



REQUEST FOR PROPOSAL
2024-RFP-040
EMERGENCY GEOTECHNICAL SERVICES

City of Pittsburgh
City-County Building
Pittsburgh, PA 15219

RELEASE DATE: February 20, 2024

DEADLINE FOR QUESTIONS: March 29, 2024

RESPONSE DEADLINE: April 5, 2024, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/pittsburghpa>

City of Pittsburgh
REQUEST FOR PROPOSAL
Emergency Geotechnical Services

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1. Introduction

1.1. [Summary](#)

The City of Pittsburgh Office of Management & Budget, on behalf of the Department of Permits, Licenses, and Inspections, is soliciting bids from qualified vendors for Emergency Geotechnical Services.

1.2. [Background](#)

The Department of Permits, Licenses and Inspections' mission is to provide a better quality of living to the residents of the City of Pittsburgh by increasing safety in the built environment. The Operations Unit is responsible for all property maintenance of existing buildings. Staff duties include responding to constituent requests related to property maintenance and structural deficiencies, land movement and landslide incidents, condemnations, City-funded demolitions, and license-related inspections.

This department is currently seeking a company to provide on call geotechnical services listed in the section below.

1.3. [Contact Information](#)

Project Contact:

Monica Bender

Assistant Director - Licensing and Administration
200 Ross Street
Room 320
Pittsburgh, PA 15219
Email: monica.bender@pittsburghpa.gov
Phone: [\(412\) 565-9929](tel:(412)565-9929)

Procurement Contact:

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:

Permits, Licenses & Inspections

1.4. [Timeline](#)

The following represents the tentative schedule for this project. Any change in the scheduled dates for the Pre Proposal Conference (if applicable), Deadline for Submission of Written Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released	February 20, 2024
Pre-Proposal Meeting (Non-Mandatory)	March 8, 2024, 9:00am Via TEAMS RSVP using the RSVP tool on this bid posting and a link will be provided.
Question Submission Deadline	March 29, 2024, 5:00pm
Proposal Submission Deadline	April 5, 2024, 5:00pm
Proposal Review and Supplier Scoring	April 2024
Contract Award	May 2024

2. Instructions to Bidders

2.1. Submittal Requirements

All proposals must be submitted electronically. No proposal shall be accepted in person, by U.S. Mail, by private courier service, via oral or email communication, telephone or fax transmission.

Respondents are required to provide one (1) electronic copy of their proposal in either MS Word or PDF by the submission deadline.

If additional hard copies are requested, the proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below. All proposals will need to be provided electronically so the following format will apply for the electronic submittal through the Beacon website.

2.2. Additional Submission Considerations

Late proposals will not be accepted or considered. Respondents should allow enough time to register company on the City's e-Procurement Portal, search the solicitation they wish to respond to and complete the submission process online before the deadline.

The City of Pittsburgh shall not be responsible for proposals delivered to a person or location other than that specified herein.

All submittals, whether selected or rejected, shall become the property of the City of Pittsburgh and will not be returned.

All costs associated with proposal preparation shall be borne by the applicant.

3. Scope of Work

3.1. Scope Detail

The following content in this section will explain in detail the scope of services that the Geotechnical Consultant can expect to provide throughout the life of the contract.

3.2. Subsurface Exploration Services

Site reconnaissance, exploratory drilling, test pitting, field soil and rock sampling and geotechnical instrumentation (piezometers, slope inclinometers, settlement gages, etc.) to characterize and monitor soil, rock and groundwater conditions and behavior and/or structure deformations and displacements as needed to obtain data for geotechnical engineering evaluations and design.

3.3. Field Surveying Services

Field topographic and property surveys to define site geometric conditions and property limitations as needed to obtain data needed for design, construction and identification of constraints on proposed site development or geotechnical problem remediation measures undertaken by the City.

3.4. Laboratory Testing

Soil, rock, groundwater and surface water testing to define physical and chemical properties of the materials as they affect the material behavior and/or handling/disposal requirements.

3.5. Geotechnical Engineering Services

Completion of engineering studies, analyses, designs, alternative preliminary designs and engineer's construction cost estimates and preparation geotechnical reports providing recommendations for:

- 1) Development of site grading and foundation designs for public facilities and infrastructure (e.g., public buildings, bridges, retaining walls, athletic fields, and storage structures)
- 2) Mitigation measures for geotechnical hazards (e.g., landslides, mine subsidence, stream bank erosion)
- 3) Mitigation and monitoring of slope movements, structure deformations/displacements, ground vibrations, and groundwater.
- 4) Remediation or reconstruction plans for failed soil and rock slopes and retaining walls, including consideration of cost-saving, innovative designs incorporating technologies such as ground anchors and/or geosynthetic reinforcements.
- 5) Mitigation of roadway pavement performance problems (e.g., due to poor subgrade, inadequate subdrainage, etc.)

3.6. Geo-Environmental Services

Performance of environmental site assessments, evaluation and development of solutions for soil and groundwater contamination & hazardous waste issues.

3.7. Hydrologic and Hydraulic Engineering Services

Preparation of erosion and sedimentation control plans, preparation of storm water management plans, hydrologic and hydraulic analyses, inspection and evaluation of City-owned dams and reservoirs, floodplain studies and revision of FEMA floodplain mapping, and related permit application preparation and liaison with local (County) state and federal agencies as required.

3.8. Permitting Services

Preparation of permit documents and applications (i.e. NPDES Permits, Joint Permits, General Permits, etc.) for and liaison with local (ACCD) state (PADEP) and federal (USACE, etc.) agencies as required.

3.9. Design and Plan Preparation

Preparation of final designs, construction plans, technical specifications, and engineer's cost estimates for structure foundations, retaining walls, structural slope improvement measures, mitigation measures for seepage problems and surface drainage control facilities and problems and design of stream bank stabilization measures; and related preparation of erosion and sedimentation control plans, and related permit applications for site development, stormwater control, landslide repair, retaining wall reconstruction and stream bank rehabilitation projects.

3.10. Construction Engineering and Management Services

Construction management, monitoring, inspection and engineering support/consultation during implementation of selected designs and/or emergency repairs including observation and testing of fill placement and compaction and concrete placement; review of material certifications and delivery slips; tracking of construction item quantities and review of contractor submittals, change requests, requests for information, and payment applications; attendance at and documentation of progress meetings; and compilation/assembly of project construction documentation.

3.11. Meetings

Attendance at and, as requested, coordination of project meetings during project execution, including pre-proposal meetings to establish project work scopes.

3.12. Chain of Command

The Geological Design Consultant(s) hired through this process will report to the Assistant Director of Operations for The Department of Permits, Licenses and Inspections, and liaison to the departmental inspection staff, appointed managerial staff, retained construction contractors. The City may select two (3) Civil, Geotechnical and Environmental Engineering Design Firms through this RFP.

3.13. Project Management

The Geotechnical Design Consultant(s) hired will provide emergency land movement (Landslides) assessments/surveys in writing, land movement (Landslide) progress reports, provide initial life safety recommendations based on land movement (Landslide) emergency assessments, review all geotechnical reports required to be submitted by private property owners to establish legitimacy, accuracy, and relevance. Review and assess all remediation, construction, and abatement plans submitted by private

property owners for legitimacy, accuracy and relevance. Create agendas, keep and distribute meeting minutes, and conduct conference calls as necessary.

3.14. Inspection Report

Emergency Geotechnical Assessment/surveys -- The geotechnical engineer shall collect all necessary information, based upon visual inspection, observation, and all necessary laboratory tests, to prepare a report containing the following:

1. Findings
 - a. Recommendations based on findings as it applies to the evacuation and condemnation of structures.
2. Recommendations
 - a. All recommendations will be at the specific request of the Department of Permits, Licenses, and Inspections.

3.15. Emergency Services

Awarded company must be available 24/7 all 365 days of the year for the scope of services listed within this document.

4. Proposal Format Requirements

4.1. Response Format

All submitted responses shall follow the formatting below, and all proposals will need to be provided electronically through the City's e-Procurement Portal. Each numbered section is to be uploaded as a separate file. If hard copies of submissions are required, each numbered section shall be a removable tab. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size.

Response to Scope

Firm's Qualifications, Experience and References

Describe the firm and provide a statement of the firm's qualifications for providing the scope of services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you proposed to utilize to supplement your firm's staff.

Provide a summary of the firm's experience in providing these or similar services. Provide a minimum of three references for related projects, including dates, contact person, phone number, email, and a brief description of the project or scope of work.

Qualifications of Project Team

Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and resume/bio, and the qualifications /experience of any sub-consultant staff on your project team.

Project Approach and Plan

Provide a detailed discussion of your firm's approach to the successful completion of the scope of services outlined in this RFP. Include thorough discussions of methodologies you believe are essential to accomplishing this project or completing the scope of services. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff roles who would be assigned to each major task, including sub-consultants.

Cost Proposal

Provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by major phase and/or deliverable as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any

reimbursable expenses (e.g., travel) requested to be paid by the City. Note: If travel expenses are included, the rate assumptions generally should not exceed the United States General Services Administration (GSA) rates for Pittsburgh.

PLEASE NOTE: The City does not agree to late fees, penalties, interest, attorney's fees or other contingent liability. In no event shall the City be liable for special, indirect, incidental, reliance, lost profits or other business interest damages.

Demonstration of Good Faith Effort

Include statements of assurance regarding the following requirements detailed in the Equal Opportunity section of this solicitation:

- A. Solicit certified MBE/WBE/Veteran-Owned companies for various service categories where opportunities exist to subcontract within their company's business model.
- B. Complete MWDBEVOSB Commitment Form to document good faith effort. Please provide scope of services to be delivered by each subcontractor. If a subcontractor is not chosen, a justification is required describing why services could not be rendered by a sub-contractor.
- C. Provide email documentation of solicitation correspondence with MBE/WBE/Veteran-Owned companies.

Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

5. Evaluation Phases

Selection Procedure

Your Proposal will be evaluated by a Proposal Committee comprised of the Director or other supervisor of the Using Department, one or more members of the Director’s staff, at least one member of the Office of Management & Budget and any other department representatives as deemed necessary.

Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the criteria listed below. The firm(s) submitting the highest rated proposal may be invited for interviews.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Firm’s Qualifications, Experience and References</p> <p>Vendor response demonstrated that the firm has the experience and capabilities to successfully perform the scope of services, including providing references for clients of similar size and scope.</p>	Points Based	15 <i>(15% of Total)</i>
2.	<p>Qualifications of Project Team</p> <p>Vendor response provided a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and resume/bio, and the qualifications /experience of any sub-consultant staff on your project team.</p>	Points Based	15 <i>(15% of Total)</i>
3.	<p>Project Approach and Plan</p> <p>Vendor response demonstrated a firm understanding of the scope of services, the response included thorough and complete responses to the items outlined in the Section 4, and the vendor has the appropriate expertise, procedures, and methods in place to perform the scope of services.</p>	Points Based	30 <i>(30% of Total)</i>
4.	<p>Cost Proposal</p> <p>Vendor response provided a total cost proposal for all services to be delivered, a breakdown of costs delineated by major phase and/or a schedule of hourly rates.</p>	Points Based	30 <i>(30% of Total)</i>

5.	MWDBE/VOSB Good Faith Effort Vendor response was detailed and demonstrated clear Good Faith Effort to obtain MWDBE & VOSB Participation.	Points Based	10 <i>(10% of Total)</i>
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6. Equal Opportunity Review Commission Terms

6.1. MWE/DBE

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 women and minority groups in all City contracts. The City requires that all respondents demonstrate good faith efforts to obtain the participation of Minority-Owned Business Enterprises (MBE's) and Women-Owned Business Enterprises (WBE's) in work to be performed under City contracts. The levels of MBE and WBE participation will be monitored by the City of Pittsburgh's Equal Opportunity Review Commission (EORC). In order to ensure that there are opportunities for historically disadvantaged minority groups and women to participate on Covered Contracts, and consistent with the City's current equal employment opportunity practice and goals, the EORC will review contracts to include an evaluation of a developer/contractors employment of minority groups and women, encourage goals of eighteen (18) percent and seven (7) percent respectively.

6.2. Veteran-Owned and LGBTQIA+ Small Business Goals

It is also the City's goal to encourage participation by veteran-owned and LGBTQIA+ small businesses in all contracts. The City of Pittsburgh shall have an annual goal of not less than five (5) percent participation by veteran-owned small businesses and not less than three (3) percent participation by LGBTQIA+ businesses in all contracts. The participation goal shall apply to the overall dollar amount expended with respect to the contracts. The City requires that all respondents demonstrate good faith efforts to obtain the participation of veteran-owned small business in work to be performed under City contracts. The levels of participation will be monitored by the City of Pittsburgh's EORC.

6.3. Good Faith Commitment

In order to demonstrate good faith commitment to these goals, all respondents are required to complete and submit with their bids the attached MWDBE/Veteran-Owned/LGBTQIA+ Solicitation and Commitment Form (which details the efforts made by the respondents to obtain such participation). Failure to submit a properly completed form along with documentation of Good Faith Commitment may result in rejection of the bid. Participants are encouraged to contact the Equal Opportunity Review Commission at 412-255-8804 to assist further. For further information, including definitions and additional requirements, please see Chapter 177A (Sections 177A.01 et. seq.) of the City Code and Section 161.40 of the City Code.

7. Award and Contract

7.1. Award

After the City has received all Proposals and conducted its initial Evaluation, described above, the Proposal Committee may invite one or more Respondents to a follow-up interview to further discuss their Proposal(s).

The Proposal Committee may decide to accept the Proposal of one or more Respondents. It may decide to reject all proposals. Once a Proposal is accepted, the contract negotiation process will commence. This RFP and your response to it, in the form of your entire Proposal, will become part of the Contract. If a real or apparent conflict should arise between this RFP/Proposal and other language contained in the final Contract, the language of the final Contract shall control.

7.2. Contracting Process

Successful Respondents will be required to enter into a Contract with the City of Pittsburgh, contingent upon the approval of City Council. This Contract will be directed and managed by the issuing department and the Office of Management & Budget.

Work cannot commence on the Scope of the RFP until it a contract is fully executed. The City cannot process invoices nor approve payments until this Contract has been fully executed by the Respondent and all required City signatories, including the issuing department, the Law Department, and the City Controller.

City laws and policies mandate the incorporation of various custom terms and conditions into all City contracts. For this reason the City will not sign any standard contract proffered by the respondent.

An agreement shall not be binding or valid with the City unless and until it is fully executed by authorized representatives of the City and of the Proposer. Once the Contract is fully executed the City will notify Respondent in writing and give the order to proceed.

8. General Terms & Conditions

8.1. Examination of Proposal Documents

- A. The submission of a proposal shall be deemed a representation and certification by the Respondent that they:
1. Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of the proposal.
 2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
 3. Represent that all information contained in the proposal is true and correct.
 4. Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other proposer in regard to the amount, terms or conditions of this proposal.
 5. Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by a proposer, and proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.
- B. No request for modification of the proposal shall be considered after its submission on the grounds that the proposer was not fully informed to any fact or condition.

8.2. RFP Term

Respondent's proposal shall remain firm and effective, subject to the City's review and approval, for a period of one hundred twenty (120) days from the closing date for the receipt of proposals.

The City may enter into negotiations with one or more Respondents during the one hundred twenty (120) day period during which all proposals will stay effective. The purpose of such negotiations will be to address questions and identify issues as the parties move towards the execution of a final contract or contracts.

8.3. RFP Communications

Unauthorized contact regarding this RFP with employees or officials of the City of Pittsburgh other than the RFP Coordinator named in the header section of this solicitation may result in disqualification from this procurement process.

Neither Respondent(s) nor any person acting on Respondent(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Pittsburgh, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated RFP Coordinator. Outside of

pertinent RFP questions directed to the City of Pittsburgh as specified above, any other attempts to contact any City of Pittsburgh personnel regarding this RFP, without prior approval by the RFP Coordinator will be considered grounds for dismissal and immediate disqualification from the RFP process. This includes, but is not limited to, all verbal, voice, text, e-mail, and social media (e.g. – LinkedIn) contact.

Please note the following:

- A. The City shall not be responsible for nor bound by any oral instructions, interpretations or explanations issued by the City or its representatives.
- B. Each proposer shall assume the risk of the method of dispatching any communication or proposal. •The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Deadline for Submission Questions listed in the tentative project schedule.
- C. The City reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The City’s official responses and other official communications pursuant to this RFP shall constitute an addendum of this RFP.
- D. The City will publish all official responses and communications pursuant to this RFP to the City of Pittsburgh procurement website. It is the responsibility of each proposer to check the site and incorporate all addenda into their response.
- E. All addenda for this RFP will be distributed via the City of Pittsburgh procurement website at procurement.pittsburghpa.gov/beacon/opportunities
- F. Only the City’s official, written responses and communications shall be considered binding with regard to this RFP.

8.4. [Addenda/Clarifications](#)

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the RFP Coordinator within the Question and Answer tab.

8.5. [Withdrawal of Proposals](#)

A proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of, the proposer.

8.6. [Public Record](#)

Respondent, by submittal of a proposal, acknowledges that all proposals may be considered public information in accordance with the Commonwealth of Pennsylvania Right to Know laws. Subject to award of this RFP, all or part of any submittal may be released to any person or firm who may request it.

Therefore, proposers shall specify in their proposal response if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

Any information considered proprietary should be indicated as such or not included in the response.

8.7. Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

8.8. Disqualification

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, among proposers in regard to the amount, terms or conditions of this proposal;
- B. Any attempt to improperly influence any member of the evaluation team;
- C. Existence of any lawsuit, unresolved contractual claim, or dispute between the proposer and the City;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- F. Proposer's default under any previous agreement with the City, which results in termination of the agreement.

8.9. Restrictions on Gifts & Activities

The City of Pittsburgh Ethics Code and Chapter 197 of the City Code (Code of Conduct) was established to promote public confidence in the proper operation of our local government. These resources outline the requirements for disclosure of interests and restricted activities as related to public procurement processes. Proposers are responsible to determine the applicability of these requirements to their activities and to comply with its requirements.

8.10. Rights of the City of Pittsburgh

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- A. Reject any and all proposals;
- B. Issue subsequent Requests for Proposals;

- C. Cancel this RFP with or without issuing another RFP;
- D. Remedy technical errors in the Request for Proposals process;
- E. Approve or disapprove the use of particular sub-consultants;
- F. Make an award without further discussion of the submittal with the proposer (therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose);
- G. Meet with select proposers at any time to gather additional information;
- H. Make adjustments to the scope of services at any time if deemed by the Office of Management and Budget to be in the best interest of the City;
- I. Accept other than the lowest offer.
- J. Waive any informality, defect, non-responsiveness, or deviation from this RFP that is not material to the Respondent's proposal;
- K. Reject the proposal of any Respondent who, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City;
- L. Reject the proposal of any Respondent who, in the City's sole judgment, is financially or technically incapable of performing in accordance with this RFP;
- M. Negotiate with any, all, or none of the Offerors and to enter into an agreement with another Offeror in the event that the originally selected finalist defaults or fails to execute an agreement with the City.
- N. Award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results; and/or
- O. Enter into an agreement with another proposer in the event the originally selected proposer defaults or fails to execute an agreement with the City.
- P. Require a performance bond and/or other "failure to deliver" agreement by the awardee at time of contracting.

9. Federal Funding Requirements

9.1. Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Contractor may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.2. Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City of Pittsburgh shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City of Pittsburgh, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Pittsburgh for damages sustained by the City of Pittsburgh by virtue of any breach of the Contract by the Contractor, and the City of Pittsburgh may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City of Pittsburgh from the Contractor is determined.

9.3. Termination

The City of Pittsburgh may terminate this Contract at any time giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the City of Pittsburgh as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1(Breach of Contract) hereof relative to termination shall apply.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Pittsburgh for damages sustained by the City of Pittsburgh by virtue of any breach of the Contract by the Contractor, and the City of Pittsburgh may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City of Pittsburgh from the Contractor is determined.

9.4. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, ancestry, place of birth, religion, sex, sexual orientation, color, age, familial status, handicap, or national origin. Contractor shall comply with the applicable provisions of the

Pittsburgh City Code, Title Six: Conduct, Article V: Discrimination, and any amendments thereto. Contractor shall comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, and any amendments thereto and any regulations issued thereunder. Contractor shall incorporate in any subcontracts or purchase orders which may be permitted under the terms of this contract a requirement that subcontractors shall also comply with the provisions of this Section.

- B. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, ancestry, place of birth, religion, sex, sexual orientation, color, age, familial status, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Pittsburgh setting forth the provision of this non-discrimination clause.
- C. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment with regard to race, color, ancestry, place of birth, religion, sex, sexual orientation, color, age, familial status, handicap, or national origin.
- D. The Contractor will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.
- E. The Contractor will comply with all provisions of US Executive Order 11246 of September 24, 1965, as amended by US Executive Order 11375 and as supplemented in US Department of Labor Regulations (41 CFR, Part 60), and of the rules, regulations, and relevant orders of the US Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City of Pittsburgh and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractors non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

9.5. Civil Rights Acts of 1964 and 1988, as Amended

Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9.6. Section 109 of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

9.7. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training an employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of U.S. Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the

subcontractor is in violation of regulations issued by the Secretary of U.S. Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

9.8. MBE/WBE Participation

(Applicable only in contracts for \$25,000 or more). Contractor agrees to assist City of Pittsburgh's efforts to encourage the participation of minorities and women in City of Pittsburgh contracts by making a good faith effort to utilize women and minorities in performing the work required by this Contract. The final payment under this Contract will not be made until Contractor submits a report to City of Pittsburgh detailing the following information.

- A. The percentage and dollar amount of the contract paid to Minority Business Enterprises along with the names, addresses and telephone numbers of said Minority Business Enterprises;
- B. The percentage dollar amount of the contract paid to Womens Business Enterprises along with the name, addresses and telephone numbers of Womens Business Enterprises; and
- C. The goals and timetables for MBE or WBE workforce in each trade on all construction work in the covered area. For purposes of this Notice, the covered area is Pittsburgh SMSA (Allegheny, Washington, Beaver, and Westmoreland Counties);
- D. An explanation of any failure to achieve the goals for Minority Business Enterprises and Women Business Enterprises participation which had been represented to City of Pittsburgh prior to the award of the contract.

9.9. Compliance with the Copeland Act

The Contractor shall comply with the Copeland Anti- Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR. Part 3).

9.10. Compliance with the Davis-Bacon Act

The Contractor shall comply with the Davis-Bacon Act the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

9.11. Compliance with §103 and §107 of the Contract Work Hours and Safety Standards Act

- A. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph a of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph a of this section.
- C. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act with is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph b of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a through d of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a through d of this section.

9.12. Reports and Information

The Contractor, at such times and in such forms as the City of Pittsburgh may require, shall furnish the City of Pittsburgh such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

9.13. Patent Rights

No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the contractor.

9.14. Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.

9.15. Access to Records

The City of Pittsburgh, or any of its duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions during and for up to three (3) years following the termination of this Contract or completion of the work, whichever is later.

9.16. Records and Audits

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City of Pittsburgh to assure proper accounting for all project funds, both Federal and non Federal shares. These records will be made available for audit purposes to the City of Pittsburgh or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City of Pittsburgh.

9.17. Compliance with §306 of the Clean Air Act and §508 of the Clean Water Act

The Contractor shall comply with all applicable standards, orders, or requirements issued of the Clean Air Act (42 USC 1857 et. seq.), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

9.18. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

9.19. Compliance with All Other Laws

The Contractor shall comply with all applicable laws, ordinances, codes, and administrative regulations of the Federal, State and, Local governments which are or become applicable to the work done under this Contract.

9.20. Interest of Member of the Governing Body

No member of the governing body of the City of Pittsburgh and no other officer, employee, or agent of the City of Pittsburgh, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

9.21. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

9.22. Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct, or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

9.23. Amendment

This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement may not be changed, modified, discharged, or extended except by written amendment, duly executed by the parties.

9.24. Personnel

- A. The Contractor represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City of Pittsburgh.
- B. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City of Pittsburgh. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

9.25. Assignability

The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same without the prior written consent of the City of Pittsburgh.

9.26. Supervision

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given

to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

9.27. Claims Against Contractor

The Contractor shall indemnify, save, and hold harmless the City of Pittsburgh or its agents from all claims, liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature, including court costs and attorney fees arising by reason of:

- A. performance by Contractor of any services under this Contract;
- B. any act, error or omission of Contractor or its agents, employees, licensees, contractor or subcontractors;
- C. any breach by Contractor of the terms of this Contract;
- D. any lawful demands of Contractor or subcontractor's laborers, workmen, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work.

The Contractor shall, at the City of Pittsburghs request, furnish satisfactory evidence that all obligations in subsection (d) designated above have been paid, discharged, or waived. If the Contractor fail to do so, the City of Pittsburgh, may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City of Pittsburgh to either the Contractor or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City of Pittsburgh shall be considered as a payment made under the Contract Documents by the City of Pittsburgh to the Contractor and the City of Pittsburgh shall not be liable to the Contractor for any such payments in good faith.

9.28. No Lien

The Contractor agrees not to file a lien or bond claim on the project, and waives any rights to file a lien or bond claim.

9.29. Subcontracting

The Contractor shall not sublet, sell, transfer or assign any portion of the contract without prior written consent of the City of Pittsburgh and after verification of the subcontractor's current eligibility status, and after submission of all certifications as required. The Contractor shall be fully responsible to the City of Pittsburgh for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

9.30. Time

1.The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

2.The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City of Pittsburgh, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

3.If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the City of Pittsburgh, the Contractor will pay to the City of Pittsburgh for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

9.31. Completion of Work

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The City of Pittsburgh will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the City of Pittsburgh may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

9.32. Work Inspection and Payment Process

- A. Upon receiving the Notice to Proceed, the Contractor must submit to the City of Pittsburgh a cost breakdown showing the amount assigned to each portion of the work. This breakdown is not required when per unit prices form the basis of payment under the contract. This breakdown must be reviewed by the City of Pittsburgh and the architect/engineer and used as the basis for requests for payment. This breakdown should be submitted within ten (10) days of the Notice to Proceed.
- B. The construction inspectors must check for quality and quantity control. Quality control must include quality tests as necessary to verify conformance with technical specifications concerning

minimum quality requirements. Quantity control must include verification of in-place quantities and other records reflecting the as-built facility.

- C. Upon completion or partial completion of agreed work, Contractor shall submit to the City of Pittsburgh a certified statement itemizing rates and charges accompanied by a written inspection report. Upon City of Pittsburgh's determination of satisfactory work and receipt and approval of the statement certified, City shall pay fees monthly;
- D. Inspection reports, copies of field measurement notes, and test results used to verify contractors periods pay estimate for partial payment should be attached and filed with the periodic estimate for partial payment;
- E. Upon receipt of certificates for partial payment and necessary documentation, the locality must check Equal Opportunity and Labor Standards compliance files to ensure that all requirements have been met;
- F. Payment to the Contractor shall be made by the City of Pittsburgh , according to the following schedule (as determined by City of Pittsburgh);
- G. The City of Pittsburgh shall certify on the pay request that it approved the completed work prior to making payment. If applicable, upon receipt of an approved progress schedule from the Contractor, the City of Pittsburgh shall submit a drawdown request to the City of Pittsburgh for CDBG funds to pay the contractor. A turnaround time of 20-30 days is expected before said funds are forwarded to the City of Pittsburgh.

9.33. Liquidated Damages

- A. Liquidated damages are a percentage of the contract price withheld from payment as insurance against breach of contract with respect to the payment of estimated labor costs.
- B. Partial payment to the contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two percent of the estimates prepared by the contractor and approved by the architect/engineer. All labor performed after the job is fifty percent completed shall be paid for at the rate of one hundred percent of the estimates submitted by the contractor and approved by the architect/engineer.

9.34. Permits

Unless otherwise stated in the Bid Documents, the Contractor is responsible for obtaining and paying for all necessary permits and licenses for the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, he/she shall promptly notify the City of Pittsburgh in writing.

9.35. Insurance

- A. The Contractor shall not commence work under this Contract until he has obtained all the required insurance and such insurance has been reviewed and approved by the City of Pittsburgh. Contractor shall not allow any Subcontractor to commence work on his subcontract until all insurance required of the Subcontractor by the City of Pittsburgh has been obtained, reviewed, and approved by the City of Pittsburgh. Approval of the insurance by the City of Pittsburgh shall not relieve or decrease the liability of the Contractor.
- B. The Contractor shall file with the City of Pittsburgh all Certificate(s) of Insurance as are necessary to document the required insurance coverage, subject to the approval of the City of Pittsburgh and receipt of any additional forms/documentation requested, prior to final execution of the Contract and issuance of the Notice to Proceed. If the term of insurance expires prior to the expiration of the term of this contract or the completion of all services required hereunder, whichever shall occur later, Contractor shall renew said insurance in a timely manner and promptly deliver a certificate of insurance evidencing such renewal to the City of Pittsburgh.
- C. Worker's Compensation. Contractor certifies that it has accepted the provisions of the Workers compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement. Contractor shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the Commonwealth of Pennsylvania, including the Workers Compensation and Occupational Disease Acts, or shall provide a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.
- D. Contractor's Liability Insurance
 - 1. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury, Including Death and Property Damage Liability Insurance from a responsible and non-assessable insurance company which shall provide and include coverage on all Contractors Operations, Contractors Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles, and other applicable coverage.
 - 2. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" or occurrence basis. Claims made policies are not acceptable.
 - 3. Bodily Injury Liability limits shall be for an amount of no less than Five Hundred Thousand Dollars (\$500,000) for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than One Million Dollars (\$1,000,000) on the account of any one occurrence. Bodily Image Liability Insurance shall include City of Pittsburgh as an additional insured.

4. Property Damage Liability insurance shall be in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," in an amount of not less than One Million Dollars (\$1,000,000) aggregate for damage on account of all occurrences. Property Damage Liability Insurance shall include City of Pittsburgh as an additional insured.
 5. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.
 6. The City of Pittsburgh may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.
- E. Builder's Risk Insurance. Each Contractor shall maintain insurance to protect himself and the City of Pittsburgh, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.
- F. Installation Floater Insurance. When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.
- G. The Policies as listed above shall all contain all the following special provisions:
1. The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the contract City of Pittsburgh.
 2. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the City of Pittsburgh free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.
 3. Each Contractor shall hold the City of Pittsburgh harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
 4. Prior to commencement of any work under Contract, the Contractor shall furnish four (4) copy of Declaration of Insurance as evidence of coverage.

9.36. Debarment

Agency warrants that it is not prohibited from entering into this Agreement with the City by reason of disqualification under Subsection (b) of Section 161-22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as Exhibit C and incorporated into and made a part of this Agreement.

9.37. Acknowledgments

All promotional flyers, news releases, advertisements, brochures, posters, letters, printed materials and electronic media, radio and television broadcasts associated with these activities shall include the following acknowledgment prominently displayed with other credits, This is being financed in part with a grant from the City of Pittsburgh through the Community Development Block Grant (CDBG) Program, Ed Gainey, Mayor.

9.38. Statement of Affiliations

Agency shall file a Statement of Affiliations with the City of Pittsburgh Board of Ethics which shall include the following:

- A. A description of any contractual or other business relationship with the CITY or any of its departments, agencies, boards, commissions or authorities, including the value of the contract or business relationship entered into during the three (3) calendar years previous to the execution of this Agreement.
- B. The Agency's qualifications and experience which shall be applied to the performance of this Agreement.
- C. An identification of the Agency's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Agency is a public corporation, the officers, the members of the Board of Directors, and shareholders holding more than three (3) percent of the corporate stock.
- D. This Statement of Affiliations shall be included in the contract as Attachment to this Contract.

9.39. Reversion of Assets

Upon expiration of this agreement, pursuant to 24CFR 570.503 (b)(7), the Contractor shall transfer to the City of Pittsburgh any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Such transfer shall occur within thirty (30) days of termination. AGENCY shall give a check made payable to Treasurer, City of Pittsburgh to the City of Pittsburgh. At the expiration of this agreement, pursuant to 24 CFR 570-503 (b)(7), any real property in the Contractor's control that was acquired or improved in whole or part with CITY CDBG funds in excess of \$25,000.00 must either:

- A. Be used to meet one of the national objectives listed in 24 CFR 570.208 until five (5) years after expiration of this agreement, or for such longer period of time determined to be appropriate by City of Pittsburgh; or

- B. If not used in accordance with paragraph (a), Contractor shall pay City of Pittsburgh an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such transfer shall occur within thirty (30) days of termination. Contractor shall give a check made payable to Treasurer, City of Pittsburgh to the City of Pittsburgh. Pittsburgh Homer Rule Charter: This Contract is subject to the provisions of the Pittsburgh Home Rule Charter.

9.40. Federal Funds

City of Pittsburgh shall incur no obligation or duty to make any disbursement whatsoever under this Agreement until, pursuant to the Metropolitan Entitlement Grant Agreement under Title I of the Housing and Community Development Act of 1974 as amended, federal funds are received by City of Pittsburgh for said disbursements.

9.41. Federal Grant Requirements

Contractor shall comply with all applicable provisions of the laws, regulations and Executive Orders cited, and agrees to be subject to all other applicable requirements and provisions set forth in Circular No. A-110, Grants and Agreements with Institutions of Higher Education, Hospital and other Nonprofit Organizations, Circular A-122, Cost Principles for Nonprofit Organizations and OMB Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions.

9.42. Prohibition of Lobbying

No federal appropriated funds have been paid, or will be paid, by Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor hereby agrees that all subcontracts under this Agreement shall include this certification.

9.43. Interruption: Postponement: Abandonment

In the event the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which City of Pittsburgh considers to be to its best interests, AGENCY shall not be entitled to any further payment for such work or part hereof beyond and in excess of the amount due at that time, and final payment shall be based on the actual time spent to such date.

9.44. REQUIRED CONTRACT CERTIFICATIONS/NOTIFICATIONS

Non-Collusion Affidavit: Affidavit should state that the bid or proposal is genuine, is not done in the interest or on behalf of any unnamed person, and that the bidder has not conspired with or solicited another company to create a fake bid for comparative purpose, has not asked competitors to refrain

from bidding, and has not conspired with a competitor or other company to create an unfair advantage over other bidders

Delinquent Tax Certification: Bidders must warrant that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by Bidder are current and not delinquent. If City of Pittsburgh determines Bidder has an outstanding delinquency or if any taxes and claims become delinquent and owing during the term of this contract or prior to final payment by City of Pittsburgh, Bidder grants City of Pittsburgh the right to offset the indebtedness against any amounts owing to Bidder under the terms of this contract. City of Pittsburgh reserves the right to apply offset payments in whatever manner it deems appropriate.

Workers Compensation Certification: Pennsylvania law requires bidders who operate within the state to provide workers compensation coverage for their employees. A certificate of premium paid must be retained with the contract document.

Handicapped Access Certification: Upon completion of the working drawings, the architect or engineer shall execute a certification to the effect that applicable standards of accessibility by the handicapped. If the project is exempt from these standards, the basis for this exemption must be specified. This certification must be co-signed by a local official.

Attorneys Review Certification: For procurement of construction costing over \$5,000, the contract documents must be reviewed in their entirety by the City of Pittsburgh's attorney prior to contract signing to ensure compliance with applicable law. The City of Pittsburgh reserves the right to review the package to ensure inclusion of all applicable CDBG terms and conditions.

Auditors Certification: The availability of funds for the contract must be certified by the locality's financial officer.

Notice of Award:

Notice to Proceed:

Bid Bonding/Guarantees: A bid guarantee shall be in the form of either a surety bond, certified check, cashiers check, or letter of credit in the amount of five percent of the bid, and a contract bond/performance bond or letter of credit for the full amount of the contract including all items of overhead.

Timelines: Bid proposal after the time and date specified in the notice will not be considered.

10. Miscellaneous Requirements

10.1. Acknowledgements

- A. **Conflict of Interest-** By submission of a proposal to this solicitation, Respondent agrees that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this RFP.
- B. **Code of Ethics-** By submission of a proposal to this solicitation, Respondent agrees to abide by the Code of Ethics of The City of Pittsburgh. The full Ethics Handbook can be found [here:http://pittsburghpa.gov/humanresources/files/policies/10_Ethics_Handbook.pdf](http://pittsburghpa.gov/humanresources/files/policies/10_Ethics_Handbook.pdf)
- C. **Fair Trade Certification-** By responding to this solicitation, the Respondent certifies that no attempt has been made, or will be made, by the Respondent to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition.
- D. **Non-Disclosure-** By responding to this solicitation, the Respondent acknowledges they may be required to sign a Non-Disclosure Agreement during the contracting process if they are the successful respondent.
- E. **Debarment** - This solicitation is also subject to Section 161.22 of the City of Pittsburgh Code related to debarment from bidding on and participating in City contracts.
- F. **Financial Interest-** No proposal shall be accepted from, or contract awarded to, any individual or firm in which any City employee, director, or official has a direct or indirect financial interest in violation of applicable City and State ethics rules. Entities that are legally related to each other or to a common entity which seek to submit separate and competing proposals must disclose the nature of their relatedness.
- G. **Full Fee Disclosure-** Pursuant to Section 161.36 of the Pittsburgh City Code, a Respondent must include a disclosure of any finder's fees, fee splitting, firm affiliation or relationship with any broker-dealer, payments to consultants, lobbyists, or commissioned representatives or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

11. Vendor Questionnaire

11.1. [Response to Scope Proposal](#)

Please upload your Response to Scope detailed in [Proposal Format Requirements](#)

11.2. [Cost Proposal](#)

Please upload your Cost Proposal detailed in [Proposal Format Requirements](#)

11.3. [Equal Opportunity Review Commission \(EORC\) Participation Form *](#)

Please download the below documents, complete, and upload.

- [MWDBEVOSB Commitment Forms.pdf](#)

*Response required

11.4. [Do you agree with the City's Terms and Conditions?*](#)

- Yes
 No

*Response required

11.5. [Community Development Required Documents *](#)

Please download the below documents, complete, and upload.

Note CD - Davis-Bacon Wage Determination, CD - Affirmative Action Requirements, and CD - 29 CFR Part 5 are attached only as a reference and do not need completed and uploaded.

- [CD - Section 3 Paperwork - ...](#)
- [CD - Davis-Bacon Wage Deter...](#)
- [CD - Affirmative Action Req...](#)
- [CD - 29 CFR Part 5 - Refere...](#)

*Response required

11.6. [Do you agree to the Community Development Terms and Conditions*](#)

- Yes
 No

*Response required

11.7. [Vendor Contact Sheet*](#)

Please download the below documents, complete, and upload.

- [Blank Vendor Contact Sheet.pdf](#)

*Response required

11.8. Vendor Registration Form*

Please download the below documents, complete, and upload.

- [Blank Vendor Registration F...](#)

*Response required

11.9. W-9*

Please download the below documents, complete, and upload.

- [W9.pdf](#)

*Response required

11.10. 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)

*Response required

11.11. System Award Management *

Vendors submitting responses on federally funded projects must register on SAM.gov and provide proof of registration.

On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). Please supply SAM.gov Unique Entity ID number.

If you have applied for your SAM.gov registration, but have not yet been issued a SAM.gov Unique Entity ID number, please type "Applied."

*Response required

11.12. System Award Management Upload

If you have applied for your SAM.gov registration, but have not yet been issued a SAM.gov Unique Entity ID number, upload proof of your registration application.