




OPEN

Fire Station 20 / Medic 12 New Construction

 Invitation for Bid

 Public Works

 72000000, 72100000, 72120000, 72151100, 72151201

Project ID: 2025-IFB-134

Release Date: Wednesday, April 30, 2025

Due Date: Friday, June 13, 2025 2:00pm

 Posted  Wednesday, April 30, 2025 4:38pm

All dates & times in Eastern Time

 Draft Response

 Events RSVP

 No Bid

Time Remaining: 43 days, 5 hours, 57 minutes

 To respond to this project, please click the "Draft Response" button above.

Post Information

Posted At:

Wed, Apr 30, 2025 4:38 PM

Sealed Bid Process:

Yes (Bids Sealed / Pricing Sealed)

Private Bid:

No

1. Introduction

1.1. Summary

The City of Pittsburgh, Office of Management and Budget, on behalf of the Department of Public Works, Bureau of Facilities, in conjunction with the Department of Public Safety, is soliciting bids from qualified firms for construction services related to the new construction of a Fire/Medic station located at 1233 Mifflin Road in Pittsburgh's Lincoln Place neighborhood, Pittsburgh, PA 15207.

1.2. Background

Due to the nature of the Public Safety program, aspects of the project are confidential in nature. Contractors wishing to bid on the project will be required to sign a Non Disclosure Agreement, attached, before the copies of plans and project manuals will be made available to them.

Fire Station 20/Medic 12 will be a single story NetZero Energy Ready combined Emergency Medical Services (EMS) and Fire (FIRE) station. First responder amenities include but are not limited to apparatus bays, gear storage, training mezzanine, decontamination room, individual kitchen & day room for both EMS and FIRE, bunk rooms, administrative space, wellness areas, and a shared fitness room. In addition to the Public Safety program, there is also a large community room with a public lobby, and separate amenities.

The site is heavily undermined, and mine grouting remediation is a part of this project as is the delegated design of geopiers. General Contractors bidding on the project must have extensive knowledge of the process.

Energy efficiency is influenced PASSIVHAUS (PH) standards and systems in the building envelope and envelope design. Contractors bidding on the project should have knowledge of, and in experience in Click here to go back to your Project Dashboard

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The project is planned at approximately 20,000 GSF of building construction, on an undermined site approximating 3 acres.

Any new site or road work affecting the completed construction will be brought back to standards as approved by the City of Pittsburgh, Department of Mobility and Infrastructure.

DPW contracted Ae7 Pittsburgh LLC, in partnership with Manns Woodward Studios, Inc., as the Architect of Record. Fire Station 20/Medic 12 is in final review with the Departments of Planning, Zoning Office and Permits, Licenses and Inspections (PLI).

The Station is designed to meet the City's Net Zero Ready code as outlined in the Pittsburgh Code of Ordinances 915.08. - Sustainable Development for City-Owned Facilities.

The proposed project will replace the existing Fire Station 20/Medic 12 Station located in a FEMA flood plain in the Hays neighborhood. The new station is intended to promote and extend the Public Safety Department's capability to provide fire protection and emergency medical services into the foreseeable future. As an essential facility, the station will be constructed according to all applicable building codes and satisfy the numerous health, safety, and wellness standards specific to modernized fire and emergency medical service. The 24/7 first response facility houses one fire engine, operated by one Lieutenant and three firefighters working 24-hour shifts, and one ambulance, operated by two paramedics working 12-hour shifts.

Any work on the existing facility in Hays is NOT included as part of this construction project.

1.3. Contact Information

Joshua Lamonde

Sourcing Specialist

414 Grant Street

Suite 502

Pittsburgh, PA 15219

Email: joshua.lamonde@pittsburghpa.gov

Phone: [\(412\) 255-0807](tel:(412)255-0807)

Department:

Public Works

1.4. Timeline

Release Project Date:

April 30, 2025

Pre-Bid Meeting (Mandatory):

May 14, 2025, 10:00am

Virtual Via Teams-Please RSVP for access link.

Question Submission Deadline:

May 28, 2025, 5:00pm

Question Response/Addendum 1 Release Deadline:

June 6, 2025, 5:00pm

Bid Submission Deadline:

June 13, 2025, 2:00pm

Question Submission Method:

All questions shall be submitted via "Q&A" feature on OpenGov.

Bid Opening :

June 13, 2025, 3:00pm

Office of Management & Budget

Bureau of Procurement

414 Grant Street, Room 502

Pittsburgh, PA 15219

Bids will be publicly opened in the presence of a Sourcing Specialist and a representative from the Office of the Controller, or their designee.

Period of Contract:

One Time Project.

2. BID TERMS AND CONDITIONS

2.1. Definitions

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The following definitions apply in the Contract. Whenever the context may require, any pronouns used herein include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns include the plural, and vice versa.

Advertisement: This Invitation for Bid document including all terms and conditions.

Award: The City's written acceptance of a Bid as from the lowest responsive, responsible Bidder.

Bid: Offer of a Bidder returned in response to the Advertisement.

Bidder: Any individual, firm, partnership, corporation, or joint venture, including all subsidiaries, submitting a Bid to the Advertisement.

City: The City of Pittsburgh including its departments and subdivisions.

Confidential Information: Any information that must be kept confidential by Bidder or Contractor.

Contract: The written agreement between the City and Contractor for Work in the Advertisement which incorporates, Advertisement, Specifications and all of the City's terms and conditions included therein.

Contractor: The awarded Bidder who has entered into the Contract with the City.

Disadvantaged Business Enterprise (DBE): A business owned or controlled by a majority of persons, including but not limited to members of minority groups, women, veterans, LGBTQIA+ people who are subject to racial or ethnic prejudice or cultural bias and which is certified by a third-party certifying organization.

Director: The City department director or designee designated by the Office to administer the Contract.

Drawings: Graphic and pictorial portions of the Work showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

Guarantee: Bonded assurance that Bidder will, upon Award, execute a Contract with all required bonds and insurance certificates within the timeframe required by the Advertisement.

Invoice: Request of payment by Contractor.

Office: The City Office of Management and Budget.

Opening: Date of Bid Opening listed in the Advertisement.

Project: The product toward which the Work is performed under the Contract.

Question Submission Deadline: Question submission deadline listed in the Advertisement.

Site: Area designated or to be designated under the Advertisement or the Contract where Contractor is to perform the Work.

Specifications: Directions, provisions, and requirements contained, or referenced, in the Advertisement or as designated under the Contract prescribing the requirements for performing the Work, or to the quantities and qualities of materials to be furnished or incorporated into the Work.

Work: All operations, materials, equipment, and labor required to complete the Project sought in the Advertisement.

2.2. SUBMISSION OF BID

- A. Bidder agrees that by submitting a Bid to the Advertisement, Bidder expressly agrees to abide and be bound by all terms and conditions herein.
- B. The Advertisement is a solicitation setting terms and conditions for Bid submissions only and is not by itself an offer to enter into a Contract for Work.
- C. All Bids must be submitted electronically in a form provided by the City. No Bids will be accepted in person, by U.S. Mail, by private courier service, via oral or email communication, telephone or fax transmission.
- D. A Bidder may only submit one (1) Bid in response to an Advertisement for Work.

2.3. EXECUTION OF BIDS

Bids are to be executed by the following persons:

CORPORATION – A corporate officer with authority to make binding agreements for the corporation. If a Bid is executed by any other person, a power of attorney, a copy of the bylaws, or a resolution of the board of directors documenting the authority of that person to sign the Bid must accompany the Bid. The power of attorney, bylaw, or resolution must be certified by the corporate secretary as a true and correct copy, still in force as of the date of the execution of the Bid.

PARTNERSHIP - At least one (1) of the partners and in the case of limited partnership at least one (1) general partner.

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SOLE PROPRIETORSHIP - The individual owner.

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BUSINESS OPERATING UNDER A FICTITIOUS NAME - Entities operating a business under a fictitious name must execute the Bid and Contract in the name of the entity trading and doing business as the fictitious name.

2.4. BID MODIFICATIONS AND WITHDRAWAL

Bidder waives any right to modify or withdraw a submitted Bid, except as specifically provided herein.

- A. Prior to Opening, Bidders will be permitted to withdraw a submitted Bid if Bidder electronically withdraws the Bid prior to Opening. A Bidder will be permitted to modify a submitted Bid if Bidder withdraws its Bid and submits the modified Bid prior to the Bid Submission deadline.
- B. After Opening, Bidder may not withdraw a submitted Bid unless Bidder provides a written request within three (3) business days of Opening, and the City finds that Bidder's request presents credible evidence of an unintentional arithmetical error or an unintentional omission of a substantial quantity of Work, labor, material, or services made directly in the compilation of the Bid. Errors in Bidder's judgment or general market volatility do not constitute the errors and omissions eligible for withdrawal hereunder.

2.5. REPORTING ADVERTISEMENT SPECIFICATION ERRORS

If Bidder identifies an alleged error in the Advertisement Specifications, Bidder must immediately email the Office contact identified in 1.2 above a description of the error. If an error is confirmed by the City, a bulletin will be sent to all Bidders.

2.6. CLARIFICATION

The City reserves the right to request clarification on any Bidder's Bid prior to Award. Bidder must provide written clarification and any requested documentation to the City (within five (5) business days) of the request, or by an earlier deadline conveyed by the City if so designated.

2.7. BIDDER EXAMINATION OF DOCUMENTS AND WORK SITE

- A. Bidder warrants that Bidder has carefully examined the Advertisement, Specifications, and Site before submitting a Bid. The submission of a Bid will be considered proof that Bidder has made such examination and fully understands the conditions to be encountered; the character, quality, and quantities of Work to be performed; the material to be furnished; and the requirements of the Advertisement, Specifications, and Site.
- B. Bidder's Bid must be inclusive of all costs arising from the Work in the Advertisement including but not limited to fees for non-City permits or special disposal requirements or costs of toxic materials, debris, or equipment. Expenses for foreseeable costs not listed in the Bid are borne by Contractor.

2.8. QUALIFIED, RESPONSIVE, AND RESPONSIBLE BIDDER

Bidders warrant that they are merchants dealing in the goods and Work described in the Advertisement, and that they are qualified and able to immediately perform all Work within the deadlines established in the Advertisement. Bidders shall, upon request, demonstrate that they possess the organization, plant, ability, knowledge, experience, skill, capital, stock, charters, licenses, permits, patents, and personnel necessary to satisfactorily perform all Work in accordance with the Advertisement and in conformity with the best modern practices and industry standards. If requested, within 3 business days the Bidder shall provide written response evidencing such qualifications and demonstrating ability to immediately perform all Work within the scope established in the advertisement.

B. Award will be made to the lowest responsive, responsible Bidder on an item by item or low-total basis as the City determines is in its best interests. Bidder understands that the lowest-priced Bidder may not be the lowest responsive, responsible Bidder and that the lowest-priced Bid does not entitle a Bidder to an Award.

C. A "responsible" bidder is defined as one who, in the assessment of the City, has the ability to perform the contract in accordance with the City's specifications, in a timely and workmanlike manner, has demonstrated compliance with applicable laws and a commitment to the ideal of equal opportunity for all citizens in its own employment practices as well as its use of vendors and subcontractors, has no history of fraudulent or irresponsible behavior in previous dealings with the City, and has not obtained any goods or products offered for sale, lease, rental, or consignment to the City which were made under sweatshop conditions, as defined in Section 161.02(e) of the City Code.

D. A "responsive" bidder is defined as one whose bid meets all formal requirements listed in the Invitation For Bids (IFB). A non-responsive bid is a bid that doesn't meet the formal requirements of an IFB. A bid may be considered non-responsive if it:

- A. Doesn't meet the mandatory submission criteria;
- B. Omits material information (e.g. pricing information, required bid security, required licensing);

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- C. Doesn't adhere to the specified format;
- D. Doesn't include all the required documentation (e.g., MWDBE/LGBTQIA+ Participation documentation required by Section 177A of the City Code); or
- E. Doesn't clearly state that the bidder can provide the requested goods or services.

E. The City reserves the right to contact bidders who have submitted a bid, but are found to be lacking required documentation. Upon notification of such deficiency, the bidder shall have three (3) business days to submit the necessary documentation. Failure to provide the required documentation within the specified timeframe shall result in disqualification of the bid as non-responsive. All submitted documentation must bear a date prior to the bid closing date; any documentation that is not properly dated will be deemed unacceptable and will result in the bid's disqualification as non-responsive.

F. Bidder agrees that upon notice by the City of an Award, Bidder must within ten (10) business days after receipt of the City's agreement enter into a Contract with the City. If Bidder fails, refuses, or neglects to return an executed Contract, all required bonds, and all required insurance certificates, in such time, the amount of Guarantee will be forfeited and retained by the City as liquidated damages for such neglect, refusal or failure. Further, the City expressly reserves the right to recoup any and all actual costs associated with re-advertising or re-Award of the Contract that are not otherwise recovered through the Guarantee.

G. The bidding process shall be competitive. In the event that only one vendor is deemed responsive and responsible to a solicitation, the City reserves the right to re-issue a solicitation (rebid) without opening the cost proposals to allow for a competitive process. Under these circumstances, the original bidders must re-submit their documentation and cost proposals for the reissued solicitation in order to be considered.

2.9. NOTICE OF AWARD

Regardless of any notification of Award to any Bidder, all Bids are potentially acceptable by the City for ninety (90) calendar days from the Opening. Nothing in this paragraph is to be considered a waiver of the City's rights against a Bidder who fails to execute a Contract after receiving notification of an Award.

2.10. BID PROTEST

Bidder understands and agrees that any protest arising from an Award can be made only in accordance with the City Code of Ordinances, including Section 161.02(g), and the applicable regulations and policies of the Office.

2.11. DISQUALIFICATION AND REJECTION OF BIDS

A. The City may disqualify a Bidder and reject any Bids if the City deems such Bidder to not be the lowest responsive, responsible bidder for reasons including, but not limited to:

1. submittal of more than one (1) Bid for the same Work from an individual, a firm, a partnership, an association, a subsidiary, an affiliate, or a corporation under the same or different name;
2. any evidence of collusion among Bidders;
3. any evidence of disclosure of Confidential Information;
4. lack of competency, adequate machinery, plant, or other equipment;
5. inability, in the sole judgment of the City, to promptly complete the Project, because of uncompleted Work;
6. failure to pay, or satisfactorily settle, all bills due for material furnished, for labor supplied or performed, for rental of equipment used, or for services rendered by public utilities;
7. failure to comply with any terms or conditions in the Advertisement;
8. judgment of default under a previous agreement;
9. Contractor currently debarred by Federal, State, or City government;
10. failure to submit required information documenting an M/WBE Plan as required by §177A of the City Code;
11. material or intentional failure to comply with terms, Drawings, or Specifications on a previous agreement; or
12. material or intentional failure to adequately maintain safety during performance of a previous agreement.

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C. The City reserves the right to reject, for any reason, any or all Bids if it is in the best interest(s) of the City at the City's sole discretion, to do so. In addition:

13. Bids will be rejected for any of the following reasons:

- i. failure to submit the Bid electronically;
- ii. failure to properly sign the Bid, bond, or any other required documents as specified in the Advertisement;
- iii. if the signatures are those of unauthorized persons,
- iv. failure to include a price for each item in the Advertisement; or
- v. Failure to submit a MDE/WBE/Veteran-Owned Solicitation and Commitment Form as required in the Advertisement.

14. Bids may be rejected for errors including, but not limited to, the following reasons:

- vi. part of the Bid is omitted;
- vii. the Bid contains omission(s) or alteration(s), addition(s) not specified, or deviation(s) of any other kind;
- viii. the Bid is materially unbalanced;
- ix. Bidder provides different Bid prices for an identical item number and description;
- x. failure to properly execute, approve, and return the Contract, together with the required disclosures, Surety Bonds, and the Insurance Certificate(s), as specified in the Advertisement; or
- xi. failure to comply with any other term or condition of the Advertisement, as determined by the City.

2.12. UNAUTHORIZED ALTERATIONS

Any alteration, erasure, addition to, or omission of required information, change of the Specifications, or any schedule by Bidder is not permitted unless such changes are authorized by the Advertisement.

2.13. INTEREST OR LATE PAYMENT CHARGES

Bidder understands and agrees to strictly follow and comply with all City terms and conditions regarding invoicing and payment. Any conditions included in a Bid regarding invoicing or payment, such as interest requirements or late payment charges are void and without any effect.

2.14. BIDDER TERMS AND CONDITIONS VOID

Bidder's terms or conditions included in Bidder's Bid or any related communication or document will be void, disregarded, and of no effect. For avoidance of doubt, the terms and conditions include but are not limited to those commonly appearing on the reverse side of letters submitted with the Bid or supporting documents.

2.15. COLLUSION BETWEEN BIDDERS

Bidder warrants and certifies all of the following statements are true and correct for both Bidder and Bidder's Bid:

- A. The item prices and the total Bid amount 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.
- B. Neither the item prices nor the total Bid amount, and neither the approximate item prices nor approximate total Bid amount, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Opening.
- C. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from submitting a Bid in response to the Advertisement, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.

D. The Bid submitted by Bidder is made in good faith and not pursuant to any agreement, understanding, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.

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- E. 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 the Work or any other endeavor, in consideration for an agreement or promise by any firm or person to refrain from submitting a Bid or to submit a complementary Bid on the Work in the Advertisement.
- F. 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 to any firm or person, whether in connection with the Work or any other endeavor, in consideration for such firm's submitting a complementary Bid, or agreeing to do so, on the Work in the Advertisement.
- G. No attempt has been made to take any action in restraint of free competitive submission to the Advertisement in connection with the Bid.
- H. Bidder has made a diligent inquiry of all members, officers, employees, and agents of Bidder with responsibilities relating to the preparation, approval, or submission of Bidder's Bid and has been advised by each of them that Bidder has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made herein.
- I. Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by local, state, or federal law in any jurisdiction involving conspiracy or collusion with respect to submission to any public contract, except as indicated on a separate page attached to the Bid.

2.16. BID GUARANTEE

Each Bid must be accompanied by a Guarantee in the form a cashier's check or money order, in an amount not exceeding five (5) percent of the Bid total, by a bond with corporate surety in an amount not exceeding five (5) percent of the Bid total, or by an irrevocable letter of credit issued by a bank or other financial institution duly recognized and authorized to do business in the Commonwealth of Pennsylvania.

2.17. PERFORMANCE AND PAYMENT BOND

- A. Upon Award, Bidder will, within ten (10) calendar days of Award notice, furnish a Performance Bond using sufficient surety or sureties, in an amount equal to 100% of the Contract price. The bond must specify that the Work will be completed in a manner satisfactory to the City. The bond must also state that the City is not liable for any expenses incurred through the failure to complete the Work as specified, nor liable for any damages growing out of the carelessness of Contractor, Contractor's employees, or subcontractors.
- B. Upon Award, Bidder will also, with ten (10) calendar days of Award notice, furnish a Payment Bond in the amount of 100% of the Contract price.

2.18. INSURANCE AND WORKERS COMPENSATION

Upon Award, Bidder must provide, within ten (10) calendar days of Award notice, a certificate evidencing the following minimum insurance coverages:

- A. GENERAL LIABILITY: Single limit of Bodily Injury and Property Damage Combined:
1. One million dollars (\$1,000,000.00) each occurrence.
 2. Two Million Dollars (\$2,000,000.00) aggregate.
- A. AUTOMOTIVE LIABILITY INSURANCE: One million dollars (\$1,000,000) for each individual occurrence and Two million dollars (\$2,000,000) in aggregate coverage.
- B. PROFESSIONAL LIABILITY (required only upon Office's specific request): Coverage must protect Contractor and any of its subcontractors performing Work under the Contract, from claims errors and omissions which arise from operation of the Contract, whether such operations are performed by Contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance must not be less than Three Million Dollars (\$3,000,000) each occurrence/aggregate

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- C. UMBRELLA LIABILITY INSURANCE: Five Million Dollars (\$5,000,000) excess liability, each occurrence/aggregate.

E. Any other insurance policies required in the Advertisement that are specific to the Work performed.

F. CITY OF PITTSBURGH must be named as "Additional Insured" on the insurance certificate on all general and automobile policies:

1. NOTE: The name(s) of the insured on the certificate must be exactly the same as the name(s) of Contractor listed on the Bid.
2. Insurance coverage must be an "OCCURRENCE POLICY". "Claims made" policies are unacceptable.

D. Bidder certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the Work covered by the Contract is concerned. Bidder's Bid must include either an insurance certificate evidencing that it has insured its liability thereunder in accordance with the statutory minimums of the said Acts or in the alternative a certificate of exemption form for insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry or a substantially equivalent form certifying such status.

2.19. TAX EXEMPTION

The City is exempt from Federal excise taxes and transportation taxes. Therefore, Bidder should not include any such taxes in its Bid prices. The City is exempt from state sales tax on certain construction materials. Therefore Bidder shall include in its Bid a separate itemized list of all estimated state sales tax to be collected on all materials to be supplied. Bidder's Bid price shall exclude the cost of any sales tax for exempted materials. Any payment of sales tax included in the Bid that should properly have been excluded shall be immediately remitted to the City by Contractor.

2.20. PAYMENT OF TAXES AND SET-OFF

Bidder warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by Bidder are current and not delinquent. A Bidder will not be given an Award if an outstanding delinquency is discovered and not resolved.

2.21. FIRM PRICE BIDS AND PRICE LISTS

A. All Bids must be for fixed final prices only. Escalation of prices beyond the Bid price is not permitted. If Bidder submits any statements with a Bid indicating escalation or that Bid prices are not firm, such as "interest charges applied on accounts thirty (30) days or older" or "prices subject to revision", Bidder agrees that all such clauses are void and without any effect.

B. If the Advertisement requires that price lists be included in the Bid, Bidder understands that all price lists are firm final prices not subject to escalation regardless of any circumstance including but not limited to manufacturers' price list changes. The City may use all price lists for price auditing purposes. Bidder agrees that any reference that may appear on any price list with the Bid to any terms and conditions, such as "F.O.B. shipping point" or "prices subject to change", are void. Bidder agrees to supply the City with copies of additional catalogues and price lists upon request.

C. Bidder agrees if receiving an Award, all Bids, prices, price lists, and catalogues must remain firm throughout the duration of the Contract.

2.22. COMPLIANCE WITH PENNSYLVANIA "SARA" LAW

The City is obligated to comply with the Pennsylvania Worker and Community Right to Know and Superfund Amendments and Reauthorization Act Title III laws. Bidder warrants and agrees if receiving an Award to submit a Material Safety Data Sheet for hazardous chemicals, if applicable. Submit all Material Safety Data Sheets to:

Office of Management & Budget, Procurement
Room 502, City-County Building
414 Grant Street
Pittsburgh, PA 15219

2.23. USE OF TRADE NAMES

Bidder agrees that if the Bid describes goods by trade name, catalog number, or "as per sample", the goods so described will conform to the Specifications

2.24. ESTIMATED QUANTITIES

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Unless otherwise provided in the Specifications, any references in the Specifications to quantities of goods or frequency of services to be provided to the City are estimates, and the City reserves the right to require the contractor to provide more or less than the estimated quantity or frequency, or to purchase none at all.

2.25. SAMPLES

- A. Bidder agrees to deliver to the City, at the City's request and at no cost to the City, samples of any or all items listed in the Bid. Said samples may not be returned to Bidder, at the discretion of the City. Inspection or testing by the City does not constitute a waiver of any claims or rights which the City otherwise would have with respect to the quality of goods or workmanship. The City will specify the quantity of samples. If Bidder inadvertently provides an incorrect sample or wishes to exchange the submitted sample with a correct sample, Bidder must provide a written request and explanation to the City, which may be accepted at the discretion of the City. Bidder will have only one opportunity to perform such an exchange.
- B. The City, in its sole discretion, has the right to arrange for testing of samples to determine whether the samples are within Specification. The City will indicate to Bidder that the City desires testing and advise which samples are to be tested and for what purpose. The following additional guidelines must be followed:
 - 1. Laboratory/testing facility used must be pre-approved by the City; and
 - 2. Bidders are solely and fully responsible for the expenses of testing regardless of whether or not the tested sample(s) meets Specifications; and
 - 3. The City and Bidder must immediately communicate upon the City's request for testing to determine which laboratory/testing facility will be used, as well as the time frame in which tests are to be conducted and reported to the City.

2.26. PIGGYBACKING

Bidder understands and agrees that the goods and services described in the Specifications may be purchased by the City and any other governmental bodies at the prices set forth in the Bid. If receiving an Award, Bidder agrees to supply the goods and services to governmental bodies on the same terms and conditions supplied to the City pursuant to the Contract. Bidder understands that to the extent other municipal bodies purchase goods or services, such purchase would be through a separate agreement with said municipal bodies that would not include or involve the City in any form.

2.27. DEBARMENT

Bidder warrants and certifies that Bidder is not prohibited from and has no reason to believe that Bidder is prohibited from providing a submission in response to the Advertisement or entering into any Contract with the City by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code.

2.28. STATEMENT OF AFFILIATIONS

Bidder's Bid must include a completed Statement of Affiliations in compliance with Section 197.08 of the Pittsburgh Code.

2.29. EQUAL OPPORTUNITY COMMISSION GOALS AND GOOD FAITH EFFORT

A. The City of Pittsburgh's Commitment to Economic Inclusion

The City of Pittsburgh is committed to the ideal of providing all citizens an equal opportunity to participate in City and its Authorities' contracting opportunities. It is therefore the City's goal to encourage increased participation of Disadvantaged Business Enterprises (DBE) in all City contracts.

- A. Any intentional deviation from, or inaccuracy in, the stated plan or work performed subsequent to it may result in contract termination or pursuit of further administrative or legal actions. The City reasonably relies on the Bidder's honest and accurate representation of:
 - a. their plans to reach or exceed the goals outlined below
 - b. practices and accurate reporting in pursuit of those goals during the entirety of the work performed

B. Participation Goals

- A. The City requires that all Bidders demonstrate good faith efforts to obtain the participation of Disadvantaged Business Enterprises (DBE), specifically Minority-Owned Business Enterprises (MBEs), Women-Owned Business Enterprises (WBEs), LGBTQIA+ - Owned Business Enterprises and Veteran-Owned Small Businesses (VOSB) in work to be performed under each City contract. The City of Pittsburgh has a goal of not less than:
 - a. Eighteen (18) percent participation of MBEs per contract
 - b. Seven (7) percent participation of WBEs per contract
 - c. Five (5) percent participation by veteran-owned small businesses per contract; and
 - d. Three (3) percent participation by LGBTQIA+ businesses per contract.
- B. These participation goals shall be reflected in the overall dollar amount allocated to MBE, WBE, Veteran, and LGBTQIA+ subcontractors. Once a contract is awarded, the levels of DBE participation will be monitored by the City of Pittsburgh's Equal Opportunity Review Commission (EORC).

C. Demonstration of Good Faith Effort

It is the City's standard to aspire to meet the goals outlined in Section 2.29B. If the Contractor has failed to meet these goals, they must provide a demonstration of good faith effort. In order to demonstrate good faith commitment to these goals, all Bidders shall complete and submit with their bids the documentation that demonstrates compliance with Chapter 177A as outlined below and in the attached Good Faith Effort Checklist:

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A. Documentation Requirements

- a. For each identified contractor and/or subcontractor as part of the project team and/or intended to count towards DBE participation:
 - i. Vendor Name
 - ii. Vendor Address
 - iii. Vendor Point of Contact
 - iv. Contact Information for Vendor (e.g. phone number, email)
 - v. Certification Type and Certifying Entity
 - i. Current certifications (e.g., PAUCP, WBENC, EMSDC, NMSDC, Three Rivers Business Alliance, NGLCC, SBA etc.), for prime contractor and subcontractor intended to count toward meeting participation goals;
 - ii. Self-certification is not accepted
 - vi. Signed Letters of Commitment (signed by both prime contractor and any DBE subcontractor)
 - vii. Type of Subcontracted Work or Materials
 - viii. Committed amount to subcontractor(s) (e.g Total Dollar Amount and Percentage of Total Bid)
- b. Evidence of completed outreach and engagement efforts to DBE subcontractors, including but not limited to:
 - i. Held pre-bid or pre-proposal meetings to discuss upcoming opportunities at least four weeks in advance of solicitation due date.
 - ii. Advertised and conducted outreach with DBEs at least four weeks in advance of solicitation due date.
 - iii. Identified and designated economically feasible portions of the work to be performed by DBEs. This may include breaking down the contract into sub-contracts to ensure participation.
 - iv. Utilized the Pennsylvania Unified Certification Program (PAUCP) Directory and/or other resources to locate and identify potential firms to subcontract with.
 - v. Provided a reasonable number of DBEs written notice via email or mail regarding subcontracting and/or supplier opportunities.
 - vi. Followed up with DBEs who were solicited to determine interest.
 - vii. Provided interested DBEs with plans, specifications, scope of work, and requirements of the contract.
 - viii. Provided feedback to DBEs when bids and/or price quotations are rejected.
 - ix. Made efforts to assist interested DBEs obtain bonding, lines of credit, insurance, equipment, materials, supplies, or other project-related components.

C. Documentation of Outreach (documentation of outreach and response(s) in written communications)

D. Reasoning if no commitment was made

- C. Failure to submit any of the required documentation of outreach efforts listed in section C shall result in rejection of the bid. The City of Pittsburgh reserves the right to deem bidders non-responsive if documentation is incomplete. Bidders shall contact the Sourcing Specialist designated in the Advertisement if further assistance is sought. See Chapter 177A (Sections 177A.01 et. seq.) and Section 161.40 of the City Code.

D. Post-Award Requirements

If awarded the contract, Bidders are required to provide, at a minimum, a DBE utilization report to be filed with each contractor invoice payment application. See City Code Section 177A.07.

- A. The Office of Business Diversity (OBD) shall track vendors' compliance with the terms of their contract upon which the City reasonably relied in its award.
- B. The OBD shall compare DBE commitment to the actual numbers reported by the contractors and their identified DBE subcontractor(s).
- C. If there is a discrepancy, the OBD shall contact the prime contractor and the DBE subcontractor for clarification.
- D. The EORC must address discrepancies between commitment and actual DBE utilization, including by recommending contract remedies according to Chapter 177A of the City Code. The City reserves the right to terminate contracts based on identified discrepancies in DBE participation.

2.30. ANTI-DISCRIMINATION

Contractor shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job-related handicap, or sexual orientation. Contractor shall comply with the applicable provisions of the Pittsburgh Code of Ordinances, Title Six - Conduct Article V Discrimination, and any amendments thereto. Contractor shall comply with the applicable provisions of the Americans with Disabilities Act, any amendments thereto, and any regulations issued thereunder. Contractor shall incorporate in any subcontracts which may be permitted under the terms of the contract, a requirement that said subcontractors also comply with the provisions of this section.

2.31. POINT OF CONTACT

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Prior to Bid Closing, the point of contact for all related questions is the Sourcing Specialist listed in the Advertisement.

3. CONTRACT TERMS AND CONDITIONS

3.1. CONTRACT TERMS APPLICATION

The terms and conditions herein apply to the Contract. All definitions, warranties, and applicable terms and conditions from the Bid Terms and Conditions are incorporated as though set forth herein.

3.2. PAYMENT UNDER AGREEMENT

A. It is the intent of the City to pay all invoices resulting from work performed under an agreement within forty-five (45) calendar days from invoicing. The City CANNOT pay any INTEREST CHARGES OR LATE PAYMENT CHARGES. Any inclusion of such charges may disqualify the proposal from award consideration and/or will be disregarded by the City.

B. Invoices for payment must be received within thirty (30) calendar days of the completion of work or delivery. City reserves the right to reject, not pay, or reduce total compensation for all invoices that are submitted more than 30 days after delivery of goods or completion of services.

C. The City preserves its rights against a prospective Contractor who fails to execute a contract once it is awarded.

3.3. PERFORMANCE

Contractor will furnish material, equipment, tools, labor, and incidental work complete and in place, unless otherwise provided, and be responsible for the complete supervision, performance, and completion of the Work. Contractor must perform the Work strictly in accordance with the Contract and the Director's orders and instructions. Contractor must strictly comply with all dates, deadlines, and milestones under the Contract as time is of the essence for each. Contractor must maintain, update, and make available upon request a copy of all documents arising under the Contract.

3.4. CONTRACTOR THOROUGHLY INFORMED AS TO WORK

Contractor affirms that Contractor has thoroughly examined the Advertisement, Specifications, and Site. Contractor fully understands the conditions to be encountered; the character, quality, and quantities of Work to be performed; the material to be furnished; and the requirements of the Site, Specifications, and Advertisement. Contractor assumes all risks and costs arising from a failure to comply with this provision, and the City will make no allowance or concession for such failure.

3.5. TERMINATION AND DEFAULT

In addition to any rights of termination set forth elsewhere in this Contract, the City may terminate this Contract at any time, without cause or liability, by giving Contractor thirty (30) days' advance written notice of City's intention to terminate.

3.6. OPTION TO EXTEND

The City reserves the right to extend this Contract for up to one hundred eighty (180) calendar days after the expiration of the indicated period of the Contract under Section 1.3. When applicable, an extension notice will be issued defining the exact extension of this Contract; upon extension, all other terms and conditions of the Contract will remain in full force and effect.

3.7. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign this contract or any right to monies to be paid hereunder without the prior written consent of the departmental Director. None of the services covered by this contract shall be subcontracted without the prior written approval of the City. It is further agreed that no subcontract, if consented to, shall under any circumstances relieve the Contractor of any liabilities and obligations under this Contract and should any subcontractor fail to perform the work undertaken

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in a satisfactory manner, such subcontract must be terminated immediately and ended by the Contractor upon notice of the Director to do so. The contractor shall be responsible to require sub-contractors to comply with all of the insurance requirements of this agreement.

3.8. NEW MATERIAL

Unless otherwise provided in the Specifications, all goods to be supplied to the City shall be from new, unused, current stock.

3.9. DELIVERY POINT AND TIME

Unless otherwise expressly provided in the Specifications, the goods and/or services to be delivered or provided shall be delivered to or provided at any place or places within Pittsburgh, Pennsylvania which the City may designate. All deliveries are to be F.O.B. point of delivery. Unless otherwise provided in the Specifications, the successful bidder shall provide all goods and services within thirty (30) calendar days from the date of the City's request therefore.

3.10. PRE-PRINTED TERMS OR CONDITIONS

Bidder's pre-printed Terms and Conditions and/or Contractor's specifications material and contract documents shall have no effect.

3.11. MAINTENANCE AND EXAMINATION OF FINANCIAL RECORDS

- A. Contractor shall maintain books, program and financial records, documents, and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature for which City funding has been provided under the provisions of this Agreement. The Contractor shall maintain such books, records, documents, and other materials in accordance with Generally Accepted Accounting Principles, where applicable.
- B. The Contractor shall provide access, during normal business hours, to such books, program and financial records, documents, and other evidence upon request of the Mayor, the City Controller, or their designees upon receipt of reasonable advance notice, either oral or written.
- C. Contractor's books, records, program and financial records, documents, and other evidence pertaining to services or Work provided under this Agreement must be preserved and made available for a period of three (3) years following the termination of this Agreement.
- D. The Mayor, the City Controller, or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Contractor's books, records, program and financial records, documents, and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Contractor, to the City's sole satisfaction, within thirty (30) calendar days after Contractor's receipt of written notice of such deficiencies. Failure of the Contractor to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the City's sole discretion, may result in the City withholding future payments.

3.12. BONDS AND INSURANCE

Contractor must maintain Bonds in the amount and form described in Section 2.17 and Insurance in the amount and form described in the Section 2.18 of the Bid Terms and Conditions throughout the term of the Contract. If insurance is renewed during the term of the Contract, the new certificate of insurance must be forwarded to:

Office of Management & Budget, Procurement
Room 502, City-County Building
414 Grant Street
Pittsburgh, PA 15219

Such insurance requirements may be waived or altered at the City's discretion, in writing, where appropriate or required by the specific circumstances of the Project at issue.

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3.13. TAXES CHARGED TO CITY

Contractor warrants that no federal, state, or local taxes will be charged to the City for which the City is exempt. Contractor agrees that, at the City's discretion, any charge wrongfully made for exempted taxes must be immediately returned by Contractor to the City or set-off by the City against any amounts owing to Contractor under the Contract.

3.14. PAYMENT OF CITY TAXES AND SET-OFF

- A. Contractor warrants that any and all taxes or municipal claims that may be payable to the City by Contractor are current and not delinquent. If any taxes or municipal claims become delinquent or owing during the term of the Contract or prior to final payment by the City, Contractor hereby grants the City the right to set-off that indebtedness against any amounts owing to Contractor under the terms of the Contract and/or any associated agreement. The City reserves the right to apply set-off payments in whatever manner it deems appropriate.
- B. Contractor is responsible for payment of all local taxes, including but not limited to, the City Business Privilege Tax. These taxes are not reimbursable items under the Contract.

3.15. NO LIEN

Contractor agrees not to file a lien or bond claim on any Work under the Contract and waives any such rights to file a lien or bond claim.

3.16. CONFIDENTIAL MATERIAL

Any City information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the Contractor under this Contract shall be kept confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the City.

3.17. WARRANTIES

Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

3.18. TRANSITION ASSISTANCE [applicable to non-professional services]

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Contractor shall provide, at the option of the City, up to three (3) months after such end date, all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance.

3.19. PERSONNEL

Contractor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services shall possess the skill and competence consistent with the prevailing business standards in the industry. Contractor, and any subcontractor, shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the City. Contractor, or subcontractor, shall notify the City of any desired substitution, including the name(s) and references of Contractor's recommended substitute personnel. The City will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

3.20. INDEMNIFICATION

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A. Contractor hereby agrees to indemnify, save and hold harmless, and defend City, its officers, agents and employees from and against all liens, charges, claims, demands, losses costs, judgments liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by Contractor of any services, or provision of goods, under this Contract; any act, error or omission of Contractor or of an agent, employee or licensee of Contractor or subcontractor of Contractor; and any breach by Contractor of any of the terms conditions or provisions of this Agreement.

3.21. PREVAILING WAGE ORDINANCE

The Contractor agrees that section 161.16(e) of the Pittsburgh Code of Ordinances, stating that Contractor must pay at least the applicable prevailing wages as will have been determined by the City Controller pursuant to the City Service Worker Prevailing Wage Ordinance, Title I, Article VII, Section 161.38(l)(B), as the same may be amended, and as shall have been determined by the Secretary of Labor and Industry to the workers employed in the performance of any contract for public work subject to the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the regulations issued pursuant thereto, and all supplements and amendments thereto, shall be made a part of this agreement as fully as if attached hereto, and that Contractor will comply in all respects with the provisions thereof, insofar as the same affects this Contract.

3.22. ANTI-SWEATSHOP PROVISIONS

The Contractor certifies that none of their goods or products were made under any of the sweatshop conditions as defined in Pittsburgh Code § 161.02(e), or as the same may be amended. If the City is presented with information that would lead the City to reasonably believe that Contractor or its suppliers may be obtaining goods or products for sale, re-sale, lease, or rental to the City that were made under a sweatshop condition, upon request of the City, Contractor shall disclose information, data, and materials reflecting Contractor's practices as they pertain to the procurement and manufacturing of goods/products in compliance with the Anti-sweatshop provisions of Pittsburgh Code Section 161.02.

3.23. STEEL PRODUCTS

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performance of the Contract, only steel products produced in the United States of America, as defined therein, can be used or supplied in the performance of the Contract.

3.24. WORK IN SECURE LOCATIONS AND COMPLIANCE WITH CJIS

Contractor understands that work in secure facilities designated by the City, including but not limited to locations covered under the City's CJIS security policy, may require Contractor to obtain security clearances for all assigned personnel. Contractor agrees that any such work will be performed in compliance with the City's CJIS security policy, as applicable.

3.25. RIGHT-TO-KNOW ACT

Contractor understands that the City is subject to the Pennsylvania Right-to-Know Act and that the Contract may be subject to public disclosure thereunder.

3.26. ENSURING EQUAL EMPLOYMENT OPPORTUNITY FOR PERSONS PREVIOUSLY CONVICTED

Contractor and all Subcontractors agree that they shall comply with section 161.16A of the Pittsburgh Code of Ordinances, Ensuring Equal Employment Opportunity for Individuals with Previous Criminal Convictions, and the regulations issued pursuant thereto, and all supplements and amendments thereto, which shall be made a part of this agreement as fully as if attached hereto. Contractor will comply in all respects with the provisions thereof, insofar as the same affects this contract, subject to exceptions for public safety agreements/contracts and those entered into with other political subdivisions, the Commonwealth of Pennsylvania or the United States of America.

3.27. COMPLIANCE WITH LAWS

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In addition to all laws explicitly referenced in the Contract, Contractor shall fully obey and comply with all other federal, state, and local laws, statutes, ordinances, resolutions, and administrative regulations which are or should be applicable to any Work performed under this Contract. Contractor agrees to maintain throughout duration of the Contract, all necessary City, county, and state licenses, certifications, and approvals as applicable (including required professional licenses and exams), and to immediately notify the City of Pittsburgh, Office of Management and Budget of any loss or changes of licenses, certifications, or approvals.

3.28. GOVERNING LAW

The Contract will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the federal or state courts in Allegheny County, Pennsylvania.

3.29. CONFLICT-OF-INTEREST

In accordance with applicable provisions of the City Code and Home Rule Charter, no member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the Project, shall have any personal financial interest, direct or indirect, in the Contract; and Contractor shall take appropriate steps to assure compliance.

3.30. FORCE MAJEURE

Neither Contractor nor the City shall be held responsible for losses resulting if the fulfillment of any terms or provisions of an Award resulting from the Contract is delayed or prevented by unforeseeable causes including but not restricted to Acts of God, restraint of Government, natural disasters, war, civil unrest, or for any other causes which are unavoidable through the exercise of due care and beyond the control of the party who is to perform.

3.31. NON-EXCLUSIVITY

The City reserves the right at its sole discretion to utilize other contracts (such as Commonwealth of Pennsylvania or County of Allegheny contracts) for the goods or services described herein. The City also reserves, at its sole discretion, the right to solicit separately or perform itself any performance of Work that may be included in this agreement.

3.32. SEVERABILITY

The invalidity or unenforceability of any provision of the Contract will in no way affect the validity or enforceability of any other provision in the Contract.

3.33. INTEGRATION

The Contract embodies the entire Contract between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties.

3.34. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in several counterparts, each of which will be deemed original, but all of which together will constitute one and the same instrument. Signatures to the Contract transmitted by electronic means shall be valid and effective to bind the party so signing.

3.35. ASSIGNMENT

Contractor must not assign the Contract or any right to monies to be paid under the Contract without written consent of the City.

3.36. WAIVER

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The waiver by the City of any breach or violation of any provision of the Contract will not operate or be construed as a waiver of any subsequent breach or violation hereof.

3.37. AMENDMENT

This Contract may only be amended by written agreement of all parties hereto, duly executed, and pursuant to necessary legislative action.

3.38. INDEPENDENT CONTRACTOR STATUS

Contractor is performing as an independent contractor under the Contract. The Contract will not render Contractor an employee, partner, agent of, or joint venture with the City for any purpose.

3.39. CHANGE ORDER POLICY AND PROCEDURE

The City of Pittsburgh will only accept and approve change orders under one or more of the following circumstances:

- **Change of Scope:** The deliverables of the project are altered, expanded, or otherwise modified beyond the original contract requirements.
- **City-Caused Delays:** Delays to the project timeline that are the direct result of actions or inactions by the City of Pittsburgh.
- **Unforeseen Conditions:** Site-specific conditions not reasonably discoverable during pre-project investigations that materially affect the scope, cost, or schedule of the work. Examples include, but are not limited to, unmapped utility lines or unexpected subsurface conditions. *Note: Changes in market conditions, such as increased material or labor costs, do not qualify as unforeseen conditions.*
- **Errors and Omissions:** Inaccurate, incomplete, or otherwise deficient information in construction drawings, technical specifications, or other project documents provided by the City or its agents.

Any request for a change order must clearly identify the applicable criterion, provide sufficient documentation to substantiate the claim, and be submitted for review and written approval by the City prior to execution of any additional work. The City reserves the right to deny any change order request that does not meet these criteria or lacks adequate justification.

Change orders may also be required for administrative purposes, in cases where there has been a reduction in services or materials, and the City receives a rebate from the Contractor as a result.

3.40. AUTHORIZATION

This Agreement is entered into by the City of Pittsburgh pursuant to City Code § 161.01A and subsequent authorizing resolution.

3.41. GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered prior to acceptance, it shall be the responsibility of the Contractor to notify the City immediately, in writing, indicating the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3.42. CONDITION AND PACKAGING

Unless otherwise provided by special terms and conditions or Specifications, any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.

3.43. HOME RULE CHARTER AND LIABILITY OF CITY

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The Contract is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of the City thereunder is limited to amounts which have been, or may be, from time to time, appropriated specifically for the Contract by legislation of the Pittsburgh City Council. Contractor agrees that the City will not be made subject to any late fee, penalty, or interest charge as a condition of payment, delay, or for any other reason. In addition, in no event will Contractor hold the City liable for any special, indirect, incidental, reliance, lost profits, or other business interest damages under any circumstance.

4. CONSTRUCTION TERMS AND CONDITIONS

4.1. DEFINITIONS (LS)

In addition to the definitions of the Bid Terms and Conditions, which apply as though incorporated herein, the following definitions will apply to these Construction Terms and Conditions.

Certificate of Final Acceptance: A written document issued by the City certifying the City's final acceptance of the Work.

Certificate of Substantial Completion: A written document issued by the City certifying substantial completion of the Work prior to final inspection or the City's taking possession of partially completed Work.

Change Order: An order issued from the City, through the City's Pending Change Notice Process, for a change in Work that will increase the Not-To-Exceed-Amount or result in an extension of the Work schedule.

Completion Date: The date set forth in the Scope of Work by which the Project must be completed.

Inspector: the City's authorized representative to conduct inspections of the Work.

Not-To-Exceed Amount: The cost of performance for all Work that may not be exceeded under the Contract except by Change Order.

Notice-To-Proceed: A written notice from the City to Contractor to begin performance of Work.

Overhead: Cost of business operations not considered compensable or billable as a separate itemized expense.

Pending Change Notice Process: the City's process by which a Change Order is executed.

Schedule of Values: The schedule of values prepared in accordance with Section 4.3.

Shop Drawing: Drawings prepared by Contractor upon request of the City to supplement or detail the Work, including but not limited to, catalog cuts of proposed equipment and assemblies.

Superintendent: A designated representative of Contractor who oversees Work at the Site and who is vested with full authority to act on behalf of and receive notices for Contractor.

4.2. INITIATING WORK (LS)

After execution of a Contract, Work will be initiated as follows:

A. the Director will issue a Notice-To-Proceed detailing the date when Work must begin and end.

B. Before the Notice-To-Proceed start date, Contractor must, at the option of the Director, attend a pre-construction conference where Contractor must provide:

- (i) a construction schedule including a proposed start date, phases (as applicable), and completion date in conformity with the City's deadlines, (ii) a Schedule of Values that includes cost breakdowns for labor, material, and equipment, all in conformity with the rates and unit prices of the Contract, (iii) a list of Shop Drawings, as requested, (iv) a list of subcontractors and suppliers with their supporting documentation, and (v) contact information for Contractor personnel on the Project.

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- C. Contractor will not be permitted to commence Work until receiving written affirmation from the City that the requirements herein, as well as any specific requirements of the Notice-to-Proceed have been satisfied. Contractor's failure to comply with the requirements herein or the Notice-to-Proceed will not be grounds to adjust the start date, end date, or any other deadlines of the Work.

4.3. COMPENSATION METHOD (LS)

- A. Compensation will be on a lump sum basis. The Not-to-Exceed Amount is stated in the Scope of Work and, including adjustments authorized in the Contract, is the total amount payable by the City to Contractor for performance of the Work. The City will have no liability for any fee, cost, or expense above the Not-to-Exceed Amount.
- B. Contractor shall submit a Schedule of Values to the City before the first Invoice, allocating the entire Not-to-Exceed Amount to the various portions of the Work. The Schedule of Values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the City. The City shall have the opportunity to object to the Schedule of Values, and in the event of an objection, the City and Contractor will cooperate in good faith to agree upon a final Schedule of Values. The final Schedule of Values must be agreed to in writing by the City. This final Schedule of Values shall be used as a basis for reviewing Contractor's Invoices. Any changes to the Schedule of Values must be submitted to the City and supported by such data to substantiate its accuracy as the City may require, and must be approved by the City in writing prior to implementation of such changes.

4.4. SCHEDULING

- A. Contractor understands that time is of the essence for all dates, deadlines, and milestones under the Contract. Contractor must strictly comply with all dates, deadlines, and milestones.
- B. Contractor must attend all Project control and progress meetings scheduled by the City, including but not limited to pre-construction meetings, pre-final inspection meetings, and final inspection meetings.
- C. Contractor must provide, monthly and upon request, an updated construction schedule and progress report to the City including progress of construction activities, impacts on the current schedule, planned progress for the next month, and other related schedule and progress information.

4.5. CHANGES TO WORK (LS)

- A. A change in Work that will increase the Not-To-Exceed-Amount or may require an extension of the Work schedule may only be made with a Change Order executed by the Director and made in accordance with the City's Pending Change Notice Process, including legislative authorization if applicable.
- B. Minor changes to the Work that do not result in a change to the Not-To-Exceed-Amount or extend the Work schedule may be issued in writing by the Director. If Contractor believes that the proposed minor change will increase the Not-To-Exceed-Amount or require an extension of the schedule, Contractor must immediately provide notice prior to implementation of the order. Contractor's implementation of the order without said notice waives any cost or time adjustment.

4.6. USE AND POSSESSION PRIOR TO FINAL ACCEPTANCE

- A. The City may at any time take possession of or use any completed or partially completed Work. Before taking possession of or using any part of the Work, the Director will furnish Contractor with a Certificate of Substantial Completion listing outstanding Work remaining to be completed or corrected. The City's possession or use of some of the Work will not be deemed an acceptance of all Work required under the Contract.
- B. For any portions of Work for which the City has claimed possession or use, Contractor will be relieved of the responsibility of loss or damage to the Work resulting from the City's possession or use. Protection of all other Work prior to issuance of a Certificate of Final Acceptance remains Contractor's responsibility. Contractor must repair or replace any Work damaged before such time at Contractor's sole expense.

4.7. INSPECTIONS

- A. Contractor understands that an Inspector may be present during the Work and may be viewed on the Public project page. The Inspector will act as the Director's representative on all matters in the field. The Inspector does not have authority to approve Work, accept substitutions, execute Change Orders, or approve time extensions.

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Contractor must fully cooperate with the Inspector. Contractor's field representative may be required to sign the Inspector's daily log as verification of hours worked by Contractor. Only actual hours that workers are engaged in Work will be logged by the Inspector.

- B. Inspection and testing of materials may be required by the Director at the place of production or manufacture, at the shipping point, at the destination, and at the Site, whether installed or not. Inspection and testing, or lack thereof, of materials by the City does not relieve Contractor from responsibility for any defect therein or other failure to meet the requirements of the Contract and will not be considered as a guarantee of acceptance of any materials furnished by Contractor. Any material that is found to be defective during the tests must be removed and replaced with new by Contractor at no cost to the City.
- C. Inspection and re-inspection of any portion of the Work may occur at any time before acceptance of the Work. If the City determines that Work does not meet the requirements of the Contract, Contractor must make such Work acceptable. Any portion of the Work may be rejected by the City if found not to meet the requirements of the Contract.
- D. If the City deems it necessary to inspect any portion of the Work that is not visible or accessible, the portion of the Work in question must be uncovered by Contractor. If such portion of the Work is found to be in accordance with the Contract, the City will pay all costs incurred to perform this inspection. If such portion of the Work is not in accordance with the Contract, Contractor will pay all costs incurred to perform this inspection.
- E. When a Certificate of Substantial Completion is issued, Contractor must arrange a pre-final inspection with the designated Inspector. At that time a "punch-list" of deficiencies and/or incomplete Work will be compiled and sent to Contractor for completion. All "punch-list" items must be completed within thirty (30) calendar days of issuance of the "punch-list" unless otherwise directed by the Director. If there are no discrepancies found at the pre-final inspection, this inspection may be considered a final inspection at the option of the Director.
- F. Inspection or approval of any portion of the Work by the City will not relieve Contractor of its obligations to fulfill the requirements of the Contract including, but not limited to, Contractor's warranty and guaranty obligations.

4.8. FINAL ACCEPTANCE

After the City's approval of the final inspection, receipt by the City of all concluding requested documentation from Contractor, and approval of the final Invoice for payment, the City will issue a Certificate of Final Acceptance certifying that all Work on the Contract has been completed as of the date of the Certificate of Final Acceptance, subject to any guaranty or warranty, expressed or implied, provided by Contractor or pursuant to the Contract. The issuance by the City of the Certificate of Final Acceptance will not be construed to be acceptance by the City of any defective Work, improper materials, or Work not otherwise in conformance with Contract.

4.9. INVOICING AND PAYMENT PROCESS (LS)

- A. The City shall make progress payments to Contractor at monthly intervals in accordance with the procedure set forth in this Section.
- B. At least ten (10) days before the date established for each progress payment, Contractor shall submit to the City an itemized Invoice prepared in accordance with the Schedule of Values for completed portions of the Work. Invoices must be submitted directly to the Director. In addition to any invoicing procedures specifically required by the Director, Contractor must comply with all provisions in the Contract to receive payment.
- C. Contractor understands that any Invoice submitted is subject to review and approval by the City. Only an Invoice reviewed and approved by the City is eligible for payment. Contractor agrees that all invoicing and payment will be governed strictly in accordance with the Contract and will not be governed by the default rules of 62 Pa. C.S. § 3932. In accordance therewith, Contractor acknowledges that the City will endeavor, but is not formally bound, to provide payment for an approved Invoice within forty-five (45) business days. Contractor understands and agrees that no interest or penalty will be due from the City for any payment regardless of date of payment.
- D. Invoices must be submitted within thirty (30) calendar days of the completion of Work or delivery for which payment is requested. Contractor waives a right to payment for Invoices submitted more than thirty (30) calendar days after delivery of goods or completion of Work for which payment is requested. Contractor may not submit more than one (1) Invoice within a thirty (30) calendar day period.
- E. Invoices shall be supported by all data substantiating Contractor's right to payment that the City requires and shall reflect retainage, as provided in the Contract. Invoices must be itemized, sufficiently detailed, and accompanied by supporting documentation to allow for a reasonable audit of Work completed.

All pricing on the Invoice must align to the pricing of the Contract. Invoices must also be consistent with amounts found in the Inspector's daily labor and

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material logs.

F. All Invoices must be certified by Contractor as to their accuracy and certified that all Work for which an Invoice is submitted are, at the time of Invoice submission, free and clear of all liens, claims, security interests, or encumbrances in favor of Contractor or any relevant third party.

G. Each Invoice will constitute an express representation by Contractor that:

1. Partial payment requested has been incurred by Contractor on account of the Work or is justly due to subcontractors;
2. Materials, equipment, and supplies for which such Invoice is being submitted have been installed or incorporated in the Project or have been stored at the Site, and that materials, equipment, and supplies covered by prior payments are not subject to any security interests or similar encumbrances;
3. No claims have been filed or have been threatened to be filed by any subcontractor or anyone claiming through a subcontractor in connection with the Project, or if such claim has been filed or threatened, state in full the reasons therefore; and
4. The Work which is the subject of such Invoice has been performed in accordance with the Contract.

H. Invoices must conform to the following requirements:

1. All Invoices submitted must include the City Purchase Order number (e.g., 123456OC) and the City Controller number.
2. If an Invoice includes labor hours, such hours must be itemized separately from the cost of materials.
3. If an Invoice includes materials, equipment rental, or facilities rental, Contractor must provide evidence of the cost including receipts. These items are reimbursed at cost only.
4. If an Invoice includes rental of facilities, Contractor must provide evidence of the cost, including receipts. Rental of facilities is reimbursed at cost only.
5. If an Invoice includes subcontracted work, Contractor must submit a complete breakdown of subcontracting costs together with all subcontractors' documentation including but not limited to the subcontractor's direct invoice to the Contractor. Contractor must require subcontractor to provide supporting documentation to subcontractor's Invoice consistent with the requirements for Contractor's Invoice (i.e., labor Invoices, material invoices, equipment rental, etc.).

I. Contractor understands that the City at its discretion may withhold payment for any disputed items on an Invoice. The City may dispute items on an Invoice for reasons including but not limited to untimely or incomplete Invoice submission, failure to supply sufficient supporting documentation, unsatisfactory or deficient performance of Work, or failure to satisfactorily complete Work within designated deadlines. If the City disputes an item on an Invoice, the City will notify Contractor within fifteen (15) business days after receipt of an Invoice. The City's approval of an Invoice and payment will not by itself constitute acceptance of Work.

J. Contractor shall pay each subcontractor the amount to which the subcontractor is entitled no later than seven (7) days after receipt of payment from the City, reflecting percentages actually retained from payments to Contractor on account of the subcontractor's portion of the Work. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner. Contractor's payments to suppliers shall be treated in a manner similar to subcontractor payments provided in this Section. The provisions set forth in this Section are strictly for the benefit of the City in order that satisfactory morale and relations with subcontractors and suppliers will be maintained and will not under any circumstances confer any right upon any third party.

K. The City has the right to request written evidence from Contractor that Contractor has properly paid subcontractors and suppliers amounts paid by the City to Contractor for subcontracted Work. If Contractor fails to furnish such evidence within seven (7) days, the City shall have the right to contact subcontractors and suppliers to ascertain whether they have been properly paid. The City shall not have an obligation to pay or to see to the payment of money to a subcontractor or supplier, except as may be otherwise required by law.

4.10. FINAL INVOICE (LS)

A. A final Invoice must be submitted within forty-five (45) calendar days after the completion of final Work on a Project. Even if no item is disputed on a final Invoice, Contractor understands that the City may withhold payment if Contractor fails to submit all required product warranties, operation manuals, and maintenance manuals.

B. As a condition of submitting a final Invoice, Contractor certifies that the final Invoice constitutes full and complete payment of all monies owed and billable on the Project. Any exception to this should be so noted and tallied on the final Invoice. After receipt and processing of the final Invoice, the City will not accept any further Invoices and will consider the Project closed.

C. Upon request, Contractor must provide evidence with the final Invoice that any third-party obligations on Contractor arising from the Work (such as subcontractor costs, material purchase, labor, equipment rental) have been paid, discharged, or waived.

- D. Acceptance of final payment by the Contractor, a subcontractor, or a supplier shall constitute a waiver of claims by the payee except those claims previously made in writing and identified by that payee as unsettled at the time of the final Invoice.

4.11. LABOR HOURS (LS)

- A. If Contractor personnel reports, as directed, to the Site, and Work is cancelled because of inclement weather, breakdown, or any other just cause, as determined by the City, such personnel will only receive two (2) hours' compensation; personnel working two (2) hours but fewer than four (4) will receive four (4) hours' compensation; personnel working four (4) hours but fewer than six (6) will receive six (6) hours' compensation; personnel working six (6) hours but fewer than eight (8) hours will be compensated for eight (8) hours. These terms apply only to trades people (not Superintendents, project managers, etc.) and only when such cancellation is so directed by the City. Loss of labor hours due to cancellations, delays, or other reasons resulting from any negligence, default, or failure to properly perform by Contractor is not compensable.
- B. Expenses for labor hours of principals, project managers, estimators, expeditors, clerical personnel, and all other office personnel will be considered Overhead. Expenses for time spent in preparation of an estimate for each Project will be considered Overhead. Time spent preparing and securing permits, Shop Drawings, other submittals, schedules, reports, and Invoices will also be considered as part of Overhead. Overhead costs are not compensable as expensed line items.
- C. Superintendent field time must be verified by Inspectors' logbook entries. Only the Superintendents' actual time spent on the Site will be compensated to the nearest quarter (1/4) hour. Superintendents' travel time and office time will be considered Overhead.
- D. Hours that are not considered compensable include but are not limited to: hauling or delivery of personnel, materials, supplies, or equipment to/from/within the Site and travel time for personnel to/from/within the Site. Time charged for picking up unexpected material needs, etc., may only be compensated at the lowest trade rate of the Bid and only with prior written approval of the Director.
- E. Overtime Work will not be eligible for additional compensation unless such compensation method is approved by the City in writing prior to the performance of Work. If an opportunity for additional payment is approved, such time may be charged as a multiple of the appropriate hourly rate as per the Fair Labor Standard Act.
- F. Attendance at scheduled Project control meetings, including but not limited to the pre-construction meeting, pre-final inspection, final inspection, as well as any other progress meetings, will be considered a pay item for one representative of Contractor.
- G. Subcontractors' labor rates including Overhead and profit for common labor classifications that are the same as those listed in the solicitation may not exceed the hourly labor rates placed in the Bid under that section for that particular trade. Billing rates for unlisted common and specialty labor may not exceed industry standard rates for that trade and must be previously and specifically approved by the City. Payroll verification for unlisted common and specialty labor must be submitted with an Invoice. Unapproved or unverified common or specialty labor payroll billings will be paid at the lowest labor rates in the Bid. Subcontractors' verifying Invoices must be broken down by personnel (rate and hours worked), materials, and equipment in the same manner as Contractor's Invoice.
- H. Off-site fabrication time may be eligible for payment only if approved by the Director and is included in the Bid. Contractor must allow the Inspector to verify off-site fabrication to the satisfaction of the City.
- I. Contractor's schedule development and coordination activities with other entities are not compensable.

4.12. VERIFICATION OF QUALIFICATION (LS)

At any time, the City may require Contractor to provide satisfactory verification (i.e., certification, employment history) of any employee tradesperson's or subcontractor's experience and abilities. The inability to provide verification satisfactory to the City will be grounds for that tradesperson's removal from participation in the Work with replacement at Contractor's expense.

4.13. SUPERVISION

Contractor will supervise and direct the Work. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

Contractor will employ and maintain on the Work a qualified Superintendent who shall have been designated in writing by Contractor. The Superintendent shall have full authority to act on behalf of Contractor and all communications given to the Superintendent shall be binding as if given to Contractor. The Superintendent shall be present on the Site at all times as required to perform adequate supervision and coordination of the Work.

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4.14. COORDINATION

- A. Contractor must cooperate with any and all other entities involved in the Project, including the City, in the scheduling of Work such that Contractor's activities remain on schedule while not delaying or interfering with the activities of any other entity.
- B. If requested, Contractor must assist in the formation, periodic updating, and distribution of a master Project schedule through coordination with other primes and subcontractors or provision of input to general contractors.

4.15. PERMITTING

- A. Contractor must secure all necessary permits and licenses required for the performance of all Work under the Contract and must pay all fees, charges, and expenses arising therefrom.
- B. Although the City will waive any fees and charges normally associated with issuance of City Work-related permits, Contractor is still responsible to apply for and receive such permits.

4.16. COMPLIANCE WITH LAW AND SAFETY REQUIREMENTS

- A. Contractor must comply with all applicable federal, state, and local codes, regulations, and standards, including those in regard to protection of the environmental and public. Where codes, regulations, and standards are referred to herein, it is understood that such reference is to the current issue in effect at the date of the Contract, including all revisions and addenda, if any.
- B. Contractor will be held responsible for the protection of the public as well as City personnel during construction. Appropriate protection includes, but is not limited to, erection of barricades, screens, or other such enclosures/precautions to protect other portions of the Site or building from dust, fumes, and all other construction debris within the Site.
- C. Contractor must comply at all times with applicable federal, state, and local laws and regulations, provisions, and policies governing worker safety and health, including the Federal Construction Safety Act (Public Law 91-54), 29 CFR Chapter XVII, Part 1926, Occupational Safety and Health Regulations for Construction, and the Occupational Safety and Health Act (Public Law 91-596), 29 CFR Chapter XVII, Part 1910 Occupational Safety and Health Standards for General Industry, and subsequent publications updating these regulations. Contractor must also take any other needed action or proceed as directed to protect the life, health, and general occupational welfare of personnel employed on the Project.
- D. Contractor must comply with Act No. 287 of the General Assembly, approved December 10, 1974, which defines the procedures for notification to public utilities prior to excavation, drilling, or demolition Work by use of powered equipment or explosives. For confirmation of utilities call 800-242-1776.

4.17. EMERGENCY WORK

- A. An emergency exists if there is a threat to life, public health or safety, improved property, or some other form of dangerous situation as determined by the Director that requires immediate action to alleviate the threat. Contractor must be prepared at any time to perform emergency Work at the Site within a four (4) hour notice.
- B. Contractor must have twenty-four (24) hours a day in-person accessibility and must provide the City with the name and contact information for the designated on-call individual.
- C. Contractor must be prepared to respond within twenty-four (24) hours to any requests by the City.

4.18. DRAWINGS AND TECHNICAL SPECIFICATIONS

- A. Contractor must fully comply with all Drawings and Specifications listed or associated with each Project, including but not limited to compliance in materials, equipment, and installation. Where specific standards, Specifications, and codes are referred to herein, it is understood that such reference is to the version of the City's Request or Notice-To-Proceed, including all revisions and addenda, if any.

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- B. Upon request of the Director, Contractor must provide Shop Drawings. These submittals must be furnished in a timely manner so as not to delay the progress of the Work.
- C. If specifically indicated in writing by the Director, Contractor may be required to comply with the provisions of PennDOT Publication 408, as amended. In such case, if there is a conflict between Publication 408 and the Contract, the decision of the Director will control.

4.19. GUARANTEES AND WARRANTIES

- A. Contractor guarantees and warrants the Work to be in accordance with the requirements of the Contract, to be fit for its intended purpose and to be free from defective and inferior materials, equipment and workmanship. Work, materials, and equipment not conforming to these requirements, including substitutions not properly approved in accordance with the Contract, will be considered defective.
- B. If, during any applicable guarantee or warranty period or within two (2) years from the date of issuance of the Certificate of Final Acceptance, whichever is later, the City determines that the Work is defective, not fit for its intended purpose, or not in accordance with the requirements of the Contract, the City will inform Contractor in writing, and Contractor must promptly repair or replace such Work to the satisfaction of the City and any collateral or additional damage resulting from the defective Work within a time specified by the City, without additional expense to the City.
- C. Contractor warrants that materials and equipment are of good quality, and unless specifically provided otherwise in the Specifications, all materials are from new unused stock.
- D. Contractor must assign the City any warranties applicable to Work, materials, and equipment from any manufactures, suppliers, vendors, subcontractors, or otherwise. Contractor must perform Work so as to not void or otherwise invalidate such warranties.
- E. Contractor understands that additional warranties of specific materials and systems may be required in Specifications of particular Projects.

4.20. INSTALLATION AND MATERIAL REQUIREMENTS

- A. Notwithstanding prior inspection or approval by the City, only materials conforming to the requirements of the Contract may be incorporated into the Work
- B. Installation must be of a quality not less than industry standard for any trade covered herein.
- C. All materials furnished under the Contract must be determined safe by nationally recognized testing laboratory. All material must be labeled, certified, or listed by such laboratory.
- D. The City may, at its discretion, supply some or all materials required by the Contract. Quantity estimates for said material will be the responsibility of Contractor.

4.21. TESTING

All materials must be tested in accordance with the requirements of the Contract and at the request of the Director. If testing is required, Contractor must inform the City at the pre-construction meeting of the testing laboratory it proposes to use and obtain the City's written approval of the laboratory prior to conducting tests. Any testing laboratory proposed by Contractor must be accredited by applicable states, agencies, and/or associations for the material to be tested. Contractor must notify the City designee of the date and time arranged for all testing no less than forty-eight (48) hours in advance of each event so that the Inspector may be present to observe the testing.

4.22. STORAGE OF MATERIALS

- A. Contractor will be required to store all material and equipment in a location that will not interfere with the normal operations of other contractors, employees, or operations of the City, and in a manner that will afford such items maximum protection. The City will not guaranty the security of nor be responsible for loss, damage, or theft of stored materials or equipment in a City facility. Security of materials and equipment is Contractor's responsibility. Contractor must repla – such items, as required, at Contractor's own expense.

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- B. When City-owned materials are relocated by Contractor, such materials must be transported with due care in a workmanlike manner, the parts must be marked for identification, and the whole must be stored in the City's designated stock location in Contractor's premises. Contractor may be directed to transport the material directly to a separate City-designated storage area.
- C. Prior to issuance of a Certificate of Final Acceptance, a list of all City-owned materials in the possession of Contractor must be sent to the Director. Said materials must be returned, at Contractor's expense, to the designated City facility or as directed by the Director.

4.23. RESTORATION AND MAINTENANCE OF SURFACES

- A. Contractor must adequately protect adjacent Work, existing or new. Contractor must restore all materials, including Site paving, other Site improvements, landscaping, exterior building components and surfaces, interior building components, equipment, and surfaces that may have been damaged through Contractor's activities to a condition equal to that before Work began, furnishing all labor and material required at Contractor's sole cost.
- B. During the installation, removal, repair, or maintenance of equipment under the Contract, it may be necessary for Contractor to move, remove, or relocate signs, fences, barriers, or other objects in order to gain access to existing equipment or to the proposed equipment Site. Contractor must perform such duties at no additional charge and must restore the Site to its original condition at the earliest opportunity.
- C. Contractor must not injure trees except as may be necessary to perform Work as determined by the City. Trimming or alteration of any trees in connection with the Work or access to the Site will be done only after obtaining necessary permitting and must be performed in accordance with applicable law, including but not limited to Chapter 483 of the City Code of Ordinances and any regulations issued thereunder. under the supervision of an Inspector.

4.24. CUTTING, FITTING, AND PATCHING

- A. Contractor must do all cutting and fitting of all Work that may be required to make the related parts come together properly to receive or be received by other parts of the Work. Contractor must also do such patching of related parts and assemblies that may be required as a result of cutting and fitting Work.
- B. Contractor must not endanger the stability of existing structures or any part of the Work thereof by cutting, digging, or other operations. Contractor must not cut or alter any structural components in any way save with the written consent and under direction of the Director.
- C. All patching must be performed by skilled labor in the trade that originally erected the Work. Patching must be performed so as to restore any parts to their original condition prior to the Work or better.

4.25. CLEANUP OF SITE AND DISPOSAL

- A. Contractor must not allow waste material or rubbish caused by Work under the Contract to accumulate in or about the Site but must promptly and thoroughly remove rubbish and tools daily from the Site, including the immediate Work area, equipment, and scaffolding, unless otherwise approved in writing by the Director. The stockpile of stored material must be maintained in an orderly condition. Prior to a final inspection, Contractor must present the Site thoroughly cleaned and ready for use. The City may remove rubbish or perform cleanup at any time and deduct the City's costs from Contractor's final payment.
- B. Contractor will be responsible for removal and disposal of all waste associated with the Work to an off-site location, unless otherwise indicated by the Director. Contractor will bear all responsibility, legal or otherwise, for the environmentally safe disposal of construction debris, rubbish, and waste material. Contractor must secure all permits, pay all fees, and produce documentation attesting to the legal and safe disposal of such waste.
- C. Material with salvage value must be disposed of as instructed by the Director. Salvaged payments to Contractor will be returned to the City by way of a credit.
- D. Special conditions for disposal of toxic or hazardous materials and/or equipment must be specifically addressed by Contractor at the pre-construction meeting, or as soon as Contractor knows or should have known about the presence of unforeseen toxic or hazardous materials. All such special conditions are subject to the approval of the City.

4.26. LIQUIDATED DAMAGES

Substantial or unreasonable delays in response times, estimated time, or non-adherence thereto, in addition to any failure to meet Project schedule deadlines or other failure to comply with the terms and conditions of the Contract will constitute cause for the assessment of liquidated damages. Contractor agrees to the Completion Date set out in the Scope of Work and acknowledges that if the Project is not completed by the Completion Date, the delay will materially interfere with the City's operations. In the event of any such delay, it would be difficult to establish the actual damage for which Contractor is the material cause. Contractor and the City therefore agree that in the event of such delay in completion of the Project beyond the Completion Date, the amount of damages shall be as set forth in the Scope of Work and agree that Contractor shall pay such amount as liquidated damages, not as a penalty. The amount of liquidated damages if the Project is not completed by the Completion Date shall be the amount set out in the Scope of Work, which amount shall be paid for each calendar day following the Completion Date. Assessment of liquidated damages does not require filing a claim, and any such assessed damages will be immediately deducted from payments due under the Contract. The City may set off any amounts owed by Contractor for liquidated damages against any amounts owed to Contractor by the City under the Agreement. The liquidated damages provision in this Section is also subject to the provisions related to Force Majeure set out in the Contract and shall not be construed to limit any other remedy of City under the Contract included finding of default and termination under Section 3.4.

4.27. CLAIMS

- A. For any claim, dispute, or other matter arising under the Contract, Contractor must follow the procedures set forth herein.
- B. Contractor must provide to the City, within thirty (30) calendar days of Contractor's first knowledge of the beginning of the event giving rise to such claim, a written claim, which must set forth, in detail, the amount of additional compensation or time claimed, the basis for the claim and the amount claimed, and evidence regarding liability, causation, and damages, sufficient to enable the City to render a decision with respect to such claim. Contractor must also provide all documents and information supporting the claim as well as cooperate fully with the City's requests for additional information.
- C. Within ninety (90) calendar days of receiving all such information and evidence, the City will render a written decision with respect to the claim. Failure by Contractor to comply with Subsection B will be just cause for the City to deny the claim outright.
- D. Unless otherwise agreed by the City in writing, Contractor must carry on and maintain the progress of the Work during any claim, dispute, or court proceeding.

4.28. RETAINAGE

The City shall be entitled to withhold retainage in connection with applications for payment as follows: partial payment to Contractor for labor performed under either a unit or lump sum price contract shall be made at a rate of ninety-two percent of the estimates prepared by Contractor and approved by the architect/engineer. All labor performed after the Project is fifty percent (50%) completed shall be paid for at the rate of one hundred percent (100%) of the estimates submitted by the Contractor and approved by the architect/engineer. Retainage shall held until the City's issuance of the Certificate of Final Acceptance.

5. Scope of Work

5.1. CORRESPONDENCE

- Correspondence related to this bid is managed through the Office of Management and Budget (OMB) via the OpenGov Procurement Platform.
- Questions or requests for clarification should be made through OpenGov or directed to the contact listed in the bid.
- Only questions submitted through OpenGov will be considered as a record of the project bid.
- Correspondence directed to Architects, Engineers, or other consultants, or any City Department other than OMB will not receive a response, and will not be considered.

5.2. CONFIDENTIALITY, NDA REQUIREMENTS

- Construction or renovation of any Public Safety building is confidential as related to the structure, envelope, and interior layout. Plans and Technical Specifications are not attached to this bid.
- Interested bidders must first complete the attached Non-Disclosure Agreement (NDA) form as Attachment A and send to joshua.lamonde@pittsburghpa.gov.
- Once signed, a download link will be emailed to that user, and links to any package updates will be emailed as soon as they are loaded to our website

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5.3. TEAM REQUIREMENTS

- All prospective bidders shall have experience with high-performance building construction methods as outlined in the project documents.
- All prospective bidders acknowledge and agree that the construction team shall be a team previously used to perform quality construction with a proven track record and experience of similar projects.
- General, Mechanical, Electrical, and Plumbing prime contractors are required to upload **AIA Document A 305TM - 2020 Contractor's Qualification Statement** as part of their bid. These will be checked as part of the responsibility review; contractors who fail to include the form with their submission will not be considered.

5.4. MULTI-PRIME BID

- Pursuant to the PA Separations Act of May1, 1913 (P.L. 155, No. 104), 53 P.S. §1003 (Municipal) and 71 P.S. §1618 (State) construction will be bid out under four trades, General Construction, Mechanical, Electrical and Plumbing.
- Prior to construction, each prime will meet with the Design team, the CMCI and the City to clarify the reporting structure.

5.5. CONSTRUCTION KEY HIGHLIGHTS

- Construction includes a one-story high performance Public Safety station approximately 20,000 SF.
- This will require General Construction, Mechanical, Electrical, Plumbing, and Fire Protection contractors as called out in plans and Technical Specifications.
- Site work includes, but is not limited to, mine grouting, Geopiers, earth moving, stormwater management.
- Program space includes, but is not limited to, apparatus bays, fire gear storage, turnout gear storage, mechanical equipment room, shared fitness room, training areas, kitchen/dayrooms for each bureau, administrative space and bunk rooms, and separate community space.
- Utility work and coordination with Utility companies is the responsibility of the Contractors. Contractors shall confirm existing utilities as early as possible to avoid long, and costly delays to project.
- The full scope of this project is outlined in detail in the contract documents. Contractors are responsible for familiarity with the entirety of the contract documents.
- Coordination between trades is required and expected for the duration of the project. General Contractor will organize coordination meetings for attendance by all trades as necessary.

5.6. NET-ZERO / NET-ZERO READY

Pursuant to City Code, the building was designed as a high performance building using the PassivHaus design system [by the PassivHaus Institute Darmstadt, Germany]. The proposed envelope modifications have stringent airtightness and thermal performance requirements. Building systems are also designed for low-energy, high-performing outcomes. No Certification is being sought on this project; however, rigorous performance testing and commissioning is required and will be performed by a Commissioning Agent throughout construction. Construction should follow plans with deviation only by approval of Architect.

Supplemental Net Zero/Net Zero Ready orientation and training will be provided on site for the trades through the Commissioning Agent.

5.7. SITE PREPARATION AND SECURITY

General Contractor shall be responsible for any and all site preparation including but not limited to groundwork, excavation, screening walls, fencing, relocation of plantings, and preparation of site related to renovation, and in anticipation of new site equipment, asphalt, concrete, plantings, railings, bicycle racks, site screening, fencing, etc., as called out in construction documents.

General Contractor shall be responsible for sanitary facilities, on-site storage, trailer, and temporary services in coordination with other primes as required for the duration of the construction.

General Contractor shall be responsible for site security, although each Prime will be responsible for securing their equipment and materials.

5.8. REFERENCE DOCUMENTS

Documentation related to the site are attached including Geotechnical report, mine grouting plans. Building plans and specifications fall under the City's confidentiality policy and a Non-Disclosure Agreement is required. Once that is signed these documents can be made available.

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5.9. SECURITY CAMERAS

Cameras shown on plan are to be quoted as the basis of design (BOD). City is presently utilizing Hanwha cameras. Actual make and model will require approval from City, and cannot be determined until 45-days prior to installation to ensure model employed is still current. Please include allowance in bid tab to account for increased costs as necessary.

5.10. ACCESS CONTROL

Access Control is included as part of this project. Equipment shall be non-proprietary and have the ability to interface with the City's existing Genetec system as outlined in project documents

5.11. BUILDING MANAGEMENT/AUTOMATION SYSTEM (BMS/BAS)

A BMS/BAS system is included as part of this project. System and equipment shall be non-proprietary, open-architecture, open-license, open-integration as outlined in project documents.

5.12. VEHICLE EXHAUST/DIRECT SOURCE CAPTURE

The Bureau of Fire presently uses the Nederman Exhaust System.

5.13. STATION ALERTING SYSTEM

Contractor shall subcontract with PURVIS for the Station Alerting system equipment to be removed from existing station and installation of new and relocated equipment in new station. Work will be subcontracted by General Contractor to Purvis, please contact directly for subcontract information:

Jeffrey L Mascola, Account Management / Business Development

O: 401.619.2466

M: 401.862.1184

www.PURVIS.com

5.14. PREVAILING WAGE

This is a Pennsylvania Prevailing Wage project. The PA prevailing wage rates for a project must be posted by all primes and each subcontractor on-site. The rates must be accessible to all workers. Certified copies of Payroll must be submitted with all invoices. Prevailing wages as of April 23, 2025 are attached as Attachment G. Please note that wage determinations are subject to change at any time by the Commonwealth of Pennsylvania.

Pennsylvania Department of Labor & Industry Certified Payroll forms for each Prime Contractor and Subcontractor working on site for the particular pay period must be uploaded on a weekly basis. The trade must be clearly marked, and forms must include the base hourly and fringe benefit rates for each trade.

Apprenticeship Agreement paperwork must be valid and included with Pay Applications.

5.15. SCHEDULE OF VALUES

Bidding Contractors are REQUIRED to submit a Schedule of Values (SOV) with their bid. SOV templates for General, Mechanical, Electrical & Plumbing primes as attached will be used to determine responsible/non-responsible bids. Bid submissions should be based on the project Technical Specifications, which is the overriding document.

Contractors should respond to each line item on respective SOV. Modifications, exclusions or conditions to the SOV are not accepted. Questions or clarifications needed regarding any particular line item of the SOV should be submitted through OpenGov prior to bid close. Failure to complete the SOV in full will result in a non-responsive bid determination. Change orders submitted as a result of modifications, exclusions or conditions to the SOV submitted with the bid will not be considered.

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Should CITY feel it warranted they may request a conversation with any or all primes prior to bid award to ensure SOVs submitted accurately reflect the scope of work.

5.16. MANDATORY PRE-BID MEETING AND OPEN SITE VISIT

- Date and time of MANDATORY pre-bid is listed in timeline. Interested contractors may visit site at their leisure to review existing conditions and ensure a complete and thorough understanding of the site. Questions that arise from the pre-bid and/or site walk should be posted on the OpenGov platform. Only questions uploaded and responded to on OpenGov are considered part of the bid record.
- Parking is available on site as available.

5.17. DRAWING CLARIFICATION DURING BID

The Design team will respond to those questions posted ONLY on OpenGov through the Q&A Close date. Drawing clarification will come in one revised set of drawings posted within eight days of the close of Q&A. Any questions that have not been answered prior will be posted within eight days of the close of Q&A. At no point should contractors and/or subcontractors contact any member of the Design Team during the bid process. Failure to follow the approved procedure may result in a Non-Responsible bid determination.

5.18. SUBSTITUTIONS

- Substitutions or approvals assumed during bidding process are not guaranteed, and only permitted upon approval of the Architect and/or City if equal or greater quality, after Contractor award. Substitutions requested during bid process will not be considered.
- Contractor may include requests for substitutions of equal or greater quality and/or performance clearly outlined in accompanying backup. Requests for substitutions that do not meet this condition will not be considered.
- Proposed substitutions should be listed on the Substitution Request Form attached in Technical Specifications and submitted post-award.

5.19. BOND REQUIREMENTS

Bid Bonds

A bid guarantee is required for this solicitation.

Guarantees should be in the form of a surety bond, certified check, cashier's check or letter of credit in an exact dollar amount equal to five percent (5%) of the bid. For example, a total bid of \$100,000.00 should have a bid guarantee in the amount of \$5,000.00.

Please upload a copy of your bid bond with your bid submission, under the Questionnaire section.

Mail hard copies of bid bonds to:

City of Pittsburgh Procurement

414 Grant Street, Room 502

Pittsburgh, PA 15219

Performance Bond(s)

A performance bond in an exact dollar amount equal to the full amount (100%) of their contract will be required from each awarded vendor for any resulting contract.

Payment Bond(s)

A payment bond in an exact dollar amount equal to the full amount (100%) of their contract will be required from each awarded vendor for any resulting contract.

5.20. TIMELINE AND LIQUIDATED DAMAGES MILESTONES

The City of Pittsburgh anticipates construction should take approximately 18 months, but is allowing an additional four months due to the complexity of the site, and the potential for long lead-time items. Therefore the schedule is an 18-month, but no more than a 22-month timeline for the substantial completion of this construction project after notice-to-proceed has been granted via Letter of Authorization.

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All prime contractors should have submittals for long-lead time items completed and uploaded within the first 60-days after NTP has been given.

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General Contractor shall be responsible for submitting project schedule with input from all trades. Approved schedule will act as record document.

Testing/commissioning milestones should be incorporated into the schedule as provided by Commissioning Agent.

Liquidated Damages in the amount of \$1000/day will be assessed if contractors run over schedule without an approved change in timeline.

Liquidated damages will also apply should the following timelines not be met:

- Mine Grouting - 5 weeks
- Submittals - 90 days

Reasonable accommodations resulting from material delays will be considered assuming proof of order and delay are furnished to City by Contractors. A Schedule of Values must be provided by all contractors.

Other items that may affect timeline and should be considered early, but are not included in the liquidated damages:

- Coordination Drawings - 6 months
- In-Place Envelope mock-up & inspection as called out in 019119.43-4

5.21. CHANGE ORDERS

The Department of Public Works together with the Design team, warrant that the plans and project manual contain detailed and thorough direction for all site work and building construction. In the event a change in scope or an error or omission results in a change order contractors shall include both costs and anticipated impact to project schedule. While the change order is in review, or in the event there is a dispute between contractor and project team as to whether a change order is valid based on contract documents, contractors and any subcontractors, should continue work uninterrupted during review and/or negotiation of the change order. Any disputes that cannot be settled during this time, will be settled outside the project work so as not to impact the overall project timeline. Change order mark-ups are allowed as follows:

The City caps OH+P mark-ups at 15% of the change order cost.

Should the work be completed by a subcontractor, the prime may mark-up the original change order cost to account for processing and administrative tasks, excluding Subcontractor OH+P, based on cost as follows :

\$1 - \$9,999 - 10%

\$10,000 - 89,999 - 8%

+\$90,000 - 5%

5.22. PERMITS

Permit approval is in process. There is an approved NPDES permit. The Architect of Record will identify the awarded contractors (permit holder) selected to perform the work by their license number. Contractors will be responsible to obtain permits. City permit fees are waived, and a waiver form can be obtained through the City should it be necessary.

5.23. WORK HOURS

Per City Code 917.06. *Construction Operations.*

Construction operations for projects that have current and valid permits are permitted during the *hours* of 6:00 AM and 8:00 PM Monday through Friday and 7:00 AM and 8:00 PM on Saturdays and Sundays, with the following exception:

*Impact construction or demolition operations such as **pile drivers, jackhammers, concrete saws, etc.,** shall be limited to between the hours of 8:00 AM and 6:00 PM, Monday through Saturday*

The actual construction times shall be confirmed at the construction kick-off meetings, but at no time can they fall outside of the above.

5.24. CONSTRUCTION MEETINGS

All Prime Contractors shall be responsible for attending regular bi-weekly construction progress meetings, the schedule will be established at the initial kick-off meeting. The Construction Manager for the project will be responsible for distributing meeting notes, as necessary.

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General Contractor shall be responsible for organizing and running trade coordination meetings, and shall be responsible for keeping and distributing meeting minutes, as necessary, and unless otherwise directed.

5.25. WINTER WORK

Expected completion on Mine Grouting, Geopiers, and foundation package is Mid-November 2025. As referenced on Structural Drawings, Contractors shall make provisions for Winter Work as necessary. General Contractor shall provide a winter work plan of action should it be required. In the event of inclement weather that prevents contractors from working on site, general contractor shall be responsible for protecting and securing site and construction work underway.

5.26. CONSTRUCTION MANAGER / CONSTRUCTION PROJECT MANAGEMENT SOFTWARE

The Owner representative Construction Manager on the project will be responsible for providing Procore Construction Management Software, or City approved equivalent, and granting full use access for Architectural team, Owner and Owner Representatives, and all Prime/Sub Contractors as needed. CM shall provide training as needed.

All contractors shall utilize the Construction Management Software provided by the Construction Management team with no exceptions.

5.27. CLEAN CONSTRUCTION DIESEL OPERATIONS

This project may be subject to the City of Pittsburgh's "CLEAN CONSTRUCTION DIESEL OPERATIONS" code requirements.

The awarded contractor shall be prepared to comply with City of Pittsburgh City Code, Title One, Article VII, Chapter 161, Section 161.42

5.28. SHIPPING & DELIVERY TERMS

If applicable, shipping and delivery costs must be included with vendor's submitted response pricing under the Pricing Proposals section. The City of Pittsburgh will not pay for nor reimburse separate shipping, handling, or delivery fees.

Purchase orders placed under an awarded contract will be F.O.B. Destination.

5.29. TAXES

A Tax exemption certificate can be provided to any prime or subcontractor by request to DPW Project Manager.

6. Vendor Questionnaire

1. Do you agree with the City's Terms and Conditions?*

- ☐ Yes
☐ No

*Response required

2. Equal Opportunity Review Commission (EORC) Participation Form *

Please download the below document, complete, and upload. Pursuant to Section 2.8 of this Solicitation and Section 177A of City Code, failure to complete the EORC Participation Form may result in the City deeming your proposal/response non-responsive.

NOTE: Section 2.29 of the Bid Terms & Conditions does NOT apply to this project in its entirety; Please use the attached form to demonstrate your commitment to meeting the MWDBE participation goals enumerated in 2.29B.

 [NEW_EORC_SUBMISSION_FORM_2025.docx](#)

*Response required

3. Vendor Contact Sheet*

Please download the below document, complete, and upload.

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 [Blank_Vendor_Contact_Sheet.pdf](#)

*Response required

4. Vendor Registration Form*

Please download the below document, complete, and upload.

 [Blank_Vendor_Registration_Form.pdf](#)

*Response required

5. W-9 Form*

Please download the below document, complete, and upload.

 [W9.pdf](#)

*Response required

6. Schedule of Values Upload*

Please upload your completed Schedule of Values here, respective of your trade.

*Response required

7. AIA 305 Upload*

Prospective Bidders are required to complete an A-305 Contractor's Qualification Form. Please navigate to the following link, complete, and upload the completed document: <https://aiacontracts.com/contract-documents/6331908-contractors-qualification-statement>

*Response required

8. Bid Bond Upload*

Please upload your Bid Bond here. Bid Bonds must be in the exact dollar amount equal to five percent (5%) of your total cost proposal.

Hard copies should be mailed to: City County Building, 414 Grant Street, Room 502, Pittsburgh, PA 15219.

*Response required


9. Authorized Signatory*


Provide the name, title, & email address of the authorized signatory for your company (for details on who is considered an authorized signatory, please look at our terms & conditions section)


Enter response


*Response required


7. Attachments


 [A - Public Safety NDA-Please Complete and submit to Joshua Lamonde](#)

 [B - 20_12 Geotech 240726](#)

 [C - FS20M12 - SOV - GC](#)

 [D - FS20M12 - SOV - Electric](#)

 [E - FS20M12 - SOV - HVAC](#)

 [F - FS20M12 - SOV - Plumbing](#)

 [G - Prevailing Wage Determination](#)

8. Pricing Proposal

Please be sure to modify the table settings to "Include No Bid Column" as switched on.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Columns
1	General Construction - As called out in Project Manual - GENERAL - Division 01-14, and 31-33, all construction documents and any coordination required in all divisions.	1	Lump Sum			
2	Mine Grouting	1	Lump Sum			
3	Earthwork, site clearing, pavement removal, earth moving, site excavation, under cut excavation and backfill, structural excavation, structural backfill, site aggregate backfill, regulated fill export, soil testing as needed	1	Lump Sum			
4	Hazardous Materials Testing Allowance	1	Total			
5	Additional grouting	1	Cubic Yard			
6	Additional Earthwork, excavation, backfill	1	Cubic Yard			
Total						

Plumbing Prime

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Columns
1	Plumbing Construction - As called out in Project Manual - PLUMBING - Divisions 01, 21-22, all construction documents and any coordination required in all divisions.	1	Lump Sum			
Total						

Mechanical Prime

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Columns
1	Mechanical Construction - As called out in Project Manual - MECHANICAL - Divisions 01, 23, all construction documents and any coordination required in all divisions.	1	Lump Sum			
2	Add Alternate: Primary source utility meters, data aggregation device, and independent layer as called out in project manual Division 22, 23, 28, 29	1	Lump Sum			
Total						

Electrical Prime

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Columns
1	Electrical Construction - As called out in Project Manual - ELECTRICAL - Divisions 01, 26-28, all construction documents and any coordination required in all divisions.	1	Lump Sum			
2	Security Camera Change Allowance	29	Unit Cost			
Total						