issued on behalf of Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK, Barbara LEEPER, dated November 30, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of February, A.D. 2010.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

Gregory E. Murray Assistant Secretary

By:

*William J. Mills*

William J. Mills

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 26th day of February, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

**CERTIFICATE**

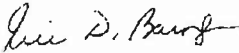
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 7<sup>th</sup> day of MARCH, 2011

  
Assistant Secretary

Section J

**AGREEMENT - CONTRACT NO. 2010-04**

**THIS AGREEMENT** is dated as of the 2<sup>nd</sup> day of July in the year of 2010 by and between The Municipal Authority of the City of McKeesport hereinafter called OWNER and Lanco Electric hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**J1 WORK**

J1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Contract No. 2010-04 West Shore Pump Station Electrical

Construction

**J2 CONTRACT TIME**

J2.1 The Work will be completed within five Hundred forty (540) calendar days after the date when the Contract Time commences as provided in the General Conditions.

J2.2 Liquidated Damages OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not complete within the time specified in paragraph J2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Six Hundred Fifty Dollars (\$650.00) for each day that expires after the time specified in paragraph J2.1 for completion until the Work is substantially complete.

**J3 CONTRACT PRICE**

J3.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in the following lump sum amount:

One Million Five Hundred Forty Thousand Dollars & 00/100

(\$1,540,000.00)

#### **J4 PAYMENT PROCEDURES**

J4.1 CONTRACTOR shall submit Applications for Payment in accordance with Section H of the Contract Documents.

J4.2 Progress Payments. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR's Application for Payment. All payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the Contract Documents.

J4.3 Prior to 50% completion of the Work, progress payments will be in an amount equal to:

- 90% of the Work completed, and
- 100% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case, the aggregate of payments previously made.

J4.4 After the work is at least 50% complete, and subject to satisfactory progress and compliance with the provisions of the Contract Documents, the OWNER may, at its discretion, elect to reduce the retainage to an amount equal to 5% of the completed work value.

J4.5 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price not previously paid.

#### **J5 INTEREST**

J5.1 All moneys not paid when due hereunder shall bear interest at the rate defined in Paragraph H2.

#### **J6 CONTRACTOR'S REPRESENTATIONS**

J6.1 CONTRACTOR represents that he has familiarized himself with the nature and extent of the Contract Documents, Work, locale and with all local conditions; federal, state and other laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work; and, has made or caused to be made such examinations, investigations (including subsurface explorations) and tests and studies of such reports and related data as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes, and that he shall be responsible

to fully perform all work within the contract time and for the contract price(s) stated herein, regardless of the conditions actually encountered. All risks assumed hereunder have been included in the contract price.

J6.2 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

**J7 CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

<b>Section</b>	<b>Identification</b>	<b>Page No.</b>
J	Agreement	J-1 to J-4
	Exhibits attached to this agreement	_____ (if any)
K	Surety Bonds/Insurance Certificates	K-1 to K-7
E	General Conditions	E-1 to E-27
F	Supplemental General Conditions	F-1 to F-26
G	Technical Specifications	01000 to 16990
H	Measurement and Payment	H-1 to H-2
I	Standard Detail Drawings	I-1 to I-40
	Drawings 24" x 36" - Bound Separately from this Book (Are identified in Section 01010)	
L	Addenda	L-1 to L-25 (if any)
C	Contractor's Bid	C-1 to C-15
	Change Orders duly issued with or after the effective date of this Agreement	_____ (if any)

There are no Contract Documents other than those listed above in this Agreement, Section J. The Contract Documents may only be altered, modified, amended or repealed by appropriate execution of a Change Order.

**J8 MISCELLANEOUS**

J8.1 Terms used in this Agreement are defined in the General Conditions and shall have the meanings indicated in the General Conditions.

J8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment

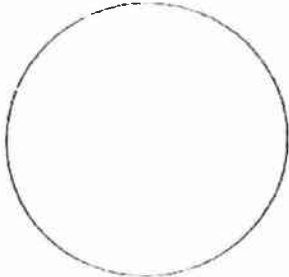


no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

J8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement in Five (5) copies. One counterpart each has been delivered to OWNER and the CONTRACTOR. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on July 20<sup>th</sup>  
20 11.



(CORPORATE SEAL)

**OWNER**

Municipal Authority of the  
City of McKeesport

by

*[Handwritten Signature]*

**ATTEST**

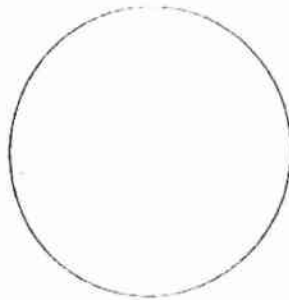
Title

*[Handwritten Signature]*  
*[Handwritten Title]*

**Address for Giving Notice**

100 Atlantic Avenue  
McKeesport, PA 15132

\*\*\*\*\*



(CORPORATE SEAL)

**CONTRACTOR**

Lanco Electric

by

*[Handwritten Signature]*

**ATTEST**

Title

*[Handwritten Signature]*  
*[Handwritten Title]*

**Address for Giving Notice**

300 Canal Street

Leechburg, PA 15656

Section K

PAYMENT BOND

CONTRACT NO. 2010-04

Bond No. 7624060

KNOW ALL MEN BY THESE PRESENTS: that

Lanco Electric

(Name of Contractor)

300 Canal Street, Leechburg, PA 15656

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership, Individual)  
and Fidelity and Deposit Company of Maryland

(Name of Surety)

P.O. Box 1884, Pittsburgh, PA 15230

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto  
Municipal Authority of the City of McKeesport

(Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132

(Address of Owner)

hereinafter called Owner, in the penal sum of One Million Five Hundred Forty Thousand & 00/100 Dollars (\$1,540,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 7<sup>th</sup> day of July, 2011, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-04 West Shore Pump Station Electrical

Construction

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER,** that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

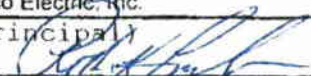
**PROVIDED, FURTHER,** that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF,** this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the 22<sup>nd</sup> day of July, 2011.

300 Canal Street  
(Address)  
Leechburg, PA 15656

  
(Witness to Principal)

(Address)

Lanco Electric, Inc.  
(Principal)  
by 

(ATTEST)  
  
(Principal) (Secretary)


(SEAL)

\*\*\*\*\*


P.O. Box 1884  
(Address)  
Pittsburgh, PA 15230

Fidelity and Deposit Company of Maryland  
(Surety)

(ATTEST)  
  
(Surety) (Secretary)

(SEAL)  
  
(Witness to Surety)  
Barbara A. Leeper

\*\*\*\*\*

by:   
(Attorney in Fact) Josephine M. Streyle  
1010 Ohio River Boulevard  
(Address)  
Pittsburgh, PA 15202

**NOTE:** Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

**IMPORTANT:** Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK and Barbara A. LEEPER, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver to, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney makes that issued on behalf of Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK, Barbara LEEPER, dated November 30, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of February, A.D. 2010.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*William J. Mills*

By: *Gregory E. Murray* Assistant Secretary      *William J. Mills* Vice President

State of Maryland }  
City of Baltimore } ss:

On this 26th day of February, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

*Maria D. Adamski* Notary Public  
My Commission Expires: July 8, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this \_\_\_\_\_ day of \_\_\_\_\_.



*Assistant Secretary*

Section K

**PERFORMANCE AND MAINTENANCE BOND**

**CONTRACT NO. 2010-04**

Bond No. 7624060

**KNOW ALL MEN BY THESE PRESENTS:** that

Lanco Electric

(Name of Contractor)

300 Canal Street, Leechburg, PA 15656

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership, Individual)  
and Fidelity and Deposit Company of Maryland

(Name of Surety)

P.O. Box 1884, Pittsburgh, PA 15230

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto  
Municipal Authority of the City of McKeesport

(Name of Owner)

100 Atlantic Avenue, McKeesport, PA 15132

(Address of Owner)

hereinafter called Owner, in the penal sum of One Million Five Hundred Forty Thousand & 00/100 Dollars (\$1,540,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 10<sup>th</sup> day of July, 2011, a copy of which is hereto attached and made a part hereof for the construction of:

Contract No. 2010-04 West Shore Pump Station Electrical

Construction

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall remedy in accordance with the terms of the Contract any defects which may develop during a period of eighteen (18) months from the date of completion of the work performed under said



contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. Whenever CONTRACTOR shall be declared by OWNER to be in default under the Contract, the Surety shall promptly remedy the default. If the OWNER terminates the Contract for such default, the following shall govern the liability of the CONTRACTOR and the Surety hereunder. In the event of such termination, the CONTRACTOR and Surety shall remain fully liable to the OWNER for the CONTRACTOR's failure to timely complete the Contract, any additional costs incurred by the OWNER in completing the Contract, and liquidated damages from the required completion date to the date of the actual completion of the work by the OWNER. In the event of such termination, the Surety may elect to take over and complete performance of the Contract by giving written notice to the OWNER of such election within seven (7) days of the OWNER's mailing of notice of termination to the Surety and actually commencing completion within fourteen (14) days of the OWNER's notice to the Surety, time being of the essence. The Surety shall fully complete the work by the originally scheduled date of completion and the CONTRACTOR and the Surety shall remain liable to the OWNER for all damages.

**PROVIDED, FURTHER,** that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**PROVIDED, FURTHER,** any suit under this bond may be instituted until the expiration of two years from the date on which final payment under the Contract falls due or before the expiration of one year from the end of the maintenance and guarantee obligation under the Contract, which ever is later, notwithstanding any statute of limitations setting forth a shorter limitation period.

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be deemed an original, this the 20<sup>th</sup> day of July, 2011.

300 Canal Street  
Address  
Leechburg, PA 15656

[Signature]  
(Witness to Principal)

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

Lanco Electric, Inc  
Principal  
by [Signature]

ATTEST  
[Signature]  
Principal (Secretary)

(SEAL)

\*\*\*\*\*

P.O. Box 1884  
Address  
Pittsburgh, PA 15230

Fidelity and Deposit Company of Maryland  
Surety

ATTEST  
[Signature]  
Surety (Secretary)

(SEAL)  
[Signature]  
(Witness to Surety)  
Barbara A. Leeper

\*\*\*\*\*

1010 Ohio River Boulevard  
(Address)  
Pittsburgh, PA 15202

by: [Signature]  
(Attorney in Fact)  
Josephine M. Streyle

**NOTE:** Date of Bond must be the same as the date of Agreement. If Contractor is Partnership, all partners should execute bond.

**IMPORTANT:** Surety companies executing bonds must appear on the U. S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK and Barbara A. LEEPER, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver to, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney is made that issued on behalf of Brian W. LONG, Richard L. ENDERS, Brian F. JEFFE, Michael J. PETRASEK, SR., Jay BLACK, Josephine M. STREYLE, Marge FEDAK, Barbara LEEPER, dated November 30, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of February, A.D. 2010.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*William J. Mills*

By: *Gregory E. Murray* Assistant Secretary      *William J. Mills* Vice President

State of Maryland }  
City of Baltimore } ss:

On this 26th day of February, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Maria D. Adamski*

*Maria D. Adamski* Notary Public  
My Commission Expires: July 8, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

**CERTIFICATE**

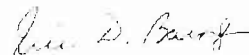
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this \_\_\_\_\_ day of \_\_\_\_\_.



Assistant Secretary

**CERTIFICATE OF INSURANCE**

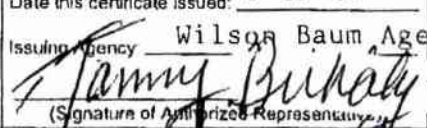
This Certificate shall be required to be properly completed by the Contractor and his Insurance Agent at the time that the construction contract is executed. It is informational and does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insurance Agency Wilson Baum Agency, Inc. 314 Long Run Road McKeesport, PA 15132	<b>COMPANIES AFFORDING COVERAGES</b>
Name and Address of Insured Contractor Lanco Electric, Inc. 300 Canal Street Leechburg, PA 15656	Company Letter <b>A</b> Harleysville Insurance Co.
Name(s) of Additional Insured Party KLH Engineers, Inc Municipal Authority of the City of McKeesport	Company Letter <b>B</b> Ohio Casualty
	Company Letter <b>C</b> Victor O. Schinnerer & Co.
	Company Letter <b>D</b>

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time and that the insurance afforded by the policies is subject to all the terms, exclusions and conditions of such policies.

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability in Thousands (000)		
					Each	Aggregate
A	General Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premise-Operations <input checked="" type="checkbox"/> Explosion and Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operation Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	MPA 85543C	9-01-11	Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury and Property Damage Combined	\$1M	2M
				Personal Injury	1M	\$
A	Automotive Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned	BA 85820C	9-01-11	Bodily Injury (Each Person)	\$1M	
				Bodily Injury (Each Person)	\$	
				Property Damage	\$1M	
A	Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input checked="" type="checkbox"/> Other than Umbrella Form	BEC 90874C	9-01-11	Bodily Injury and Property Damage Combined	\$ 6M	6M
A	<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability	WC 85130C	9-01-11	Statutory		500/500/500
B	<input checked="" type="checkbox"/> Builder's Risk	BMO 53021801	10-22-11			
C	<input checked="" type="checkbox"/> Other E & O	CPB11-411-02-76	12-01-11		1,000,000	

The coverage issued in the above listed policies will not be cancelled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to the named owner and certificate holder at the address listed below.

Construction Contract Identification West Shore Pump Station Construction Contract No. 2010-04 Electrical	Name and Address of Owner and Certificate Holder Municipal Authority of the City of McKeesport 100 Atlantic Avenue McKeesport, PA 15132	Date this certificate issued: 6-29-11 Issuing Agency: Wilson Baum Agency  (Signature of Authorized Representative)
---	--	--

THIS FORM CANNOT BE SUBSTITUTED.

**BID SHEET**

**SLUDGE HAULING BIDS**

**Bid Price Per Ton: \$ 34.00 per ton (Thirty four dollars and zero cents)**

**01/01/2014- 12/31/2015**

**Bid Price Per Ton: \$ 34.00 per ton (Thirty four dollars and zero cents)**

**01/01/2016- 12/31/16**

**Bid Price Per Ton: \$ 35.02 (Thirty five dollars and two cents)**

**01/01/2017- 12/31/2017**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Tervita, LLC  
10613 W. Sam Houston Pkwy N.  
Houston, TX 7706

### SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040-6094

### OWNER:

(Name, legal status and address)

The Municipal Authority of The City  
of McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

### Mailing Address for Notices

C/O HCC Surety  
8 Forest Park Dr, Farmington, CT 06032

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 10% of Tender Price

### PROJECT:

(Name, location or address, and Project number, if any)

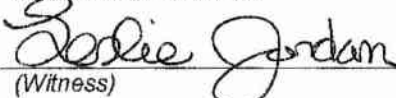
Weekly Sludge Hauling

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

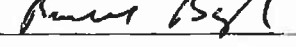
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of November 2013

  
(Witness)

  
(Witness) Carolyn E. Wheeler

TERVITA, LLC   
(Principal) (Seal)  
Controller, US operations  
(Title)

U.S. SPECIALTY INSURANCE COMPANY  
(Surety) (Seal)

  
(Title) Tara W. Mealer, Attorney-in-Fact



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Barbara A. Thompson, Carolyn E. Wheeler, Mary Y. Volmar, Loretta M. Jones, Novetta M. Anderson, Kellie A. Turner, Sandra Ward, Vicki Nobinger, Brian W. McCarter, or Tara W. Mealer of Knoxville, Tennessee

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, provided the bond penalty does not exceed Twenty Five Million Dollars (\$ \*\*25,000,000.00\*\* ).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: Daniel P. Aguilar, Vice President

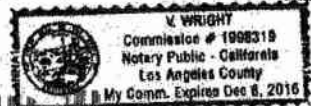
State of California
County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature (Seal)

Handwritten signature of Vanessa Wright



Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 6th day of November, 2013

Corporate Seals



Jeannie Lee, Assistant Secretary

Bond No. BID
Agency No. 16859

# Document A310<sup>TM</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Tervita, LLC  
10613 W. Sam Houston Pkway N.  
Houston, TX 7706

**SURETY:**

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040-6094

**OWNER:**

(Name, legal status and address)

The Municipal Authority of The City  
of McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

**Mailing Address for Notices**

C/O HCC Surety  
8 Forest Park Dr, Farmington, CT 06032

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 10% of Tender Price

**PROJECT:**

(Name, location or address, and Project number, if any)

Weekly Sludge Hauling

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of November 2013

Sadie Jordan  
(Witness)

Carolyn E. Wheeler  
(Witness) Carolyn E. Wheeler

TERVITA, LLC Principal By  
(Principal) (Seal)  
Controller, US operations  
(Title)  
U.S. SPECIALTY INSURANCE COMPANY  
(Surety) (Seal)  
TARA W. MEALOR  
(Title) Tara W. Mealer, Attorney-in-Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Barbara A. Thompson, Carolyn E. Wheeler, Mary Y. Volmar, Loretta M. Jones, Novetta M. Anderson, Kellie A. Turner, Sandra Ward, Vicki Nobinger, Brian W. McCarter, or Tara W. Mealer of Knoxville, Tennessee

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Twenty Five Million Dollars (\$ \*\*25,000,000.00\*\*).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

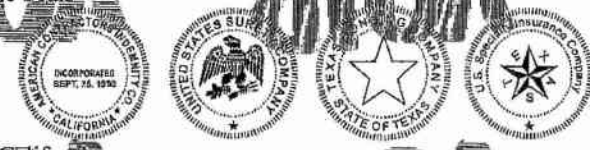
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved that the signature of any authorized officer and seal of the Company heretofore hereafter affixed to any power of attorney or any certificate relating thereto by facsimile and any power of attorney or certificate bearing facsimile signature or finding the seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seal



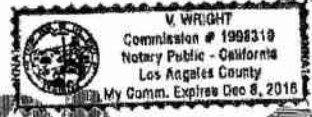
By: Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs are true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 6th day of November, 2013.

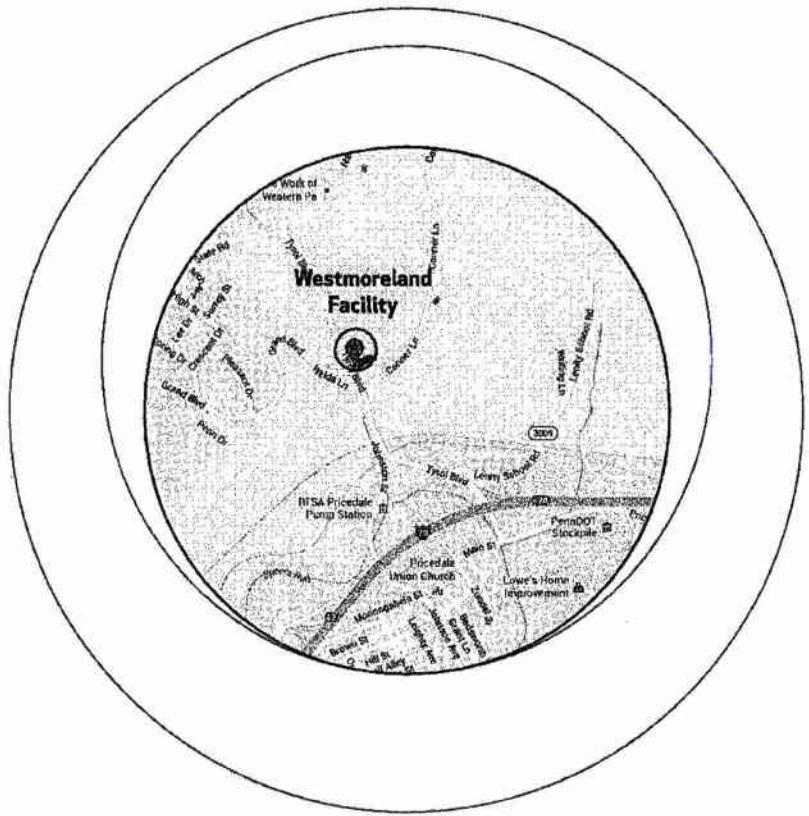
Corporate Seals



[Signature] Jeannie Lee, Assistant Secretary

Bond No. BID
Agency No. 6859

**US Operations - Pennsylvania**  
**WESTMORELAND**  
**LANDFILL**  
**FACILITY SHEET**



**U.S. Operations**  
**Houston Headquarters**  
 T: (832) 399-4500  
 F: (832) 399-4599

**Regional Office**  
**Moon Township, PA**  
 T: (412) 424-5100  
 F: (412) 424-5101

<b>PLANT PROFILE</b>	
<b>Hours of Operation</b>	Monday - Friday: 7:00 a.m. - 3:00 p.m. Saturday: 7:00 a.m. - 11:00 p.m.
<b>Facility Phone Number</b>	(724) 929-7964
<b>Facility Fax Number</b>	(724) 929-7740
<b>Facility Manager</b>	Adam Selker
<b>Location</b>	Latitude/Longitude: 40.14483/-79.85910
<b>Directions to Facility</b>	<b>From Greensburg/Pennsylvania Turnpike:</b> Take New Stanton exit off of turnpike. Take I-70 west to Exit 42A (Monessen). Follow ramp to the right onto Tyrol Blvd. Landfill is located 1/8 mile on right. <b>From Washington, Pennsylvania Turnpike:</b> Take I-70 East to exit 43 (Donora/Fayette City). Continue through traffic light past route 201 and keep right at the fork. Merge onto Pricedale Road, which goes back under I-70, and turns into Tyrol Blvd. Landfill is located 1/8 mile down on the right.
<b>Address</b>	111 Conner Lane, Belle Vernon, PA 15012
<b>Area Sales and Marketing</b>	Michael Horne: (412) 552-4427
<b>Permits</b>	Solid Waste Permit#: 100277 NPDES Permit#: PAR506110 (Stormwater Discharge Permit) Air Quality Permit#: PA-65-00767A- Title V Plan Approval Permit Application
<b>Waste Accepted</b>	Residual wastes, municipal waste, construction and demolition debris, friable/non-friable asbestos, sewage sludge



FORM OF PROPOSAL

TO: THE MUNICIPAL AUTHORITY OF  
THE CITY OF McKEESPORT

FOR: FURNISHING CATIONIC POLYMERS

The undersigned, having carefully examined the Documents and Specifications and all conditions affecting the performance of a sludge handling process and sewage coagulation process at the McKeesport Water Pollution Control Center (WPCC), propose to furnish (F.O.B.-WPCC) polymers for the prices named in the following:

SCHEDULE OF PRICES

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITIES</u>	<u>DESCRIPTION</u>	<u>UNIT PRICES</u>	<u>TOTAL AMOUNT</u>
1.	8,500 lbs.	Cationic Polymer for Sludge Conditioning	<u>\$ 1.27</u>	<u>\$ 10,795.00</u>
2.	Based on Trial Test Performance			
		(lbs./dry ton) cost/dry ton		<u>\$ 5.715</u>
	NS 61408	4.5 lb./DT x \$1.27/lb. =		

It is understood that the quantities stated above are approximate and that the Authority reserves the right to order more or less than the quantities set forth in this proposal.

It is understood and agreed that the Authority has thirty (30) calendar days from the bid opening to award the contract, and that this bid may be withdrawn within that same period of time.

It is understood that the Authority reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned bidder hereby represents as follows:

- (a) That he/she has visited the McKeesport Water Pollution Control Center and has carefully examined the proposal and these specifications and agrees to accept the interpretation of the specifications as made by the Authority's Executive Director.
- (b) That this proposal is made without connection with any person, firm, or corporation making a proposal for the same work, and is in all respects fair and without collusion or fraud; and
- (c) That should this proposal, including any combination, additions, deductions or omissions indicated or authorized by the Schedule of Prices be accepted by The Municipal Authority of the City of McKeesport, he/she will execute a performance

bond in the amount of 100% of the bid amount; and that upon his failure, neglect, or refusal to do so, he/she shall forfeit to the owner, the proposal security accompanying this proposal, not as a penalty but as liquidated damages.

- (d) That should the bidder, during the time of the contract, reduce the scheduled prices, the Authority shall receive the benefit of such lower prices on all shipments made while such lower prices are in effect.
- (e) The contract shall be in effect for the remainder of this year, ending December 31, 2013.
- f) The successful bidder agrees to reserve to the Authority, at the Authority's sole option and discretion, the right to extend the contract in accordance with the terms, conditions, and provisions in effect for one (1) one-year period beyond the contract's expiration date at the same rate as the 2012 figure. The Authority will notify the successful bidder of its intention to exercise each extension option by giving written notice of same to the successful bidder not less than thirty (30) days from the contract's expiration date.

Neo Solutions, Inc.

NAME OF BIDDER



~~CHIEF OFFICER OR PRESIDENT~~  
Municipal Product Manager

PO Box 26

BUSINESS ADDRESS

Beaver, PA 15009

**BID BOND**

**Bid Bond No. BB00485**

KNOW ALL BY THESE PRESENTS, That we, Neo Solutions, Inc.

of P.O. Box 26 Beaver, PA 15009

(hereinafter called the Principal),

as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto The Municipal Authority of the City of McKeesport

(hereinafter called the Oblige) in the penal sum of Ten Percent (10%) of the Total Amount Bid

Dollars ( Ten Percent (10%) of the Total Amount Bid )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for Furnishing Cationic Polymers

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

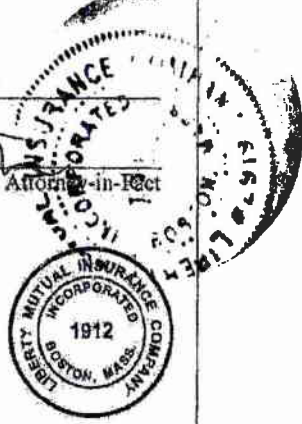
Signed and sealed this 14th day of November, 2013

Jamie S. Klingelhofer  
Witness

[Signature]  
Neo Solutions, Inc. (Seal)  
Principal  
Assistant Product Manager  
Title

Daniel Ramos  
DANIEL RAMOS  
NOTARY PUBLIC OF NEW JERSEY  
ID# 2327000  
My Commission Expires Apr. 01 2015  
Daniel Ramos, Notary Public  
Witness

[Signature]  
Liberty Mutual Insurance Company  
By Jordan C. Gilmartin  
Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6086987

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony M. Spina; Cindy Li; Frank P. Costa; Jordan C. Gilmartin; Kenneth C. Hegel Jr.

all of the city of JERSEY CITY, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of April, 2013

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



STATE OF WASHINGTON ss  
COUNTY OF KING

On this 18th day of April, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of November, 2013



By: David M. Carey  
David M. Carey, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2012

<b>Assets</b>	<b>Liabilities</b>
Cash and Bank Deposits..... \$ 903,711,694	Unearned Premiums..... \$4,205,141,671
*Bonds — U.S Government..... 1,166,929,471	Reserve for Claims and Claims Expense..... 17,056,420,207
*Other Bonds..... 11,415,194,219	Funds Held Under Reinsurance Treaties..... 1,315,062,091
*Stocks..... 8,104,853,899	Reserve for Dividends to Policyholders..... 2,455,411
Real Estate..... 255,967,320	Additional Statutory Reserve..... 49,768,998
Agents' Balances or Uncollected Premiums..... 3,482,069,753	Reserve for Commissions, Taxes and Other Liabilities..... <u>3,066,051,537</u>
Accrued Interest and Rents..... 144,016,763	<b>Total..... \$25,694,899,915</b>
Other Admitted Assets..... <u>14,732,623,458</u>	Special Surplus Funds..... \$604,621,497
	Capital Stock..... 10,000,000
	Paid in Surplus..... 7,899,471,886
	Unassigned Surplus..... 5,996,373,279
<b>Total Admitted Assets..... <u>\$40,205,366,577</u></b>	<b>Surplus to Policyholders..... <u>14,510,466,662</u></b>
	<b>Total Liabilities and Surplus..... <u>\$40,205,366,577</u></b>



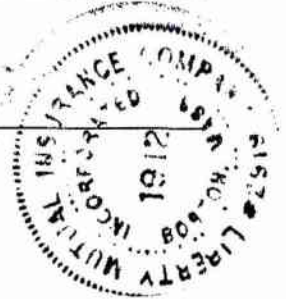
\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

*T. Mikolajewski*

Assistant Secretary





## MATERIAL SAFETY DATA SHEET

Page 1 of 4  
Rev. Date: 09/06/2009

### 1. IDENTIFICATION OF THE PRODUCT AND THE COMPANY

Product Name: **NS 61408**

Company: Neo Solutions, Inc.  
P.O. Box 26  
Beaver, PA 15009

Emergency Telephone Number: (724) 728-1847 Fax: (724) 728-3440

### 2. HAZARDS IDENTIFICATION

Spills produce extremely slippery surfaces.

### 3. COMPOSITION / INFORMATION ON INGREDIENTS

Identification: Cationic water-soluble polymer in emulsion.

### 4. FIRST AID MEASURES

Inhalation: No hazards which require special first aid measures.

Skin contact: Wash off immediately with soap and plenty of water. In case of persistent skin irritation, consult a physician.

Eye contact: Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion: The product is not considered toxic based on studies on laboratory animals.

### 5. FIRE-FIGHTING MEASURES

Suitable extinguishing media: Water. Water spray. Foam. Carbon dioxide (CO<sub>2</sub>). Dry powder.

Special fire-fighting precautions: Spills produce extremely slippery surfaces.

Special protective equipment for firefighters: No special protective equipment required.

### 6. ACCIDENTAL RELEASE MEASURES

Personal precautions: No special precautions required.

Product Name:

NS 61408

Rev. Date: 09/06/2009

Environmental precautions: As with all chemical products, **DO NOT** flush into surface water.

Methods for cleaning up: If liquid has been spilled in large quantities clean up promptly by scoop or vacuum. Keep in suitable, closed containers for disposal. After cleaning, flush away traces with water. **DO NOT flush with water.** Dam up. Soak up with inert absorbent material.

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## 7. HANDLING AND STORAGE

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Handling: Avoid contact with skin and eyes. When preparing the working solution ensure there is adequate ventilation. When using, **DO NOT** smoke.

Storage: Keep in a dry, cool place (5 - 30 °C). Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

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## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

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Engineering measures: Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

### Personal protection equipment

Respiratory protection: In case of insufficient ventilation wear suitable respiratory equipment.

Hand protection: Rubber gloves.

Eye protection: Safety glasses with side-shields. **DO NOT** wear contact lenses where this product is used..

Skin and body protection: Chemical resistant apron or protective suit if splashing or contact with solution is likely.

Hygiene measures: Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

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## 9. PHYSICAL AND CHEMICAL PROPERTIES

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Form:	viscous liquid
Color:	milky
Odor:	Aliphatic
pH:	3 - 7 @ 5 g / L
Melting Point:	Not applicable
Flash point:	Does not flash
Autoignition temperature:	Does not ignite
Approx. bulk density:	1.04
Water solubility:	See Technical Bulletin

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## 10. STABILITY AND REACTIVITY

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Stability: Stable. Hazardous polymerization does not occur.

Materials to avoid: Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products: Thermal decomposition may produce: Hydrogen Chloride gas. Nitrogen Oxides (NO<sub>x</sub>), Carbon Oxides (CO<sub>x</sub>).

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## 11. TOXICOLOGICAL INFORMATION

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### Acute toxicity

Oral: LD50 / oral / rat > 5000 mg / kg

Dermal: The results of testing on rabbits showed this material to be non-toxic even at high dose levels.

Inhalation: The product is not expected to be toxic by inhalation.

### Irritation

Skin: May cause skin irritation with susceptible persons.

Eyes: May cause skin irritation with susceptible persons.

Sensitization: The result of testing on guinea pigs showed this material to be non-sensitizing.

Chronic toxicity: A two-year feeding study on rats did not reveal adverse health effects. A one-year feeding study on dogs did not reveal adverse health effects. Prolonged skin contact may defat the skin and produce dermatitis.

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## 12. ECOLOGICAL INFORMATION

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### Aquatic toxicity

Toxicity to fish: LC50 / Danio rerio / 96 hours > 10 - 100 mg/L (OECD 203) (Bases on the toxicity of the components using the Conventional Method)

Toxicity to daphnia: EC50 / Daphnia magna / 48 hours > 50 mg/L (OECD 202) (Bases on the toxicity of the components using the Conventional Method)

Toxicity to algae: Algal inhibition tests are not appropriate. The flocculating characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

### Environmental fate

Hydrolysis: At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.

Other ecological information: The effects of this product on aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment.

### 13. DISPOSAL CONSIDERATIONS

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Waste from residues / unused products:	In accordance with federal, state / provincial, and local regulations.
Contaminated packaging:	Rinse empty containers with water and use the rinse water to prepare the working solution. Can be land-filled or incinerated, when in compliance with local regulations.

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### 14. TRANSPORT INFORMATION

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ADR / RID:	Not classified as dangerous in the meaning of ADR / RID regulations.
IMDG / IMO:	Not classified as dangerous in the meaning of IMDG / IMO regulations.
ICAO / IATA:	Not classified as dangerous in the meaning of ICAO / IATA regulations.

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### 15. REGULATORY INFORMATION

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#### Classification and Labeling

This product is not classified as dangerous and need not to be labeled according to EC-Directives an amended.

#### International Inventories

Europe Union	
(EINECS / ELINCS):	All components of this product are either listed on the inventory or are exempt from listing.
USA (TSCA):	All components of this product are either listed on the inventory or are exempt from listing.
Canada (DSL):	All components of this product are either listed on the inventory or are exempt from listing.
Australia (AICS):	All components of this product are either listed on the inventory or are exempt from listing.
Japan (ENCS):	All components of this product are either listed on the inventory or are exempt from listing.
China (IECSC):	All components of this product are either listed on the inventory or are exempt from listing.
Korea (ECL):	All components of this product are either listed on the inventory or are exempt from listing.
Philippines (PICCS):	All components of this product are either listed on the inventory or are exempt from listing.

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### 16. OTHER INFORMATION

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Person to contact: Product Manager

This MSDS was prepared in accordance with the following:

Regulation (EC) N° 1907 / 2006, Regulation (EC) N° 1272 / 2008, Directive 67 / 548 / EEC, Directive 1999 / 45 / EC  
as amended.

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The information provided in this Safety Data Sheet is correct to the best of our knowledge, information, and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal, and release, and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process unless specified in the text.

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**BID BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS,

That we, UNIVAR USA INC., as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT, as Obligee, hereinafter called the Obligee, in the sum of Ten percent of amount bid. Dollars (\$ 10% of Amount Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Shipping Liquid Chlorine 2014 & 2015

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of November, 2013.

Nathan Varnold  
Nathan Varnold (Witness)

Edward Spector  
Edward Spector, Witness

UNIVAR USA INC.

Elizabeth A. Seal  
(Name & Title)



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By Misty Wright  
Misty Wright, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

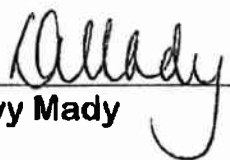
County of Los Angeles

On NOV. 05 2013 before me, Daravy Mady, Notary Public, personally appeared Misty Wright who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature   
Daravy Mady



**DESIGNATION AND APPOINTMENT OF AGENT**

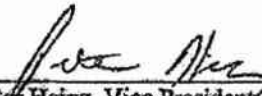
I, Peter Heinz, Vice President, General Counsel and Assistant Secretary of Univar USA, Inc., (the Company), a corporation organized and existing under the laws of the state of Washington, pursuant to a standing resolution of the Board of Directors of the Company, do hereby authorize and empower the following person as agent for the Company with authority to execute and deliver in the name and on behalf of the Company and any of its subsidiaries for the Risk Management Department, certain documents, instruments, and agreements as follows: all contracts, contract modifications, amendments; releases; permits; licenses; and any other document incidental to or connected with the acquisition of surety bonds for the corporation:

Elizabeth A. Beck, ARM

This Designation and Appointment of Agent shall cancel and supersede any prior Designation and Appointment of Agent relating to the subject matter hereof and shall remain in full force and effect until amended or rescinded.

EFFECTIVE this 8 day of May, 06



  
Peter Heinz, Vice President, Corporate Counsel &  
Assistant Secretary  
Univar USA Inc.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226837

Certificate No. 005540688

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, Kristine Mendez, KD Conrad, Simone Gerhard, Edward C. Spector, Paul Rodriguez, Lisa K. Crail, B. Aleman, Daravy Mady, James Ross, and Misty Wright

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of June, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 26th day of June, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

# The Municipal Authority

of the City of McKeesport

Members of the Board  
RYAN P. STURGESS  
DALE R. MCCALL  
LUETHEL NESBIT  
NICKOLAS J. SHERMENTI  
MARY SMITLEY

100 Atlantic Avenue  
McKeesport, PA 15132

Office: (412) 673-8276  
Fax: (412) 673-4283  
[www.mck-macm.org](http://www.mck-macm.org)

Charles Schultz  
Superintendent  
Phone (412) 673-9701

## OFFICIAL NOTICE THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT NOTICE TO BIDDERS

Sealed proposals will be received by the Municipal Authority of the City of McKeesport until 2:00 p.m. prevailing time, November 22, 2013, for one ton chlorine cylinders to be supplied for the years 2014 and 2015, and with having the option to extend the Agreement for two (2) additional separate one (1) year periods.

**CHLORINE:** The supply of approximately 20 Tons in one-ton cylinders delivered as needed for the two (2) year period from January 1, 2014 through December 31, 2015, and with the Authority having the option to extend the Agreement for the additional separate one (1) year periods from January 1, 2016 through December 31, 2016, and from January 1, 2017 through December 31, 2017.

Complete information and specifications for the above items may be obtained from Chuck Schultz, Superintendent, 100 Atlantic Avenue McKeesport, PA 15132.

Each bid must be accompanied either by cash, bid bond, or certified check in the amount of 10% of the bid, made payable to The Municipal Authority of the City of McKeesport, properly marked and delivered to the office of the Authority, 100 Atlantic Avenue McKeesport, PA 15132.

The Authority reserves the right to reject any and all bids.

Dale R. McCall, Secretary

**SPECIFICATIONS FOR THE FURNISHING OF LIQUID CHLORINE TO THE  
MUNICIPAL AUTHORITY OF THE CITY OF McKEESPORT FOR 2014:**

1. Bidders will place a bid bond, cash, or certified check in the amount of 10% of the total bid.
2. Successful bidder will be required to place a performance bond in the favor of the Municipal Authority of the City of McKeesport in the amount of the bid price. Failure to supply such a bond will result in a forfeiture of the bid bond, cash, or certified check.
3. Successful bidder, at its own expense, will make all deliveries of chlorine containers to the Authority's wastewater treatment facility and will pick up and return empty containers by means of its own trucks. While an effort will be made on the part of the Authority to provide a minimum of three (3) days notice for delivery, delivery must be provided within twenty-four (24) hours when necessary.
4. Successful bidder will agree to supply, at their own expense, washers, clamps, adaptors, and wrenches for the operation of the cylinders.
5. Since the leakage of chlorine can be very dangerous to the life and health of employees and people in the immediate neighborhood of the plant, successful bidder must agree to maintain emergency safety kits for the purpose of stopping such leaks and to service the Authority in case of such leaks and without any additional cost.
6. The successful bidder agrees to supply technical service to the Authority at no extra cost to the Authority. This includes a half-day training sessions on chlorine safety related topics, including hands-on training on the use of the chlorine repair kits.
7. Should the seller, during the term of this contract, reduce delivery or bid prices for approximate similar quantities purchased by buyer, then the seller shall reduce its price to the buyer to the same amount that it has reduced its delivery or bid prices to any other person or municipality purchasing approximate similar quantities of chlorine as buyer.
8. The advertisement for bids shall be considered as part of these specifications.
9. The successful bidder will enter into a contract with the Authority embodying these specifications and matter referred to in the advertisement of bids.

**BID SHEET**

**CHLORINE BIDS**

Bid Price / Week For <u>1/1/14 – 12/31/15</u>	Bid Price / Week For <u>1/1/16 – 12/31/16</u>	Bid Price / Week For <u>1/1/17 – 12/31/17</u>
<b>\$.30 per lb</b>	<b>\$.30 per lb</b>	<b>\$.30 per lb</b>

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**+ Refundable Container Deposit: \$750.00 each**

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**Univar USA Inc**  
**328 Bunola River Road**  
**P.O. Box 303**  
**Bunola, PA 15020**



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Skip Michalski, Account Manager

# PRODUCT DATA SHEET



PDS NO.	1127.1
PRODUCT	Chlorine, Liquid
GRADE	Technical
DATE	11-2-05
SUPERCEDES	4-30-01
APPROVAL	<i>Ronald J Nedrich</i>

PROPERTIES	Minimum	Maximum
Purity, Vol. %	99.5	
Moisture, Wt. %		0.005
Non-volatile Residue, Wt. %		0.005

## **APPLICATIONS:**

Chemical Synthesis

Disinfectant

Water Treatment – Certified to NSF Standard 60 for Drinking Water (30 mg/L max. use)

## **HANDLING, STORAGE, FIRST AID & DISPOSAL**

Refer to MSDS for specific instructions.

**Emergency Contact: CHEMTREC – Phone: 800-424-9300**



**NSF Product and Service Listings**

These NSF Official Listings are current as of **Wednesday, February 13, 2013** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

**Alert:** NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://www.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=univar&ChemicalName=Chlorine&PlantState=Peennsylvania+PA&>

**NSF/ANSI STANDARD 60  
Drinking Water Treatment Chemicals - Health Effects**

**Univar USA Inc.**  
17425 Northeast Union Hill Road  
Redmond, WA 98052  
United States  
425-889-3400

**Facility : Bunola, PA**

<b>Chlorine[CL]</b>		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the "NSF 60" designation are Certified by NSF International.

**Facility : Middletown, PA**

<b>Chlorine[CL]</b>		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Chlorine	Disinfection & Oxidation	30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

**Addendum No. 1**

**Municipal Authority of the City of McKeesport**

**Contract No's. 2010-01 thru 2010-15**

**February 1, 2011**

All prospective Bidders interested in the above construction work are herein advised of the following clarification, additions, deletions, and/or modifications of the plans, specifications and Bidding Documents.

**Contracts 2010-01 thru 15**

1. **Specification Section 15100** Part 2, 2.01 L., This paragraph shall be deleted and replaced with the paragraph attached at the end of this addendum.
2. **Specification Sections 02730& 15060:** Section 02730 specifies "All buried ductile iron pipe shall have stainless steel studs, lugs, nuts, bolts while Section 15060 specifies "Bolts shall be of high strength cast iron." ALL DUCTILE IRON PIPE SHALL USE STAINLESS STEEL STUDS, LUGS, NUTS, AND BOLTS.

**Contracts 2010-01 & 02**

1. **Specification Section C: Bid Form:** Modifications and/or Additions have been made to the bid pages for Contract 2010-01 with respect to alternate deduction for subsurface foundation systems and precast post tensioned concrete basins. The revised bid pages are attached and are pink in color.
2. **Drawing No. 220-WP2:** Drawing No. 220-WP2 shows concrete pavement east of the garage door while Drawing No. 220-HW38 shows a concrete apron and the balance New Asphalt. Drawing No. 220-WP2 is correct; the concrete should extend eastward to meet the concrete driveway.
3. **Drawing No's. 220-YP4 thru 220-YP6:** 2" Effluent Water and 2" Potable Water yard piping shown on the drawings shall be constructed of Type L Copper has specified under Section 15060 2.04. Buried pipe shall be poly-wrapped and embedded in a layer of sand in effort to prevent corrosion.
4. **Drawing No. 220-YP5:** 2" Process Air Line yard piping shown between the Process Air Building and UV Treatment Structure is called out as Ductile Iron. This should be changed to Schedule 40 Black Iron Pipe. Pipe run shall be tested to be air tight and shall be poly-wrapped
5. **Drawing No. 220-UV12:** The footing elevation shown as 738.00 is incorrect. The correct elevation should be 738.25. This makes the footing thickness of 1'-9" consistent with section UV3-A on Drawing No. 220-UV3.

6. **Revised Drawing No. 220-AE9 A1** is provided with this addendum. Revisions include:
  - Modifications to the south elevation to reflect guardrail(s) at landing and handrail at steps and ramp on north elevation.
  - Note referring to SD-5-006 has been removed.
  - Modifications to exterior door A24 to reflect full panel glass.
7. **Revised Drawing No. 220-AE10 A1** is provided with this addendum. Revisions include:
  - Modifications to the access ramp by adding 5'-0" x 9'-6" landing at elevation 745.00.
  - Revised handrail to be Model 550 as Manufactured by Superior Aluminum Products or approved equal.
8. **Revised Drawings No. 220- AE11 A1** is provided with this addendum. Revisions include:
  - Modifications to the access ramp by adding 5'-0" x 9'-6" landing at elevation 745.00.
  - Revised handrail to be Model 550 as Manufactured by Superior Aluminum Products or approved equal.
9. **Revised Drawing No. 220-AE12 A1** is provided with this addendum. Revisions include:
  - Modifications to the note below the equipment schedule to reflect compliance with ANSI A117.1.2003.
  - Added Min 5'-0" dimension between sink and toilet.
  - Modified the sink base cabinet and adjacent cabinets to reflect maximum 34" height.
10. **Revised Drawing No. 220-AE23 A1** is provided with this addendum. Revisions include:
  - Modifications to interior door A3 changing window sizes and panic hardware.
11. **Revised Drawing No. 220-LA7 A1** is provided with this addendum. Revisions include:
  - Addition of an exterior ramp for accessibility.
12. **Revised Drawing No. 220- LA9 A1** is provided with this addendum. Revisions include:
  - Addition of an exterior ramp for accessibility.
  - Modified cabinet counter section at wall changing cabinetry to sitting height including sink base.
13. **Revised Drawing No. 220- LA10 A1** is provided with this addendum. Revisions include:
  - Modified cabinet counter section at wall changing cabinetry to sitting height including sink base.
14. **Revised Drawing No. 220-LA11 A1** is provided with this addendum. Revisions include:
  - Revised Detail LA11-J to show roof thickness at a Minimum of 4".



**15. Specification Section 15500:** Schedule 15500-B the louver and damper requirements have been revised for the Headworks Building Main Room Exhaust and Intake Louvers as follows:

Static Louver								Damper				
Location	Intake/ Exhaust	No. Units	CFM per Unit	Design Free Area Velocity (fpm)	Minimum Free Area Required (sq. ft)	Width (in)	Height (in)	Width (in)	Height (in)	Damper Blade Action	Motor Actuated Damper	Minimum Actuator Torque in-lb.
Main Room	Exhaust	4	6,117	1,000	6.12	42	42	42	42	Opp	Yes	61.25
Main Room	Intake	6	4,108	873	4.71	36	36	30	30	Damper Integral to Fan		

**16. Specification Section 15500:** Schedule 15500-G the fan requirements for the Headworks Building Main Room Intake Fans have been revised as follows:

Location	No. Units	Fan Type	Min. CFM per Unit	SP	Greenheck Model	BHP	Motor Information				
							Size (hp)	RPM	Voltage	Phase	Motor Enclosure
Main Room	6	Sidewall Direct Drive Intake	4108	.75	SS2-24-604-A10	1	1	1750	460	3	EXP

**Contracts 2010-03 & 04**

- 1. Specification Section 16990** Part 1, 1.01 (A)(1)(1), Change; The motor control designation shall be as follows: **WS-MCC-101, 2,000A.**
- 2. Addition Specification Section 16235** Part 1, 1.01 Scope of Work, under Contract 2010-04 the CONTRACTOR shall furnish and install the emergency standby generator concrete pad. The pad shall be 18" thick 4,000 psi concrete, reinforced with two rows of #4 reinforcing bars @ 12" centers in both directions. The length and width shall be 12" larger than the generator on all sides. The pad shall rest on a 12" deep stone base that shall extend 12" beyond the pad in both directions. The top of the concrete shall be approximately 4" above grade.

### **Contract 2010-09&10**

1. **Drawing No. 220-392**: Floor El. 733.0 Plan 392-A, the bypass pumping connection shall be left in place. The contractor shall install a valve box and cover for both 20" full port double disc gate valves. The 20" 90 deg bend shall also be blind flanged once bypass pumping is completed.

### **Contracts 2010-11 & 12**

1. **Drawing No. 220-CPSE2**: Change; Raceways No.'s 103 and 104 shall be routed on the exterior of the building and then enter the electrical room above the motor control center. Please note that entrance into the motor control center shall be from above.
2. **Drawing No. 220-367**: Floor Elevation 723.0 Modification Plan 367-B, calls for Toe Plate to be installed on exiting handrail on the Dry Well side of the pump station. Toe Plate is not required on the hand rail on either side of the sluice gate on the Wet Well side.
3. **Drawing No. 220-368**: In section 368-B the addition calls for 12" split face block to be used. This should be changed to 10" split face block.
4. **Drawing No. 220-369**: Wall section 369-C calls out 12" split face block. This should be changed to 10" split face block.
5. **Drawing No. 220-374**: Proposed Site Plan 374-A the contractor is instructed to bypass pump from a manhole outside regulator #33. The correct manhole to bypass pump from is the one that connect the two regulators just before entering the pump station. This manhole is 4'-0" in diameter and approximately 36.5' deep.
6. **Drawing No. 220-374**: Bypass Pump Connection Detail 374-C, this connection shall be left in place. The contractor shall install a valve box and cover for both 18" full port double disc gate valves. The 18" 90 deg bend shall also be blind flanged once bypass pumping is completed.

### **Contracts 2010-14**

1. Specification Section F, Pages F-11 and F-12: Paragraph F6 the amount of the maintenance bond shall be changed from \$4,372,000 to \$2,300,000.

All bidders shall acknowledge receipt of this Addendum No. 1 in the space provided on the Bid Form (Page C-1).

**End of Addendum No. 1**  
**Contract No's. 2010-01 thru 2010-15**

KLH Engineers, Inc.  
5173 Campbells Run Rd.  
Pittsburgh, PA 15205

Section 15100 Part 2, 2.01

L. Double Disc Gate Valves

1. All gate valves shall be manufactured per AWWA C-500 with fully revolving double discs and full nominal diameter ports. Exposed valves shall be rising stem, outside screw and yoke with parallel sets unless noted. OS&Y gate valves shall also be furnished with beveled gears where shown on plans. Valve for buried service shall be non-rising stem with operating nut and with either beveled or spur gears where required.
2. Each valve shall have manufacturer's name, pressure rating and year in which manufactured cast on body and narrows cast into the operation nut or hand wheel to indicate direction of opening.
3. Valves shall have ductile iron bodies and shall be designed for 250 psi water working pressure. Prior to shipment from the factory, each valve shall be hydrostatically shell tested twice the valve working pressure. Certified results of the test shall be furnished with the valves at time of shipment.
4. Valves shall be furnished with two 360 degree ductile iron rotating discs, interchangeable and field replaceable without removal of the valve body from the pipeline. Internal roller and self-adjusting bronze scrapers shall allow valve to be mounted in the horizontal position or engineer specified angle from vertical or horizontal centerlines. Valve body guides and tracks shall be a bronze bearing surface throughout the entire travel of the valve. Guide contact area shall be bronze material conforming to Grade A, B, C, D, E, per AWWA C-500 (latest edition) Section 3.9. Valve design shall allow complete re-packing of valve stem under pressure when the valve is in the full open or closed position.
5. Stuffing box shall be o-ring seal type with two o-rings located in stem above thrust collar in valves without gearing. Enclosed spur or bevel gearing with extended type gear cases will be provided to completely enclose stem and stuffing box. Bronze case rings shall be screwed into place and the contact face machined to a smooth finish. Use of screws, rivets or other means of retention will not be acceptable. Gate valves 16" and larger shall be supplied with side or bottom mounted by pass valves.
6. Stems in full accordance with AWWA specifications shall be stainless steel or bronze with a minimum 80,000 tensile strength and cast integral stem collar. Stem nuts shall be made independent of hooks, gates, and wedges. No pins will be allowed to retain gates to stem nut.
7. Valves are to be epoxy lined and coated with an NSF-62 approved coating system or buried or exposed service.
8. Valve flanges shall match adjacent piping. All exposed valve body bolts and nuts shall be stainless steel.
9. Valves shall be manufactured by American R/D Gate Valve Company or approved equal.

Section C

**BID FORM - CONTRACT NO. 2010-01**

**Project Identification:** Wastewater Treatment Plant  
Expansion Construction

**Contract Identification  
and Number:** General/Mechanical Construction  
Contract No. 2010-01

**This Bid is Submitted to:** Municipal Authority of the City of  
McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

**C1** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

**C2** BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

**C3** In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

**Date of Issuance**

**Addenda Number**

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

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

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER

deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 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 any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

**C4** BIDDER will complete the Work under Contract No. 2010-01 for the following Lump Sum Prices:

**Lump Sum Contract Price**

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

**Base Bid**

\$ \_\_\_\_\_

(Figures)

**C5** BIDDER agrees that the lump sum prices above include a Contract allowance of **\$150,000** for unspecified concrete repair. All work shall be identified as construction progresses on existing structures. Payment for concrete repair work performed shall be measured on a time and material basis and any unused amount of the allowance shall be deleted from the final payment.

**C6** BIDDER agrees that the lump sum prices above include a Contract allowance of **\$150,000** for unspecified environmental remediation within the former TECO Electric Building. All work shall be identified by the OWNER resulting from the OWNER's professionally performed third part assessment and shall be completed by a subcontractor specializing in cleanup, remediation and/or abatement of hazardous materials. The BIDDER further agrees that the allowance shall only pay for work directly performed by the remediation subcontractor and that the final contract price shall be adjusted beyond or below the allowance by change order to reflect the actual cost of the remediation work.

C7 BIDDER agrees that the lump sum prices above are predicated on furnishing the following: all work associated with the Administration Building Expansion at the cost stated below.

**Lump Sum Contract Price** \_\_\_\_\_  
**for Administration Building** (Words)  
**Expansion** \$ \_\_\_\_\_  
(Figures)

C8 BIDDER agrees that the lump sum prices above are predicated on furnishing the following: all work associated with the Laboratory Addition at the cost stated below.

**Lump Sum Contract Price** \_\_\_\_\_  
**for Laboratory Addition** (Words)  
\$ \_\_\_\_\_  
(Figures)

C9 BIDDER agrees that the lump sum prices above are predicated on furnishing the following major process equipment at the cost stated below. (Where multiple manufacturers are named, the BIDDER shall circle the name of the manufacturer on which the base bid is predicated).

Specification Item No.	Description	Name of Manufacturer(s)	Cost of Base Bid Equipment
11310	Raw Sewage Pumps	Yeomans Chigago	\$ _____
11320	Grit Collecting Equipment	Smith & Loveless	\$ _____
11330	Fine Screen Unit	Duperon	\$ _____
11331	Washer/Compactor	Duperon	\$ _____
11375	SBR Equipment	Sanitaire	\$ _____
11376	Digester Coarse Bubble Diffusers	EDI	\$ _____
11377	Digester Air Blowers	Gadner Denver- Suitorbilt	\$ _____
11390	UV Disinfection	Ozonia	\$ _____
14605	Bridge Crane	Gorbel	\$ _____
15555	Boiler	Lochinvar	\$ _____

C10 BIDDER hereby offers deductions from the lump sum bid prices if the OWNER desires that alternate equipment be furnished by the respective manufacturers identified below (BIDDER may insert alternate manufacturers' names in any one or more of the spaces below) (Multiple Alternates are permissible, photo copies of this page may be made and included):

Specification	Description	Name of Alternate Manufacturer and Associated Deduction from Bid Price
11310	Raw Sewage Pumps Deduct \$ _____	_____ (Words)
11320	Grit Removal Equipment Deduct \$ _____	_____ (Words)
11330	Mechanically Cleaned Bar Screen Deduct \$ _____	_____ (Words)
11331	Washer/Compacter Deduct \$ _____	_____ (Words)
11375	SBR Equipment Deduct \$ _____	_____ (Words)
11376	Digester Coarse Bubble Diffuser Equipment Deduct \$ _____	_____ (Words)
11377	Digester Air Blowers Deduct \$ _____	_____ (Words)
11390	UV Disinfection Equipment Deduct \$ _____	_____ (Words)
14605	Bridge Crane Deduct \$ _____	_____ (Words)
15555	Boiler Deduct \$ _____	_____ (Words)

**C11** BIDDER agrees that the lump sum prices above are predicated on furnishing concrete auger cast piles in all locations identified on the contract drawings and specified in Section 02600. BIDDER hereby offers the following alternate lump sum deduct for alternate subsurface foundation systems in lieu of providing auger cast piles under the SBR basins only. BIDDER agrees that by supplying this alternate he is responsible for any and all engineering and associated costs required for alternate subsurface foundation systems

Name of Alternate \_\_\_\_\_  
Subsurface Foundation System

Associated Deduction \$ \_\_\_\_\_  
From Base Price \_\_\_\_\_  
(Words)

**C12** BIDDER agrees that the lump sum prices above are predicated on furnishing cast in place concrete for the SBR basins identified on the contract drawings. BIDDER hereby offers the following alternate lump sum deduct in lieu of cast in place concrete for a precast post tensioned concrete tank system for the SBR basins only. BIDDER agrees that by supplying this alternate he is responsible for any and all engineering and associated costs with the supply of structural designs differing from the base bid design, inclusive of foundation and subsurface foundation systems.

Name of Alternate \_\_\_\_\_  
Precast Concrete SBR Tank

Associated Deduction \$ \_\_\_\_\_  
From Base Price \_\_\_\_\_  
(Words)

**C13** BIDDER agrees that deductions offered for alternate equipment shall be independent values that will be utilized to adjust the Lump Sum base bid, or Lump Sum alternate bid, provided by the Bidder, if the OWNER desires to accept said alternate equipment.

**C14** BIDDER agrees that the Work will be completed within seven hundred thirty (730) Calendar days after the date when the Contract Time commences.

**C15** BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

**C16** BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

**C17** BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during



construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

**C18** The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

**C19** Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

**C20** The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

**Submitted on** \_\_\_\_\_ 20\_\_.

(Execute the Bid Form on the following page)



Section C

**COMBINATION BID FORM**

**BIDDERS holding plans for:**

- Contract 2010-01 Wastewater Treatment Plant Expansion General Mechanical Construction.
- Contract 2010-02 Wastewater Treatment Plant Expansion Electrical Construction.
- Contract 2010-03 West Shore Pump Station General Mechanical Construction.
- Contract 2010-04 West Shore Pump Station Electrical Construction.
- Contract 2010-05 Long Run Pump Station Improvements General Mechanical Construction.
- Contract 2010-06 Long Run Pump Station Improvements Electrical Construction.
- Contract 2010-07 Ripple Road Pump Station General Mechanical Construction.
- Contract 2010-08 Ripple Road Pump Station Electrical Construction.
- Contract 2010-09 28<sup>th</sup> Avenue Pump Station Improvements General Mechanical Construction.
- Contract 2010-10 28<sup>th</sup> Avenue Pump Station Improvements Electrical Construction.
- Contract 2010-11 Cliff Street Pump Station Improvements General Mechanical Construction.
- Contract 2010-12 Cliff Street Pump Station Improvements Electrical Construction.
- Contract 2010-13 West Shore Sanitary Sewer Construction.
- Contract 2010-14 East Shore Sanitary Sewer Construction.
- Contract 2010-15 Youghiogheny River Force Main Crossing.

are hereby invited to submit a Combination Bids for Pump Station Construction and Sewer Construction with Wastewater Treatment Plant Combinations.

Those BIDDERS desiring to submit proposals for performing the Work under more than one of certain contracts, and at the same time will offer the OWNER (as an incentive to receive the award of the stipulated combinations of contracts set forth below) a reduction in the aggregate sums of the amounts bid on the respective contract Bid Forms, are directed to complete the following:

---

**WWTP Expansion Combination No. 1**

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<u>Column A</u>	<u>Column B</u>
Combination of Contracts	Reduction in the Amounts of the Lump Sums bid if Awarded the Combination indicated in Column A
	(In Figures)
• Contract 2010-01 Wastewater Treatment Plant Expansion General Mechanical Construction.	\$ _____
• Contract 2010-02 Wastewater Treatment Plant Expansion Electrical Construction.	\$ _____

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(continued from previous page)

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**WWTP Expansion Combination No. 2**

<u>Column A</u>	<u>Column B</u>
Combination of Contracts	Reduction in the Amounts of the Lump Sums bid if Awarded the Combination indicated in Column A  (In Figures)
• Contract 2010-01 Wastewater Treatment Plant Expansion General Mechanical Construction.	\$ _____
• Contract 2010-03 West Shore Pump Station General Mechanical Construction.	\$ _____
• Contract 2010-05 Long Run Pump Station Improvements General Mechanical Construction.	\$ _____
• Contract 2010-07 Ripple Road Pump Station General Mechanical Construction.	\$ _____
• Contract 2010-09 28 <sup>th</sup> Avenue Pump Station Improvements General Mechanical Construction.	\$ _____
• Contract 2010-11 Cliff Street Pump Station Improvements General Mechanical Construction.	\$ _____
<b>Total</b>	\$ _____

(continued from previous page)

**WWTP Expansion Combination No. 3**

<u>Column A</u>	<u>Column B</u>
Combination of Contracts	Reduction in the Amounts of the Lump Sums bid if Awarded the Combination indicated in Column A
	(In Figures)
• Contract 2010-02 Wastewater Treatment Plant Expansion Electrical Construction.	\$ _____
• Contract 2010-04 West Shore Pump Station Electrical Construction.	\$ _____
• Contract 2010-06 Long Run Pump Station Improvements Electrical Construction.	\$ _____
• Contract 2010-08 Ripple Road Pump Station Electrical Construction.	\$ _____
• Contract 2010-10 28 <sup>th</sup> Avenue Pump Station Improvements Electrical Construction.	\$ _____
• Contract 2010-12 Cliff Street Pump Station Improvements Electrical Construction.	\$ _____
<b>Total</b>	\$ _____

(continued from previous page)

**WWTP Expansion Combination No. 4**

Column A Combination of Contracts	Column B Reduction in the Amounts of the Lump Sums bid if Awarded the Combination indicated in Column A (In Figures)
• Contract 2010-01 Wastewater Treatment Plant Expansion General Mechanical Construction.	\$ _____
• Contract 2010-02 Wastewater Treatment Plant Expansion Electrical Construction.	\$ _____
• Contract 2010-03 West Shore Pump Station General Mechanical Construction.	\$ _____
• Contract 2010-04 West Shore Pump Station Electrical Construction.	\$ _____
• Contract 2010-05 Long Run Pump Station Improvements General Mechanical Construction.	\$ _____
• Contract 2010-06 Long Run Pump Station Improvements Electrical Construction.	\$ _____
• Contract 2010-07 Ripple Road Pump Station General Mechanical Construction.	\$ _____
• Contract 2010-08 Ripple Road Pump Station Electrical Construction.	\$ _____
• Contract 2010-09 28 <sup>th</sup> Avenue Pump Station Improvements General Mechanical Construction.	\$ _____
• Contract 2010-10 28 <sup>th</sup> Avenue Pump Station Improvements Electrical Construction.	\$ _____
• Contract 2010-11 Cliff Street	\$ _____

Pump Station Improvements  
General Mechanical Construction.

- Contract 2010-12 Cliff Street  
Pump Station Improvements  
Electrical Construction. \$ \_\_\_\_\_
  - Contract 2010-13 West Shore  
Sanitary Sewer Construction \$ \_\_\_\_\_
  - Contract 2010-14 East Shore  
Sanitary Sewer Construction. \$ \_\_\_\_\_
  - Contract 2010-15 Youghiogheny  
River Force Main Crossing  
Construction. \$ \_\_\_\_\_
- Total** \$ \_\_\_\_\_
- 

BIDDERS are advised that the OWNER will not consider acceptance of the above combination Bids, unless the amounts therein stated reflect an adjustment that represents a total cost of construction less than the arithmetic sum(s) of the respective amounts of the acceptable low bids on each contract. The deductive amounts shall be uniformly distributed among all listed bid items for those contract combinations indicated.

Completion of this form will not relieve BIDDER from the responsibility of complying with all provisions set forth in all Sections of the Contract Documents.

**Submitted on** \_\_\_\_\_ **20**\_\_\_\_\_

**By** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert name, address, seal, signature, etc., identical to those utilized for completing the Bids.



Section C

**BID FORM - CONTRACT NO. 2010-02**

**Project Identification:** Wastewater Treatment Plant  
Expansion Construction

**Contract Identification  
and Number:** Electrical Construction  
Contract No. 2010-02

**This Bid is Submitted to:** Municipal Authority of the City of  
McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

**C1** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

**C2** BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

**C3** In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

**Date of Issuance**

**Addenda Number**

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

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

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the

work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 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 any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

**C4** BIDDER will complete the Work under Contract No. 2010-02 for the following Lump Sum Price:

**Lump Sum Contract Price**

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

\$ \_\_\_\_\_ (Figures)

**C5** BIDDER hereby offers deductions from the lump sum bid price if the OWNER desires that alternate equipment from that shown in the technical specifications, identified below (BIDDER may insert deduction in the spaces below):

<b>Specification No. - Description</b>	<b>Associated Deduction From Bid Price</b>
16140 - Wiring Devices	Deduct\$ _____
16180 - Safety Disconnect Switches	Deduct\$ _____
16311 - Switchgear-Low Voltage	Deduct\$ _____
16471 - Panel Boards	Deduct\$ _____

16479- Surge Protective Device	Deduct\$ _____
16480 - Switched Tuned Power Factor Correction Equipment	Deduct\$ _____
16500- Lighting	Deduct\$ _____
16800 - LCD Screen Monitor	Deduct\$ _____
16810 - Video Surveillance	Deduct\$ _____
16910 - Instrumentation	Deduct\$ _____
16920 - Gas Monitoring System	Deduct\$ _____
16925 - Custom Control Panels	Deduct\$ _____
16930 - Supervisory Control and Data Acquisition	Deduct\$ _____
16950 - Variable Frequency Drive Motor Controllers	Deduct\$ _____
16990 - Motor Control Centers - Low Voltage	Deduct\$ _____

**C6** BIDDER agrees that the lump sum prices above are predicated on furnishing the following: all work associated with the Administration Building Expansion at the cost stated below. This work is shown on drawings 220-AEE1, 220-AEE2, the associated general/mechanical drawings and includes:

The 400A Administration Building feeder circuit breaker inside PS-MCC-101

Ductbank DB22, inclusive of all concrete, reinforcing bars, conduits, etc.

Conduit No. 9069 and its associated wires

The work outlined in specification 16820, which is covered by a \$25,000 allowance.

**Lump Sum Contract Price  
for Administration Building  
Expansion**

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

\$ \_\_\_\_\_

(Figures)

**C7** BIDDER agrees that the lump sum prices above are predicated on furnishing the following: all work associated with the Laboratory Addition at the cost stated below. This work is shown on drawings 220-CIE2, 220-CIE3, 220-CIE5, and the associated general/mechanical drawings. This does NOT include the work shown for the SCADA control room (Drawing No. 220-CIE1), which is included in the WWTP expansion project.

**Lump Sum Contract Price  
for Laboratory Addition**

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

\$ \_\_\_\_\_

(Figures)

**C8** BIDDER agrees that the Work will be completed within seven hundred thirty (730) Calendar days after the date when the Contract Time commences.

**C9** BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

**C10** BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

**C11** BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

**C12** The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

**C13** Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

**C14** The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

**Submitted on** \_\_\_\_\_ 20\_\_.

(Execute the Bid Form on the following page)



**Addendum No. 2**

**Municipal Authority of the City of McKeesport**

**Contract No's. 2010-01 thru 2010-15**

**February 10, 2011**

All prospective Bidders interested in the above construction work are herein advised of the following clarification, additions, deletions, and/or modifications of the plans, specifications and Bidding Documents.

**Contracts 2010-01 thru 2010-15**

1. Bid opening date shall be changed to March 7, 2011. All bids must be received by the Municipal Authority of the City of McKeesport, Allegheny County, Pennsylvania, at 100 Atlantic Avenue, McKeesport, PA 15132 until 11:00 A.M. prevailing time. Bids will be opened and read aloud at 1:00 P.M. at the McKeesport Palisades, 501 Water Street McKeesport, PA 15132.

In order to provide adequate time to respond to RFI's they shall be submitted no later than 11:59 PM, Thursday March 3. All questions shall be addressed to [macmproject@klhengineers.com](mailto:macmproject@klhengineers.com).

All bidders shall acknowledge receipt of this Addendum No. 2 in the space provided on the Bid Form (Page C-1).

**End of Addendum No. 2**

**Contract No's. 2010-01 thru 2010-15**

KLH Engineers, Inc.  
5173 Campbells Run Rd.  
Pittsburgh, PA 15205

**Addendum No. 3**

**Municipal Authority of the City of McKeesport**

**Contract No's. 2010-01 thru 2010-15**

**February 15, 2011**

All prospective Bidders interested in the above construction work are herein advised of the following clarification, additions, deletions, and/or modifications of the plans, specifications and Bidding Documents.

**Contracts 2010-01 thru 15**

1. **Specification Section F: Owners and Contractors Protective Liability Insurance;** CLARIFICATION, This insurance is required and should be included in your bid.
2. **Specification Section F: Local Taxes and Permits;** CLARIFICATION, Gross building construction cost for the basis of local permits shall be defined as all cost associated with the construction of buildings or additions including all mechanical and electrical components, excluding all wastewater treatment and process conveyance equipment.
3. **Specification Section F: Requirements of City of McKeesport;** CLARIFICATION, Street Opening Permit Costs:
  - \$300.00 per opening.Bond Requirements:
  - Maintenance Bond in the amount of \$5000.00 per opening.
4. **Specification Sections 02730& 15060;** All ductile iron pipe shall use STAINLESS STEEL studs, lugs, nuts, and bolts. FLUROPOLYMER COATED studs, lugs, nuts, and bolts shall also be acceptable.
5. **Specification Sections 02730& 15060;** ANSI C153 fittings are considered acceptable for all ductile iron pipe.

**Contracts 2010-01 & 02**

6. **Specification Section 01800;** CLARIFICATION, Substantial completion for Contract No's. 2010-01 and 2010-02 are clarified as follows:
  - A. Partial substantial completion will be issued for the new wastewater treatment plant treatment train defined in general as the Headworks Building, SBR's, UV System, and Process Air Blowers/ Building. Partial Substantial completion for the new treatment train will be issued after all of these components, the buildings which house them, and all ancillary components are successfully started-up, tested, placed in service, operation & maintenance manuals have been provided, and training completed. When these tasks have been completed for the last of these components



a letter of partial substantial completion will be issued. The date of the letter will trigger the beginning of the maintenance bond period as well as all warranties identified in the specifications.

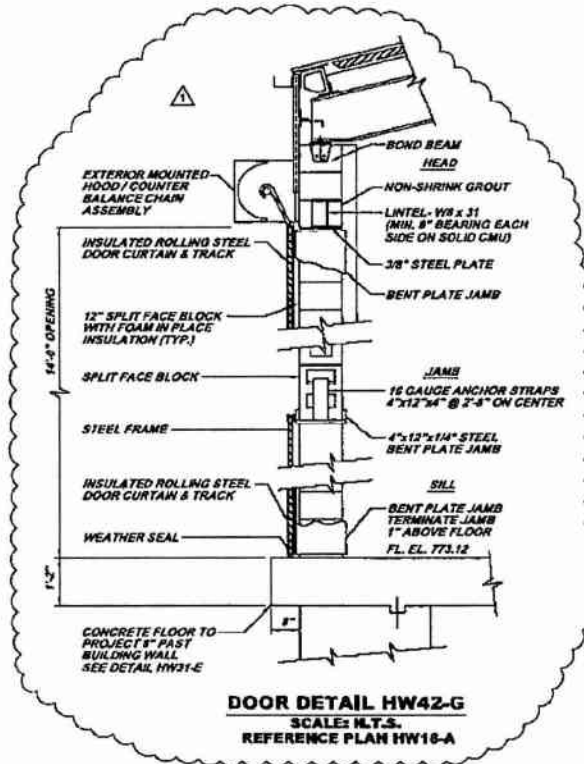
- B. Partial substantial completion will be issued for the wastewater treatment plant pump station upgrade work after all of the work associated with the upgrade is completed. This work includes the pumps, components, buildings modifications, and all ancillary components are successfully started-up, tested, placed in service, operation & maintenance manuals have been provided, and training completed. When these tasks have been completed for the last of these components a letter of partial Substantial completion will be issued. The date of the letter will trigger the beginning of the maintenance bond period as well as all warranties identified in the specifications.
- C. Partial substantial completion will be issued for the conversion of the primary tanks to digesters after all of the work associated with the conversion is completed. This work includes all piping, Digester Air blowers, components, building, and all ancillary components are successfully started-up, tested, placed in service, operation & maintenance manuals have been provided, and training completed. When these tasks have been completed for the last of these components a letter of partial substantial completion will be issued. The date of the letter will trigger the beginning of the maintenance bond period as well as all warranties identified in the specifications.
- D. Substantial completion will be achieved and a letter of notification thereof will be issued when all remaining work (Chlorine building, Chlorine contact tank modifications, administration building expansion and laboratory addition) not previously indentified as well as restoration and all punch list items have been completed.

This definition supersedes all others in the Contract documents for Contracts 2010-01 and 2010-02.

- 7. **GENERAL:** If requested, KLH Engineers, Inc. can provide an MS-EXCEL workbook that contains both the electrical raceway schedule and the electrical cable schedule for this contract. These schedules are being provided for REFERENCE ONLY and only the information contained in the bound specifications and complete drawing set shall be used in preparing the bid.
- 8. **GENERAL:** CLARIFICATION OF RESPONSE TO PRE-BID MEETING INQUIRY, the AUTHORITY will perform general cleaning of existing and proposed digester tanks such that they will be hosed and free of wastewater sludge and associated debris, in accordance with Section 01040.
- 9. **GENERAL:** CLARIFICATION, Demolition drawings identify both mechanical and electrical work required. Scope of work for electrical demo is defined with in the electrical specifications.

10. **Specification Section 01020**: DELETE, Section 01020, Part 3, 3.02 A. 19. The construction of the electrical utility substation shall be the responsibility of the ELECTRICAL CONTRACTOR under Contract 2010-02.
11. **Contract No. 2010-02**: CLARIFICATION, Under Contract 2010-02 the Electrical Contractor is responsible for the entire substation with the exception of the fencing.
12. **Specification Section 02080**: Bypass pumping flow requirements are as follows:
  - Static Head = 65.54 (Vault U.M. 1 to Headworks Building)
  - Ave Flow = 11.5 MGD
  - Peak Flow = 20 MGD
13. **Specification Section 02820**: CHANGE, Section 02820 Site Fence and Gates Specification shall be replaced with the attached specification.
14. **Specification Section 07240**: ADDITION, Section 07240, Part 2, 2.01 A. OR EQUAL shall be added at the end of paragraph A.
15. **Specification Section 08120**: REVISION, Section 08120, Part 1, 1.04, A. OWNER shall select from the following: DELETE, Section 08120, Part 1, 1.04, B. Class I Anodized. 7 mil minimum thickness: Clear; Light, Medium, and Dark Bronze; and Black - AAMA 605.2 High Performance Organic Coatings: Kynar based Paint and Power-AAMS 603.8 Pigmented Organic Coatings: Polycron. **ADD, Section 08120, Part 1, 1.04, A. Class I Anodized .7 mil minimum thickness, Dark Bronze.**
16. **Specification Section 11311**: DELETE, Section 11311, Part 1, 1.01, A.3. One pre-pressurized hydro-pneumatic tank. There will be no hydro-pneumatic tank required under this section.
17. **Specification Section 16110**: DELETE; Section 16110, Part 3, 3.01 SS. "All exposed conduits shall be painted in accordance with Section 16010 and Division 9 Finishes. PVC and PVC coated steel conduits do not need to be painted." Conduit will be painted the same color as the wall or ceiling they are on. Refer to Division 9 Finishes.
18. **Specification Section 16150**: CHANGE; under the raceway segments, where the type is identified as EXPLOSION PROOF, the type shall be **EXPLOSION PROOF COUPLING**. Reference specification section 16110, Part 2, 2.01 (E) for the requirements of this type of raceway.

19. **Drawing No. 220-HW42:** ADDITION, Door Detail HW42-G, Revisions to this detail include a 3/8" Steel Plate and W8x31 Lintel which was omitted from the original drawing. See the following detail.



**Contracts 2010-03 & 04**

20. **Specification Section 01800:** CLARIFICATION, Substantial completion for Contract No's. 2010-03 and 2010-04 shall be in accordance with Section 01800 of that respective contract. This definition supersedes all others.
21. **Specification Section F: Requirements of Liberty Borough;** CLAIRIFICATION, Street Opening Permit Costs:
- Concrete Streets- \$300.00 per opening.
  - Bituminous Streets- \$300.00 per opening.
  - Openings in excess of fifty (50) square feet in area shall constitute a separate street opening.
- Bond Requirements:
- Surety bond, cash or certified check in amount of \$3,000.00.

- 22. Specification Section F: Requirements of Port Vue Borough; CLARIFICATION, Street Opening Permit Costs:**
- One-third (1/3) square yards or less - \$500.00
  - More then (1/3) square yards -\$500.00 plus \$10.00 for each additional cubic yard there after.
- Bond Requirements:**
- Surety bond in the amount of \$1000.00 for each opening or \$10,000 for an indefinite number of openings.
- Certificate of Insurance:**
- Liability insurance for bodily injury \$300,000.00, for each person, \$300,000.00, for each accident and \$100,000.00 for property damages.
- 23. GENERAL: Precast Concrete Vaults shall be accepted in lieu of Cast in Place Concrete under Contracts 2010-03. Precast Concrete shall conform to the attached specification.**
- 24. Drawing No. 220-WS16: WEST SHORE PUMP STATION PROPOSED SITE PLAN WS16-A, CHANGE, Man Hole WS-1, the invert of the 30" D.I. pipe is incorrectly identified as 30" INV.=724.45 and should read, 30" INV.= 726.45**
- 25. Revised Drawing No. 220-WS28: is provided with this addendum. Revisions include:**
- Modifications to SEWER PROFILE WS28-A correcting the invert of the 30" D.I. pipe in man hole WS-1.
  - Corrected man hole profiles that were shown incorrectly.
- 26. Drawing No. 220-WS23: CHANGE, down spouts shall terminate at ground level with a 90 degree bend and concrete splash pads.**
- 27. Drawing No. 220-WS22: CHANGE, down spouts shall terminate at ground level with a 90 degree bend and concrete splash pads**
- 28. GENERAL: If requested, KLH Engineers, Inc. can provide an MS-EXCEL workbook that contains both the electrical raceway schedule and the electrical cable schedule for this contract. These schedules are being provided for REFERENCE ONLY and only the information contained in the bound specifications and complete drawing set shall be used in preparing the bid.**
- 29. Specification Section 02080: Bypass pumping shall conform to a peak flow rate of 7 MGD.**
- 30. Specification Section 02820: CHANGE, Section 02820 Site Fence and Gates Specification shall be replaced with the attached specification.**

31. **Specification Section 08120**: REVISION, Section 08120, Part 1, 1.04, A. OWNER shall select from the following: DELETE, Section 08120, Part 1, 1.04, B. Class I Anodized. 7 mil minimum thickness: Clear; Light, Medium, and Dark Bronze; and Black - AAMA 605.2 High Performance Organic Coatings: Kynar based Paint and Power-AAMS 603.8 Pigmented Organic Coatings: Polycron. **ADD, Section 08120, Part 1, 1.04, A. Class I Anodized .7 mil minimum thickness, Dark Bronze.**
32. **Specification Section 16150**: CHANGE; under the raceway segments, where the type is identified as EXPLOSION PROOF, the type shall be **EXPLOSION PROOF COUPLING**. Reference specification section 16110, Part 2, 2.01 (E) for the requirements of this type of raceway.
33. **Drawing No. 220-WSE10**: The logic controller is shown with 13 modules being powered from one power supply. This is beyond the limits, as defined by the manufacturer. The controller and panel layout shall be modified with the addition of the following; A second power supply (Item No. 28) and an Allen-Bradley bus cable (1769-CRR1). The generator interface module shall be relocated to the DIN rail just below its present location. All mounting hardware shall be provided.

#### **Contracts 2010-05 & 06**

33. **GENERAL**: If requested, KLH Engineers, Inc. can provide an MS-EXCEL workbook that contains both the electrical raceway schedule and the electrical cable schedule for this contract. These schedules are being provided for REFERENCE ONLY and only the information contained in the bound specifications and complete drawing set shall be used in preparing the bid.
34. **GENERAL**: CLARIFICATION, Demolition drawings identify both mechanical and electrical work required. Scope of work for electrical demo is defined with in the electrical specifications.
35. **Specification Section 01800**: CLARIFICATION, Substantial completion for Contract No's. 2010-05 and 2010-06 shall be in accordance with Section 01800 of that respective contract. This definition supersedes all others.
36. **Specification Section 02080**: Bypass pumping shall conform to existing pumping rates. The existing pump operate at the following conditions:
- TDH = 30.32
  - Static Head = 21.50
  - Peak Flow = 2.67 MGD
37. **Specification Section 02820**: CHANGE, Section 02820 Site Fence and Gates Specification shall be replaced with the attached specification.
38. **Specification Section 08120**: REVISION, Section 08120, Part 1, 1.04, A. OWNER shall select from the following: DELETE, Section 08120, Part 1, 1.04, B. Class I

Anodized. 7 mil minimum thickness: Clear; Light, Medium, and Dark Bronze; and Black - AAMA 605.2 High Performance Organic Coatings: Kynar based Paint and Power-AAMS 603.8 Pigmented Organic Coatings: Polycron. **ADD, Section 08120, Part 1, 1.04, A. Class I Anodized .7 mil minimum thickness, Dark Bronze.**

39. **Specification Section 11310:** 11310 PART 3: 3.01, A.; DELETE the following words from the first paragraph lines 2 through 4, “warranty that shall comprise the following terms: The initial year from start-up of the equipment shall be covered 100% for parts and labor. The following years 2 through 5 shall be covered 50% for”. Paragraph shall read “The pumps and motors will be covered by a five (5) year 100 % warranty on parts and labor. This warranty shall not be limited by hours of running time or operation from variable speed drives.”
40. **Specification Section 11310:** 11310 PART 3: 3.01, A; DELETE the entire second paragraph titled, “OPTIONAL- REQUIRES A SPECIAL WARRANTY PURCHASE.”
41. **Specification Section 16150:** CHANGE; under the raceway segments, where the type is identified as EXPLOSION PROOF, the type shall be **EXPLOSION PROOF COUPLING**. Reference specification section 16110, Part 2, 2.01 (E) for the requirements of this type of raceway.

#### **Contracts 2010-07 & 08**

42. **GENERAL:** If requested, KLH Engineers, Inc. can provide an MS-EXCEL workbook that contains both the electrical raceway schedule and the electrical cable schedule for this contract. These schedules are being provided for REFERENCE ONLY and only the information contained in the bound specifications and complete drawing set shall be used in preparing the bid.
43. **Specification Section 01800:** CLARIFICATION, Substantial completion for Contract No's. 2010-07 and 2010-08 shall be in accordance with Section 01800 of that respective contract. This definition supersedes all others.
44. **Specification Section 02040:** CLARIFICATION, PADOT will clear the stock pile of millings from the pump station site. This work is not to be included in the site work for the pump station construction.
45. **Specification Section 02080:** Bypass pumping shall conform to a max flow rate of 3 MGD. This is the maximum flow that the existing 18” sanitary sewer can handle before overflow occurs.
46. **Specification Section 08120:** REVISION, Section 08120, Part 1, 1.04, A. OWNER shall select from the following: DELETE, Section 08120, Part 1, 1.04, B. Class I Anodized. 7 mil minimum thickness: Clear; Light, Medium, and Dark Bronze; and Black - AAMA 605.2 High Performance Organic Coatings: Kynar based Paint and Power-AAMS 603.8 Pigmented Organic Coatings: Polycron. **ADD, Section 08120, Part 1, 1.04, A. Class I Anodized .7 mil minimum thickness, Dark Bronze.**

47. **Specification Section 11310**: 11310 PART 3: 3.01, A.; DELETE the following words from the first paragraph lines 2 through 4, “ warranty that shall comprise the following terms: The initial year from start-up of the equipment shall be covered 100% for parts and labor. The following years 2 though 5 shall be covered 50% for”. Paragraph shall read “The pumps and motors will be covered by a five (5) year 100 % warranty on parts and labor. This warranty shall not be limited by hours of running time or operation from variable speed drives.”
48. **Specification Section 11310**: 11310 PART 3: 3.01, A; DELETE the entire second paragraph titled, “OPTIONAL- REQUIRES A SPECIAL WARRANTY PURCHASE.”
49. **Specification Section 16150**: CHANGE; under the raceway segments, where the type is identified as EXPLOSION PROOF, the type shall be **EXPLOSION PROOF COUPLING**. Reference specification section 16110, Part 2, 2.01 (E) for the requirements of this type of raceway.
50. **Drawing No. 220-RPS18**: CHANGE, MH-1, the invert of the 8” VCP pipe that enters the man hole from the north shall read, **8” Inv.= 779.35 (In North)**
51. **Drawing No. 220-RPS3**: CHANGE, MH-1, the invert of the 8” VCP pipe that enters the man hole from the north shall read, **8” Inv.= 779.35 (In North)**

#### **Contract 2010-09&10**

52. **GENERAL**: Drawings under Contract Nos. 2010-9 designate the work required for several existing flanged fittings and spool pipes as “remove and replace or reinstall”. During the demolition process, if the contractor elects to reuse the fittings or spool pipe, they will be inspected by the contractor and the owner’s representative. Should the fittings be deemed unacceptable for reinstallation, the contractor shall provide new fittings and pipe, complete with new hardware, as required and will be entitled to reimbursement for only the material cost of the new fittings and/or pipe.
53. **GENERAL**: If requested, KLH Engineers, Inc. can provide an MS-EXCEL workbook that contains both the electrical raceway schedule and the electrical cable schedule for this contract. These schedules are being provided for REFERENCE ONLY and only the information contained in the bound specifications and complete drawing set shall be used in preparing the bid.
54. **GENERAL**: CLARIFICATION, Demolition drawings identify both mechanical and electrical work required. Scope of work for electrical demo is defined with in the electrical specifications.
55. **Specification Section 01800**: CLARIFICATION, Substantial completion for Contract No’s. 2010-09 and 2010-10 shall be in accordance with Section 01800 of that respective contract. This definition supersedes all others.
56. **Specification Section 02080**: Bypass pumping shall conform to existing pumping rates. The existing pump operate at the following conditions:

- TDH = 63.78
- Static Head = 24.75
- Peak Flow = 5.6 MGD

57. **Specification Section 02820**: CHANGE, Section 02820 Site Fence and Gates Specification shall be replaced with the attached specification.
58. **Specification Section 08120**: REVISION, Section 08120, Part 1, 1.04, A. OWNER shall select from the following: DELETE, Section 08120, Part 1, 1.04, B. Class I Anodized. 7 mil minimum thickness: Clear; Light, Medium, and Dark Bronze; and Black - AAMA 605.2 High Performance Organic Coatings: Kynar based Paint and Power-AAMS 603.8 Pigmented Organic Coatings: Polycron. **ADD, Section 08120, Part 1, 1.04, A. Class I Anodized .7 mil minimum thickness, Dark Bronze.**
59. **Specification Section 16150**: CHANGE; under the raceway segments, where the type is identified as EXPLOSION PROOF, the type shall be **EXPLOSION PROOF COUPLING**. Reference specification section 16110, Part 2, 2.01 (E) for the requirements of this type of raceway.

#### **Contracts 2010-11 & 12**

60. **GENERAL**: Drawings under Contract Nos. 2010-11 designate the work required for several existing flanged fittings and spool pipes as "remove and replace or reinstall". During the demolition process, if the contractor elects to reuse the fittings or spool pipe, they will be inspected by the contractor and the owner's representative. Should the fittings be deemed unacceptable for reinstallation, the contractor shall provide new fittings and pipe, complete with new hardware, as required and will be entitled to reimbursement for only the material cost of the new fittings and/or pipe.
61. **GENERAL**: If requested, KLH Engineers, Inc. can provide an MS-EXCEL workbook that contains both the electrical raceway schedule and the electrical cable schedule for this contract. These schedules are being provided for REFERENCE ONLY and only the information contained in the bound specifications and complete drawing set shall be used in preparing the bid.
62. **GENERAL**: CLARIFICATION, Demolition drawings identify both mechanical and electrical work required. Scope of work for electrical demo is defined with in the electrical specifications.
63. **Drawing No. 220-365**: CHANGE, down spouts shall terminate at ground level with a 90 degree bend and concrete splash pads.
64. **Specification Section 01800**: CLARIFICATION, Substantial completion for Contract No's. 2010-11 and 2010-12 shall be in accordance with Section 01800 of that respective contract. This definition supersedes all others.
65. **Specification Section 02080**: Bypass pumping shall conform to existing pumping rates. The existing pump operate at the following conditions:



- TDH = 63.42
- Static Head = 38.27
- Ave Flow = 2.15 MGD
- Peak Flow = 6.5 MGD

- 66. Specification Section 02820:** CHANGE, Section 02820 Site Fence and Gates Specification shall be replaced with the attached specification.
- 67. Specification Section 08120:** REVISION, Section 08120, Part 1, 1.04, A. OWNER shall select from the following: DELETE, Section 08120, Part 1, 1.04, B. Class I Anodized. 7 mil minimum thickness: Clear; Light, Medium, and Dark Bronze; and Black - AAMA 605.2 High Performance Organic Coatings: Kynar based Paint and Power-AAMS 603.8 Pigmented Organic Coatings: Polycron. **ADD, Section 08120, Part 1, 1.04, A. Class I Anodized .7 mil minimum thickness, Dark Bronze.**
- 68. Specification Section 16150:** CHANGE; under the raceway segments, where the type is identified as EXPLOSION PROOF, the type shall be **EXPLOSION PROOF COUPLING**. Reference specification section 16110, Part 2, 2.01 (E) for the requirements of this type of raceway.

**Contract 2010-13**

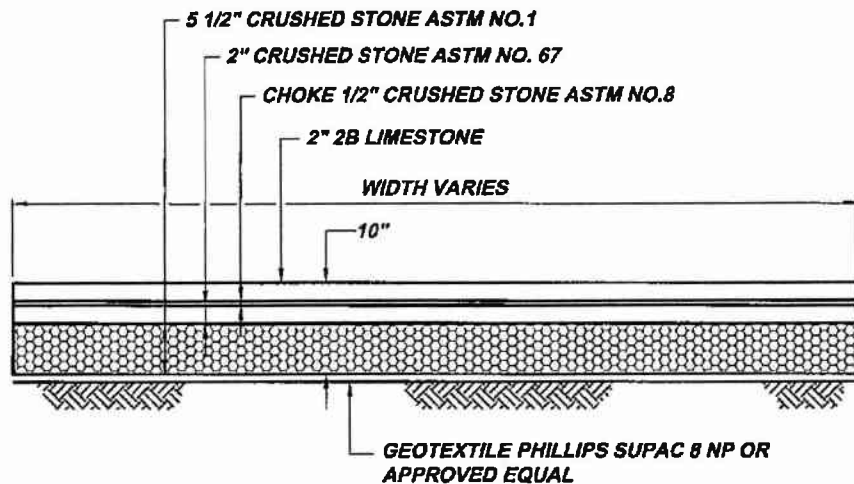
- 69. Specification Section C: Bid Form:** Modifications and/or Additions have been made to the bid pages for Contract 2010-13 with respect to Bid Item B. Steel Casing Pipe. The size of the casing has been changed from 46" to 48". The revised bid pages are attached and are orange in color.
- 70. Specification Section F: Requirements of Liberty Borough:** CLARIFICATION,  
Street Opening Permit Costs:
- Concrete Streets- \$300.00 per opening.
  - Bituminous Streets- \$300.00 per opening.
  - Openings in excess of fifty (50) square feet in area shall constitute a separate street opening.
- Bond Requirements:
- Surety bond, cash or certified check in amount of \$3,000.00.
- 71. Specification Section F: Requirements of Port Vue Borough:** CLARIFICATION,  
Street Opening Permit Costs:
- One-third (1/3) square yards or less - \$500.00
  - More then (1/3) square yards -\$500.00 plus \$10.00 for each additional cubic yard there after.
- Bond Requirements:
- Surety bond in the amount of \$1000.00 for each opening or \$10,000 for an indefinite number of openings.
- Certificate of Insurance:

- Liability insurance for bodily injury \$300,000.00, for each person, \$300,000.00, for each accident and \$100,000.00 for property damages.

72. **GENERAL:** Precast Concrete Vaults shall be accepted in lieu of Cast in Place Concrete under Contracts 2010-13. Precast Concrete shall conform to the attached specification.

73. **Specification Section 01800:** CLARIFICATION, Substantial completion for Contract No's. 2010-13 shall be in accordance with Section 01800 of that respective contract. This definition supersedes all others.

74. **Drawing No. 220-WSS22;** the following detail shall be referenced to re-pave the gravel area shown on the drawing south and east of the asphalt pavement.



**STONE DRIVEWAY DETAIL**

**SCALE: N.T.S.**

75. **Drawing No. 220-WSS12:** Work within the Sunstein property shall be limited to June 15 thru August 15 unless other arrangements are made with property owner. Such arrangements should be in writing and the ENGINEER copied with all correspondence.

76. **SD-2-040:** CLARIFICATION, Tapping Saddle for all air and vacuum release valves shall be a Stainless Steel Tapping Sleeve Style FTSAS with removable bolts. Flange shall be 18-8 type 304 stainless steel with recess, per MSS SP-60, to accept standard tapping sleeves. Flange shall conform to AWWA C207 Class D ANSI 150lb. drilling. Outlet gasket shall be Buna-N (NBR) compounded for water service, per ASTM D2000. Sleeve shall be rated for 150 psi or greater working pressure. Body, lugs, bolts, and nuts shall be 18-8 type 304 stainless steel. Tapping sleeve shall be manufactured by Ford Meter Box Company, Inc. or approved equal.

### **Contract 2010-14**

77. **Specification Section C: Bid Form:** Modifications and/or Additions have been made to the bid pages for Contract 2010-14 with respect to the quantities on page C-3. The revised bid pages are attached and are orange in color.
78. **Specification Section 01800:** CLARIFICATION, Substantial completion for Contract No's. 2010-14 shall be in accordance with Section 01800 of that respective contract. This definition supersedes all others.
79. **SD-2-040:** CLARIFICATION, Tapping Saddle for all air and vacuum release valves shall be a Stainless Steel Tapping Sleeve Style FTSAS with removable bolts. Flange shall be 18-8 type 304 stainless steel with recess, per MSS SP-60, to accept standard tapping sleeves. Flange shall conform to AWWA C207 Class D ANSI 150lb. drilling. Outlet gasket shall be Buna-N (NBR) compounded for water service, per ASTM D2000. Sleeve shall be rated for 150 psi or greater working pressure. Body, lugs, bolts, and nuts shall be 18-8 type 304 stainless steel. Tapping sleeve shall be manufactured by Ford Meter Box Company, Inc. or approved equal.

### **Contract 2010-15**

80. **Specification Section C: Bid Form;** Modifications and/or Additions have been made to the bid pages for Contract 2010-15 with respect to an alternate deduction for 16" and 20" Fusible PVC Pipe. Fusible polyvinylchloride pipe shall be used as manufactured under the trade names Fusible C-900®, Fusible C-905®, and FPVC™, for Underground Solutions, Inc., Poway, CA, (858) 679-9551. Fusion process shall be as patented by Underground Solutions, Inc., Poway, CA, Patent No. 6,982,051. OWNER and ENGINEER are aware of no other supplier or fusible polyvinylchloride pipe that is an equal to this specified pipe supplier and product. The revised bid pages are attached and are orange in color.
81. **Specification Section C: Bid Form;** Modifications and/or Additions have been made to the bid pages for Contract 2010-15 with respect to quantities that have been revised on page C-3. The revised bid pages are attached and are orange in color.
82. **Specification Section 01800:** CLARIFICATION, Substantial completion for Contract No's. 2010-15 shall be in accordance with Section 01800 of that respective contract. This definition supersedes all others.
83. **SD-2-040:** CLARIFICATION, Tapping Saddle for all air and vacuum release valves shall be a Stainless Steel Tapping Sleeve Style FTSAS with removable bolts. Flange shall be 18-8 type 304 stainless steel with recess, per MSS SP-60, to accept standard tapping sleeves. Flange shall conform to AWWA C207 Class D ANSI 150lb. drilling. Outlet gasket shall be Buna-N (NBR) compounded for water service, per ASTM D2000. Sleeve shall be rated for 150 psi or greater working pressure. Body, lugs, bolts, and nuts shall be 18-8 type 304 stainless steel. Tapping sleeve shall be manufactured by Ford Meter Box Company, Inc. or approved equal.

**84. Exhibit A: Soils Report; NOTIFICATION, All plan holders of Contract 2010-15 should have received a soils report included in the Specifications as Exhibit A. If this exhibit was not included in your copy of the Specifications for Contract 2010-15 please contact Accu-Copy at 412-457-0717 and they will send you a copy of Exhibit A.**

All bidders shall acknowledge receipt of this Addendum No. 3 in the space provided on the Bid Form (Page C-1).

**End of Addendum No. 3  
Contract No's. 2010-01 thru 2010-15**

KLH Engineers, Inc.  
5173 Campbells Run Rd.  
Pittsburgh, PA 15205

SECTION 02820

SITE FENCE AND GATES

PART 1: GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall furnish and install, at the locations shown on the Contract Drawings, as specified or as directed, new chain link fencing as required for the proper completion of the work included under this Contract.
- B. In general, this work shall include the furnishing and erecting of new fencing, barbed wire, posts, fittings and concrete footings, including all necessary labor, tools, materials and appurtenances. The installation shall be complete in all respects and ready for use and operation. The CONTRACTOR will be responsible for all incidental details and for any special construction necessary to complete the work in an acceptable manner.
- C. Fence System inclusive of all post, fabric and other components damaged during removal shall be replaced with new materials.
- D. The CONTRACTOR shall provide all labor, materials and appurtenances necessary for installation of the fencing system defined herein.
- E. Like items of materials provided hereinafter shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance and replacement.

1.02 SUBMITTALS

- A. Shop Drawings: Submit layout of fencing and gates with dimensions, details and finishes of components, accessories and post foundations.
- B. Product Data: Submit manufacturers catalog cuts.
- C. Submit manufacturer's samples of PVC coating.
- D. Color samples.

PART 2: PRODUCTS

2.01 GENERAL

- A. All equipment and materials furnished under this Section shall be new, suitable for the conditions of service to which they will be subject and equal to the best of their respective classes. Grade and quality shall meet the applicable cited specifications and standards.
- B. Quality Assurance
  - 1. The CONTRACTOR shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.
- C. Product Handling And Storage
  - 1. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage and to protect against damage, weather, vandalism and theft.

2.02 MANUFACTURER

- A. Products from qualified manufacturers who have five years or more experience in manufacturing chain link fence projects.

2.03 CHAIN LINK FENCE FABRIC

- A. PVC Vinyl coated over galvanized steel core wire per ASTM F668. Wire to have 75,000 psi tensile strength. The selvage of the fence fabric shall be knuckled at the bottom and twisted at the top.
- B. Fence Fabric shall be Class 2a - Extruded and Adhered (Bonded) 11 gauge steel core (8 gauge finished) x 2" mesh.
- C. Color to be selected by owner.

2.04 PVC COATED STEEL FENCE FRAMEWORK

- A. Group 1C steel pipe per ASTM F 1043, having a minimum, yield strength of 50,000 psi. External coating type B zinc with organic overcoat 0.9 oz/ft<sup>2</sup> minimum zinc. Internal coating type B or type D with an 81% nominal

zinc pigmented coating 0.3 mils minimum thickness. All coatings to be applied after welding.

Pipe shall be straight, true to section and conform to the following weights:

<u>Pipe size</u> <u>Outside Diameter</u>	<u>Group 1C</u> <u>Weight lbs./ft.</u>
1 5/8"	1.84
1 7/8"	2.28
2 3/8"	3.12
2 7/8"	4.64
3 1/2"	5.71
4"	6.56
6 5/8"	--
8 5/8"	--

- B. Polymer coating shall match fabric according to ASTM F934 and shall be either PVC 10 mils minimum or polyester 3 mils minimum coating.

2.05 PVC COATED STEEL FENCE FRAMEWORK

- A. Post and rail sizes shall be the following:

Heavy Construction:

<u>Fence</u> <u>Height</u>	<u>Line</u> <u>Post</u>	<u>Terminal</u> <u>Post</u>	<u>Top, Brace, Middle or</u> <u>Bottom Rail</u>
7'	2 3/8"	2 7/8"	1 5/8"

2.06 PVC COATED HARDWARE

- A. Chain link fence fittings per ASTM F626. All ferrous metal fittings to be galvanized. All fittings to be steel. All fittings are coated to match fabric and pipe color per ASTM F934.
- B. The exterior surface of the fittings shall be polymer coated with a minimum 6 mil and a maximum 15 mil thickness. Color coating material and thickness may be at the option of the manufacturer.
- C. Tie wires shall be aluminum, minimum 9 gauge plus PVC coating.
- D. Barbed Wire shall be zinc coated steel, double strand, 13 gauge, twisted line wire with aluminized steel, 4 point barbs, spaced approximately 5" on center. Barbed wire to be coated as per ASTM F 1665.
- E. Bottom tension wire shall be zinc, 9 or 7 gauge steel

core having a tensile strength of 75,000 psi as per ASTM A817. PVC coating per ASTM F 1664.

#### 2.07 PVC COATED STEEL SWING GATES

- A. Chain link swing gates - ASTM F900.
- B. Pipe, fabric and hardware to match adjacent fencing.
- C. Gate to have welded corners. Welds to be finished with cold galvanizing compound and touched up with colored touch up paint to match the color of the pipe and fabric system.
- D. Outside gate framework to be a minimum of 1 7/8" OD. Interior bracing to be 1 7/8" OD.
- E. Gate post dimensions are as follows:  
  
Width of gate frame up to and including 6' wide - 2 7/8" OD  
Over 6' up to and including including 12' wide - 4" OD  
Over 12' up to and including 18' wide - 6 5/8" OD  
Over 18' up to and including 24' wide - 8 5/8" OD  
  
Note: the above dimensions are per leaf. For double swing gates use the proper post per leaf.
- F. Single swing gates receive a fork type latch capable of being pad locked.
- G. Double swing gates shall have a strong arm latch.
- H. Add gate holdbacks as necessary.

#### 2.08 PVC COATED SLIDE GATES

- A. Chain link slide gates - ASTM - 1184. Fabric to match adjacent fencing.
  - 1. Overhead slide gates shall include required beam clearance. The overhead beam, trolleys and guides are be vinyl coated as available.
  - 2. Cantilever slide gates shall have a galvanized steel frame and utilize external rollers.



## 2.09 BARBED WIRE

- A. Fencing shall include 3 strand barbed wire on support arms. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to outermost end of arm. Barbed wire support arms shall be installed as recommended by the manufacturer. Support arms shall be anchored to the posts in a manner to prevent easy removal with hand tools. Attachment shall be with 3/8 inch plain rivets or at the contractor's option with low velocity explosive driven studs. Two anchors per arm will be required. Wire will be pulled taut and attached to the arms with clips or other suitable mean to prevent easy removal.

## 2.10 TOP RAIL

- A. Top rail shall be shall be of the same material and coating identified with the fabric and posts.
- B. Rails shall be of heavy construction and 1-5/8" in diameter.

## 2.11 BRACE RAIL

- A. A Brace rail shall be located at mid height of the fence at terminal posts only - 1 at each end and two at each corner.

## PART 3: INSTALLATION

### 3.01 EXAMINATION

- A. Examine areas and conditions before proceeding with installation. Verify that clearing, earthwork pavement work and any other conditions that may affect the proper placement of the fence are complete by others. Do not begin installation until final grading is completed by others, unless given permission to proceed by the owner, architect or superintendant.
- B. Fence corners are to be located by others. Owners shall also mark private utilities. A PA One Call shall be made for public utilities.
- C. Install chain link fence to comply with ASTM F567 and more stringent requirements if specified.

### 3.02 INSTALLATION

- A. Fence shall be erected by skilled mechanics in accordance with the best practice of the trade and in accordance with the chain link fence manufacturer and ASTM F-567.
- B. All posts to be set in concrete footers.
- C. Fencing shall not be hung until concrete has cured for 7 days. Consideration will be given to shorter cure times for use of high-early or reinforced concrete types.
- D. Space line posts an equal distance of 10 feet maximum center to center of posts.
- E. Set terminal posts at the beginning and end of each continuous length of fence and where abrupt changes in grade or direction of fence occur (30° or more).
- F. Post excavation: Drill or hand excavate holes for posts to diameters and spacing indicated, in firm, undisturbed or compacted soil. Diameter and depth of footings are as follows:
  - 1. The diameter shall be 4 times the largest cross section or diameter of the fence post. The depth shall be 24" for 4" high and an additional 3" in depth for each additional foot in fence height up to a maximum of 4' deep for 15' high fence. Should solid concrete be encountered the depth of the hole shall be 3 times the post diameter with the hole diameter 1" larger than the largest cross section of the post.
- G. Post setting: Set posts in concrete footers. Footer shall extend 6" deeper than the bottom of the post. Protect portion of post above ground from concrete splatter. Verify that posts are plumb, aligned and at correct height and spacing. Crown the concrete to shed water with a 2" crown. An alternative method is to leave the footing 2" low and cover with sod, blacktop or other materials.
- H. Concrete shall be 1:2:4 mix with a minimum 28 day compressive strength of 3000 psi.
- I. To install posts in a solid concrete pad or wall core drill or place a sleeve. The diameter of the hole should be 1" larger than the largest cross section of the post. The depth of the hole should be 3 times the post diameter with a 6" minimum depth. Grout shall be non shrink,

nonmetallic, premixed, factory packaged, non staining, non corrosive, nongaseous complying with ASTM C1107. Provided grout recommended by manufacturer for exterior applications.

### 3.03 FRAMEWORK

- A. Securely attach all rails and tension wire to terminal and line posts.

### 3.04 FABRIC

- A. Install fabric on security side and attach so that fabric remains in tension after pulling force is released. Leave approximately 2" between finish grade and bottom selvage. Attach fabric with wire ties to line posts at 15" on center and to rails, braces and tension wire at 24" on center. Thread tension bar through fabric and attach to terminal posts with bands spaced maximum of 15" on center.

### 3.05 ACCESSORIES

- A. Barbed Wire - Uniformly space parallel rows of barbed wire on security side of fence. Pull wire taut and attach to each extension arm.

### 3.06 GATES

- A. Install gates including any required hardware and holdbacks.

### 3.07 TOUCH UP

- A. Use touch up paint provided by the manufacturer as needed.

### 3.08 CLEANING

- A. Clean up debris and remove from the site.

### 3.09 TOLERANCES

- A. Posts shall be straight and plumb with a 1/4 inch vertical tolerance after the fabric has been stretched.
- B. Fencing and gates shall be true to line with no more than a 3 inch deviation from established centerline between line posts.

- C. Vertical clearance between strands of barbed wire shall be less than 6 inches.
- D. Slide gates shall be no more than 4 inches from the ground surface.
- E. Swing gates shall be no more than 2 inches from the ground surface.

**End of Section**

SECTION 03400

PRECAST CONCRETE VAULT

PART 1: GENERAL

- A. The CONTRACTOR shall have the option to furnish and install a precast concrete vault where a cast in place vault is indicated on the drawings for the West Shore Pump Station Construction Contract 2010-03 and the West Shore Sanitary Sewer Construction Contract 2010-13. All pipe penetrations, mechanical and electrical, shall be constructed with steel wall sleeves incorporating water stops. All piping shall be restrained to vault walls via cast-in anchors. All hatchways, ladder bars, grab bars, etc. shall be accounted for during casting. The vault shall be designed to for H-20 wheel loading. Concrete finish shall meet or exceed Section 03345 of the specification. The vaults shall be cast in no more than two (2) separate sections. Assembly seam shall not bisect any pipe penetrations. Assembly seam shall be sealed utilizing two (2) complete rings of 1" flexible butyl rubber and grouted. Exterior of vault shall be waterproofed with two (2) coats of bitumastic material or coal tar solution, each coat having a dry film thickness of 8 mils.

PART 2: PRODUCTS

- A. Not Used.

PART 3: EXECUTION

- A. Not Used.

**End of Section**

Section C

**BID FORM - CONTRACT NO. 2010-13**

**Project Identification:** West Shore Sanitary Sewer  
Construction

**Contract Identification  
and Number:** West Shore Sanitary Sewer  
Construction  
Contract No. 2010-13

**This Bid is Submitted to:** Municipal Authority of the City of  
McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

**C1** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

**C2** BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

**C3** In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

**Date of Issuance**

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

**Addenda Number**

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

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the

conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 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 any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

**C4** BIDDER will complete the Work under Contract No. 2010-13, in accordance with the terms and conditions of the bidding and contract documents, for the following unit and lump sum prices:

**Contract No. 2010-13**

	BID ITEM	QUANTITY/UNIT	UNIT PRICE	TOTAL PRICE
<b>B.</b>	<b>Steel Casing Pipe</b>			
	48" Diameter	557 LF	/LF	
<b>E.</b>	<b>Pressure Sewer (Force Main)</b>			
	30" PVC Pipe	6,575 LF	/LF	
	36" PVC Pipe	4,906 LF	/LF	
	20" D.I. Pipe	76 LF	/LF	
<b>F.</b>	<b>Air &amp; Vacuum Valve with Vault</b>	7 EA	/EA	
<b>L.</b>	<b>Select Backfill</b>	20,000 CY	/CY	
<b>M.</b>	<b>Straw Bale Barrier. Filter Fence</b>	7,100 LF	/LF	
<b>R.</b>	<b>Concrete Pipe Anchors</b>	3 EA	/EA	
<b>S.</b>	<b>Asphalt Driveway</b>	113 LF	/LF	
<b>T.</b>	<b>Concrete Driveway/Sidewalk</b>	28 SY	/SY	
<b>U.</b>	<b>Stone Driveway</b>	1,645 LF	/LF	
<b>V.</b>	<b>City of McKeesport Road Restoration</b>	22 LF	/LF	
<b>X.</b>	<b>State Highway Berm Restoration</b>	80 LF	LF	
<b>Y.</b>	<b>Exploratory Excavation Investigation</b>	17 EA	/EA	
<b>AA.</b>	<b>Force Main Testing</b>	12,114 LF	/LF	
<b>JJ.</b>	<b>State Highway Paving</b>	15,100 SY	/SY	
<b>RR</b>	<b>Ductile Iron Fittings</b>			
	20" 45° Bend	1 EA	/EA	
	20" Plug	1 EA	/EA	
	30" Plug	2 EA	/EA	
	36" Plug	2 EA	/EA	
	30" 11 1/4° Bend	5 EA	/EA	
	30" 22 1/2° Bend	4 EA	/EA	
	30" 45° Bend	14 EA	/EA	
	30"x30"x30" Tee	1 EA	/EA	
	30"x30"x20" Tee	1 EA	/EA	
	36" 11 1/4° Bend	5 EA	/EA	
	36" 22 1/2° Bend	7 EA	/EA	
	36" 45° Bend	8 EA	/EA	
	36" 90° Bend	2 EA	/EA	
<b>XX.</b>	<b>Mismarked or Unmarked Utility Resolution</b>			
	Natural Gas - 1/2" - 8"	15/EA	/EA	
	Electric - Any Size or Voltage	5/EA	/EA	
	Telephone - Any Size	5/EA	/EA	
	Waterline - Any Size	15 EA	/EA	
<b>SS.</b>	<b>Meter Vault Construction</b>	Lump Sum	Lump Sum	
<b>ZZ.</b>	<b>Mobilization/Demobilization</b>	Lump Sum	Lump Sum	

**TOTAL PRICE BID FOR  
CONSTRUCTION OF  
CONTRACT NO. 2010-13  
WEST SHORE SEWER CONSTRUCTION**

\_\_\_\_\_  
**(IN FIGURES)**

\_\_\_\_\_  
**(IN WORDS)**

C5 BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.



**C6** BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

**C7** BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

**C8** BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

**C9** The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

**C10** Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

**C11** The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

**Submitted on** \_\_\_\_\_ 20\_\_.

(Execute the Bid Form on the following page)



Those BIDDERS desiring to submit proposals for performing the Work under more than one of certain sewer construction contracts, and at the same time will offer the OWNER (as an incentive to receive the award of the stipulated combinations of contracts set forth below) a reduction in the aggregate sums of the amounts bid on the respective contract Bid Forms, are directed to complete the following:

Therefore those BIDDERS holding Plans for Contract No. 2010-13 West Shore Sanitary Sewer Construction, Contract No. 2010-14 East Shore Sanitary Sewer Construction and Contract No. 2010-15 Youghioghney River Forcemain Crossing are invited to submit a Combination Bid.

<u>Column A</u>  Combination of Contracts	<u>Column B</u>  Contract Price Percentage Reduction if Awarded the Combination Indicated in Column A (%)	<u>Column C</u>  Reduction in the Amounts of the Lump Sums Bid if Awarded the Combination Indicated in Column A (in Figures)
West Shore Sanitary Sewer Construction Contract No. 2010-13	_____	_____
East Shore Sanitary Sewer Construction Contract No. 2010-14	_____	_____
Youghioghney River Force main Crossing Contract No. 2010-15	_____	_____

**BIDDERS are advised that the OWNER will not consider acceptance of the above Combination Bids, unless the amounts therein stated reflect an adjustment that represents a total cost of construction less than the arithmetic sum(s) of the respective amounts of the acceptable low bids on each contract. The Deductive amounts shall be uniformly distributed among all listed bid items for those contract combinations indicated.**

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**Completion of this form will not relieve BIDDER from the responsibility of complying with all provisions set forth in all Sections of the Contract Documents.**

**Submitted on \_\_\_\_\_ 20 \_\_\_\_**

**By** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Insert name, address, seal, signature, etc., identical to those utilized for completing the Bids).**

Section C

**BID FORM - CONTRACT NO. 2010-14**

**Project Identification:** East Shore Sanitary Sewer Construction

**Contract Identification and Number:** Sanitary Sewer Construction Contract No. 2010-14

**This Bid is Submitted to:** Municipal Authority of the City of McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

**C1** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

**C2** BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

**C3** In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

Date of Issuance	Addenda Number
_____	_____
_____	_____
_____	_____

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the

work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 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 any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

**C4** BIDDER will complete the Work under Contract No. 2010-14, in accordance with the terms and conditions of the bidding and contract documents, for the following unit and lump sum Prices:

**Contract No. 2010-14**

	<b>BID ITEM</b>	<b>QUANTITY/ UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>A.</b>	<b>30" Ductile Iron Gravity Sewer Pipe</b>			
	12' to 16' deep	581 LF	/LF	
	16'+ deep	28 LF	/LF	
<b>B.</b>	<b>Steel Casing Pipe</b>			
	30" Diameter	440 LF	/LF	
	36" Diameter	285 LF	/LF	
<b>C.</b>	<b>Wye Service Connection</b>			
	30" x 6"	3 EA	/EA	
<b>D.</b>	<b>6 Inch Service Sewer/ Reinstatement</b>	75 LF	/LF	
<b>E.</b>	<b>Pressure Sewer (Force Main)</b>			
	16" PVC Pipe	6,250 LF	/LF	
	20" PVC Pipe	175 LF	/LF	
<b>F.</b>	<b>Air &amp; Vacuum Valve with Vault</b>			
	16" Force Main	6 EA	/EA	
	20" Force Main	1 EA	/EA	
<b>G.</b>	<b>Gravity Sewer Manhole (5 ft Diameter)</b>	26 VF	/VF	
<b>H.</b>	<b>Air &amp; Vacuum Valve at Existing Vault</b>	2 EA	/EA	
<b>L.</b>	<b>Select Backfill</b>	2,600 CY	/CY	
<b>M.</b>	<b>Straw Bale Barrier. Filter Fence</b>	8,350 LF	/LF	
<b>N.</b>	<b>Trench Plugs</b>	8 EA	/EA	
<b>P.</b>	<b>Concrete Encasement</b>	215 LF	/LF	
<b>R.</b>	<b>Concrete Pipe Anchors</b>	5 EA	/EA	
<b>S.</b>	<b>Asphalt Driveway</b>	710 LF	/LF	
<b>T.</b>	<b>Concrete Driveway/Walk</b>	45 SY	/SY	
<b>U.</b>	<b>Stone Driveway</b>	990 LF	/LF	
<b>V.</b>	<b>City of McKeesport Road Restoration</b>	22 LF	/LF	
<b>X.</b>	<b>State Highway Berm Restoration</b>	20 LF	/LF	
<b>Y.</b>	<b>Exploratory Excavation Investigation</b>	5 EA	/EA	
<b>AA.</b>	<b>Force Main Testing</b>	7,150 LF	/LF	
<b>FF.</b>	<b>Manhole with PVC Liner (MH 157A)</b>	16 VF	/VF	
<b>JJ.</b>	<b>State Highway Paving</b>	112 SY	/SY	
<b>RR</b>	<b>Pressure Sewer Ductile Iron Fittings</b>			
	16" Ductile Iron Pipe	490 LF	/LF	
	16" 11 1/4° Bend	14 EA	/EA	
	16" 22 1/2° Bend	21 EA	/EA	
	16" 45° Bend	26 EA	/EA	
	16" 90° Bend	3 EA	/EA	
	16" Plug	1 EA	/EA	
	18" Ductile Iron Pipe	10 LF	/LF	
	20" Ductile Iron Pipe	305 LF	/LF	
	20" Plug	2 EA	/EA	
	20" 11 1/4° Bend	3 EA	/EA	
	20" 22 1/2° Bend	1 EA	/EA	
	20" 45° Bend	3 EA	/EA	
	20" 90° Bend	1 EA	/EA	
<b>XX</b>	<b>MisMarked or Unmarked Utility Resolution</b>			
	Natural Gas - 1/2" - 8"	15/EA	/EA	
	Electric - Any Size or Voltage	5/EA	/EA	
	Telephone - Any Size	5/EA	/EA	
	Waterline - Any Size	15 EA	/EA	
<b>SS</b>	<b>Meter Vault Construction</b>	Lump Sum	Lump Sum	
<b>ZZ.</b>	<b>Mobilization/Demobilization</b>	Lump Sum	Lump Sum	

**TOTAL PRICE BID FOR  
CONSTRUCTION OF  
CONTRACT NO. 2010-14  
EAST SHORE SS CONSTRUCTION**

\_\_\_\_\_  
(IN FIGURES)

\$ \_\_\_\_\_  
(IN WORDS)

**C5** BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

**C6** BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

**C7** BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

**C8** BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

**C9** The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

**C10** Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

**C11** The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

**Submitted on** \_\_\_\_\_ 20\_\_.

(Execute the Bid Form on the following page)





Section C

**BID FORM - CONTRACT NO. 2010-15**

**Project Identification:** Youghiogheny River Force Main Crossing

**Contract Identification and Number:** Sanitary Sewer Construction Contract No. 2010-15

**This Bid is Submitted to:** Municipal Authority of the City of McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

**C1** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

**C2** BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

**C3** In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

Date of Issuance	Addenda Number
_____	_____
_____	_____
_____	_____

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the

work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 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 any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

**C4** BIDDER will complete the Work under Contract No. 2010-15, in accordance with the terms and conditions of the bidding and contract documents, for the following unit and lump sum Prices:

**Contract No. 2010-15**

	BID ITEM	QUANTITY/ UNIT	UNIT PRICE	TOTAL PRICE
A.	Horizontal Directional Drill HDPE Pipe Installation	Lump Sum	Lump Sum	
B.	Steel Casing Pipe			
	36" Diameter	402 LF	/LF	
E.	Pressure Sewer (Force Main)			
	20" PVC Pipe	701 LF	/LF	
F.	Air & Vacuum Valve with Vault	1 EA	/EA	
M.	Straw Bale Barrier. Filter Fence	2,300 LF	/LF	
U.	Stone Driveway	4,400 SY	/SY	
AA.	Force Main Testing	1,472 LF	/LF	
RR	Pressure Sewer Ductile Iron Fittings			
	20" Ductile Iron Pipe	473 LF	/LF	
	20" 11 1/4° Bend	2 EA	/EA	
	20" 45° Bend	2 EA	/EA	
	20" 90° Bend	6 EA	/EA	
XX	Mismarked or Unmarked Utility Resolution			
	Natural Gas - 1/2" - 8"	1 EA	/EA	
	Electric - Any Size or Voltage	1 EA	/EA	
	Telephone - Any Size	1 EA	/EA	
	Waterline - Any Size	1 EA	/EA	
ZZ.	Mobilization/Demobilization	Lump Sum	Lump Sum	

C5 BIDDER agrees that the lump sum price above is predicated on furnishing HDPE Pipe as identified on the contract drawings and specified in Section 02246. BIDDER hereby offers the following alternate lump sum deducts for **Fusible PVC** in lieu of providing HDPE Pipe for the Horizontal Directional Drill Installation. BIDDER agrees that by supplying this alternate he is responsible for any and all engineering and associated costs required for Fusible PVC.

Associated Deduction from \$ \_\_\_\_\_  
 Base Price for 20" O.D.  
 Fusible PVC  
 \_\_\_\_\_  
 (Words)

Associated Deduction from \$ \_\_\_\_\_  
 Base Price for 16" O.D.  
 Fusible PVC  
 \_\_\_\_\_  
 (Words)

**C6** BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

**C7** BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

**C8** BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

**C9** BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

**C10** The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

**C11** Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

**C12** The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

**Submitted on** \_\_\_\_\_ 20\_\_.

(Execute the Bid Form on the following page)



**Addendum No. 4**

**Municipal Authority of the City of McKeesport**

**Contract No's. 2010-01 thru 2010-15**

**March 1, 2011**

All prospective Bidders interested in the above construction work are herein advised of the following clarification, additions, deletions, and/or modifications of the plans, specifications and Bidding Documents.

**Contracts 2010-01 & 02**

1. **Specification Section 2500:** CHANGE; Section 2500 Part 2 2.01 M. 2. Change the base coarse depth from 4" to 8".
2. **Specification Section 02600:** CHANGE; 02600 Part 1, 1.07, A.2, in the chart on page 9 the following changes in bold should be made in the 14" and 16" columns:

Pile Diameter	<u>12"</u>	<u>14"</u>	<u>16"</u>
No. Piles	65	5	<b>898</b>
Total Vertical Feet	3,900	<b>249.4</b>	<b>53,490</b>

3. **Specification Section 15060:** Grooved joints such as Victaulic or equal are considered acceptable for use only on Process Air ductile iron pipe in lieu of flanged joints.
4. **Specification Section 15100:** CLARIFICATION; Check valves shown on the drawings shall be in accordance with Section 15100, Part 2, 2.01, D., unless other wise noted. Check valves shall be outside lever and weight type, and comply with ANSI/AWWA C508 as manufactured by M&H Valve Company, or equal.
5. **Specification Section 16910:** CHANGE; 16910, 2.16 (G); shall be changed to the following: "**Pressure transmitters shall be Smar LD291M or equal.**"
6. **Drawings 220-PS1 thru 220-PS19:** ADDITION; Remove all existing hydronic heating components throughout the entire pump station building. This shall include but not be limited to hydronic heaters, piping, valves, boiler, flue, gas piping, etc. Seal all wall and floor penetrations with non-shrink grout.
7. **Drawing No. 220-PS10:** ADDITION; the chimney shown on the drawings shall be taken out of service and not extended through the new roof. It shall be sealed at the top and at all penetrations with non-shrink grout.
8. **Drawing No. 220-PS19:** CHANGE; Detail PS19-C shows a new 2" gas service. Once the existing gas service is removed it shall not be reinstalled. All gas piping shall be removed including piping supplying the boiler and hot water tank.

9. **Drawing No. 220-PS19**: CHANGE; Detail PS19-A shows an existing gas hot water tank. The existing gas hot water tank is to be removed and replaced with an electric hot water tank. The electric tank shall be a point of use water heater, Rheem Model No. EGSP10 208V, or approved equal having a 10 gallon tank capacity, rated 3000 watts, 208 volts, 1-Phase. Unit shall have steel tank with anode rods, porcelain enamel finish, polyurethane foam insulation, surface mounted thermostat temperature limiting control and factory installed AGA/ASME rated T&P Valves. Tank shall be wall mounted similar to mounting shown in details HW24-C and HW 24-D on drawing 220-HW24.
10. **GENERAL**: The electrical contractor shall furnish and install a branch circuit for the pump station electric hot water heater. The circuit shall consist of the following: 3-1/C #10AWG XHHW-2 in 3/4" RGS with LFMC at the hot water tank, one 20A 2 Pole Branch Circuit Breaker (Locate in the lighting panel) and one 30A non-fused 240 VAC, 2 Pole NEMA Type 4 disconnect switch (Locate near the hot water tank). The conduit run shall be approximately 100 feet long.
11. **Drawing No. 220-SBR2**: CLARIFICATION; Section SBR2-C, the baffle wall rebar shall be #6's @ 12" for both vertical and horizontal bars.
12. **Drawing No. 220-AE12**: CHANGE; Note shown for door A21 states "Install New Aluminum Double Door, Frame, and Hardware with Side Lights, See Detail AE13-L", Detail AE13-L does not exist and should be changed to **Detail AE13-K**.
13. **Drawing No. 220-AE23**: CHANGE; Note shown for chase in Section AE23-A states "Refer to Section AE18-B for Chase/Access", Detail AE18-B does not exist and should be changed to **Drawing 220-AE18**.
14. **Revised Drawing No. 220-AE25 A1**: is provided with this addendum. Revisions include:
- Addition of two 16" pile to the access ramp foundation.
  - Change in the spacing of the piles for the access ramp foundation.
15. **Revised Drawing No. 220-AE19 A1**: is provided with this addendum. Revisions include:
- Modification of the foundation plan showing the extension to the access ramp.
16. **Revised Drawing No. 220-AE24 A1**: is provided with this addendum. Revisions include:
- Change to ramp elevation note on Section AE24-A.
17. **Revised Drawing No. 220-LA12 A1**: is provided with this addendum. Revisions include:
- Addition of eight 16" pile of the access ramp foundation.



- Rerouting of the 2" effluent water line and 1-1/4" potable water line.

18. **New Drawing No. 220-LA18 A1**: is provided with this addendum. This drawing shows the exterior ramp foundation sections at the Laboratory Addition.

**Contracts 2010-03 & 04**

19. **Specification Section 15100**: CLARIFICATION; Check valves shown on the drawings shall be in accordance with Section 15100, Part 2, 2.01, D., unless other wise noted. Check valves shall be outside lever and weight type, and comply with ANSI/AWWA C508 as manufactured by M&H Valve Company, or equal.

20. **Specification Section 2500**: CHANGE; Section 2500 Part 2 2.01 M. 2. Change the base coarse depth from 4" to 8".

**Contracts 2010-05 & 06**

21. **Specification Section 15100**: CLARIFICATION; Check valves shown on the drawings shall be in accordance with Section 15100, Part 2, 2.01, D., unless other wise noted. Check valves shall be outside lever and weight type, and comply with ANSI/AWWA C508 as manufactured by M&H Valve Company, or equal.

22. **General**: Clarification; It shall be the responsibility of the Electrical Contractor to relocate electrical utilities which bisect the construction site. The Electrical Contractor shall coordinate with Duquesne Light before relocating the utilities.

23. **Specification Section 2500**: CHANGE; Section 2500 Part 2 2.01 M. 2. Change the base coarse depth from 4" to 8".

24. **Specification Section 15500**: CHANGE; In Schedule 15550-B make the following changes to fan location labeled Outdoor Screen Building:

Minimum CFM per Unit	SP	Greenheck Model	BHP	Motor Information				
				Size (hp)	RPM	Voltage	Phase	Motor Enclosure
2458	.75	RCS3-20-514-A7	.62	¾	1,750	460	3	TEFC

**Contracts 2010-07 & 08**

25. **General**: Clarification; It shall be the responsibility of the Electrical Contractor to relocate the existing service connection to the Penn DOT Maintenance Facility which bisects the construction site. The Electrical Contractor shall coordinate with James Keys, PADOT Maintenance Department (412) 429-5045, as well as Duquesne Light before relocating the service.

26. **Specification Section F6 Pennsylvania Department of Transportation Highway Occupancy: DELETE**; the following text from paragraph F6: “Permits will be obtained by the CONTRACTOR. The CONTRACTOR shall conduct all work in accordance with the Rules and Regulations of the Pennsylvania Department of Transportation and in accordance with the laws, rules and/or regulations of all other authorities having jurisdiction over the required construction work. Permit costs incurred on the project which are required by the regulatory agencies will be paid by the CONTRACTOR. All other costs for and in connecting with the work shall be paid by the CONTRACTOR.”
27. **Specification Section F6 Pennsylvania Department of Transportation Highway Occupancy: ADD**; the following text to paragraph F6: “Although the OWNER has obtained a Highway Occupancy Permit and Traffic Control Plan approval, the CONTRACTOR shall be required to conduct all work in accordance with the Rules and Regulations of The Pennsylvania Department of Transportation and in accordance with the laws, rules and/ or regulations of all other authorities having jurisdiction over the required construction work. The CONTRACTOR shall be required to provide PennDOT with a Maintenance Bond and Certificate of Insurance in accordance with the forms attached. The value of the maintenance bond has not yet been determined by PennDOT however we expect the value to be approximately **\$300,000.00**. The CONTRACTOR should base his Maintenance Bond on this amount. In addition the CONTRACTOR shall also provide Penn DOT with photo/video documentation of the pre-construction condition of the pavement and shoulders and should display curbs, guiderail, and other highway appurtenances such as bridge approaches and signs. Photo/video documentation shall also include the approved Traffic Control Plan Detour Route. Documentation shall not be made more than 15 days prior to the commencement of construction activities nor shall construction commence before documentation is received by Penn DOT.”
28. **Specification Section 2500: CHANGE**; Section 2500 Part 2 2.01 M. 2. Change the base coarse depth from 4” to 8”.
29. **Specification Section 15100: CLARIFICATION**; Check valves shown on the drawings shall be in accordance with Section 15100, Part 2, 2.01, D., unless other wise noted. Check valves shall be outside lever and weight type, and comply with ANSI/AWWA C508 as manufactured by M&H Valve Company, or equal.

#### **Contract 2010-09&10**

30. **Specification Section 15100: CLARIFICATION**; Check valves shown on the drawings shall be in accordance with Section 15100, Part 2, 2.01, D., unless other wise noted. Check valves shall be outside lever and weight type, and comply with ANSI/AWWA C508 as manufactured by M&H Valve Company, or equal.

#### **Contracts 2010-11 & 12**

31. **Specification Section 15100: CLARIFICATION**; Check valves shown on the drawings shall be in accordance with Section 15100, Part 2, 2.01, D., unless other wise noted. Check valves shall be outside lever and weight type, and comply with ANSI/AWWA C508 as manufactured by M&H Valve Company, or equal.

32. **Drawing No. 220-356:** Elevations 356-A & 356-C show the removal of existing brick to accommodate new intake louvers and dampers. These locations are incorrect; refer to Elevation Drawing No. 220-365 for the correct location of the louvers.

**Contract 2010-13**

33. **Specification Section 2500:** CHANGE; Section 2500 Part 2 2.01 M. 2. Change the base coarse depth from 4" to 8".
34. **Specification Section 15100:** CLARIFICATION; Check valves shown on the drawings shall be in accordance with Section 15100, Part 2, 2.01, D., unless other wise noted. Check valves shall be outside lever and weight type, and comply with ANSI/AWWA C508 as manufactured by M&H Valve Company, or equal.
35. **Revised Drawing No. 220-WSS13:** is provided with this addendum. Revisions include:
- A 48" steel casing pipe has been added to crossing under the bridges as shown.
  - Alignment changed slightly in order to fit the casing pipe in around the exiting structures.
36. **Specification Section C: Bid Form;** Modifications and/or Additions have been made to the bid pages for Contract 2010-15 with respect to quantities that have been revised on page C-3. Quantities for Ductile Iron Pipe have been added for the 30" DI pipe at the valve vault. A revision was made to Drawing No220-WSS13 adding 48" steel casing pipe with ductile iron carrier pipe. This change added additional lineal feet to Item B. 48" Steel Casing Pipe and subtracted lineal feet from Item E. 36" PVC Pipe. The revised bid pages are attached and are red in color.

**Contract 2010-14**

37. **Specification Section F6 Pennsylvania Department of Transportation Highway Occupancy:** DELETE; the requirements for a maintenance bond under Contract 2010-14. The CONTRACTOR will still be required to comply with the remainder of this section.
38. **Specification Section C: Bid Form;** Modifications and/or Additions have been made to the bid pages for Contract 2010-14 with respect to the quantities on page C-3. Quantities for Ductile Iron Pipe have been removed from the bid tab. Per Section H: Measurement & Payment, pricing for ductile iron pipe shall be included with the steel casing pipe unit price. Item "SS" was also removed since there is no meter vault constructed under this contract. The revised bid pages are attached and are red in color.
39. **Specification Section 2500:** CHANGE; Section 2500 Part 2 2.01 M. 2. Change the base coarse depth from 4" to 8".

**Contract 2010-15**

- 40. Specification Section C: Bid Form**; Modifications and/or Additions have been made to the bid pages for Contract 2010-15 with respect to quantities that have been revised on page C-3. Quantities for Ductile Iron Pipe have been removed from the bid tab. Per Section H: Measurement & Payment, pricing for ductile iron pipe shall be included with the steel casing pipe unit price. The revised bid pages are attached and are red in color.
- 41. Specification Section 2500**: CHANGE; Section 2500 Part 2 2.01 M. 2. Change the base coarse depth from 4" to 8".

All bidders shall acknowledge receipt of this Addendum No. 4 in the space provided on the Bid Form (Page C-1).

**End of Addendum No. 4  
Contract No's. 2010-01 thru 2010-15**

KLH Engineers, Inc.  
5173 Campbells Run Rd.  
Pittsburgh, PA 15205



CERTIFICATE OF INSURANCE

(Single Permit Only)

Utility Facility Occupancy

67 Pa. Code, Chapter 459 "Occupancy of State Highways by Utilities"

Insured\* : \_\_\_\_\_

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

\_\_\_\_\_

Insurer: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

\_\_\_\_\_

Additional Insured: Commonwealth of Pennsylvania, Department of Transportation

*This is to certify that:*

(a) The occurrence-based Commercial General Liability (CGL) policy(-ies) of insurance listed below have been issued to the Insured named above and are in force at this time.

(b) The following coverage is provided by the policy(-ies) of insurance listed below. Initial in the space provided as certification of the insurance coverage provided (**all blocks must be initialed**):

\_\_\_\_\_ (producer's initials) The Commonwealth of Pennsylvania, Department of Transportation is an additional insured for at least \$250,000 per person and \$1,000,000 per occurrence.

\_\_\_\_\_ (producer's initials) Contractual liability

\_\_\_\_\_ (producer's initials) Care, custody, and control

\_\_\_\_\_ (producer's initials) XCU - explosion (X), collapse (C), and underground (U) hazards

\* Insured may attach Exhibit A to include subsidiary entities.

(c) The CGL policy(-ies) of insurance (occurrence-based or claims made with a two (2) year extended reporting period) listed below shall not be cancelled unless sixty (60) days (ten (10) days in the case of non-payment of premium) advance written notice of such intention to cancel delivered to the Department at the Bureau of Highway Safety and Traffic Engineering, 400 North Street, Harrisburg, PA 17120, Attention Central Office Permit Manager.

(d) The CGL policy(-ies) of insurance listed below are without deductibles or the Insured has provided the Department with a pre-approved plan of self-insurance for the amount of the deductible.

Policy Number(s): \_\_\_\_\_  
\_\_\_\_\_

Policy Expiration Date(s): \_\_\_\_\_  
\_\_\_\_\_

We certify that the foregoing is true and correct and this Certificate of Insurance is made subject to the penalties provided in 18 Pa.C.S. § 4904 for purpose of obtaining a highway occupancy permit pursuant to 67 Pa. Code, Chapter 459.

\_\_\_\_\_  
Permittee/Permittee's Contractor

- President
- Vice-President
- Sole Proprietor
- Managing Partner
- Other

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

\_\_\_\_\_  
Insurance Producer

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

AGREEMENT NO. \_\_\_\_\_  
 Individual -- (Assigned by District Office)  
Application No. \_\_\_\_\_  
 Blanket -- \$500,000 Minimum (Assigned by Central Office)

**HIGHWAY RESTORATION AND MAINTENANCE BOND**

FEDERAL I.D. NO. \_\_\_\_\_  
BOND NO. \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

\_\_\_\_\_  
(Name of Principal - Permittee)

of \_\_\_\_\_  
(Mailing Address of Principal - Permittee)

as PRINCIPAL\*, and \_\_\_\_\_  
(Name of Surety)

of \_\_\_\_\_  
(Mailing Address of Surety)

as SURETY, are held and firmly bound unto the Commonwealth of Pennsylvania, Department of Transportation, as OBLIGEE, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, to be paid to the said Commonwealth of Pennsylvania, or its assigns, to which payment will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has applied, is about to apply or may in future from time to time apply to the OBLIGEE for one or more Highway Occupancy Permits (referred to herein as the "Permits") which require a bond to secure proper restoration of the highway pursuant to 67 Pa. Code Chapter 459.5(b), because a substantial amount of work may be performed for or by the PRINCIPAL under such Permits.

NOW, THEREFORE, The condition of this obligation is such that, if the above bounden PRINCIPAL shall in all respects comply with and faithfully perform the terms and conditions of each Permit and all applicable provisions of 67 PA. Code Chapter 459, and shall save and hold harmless the OBLIGEE from any damages or losses from any cause growing out of work to be performed under such Permits of the State Highway(s) then this obligation shall be void and of no effect; but otherwise is to be and remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of any Permit(s) or in the payment of costs due under it, or the giving by the OBLIGEE of any extension of time for the performance of work or any other forbearance on the part of either the OBLIGEE or the PRINCIPAL to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES or either or any of them, their heirs, executors, administrators, successors and assigns, from their liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

PROVIDED, that with respect to each Highway Occupancy Permit, and any supplements thereto, issued by the OBLIGEE to the PRINCIPAL, the duration of the obligation under this Bond shall be for the period during which work is performed and for two years after the Department's acknowledgment of completion of all work authorized by such Highway Occupancy Permit(s), and any supplements thereto.

PROVIDED, the SURETY may terminate its future liability under this Bond ninety (90) days after furnishing written notice of such intention to terminate, delivered in person or by registered or certified mail, to the Department at its appropriate District Permit Office and the Central Permit Office, located at 400 North Street, Harrisburg, Pennsylvania 17120-0041. This termination shall not affect the liability of the SURETY and the PRINCIPAL for any liability incurred by the PRINCIPAL under the Agreement prior to the effective date of such termination, but the liability of the PRINCIPAL and the SURETY for any liability incurred by the PRINCIPAL under the Agreement prior to the date of such termination, but the liability of the PRINCIPAL and the SURETY for any liability incurred by the PRINCIPAL under the Agreement prior to the effective date of termination shall continue beyond the date of termination until such time the PRINCIPAL(S) liability is totally discharged and satisfied.

\*If Permittee's contractor is also listed as PRINCIPAL, collectively identified as PRINCIPAL for the purposes of this Bond only.

PROVIDED, that in case of default of the PRINCIPAL, in any respect, action on this Bond may be begun forthwith, and the PRINCIPAL and SURETY, jointly and severally, do hereby authorize and empower any attorney of any court of record in Pennsylvania or elsewhere, to appear for and to enter judgment against them, jointly and severally, for the cost of proper restoration of the State Highway(s) affected by the permitted work, not to exceed the aforementioned sum, with or without defalcation, with costs of suit, with release of errors, without stay of execution and with ten percent (10%) attorney's fees added for collection; and waiving inquisition on any real estate and exemption of any property whatsoever, authorizing condemnation of same and immediate issuance of a Writ of Execution, and releasing and waiving relief from any and all appraisalment, stay of execution, or exemption laws of any state, now in force or hereinafter to be passed.

PROVIDED, FURTHER, that in the absence of default, this Bond shall remain in full force and effect and may not be cancelled by the SURETY without the written permission of the OBLIGEE'S Permit Office.

Time limitations set forth in this Bond shall not be deemed to relieve the PRINCIPAL of liability for items exceeding the time limitations set forth in 67 Pa. Code Chapter 459.

EXECUTED ON \_\_\_\_\_ with the intention to be legally bound hereby.  
(DATE)

ATTEST:

Secretary                       Assistant Secretary  
 Treasurer                       Assistant Treasurer  
 Other: \_\_\_\_\_ \*\*

BY \_\_\_\_\_  
PRINCIPAL - PERMITTEE  
 President                       Vice-President  
 Other \_\_\_\_\_ \*\*

(SEAL)

ATTEST:

Secretary                       Assistant Secretary  
 Treasurer                       Assistant Treasurer  
 Other: \_\_\_\_\_ \*\*

BY \_\_\_\_\_  
PRINCIPAL - PERMITTEE  
 President                       Vice-President  
 Other \_\_\_\_\_ \*\*

(SEAL)

WITNESS:

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

BY \_\_\_\_\_  
Title: SURETY \*\*\*

(SEAL)

\*\*\*

\_\_\_\_\_  
Pennsylvania Resident Agent-When Required

APPROVED AS TO LEGALITY AND FORM

BY \_\_\_\_\_  
Chief Counsel

\*\*If PRINCIPAL is a Government Unit, or if signature is other than a president, vice president, sole proprietor and owner, or managing partner, a Resolution authorizing signature must be attached.

\*\*\*Power of Attorney, properly executed and dated, must be attached. Power of Attorney must have the same date as the Bond (effective or executed date).



Section C

**BID FORM - CONTRACT NO. 2010-13**

**Project Identification:** West Shore Sanitary Sewer  
Construction

**Contract Identification  
and Number:** West Shore Sanitary Sewer  
Construction  
Contract No. 2010-13

**This Bid is Submitted to:** Municipal Authority of the City of  
McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

**C1** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

**C2** BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

**C3** In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

<b>Date of Issuance</b>	<b>Addenda Number</b>
_____	_____
_____	_____
_____	_____

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the

conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 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 any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

**C4** BIDDER will complete the Work under Contract No. 2010-13, in accordance with the terms and conditions of the bidding and contract documents, for the following unit and lump sum prices:

**Contract No. 2010-13**

	<b>BID ITEM</b>	<b>QUANTITY/UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>B.</b>	<b>Steel Casing Pipe</b>			
	48" Diameter	772 LF	/LF	
<b>E.</b>	<b>Pressure Sewer (Force Main)</b>			
	30" PVC Pipe	6,575 LF	/LF	
	36" PVC Pipe	4,692 LF	/LF	
	20" D.I. Pipe	76 LF	/LF	
	30" D.I. Pipe	30 LF	/LF	
<b>F.</b>	<b>Air &amp; Vacuum Valve with Vault</b>	7 EA	/EA	
<b>L.</b>	<b>Select Backfill</b>	20,000 CY	/CY	
<b>M.</b>	<b>Straw Bale Barrier. Filter Fence</b>	7,100 LF	/LF	
<b>R.</b>	<b>Concrete Pipe Anchors</b>	3 EA	/EA	
<b>S.</b>	<b>Asphalt Driveway</b>	113 LF	/LF	
<b>T.</b>	<b>Concrete Driveway/Sidewalk</b>	28 SY	/SY	
<b>U.</b>	<b>Stone Driveway</b>	1,645 LF	/LF	
<b>V.</b>	<b>City of McKeesport Road Restoration</b>	22 LF	/LF	
<b>X.</b>	<b>State Highway Berm Restoration</b>	80 LF	LF	
<b>Y.</b>	<b>Exploratory Excavation Investigation</b>	17 EA	/EA	
<b>AA.</b>	<b>Force Main Testing</b>	12,114 LF	/LF	
<b>JJ.</b>	<b>State Highway Paving</b>	15,100 SY	/SY	
<b>RR</b>	<b>Ductile Iron Fittings</b>			
	20" 45° Bend	1 EA	/EA	
	20" Plug	1 EA	/EA	
	30" Plug	2 EA	/EA	
	36" Plug	2 EA	/EA	
	30" 11 1/4° Bend	5 EA	/EA	
	30" 22 1/2° Bend	4 EA	/EA	
	30" 45° Bend	14 EA	/EA	
	30"x30"x30" Tee	1 EA	/EA	
	30"x30"x20" Tee	1 EA	/EA	
	36" 11 1/4° Bend	5 EA	/EA	
	36" 22 1/2° Bend	7 EA	/EA	
	36" 45° Bend	8 EA	/EA	
	36" 90° Bend	2 EA	/EA	
<b>XX.</b>	<b>Mismarked or Unmarked Utility Resolution</b>			
	Natural Gas - 1/2" - 8"	15/EA	/EA	
	Electric - Any Size or Voltage	5/EA	/EA	
	Telephone - Any Size	5/EA	/EA	
	Waterline - Any Size	15 EA	/EA	
<b>SS.</b>	<b>Meter Vault Construction</b>	Lump Sum	Lump Sum	
<b>ZZ.</b>	<b>Mobilization/Demobilization</b>	Lump Sum	Lump Sum	

**TOTAL PRICE BID FOR  
CONSTRUCTION OF  
CONTRACT NO. 2010-13  
WEST SHORE SEWER CONSTRUCTION**

**(IN FIGURES)**

**(IN WORDS)**

**C5** BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

**C6** BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

**C7** BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

**C8** BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

**C9** The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

**C10** Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

**C11** The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

**Submitted on** \_\_\_\_\_ 20\_\_.

(Execute the Bid Form on the following page)



Those BIDDERS desiring to submit proposals for performing the Work under more than one of certain sewer construction contracts, and at the same time will offer the OWNER (as an incentive to receive the award of the stipulated combinations of contracts set forth below) a reduction in the aggregate sums of the amounts bid on the respective contract Bid Forms, are directed to complete the following:

Therefore those BIDDERS holding Plans for Contract No. 2010-13 West Shore Sanitary Sewer Construction, Contract No. 2010-14 East Shore Sanitary Sewer Construction and Contract No. 2010-15 Youghiogheny River Forcemain Crossing are invited to submit a Combination Bid.

<u>Column A</u>  Combination of Contracts	<u>Column B</u>  Contract Price Percentage Reduction if Awarded the Combination Indicated in Column A (%)	<u>Column C</u>  Reduction in the Amounts of the Lump Sums Bid if Awarded the Combination Indicated in Column A (in Figures)
West Shore Sanitary Sewer Construction Contract No. 2010-13	_____	_____
East Shore Sanitary Sewer Construction Contract No. 2010-14	_____	_____
Youghiogheny River Force main Crossing Contract No. 2010-15	_____	_____

BIDDERS are advised that the OWNER will not consider acceptance of the above Combination Bids, unless the amounts therein stated reflect an adjustment that represents a total cost of construction less than the arithmetic sum(s) of the respective amounts of the acceptable low bids on each contract. The Deductive amounts shall be uniformly distributed among all listed bid items for those contract combinations indicated.

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Completion of this form will not relieve BIDDER from the responsibility of complying with all provisions set forth in all Sections of the Contract Documents.

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

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert name, address, seal, signature, etc., identical to those utilized for completing the Bids).

Section C

**BID FORM - CONTRACT NO. 2010-14**

**Project Identification:** East Shore Sanitary Sewer Construction

**Contract Identification and Number:** Sanitary Sewer Construction Contract No. 2010-14

**This Bid is Submitted to:** Municipal Authority of the City of McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

**C1** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

**C2** BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

**C3** In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

<b>Date of Issuance</b>	<b>Addenda Number</b>
_____	_____
_____	_____
_____	_____

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the



work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 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 any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

**C4** BIDDER will complete the Work under Contract No. 2010-14, in accordance with the terms and conditions of the bidding and contract documents, for the following unit and lump sum Prices:

**Contract No. 2010-14**

	<b>BID ITEM</b>	<b>QUANTITY/ UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>A.</b>	<b>30" Ductile Iron Gravity Sewer Pipe</b>			
	12' to 16' deep	581 LF	/LF	
	16'+ deep	28 LF	/LF	
<b>B.</b>	<b>Steel Casing Pipe</b>			
	30" Diameter	440 LF	/LF	
	36" Diameter	285 LF	/LF	
<b>C.</b>	<b>Wye Service Connection</b>			
	30" x 6"	3 EA	/EA	
<b>D.</b>	<b>6 Inch Service Sewer/ Reinstatement</b>	75 LF	/LF	
<b>E.</b>	<b>Pressure Sewer (Force Main)</b>			
	16" PVC Pipe	6,250 LF	/LF	
	20" PVC Pipe	175 LF	/LF	
<b>F.</b>	<b>Air &amp; Vacuum Valve with Vault</b>			
	16" Force Main	6 EA	/EA	
	20" Force Main	1 EA	/EA	
<b>G.</b>	<b>Gravity Sewer Manhole (5 ft Diameter)</b>	26 VF	/VF	
<b>H.</b>	<b>Air &amp; Vacuum Valve at Existing Vault</b>	2 EA	/EA	
<b>L.</b>	<b>Select Backfill</b>	2,600 CY	/CY	
<b>M.</b>	<b>Straw Bale Barrier. Filter Fence</b>	8,350 LF	/LF	
<b>N.</b>	<b>Trench Plugs</b>	8 EA	/EA	
<b>P.</b>	<b>Concrete Encasement</b>	215 LF	/LF	
<b>R.</b>	<b>Concrete Pipe Anchors</b>	5 EA	/EA	
<b>S.</b>	<b>Asphalt Driveway</b>	710 LF	/LF	
<b>T.</b>	<b>Concrete Driveway/Walk</b>	45 SY	/SY	
<b>U.</b>	<b>Stone Driveway</b>	990 LF	/LF	
<b>V.</b>	<b>City of McKeesport Road Restoration</b>	22 LF	/LF	
<b>X.</b>	<b>State Highway Berm Restoration</b>	20 LF	/LF	
<b>Y.</b>	<b>Exploratory Excavation Investigation</b>	5 EA	/EA	
<b>AA.</b>	<b>Force Main Testing</b>	7,150 LF	/LF	
<b>FF.</b>	<b>Manhole with PVC Liner (MH 157A)</b>	16 VF	/VF	
<b>JJ.</b>	<b>State Highway Paving</b>	112 SY	/SY	
<b>RR</b>	<b>Pressure Sewer Ductile Iron Fittings</b>			
	16" 11 1/4° Bend	14 EA	/EA	
	16" 22 1/2° Bend	21 EA	/EA	
	16" 45° Bend	26 EA	/EA	
	16" 90° Bend	3 EA	/EA	
	16" Plug	1 EA	/EA	
	18" Ductile Iron Pipe	10 LF	/LF	
	20" Plug	2 EA	/EA	
	20" 11 1/4° Bend	3 EA	/EA	
	20" 22 1/2° Bend	1 EA	/EA	
	20" 45° Bend	3 EA	/EA	
	20" 90° Bend	1 EA	/EA	
<b>XX</b>	<b>MisMarked or Unmarked Utility Resolution</b>			
	Natural Gas - 1/2" - 8"	15/EA	/EA	
	Electric - Any Size or Voltage	5/EA	/EA	
	Telephone - Any Size	5/EA	/EA	
	Waterline - Any Size	15 EA	/EA	
<b>ZZ.</b>	<b>Mobilization/Demobilization</b>	Lump Sum	Lump Sum	

**TOTAL PRICE BID FOR  
CONSTRUCTION OF  
CONTRACT NO. 2010-14  
EAST SHORE SS CONSTRUCTION**

\_\_\_\_\_  
(IN FIGURES)

\$ \_\_\_\_\_  
(IN WORDS)

**C5** BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

**C6** BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

**C7** BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

**C8** BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

**C9** The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

**C10** Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

**C11** The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

**Submitted on** \_\_\_\_\_ 20\_\_.

(Execute the Bid Form on the following page)





Section C

**BID FORM - CONTRACT NO. 2010-15**

**Project Identification:** Youghiogheny River Force Main Crossing

**Contract Identification and Number:** Sanitary Sewer Construction Contract No. 2010-15

**This Bid is Submitted to:** Municipal Authority of the City of McKeesport  
100 Atlantic Avenue  
McKeesport, PA 15132

**C1** The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in Section J of the Contract Documents and, to complete all Work as Specified and within the Contract Time indicated in this Bid, in accordance with the Contract Documents.

**C2** BIDDER accepts all of the terms and conditions of the Instructions to Bidders and other components of the Contract Documents. This Bid may not be withdrawn for ninety (90) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.

**C3** In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

C3.1 Bidder has examined copies of all Contract Documents including Sections A through K and all Drawings, and the following Addenda designated as Section L (if any):

**Date of Issuance**

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

**Addenda Number**

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

receipt of all which is hereby acknowledged.

C3.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the

work and has made such independent investigations as BIDDER deems necessary. BIDDER has satisfied itself as to the conditions to be encountered both overhead and on the surface of the ground and/or within existing structures and of the character, quality and quantities of work to be done, materials to be furnished, services required and all other terms of the Technical Specifications and other Contract Documents. BIDDER assumes all risks inherent in performing the work and arising from any deficiencies in the Drawings or Specifications or other Contract Documents and will make no claim against the OWNER or the ENGINEER because of any such alleged deficiency.

C3.3 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 any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

**C4** BIDDER will complete the Work under Contract No. 2010-15, in accordance with the terms and conditions of the bidding and contract documents, for the following unit and lump sum Prices:

**Contract No. 2010-15**

	BID ITEM	QUANTITY/ UNIT	UNIT PRICE	TOTAL PRICE
<b>A.</b>	<b>Horizontal Directional Drill HDPE Pipe Installation</b>	Lump Sum	Lump Sum	
<b>B.</b>	<b>Steel Casing Pipe</b>			
	36" Diameter	402 LF	/LF	
<b>E.</b>	<b>Pressure Sewer (Force Main)</b>			
	20" PVC Pipe	701 LF	/LF	
<b>F.</b>	<b>Air &amp; Vacuum Valve with Vault</b>	1 EA	/EA	
<b>M.</b>	<b>Straw Bale Barrier. Filter Fence</b>	2,300 LF	/LF	
<b>U.</b>	<b>Stone Driveway</b>	4,400 SY	/SY	
<b>AA.</b>	<b>Force Main Testing</b>	1,472 LF	/LF	
<b>RR</b>	<b>Pressure Sewer Ductile Iron Fittings</b>			
	20" 11 1/4° Bend	2 EA	/EA	
	20" 45° Bend	2 EA	/EA	
	20" 90° Bend	6 EA	/EA	
<b>XX</b>	<b>Mismarked or Unmarked Utility Resolution</b>			
	Natural Gas - 1/2" - 8"	1 EA	/EA	
	Electric - Any Size or Voltage	1 EA	/EA	
	Telephone - Any Size	1 EA	/EA	
	Waterline - Any Size	1 EA	/EA	
<b>ZZ.</b>	<b>Mobilization/Demobilization</b>	Lump Sum	Lump Sum	

**C5** BIDDER agrees that the lump sum price above is predicated on furnishing HDPE Pipe as identified on the contract drawings and specified in Section 02246. BIDDER hereby offers the following alternate lump sum deducts for **Fusible PVC** in lieu of providing HDPE Pipe for the Horizontal Directional Drill Installation. BIDDER agrees that by supplying this alternate he is responsible for any and all engineering and associated costs required for Fusible PVC.

Associated Deduction from \$ \_\_\_\_\_  
 Base Price for 20" O.D.  
 Fusible PVC \_\_\_\_\_  
 (Words)

Associated Deduction from \$ \_\_\_\_\_  
 Base Price for 16" O.D.  
 Fusible PVC \_\_\_\_\_  
 (Words)



**C6** BIDDER agrees that the Work will be completed within five Hundred forty (540) Calendar days after the date when the Contract Time commences.

**C7** BIDDER understands and agrees to coordinate his construction activities with those of the OWNER, the ENGINEER and the other CONTRACTORS.

**C8** BIDDER accepts the provisions set forth in the Agreement in Section J of the Contract Documents as to liquidated damages in the event of failure to complete the Work on time.

**C9** BIDDER recognizes the problem in identifying exact locations of reputed underground utility pipe lines, structures, and/or appurtenances and in classifying, during the bidding period, the subsurface conditions which will be encountered during construction and, in submitting this bid, has included any and all costs in connection therewith and shall not seek any extra compensation for performing the work because of those actual prevailing conditions.

**C10** The required Bid Security set forth in Paragraphs B7 of the Instructions to Bidders in the form of a certified bank check, or a Bid Bond, the form for which is included as Section D of the Contract Documents, is in the amount of 10% of the Amount of the Bid.

**C11** Communications concerning this Bid shall be addressed to the BIDDER at the address stated on the following page.

**C12** The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

**Submitted on** \_\_\_\_\_ 20\_\_.

(Execute the Bid Form on the following page)





# MUNICIPAL AUTHORITY OF THE CITY OF McKEESPORT ALLEGHENY COUNTY, PENNSYLVANIA

CONTRACT No. 2010-13

## WEST SHORE SANITARY SEWER CONSTRUCTION

### UTILITIES LIST

DUGUESNE LIGHT COMPANY  
2828 NEW BEAVER AVE  
PITTSBURGH, PA 15233  
CONTACT: PAM NIEHAUS  
EMAIL: pniehau@dunlight.com

COMCAST  
5211 BROWNSVILLE RD  
PITTSBURGH, PA 15238  
CONTACT: OFFICE PERSONNEL

EQUITABLE GAS COMPANY  
200 ALLEGHENY CENTER MALL  
PITTSBURGH, PA 15212  
CONTACT: ENGINEERING DEPARTMENT

FIBER TECHNOLOGIES NETWORKS LLC  
300 MERIDIAN CENTRE  
ROCHESTER, NY 14618

VERIZON PENNSYLVANIA INC.  
201 STANWIX STREET 4TH FLOOR  
PITTSBURGH, PA 15222  
CONTACT: OFFICE PERSONNEL

DOMINION PEOPLES DESIGN  
1201 PITT STREET  
PITTSBURGH, PA 15221  
CONTACT: DESIGN DEPARTMENT

DOMINION PEOPLES PITTSBURGH DIVISION  
1201 PITT STREET  
PITTSBURGH, PA 15221  
CONTACT: DESIGN DEPARTMENT

EQUITRANS LP  
178 INDUSTRY ROAD  
WAYNESBURG, PA 15370

EQUITABLE GAS COMPANY  
200 ALLEGHENY CENTER MALL  
PITTSBURGH, PA 15212  
CONTACT: ENGINEERING DEPARTMENT

MUNICIPAL AUTHORITY OF  
WESTMORELAND COUNTY  
124 PARK & POOL RD  
NEW STANTON, PA 15672  
CONTACT: DONALD GUERRA  
EMAIL: dguerra@mwco.org

CITY OF MCKEESPORT  
500 FIFTH AVENUE  
MCKEESPORT, PA 15132  
CONTACT: NICKOLAS J SHERMENT

VERIZON BUSINESS  
2400 N GLADSVILLE  
RICHARDSON, TX 75082  
CONTACT: DEAN BOYERS  
EMAIL: dean.boyers@vnc.com

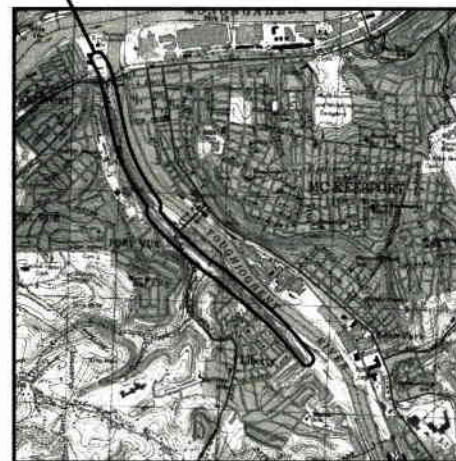
MUNICIPAL AUTHORITY OF  
THE CITY OF MCKEESPORT  
100 ATLANTIC AVE  
MCKEESPORT, PA 15132

LIBERTY BOROUGH  
2921 LIBERTY WAY  
MCKEESPORT, PA 15133  
CONTACT: DEBBIE HELDERLEIN

PENNSYLVANIA AMERICAN WATER  
101 LONG STREET  
ELIZABETH, PA 15037

PORT VUE BOROUGH  
1181 ROMINE AVE  
PORT VUE, PA 15133  
CONTACT: JOAN WINTERS

PROJECT  
LOCATION



LOCATION MAP

SCALE: 1" = 200'

JANUARY 2011 RELEASE FOR BID

OCTOBER 2009 REVISED

JULY 31, 2009 DEP SUBMITTAL

### DRAWING LIST

SHEET NO.	DWG. NO.	DESCRIPTION
1 of 28	220-WSS10	TITLE SHEET
2 of 28	220-WSS11	INDEX MAP
3 of 28	220-WSS12	PLAN AND PROFILE
4 of 28	220-WSS13	PLAN AND PROFILE
5 of 28	220-WSS14	PLAN AND PROFILE
6 of 28	220-WSS15	PLAN AND PROFILE
7 of 28	220-WSS16	PLAN AND PROFILE
8 of 28	220-WSS17	PLAN AND PROFILE
9 of 28	220-WSS18	PLAN AND PROFILE
10 of 28	220-WSS19	PLAN AND PROFILE
11 of 28	220-WSS20	PLAN AND PROFILE
12 of 28	220-WSS21	PLAN AND PROFILE
13 of 28	220-WSS22	PLAN AND PROFILE
14 of 28	220-WSS23	VALVE VAULT PLAN AND SECTIONS
15 of 28	220-WSS24	VALVE VAULT PLANS, SECTIONS, AND DETAILS
16 of 28	220-WSS1	EROSION SEDIMENT POLLUTION CONTROL PLAN SHEET 1 OF 9
17 of 28	220-WSS2	EROSION SEDIMENT POLLUTION CONTROL PLAN SHEET 2 OF 9
18 of 28	220-WSS3	EROSION SEDIMENT POLLUTION CONTROL PLAN SHEET 3 OF 9
19 of 28	220-WSS4	EROSION SEDIMENT POLLUTION CONTROL PLAN SHEET 4 OF 9
20 of 28	220-WSS5	EROSION SEDIMENT POLLUTION CONTROL PLAN SHEET 5 OF 9
21 of 28	220-WSS6	EROSION SEDIMENT POLLUTION CONTROL PLAN SHEET 6 OF 9
22 of 28	220-WSS7	EROSION SEDIMENT POLLUTION CONTROL PLAN SHEET 7 OF 9
23 of 28	220-WSS8	EROSION SEDIMENT POLLUTION CONTROL PLAN SHEET 8 OF 9
24 of 28	220-WSS9	EROSION SEDIMENT POLLUTION CONTROL PLAN SHEET 9 OF 9
25 of 28	220-WSS25	RIVER ROAD DETOUR PLAN SHEET 1 OF 2
26 of 28	220-WSS26	RIVER ROAD DETOUR PLAN SHEET 2 OF 2
27 of 28	220-WSS27	WEST SHORE RIGHT OF WAY PLATS
28 of 28	220-WSS28	WEST SHORE RIGHT OF WAY PLATS
28 of 28	220-WSS29	WEST SHORE RIGHT OF WAY PLATS

NOTE: IN ACCORDANCE WITH THE PENNSYLVANIA UNDERGROUND UTILITY LINE PROTECTION LAW, ACT 287 OF 1974 AS AMENDED BY ACT 198 OF 2004, THE CONTRACTOR MUST NOTIFY ALL UTILITY COMPANIES PRIOR TO EXCAVATION FOR FIELD LOCATION AND SIZE CONFIRMATION. AT LEAST THREE (3) DAYS NOTIFICATION PRIOR TO THE ACTUAL START OF EXCAVATION IS REQUIRED. UTILITIES CAN BE NOTIFIED THROUGH THE PENNSYLVANIA ONE CALL SYSTEM, INC. BY CALLING 1-800-242-1776. THE PENNSYLVANIA ONE CALL DESIGN SERIAL NUMBERS FOR THIS PROJECT ARE 3065706, 3065721, 3065729, 3065742, 3065766, 1878138, AND 1878139.

KLH  
ENGINEERS, INC.

5173 CAMPBELLS RUN ROAD  
PITTSBURGH, PA 15205

CONTRACT 2010-13 WEST SHORE SEWERS SEWER COMBINATION AIR VALVE				
VALVE LOCATION	FLDN RATE (IN)	SIZE	ORFICE	EQUVALENT TO SA VALVE
A-1	108	8"	10"	FDL 887-4
A-2	140	8"	8 1/4"	FDL 842
A-3	113	8"	8 1/4"	FDL 842
A-4	113	8"	8 1/4"	FDL 842
A-5	108	8"	10"	FDL 842
A-7	38	4"	3 1/4"	FDL 842
A-8	33	4"	3 1/4"	FDL 842

DRAWING IDENTIFICATION KEY	
UTILITY POLE	⊙
DUY WIRE	←
PROPOSED SANITARY SEWER	—S—
EXISTING SANITARY SEWER	—S—
EXISTING SANITARY MANHOLE	⊙
EXISTING FLOW ARROW	→
EXISTING STORM SEWER	—S—
EXISTING STORM MANHOLE	⊙
EXISTING WATERLINE	—W—
HYDRANT	⊙
WATER CURB BOX	⊙
WATER VALVE	⊙
WATER METER	⊙
EXISTING GASLINE	—G—
GAS VALVE	⊙
GAS CURB BOX	⊙
GAS METER	⊙
EXISTING UNDERGROUND ELECTRIC	—E—
EXISTING UNDERGROUND TELEPHONE	—T—
MONUMENT	⊙
IRON PIN	⊙
MAIL BOX	⊙
LIGHT POLE	⊙
SIGN	⊙
FENCE LINE	—F—
GUIDE RAIL	—G—
TRIASLINE	—T—
DECIDUOUS TREE	⊙
EVERGREEN TREE	⊙
SOIL IDENTIFICATION SYMBOL	⊙
SOIL BOUNDARY LINE	—S—
EXISTING CONTOURS	—C—

**KLH ENGINEERS, INC.**

MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT  
ALLEGHENY COUNTY, PENNSYLVANIA  
CONTRACT NUMBER 2010-13  
WEST SHORE SANITARY SEWER CONSTRUCTION  
INDEX MAP

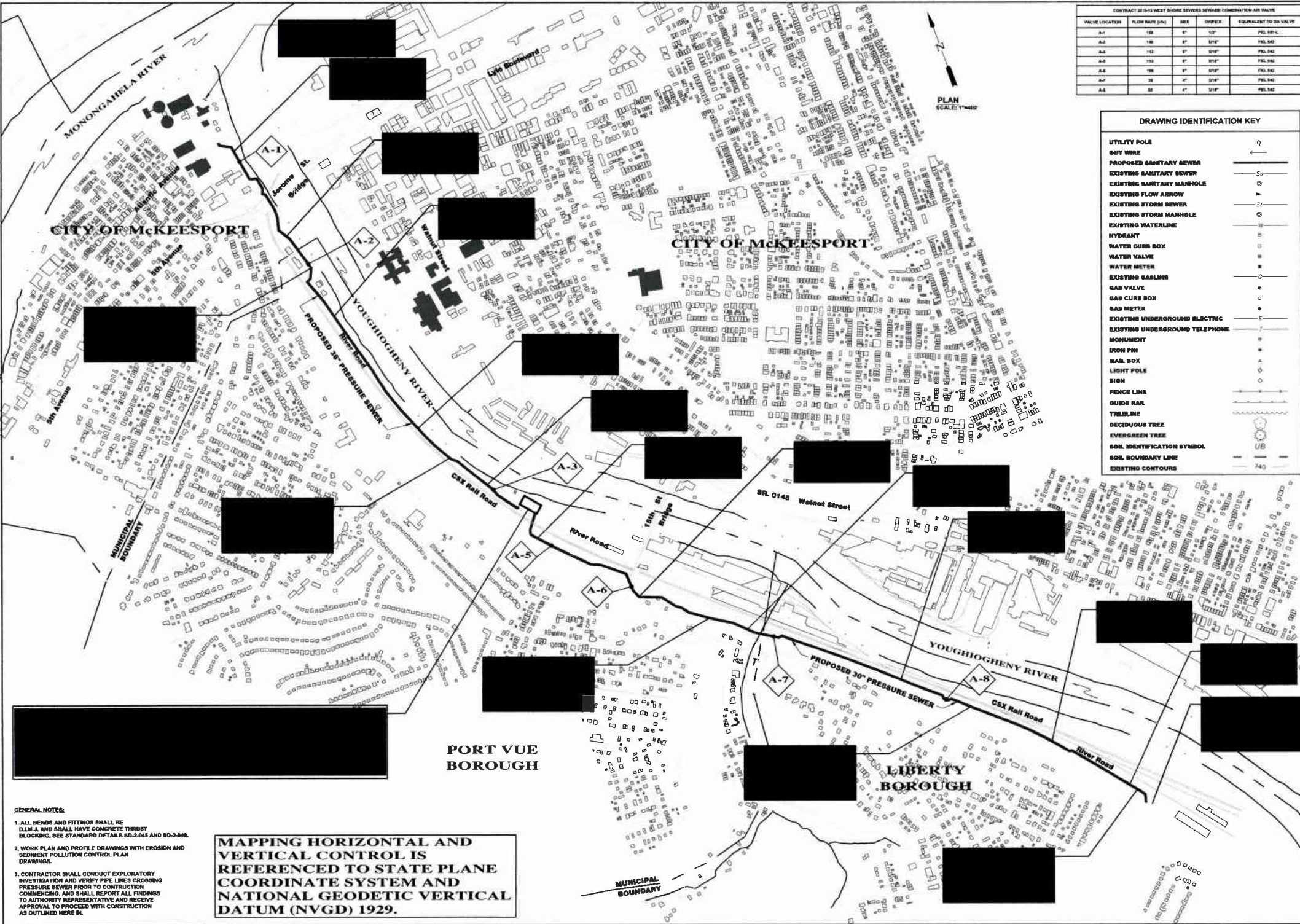
Revised	Revision
DWP SUBMITTAL	
REVISED	
10-09	
11-2011	
RELEASE FOR BID	

5175 CALDWELL BLVD. #200  
PITTSBURGH, PA 15206  
PHONE: 412-261-0200  
INFO@KLHENGINEERS.COM

As Shown	JUNE 2009
Drawn By:	TES
Checked By:	ROH
Approved By:	SHD

Sheet No:  
2 of 29

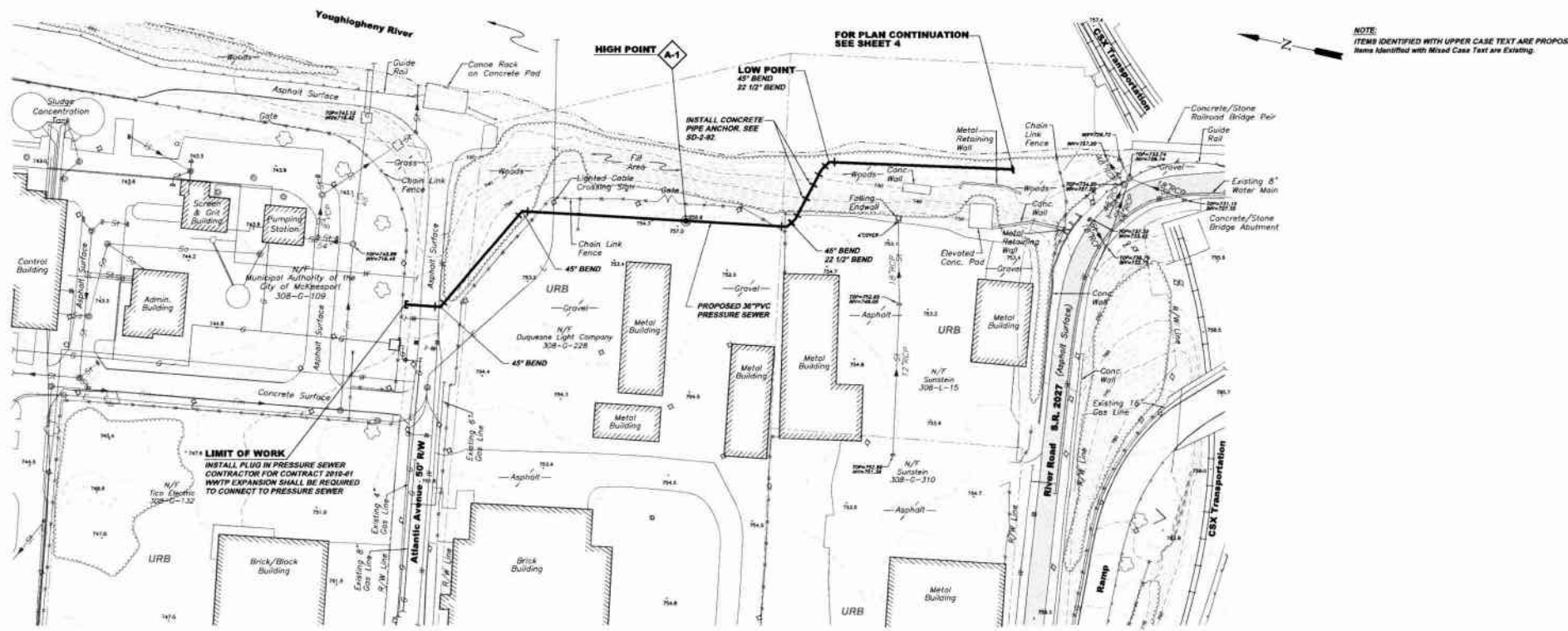
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220-WSS11



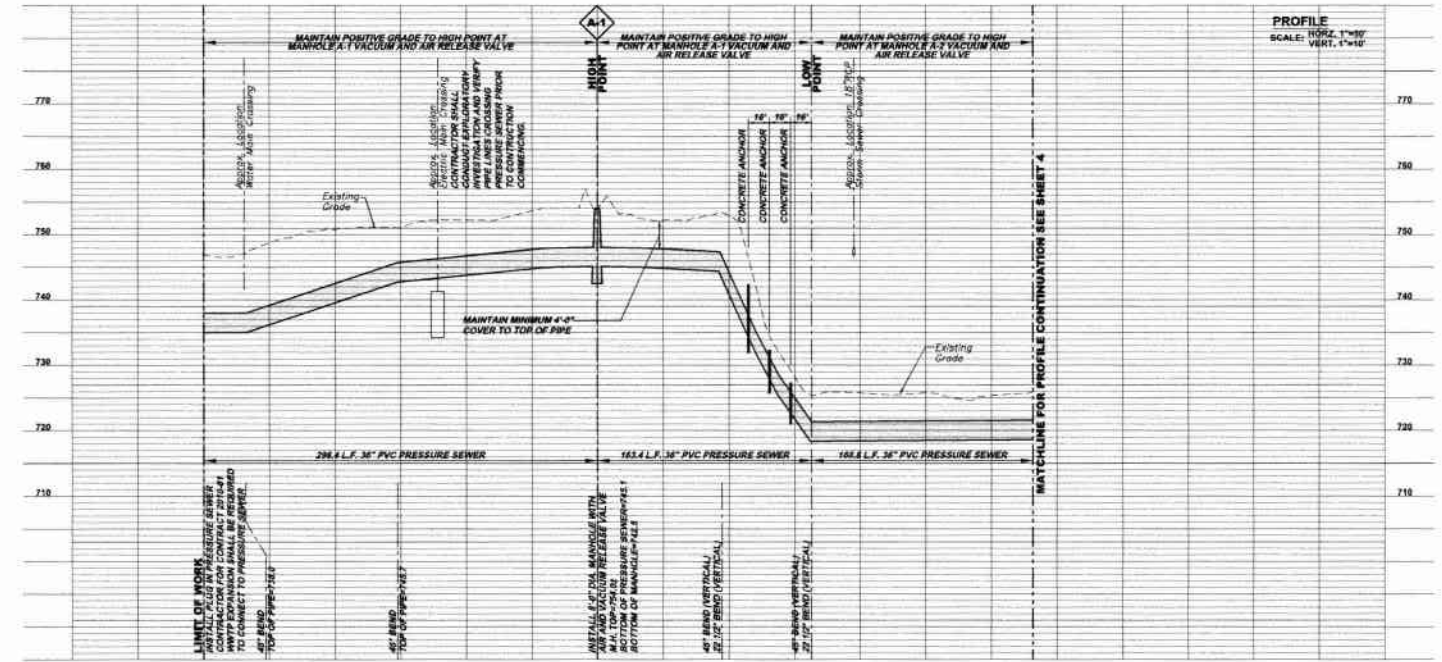
**GENERAL NOTES:**

1. ALL BENDS AND FITTINGS SHALL BE D.I.M.L. AND SHALL HAVE CONCRETE THRUST BLOCKING. SEE STANDARD DETAILS SD-2-045 AND SD-2-046.
2. WORK PLAN AND PROFILE DRAWINGS WITH EROSION AND SEDIMENT POLLUTION CONTROL PLAN DRAWINGS.
3. CONTRACTOR SHALL CONDUCT EXPLORATORY INVESTIGATION AND VERIFY PIPE LINES CROSSING PRESSURE SEWER PRIOR TO CONSTRUCTION COMMENCING, AND SHALL REPORT ALL FINDINGS TO AUTHORITY REPRESENTATIVE AND RECEIVE APPROVAL TO PROCEED WITH CONSTRUCTION AS OUTLINED HERE IN.

**MAPPING HORIZONTAL AND VERTICAL CONTROL IS REFERENCED TO STATE PLANE COORDINATE SYSTEM AND NATIONAL GEODETIC VERTICAL DATUM (NVDG) 1929.**



PLAN  
SCALE: 1"=40'



PROFILE  
SCALE: HORIZ. 1"=40'  
VERT. 1"=4'

NOTE:  
ITEMS IDENTIFIED WITH UPPER CASE TEXT ARE PROPOSED.  
Items Identified with Mixed Case Text are Existing.

Revisions	Date	Revised By
1-21-08	10-09	ADDITIONAL CHANGE
2-21-08	10-09	ALIGNMENT CHANGE
3-21-08	10-09	RELEASE FOR BID

5173 CHAMBERLAIN BLVD. #204  
 PITTSBURGH, PA. 15205  
 PH: 412-281-2323  
 FAX: 412-281-2323  
 WWW.KLH-ENGINEERS.COM

**KLH ENGINEERS, INC.**

**MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT**  
**ALLEGHENY COUNTY, PENNSYLVANIA**  
**CONTRACT NUMBER 2010-13**  
**WEST SHORE SANITARY SEWER CONSTRUCTION**  
**PLAN AND PROFILE**

Scale:	As Shown
Date:	JUNE 2009
Drawn By:	YES
Checked By:	RDH
Approved By:	BHD

Sheet No. 3 of 29  
 Drawing No. 220-WSS12