CONTENTS

NOTICE TO BIDDERS

INFORMATION FOR BIDDERS

INSTRUCTIONS TO BIDDERS

NONDISCRIMINATION CLAUSE

ANTI-COLUSION AFFIDAVIT

BID DOCUMENT

BID BOND

PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

WARRANTY BOND

NOTICE TO PROCEED

CHANGE ORDER

TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS

EXHIBIT A Excavation Support and Protection

ADDITIONAL DOCUMENTS: Existing Garage Drawings, Geotechnical Reports, Structural Narrative.

BID RELEASE:	August 5 th and August 12 th – OBSERVER REPORTER
BID DEADLINE:	August 25 th , 2025 – 11:00 A.M.
ADDRESSED TO:	95 W BEAU ST. SUITE 430, WASHINGTON PA 15301
SEALED PROPOSAL MARKED:	BID: #082525- CHS Permanent Shoring
MANDATORY PRE-BID MEETING:	Wednesday, August 13th 10:00AM, 95 W Beau Street

NOTICE TO BIDDERS

SEALED BIDS for construction of the "Courthouse Square Permanent Shoring", located at 100 West Beau Street, Washington County, Washington, Pennsylvania 15301. Bids will be received, mailed or delivered to the Office of the Washington County Controller, 95 West Beau Street, Suite 430, Washington, Pennsylvania 15301, until 11:00 A.M. Prevailing Time on Monday, August 25th, 2025. (Late bids are not accepted.)

All bids must be submitted as <u>ONE ORIGINAL + THREE COPIES (1 unbound)</u> according to the specifications and upon a uniform proposal blank. Specifications and bid document blanks may be picked up at the Washington County Purchasing Office, 95 West Beau Street, Suite 430, Washington, PA 15301, or by submitting a written request to this address. Bidders may email their written request to the Washington County Purchasing Office to either Dalton Thompson at <u>dalton.thompson@co.washington.pa.us</u> or to Randy Vankirk at <u>vankirkr@co.washington.pa.us</u> or to Mike Gorman at <u>msgorman@naiburnsscalo.com</u>.

You may obtain the above-mentioned bid document from the Washington County website at www.washingtoncopa.gov/purchasing/bids. Vendors receiving bids from the website are responsible for checking for contract changes at the website. All prospective bidders are to review all attachments included within the bid document.

Bid offer must be accompanied by cash, certified check, cashier's check, bank good faith check, other irrevocable letter of credit or bid bond in the amount of 10% of the total amount of bid and made payable to the order of "Washington County". Only the Bid Securities listed will be accepted. Washington County (WC) reserves the right to reject any or all bid offers.

Any questions regarding the specifications should be emailed at least 10 days prior to bid opening to Mike Gorman, at msgorman@naiburnsscalo.com. Please indicate your intent to submit and coordinate attendance to the mandatory pre-bid meeting scheduled for August 13th 2025 at 10:00A.M.

SEALED BID ENVELOPE MUST BE MARKED, FOR: #082525-CHS Shoring Washington County New Public Safety Building – Permanent Shoring Washington County, PA

ATTEST: WASHINGTON COUNTY BOARD OF COMMISSIONERS:

CYNTHIA B. GRIFFIN COMMISSIONER NICK SHERMAN, CHAIRMAN CHIEF CLERK COMMISSIONER ELECTRA S. JANIS, VICE-CHAIR

COMMISSIONER LARRY MAGGI

To Be Advertised: August 5th, August 12th 2025

INFORMATION FOR BIDDERS

1. Scope of Work

A. The description of work to be completed under this Contract is as follows:

The work for the permanent shoring, shall include, but is not necessarily limited to.

- 1. Design of the Permanent Tieback System
- 2. Design, Installation and Removal of temporary shoring of the existing garage decks to support construction equipment.
- 3. Scanning of the existing garage structure to help identify all location of reinforcement steel.
- 4. Minor demolition of existing garage for construction equipment
- 5. Performance Test Pits as shown on the Excavation Support Plan.
- 6. Installation of Permanent Tiebacks with Class 1 Corrosion Protection.
- 7. Performance and proof testing of the tiebacks.
- 8. Compressive Strength Testing of the tieback grouting.
- 9. Ventilation Fans During Work and dust control measures.
- B. A mandatory <u>pre-bid meeting</u> for all interested bidders will be held on Wednesday, August 13th, 2025, at 10:00am EST. Please direct any questions to:

Mike Gorman NAI Burns Scalo 965 Greentree Road, Suite 400 Pittsburgh, PA 15220

Phone: 878-208-3838

email: msgorman@naiburnsscalo.com

2. Bid Submission

A. Each bid must be submitted in a sealed envelope addressed to:

WASHINGTON COUNTY CONTROLLER 95 WEST BEAU STREET, SUITE 430 WASHINGTON, PENNSYLVANIA 15301

B. The sealed envelope containing a bid must be plainly marked on the outside as:

BID FOR: CONTRACT #082525-CHS Shoring "Washington County Permanent Shoring", Washington County, Pennsylvania

C. The envelope should bear on the outside the name of the Bidder, Bidder address, Bidder license number, if applicable, and the name of the project for which the bid is submitted. IF FORWARDED BY MAIL, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at:

WASHINGTON COUNTY CONTROLLER 95 WEST BEAU STREET, SUITE 430 WASHINGTON, PENNSYLVANIA 15301

- D. All bids must be made on the required bid forms. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Submit the required forms as one original + three copies (1 unbound).
- E. The following items shall be submitted with each bid:
 - 1. Completed BID DOCUMENT, including SCHEDULE OF PRICES and COMPONENT ITEM SCHEDULE.
 - 2. BID BOND in the amount specified. (Either Bid Bond, Certified Check, Cashier's Check, Cash, Bank Good Faith Check, or other Irrevocable Letter of Credit.)
 - 3. Completed ANTI-COLLUSION AFFIDAVIT.
 - 4. RACW Non-discrimination/ Sexual Harassment Clause

3. Right to Reject or Withdraw

A. Owner may waive any informalities or minor defects or reject any and all bids. Bidder may withdraw his bid by making a properly authorized and executed written application to the Controller's Office prior to the deadline for the submission of bids.

4. <u>Bidder's Responsibility</u>

- A. Bidders must satisfy themselves of the extent of the work by examination of the site and a review of the drawings and specifications, including Addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the extent of work, nor of the nature of the work, to be done.
- B. Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner, or any other

person, shall not affect the risks or obligations assumed by the Contractor, or relieve him from fulfilling all of the conditions of the Contract.

C. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. Failure or omission of any Bidder to do any of the foregoing shall in no way relieve Bidder from all obligations in respect to his bid.

5. <u>Bid Security</u>

- A. Bid must be accompanied by cash, certified check, cashier's check, bank good faith check, other irrevocable letter of credit or bid bond in the amount of 10% of the total bid and made payable to the order of the Washington County Commissioners.
- B. Only the Bid Securities listed will be accepted. The bid bonds of the unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Payment Bonds, Performance Bonds, and insurance documents have been executed and approved, after which it will be returned.

6. Requirements for Signing Bid Documents

- A. Bid Documents which are not signed by individuals making them shall have attached thereto a Power of Attorney with authority to sign the document in the name of the person for whom it is assigned.
- B. Bid Documents which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid Document the Power of Attorney executed by the partners.
- C. Bid Documents signed for a corporation shall have the correct corporate name thereon, and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the word "By

 _________." Any Document manually signed by an official other than the President of the corporation shall have attached to it a certified copy of a resolution of the Board of Directors directing authority of such official to sign the Bid Document. The Bid Document shall also bear the attesting signature of the secretary of the corporation, and the impression of the corporate seal.

7. <u>Addenda and Interpretations</u>

A. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to the bidder orally. Every request for such interpretation should be in

writing addressed to Washington County,

Addressed to:

Mike Gorman NAI Burns Scalo 965 Greentree Road, Suite 400 Pittsburgh, PA 15220

Or emailed to: msgorman@naiburnsscalo.com

and to be given consideration must be received at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations, and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purpose), not later than seven (7) days prior to the dated fixed for the opening of bids. Written addendums will also be posted on the Washington County website: www.co.washington.pa.us. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

B. Relative to these Contract Documents, the term "Owner" shall mean Washington County.

8. <u>Prevailing Wages</u>

- A. Prevailing Wages apply to this project.
- B. Contactor to provide certified payrolls weekly as well as provide certified payrolls for each subcontractor on a weekly basis.

INSTRUCTIONS TO BIDDERS

1. RESPONSIBILITY - WE EXPECT YOU TO BE THOROUGHLY FAMILIAR WITH ALL SPECIFICATIONS AND REQUIREMENTS OF THIS BID. YOUR FAILURE OR OMISSION TO EXAMINE ANY RELEVANT FORM, ARTICLE, SITE OR

DOCUMENT
WILL NOT RELIEVE YOU FROM ANY OBLIGATION

WILL NOT RELIEVE YOU FROM ANY OBLIGATION REGARDING

THIS BID. BY SUBMITTING A RESPONSE, YOU ARE PRESUMED

TO CONCUR WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS OF THIS BID UNLESS YOU HAVE SPECIFICALLY, BY SECTION NUMBER, RAISED OBJECTION IN

WRITING AND SUBMITTED IT WITH YOUR BID. OBJECTIONS WE

CONSIDER EXCESSIVE OR AFFECTING VITAL TERMS MAY REDUCE OR ELIMINATE YOUR PROSPECTS FOR AWARD.

2. BIDDER MAY WITHDRAW HIS BID BY MAKING A PROPERLY AUTHORIZED AND EXECUTED WRITTEN APPLICATION TO THE CONTROLLER'S OFFICE PRIOR TO THE

DEADLINE FOR THE SUBMISSION OF RFP. CERTAIN BIDS MAY

BE WITHDRAWN AFTER THE OPENING IF IN COMPLIANCE WITH THE ACT OF JANUARY 23, 1974, P.L. 9 No.4: 1 ET SEQ. 73 PS:

1601 ET SEQ.

3. CONTRACT – BY SUBMITTING A BID, THE BIDDER WARRANTS THAT IF THE COUNTY MAKES AN AWARD TO THE

BIDDER, BIDDER SHALL, AT THE OPTION OF THE COUNTY, ENTER INTO A WRITTEN CONTRACT WITH THE COUNTY. THIS

CONTRACT SHALL CONSIST OF THE TERMS AND CONDITIONS

SET FORTH IN THE BID, BULLETINS (IF APPLICABLE),
SPECIFICATIONS, AND THESE INSTRUCTIONS TO BIDDERS.
IF

NO BID BOND OR SUBSTITUTE IS REQUIRED AND BIDDER SHALL PAY TO THE COUNTY THE DIFFERENCE IN THE AMOUNT SPECIFIED IN BIDDER'S BID AND THE AMOUNT COUNTY SHALL PAY TO FULFILL THE SPECIFICATIONS.

4. PERMITS AND FEES: IF
APPLICABLE, THE

CONTRACTOR SHALL SECURE AND PAY FOR, ALL PERMITS, FEES LICENSES AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK WHICH ARE CUSTOMARILY SECURED AFTER EXECUTION OF THE AGREEMENT AND WHICH ARE LEGALLY REQUIRED.

5. OTHER ENTITY USE: THE SUCCESSFUL

BIDDER MAY BE REQUESTED TO CONVEY THEIR BID PRICES, CONTRACT TERMS AND CONDITIONS TO MUNICIPALITIES OR OTHER GOVERNMENTAL AGENCIES WITHIN THE COUNTY OF WASHINGTON.

ALL ORDERS, DELIVERIES AND INVOICES WILL BE THE RESPONSIBILITY OF THE PARTICIPATING GOVERNMENTAL AGENCIES. WASHINGTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY ORDERS, DELIVERIES AND INVOICES PLACED BY THE PARTICIPATING GOVERNMENTAL AGENCY.

6. CONTRACT APPROVAL – THE WASHINGTON COUNTY BOARD OF COMMISSIONERS MUST APPROVE THE CONTRACT RESULTING FROM THIS SOLICITATION. A SAMPLE CONTRACT MAY BE ATTACHED FOR REVIEW AS PART OF THIS SOLICITATION. EXCEPTIONS TO THE COUNTY'S

STANDARD CONTRACT FORM MAY RESULT IN REJECTION OF

YOUR BID OR BID. THE COUNTY WILL PREPARE A FORMAL CONTRACT SPECIFIC TO THIS SOLICITATION FOR EXECUTION BY THE SUCCESSFUL CONTRACTOR & THE BOARD OF COUNTY COMMISSIONER.

7. SAMPLE FORM CONTRACT – THE COUNTY'S FORM

CONTRACT MAY BE ATTACHED AS PART OF THIS

SOLICITATION. THE VENDOR'S SUBMISSION OF A RESPONSE WITHOUT IDENTIFYING EXCEPTIONS EXPRESSLY

ACKNOWLEDGES AND FORMALLY EVIDENCES THE VENDOR'S ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE FORM CONTRACT. ANY AND ALL EXCEPTIONS MUST BE SUBMITTED IN WRITING IN THE VENDOR'S RESPONSE.

IF THE VENDOR SUBMITS AN EXCEPTION, WHICH ALTERS THE COUNTY'S RISK, LIABILITY, EXPOSURE IN, OR THE INTENT OF THIS PROCUREMENT, THE COUNTY RESERVES THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO DEEM THE VENDOR NONRESPONSIVE.

ALL VENDORS FURTHER UNDERSTAND AND AGREE THAT THE COUNTY WILL ACCEPT NO VENDOR EXCEPTIONS TO THE FORM CONTRACT AT ANY TIME AFTER SUBMISSION OF THE RESPONSE.

- 8. ALL CONTRACTS ENTERED INTO WILL BE EXECUTED IN WASHINGTON COUNTY, PENNSYLVANIA. THE PARTIES ACKNOWLEDGE THAT THE JURISDICTION AND VENUE FOR ANY DISPUTE OR ANY OCCURRENCE HEREBY ARISING OUT OF THE CONTRACT OR OUT OF PERFORMANCE OF THE CONTRACT OR ANY OTHER MATTER RELATING TO WASHINGTON COUNTY SHALL BE IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY, PENNSYLVANIA, AND IN NO OTHER LOCATION. THIS PROVISION SHALL BE DEEMED TO BE AN INTEGRAL PART OF ANY CONTRACT ENTERED INTO BY ANY CONTRACTOR WITH WASHINGTON COUNTY.
- 9. THERE WILL BE NO CHANGES TO AN EXECUTED

 AGREEMENT WITHOUT PRIOR WRITTEN APPROVAL BY THE

 BOARD OF COUNTY COMMISSIONERS IN THE FORM OF AN

 ADDENDUM OR CHANGE ORDER. TYPES OF CHANGES INCLUDE

 BUT ARE NOT LIMITED TO CHANGE IN SCOPE OF WORK, EXTENSION

 OF CONTRACT TERMS, UNIT PRICING OR TOTAL COST.
- 10. THE COUNTY IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO DETERMINE IF ANY EMPLOYEE OR CONTRACTOR OR VENDOR IS EXCLUDED FROM PARTICIPATION IN ANY MEDICARE, MEDICAID, OR OTHER HEALTH CARE PROGRAM. IF IT HAS BEEN DETERMINED THAT IF ANY EMPLOYEE OR CONTRACTOR, BOTH INDIVIDUAL AND ENTITY, IS ON THE EXCLUSION LIST, SAID INDIVIDUAL OR ENTITY MUST BE REPORTED TO THE DEPARTMENT OF PUBLIC WELFARE'S BUREAU OF PROGRAM INTEGRITY (BPI). FURTHERMORE, IN ORDER TO PRESERVE FUNDING THROUGH THESE PROGRAMS, THE COUNTY IS REQUIRED TO IMMEDIATELY TERMINATE EXCLUDED EMPLOYEES AND TO IMMEDIATELY TERMINATE ANY CONTACT WITH ANY VENDOR WHO IS EITHER ON AN EXCLUSION LIST OR EMPLOYS AN INDIVIDUAL OR INDIVIDUALS WHO ARE ON SUCH LISTS.

FEDERAL HEALTH CARE PROGRAMS (INCLUDING

MEDICAID AND CHIP PROGRAMS.) ARE PROHIBITED

7

FROM PAYING FOR
ANY GOODS OR SERVICES FURNISHED, ORDERED, OR
PRESCRIBED BY EXCLUDED INDIVIDUALS OR ENTITIES.
WASHINGTON COUNTY WILL HAVE NO ALTERNATIVE BUT
TO CANCEL ANY EXISTING CONTRACTS WITH EXCLUDED
VENDORS OR VENDORS WHO EMPLOYS AN EXCLUDED
INDIVIDUAL OR ENTITY. THE COUNTY WILL NOT BE
RESPONSIBLE FOR ANY PAYMENT OF GOODS OR SERVICES
FURNISHED, ORDERED, OR PRESCRIBED BY EXCLUDED
INDIVIDUALS OR ENTITIES.

BIDDERS RESPONDING TO A SOLICITATION AFFECTED BY THESE REGULATIONS ACCEPT AN AFFIRMATIVE DUTY TO VERIFY THAT NEITHER THEY NOR THEIR EMPLOYEES HAVE BEEN EXCLUDED FROM PARTICIPATION IN MEDICARE, MEDICAID, OR ANY OTHER HEALTH CARE PROGRAM PURSUANT TO PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE (DPW) MEDICAL ASSISTANCE

RECOMMENDATIONS INTERPRETING THE UNITED STATES
DEPARTMENT OF HEALTH AND HUMAN SERVICES'
OFFICE OF INSPECTOR GENERAL'S REGULATIONS.

ALL COUNTY CONTRACTS WITH ANY CONTRACTOR IDENTIFIED AS MEETING THE CRITERIA REQUIRING EXCLUSION
SCREENING MUST INCLUDE THE REQUIREMENT THAT THE CONTRACTOR WILL DEVELOP AND INSTITUTE EXCLUSION SCREENING POLICIES AND PROCEDURES THAT CONFORM TO DPW RECOMMENDATIONS AND COUNTY REQUIREMENTS TO ASSURE COMPLIANCE WITH FEDERAL REGULATIONS CONCERNING SUSPENSION/DEBARMENT OF ALL COVERED INDIVIDUAL AND ENTITIES. THE COUNTY IS REQUIRED TO ISSUE A FORM 1099 FOR PAYMENTS PROCESSED.

11. BACKGROUND: WASHINGTON COUNTY MAY REQUEST A COMPLETE BACKGROUND SEARCH OF ANY

INDIVIDUAL WORKING ON COUNTY PROJECTS TO DETERMINE

IF THE INDIVIDUAL HAS COMMITTED ANY SERIOUS ACTS AND

HAS BEEN CLEARED BY THE PENNSYLVANIA STATE
POLICE BEFORE BEING HIRED BY THE CONTRACTOR AND
PLACED ON THE JOB IN COUNTY FACILITIES.

12. RIGHT TO AUDIT: WASHINGTON COUNTY

REQUEST PROOF OF FINANCIAL STABILITY. REQUEST FOR FINANCIAL STATEMENTS MAY BE FOR THE PAST THREE YEARS OR OTHER METHODS OF PROOF. THE COUNTY MAY SECURE FINANCIAL INFORMATION ABOUT THE BIDDER FROM THIRD PARTY SOURCES SUCH AS, BUT NOT LIMITED TO, CREDIT REPORTING AGENCIES, DUN & BRADSTREET, AND OTHER VENDORS TO WHICH BIDDER HAS PROVIDED

SERVICES.

13. BY SUBMITTING THEIR BID, BIDDERS CERTIFY
THEY DO NOT AND WILL NOT DURING THE
PERFORMANCE OF THIS CONTRACT EMPLOY
ILLEGAL ALIEN WORKERS OR OTHERWISE
VIOLATE THE PROVISIONS OF THE FEDERAL
IMMIGRATION

REFORM AND CONTROL ACT OF 1986."

14. SUBCONTRACTING: ANY PERSON LINDERTAKING

A PART OF THE WORK UNDER THE TERMS OF THE CONTRACT, BY VIRTUE OF AN AGREEMENT WITH THE CONTRACTOR, WHO, PRIOR TO SUCH UNDERTAKING MUST RECEIVE THE WRITTEN APPROVAL OF THE DIRECTOR OF PURCHASING. THE COUNTY MAY TERMINATE THE CONTRACT IF THE SUBCONTRACTING IS DONE

WITHOUT THE DIRECTOR OF PURCHASING'S APPROVAL. INVOICES RELATING TO ANY WORK PERFORMED BY A SUBCONTRACTOR ARE SUBJECT TO NON- PAYMENT IF PRIOR WRITTEN APPROVAL HAS NOT BEEN RECEIVED BY THE DIRECTOR OF PURCHASING.

15. TERMINATION: THIS AGREEMENT SHALL CONTINUE IN FORCE UNTIL THE END OF ITS TERM AND SHALL AUTOMATICALLY TERMINATE AT THE END OF ITS TERM, UNLESS COUNTY TERMINATES THIS AGREEMENT EARLIER BY PROVIDING THIRTY (30) DAYS' NOTICE TO CONTRACTOR OF ITS INTENT TO TERMINATE.

COUNTY MAY TERMINATE THIS AGREEMENT AT ANY TIME FOR ANY REASON WITH OR WITHOUT CAUSE; HOWEVER, IN THE EVENT COUNTY ELECTS TO TERMINATE THIS AGREEMENT, CONTRACTOR SHALL BE ENTITLED TO COMPENSATION FOR SERVICES PROVIDED UP TO THE POINT OF TERMINATION.

- 16. IF ANY ALLEGED ERRORS ARE NOTED IN THE DOCUMENT SPECIFICATIONS, BIDDER SHOULD IMMEDIATELY NOTIFY THE COUNTY AND, IF ACCEPTED, A BULLETIN SHALL BE SENT TO ALL BIDDERS. A COPY OF ALL BULLETINS ISSUED SHALL BE SUBMITTED WITH THE BID DOCUMENTS TO THE COUNTY.
- 17. IN COMPLETING THE BID DOCUMENTS, BIDDER SHOULD NOT ADD, DELETE OR VARY ANY OF THE TERMS OR CONDITIONS OR THE DOCUMENTS PREPARED BY THE COUNTY.

 IF THE BIDDER MAKES ANY SUBSTANTIAL CHANGES IN ANY OF THE DOCUMENTS, THE COUNTY MAY, IN ITS DISCRETION, EITHER REJECT THE BID OR WAIVE THE DISCREPANCY. BIDDER WARRANTS THAT ALL GOODS AND SERVICES DESCRIBED BY THE BIDDER IN ITS BID, AND ALL SAMPLES SUBMITTED BY BIDDER TO THE COUNTY SHALL CONFORM TO THE SPECIFICATIONS. THE DIRECTOR OF PURCHASING & THE COUNTY SOLICITOR MAY WAIVE INSUBSTANTIAL ERRORS IN THE BID/BID AND SPECIFICATIONS.
- 18. ALL BIDDERS MUST BE MERCHANTS DEALING IN THE GOODS AND SERVICES ON WHICH THEY PROPOSE AND MUST BE QUALIFIED TO ADVISE AS TO THEIR APPLICATION AND USE. BIDDERS/BIDDERS WARRANT, AND MUST BE ABLE, UPON REQUEST, TO DEMONSTRATE, THAT THEY POSSESS THE KNOWLEDGE, EXPERIENCE, SKILL, CAPITAL, STOCK, CHARTERS, LICENSES, PERMITS, PATENTS AND PERSONNEL NECESSARY TO SATISFACTORILY PERFORM THE CONTRACT FOR WHICH THEY SUBMIT BIDS.
- 19. THE COUNTY MAY, AT ITS DISCRETION, PROVIDE A BID FORM IN ELECTRONIC FILE (EXCEL SPREADSHEET FORMAT). IF APPLICABLE FOR THIS PROJECT, THE ELECTRONIC FILE MAY BE DOWNLOADED FROM OUR WEBSITE, OR IS INCLUDED WITH BID DOCUMENTS MADE AVAILABLE AS

 OUTLINED HEREIN. BE ADVISED THAT USE OF THE BID FORM MADE AVAILABLE ELECTRONICALLY IS AT THE BIDDER'S DISCRETION. THE BIDDER ASSUMES FULL RESPONSIBILITY FOR THE INTEGRITY OF THE COMPLETED BID FORM SUBMITTED AND

ACKNOWLEDGES THAT NO CHANGES OR ALTERATIONS TO THE BID FORM STRUCTURE OR CONTENT, OTHER THAN THE BIDDER'S PRICING, ARE ALLOWED. SHOULD ANY CHANGES OR ALTERATIONS TO THE BID FORM STRUCTURE OR CONTENT BE

DETECTED, THE BID MAY BE DETERMINED TO BE NONRESPONSIVE AND, THEREFORE, DISQUALIFIED.

THE COUNTY RESERVES THE RIGHT TO CORRECT FORMULA ERRORS ON THE BID FORM.

- 20. THE BIDDER WILL QUOTE PRICE FOR SUCH QUANTITIES AS SHOWN AND NO CHANGE IN PRICE WILL BE MADE DURING THE PERIOD OF THE CONTRACT.
- 21. WASHINGTON COUNTY RESERVES THE RIGHT TO ADD ADDITIONAL LIKE SUPPLIES AND/OR SERVICE TO EXISTING CONTRACT THROUGHOUT TERM OF CONTRACT BASED ON AN AGREED UPON COST.

ADDITIONAL LIKE SERVICE OR SUPPLIES ARE NOT TO BE PROVIDED WITHOUT WRITTEN APPROVAL. IF PRIOR APPROVAL

HAS NOT BEEN RECEIVED, INVOICES ARE SUBJECT TO NONPAYMENT.

22. ALL WORK OR COMMODITY EXCEEDING \$20,100

MUST RECEIVE PRIOR APPROVAL BY THE WASHINGTON COUNTY BOARD OF COMMISSIONERS.

23. ONE PRICE ONLY WILL BE CONSIDERED FOR EACH

ITEM. WHEN TWO PRICES ARE QUOTED BOTH WILL BE REJECTED.

- 24. ALL ITEMS SUBJECT TO TESTING AFTER DELIVERY.
- 25. Unless otherwise provided in the specifications, all goods supplied to the County will be from New, unused, or current stock.
- 26. WARRANTY: UNLESS OTHERWISE NOTED BY WASHINGTON COUNTY IN THE GENERAL TERMS AND CONDITIONS, THE BIDDER WARRANTS THAT ALL PRODUCTS,

EQUIPMENT, SUPPLIES, AND OR SERVICE DELIVERED UNDER

THIS CONTRACT SHALL BE COVERED BY THE INDUSTRY
STANDARD OR BETTER WARRANTY. ALL PRODUCTS AND
EQUIPMENT SHALL CARRY A MINIMUM INDUSTRY

STANDARD

MANUFACTURER'S WARRANTY THAT INCLUDES MATERIALS AND LABOR. DEALER/DISTRIBUTERS AGREE TO ASSIST THE PURCHASER IN REACHING A SOLUTION IN A DISPUTE OVER WARRANTY'S TERMS WITH THE MANUFACTURER.

27. NO BIDDER/BIDDER MAY SUBMIT MORE THAN ONE BID/BID FOR THE SAME ITEM, NOR MAY HE SUBMIT MULTIPLE

BY OR THROUGH THE AGENCY OF ANY PARTNER, EMPLOYEE, OR OTHER PERSON

28. BY SUBMITTING A BID/BID, THE BIDDER/BIDDER

AGREES TO DELIVER TO THE COUNTY, AT THE COUNTY'S

REQUEST AT NO ADDITIONAL COST TO THE COUNTY, SAMPLES

OF ANY GOODS OR WORKMANSHIP BID. SAID SAMPLES WILL BE RETURNED TO THE BIDDER, IF REQUESTED WITHIN TEN (10)

DAYS OF BID AWARD; PROVIDED, HOWEVER, THAT THE
COUNTY SHALL NOT BE LIABLE FOR DAMAGE TO OR
DESTRUCTION OR CONSUMPTION OF THESE SAMPLES
OCCURRING IN THE ORDINARY COURSE OF REASONABLE
INSPECTION AND TESTING. INSPECTION OR TESTING BY THE
COUNTY DOES NOT CONSTITUTE A WAIVER OF ANY CLAIMS OR
RIGHTS WHICH THE COUNTY WOULD OTHERWISE HAVE WITH
RESPECT TO THE QUALITY OF GOODS OR WORKMANSHIP.

- 29. UNLESS OTHERWISE PROVIDED IN THE SPECIFICATIONS, ANY REFERENCES IN THE SPECIFICATIONS TO THE QUANTITIES OF GOODS OR FREQUENCY OF SERVICES TO BE PROVIDED TO THE COUNTY ARE ESTIMATES, AND THE COUNTY RESERVES THE RIGHT TO REQUIRE THE SUCCESSFUL BIDDER TO PROVIDE MORE OR LESS THAN THE ESTIMATED QUANTITY OR FREQUENCY, OR TO PURCHASE NONE AT ALL. IF THE COUNTY REQUIRES MORE THAN THE ESTIMATED QUANTITY DURING THE BID PERIOD, THE BIDDER SHALL SUPPLY SUCH ADDITIONAL QUANTITY AT THE PER UNIT COST SUBMITTED IN THEIR BID.
- 30. UNLESS OTHERWISE PROVIDED IN THE SPECIFICATIONS, ALL PRICES SHALL REMAIN FIXED THROUGHOUT THE TERM OF THE CONTRACT, AND BID CONTAINING ESCALATION, DISCOUNT, OR OTHER PRICE ADJUSTMENT PROVISIONS WILL BE REJECTED IF SUCH PROVISIONS ARE NOT CONSISTENT WITH A COMMON STANDARD AGAINST WHICH ALL BIDS MAY BE JUDGED.
- 31. ERRORS IN BIDS: WHEN AN ERROR IS MADE IN EXTENDING TOTAL PRICES, THE UNIT BID/BIDDER PRICE WILL GOVERN. ERASURES IN BIDS MUST BE INITIALED BY THE BIDDER. CARELESSNESS IN QUOTING PRICES, OR IN PREPARATION OF BID/BID OTHERWISE, WILL NOT RELIEVE THE

BIDDERS ARE CAUTIONED TO RECHECK THEIR BIDS FOR POSSIBLE ERRORS. ERRORS DISCOVERED AFTER PUBLIC OPENING CANNOT BE CORRECTED AND THE BIDDER/BIDDER WILL BE REQUIRED TO PERFORM IF HIS OR HER BID IS ACCEPTED.

- 32. ALL BILLING IS TO BE DONE ON A MONTHLY BASIS AND IN UNIT AMOUNTS INDICATED ON BID/BID. INVOICES AND DELIVERY SLIPS MUST REFERENCE THE CONTRACT NUMBER AND BID/BID ITEM NUMBER. INVOICES THAT DO NOT REFERENCE THE CONTRACT NUMBER, BID/BID ITEM NUMBER AND THE CORRECT UNIT AMOUNTS WILL BE RETURNED. BILLING MUST BE CURRENT, ANY BILLS ISSUED AFTER 90 DAYS WILL NOT BE CONSIDERED.
- 33. "Under Section 204(12) of the Tax Revenue Code sales of tangible personal property to Washington County are not taxable. Under Section 204(57) of the Tax Revenue Code the sale at retail by a construction contractor of building machinery and equipment and services thereto to Washington County is also not taxable. Purchases by a contractor are taxable to the contractor except for purchases that are not taxable pursuant to the above provisions."
 - 34. UNLESS OTHERWISE PROVIDED IN THE INVITATION FOR BID/BID, THE NAME OF A CERTAIN BRAND, MAKE OR

MANUFACTURER DOES NOT RESTRICT BIDDERS/BIDDERS TO

THE SPECIFIC BRAND, MAKE OR MANUFACTURER NAMED;

CONVEYS THE GENERAL STYLE, TYPE, CHARACTER, AND QUALITY OF THE ARTICLE DESIRED, AND ANY ARTICLE WHICH

THE COUNTY IN ITS SOLE DISCRETION DETERMINES TO BE EQUAL OF THAT SPECIFIED, CONSIDERING QUALITY, WORKMANSHIP, ECONOMY OF OPERATION, AND SUITABILITY FOR THE PURPOSE INTENDED, SHALL BE ACCEPTED.

35. BIDDER/BIDDER AGREES AND WARRANTS THAT WHENEVER THE BIDDER/BIDDER, IN ITS BID/BID, DESCRIBES

ANY GOODS BY TRADE NAME, CATALOG NUMBER OR "AS PER

SAMPLE" THE GOODS SO DESCRIBED CONFORM TO THE SPECIFICATIONS. WHEN A "NAME BRAND" IS SPECIFIED, IT IS

FOR REFERENCE ONLY. THE PRODUCT SUPPLIED IS TO BE OF

SAME QUALITY AS BRAND SPECIFIED. IF NOT NOTED, IT WILL

BE ASSUMED THAT THE VENDOR IS SUPPLYING NAME BRAND

SPECIFIED. VENDOR MUST PROVIDE DOCUMENTATION

AND/OR SAMPLE THAT ALTERNATE BRAND MEETS SPECIFICATIONS.

36. PRODUCT ENDORSEMENT: CONTRACTING
WITH A VENDOR AS A RESULT OF THIS BID/BID
WILL NOT CONSTITUTE

AN ENDORSEMENT OR SUGGESTION, BY WASHINGTON COUNTY, THAT THE VENDOR'S PRODUCT OR SERVICES ARE

The best or only solution. In submitting a $\operatorname{Bid}/\operatorname{Bid}$ the

VENDOR AGREES TO MAKE NO REFERENCE TO WASHINGTON

COUNTY IN ANY LITERATURE, PROMOTIONAL MATERIAL, BROCHURES, SALES PRESENTATION OR THE LIKE WITHOUT THE

EXPRESS WRITTEN CONSENT OF THE WASHINGTON COUNTY BOARD OF COMMISSIONERS.

37. Unless otherwise provided in the specifications, where more than one item is listed on

THE BID/BID, THE COUNTY MAY MAKE A SINGLE AWARD COVERING ALL ITEMS LISTED, OR A SEPARATE AWARD FOR EACH ITEM, OR AWARDS FOR ANY COMBINATION OR COMBINATIONS OF ITEMS, WHICHEVER IS IN THE BEST INTEREST OF THE COUNTY.

- 38. EQUAL LOW BIDS/BIDS: WHEN TIE BIDS/BIDS OCCUR, AWARDS MAY BE MADE ON THE FOLLOWING BASIS:
 - A) PAST PERFORMANCE
 - B) LOCAL SUPPLIER (VENDOR WITHIN WASHINGTON COUNTY)
 - C) Splitting awards
- 39. THE COUNTY RESERVES THE RIGHT TO REJECT THE BID/BID OF ANY BIDDER/BIDDER WHO HAS FAILED TO SATISFACTORILY PERFORM ANY OBLIGATIONS TO THE COUNTY.
- 40. THE COUNTY RESERVES THE RIGHT TO REJECT ALL BIDS/BIDS, IF DETERMINES THAT SUCH REJECTION IS IN THE BEST INTERESTS OF THE COUNTY.
- 41. THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY INFORMATION PROVIDED BY THIRD-PARTY SOURCES. THE

COUNTY WILL NOT ACCEPT BID/BID FORMS PROVIDED BY THIRD-PARTY SOURCES.

42. If a re-bid is required for any service/commodity, interested vendors must obtain

REVISED DOCUMENTS PROVIDED BY THE COUNTY TO BE CONSIDERED.

43. IF THIS BID/BID IS SUBJECT TO THE "STEEL PROCUREMENT ACT", 1978, MARCH 3, P.L. No. 3: 1, 73 P.S.

:1881, ET SEQ., A CERTIFICATE OF SUCH MUST BE INCLUDED.

44. PLEASE SUBMIT OSHA MATERIAL SAFETY
DATA

SHEET FOR ANY PRODUCT CONTAINING HAZARDOUS SUBSTANCES TO WASHINGTON COUNTY.

45. ALL BIDS/BIDS ARE TO BE SUBMITTED IN INK
OR TYPEWRITTEN. SEALED BIDS/BIDS WILL BE
RECEIVED ONLY

BETWEEN THE HOURS OF 9:00 A.M. AND 4:30 P.M. AT THE WASHINGTON COUNTY CONTROLLER'S OFFICE, 95 WEST BEAU STREET, STE 403, WASHINGTON PA 15301. BIDS DELIVERED TO AN ADDRESS OTHER THAN AS SPECIFIED, WILL NOT BE CONSIDERED. WASHINGTON COUNTY WILL NOT ACCEPT RESPONSIBILITY FOR BID OR BID/BID RESPONSE BEING DELIVERED BY THIRD PARTY CARRIERS.

46. UNLESS STATED OTHERWISE, ALL ITEMS
REQUIRING DELIVERY ARE TO BE DELIVERED
INSIDE COUNTY BUILDING AS

DESIGNATED BY THE WASHINGTON COUNTY PURCHASING AGENT. ALL PRICES MUST INCLUDE INSIDE DELIVERY. THE COUNTY WILL NOT PAY FOR DELIVERY CHARGES.

47. ALL DELIVERIES REQUIRE "PROOF OF DELIVERY" SIGNED BY A COUNTY AUTHORIZED REPRESENTATIVE.

WASHINGTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY ORDERS MISPLACED WITHOUT A SIGNED PROOF OF DELIVERY.

- 48 IN THE EVENT PROMPT DELIVERY IS NOT MADE, THE CONTRACTOR AND/OR HIS SURETY WILL BE HELD RESPONSIBLE FOR THE DIFFERENCE IN COSTS OF MATERIALS PURCHASED ELSEWHERE OVER THAT SPECIFIED IN THE CONTRACT.
- 49. WASHINGTON COUNTY WILL HAVE NO FINANCIAL OBLIGATIONS TO ANY VENDOR FOR DELIVERIES THAT DO NOT MEET OUR SPECIFICATIONS.

If item or items are not picked up within thirty (30) days of delivery, Washington County will dispose of them.

50. NO INTERPRETATION OF THE MEANING OF THE PLANS, SPECIFICATIONS, OR OTHER PRE-BID/BID DOCUMENTS WILL BE MADE TO THE BIDDER/BIDDER ORALLY. EVERY

REQUEST FOR SUCH INTERPRETATION SHOULD BE IN WRITING ADDRESSED TO WASHINGTON COUNTY PURCHASING OFFICE, 95 WEST BEAU ST. SUITE 402, WASHINGTON PA 15301. TO BE CONSIDERED THE REQUEST MUST BE RECEIVED AT LEAST 10 DAYS PRIOR TO THE DATE FIXED FOR OPENING OF THE BID/BID.

51. PURSUANT TO ACT 142, SENATE BILL 1154, EFFECTIVE FEBRUARY 20, 2001: THE CONTRACT SHALL BE

AWARDED, OR ALL BIDS/BIDS SHALL BE REJECTED, WITHIN THIRTY DAYS OF THE OPENING OF THE BIDS/BIDS, EXCEPT FOR BIDS SUBJECT TO 62 PA.C.S.

(RELATING TO PROCUREMENT). THIRTY-DAY EXTENSIONS OF THE DATE FOR THE AWARD MAY BE MADE BY MUTUAL

WRITTEN CONSENT OF THE COMMISSIONERS AND ANY BIDDER/BIDDER WHO WISHES TO REMAIN UNDER CONSIDERATION FOR AWARD. THE COMMISSIONERS SHALL

EXCUSE

FROM CONSIDERATION ANY BIDDER/BIDDER NOT WISHING TO

AGREE TO A REQUEST FOR EXTENSION OF THE DATE FOR THE

AWARD AND SHALL RELEASE SUCH BIDDER FROM ANY BID BOND OR SIMILAR BID SECURITY FURNISHED UNDER SUBSECTION (F).

52. Pursuant to Act 142, Senate Bill 1154, Effective February 20, 2001: The commissioners may

REQUIRE THAT ANY BIDS ADVERTISED BE ACCOMPANIED BY

CASH, BY A CERTIFIED CHECK, CASHIERS CHECK, BANK GOOD FAITH CHECK OR OTHER IRREVOCABLE LETTER OF CREDIT IN A

REASONABLE AMOUNT DRAWN UPON A BANK AUTHORIZED TO

DO BUSINESS IN THIS COMMONWEALTH, OR BY A BOND WITH

CORPORATE SURETY IN A REASONABLE AMOUNT. WHENEVER

IT IS REQUIRED THAT A BID BE ACCOMPANIED BY CASH,
CERTIFIED CHECK, CASHIER'S CHECK, BANK GOOD FAITH
CHECK OR OTHER IRREVOCABLE LETTER OF CREDIT OR BOND,
NO BID SHALL BE CONSIDERED UNLESS SO ACCOMPANIED.
BID SECURITIES OF UNSUCCESSFUL BIDDERS SHALL BE
RETURNED UPON OFFICIAL AWARD. BID SECURITY OF
SUCCESSFUL BIDDER SHALL BE RETURNED UPON EXECUTION

53. BID/BID RESULTS ARE AVAILABLE FOR REVIEW BY ALL VENDORS. APPOINTMENTS TO REVIEW BIDS/BIDS ARE

ENCOURAGED. DUE TO THE TIME INVOLVED AND THE VOLUME OF BIDS PROCESSED BID TABULATIONS ARE NOT MAILED OR READ OVER THE PHONE. THE BID TABULATION SHEETS ARE POSTED ON THE WASHINGTON COUNTY WEBSITE FOR THIRTY (30) DAYS AFTER BID AWARD. WEBSITE ADDRESS: WWW.CO.WASHINGTON.PA.US.

- 54. DRUG FREE WORKPLACE. DURING THE PERFORMANCE OF AGREED UPON CONTRACT, THE OFFEREE AGREES TO PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTORS' EMPLOYEES. POST A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL USE OF A CONTROLLED SUBSTANCE IS PROHIBITED. SPECIFY THE ACTIONS THAT WILL BE TAKEN FOR EMPLOYEES IN VIOLATION. STATE IN ALL SOLICITATIONS THAT THE CONTRACTOR REMAINS A DRUG FREE WORKPLACE.
- 55. ENVIRONMENTAL MANAGEMENT: CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE ENVIRONMENTAL REGULATIONS.

OF AN AGREEMENT.

NONDISCRIMINATION CLAUSE

<u>During the term of this contract, Contractor agrees as</u> follows:

- 1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- Contractor shall, in advertisements or requests for employment, placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- 3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor.
- 4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or

- made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- 5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- 6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
- 7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- 8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among its employees.
- Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
- 10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

ANTI-COLLUSION AFFIDAVIT WASHINGTON COUNTY, PA

The undersigned bidder, deposes and says that he is the ______ of the bidder; that he is authorized to make this statement on behalf of the bidder, and he hereby certifies on behalf of the bidder that:

- 1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement for the purpose of restricting Competition with any other contractor, bidder or potential bidder.
- 2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- 3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4. The bid submitted by the bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5. The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
- 6. The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
- 7. I have made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other inconsistent with any of the statements and representations made in this Statement.
- 8. No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.
- 9. It is understood that if any incidents resulting in conviction or being found liable are, set forth in (10) below, the Pennsylvania Anti Bid Act, 73 P.S. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a government agency under rules and regulations of that agency (language omitted).

NAME OF BIDDER:SIGNATURE:	
AND; its affiliates, subsidiaries, officers, directors and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act p State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, of follows: I hereby state that the signatories herein understand and acknowledge that the above representations are material and impositions.	except as
will be relied on by Washington County, Pennsylvania in awarding the contract(s) for which this bid is submitted. I under any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Washington County, Pennsylv true facts relating to the submission of bids for this contract.	rstand that
NOTARIZED BY:	
Sworn to and subscribed before me the undersigned notary public this	
day of, 20 (NOTARY PUBLIC STAMP:)	

BID DOCUMENT

DEPOSIT AND OPENING OF BIDS

3.

- 1. Sealed bids must be deposited with the Washington County Controller, 95 West Beau Street, Suite 430, Washington, PA 15301, by 11:00 A.M., prevailing time on Monday, August 25th, 2025. The bids will be publicly opened and read aloud in the same location. Late bids will not be accepted. Bidder should be prepared to honor the requested substantial completion deadline of sixty (60) days following Notice to Proceed.
- 2. <u>IMPORTANT</u> Be sure to show figures in ink or typewritten, sign the bid form and attach as a proposal guaranty the appropriate bid bond in the amount of at least ten percent (10%) of the total bid.

	F	AX
_		(from bid tabulation pa

furnishing all labor, equipment and materials and to perform all work in a substantial and workmanlike manner, in accordance with the contract documents as prepared by AE Works, and as indicated on the contract drawings.

- 4. This bid must be filled in by the bidder in ink, or typewritten, and any omission of bid prices, where a bid is made, will be sufficient to cause rejection of bid as informal. Owner reserves the right to reject any and all bids, and to waive any informalities, defects, or irregularities in the bids.
- 5. In accordance with the advertisement inviting bids for and in conformity to the contract documents on file at the office of Washington County Purchasing and the supplements and revisions attached hereto and made a part hereof, the bidder hereby certifies that bidder is the only person(s) interested in this bid as principal(s); that it is made without collusion with any persons, firm or corporation; that an examination has been made of the contract documents, and he (they) has (have) had sufficient time to investigate and is (are) satisfied as to the character of the contract, that bidder proposes to furnish and deliver to Washington County.

- 6. It is further proposed to execute the contract including the bonds and insurance forms, in accordance with the requirements of the contract documents. The successful bidder will be permitted to develop the required fabrication drawings upon award of the contract and the contract construction time will commence upon County approval of the fabrication drawings.
- 7. It is understood that if the work is not completed within the time specified on the Notice to Proceed, or such extensions thereof as may be granted in accordance with the specifications, Contractor shall pay the County liquidated damages in the amount of \$500.00 for each and every consecutive calendar day thereafter, until the work shall be completed and accepted.

Enclosed is denositor	s check certified by (name of bank o	of danceit) cash cashiar's chack
•	other irrevocable letter of credit, or a	1 / · · · ·
Washington County a	least ten percent (10%) of the tota s a proposal guaranty which, it is und cute and return the contract in accorda	lerstood, will be forfeited in case
•	owledges receipt of the following Ado included in the bid sum.	denda and that the cost, if any, of
Addenda No	Dated	
Addenda No.	Dated	

Addenda No. Dated

10. Signatures

INDIVIDUAL OR PARTNERSHIP BIDDERS

The _		is an individual or partnership trading
under	a fictitious or assumed name and (has)(has	s not) been registered under the Fictitious Name Act
of Pen	nnsylvania, namely the Act of May 24, 194	5, P.L. 967. (Delete inapplicable term.)
1.	(To be used only if bid	dder is an individual.)
		(SEAL)
	Witness	Bidder
		D.i.a. IN
2	(To be seed only if hi	Printed Name
2.	(To be used only if bid	dder is a partnership.)
		(SEAL)
	Contracto	r-Partnership
	Contracto	i-i armeismp
		(SEAL)
	Witness	(~2.12)
		(SEAL)
	Witness	
FOR (CORPORATE BIDDERS	
The _		is a Corporation organized and
	existing under the laws of	and (has)(has not) been granted a
		Pennsylvania, as required by the business
	corporation law approved May 5, 1933, I	P.L. 364 as amended. (Delete inapplicable term.)
		(CEAL)
		Nome of Comparison (SEAL)
		Name of Corporation
	$_{ m RV}$	(SEAL)
	ВТ _	(SE/IE)
		Printed Name
ATTE	EST	
		Title
	Secretary	

SIGNATURE PAGE

ATTEST:	
(Secretary if bid by a Corporation)	Name of Proposer
ADDRESS:	
(Signature of Proposer)	(Typed Name of Proposer-Must be an Officer)
Phone #:	
EMAIL:	
FAX:	

WE ARE REQUIRED TO ISSUE A FORM 1099/W-9 FOR PAYMENTS PROCESSED

THIS FORM MUST BE RETURNED WITH BID PROPOSAL

ESTIMATED ITEM QUANTITIES / BID PRICES 082525-CHS Shoring

ITEM NO.	ITEM DESCRIPTION	<u>UNIT</u>	QTY.	TOTAL PRICE
1)	Mobilization	LS	1	
2)	Site Controls	LS	1	
3)	Permanent Tieback System Design	LS	1	
	Design, Install, Removal of temporary shoring of the existing garage decks – making them suitable for construction			
4)	equipment.	LS	1	
5)	Scan Existing Garage Walls – Identify Reinforcement Steel Zones	LS	1	
6)	Minor Demolition (Existing Garage) Enabling Equipment Access	LS	1	
7)	Test Pits as Shown Exhibit A – Excavation Support Plan	LS	1	
8)	Installation of Permanent Tiebacks – Class 1 Corrosion Protection	LS	1	
9)	Performance and Proof Testing on Tiebacks	LS	1	
10)	Compressive Strength Testing of Tieback Grout	LS	1	
11)	Ventilation, Site Care	LS	1	
12)	Permits	LS	1	
13)	Payment and Performance Bonds	LS	1	
14)	Fee	LS	1	
TOTAL BID PRICE:			\$	

Bid Price Written:		
	(\$)

BID BOND

KNO	W ALL MEN BY THESE PRESENTS: that	
	Name of Contractor	
	Address of Contractor	
a Corpo	, hereinafter called the Principal, are pration, Partnership or Individual	nd
	Name of Surety	
	Address of Surety	
herein	nafter called Surety, are held and firmly bound unto	
	Name of Owner	
	Address of Owner	
herein	nafter called Owner, in the penal sum of	
	Dollars, (\$) in lawful money of the Unites, for the payment of which sum well and truly to be made, we bind ourselves, successors and pointly and severally, firmly by these presents.	
WHE	REAS, the PRINCIPAL has submitted a BID to the OWNER date, to perform certain work in connection with the permane	
plans,	ng of Washington County Washington County New Public Safety Building, pursuant, specifications and other related documents constituting the CONTRACT DOCUMENTS red by Washington County.	to
A.	If said BID shall be rejected, or in the alternate.	
B.	If said BID shall be accepted and the Principal shall execute and deliver a contract in the for of Contract attached hereto (properly completed in accordance with said BID) and shafurnish a bond for his faithful performance of said contract, and for the payment of all	

persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, this instrument is exec	
	(number)
one of which shall be deemed an original, this	day of,
ATTEST:	Principal
Principal Secretary By_	
SEAL	
Witness as to Principal	Address
Address	
	Surety
ATTEST:	
Surety Secretary	Attorney-in-Fact
SEAL	

Witness as to Surety	Address	
Address		
, ,	bonds must appear on the Treasury Department's radio and be authorized to transact business in the sta	
KNOW ALL MEN BY THESE PRESI	ENTS: that	
	Name of Contractor	
	Address of Contractor	
aCorporation, Partnership or Individual	, hereinafter called the Prin	ncipal, and
	Name of Surety	
	Address of Surety	
hereinafter called Surety, are held and	firmly bound unto	
Washington County	Name of Owner	
95 West Beau Street, V	<u> </u>	
	Address of Owner	
hereinafter called Owner, in the penal	sum of	

Dollars, (\$) in lawful money of the United
States, for the payment of which sum well an assigns, jointly and severally, firmly by these	d truly to be made, we bind ourselves, successors and
WHEREAS, the PRINCIPAL has submitted a	BID to the OWNER dated,
to perform certain work in connec	tion with the construction of
and other related documents constituting the C County.	pursuant to plans, specifications ONTRACT DOCUMENTS as prepared by Washington
undertakings, covenants, terms, conditions and thereof, and any extensions thereof which may Surety and during a ONE YEAR guaranty princurred under such contract and shall fully in and damages which it may suffer by reason of the surface of the s	well, truly and faithfully perform its duties, all the d agreements of said contract during the original term be granted by the Owner, with or without notice to the eriod, and if he shall satisfy all claims and demands adminify and save harmless the Owner form all costs of failure to do so, and shall reimburse any repay the oner may incur in making good any default, then this in full force and effect.
change, extension of time, alteration or additional thereunder, or the specifications accompanying	for value received, hereby stipulates and agrees that no n to the terms of the contract or to work to be performed g the same, shall in any way affect its obligation on this uch change, extension of time, alteration or addition to he specifications.
PROVIDED, FURTHER, that no final settler the right of any beneficiary hereunder, whose	nent between the Owner and Contractor shall abridge claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is	
one of which shall be deemed an original, this	(number) day of,
·	
ATTEST:	Principal
	By
Principal Secretary	

SEAL

Witness as to Principal	Address
Address	
ATTEST:	Surety
	PB-27
Surety Secretary	Attorney-in-Fact
SEAL	
Witness as to Surety	Address
Address	

NOTE: 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.

(ATTACH POWER OF ATTORNEY WITH COMPLETED CERTIFICATE)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we

(Contractor)	
hereinafter called the PRINCIPAL, and	
(Surety)	
hereinafter called the SURETY, are held and firmly bound unto	
(Owner)	
in the penal sum of	
dollars (\$), for the payment of which we bind ourselves, our hel administrators, successors and assigns, jointly and severally, firmly by these presents.	p, executors,
WHEREAS, the PRINCIPAL has submitted a BID to the OWNER dated	
to perform certain work in connection with the construction of	
	pursuant to
plans, specifications and other related documents constituting the CONTRACT DOC prepared by Washington County.	UMENTS as
NOW, THEREFORE, the condition of this BOND shall be such that:	

If the OWNER awards the CONTRACT on the basis of the BID referred to above, and

If the PRINCIPAL and all of the PRINCIPAL'S subcontractors to whom any portion of the work provided for in said CONTRACT is sublet, and all assignees of the PRINCIPAL, and all assignees of such subcontractors, promptly shall pay, or shall cause to be paid, all monies which may be due any person, co-partnership, association or corporation for all material furnished, labor supplied or performed and equipment rented in the prosecution of the work provided for in said CONTRACT or in any amendment, extension or addition to said CONTRACT, whether or not the said material, labor or service entered into and became component parts of the work, or improvement contemplated by said CONTRACT, or any amendment, extension or addition to said CONTRACT, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

The PRINCIPAL and the SURETY stipulate and agree that any alterations, changes or additions to the terms of said CONTRACT or any alterations, changes or additions to the work to be performed and the materials to be furnished under said CONTRACT, or any alterations, changes or additions to the CONTRACT DOCUMENTS accompanying the said CONTRACT and constituting a part of the said performance of the said CONTRACT, or any act of forbearance on the part of either PRINCIPAL and the SURETY, or either of them, their heirs, executors, administrators, successors and assigns, will not release them from their liability hereunder, or affect in any way, their obligations hereunder, and the SURETY, for value received, does hereby waive notice of any such alteration changes, additions, extensions of time or forbearance.

The PRINCIPAL and the SURETY hereby jointly and severally agree with the OWNER that every person, co-partnership, association or corporation who, whether as subcontractor, or otherwise, has furnished material, or has supplied or performed labor, or has furnished equipment, in the prosecution of the work as above provided and who has not been paid therefore, may sue in assumpsit on this BOND, as though such person, co-partnership, association or corporation were named herein, and may prosecute the same to final judgment for such sum or sums as may be justly due, and may have execution thereon; provided, however, that the OWNER shall not be liable for payment of any costs or expenses of such suit; but any such action or proceeding shall be brought within one year after the time the cause of action accrued, all as provided by pertinent statutes.

It further is agreed that, in case of default in and/or any action arising out of the rights secured by this BOND, any party hereto, or any person, co-partnership, association or corporation entitled to bring an action as provided above, may use, for the purpose of establishing his, its or their claim, a copy of this BOND, duly certified by the OWNER to be a true and correct copy; and any action brought to enforce this BOND shall not be a bar to any subsequent action.

IN WITNESS WHEREOF, the PRINCIPA	AL and SURETY have executed this instrument
	day of,, the name te party being hereto affixed and these presents duly authority of its governing body.
	Corporation - Contractor
(Affix Corporate Seal)	Business Address
Business Address ATTEST:	
Pres	ident Secretary
	Partnership - Contractor
Witness	
	Partner

		(SEAL)
Witness		
	Partner	
	Business Address	
	Business Address	
	Surety Company	
Witness	Attorney-in-Fact	
ATTEST:		
Secretary		

(ATTACH POWER OF ATTORNEY WITH COMPLETED CERTIFICATE)

IMPORTANT: Surety companies execution 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.

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the Undersigned

(Full	name and address or legal title of Contractor)
as Principal, and	
(Fu	ull name and address or legal title of Surety)
a (Partnership, Corporati	, formed under the laws of the ion, etc.)
State of	as Surety, are held and firmly bound unto
(Fu	all name and address or legal title of Owner)
as Owner as hereinafter set f	forth, in the full and just sum of
agents, to which payment wi administrators, and successo sum well and truly to be m	oney of the United States of America, to be paid to the said owner or its ill and truly to be made and done, we bind ourselves, our heirs, executors, ors, jointly and severally, firmly by these presents, the payment of which hade, the said principal and the said Surety, bind ourselves, our heirs, accessors and assigns, jointly and severally, firmly, by these presents.
Signed and sealed this	, day of,
WHEREAS, the abo	ve bounden Principal has entered into a contract with
dated the	(Owner)
dated the	day of,
	(Full description of project)

and a same and a same and a same distance as in said Contract means most and and a same

upon certain terms and conditions as in said Contract more particularly mentioned; and WHEREAS, it

is one of the conditions of the award that these presents are such

That is the above bounden Principal, as Contractor, shall remedy without cost to said Owner any defects which may develop during a period of ONE (1) YEAR from the date of completion and acceptance of the work performed under said Contract, provided such defects, in the judgement of said Owner or it's successor, having jurisdiction in the premises, are caused by defective or inferior materials or workmanship.

It is agreed that the alternations which may be made in the terms of the Contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the owner of 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 or assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations, extension of forbearance being hereby waived.

It is further agreed that in case of default in and/or any action arising out of rights and liabilities secured by this obligation, any party hereto or any person claiming by or through either may use for the purposes of establishing His, Its or Their claim a copy of this obligation certified by said Owner and the action or actions, if any arising on the within bond, shall not be a bar to any subsequent action which may arise through any liability incurred in any other action thereon and based upon any other part of this obligation.

IN WITNESS WHEREOF, the said principal and Surety have duly executed this bond, under seal, the day and year above written.

	(Seal
	(Principal)
(Witness)	
	(Title)
	(Seal
	(Surety)
(Witness)	

(Witness) (Partnership - Contra	
(Witness)	ictor)
(Partner)	
(Partner)	
	(SEAL)
(Witness)	
(Partner)	
(Business Address))
- (Business Address	s)
(Surety Co	ompany)
(Witness)	
(Attorney-in-Fact))
TTEST:	

NOTICE TO PROCEED

TO:	
Cor	ntractor
Ac	ddress
Project: WASHINGTON COUNTY NEW PUBL SHORING	LIC SAFETY BUILDING – PERMANENT
You are hereby notified to commence we	ork in accordance with the Agreement dated
,, on or t	pefore, and
	(0) consecutive calendar days thereafter. The date
of completion of all work is, therefore,	·
	Owner
	By
	(Name)
	(Title)
ACCEPTANCE OF NOTICE	
Receipt of the above Notice to Proceed is hereby acknowledged by	
this,	
·	
By	
T:41.	

CHANGE ORDER

	Change Order No.		
		Date	
Project:			
Owner:			
Contractor:			
The following changes are hereby made to	o the Contract Do	cuments:	
Description and Reasons for Change:			
<u>Chang</u>	ge to Contract Pr	<u>ice</u>	
Original Contract Price	\$		
Current Contract Price adjusted by previo Change Order			
The Contract Price due to this Change Or	der will be (increa	sed) (decreased) by	\$
The new Contract Price including this Change Order will be	\$		
<u>Chang</u>	ge to Contract Ti	<u>me</u>	
The Contract Time will be (increased) (de	ecreased) by	calendar days.	
The date for completion of all work will b	pe		
		(Date)	
Request by(Owne		(Date)	
Accepted by	(Contra	ctor)	(Date)

TECHNICAL SPECIFICATIONS

- 1. All work under this Contract shall be in full compliance with the most recent PENNDOT Pub 408 and all current updates, *as it applies to this project*.
- 2. All work shall be completed as shown on the plan sheets and as outlined in the Contract Documents.
- 3. These Specifications are intended to cover all work necessary for the project. No additional compensation for either material or labor shall be allowed for work that was evidently omitted from the general scope of the plan and specifications.
- 4. The Contractor shall work within the limits as shown on the plans or as directed by the County. Beginning and ending stations and depth are to be adjusted only at the direction of the County and only to suit field conditions.
- 5. The Contractor shall lay out his work and he shall be responsible for all work executed by him under the contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any errors resulting from his failure to do so.
- 6. The contractor shall thoroughly clean any debris and mud, etc. resulting from their activities on County and Township roadways on a daily basis. The Contractor shall thoroughly clean the entire work site at the completion of this project. The work site, roadway, streambed slopes, etc., shall be cleaned of all construction debris, waste, and any disturbed earth.

SPECIAL PROVISIONS AND SUPPLEMENTAL TECHNICAL SPECIFICATIONS

The following supplements modify, change, delete from, or add to the Pennsylvania Department of Transportation Publication 408. Where any Article of the Specifications is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Specifications, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

082525-CHS SHORING:

Item 1) Mobilization:

Contractor to include mobilization costs to complete all items of work, including demobilization.

Item 2) Site Controls:

Contractor to furnish all the required barricades, fencing, sediment controls, ventilation and street protection. The Contractor shall adequately secure the entire area. Thoroughly clean all debris from around the building upon completion.

Item 3) Permanent tieback system design:

Contractor to design the required permanent tieback system in accordance with all attached documents and as referenced in Exhibit A. Design a system capable of supporting all excavation and construction loads and uses.

Item 4) Design, Furnish, Install and Remove Temporary Shoring:

Contractor shall remove any temporary shoring of the existing garage decks and install to support the construction equipment.

Item 5) Scan Existing Garage Walls – Identify Areas for Reinforcement Steel:

Contractor shall scan and identify all locations in need of reinforcement. The Contractor shall ascertain the location or locations of each and all reinforcement areas shall be in accordance with the proposed scope of work.

Item 6) Minor Demolition:

Contractor shall remove and dispose of any requisite portions of the existing garage that would prohibit equipment access.

Item 7) Perform Test Pits:

Contractor shall perform test pits in accordance to Exhibit A.

Item 8) Permanent Tieback Installation:

Tiebacks are to be drilled, installed, grouted and tensioned. Maintain tiebacks throughout permanent construction and assure Class 1 (One) Corrosion Protection is attained and maintained throughout.

Item 9) Performance and Proof Testing - Tiebacks:

In accordance with Exhibit A, 3.3 A.1-3 contractor shall perform performance and proof testing.

Item 10) Comprehensive Strength Testing – Tieback Grout:

Cementitious Grout conforming to PTI M55.1 requirements shall be tested for comprehensive strength at all tieback locations.

Item 11) Ventilation:

Fans for ventilation throughout the work of site construction shall be provided and maintained.

Item 12) Permits:

Contractor to secure all necessary permits, licenses, public infrastructure bonds, and certifications. Please note that contractors are responsible for all permit costs.

Item 13) Payment and Performance Bond:

This item includes the Contractor's cost to obtain and maintain the required Payment and Performance Bond for the life of the project.

Item 14) Fee:

This item should include Contractors Overhead and Profit.

SECTION 31 5000 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes temporary and permanent excavation support and protection systems.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Geotechnical Report and all updates.

1.3 PERFORMANCE REQUIREMENTS

- A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.
 - 1. Delegated Design: Design excavation support and protection system, including comprehensive engineering analysis by a registered professional engineer, using performance requirements and design criteria indicated.
 - Perform analysis of existing concrete basement walls for stresses resulting from installation of new tiebacks. Consider existing reinforcing conditions and resulting redistribution of internal stresses due to tieback configuration.
 - b. Design supplemental reinforcement such as wailers, girts, plates, or other load distribution elements as required to distribute tieback forces to the existing concrete basement walls.
 - c. Perform design of temporary and permanent excavation support and protection systems as indicated on the *Excavation Support and Protection Sketch*.
 - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 3. Install excavation support and protection systems without damaging existing buildings, structures, utilities, and site improvements adjacent to excavation.
 - 4. Monitor vibrations, settlements, and movements of existing structures to remain within the area of influence of the excavation and support systems.

1.4 SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material description, performance properties, and dimensions of individual components and profiles, and calculations for excavation support and protection system.
 - 2. Design mixtures: For each concrete and grout mixture per ACI 301.
- B. Shop Drawings: For temporary and permanent excavation support and protection system, prepared by or under the supervision of a qualified professional engineer.
 - 1. Include plans, elevations, sections, and details.
 - 2. Show elevations including arrangement, locations, and details of soldier piles, lagging, tiebacks, and other components of excavation support and protection system according to the engineering design.

- 3. Indicate type and location of waterproofing.
- 4. Provide a written sequence of work outlining how tieback installation and demolition will be performed while maintaining stability of the existing basement walls.
- Indicate a written plan for installing excavation support and protection system, while maintaining stability of surrounding utilities, slopes, and structures.
- C. Delegated-Design Submittal: For excavation support and protection system indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the registered professional engineer responsible for their preparation.
- D. Other Informational Submittals:
 - 1. Photographs: Show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by the absence of, the installation of, or the performance of excavation support and protection systems. Submit before Work begins.
 - 2. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

1.5 REGULATORY REQUIREMENTS

1. The work of sheeting, shoring, and bracing is the responsibility of the Contractor and shall at all times be in conformance with the latest requirements for construction standard for excavations (29 CFR Part 1926.650-.652 Subpart P) promulgated by Occupational Safety and Health Administration (OSHA).

1.6 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to excavation support and protection system including, but not limited to, the following:
 - a. Geotechnical report.
 - b. Existing utilities and subsurface conditions.
 - c. Proposed excavations.
 - d. Proposed equipment.
 - e. Monitoring of excavation support and protection system.
 - f. Working area location and stability.
 - g. Coordination with waterproofing.
 - h. Abandonment or removal of excavation support and protection system.
 - i. Coordination of support and protection system installation demolition activities.

1.7 PROJECT CONDITIONS

- A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
 - 1. Notify Construction Manager no fewer than five days in advance of proposed interruption of utility.
 - 2. Do not proceed with interruption of utility without Owner's written permission.

- B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of the geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by the geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from the data.
 - 1. Perform exploratory work as required to identify interferences with excavation support systems. See *Excavation Support and Protection Sketch* for suggested locations of exploratory work.
 - 2. Make additional test borings and conduct other exploratory operations necessary for excavation support and protection.
- C. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.
 - During installation of excavation support and protection systems, regularly resurvey benchmarks, maintaining
 an accurate log of surveyed elevations and positions for comparison with original elevations and positions.
 Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is
 evident in adjacent construction.
- D. Existing Concrete Wall Reinfocement: Perform a radar scan of existing reinforced concrete walls that will remain and become part of the permanent tieback system. Document reinforcement location, size, and depth from surface. Avoid damaging reinforcement when installing new tieback systems.
- E. Temporary Easements: Work should remain within the project limits unless temporary or permanent easements (both surface or subsurface) are obtained from the adjacent property owners.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials that are either new or in serviceable condition.
- B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.
- C. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of size and strength required for application.
- D. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.
- E. Cementitious grout mixture: Conform to requirements of PTI M55.1.
- F. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- G. Tiebacks: Steel bars, ASTM A 722/A 722M, Grade 75 or 150.
- H. Corrosion Protection: Provide Class 1 protection system for permanent tiebacks.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

- 1. Shore, support, and protect utilities encountered.
- B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Locate excavation support and protection systems clear of permanent construction so that forming and finishing of concrete surfaces are not impeded.
- D. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.
- E. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

3.2 SOLDIER PILES AND LAGGING

- A. Install steel soldier piles before starting excavation. Extend soldier piles below excavation grade level to depths adequate to prevent lateral movement. Space soldier piles at regular intervals not to exceed allowable flexural strength of wood lagging. Accurately align exposed faces of flanges to vary not more than 2 inches from a horizontal line and not more than 1H:120V out of vertical alignment.
- B. Install wood lagging within flanges of soldier piles as excavation proceeds. Trim excavation as required to install lagging. Fill voids behind lagging with soil, and compact.
- C. Install wales horizontally as required by design and secure to soldier piles.

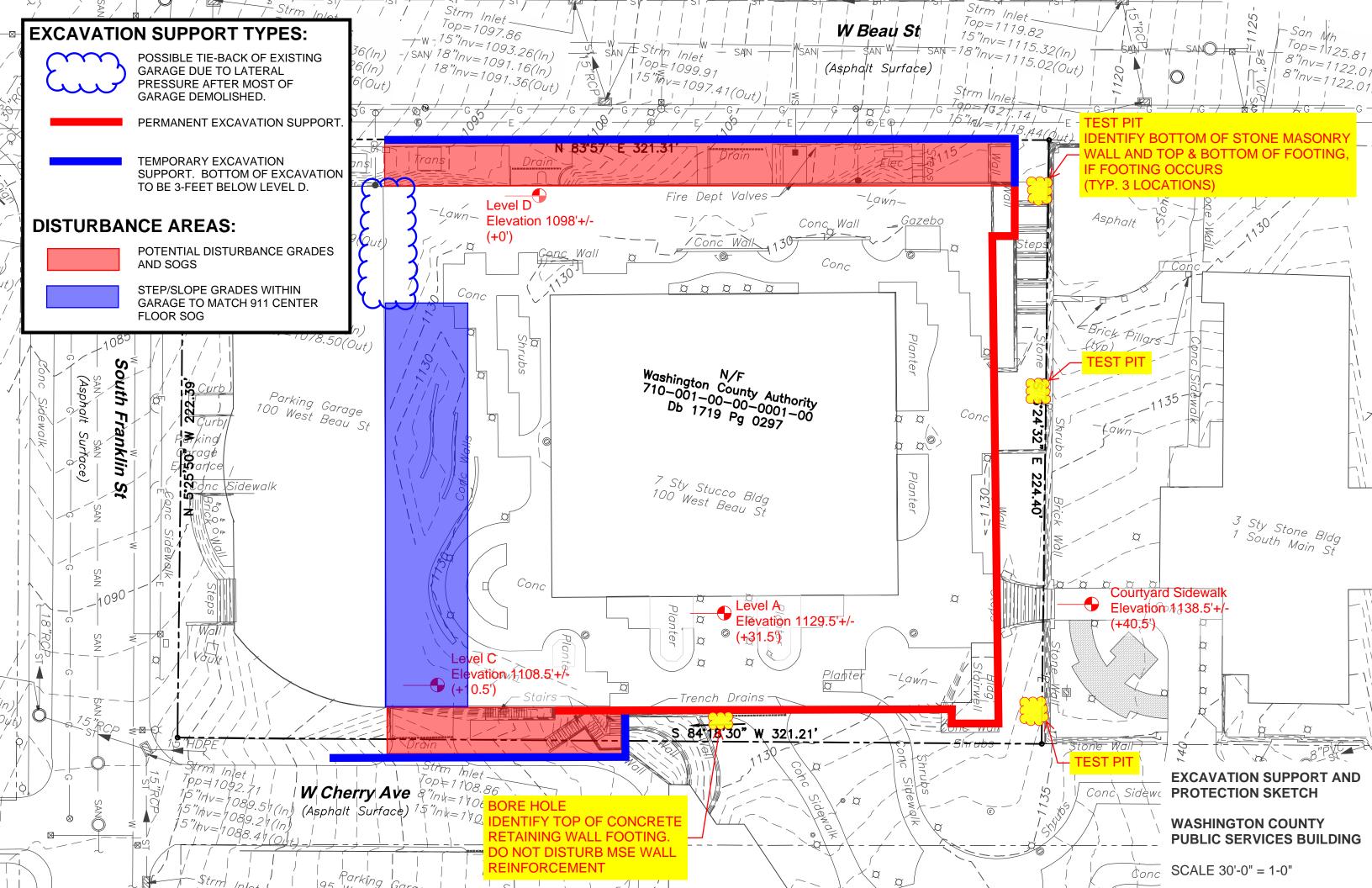
3.3 TIEBACKS

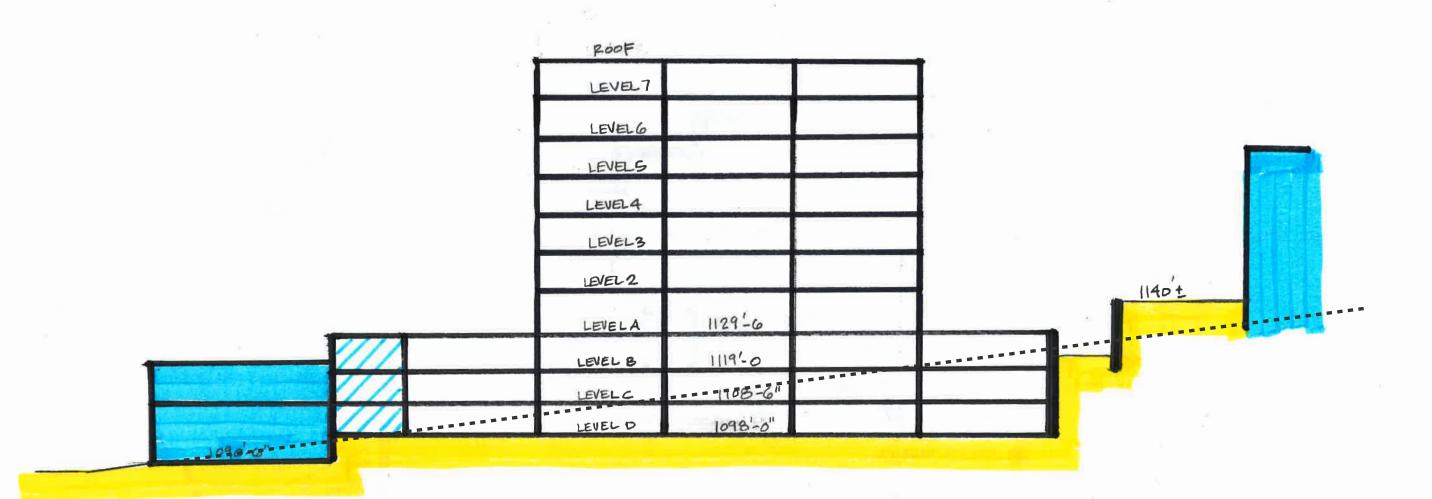
- A. Tiebacks: Drill, install, grout, and tension tiebacks. Test load-carrying capacity of each tieback and replace and retest deficient tiebacks.
 - 1. Provide a minimum of one performance test at each existing building level at permanent tiebacks. Test in accordance with procedures outlined in PTI DC35.1-14, *Recommendations for Prestressed Rock and Soil Anchors*. Conduct proof tests at all remaining permanent and temporary tiebacks.
 - 2. Test loading shall be observed by a qualified professional engineer responsible for design of excavation support and protection system. A written statement shall be provided confirming anchors meet acceptance criteria outlined in PTI DC35.1-14, including creep, movement, and lock-off load.
 - 3. Maintain tiebacks in place until permanent construction can withstand lateral soil and hydrostatic pressures.

3.4 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils or damaging structures, pavements, facilities, and utilities.
 - 1. Remove excavation support and protection systems to a minimum depth of 8 feet below final grade or other planned improvements, whichever is deeper. Compile as-built drawings to be submitted to the Owner noting the locations and elevations of any excavation support or protection systems which are left in place.

- 2. Fill voids immediately with approved backfill compacted to density specified in Section 31 2300 Excavation, Backfilling, and Compaction.
- 3. Repair or replace, as approved by Architect, adjacent work damaged or displaced by removing excavation support and protection systems.
- B. Leave excavation support and protection systems permanently in place where indicated on drawings.





SITE- CROSS SECTION

