



Est. 1985

**Lennon, Smith, Souleret  
Engineering, Inc.**

Civil Engineers and Surveyors

846 Fourth Avenue, Coraopolis, PA 15108  
(412) 264-4400 • (412) 264-1200 Fax  
info@lsse.com • www.lsse.com

Managing Principals:  
Kevin A. Brett, P.E.  
Ned Mitrovich, P.E.  
Jason E. Stanton, P.E.

December 18, 2018

S. O. No. 0512-08

**VIA EMAIL AND U. S. MAIL**

Ms. Jennifer Taylor, Administrative Manager  
Borough of Dormont Stormwater Authority  
1444 Hillsdale Avenue  
Pittsburgh, Pennsylvania 15216

**Subject: Contract No. 18-SW2  
Janet Way Stormwater Improvements  
Bid Report**

Dear Ms. Taylor:

In accordance with the Advertisement, sealed bids for the subject contract were received at the Authority office until 11:00 AM on December 14, 2018. The bids received were opened and read aloud. No addenda was issued for this contract.

Prior to the bid opening, seven contractors requested proposal bid forms. Bid proposals were received from five contractors for Contract No. 18-SW2 – Janet Way Stormwater Improvements with bid amounts as follows:

<b>Contractor</b>	<b>Base Bid Amount</b>	<b>Add Alternate No. 1 Amount</b>	<b>Add Alternate No. 2 Amount</b>
Niando Construction, Inc.	\$56,000.00	\$10,350.00	\$ 3,625.00
Guyer Brothers, Inc.	\$69,162.00	\$12,150.00	\$ 3,850.00
Mele & Mele & Sons, Inc.	\$75,600.00	\$12,060.00	\$ 4,750.00
Jet Jack, Inc.	\$85,500.00	\$17,280.00	\$ 3,750.00
Stefanik's Next Generation Contracting Co, Inc.	\$94,550.00	\$24,300.00	\$21,875.00

Per the Instructions to Bidders, bid bond companies were checked and all are listed on the U.S. Treasury Circular 570.

In accordance with Section B.3 of the Instructions to Bidders, using the bid quantities and contractors bid unit prices, each bid was checked for mathematical errors in extension and addition. No errors were

Ms. Jennifer Taylor, Administrative Manager  
Borough of Dormont Stormwater Authority  
December 18, 2018  
Page 2

discovered in the bids received. The enclosed bid tabulation presents a listing of the item descriptions and Unit Price Bid for each item for all bids received. As presented above and in the bid tabulation, Niando Construction, Inc. is the apparent low bidder for Contract No. 18-SW2 – Janet Way Stormwater Improvements. A copy of Niando Construction, Inc.'s bid proposal is enclosed herewith.

Based on the bids submitted, we suggest award of the Base Bid to Niando Construction, Inc. in the total amount of \$56,000.00, subject to Niando Construction, Inc. obtaining the required insurance certificate, performance bond, and payment bond, and review and approval of same by the Authority Solicitor prior to execution of the Agreement by the Authority.

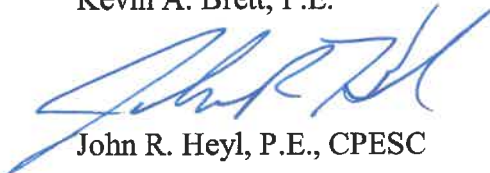
Award of Add Alternate Nos. 1 and 2 are contingent upon review of the Authority's Budget.

Should you have any questions, please call.

Sincerely,



Kevin A. Brett, P.E.



John R. Heyl, P.E., CPESC

KAB/JRH:nlk

Enclosures

cc/enc: Ena M. Lebel, Esquire

**BID TABULATION**

**BOROUGH OF DORMONT STORMWATER AUTHORITY  
CONTRACT NO. 18-SW2  
JANET WAY STORMWATER IMPROVEMENTS**

BIDS OPENED: DECEMBER 14, 2018 AT 11:00 AM

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Niando Construction, Inc. 620 Long Road Pittsburgh, PA 15235		Guyer Brothers, Inc. 1481 Salemville Road New Enterprise, PA 16664		Mele & Mele & Sons, Inc. One Mele Place Braddock, PA 15104		Jet Jack, Inc. 5020 Thoms Run Road Oakdale, PA 15071		Stefanik's Next Generation Contracting Company, Inc. 2267 Todd Road Aliquippa, PA 15001	
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
<b>BASE BID</b>													
1	Type 'M' Inlet Top, Standard Box (or Type 4 or Type 5 Box, as required), Variable Depth, 10" Cast Iron Frame and Bicycle Safe Grate	3	EA	\$3,500.00	\$10,500.00	\$1,854.00	\$5,562.00	\$2,800.00	\$8,400.00	\$4,000.00	\$12,000.00	\$5,000.00	\$15,000.00
2	Maintenance and Protection of Traffic during Construction as per PennDOT Publication 213 and the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)	1	LS	\$1,000.00	\$1,000.00	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00
3	15" Corrugated Polyethylene Culvert Pipe (smooth lined)	400	LF	\$85.00	\$34,000.00	\$91.50	\$36,600.00	\$98.00	\$39,200.00	\$90.00	\$36,000.00	\$97.25	\$38,900.00
4	Bituminous Pavement Trench Restoration (3' average Width)	400	LF	\$25.00	\$10,000.00	\$40.00	\$16,000.00	\$45.00	\$18,000.00	\$45.00	\$18,000.00	\$75.00	\$30,000.00
5	Connection to Existing Storm System (Dormont Avenue)	1	LS	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$17,000.00	\$17,000.00	\$3,650.00	\$3,650.00
<b>BASE BID TOTAL</b>					<b>\$56,000.00</b>		<b>\$69,162.00</b>		<b>\$75,600.00</b>		<b>\$85,500.00</b>		<b>\$94,550.00</b>
<b>ADD ALTERNATE NO. 1</b>													
A1	Replace Existing 12" Storm Sewer with 15" Corrugated Polyethylene Culvert Pipe (smooth lined)	90	LF	\$115.00	\$10,350.00	\$135.00	\$12,150.00	\$134.00	\$12,060.00	\$192.00	\$17,280.00	\$270.00	\$24,300.00
<b>ADD ALTERNATE 1 TOTAL</b>					<b>\$10,350.00</b>		<b>\$12,150.00</b>		<b>\$12,060.00</b>		<b>\$17,280.00</b>		<b>\$24,300.00</b>
<b>ADD ALTERNATE NO. 2</b>													
A2	Replace Existing 12" Storm Sewer with 15" Corrugated Polyethylene Culvert Pipe (smooth lined)	25	LF	\$145.00	\$3,625.00	\$154.00	\$3,850.00	\$190.00	\$4,750.00	\$150.00	\$3,750.00	\$875.00	\$21,875.00
<b>ADD ALTERNATE 2 TOTAL</b>					<b>\$3,625.00</b>		<b>\$3,850.00</b>		<b>\$4,750.00</b>		<b>\$3,750.00</b>		<b>\$21,875.00</b>

PROPOSAL

TO: BOROUGH OF DORMONT STORMWATER AUTHORITY  
1444 HILLSIDE AVENUE  
PITTSBURGH, PENNSYLVANIA 15216

FOR: CONTRACT NO. 18-SW2  
JANET WAY STORMWATER IMPROVEMENTS

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned offers to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities and utilities for, to perform all work necessary or incidental to the construction of CONTRACT NO. 18-SW2 – JANET WAY STORMWATER IMPROVEMENTS, complete in every respect, in strict accordance with the Contract Documents including the Advertisement, Instructions for Bidders, Proposal, General Conditions, Special Conditions, Supplemental General Conditions, Contract, Bonds, Technical Specifications, Erosion Control Plan, Standard Drawings and Construction Drawings, all of which are considered part of this Contract, and which are on file in the office of the BOROUGH OF DORMONT STORMWATER AUTHORITY, 1444 Hillside Avenue, Pittsburgh, Pennsylvania 15216; and in the office of LENNON, SMITH, SOULERET ENGINEERING, INC., 846 Fourth Avenue, Coraopolis, Pennsylvania 15108-1522, and any future changes therein as provided in the Contract and project specifications, and to perform all other obligations imposed by the Contract for the prices named in the following SCHEDULE OF PRICES.

SCHEDULE OF PRICES

**BASE BID**

ITEM NO.	EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	3 EA	Type 'M' Inlet Top, Standard Box (or Type 4 or Type 5 Box, as required), Variable Depth, 10" Cast Iron Frame and Bicycle Safe Grate	\$ 3,500.00 /EA	\$10,500.00

ITEM NO.	EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	1 LS	Maintenance and Protection of Traffic during Construction as per PennDOT Publication 213 and the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD)	\$ 1,000.00 /LS	\$ 1,000.00
3	400 LF	15" Corrugated Polyethylene Culvert Pipe (smooth lined)	\$ 85.00 /LF	\$34,000.00
4	400 LF	Bituminous Pavement Trench Restoration (3' average Width)	\$ 25.00 /LF	\$10,000.00
5	1 LS	Connection to Existing Storm System (Dormont Avenue)	\$ 500.00 /LS	\$ 500.00

TOTAL PRICE FOR CONTRACT NO. 18-SW2 (BASE BID)

JANET WAY STORMWATER IMPROVEMENTS

(Bid Item Nos. 1 through 5, inclusive)

\$ 56,000.00

(Figures)

TOTAL (Written in Words) FIFTY-SIX THOUSAND DOLLARS AND NO CENTS

### ADD ALTERNATE NO. 1

ITEM NO.	EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
A1	90 LF	Replace Existing 12" Storm Sewer with 15" Corrugated Polyethylene Culvert Pipe (smooth lined)	\$ 115.00 /LF	\$10,350.00

TOTAL PRICE FOR CONTRACT NO. 18-SW2 (ADD ALTERNATE NO. 1)

JANET WAY STORMWATER IMPROVEMENTS

(Bid Item No. A1, inclusive)

\$ 10,350.00

(Figures)

TOTAL (Written in Words) TEN THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO CENTS

**ADD ALTERNATE NO. 2**

ITEM NO.	EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
A2	25 LF	Replace Existing 12" Storm Sewer with 15" Corrugated Polyethylene Culvert Pipe (smooth lined)	\$ 145.00 /LF	\$3,625.00

TOTAL PRICE FOR CONTRACT NO. 18-SW2 (ADD ALTERNATE NO. 2)  
 JANET WAY STORMWATER IMPROVEMENTS  
 (Bid Item No. A2, inclusive) \$ 3,625.00

(Figures)

TOTAL (Written in Words) THREE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS

It is understood that the estimated quantities of the various Unit Price Items listed in the Proposal are only approximate and are so listed only as a basis upon which the Owner may evaluate bids, and the undersigned bidder further agrees that if the final quantities of the unit price times tabulated above are greater or less than the estimated quantities, he will accept additions to, or deductions from the "Total Price Bid" as awarded, basing these additions or deductions upon the unit prices shown previously in the SCHEDULE OF PRICES. These additions or deductions will be accepted by the bidder regardless of the amount of the variations from the estimated quantities, which as stated above, are only approximate and are only for the use of the Owner.

The presentation in the foregoing schedule of unit prices that are obviously unbalanced, may be sufficient cause for rejection of the entire Proposal, whether or not such Proposal is the lowest submitted.

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the General Conditions.

This Document and all papers required by it and submitted herewith, the Contract and all papers made part thereof by its terms, are hereby made part of this Proposal.

The undersigned acknowledges receipt of the following addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM NO. NONE DATE: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE: \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_ DATE: \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned bidder hereby represents as follows:

(a) that he has visited and carefully examined the site of the work, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently, and not based on information coming from the Owner, or Engineer, and has carefully examined the Contract Documents;

(b) that no officer, agent, or employee of the Owner is personally interested, directly or indirectly in the Proposal and the accompanying Contract or the compensation to be paid hereunder;

(c) 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;

(d) that should the Owner notify the undersigned of its intention to award a contract to the undersigned based on this Proposal, including any combination of alterations, additions, deductions, or omissions, indicated or authorized by the Schedule of Prices or the Instructions to Bidders, the undersigned will furnish properly executed bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents as defined in the Supplemental General Conditions, and that upon failure, neglect or refusal to do so, he shall forfeit to the Owner the Proposal Security accompanying this Proposal, not as a penalty but as liquidated damages;

(e) that he intends to be legally bound by the terms of this instrument;

(f) accompanying this Proposal is a (Certified Check/Bid Bond) in the amount of TEN PERCENT OF TOTAL BID Dollars (10% of Bid) payable to the Borough of Dormont Stormwater Authority which, it is agreed, shall be retained as liquidated damages by the Owner, if the undersigned fails to execute the Contract and furnish bonds as specified within ten (10) calendar days after notification to do so;

(g) to complete the work under this Contract in FORTYFIVE (45) calendar days from the date of written Notice to Proceed. If all work is not completed on time, including restoration and clean-up, liquidated damages will be assessed at the rate of \$500.00 per additional calendar day. **Work to tentatively begin on January 15, 2019 and be completed by March 1, 2019.** Additionally, Work Zone Liquidated Damages will be assessed at the rate of \$1,000.00 per 24-hour period for failure to comply with

Maintenance and Protection of Traffic requirements. Liquidated damages are not a penalty;

(h) in submitting this bid it is understood that the right is reserved by the Owner to reject any or all bids and to waive any informalities in the bidding; and

(i) that this bid may not be withdrawn for a period of ninety (90) calendar days from the opening thereof.

(j) CONTRACTOR'S BILT RITE CERTIFICATION

a. The undersigned Contractor does hereby certify to the following:

b. First, this Certification is for the benefit of the Owner, the Engineer, and the Engineer's Consultants.

c. Second, Contractor acknowledges that: (1) the Engineer's obligations are to the Owner and that, in performing such obligations, the Engineer may increase the burdens and expense of the Contractor, its Subcontractors or the surety of any of them; (2) the Contractor has an independent duty and responsibility to review the Contract Documents prepared by the Engineer as to Constructability (meaning the difficulty) cost and time to build the Project as designed); and, therefore (3) the Contractor represents, certifies and warrants to the Owner, the Engineer and the Engineer's Consultants that:

i. The Contractor has its own in-house engineers and/or staff expertise who have reviewed the Contract Documents for Constructability and has fully satisfied itself and its subcontractors that the Project can be built as designed and within the cost, budget and schedule submitted to the Owner by the Contractor, or

ii. The Contractor has engaged independent Engineers and/or experts who have reviewed the Contract Documents for Constructability and has fully satisfied itself and its subcontractors that the Project can be built as designed and within the cost, budget and schedule submitted to the Owner by the Contractor, or

iii. The Contractor has decided to forego any such review by any Engineer or expert and has accepted the risk that the difficulty, cost and time required to complete the Project as



designed may be greater than its bid or any submitted cost estimate, budget or schedule for the Project, and therefore

- d. The Contractor, on behalf of itself and all of its subcontractors and sub-subcontractors) does hereby waive the right to make any claim against the Owner, the Engineer or any of the Engineer's Consultants for this Project (whether such claim is based on contract, tort or any other legal doctrine) for any alleged increased difficulty, cost or delay in completion of the Project due to any alleged misrepresentation, error or omission in the Contract Documents, and
- e. The Contractor agrees to indemnify and hold harmless the Owner, Engineer and all of the Engineer's Consultants from any and all claims brought by any subcontractor or anyone else working on the Project under the Contractors Agreement with the Owner for any and all attorneys fees and costs incurred by the Owner, the Engineer or any of the Engineer's Consultants in defending any Contractor or subcontractor claim for increased costs based on any alleged misrepresentation, error or omission in the Contract Documents, and that this indemnity includes any damages any of them are required to pay to such Contractor or subcontractor for alleged increased costs of construction or delay in completion of the Project), and
- f. Contractor acknowledges the right of any such Engineer or Engineer's Consultant to bring suit directly against the Contractor to recover or enforce this indemnity obligation, and
- g. Contractor also certifies that it shall secure similar certifications from each of its Subcontractors for the Project waiving their rights to recover against the Owner or the Engineer or any of the Engineer's Consultants for increased costs of construction or delay in construction due to any alleged misrepresentation, error or omission in the Contract Documents. Should the Contractor fail to secure any such waiver, then that failure shall be deemed a material breach of this Contractor Certification and the measure of damages recoverable by the Owner, the Engineer or any of the Engineer's Consultants for this breach shall be all attorneys fees and costs expended in defending any such claim as well as any damages awarded against any of them because of such a claim.
- h. Contractor also certifies that for utility line contracts (e.g. sanitary sewers, waterlines, and storm sewers) this certification applies to changes to horizontal and/or vertical alignment of the lines

installed as may be necessitated by field conditions and/or other utility conflicts.

(k) **PRICE INCREASES:** In submitting this bid the Contractor understands and agrees that price increases associated with oil prices used in work items and fuel for transportation of work items shall not affect the Unit Price bid and no request for fuel adjustments or asphalt index shall be requested by the Contractor nor will they be considered by the Owner.

Dated: DECEMBER 14, , 20 18

ATTEST:

Angela T. Montalto  
Secretary / Assistant Secretary  
ANGELA T. MONTALTO, CORP. SECRETARY

NIANDO CONSTRUCTION, INC.  
Corporation - Contractor  
[Signature]  
President / Vice President  
DOMINIC CATALANO, PRESIDENT

WITNESS:

\_\_\_\_\_ (Seal)  
Individual-Contractor

FOR INDIVIDUAL - CONTRACTOR

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, t/d/b/a \_\_\_\_\_, known to me (or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_ (SEAL)  
Notary Public

My commission expires:

\*\*\*\*\*

WITNESS:

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

\_\_\_\_\_  
Partnership-Contractor (Seal)  
By \_\_\_\_\_ (Seal)  
Partner  
By \_\_\_\_\_ (Seal)  
Partner

BUSINESS ADDRESS  
OF BIDDER

620 LONG ROAD  
\_\_\_\_\_  
PITTSBURGH, PA 15235  
\_\_\_\_\_

TELEPHONE NUMBER:

412-242-1888  
\_\_\_\_\_

NAME OF CONTACT PERSON:

DOMINIC CATALANO, PRESIDENT  
\_\_\_\_\_



time within 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 14th day of December, 2018, 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:

Niando Construction, Inc.

Name of Bidder, Corporation,  
Firm or Individual

WITNESS:

ANGELA T. MONTALTO, CORP. SEC.

By 

DOMINIC CATALANO

Title PRESIDENT

BUSINESS ADDRESS OF BIDDER:  
620 LONG ROAD


PITTSBURGH, PA 15235

ATTEST:

  
Kendel L. Rutherford, Surety Technician

Hudson Insurance Company

Surety

  
James C. Carlins, Attorney-In-Fact

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.



**BID BOND POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Richard J. Taylor, James C. Carlins,  
Anthony P. Lekse and Roseann D. Ciamacco

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.  
(Corporate seal)

Attest.....  
*Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY  
By.....  
*Michael P. Cifone*  
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK      SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)  
  
STATE OF NEW YORK  
COUNTY OF NEW YORK

.....  
*Ann M. Murphy*  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2021

**CERTIFICATION**

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 14th day of December, 20 18.  
(Corporate seal)

By.....  
*Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

NON-COLLUSION AFFIDAVIT

Contract/Bid No. 18-SW2

State of PENNSYLVANIA :  
 : S.S.  
County of ALLEGHENY :

I state that I am DOMINIC CATALANO, PRESIDENT (Title) of NIANDO CONSTRUCTION, INC. (Name of My Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.


(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm 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.

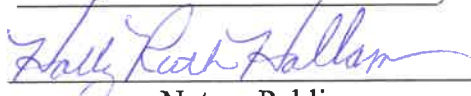
(5) NIANDO CONSTRUCTION, INC. (Name of My Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that NIANDO CONSTRUCTION, INC. (Name of My Firm) understands and acknowledges that the above representations are material and important, and will be relied on by BOROUGH OF DORMONT STORMWATER AUTHORITY (Name of Public Entity) in awarding the Contract(s) for which this bid is submitted. I understand and my

firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from BOROUGH OF DORMONT STORMWATER AUTHORITY (Name of Public Entity) of the true facts relating to the submission of bids for this Contract(s).

  
\_\_\_\_\_  
(Name and Company Position)  
DOMINIC CATALANO, PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE  
ME THIS 14th DAY OF  
DECEMBER, 2018

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

My Commission Expires: JUNE 19, 2019

Commonwealth of Pennsylvania  
Notarial Seal  
Holly Ruth Hallam, Notary Public  
Penn Hills Twp., Allegheny County  
My Commission Expires June 19, 2019  
Member, Pennsylvania Association of Notaries