



County of Allegheny  
Pittsburgh

DAN ONORATO  
COUNTY EXECUTIVE



City of

LUKE RAVENSTAHL  
MAYOR

On behalf of the City of Pittsburgh

DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PURCHASING AND SUPPLIES

**B I D**

for

**ASBESTOS AND HAZARDOUS MATERIAL REMOVAL**

**SPECIFICATION NO. 6502**

**This Invitation for Bid contains requirements for bidders to assist the County in meeting M/W/DBE goals. Therefore, bidders must document their plan or good faith efforts to meet those goals. Please see M/W/DBE Requirements and fill out the Participation Statement.**

**DUE DATE: Wednesday, November 3, 2010, 11:00 A.M.**

**SUBMIT TO: County Controller's Office  
Allegheny County Courthouse  
436 Grant Street, Room 104  
Pittsburgh, PA 15219**

**Include one (1) original and one (1) identical photocopy of your bid. Both documents must be in one sealed envelope clearly stating the Specification Number.**

**Jennifer McCaffrey  
Purchasing Agent  
412-350-4482**

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[Jennifer.McCaffrey@AlleghenyCounty.US](mailto:Jennifer.McCaffrey@AlleghenyCounty.US)

DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PURCHASING AND SUPPLIES



DAN ONORATO  
COUNTY EXECUTIVE

# County of Allegheny

206 COURTHOUSE ♦ 436 GRANT STREET  
PITTSBURGH, PA 15219  
PHONE (412) 350-4495 ♦ FAX (412) 350-5883

TIMOTHY H. JOHNSON  
DIRECTOR

JOHN DEIGHAN, CPCP  
CHIEF PURCHASING OFFICER

***This Invitation for Bid is issued by the County of Allegheny  
on a cooperative basis with the City of Pittsburgh.***

***You are advised that both public organizations will be  
ordering from the resultant contract throughout its term.***

DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PURCHASING AND SUPPLIES



DAN ONORATO  
COUNTY EXECUTIVE

# County of Allegheny

206 COURTHOUSE ♦ 436 GRANT STREET  
PITTSBURGH, PA 15219  
PHONE (412) 350-4495 ♦ FAX (412) 350-5883

TIMOTHY H. JOHNSON  
DIRECTOR

JOHN DEIGHAN, CPCM  
CHIEF PURCHASING OFFICER

Dear Bidder:

Enclosed is Allegheny County and the City of Pittsburgh's Invitation for Bid (IFB) for **Asbestos and Hazardous Material Removal**. I ask that you please read the entire document and decide if you would like to submit a bid for the County and City's requirements.

Allegheny County, with a population of approximately 1.3 million, is the second largest county in the State, and effective January 1, 2000 is a Home Rule county with an elected Chief Executive, an appointed County Manager and a 15-member County Council.

The Allegheny County Division of Purchasing and Supplies has taken a leadership role in public purchasing with a competent, professional and experienced staff who is committed to fair and open competition. We appreciate your interest in this solicitation and look forward to your participation.

There are three sections to this IFB: 1) your Bid, 2) the Specifications and 3) the Instructions to Bidders. All three sections will be incorporated into any resultant contract.

There are several things that will assist the County in processing and evaluating your bid, therefore it is important that all bidders:

Stamp your company name on each page of your bid.

If you are trading as a Corporation, your bid must be signed by the President or Vice-President and attested by the Secretary or Treasurer. Another authorized person may sign if accompanied by a power of attorney.

**Include one (1) original and one (1) identical photocopy of your bid. Both documents must be in one sealed envelope clearly stating the Specification Number.** The bid shall be mailed to address on the cover sheet of this IFB.

Be sure that you submit your bid before the opening date and time as stated on the cover page.

Provide points of contact.

Be sure that all signatures are "live".

Sign on the proper lines (Individual, Partnership, or Corporation).

If a bid bond is required, make sure it is in the correct amount and properly signed. Be sure you have affixed the corporate seal.

Be sure the bid has pricing submitted with decimal points.

Indicate whether other government agencies are permitted to purchase under this Contract.

Sincerely,

John Deighan, CPCP  
Chief Purchasing Officer  
Revised 8/10

**NO BID SHEET**  
**SPECIFICATION #6502**

**ASBESTOS AND HAZARDOUS MATERIAL REMOVAL**

If your firm has chosen not to submit a bid for this IFB, please complete this form and fax or mail to:

County of Allegheny  
Division of Purchasing and Supplies  
Room 206 Courthouse  
436 Grant Street  
Pittsburgh, PA 15219  
(412) 350-5883 Fax

**Please check all items that apply:**

- ☐ **Do not sell the item(s) required.**
- ☐ **Cannot be competitive.**
- ☐ **Cannot meet the Specifications highlighted in the attached Bid.**
- ☐ **Cannot provide the Insurance required.**
- ☐ **Cannot provide Performance Bond required.**
- ☐ **Cannot comply with County Instructions to Bidders.**
- ☐ **Job is too large.**
- ☐ **Job is too small.**
- ☐ **Cannot hold pricing for entire contract period.**
- ☐ **Past problems with the County of Allegheny/City of Pittsburgh.**

**Please Explain:** \_\_\_\_\_

- ☐ **County / City payment process is too slow. Please circle one or both.**
- ☐ **Do not wish to do business with the County / City. Please circle one or both.**
- ☐ **Other reason.**

**Please Explain:** \_\_\_\_\_

**COMPANY NAME:**\_\_\_\_\_

**CONTACT:**\_\_\_\_\_ **PHONE #**\_\_\_\_\_

COMPANY NAME \_\_\_\_\_

JM/10/10

DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PURCHASING AND SUPPLIES  
ROOM 206 COURTHOUSE

B I D

FOR

# **ASBESTOS AND HAZARDOUS MATERIAL REMOVAL**

**Spec. #6502**

In accordance with the attached Specifications, Instructions to Bidders, and drawings, we (or I) propose to furnish and **DELIVER F.O.B. Point of Delivery, Asbestos and Hazardous Material Removal** to the City of Pittsburgh and the County of Allegheny at the following prices.

## **BID SHEET**

### 3.1 C. UNIT PRICES

ITEM NO.	DESCRIPTION	QTY.	APPROX ANNUAL PRICE	2011 UNIT TOTAL	2011 PRICE	2012 UNIT TOTAL	2012 PRICE
1.	REMOVE AND LEGALLY DISPOSE OF RESILIENT ASBESTOS CONTAINING FLOOR COATING.	100 S.F.	\$_____	\$_____	\$_____	\$_____	\$_____
2.	REMOVE AND LEGALLY DISPOSE OF RESILIENT ASBESTOS CONTAINING FLOOR TILE MASTIC.	100 S.F.	\$_____	\$_____	\$_____	\$_____	\$_____
3.	EXCAPSULATE AND REPAIR EXISTING ASBESTOS CONTAINING INSULATION ON STEAM AND/OR HOT WATER PIPING; PROVIDE ONE (1) "ASBESTOS HAZARD" LABEL EVERY 10'-0" O.C.;; ENCAPSULANT COLOR PER DIRECTOR'S CHOICE. ASSUME 1-1/2" THICK INSULATION; INCLUDING ALL VALVES AND FITTINGS AS FOLLOWS (ACTUAL PIPE SIZE USED AS BASIS):						
	A. UP TO 2" PIPE O.D.	50 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	B. 2" TO 4.0" PIPE O. D.	50 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	C. 4.1" TO 6" PIPE O. D.	50 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	D. 6" TO 8" PIPE O.D.	50 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	E. 8" TO 10" PIPE O.D.	25 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	F. 10" TO 12" PIPE O.D.	25 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	G. 12" TO 14" PIPE O.D.	25 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
4.	PROVIDE AND INSTALL 1" FACED FIBERGLASS PIPE INSULATION INCLUDING ALL VALVES AND FITTINGS (ACTUAL PIPE SIZE USED AS BASIS):						
	A. UP TO 2" PIPE O. .D.	50 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	B. 2" TO 4.0" PIPE O. D.	50 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	C. 4.1" TO 6" PIPE O. D.	50 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	D. 6" TO 8" PIPE O.D.	50 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	E. 8" TO 10" PIPE O.D.	25 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	F. 10" TO 12" PIPE O.D.	25 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	G. 12" TO 14" PIPE O.D.	25 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____

COMPANY NAME \_\_\_\_\_

BID for ASBESTOS AND HAZARDOUS MATERIAL REMOVAL

SPEC# 6502

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ITEM NO.	DESCRIPTION	APPROX ANNUAL QTY.	2011 UNIT PRICE	2011 TOTAL	2012 UNIT PRICE	2012 TOTAL
5.	REMOVE AND LEGALLY DISPOSE OF ASBESTOS CONTAINING PIPE INSULATION INCLUDING VALVES AND FITTINGS AS FOLLOWS (ACTUAL PIPE SIZE USED AS BASIS):					
	A. UP 69 2" PIPE O. D.	50 L.F.	\$_____	\$_____	\$_____	\$_____
	B. 2" TO 4.0" PIPE O. D.	50 L.F.	\$_____	\$_____	\$_____	\$_____
	C. 4.1" TO 6" PIPE O. D.	50 L.F.	\$_____	\$_____	\$_____	\$_____
	D. 6" TO 8" PIPE O..D.	50 L.F.	\$_____	\$_____	\$_____	\$_____
	E. 8" TO 10" PIPE O..D.	25 L.F.	\$_____	\$_____	\$_____	\$_____
	F. 10" TO 12" PIPE O..D.	25 L.F.	\$_____	\$_____	\$_____	\$_____
	G. 12" TO 14" PIPE O..D.	25 L.F.	\$_____	\$_____	\$_____	\$_____
6.	REMOVE AND LEGALLY DISPOSE OF LEAD BASED PAINT FROM WALLS, CEILINGS, ETC. AT INTERIOR LOCATIONS. THIS PRICE SHALL <u>NOT</u> INCLUDE RENTING OF SCAFFOLDING OR LIFTS.					
	Up to 250 S.F.	\$_____	\$_____	\$_____	\$_____	\$_____
	Over 250 S.F.	\$_____	\$_____	\$_____	\$_____	\$_____
7.	REMOVE AND LEGALLY DISPOSE OF LEAD BASED PAINT FROM STRUCTURAL STEEL, RAILINGS, METALWORK, ETC. AT EXTERIOR LOCATIONS. THIS PRICE SHALL <u>NOT</u> INCLUDE RENTING OF SCAFFOLDING OR LIFTS.					
	Up to 250 S.F	\$_____	\$_____	\$_____	\$_____	\$_____
	Over 250 S.F	\$_____	\$_____	\$_____	\$_____	\$_____
8.	REMOVE AND LEGALLY DISPOSE OF ASBESTOS CONTAINING ROOF PATCH COATINGS.					
	600 S.F.	\$_____	\$_____	\$_____	\$_____	\$_____
9.	REMOVE AND LEGALLY DISPOSE OF ASBESTOS CONTAINING ROOF SHINGLES.					
	80 S.F.	\$_____	\$_____	\$_____	\$_____	\$_____
10.	REMOVE AND LEGALLY DISPOSE OF ASBESTOS CONTAINING BUILT-UP ROOFING (3-PLY SYSTEM USED AS BASIS)					
	100 S.F.	\$_____	\$_____	\$_____	\$_____	\$_____
11.	REMOVE AND LEGALLY DISPOSE OF ASBESTOS CONTAINING ROOF FLASHING					
	100 L.F.	\$_____	\$_____	\$_____	\$_____	\$_____
3.1 .	ANNUAL TOTALS			2011		2012
				\$_____		\$_____
B.	COSTS ASSOCIATED WITH THE RENTAL OF SCAFFOLDING, STAGES, CRANES OR LIFTS UTILIZED TO POSITION WORKERS SHALL BE SUBMITTED AS DIRECT COSTS AND REIMBURSED AS STIPULATED IN SECTION 3.5 EQUIPMENT.					

COMPANY NAME \_\_\_\_\_

BID for ASBESTOS AND HAZARDOUS MATERIAL REMOVAL

SPEC# 6502

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- C. FOR ASBESTOS REMOVAL, INCLUDE IN PRICE MINIMUM CONTAINMENT DURING REMOVAL PROCESS ALLOWABLE BY CURRENT ALLEGHENY COUNTY REQUIREMENTS.

ITEM NO.	DESCRIPTION	APPROX ANNUAL QTY.	2011 UNIT PRICE	2011 TOTAL	2012 UNIT PRICE	2012 TOTAL
12.	REMOVE AND LEGALLY DISPOSE of ASBESTOS CEMENT PANELS. (TRANSITE)	100 S.F.	\$_____	\$_____	\$_____	\$_____

**BID SHEET**

## 3.2 PERSONNEL

BID UNIT PRICE AS PER SINGLE UNIT (HOUR). THE RATES BID ARE TO INCLUDE EMPLOYMENT COMPENSATION AND BENEFITS, CONTRACTOR'S OVERHEAD AND PROFIT, ETC.

	Approx.. Annual Qty.	2011 Regular Rates	2011	2012 Regular Rates	2012
3.2B <u>Labor Classification</u>	<u>(Hours)</u>	<u>Mon. - Fri.</u>	<u>Total</u>	<u>Mon. - Fri.</u>	<u>Total</u>
Superintendent	( 5 )	\$_____	\$_____	\$_____	\$_____
Foreman	( 20 )	\$_____	\$_____	\$_____	\$_____
Asbestos Remover (Skilled labor class II)	( 40 )	\$_____	\$_____	\$_____	\$_____
Asbestos Worker (Re-Insulator)	( 40 )	\$_____	\$_____	\$_____	\$_____
Electrician	( 5 )	\$_____	\$_____	\$_____	\$_____
Carpenter	( 5 )	\$_____	\$_____	\$_____	\$_____
Steam Fitter	( 5 )	\$_____	\$_____	\$_____	\$_____
Plumber	( 5 )	\$_____	\$_____	\$_____	\$_____
Plasterer	( 5 )	\$_____	\$_____	\$_____	\$_____
Painter	( 5 )	\$_____	\$_____	\$_____	\$_____
Laborer	( 5 )	\$_____	\$_____	\$_____	\$_____
<b>3.2 ANNUAL TOTALS</b>			\$_____		\$_____

3.3 MARKUP – FOR ALL YEARS BID  
CONTRACTOR'S MATERIAL PURCHASES  
MATERIAL AT DIRECT COST PLUS \_\_\_\_\_%

(NOT TO EXCEED 10%)

3.4 CONTRACTOR OVERHEAD & PROFIT \_\_\_\_\_% (NOT TO EXCEED 10%)  
ON SUBCONTRACTOR LABOR AND  
MATERIALS.

3.5 EQUIPMENT - TRUCK TIME; MINIMUM 4 CU. YD. DUMP TRUCK.



	2011 UNIT PRICE	2011 TOTAL	2012 UNIT PRICE	2012 TOTAL
APPROXIMATE ANNUAL QUANTITY – 10 HRS.	\$ _____/HR.	\$ _____	\$ _____/HR.	\$ _____

**ASPHALT AND HAZARDOUS MATERIALS  
REMOVAL CONTRACT**

**3.6 BID SUMMARY SHEET**

	2011	2012
SECTION 3.1 UNIT PRICES		
SUB TOTAL:	\$ _____	\$ _____
SECTION 3.2 LABOR		
SUB TOTAL:	\$ _____	\$ _____
SECTION 3.5 EQUIPMENT		
SUB TOTAL:	\$ _____	\$ _____
ANNUAL TOTALS:	\$ _____	\$ _____
<b>GRAND TOTAL (ALL YEARS):</b>	<b>\$ _____</b>	

NOTE: IN THE EVENT OF MATHEMATICAL ERRORS ON EXTENSIONS OR PRICES, UNIT  
PRICES SHALL PREVAIL.

On behalf of the City of Pittsburgh Allegheny County is soliciting pricing for each of the two (2) contract years indicated. Contract years shall run concurrently with calendar years. Second year prices may be bid at contractor's option and will be one factor considered by the City in the award process. The County reserves the right to award this contract for a term of one (1) or two (2) years, at the discretion of the Director, Department of Finance, City of Pittsburgh. The successful bidder will be advised of such decision at the time of initial award notification.

The bidder does hereby propose and agree to furnish all materials, equipment, tools and labor required to the City of Pittsburgh, the City of Pittsburgh School Board, all City Authorities and Allegheny County and County Authorities at the prices quoted in this proposal.

A. The City will verify the Bidders competence in the type of work required by the proposed contract through a check of the references submitted below.

B. Please state five (5) references listing principals/owners of projects completed or in progress during the last three (3) calendar years.

1. Owner/Principal \_\_\_\_\_  
Project Title \_\_\_\_\_  
Location of Work Site \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Additional Cost for Extras \_\_\_\_\_
2. Owner/Principal \_\_\_\_\_  
Project Title \_\_\_\_\_  
Location of Work Site \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Additional Cost for Extras \_\_\_\_\_
3. Owner/Principal \_\_\_\_\_  
Project Title \_\_\_\_\_  
Location of Work Site \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Additional Cost for Extras \_\_\_\_\_
4. Owner/Principal \_\_\_\_\_  
Project Title \_\_\_\_\_  
Location of Work Site \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Additional Cost for Extras \_\_\_\_\_
5. Owner/Principal \_\_\_\_\_  
Project Title \_\_\_\_\_  
Location of Work Site \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
Contract Price \_\_\_\_\_  
Additional Cost for Extras \_\_\_\_\_

**BID BOND***Know All Persons by these Presents***THAT** \_\_\_\_\_

And principal, and \_\_\_\_\_ as surety,

are held and firmly bound unto the City of Pittsburgh, in the sum of \_\_\_\_\_  
\_\_\_\_\_ to be paid to the said City of Pittsburgh, aforesaid, their certain attorney,  
successors or assigns. To which payment, well and truly to be made, we do not bind ourselves, our successors  
and assigns, jointly and severally, firmly by these presents.WITNESS our hands and seals, the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our  
Lord, Two thousand \_\_\_\_\_

WHEREAS, the above bound \_\_\_\_\_

\_\_\_\_\_ has filed with the Controller of  
the City of Pittsburgh proposals for \_\_\_\_\_

to be done under and in pursuance of the Acts of the Assembly and Ordinances of Council relating thereto; now

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**

That if the said \_\_\_\_\_

shall enter into a written contract, as required by said laws and ordinances in case the same shall be awarded  
to \_\_\_\_\_ and well and faithfully perform and fulfill in all its parts, the contract to  
be made and entered into by and between the said City of Pittsburgh and the said

for \_\_\_\_\_

in accordance with the above mentioned contract, and shall indemnify and save harmless said City of Pittsburgh  
from all liens, and shall otherwise indemnify, save and hold harmless said City of Pittsburgh from all liens, charges,  
claims, demands, loss, costs, and damages of every kind and nature whatsoever, then this obligation to be void,  
otherwise to be and remained in full force and virtue.

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or  
materials to be furnished or labor to be supplied or performed under it, or the giving by of City of Pittsburgh of any extension  
of time for the performance of the contract or any other forbearance on the part of either the City of Pittsburgh or the principal  
to the other, shall not in any way release the principle and the surety of sureties, or either or any of them, their heirs,  
executors, administrators, successors, or assigns, from their liability hereunder, notice to the surety or sureties of any such  
alteration, extension or forbearance being hereby waived.

ATTEST:

\_\_\_\_\_  
SECRETARY - TREASURER\_\_\_\_\_  
COMPANY NAME

(Seal)

\_\_\_\_\_  
PRESIDENT-VICE PRESIDENT

(Seal)

\_\_\_\_\_  
BONDING COMPANY

(Seal)

\_\_\_\_\_  
FOR SURETY COMPANY\_\_\_\_\_  
ATTORNEY-IN-FACT

(Seal)

**PERIOD OF CONTRACT:** January 1, 2011 through December 31, 2011 with the option to renew at second year costs

through December 31, 2012.

The use of the name of a manufacturer or of any special brand or make in describing an item does not restrict bidders to that manufacturer. The means or the method used is simply to indicate the character or quality of the articles desired; however, the articles on which bids are submitted must be of such character or quality that they will serve the purpose for which they are to be used equally as well as that specified. If bidding on other than the make, model or brand specified the manufacturer's name and catalogue reference must be given.

**IF THESE SPECIFICATIONS ARE NOT CLEAR, OR YOU FEEL THEY ELIMINATE COMPETITIVE BIDDING IN AN UNFAIR AND UNNECESSARY MANNER, YOU MAY OBTAIN A BID PROTEST FORM BY CALLING 412-350-4482, or ON THE COUNTY'S WEB SITE <http://www.county.allegheny.pa.us/forms/index.asp>. THE BID PROTEST FORM MUST BE COMPLETED AND RETURNED TO THE PURCHASING DIVISION, ROOM 206 COURTHOUSE, PITTSBURGH, PA 15219 OR FAX 412-350-5883, BY 12:00 P.M. ON THE MONDAY BEFORE THE BIDS ARE TO BE OPENED.**

**Do you agree to make available to the Councils of Government, Municipalities, Authorities and School Districts within Allegheny County, all items contained in this bid at the bid price quoted for the entire Contract Period?**

(Please be advised as this is a co-operative Invitation for Bid, this optional contract availability is not applicable to the City of Pittsburgh as your act of submitting a bid enables **both** the County and City to utilize the resultant contract.

\_\_\_\_\_ **YES**                      \_\_\_\_\_ **NO**

**Do you agree to make available to all political sub-division and authorities of the Commonwealth of Pennsylvania all items contained in this bid at the bid price quoted for the entire Contract Period?**

(Please be advised as this is a co-operative Invitation for Bid, this optional contract availability is not applicable to the City of Pittsburgh as your act of submitting a bid enables **both** the County and City to utilize the resultant contract.

\_\_\_\_\_ **YES**                      \_\_\_\_\_ **NO**

#### **BUY AMERICAN CERTIFICATE**

The bidder or offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Policy"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

List the sum of the declared values of all the imported components installed or included on such products.

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

#### **COMPANY INFORMATION**

(This information is for tracking purposes only and has no role in the determination of the lowest, responsive, responsible bidder.)

- [ ] check here if your firm is registered with the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises
- [ ] check here if your firm is a "Minority Business Enterprise" or "MBE" as defined in the Small Business Act, 15 USC
- [ ] check here if your firm is a "Women Business Enterprise" or "WBE" as defined in the Small Business Act, 15 USC
- [ ] check here if your firm is a "Small Business" as defined by the Small Business Administration (13 C.F.R. 121.201, in most cases, this means a business with 500 or fewer employees)

\*\*\* **FOR PAYMENT PURPOSES** \*\*\*

\_\_\_\_\_  
Print Name of Business

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Contact Person Telephone  
(Print Name) Number

\_\_\_\_\_  
**800 number if one is applicable**

\_\_\_\_\_  
**FAX number if one is applicable**

\_\_\_\_\_  
**Email**

IN THE PRESENCE OF -

**INDIVIDUAL**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Individual Principal)

**PARTNERSHIP**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Partner)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Partner)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Partner)

**CORPORATION**

\_\_\_\_\_  
attest Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
(State where Incorporated)

**NOTE: THIS PAGE AND THE FOLLOWING PAGE MUST BE SUBMITTED WITH YOUR  
BID. BOTH PAGES REQUIRE A LIVE SIGNATURE SIGNED IN BLUE INK.**

# ALLEGHENY COUNTY

## M/W/DBE PARTICIPATION STATEMENT

Failure to complete this form and submit it with the bid may be sufficient cause for rejection of bid or proposal.

### SOLICITATION AND COMMITMENT

MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISES

BID or RFP NUMBER	NAME OF BIDDER or PROPOSER	ADDRESS		PHONE NUMBER	
List below ALL M/W/DBE's that were solicited - whether or not commitment was obtained -- <b>Copy this form as necessary</b>					
MBE____ WBE____ DBE____	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED		COMMITMENT MADE ____YES(IF YES GIVE DATE) MONTH__DAY__YR____ ____NO	GIVE REASON(S) IF NO COMMITMENT MADE
CERTIFIED BY:					
COMPANY NAME		SOLICITATION METHOD			
ADDRESS					
CONTACT PERSON / PHONE #		QUOTE RECEIVED YES NO			
EMAIL		\$ AMOUNT _____ % OF TOTAL BID _____			
MBE____ WBE____ DBE____	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED		COMMITMENT MADE ____YES(IF YES GIVE DATE) MONTH__DAY__YR____ ____NO	GIVE REASON(S) IF NO COMMITMENT MADE
CERTIFIED BY:					
COMPANY NAME		SOLICITATION METHOD			
ADDRESS					
CONTACT PERSON / PHONE #		QUOTE RECEIVED YES NO			
EMAIL		\$ AMOUNT _____ % OF TOTAL BID _____			
MBE____ WBE____ DBE____	TYPES OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED		COMMITMENT MADE ____YES(IF YES GIVE DATE) MONTH__DAY__YR____ ____NO	GIVE REASON(S) IF NO COMMITMENT MADE
CERTIFIED BY:					
COMPANY NAME		SOLICITATION METHOD			
ADDRESS					
CONTACT PERSON / PHONE #		QUOTE RECEIVED YES NO			
EMAIL		\$ AMOUNT _____ % OF TOTAL BID _____			

Prepared by: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**REFER TO THE MWDBE SECTION OF THE INVITATION FOR BID FOR ADDITIONAL INFORMATION**

**ALLEGHENY COUNTY**  
**M/W/DBE PARTICIPATION STATEMENT (Waiver Request)**

**NAME of BIDDER or PROPOSER :** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**SPEC or RFP NUMBER & TITLE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN ALL INSTANCES A GOOD FAITH EFFORT MUST BE MADE TO MEET THE M/W/DBE CONTRACT GOAL AS OUTLINED IN SECTION 3.10.8.8 OF THE 'MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION AFFIRMATIVE ACTION REQUIREMENTS' DOCUMENT.**

If you plan to perform the entire contract without using MWBDE subcontractors and/or suppliers or have not completely met the MWDBE goal of

13%MBE and 2% WBE, **the following is required:**

- \* **a detailed explanation of your normal business practice**
- \* **operation and/or inventory profile**
- \* **an active company supplier/subcontractor diversity policy**
- \* **explanation as to why an M/W/DBE participation waiver is being requested**

**NOTE:** The fully completed M/W/DBE Participation Statement must accompany this waiver request, that shows your "Good Faith Effort".

Prepared by: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PURCHASING AND SUPPLIES  
ROOM 206 COURTHOUSE

SPECIFICATIONS  
FOR

**ASBESTOS AND HAZARDOUS MATERIAL REMOVAL**

SPECIFICATIONS FOR ASBESTOS AND HAZARDOUS MATERIAL REMOVAL CONTRACT  
PART 1 GENERAL

1.01 DEFINITIONS

- A. City or Owner shall refer to the City of Pittsburgh, Pennsylvania, or to any of its administrative departments, Authorities, or authorized representatives.
- B. Director shall refer to the Director of City's Department of Engineering and Construction.
- C. Federal Authorities:
  - 1. EPA Environmental Protection Agency
  - 2. OSHA Occupational Safety and Health Administration
  - 3. NIOSH National Institute for Occupational Safety and Health
  - 4. NESHAPS National Emission Standard for Hazardous Air Pollutants
  - 5. ASHRAE American Society of Heating, Refrigeration and Air-Conditioning Engineers
- D. State Authorities:
  - 1. PaDER Pennsylvania Department of Environmental Resources
- E. County Authority shall refer to:
  - 1. ACHD Allegheny County Health Department
- F. Consultant shall refer to the professional Consulting Engineering firm engaged by the City to render comprehensive Technical services for Asbestos Identification and Clearance Air Testing.
- G. Contractor shall mean the firm with whom the City has entered into contract For the removal of asbestos or the re-insulation of pipes.
- H. Technical Terms:
  - 1. With reference to Asbestos Removal, shall include all definitions of the most recent ACHD regulations.
  - 2. With reference to Re-insulation, shall refer to ASHRAE terminology and standards.

1.02 SCOPE OF WORK

- A. Provide for removal and disposal of FACM (friable asbestos- containing material) from designated buildings in accordance with most recently amended Article XX, of the County Code, and all applicable regulations of Federal, State and Local authorities.
- B. Re-insulation of piping and heating equipment shall be in strict Compliance to ASHRAE standards.
- C. Contractor shall repair any damage to the facility caused by the Asbestos removal work.

These repairs shall be completed at the Contractor's risk, without Compensation, to the satisfaction of the City.

1.03 DOCUMENTS



A. The following documents will hereby become part of these Specifications.

1. Most recently amended Article XX, Rules and Regulations of the Allegheny County Health Department Bureau of Air Pollution Control. County Ordinance No. 16782, including: Chapter X – “Toxic or Hazardous Air Pollutants” NESHAP Regulations Subpart M – “National Emission Standards for Asbestos”.

B. Retain one (1) copy of the above-documents at the Contractor’s and one (1) copy at the job site, available to all authorized City representatives.

1.04            STANDARDS AND CODES

In addition to the above, Contractor shall comply with all Federal, State and Local Codes pertaining to Asbestos Abatement, with particular attention (but not limited) to the most recent revisions of the following:

OSHA REGULATION 29 CFR 1910.1001, for general industry  
OSHA REGULATION 29 CFT 1926.1101, for construction  
EPA REGULATION 40 CFR Part 61, National Emission Standards  
For Hazardous Air Pollutants: “Asbestos”

1.05            INSURANCE

Insurance modifications to General Conditions of the Contract shall be as Stated in “Information to Bidders”.

1.06            APPROVED PERSONNEL

- A. No person shall engage in the removal or encapsulation of FACM except those who have completed the Health and Safety Training Course prescribed by the ACHD.
- B. Contractor shall furnish, for the satisfaction of the City, copies of Safety Training Certificates for each of the workers and supervisors involved in asbestos abatement work.

1.07    COORDINATION

- A. Contractor shall schedule work and operations so as to cause minimal disruption or interruption of ongoing activities or business services. Every effort shall be made to accommodate building personnel’s need and desire through Owners representative.
- B. The work area shall be secured from the general public and City personnel. Contractor shall post appropriate warning signs, barricades and controls to prevent access by unauthorized persons. Area will be closed for Contractor’s operations and Contractor shall coordinate all security measures with Owner’s representative.
- C. Contractor shall notify City prior to shut down of all equipment. HVAC equipment will be shut down and re-started by the City Department of Finance.
- D. Contractor shall notify Department of Public Works’ Director seventy-two (72) hours in advance of starting all work.
- E. The City will instruct the successful bidder on a case by case basis as to the time(s) when each location will be available. The vendor will in no way interfere with the daily operations of any facility or event.

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1.0 GENERAL CONTRACT CONDITIONS

- A. The City of Pittsburgh Bid and General Contract Conditions (1984) revised June, 2002.
- B. The following Sections are to be excluded from the General Contract Conditions except as noted below:
  - 1) TITLE II
  - a. Article 3, Sec. 2.31 Page 5 EXAM. OF WORKSITE
  - b. Article 4, Sec. 2.41-2.44 Pages 6 BONDS shall be modified as stated in the attached  
specs. Page 9.
  - c. Article 4, Section 2.46 Page 7 INSURANCE shall be modified as stated  
in the attached specs. Page 9.
  - d. Art. 5, Sec. 2.53 Page 9 COMMENCEMENT OF WORK

e.	Art. 6, Sec. 2.61-2.68	Page 9-12	M/WBE (MBE/WBE language shall be modified as stated in "Article of Agreement")
2)	TITLE III		
a.	Art. 1, Sec. 3.14	Page 14	MAINTENANCE & GUARANTY
b.	Article 4, Section 3.43	Page 18	COMPENSATION FOR ALTERATIONS/EXTRA WORK
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e.	Art. 6, Sec. 3.66	Page 21	PREVAILING WAGE AND

WORKER'S COMPENSATION shall be deleted in its entirety and the following paragraph inserted in its place: "3.66 WORKER'S COMPENSATION. Contractor hereby certifies that it has complied with the provisions of the Pennsylvania Worker's Compensation and Occupational Disease Acts."

PLEASE NOTE THAT THE PROPOSAL TERMS, CONDITIONS, AND SPECIFICATIONS ARE PRIMARY; UNLESS OTHERWISE SPECIFIED, THEY SUPERCEDE THESE CONDITIONS, AS THESE SUPERCEDE THE BID AND GENERAL CONTRACT CONDITIONS WHERESOEVER A CONFLICT MAY APPEAR.

#### EXCLUSIVITY

- A. This contract shall be non-exclusive. The City reserves the right to do work of the type covered by this contract with City forces or with other contracts.

#### 1.2 AUTHORIZATION

The award of this contract shall be such that any City Department may make use of it at the prices stipulated. However, all work must have prior authorization of the Director(s) of the Department of Public Works and/or the Department of Finance.

#### 1.3 INITIATING THE WORK

The procedure for initiating the work shall be as follows:

- A. The Director or his representative shall, by Request For Proposal (RFP) letter, describe the work for each intended project and request this Contractor to submit a not-to-exceed cost proposal based upon the rates and unit prices established in this bid as well as any other costs associated with the completion of the work. The Contractor shall follow the requested format for the submission of each proposal as enumerated in the RFP. Each proposal must include a written estimate on City forms and shall be submitted within seven (7) days of the request.

B. Such estimates must be in a format acceptable to the City of Pittsburgh and should include approximate start and finish dates, cost breakdowns for labor, material and equipment, (including truck time, when applicable), a schedule of values with a total cost for the project as per City supplied construction documents, a list of shop drawings (to be supplied as required by the project), a list of subcontractors and/or suppliers (when value of work is > \$1000.) together with a copy of their proposal(s) including breakdowns, and any other data which may be pertinent and requested. On projects estimated to cost-over \$10,000. a minimum of two (2) sub-contractor and supplier proposals must be submitted for review and approval. On large projects, a construction schedule with periodic updates may be required to be provided at no additional cost.

C. Non-adherence to the stipulated start and completion dates or failure to supply requested documentation in a timely manner for the proper progress of the work may be cause for immediate cancellation of this contract.

D. The Director shall notify the Contractor by a Letter Of Acceptance (LOA) of his cost proposal accepting the Not-To-Exceed-Amount (NTEA) for each project. Final cost of each completed project may not exceed the NTEA as accepted by the LOA. Only the Director of the User Department may, in writing to the Contractor, waive this clause through the Pending Change Notice (PCN) process.

E. Unless otherwise directed, the Contractor must begin work within ten (10) calendar days after the LOA notice to proceed and shall do the work in accordance with the Director's orders and instructions.

#### 1.4 INVOICING

A. The Contractor shall prepare his invoices based on the aggregate of those items computed from the labor rates and the unit prices indicated herein, material invoices, equipment rentals and other costs associated with the completion of the work as accepted and enumerated in the LOA and approved PCNs for each project. The Contractor will also be responsible for submitting a complete breakdown of subcontracting costs together with all subcontractors documentation (i.e., labor invoices, material invoices, equipment rental, etc.). Invoices shall be submitted directly to the Department initiating the project and should be submitted not more than once a month. Contractor will be responsible to follow the user Department's invoicing procedures. Payment to the Contractor will be based on the City Inspector's daily labor and material logs.

B. City Business Privilege Tax is the Contractor's and Sub-Contractor's responsibility and as such is not a reimbursable item on Contractor's or Sub-Contractor's billing.

C. PA State taxes paid by the Contractor on material purchases or equipment rentals are reimbursable if included on third party invoices submitted.

D. Off-site fabrication time may be allowed, if approved by the Director and is included in the proposal. City Inspector shall be permitted to verify off-site fabrication as deemed appropriate.

E. A Final project invoice MUST be submitted within 45 days after the completion of the work on each project. Failure to submit the required product warranties, operation manuals, and maintenance manuals may delay final payment. When submitting the Final project invoice, the Contractor shall state therein that payment of said invoice constitutes full and complete payment of all monies owed and billable on said project. Any exception to this should be so noted and tallied on the Final invoice. After receipt and processing of the Final project invoice, the City will not entertain any additional cost for that particular project and will consider the project closed.

#### 1.5 COORDINATION WITH OTHERS

This Contractor shall cooperate with all other entities involved in the project including the Owner in the scheduling of the work so that he does not delay or interfere with the others' work. It will be this Contractor's responsibility to coordinate the schedule for the work with other primes and subcontractors and provide input to General Contractor for preparation, periodical update, and distribution of a master schedule for each project, if required, at no additional cost. The master schedule shall include the work of all other primes and subcontractors participating in the work.

#### 1.6 PERMITS

A. The Contractor shall secure all necessary permits and licenses required for the performance of the contract and shall pay all legal fees and charges thereof. The City shall waive any fees and charges normally associated with issuance of City permits. All other fees for Non-City permits shall be included by the Contractor in the proposal.

- B. The Contractor shall legally dispose of all waste associated with the work, off site, unless otherwise indicated by the Director. In such disposal cases, the Contractor shall secure all permits, pay all fees and produce documentation attesting to the legal disposal of such waste. Special disposal of toxic materials, debris or equipment must be specifically addressed in the proposal for each project.

1.7 BONDING

IMPORTANT: BONDING AS DESCRIBED BELOW SHALL PREVAIL OVER THAT SPECIFIED IN "BID AND GENERAL CONTRACT CONDITIONS".

- A. A Bid Bond is required in the amount of 10% of the total aggregate amount bid if over \$200,000 for all years bid. Bids not containing a Bid Bond in the correct amount will be rejected. It is recommended that amounts of bid bonds read "10% of the total amount bid" in case of mathematical errors.
- B. If the amount awarded is over \$100,000.00, a Performance Bond is required of the Awardee in the amount of 10% of the contract Grand Total for all years awarded as indicated on the bid summary sheet. For example, if a two year contract is estimated to be valued at a total of \$125,000.00 per year, a performance bond in the amount of 10% of the estimated \$250,000.00 total expenditure would be required (i.e.: a \$25,000.00 Performance Bond).

1.8 SAFETY AND CODE REQUIREMENTS

- A. All Contractors shall comply with standards and regulations of Public Law 91-596, "Safety and Health Regulations for Construction", latest edition, Occupational Safety and Health Act of 1970.
- B. All Contractors will 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.
- C. All Contractors shall comply with all federal, state and local codes, regulations and standards as appropriate including those in regard to environmental protection, of the public, and property, etc. Where codes, regulations, and standards are referred to herein, it shall be understood that such reference is to the current issue in effect at the date of the contract including all revisions and addenda, if any, and are hereby made part of this contract and at no additional expense to the City.

1.9 EMERGENCY WORK

- A. The Contractor must have the ability to perform emergency work within the following time frames, based on situation, and must verify that their work forces can be dispatched accordingly:
- |          |           |
|----------|-----------|
| 4 hours  | EMERGENCY |
| 48 hours | URGENT    |
- B. The Contractor must have twenty-four (24) hours a day accessibility (Answering service, or Machine and paging capability). The Contractor must also have a FAX machine in operation by time of contract commencement.
- C. The Contractor must also have the ability to complete emergency work as requested by the City within a 24 hour period from initiation of repair, unless other arrangements are approved. Non-adherence to this clause may be cause for cancellation of contract.

1.10 CONSTRUCTION DOCUMENTS: DRAWINGS AND TECHNICAL SPECIFICATIONS

- A. The Contractor will be required to comply with all drawings and technical specifications, which may be associated with each particular project. Failure to comply may result in delay of payments, back-charging for corrective remedial work, and/or cancellation of the contract.
- B. On certain large and/or complex projects, the contractor may be required to provide shop drawings and catalogue cuts of the proposed equipment and/or assemblies. Submittals of these types shall be furnished in a timely manner for the progress of the work and at the Director's request and the cost thereof will be considered as Overhead.

C. Where Standards, Specifications, and Codes are referred to herein, it shall be understood that such reference is to the issue in effect as of the date of the proposal, including all revisions and addenda, if any.

D. The material, equipment, and installation shall conform to all applicable regulations, and codes and as such are hereby made a part of the proposal specifications. They shall take precedence over these proposal specifications and shall be satisfied by the contractor at no additional expense to the City.

#### 1.11 USE AND POSSESSION PRIOR TO COMPLETION

A. The City shall have the right to take possession of or use any completed, or partially completed part of the Work. Before taking possession of, or using any part of the Work, the Director shall furnish the Contractor with a Certificate of Substantial Completion containing a list of items of work remaining to be completed or corrected for those portions of the Work that the City intends to take possession of, or use. However, failure of the Director to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The City's possession or use of some of the Work shall not be deemed an acceptance of all of the Work under the Contract.

B. For those portions of the Work which the City has such possession or use, the Contractor shall be relieved of the responsibility of loss or damage to the Work resulting from the City's possession or use, notwithstanding the terms of any warranties, maintenance responsibilities, protection requirements, or other specified duties which remain the Contractor's responsibility beyond the Date of Substantial Completion.

#### 1.12 INSPECTIONS AND CLOSEOUT

A. During the course of the project, the City will assign an inspector to this site to monitor the work. The Inspector shall act as the Director's Representative on all matters in the field. The Inspector, however, shall not have the authority to approve work or accept substitutions as this is the responsibility of the awarding Department Project Manager.

The Contractor shall fully cooperate with the Inspector. The Contractor shall fully cooperate with the Inspector. The Contractor's Field Representative may be requested to sign the Inspector's daily log as verification of hours worked by the Contractor. Only the actual hours that workers are productively engaged in the progress of the work will be logged by the Inspector. It is in the Contractor's best interest to efficiently and effectively manage each project.

B. When the work is substantially complete, the Contractor shall request a Pre-Final Inspection. At that time a punch-list of deficiencies and/or incomplete work will be compiled and sent to the Contractor(s) for completion. All punch-list items must be completed within 30 days unless otherwise arranged. If there are no discrepancies found at the Pre-Final, this inspection may be considered a Final Inspection and as such Final Acceptance of the work.

C. One Pre-Construction Meeting, one Pre-Final and one Final Inspection shall be considered a pay item for one representative of the Contractor.

#### 1.13 LIQUIDATED DAMAGES

A. Substantial and unreasonable delays in response times, estimated time, or non-adherence thereto shall constitute cause for the assessment of liquidated damages. Such damages shall be assessed at the rate of \$200.00 per day for every day of such substantial delay. Liquidated damages shall be deducted from payments due under this contract.

#### 1.14 GUARANTEE

A. The Contractor shall, at his cost, replace any work, materials or equipment furnished and installed by him under this contract which develops defects, except from vandalism or unusual wear and tear, within one (1) year from the date of the Final Acceptance of the work for each project. Additional warranties of specific materials and systems may be required of the Contractor on a per project basis and will be so noted in the Director's requesting (RFP) letter.

**NOTE:** IN SOME CASES, WARRANTY PERIODS MAY COMMENCE PRIOR TO FINAL INSPECTION, PURSUANT TO ISSUANCE OF CERTIFICATE OF SUBSTANTIAL COMPLETION (AIA DOCUMENT G704).

1.15 CLARIFICATION OF OWNERSHIP

- A. Prior to execution of the Contract, the City of Pittsburgh reserves the right to require the successful Bidder to supply names and addresses of all owners and/or stockholders who own more than 40% of any class of stock issued and outstanding as well as the names and addresses of partners and others having a financial interest in the bid.
- B. Providing false or insufficient information may result in the successful Bidder being subjected to civil and/or criminal liabilities.

1.16 QUARTERLY REPORTS

- A. Contractor shall supply quarterly reports on contract usage. Reports shall be sent to the Purchasing Division, Department of Finance, 30 days after the end of each quarter. Failure to supply reports may delay processing of invoices. Reports must show total quantities of unit prices, labor & material (T&M) costs, and total number of projects as of the close of the quarter. The reports should group the above information by department authorizing the work; i.e. Department of Finance, Public Works, or Parks, etc. Projects do not have to be completed but said costs should be incurred by you in order to include such quantities in the report.

2.0 GENERAL INSTALLATION REQUIREMENTS

- A. Installation shall be of a quality not less than is accepted as industry standard for any trade covered herein.
- B. All materials furnished under this contract shall be determined safe by nationally recognized testing laboratory, such as Underwriter's Laboratories Inc., or Factory Mutual Engineering Corporation. All material shall be labeled, certified, or listed by such laboratory.

2.1 TESTING

- A. Testing of materials or of the installation of same may be required by the Director. If the materials and installation are found to be in accordance with the contract documents, the cost of testing and replacement of the installation shall be paid by the City. If the work is found not in accordance with the Contract Documents, the Contractor shall pay the costs of testing and replacement of an installation that is in accordance with the Contract.
- B. Any material or equipment, which is found to be defective during the tests, shall be removed and replaced with new by this Contractor at no additional cost to the City unless it is found that this condition was caused by the City of Pittsburgh or a separate prime contractor in which event the City shall be responsible for the payment of said costs and will pursue reimbursement from the contractor(s) responsible.

2.2 STORAGE OF MATERIALS AND EQUIPMENT

- A. The Contractor will be required to store his material and equipment in a location, which will not interfere with the normal operations of other contractors or employees of the City, and in a manner which will afford them maximum protection. The City will not guaranty the security nor be responsible for loss, damage or theft of stored materials or equipment in a City facility. Security of materials and equipment is the Contractor's responsibility. The Contractor shall replace such items, as required, at his own expense.
- B. When City owned equipment is removed from any part of the building systems it shall be taken down with due care in a workmanlike manner, the parts shall be marked for identification, and the whole shall be stored in the City' stock in the Contractor" premises. Subject to further orders of the City, the Contractor may be directed to transport the material directly to a City storage area.
- C. At the end of each project, a list of all City owned equipment in the possession of the Contractor shall be sent to the Director of Finance. Said equipment shall be

returned, at the Contractor's expense, to the City yard or as directed by the Director.

### 2.3 PROTECTION OF WORK

A. This Contractor shall be held responsible for the protection of the General Public as well as City personnel during construction. This to include but not be 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 construction area.

B. Protection of his work prior to the final acceptance of same is also this Contractors responsibility. He shall repair or replace work damaged before final acceptance at his own expense.

### 2.4 RESTORATION AND MAINTENANCE OF SURFACES

A. The Contractor shall adequately protect adjacent work, existing or new. He shall restore all materials including site paving, other site improvements, landscaping, exterior building components and surfaces, interior building components, equipment and surfaces which may have been damaged through his activities to a condition equal to that before work began, furnishing all labor and material required at his own cost.

B. During the installation, removal, repair, or maintenance of equipment under this contract, it may be necessary for this contractor to move, remove, or relocated signs, fences, barriers, or other objects in order to gain access to existing equipment or to the proposed equipment site This Contractor shall perform such duties, within reason, at no additional charge and shall restore the site to it's original condition.

### 2.4 RESTORATION AND MAINTENANCE OF SURFACES (cont'd)

C. The Contractor shall not injure trees. Trimming of trees in connection with the work or access to the work site shall be done only under the supervision of the City Forester. However, the Contract shall not be required to trim trees except at the time of the installation of new work or repair and maintenance of existing work.

### 2.5 CUTTING, FITTING AND PATCHING

A. This Contractor shall 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. He shall also do such patching of related parts and assemblies that may be required as a result of cutting and fitting work.

B. He shall not endanger the stability of existing structures or any part thereof by cutting, digging or other operations. He shall not cut or alter any structural components in any way save with the written consent and under direction of the Director.

C. All patching shall be done by mechanics skilled in the trade which originally erected the work and in such manner as to restore such parts to their original (prior to the work) construction, finish, and to the satisfaction of the Owner.

### 2.6 CLEANUP OF PREMISES AND EQUIPMENT

A. The Contractor shall not allow waste material or rubbish caused by work under this contract to accumulate in or about the premises, but shall promptly and thoroughly remove rubbish and excess tools daily from the site including immediate work area, equipment and scaffolding. Stockpile of stored material must be maintained in an orderly condition. Upon Final Completion, he shall leave the site thoroughly cleaned and ready for use. In case of a dispute, the City of Pittsburgh may remove the rubbish and do such cleanup as required and backcharge the cost thereof to the Contractor responsible.

B. The Contractor shall take legal responsibility for the environmentally safe disposal of construction debris, rubbish, and



waste material. Special disposal of toxic materials and/or equipment should be specifically addressed in the Contractor's proposal.

- C. Demolished material with salvage value shall be disposed of as instructed by the Director. Salvaged payments to the Contractor shall be returned to the City by way of a credit PCN

### 3.0 BASIS OF AWARD

- A. If requested on the bid sheets attached hereto, the following sections of the Bid shall be considered as basis for award of the Contract;

- 3.1 Unit Prices
- 3.2 Personnel
- 3.4 Markup
- 3.5 Equipment
- 3.6 References

All Unit Prices (items), Personnel, Markup, and Equipment (Truck Time) for which a bid price has been requested, must be provided for each year bid or your proposal may be rejected.

- B. The City may elect to have work performed utilizing Unit Prices or Time & Material (T&M) as the basis for determining project costs. Work performed using Unit Prices (Section 3.1) represent all costs associated with the work and are inclusive, as stated, will determine final project costs. Work performed on a T&M basis will use the Personnel Rates (Section 3.2), Overtime Rates (Section 3.3) if applicable, Markups (Section 3.4), and Equipment Rates (Section 3.5) to determine final project costs.

- C. It is the intention of these contracts to limit T & M work to those items that are not listed as unit price items. (Section 3.1) so as to use those unit price rates listed to the greatest extent possible. New items, where applicable, should be priced per unit in the proposal as specifically requested on a project by project bases.

- E. The City of Pittsburgh and Allegheny County reserve the right to terminate this contract at the end of any calendar year.

### 3.1 UNIT PRICES

- A. The estimated annual quantities listed are for the sole purpose of evaluating the low Bidder and shall not be construed as an accurate approximation of quantities to be handled under this contract. The City of Pittsburgh reserves the right to order more or less than the quantities listed at the prices stipulated. Contractor shall bid unit price as per single unit only, (one LF, one SF etc.). Unit Prices bid shall include all labor, materials (e.g. fasteners, hardware, accessories, etc.) equipment, tools, and supplies as required to provide complete installation of the item "in place" including all contractor mark up overhead and profit.
- B. Manufacturer's name and catalogue number are listed to indicate the preferred type, quality, and appearance of the materials desired and are not listed with the intent to limit the materials, furnished to any particular manufacturer. However, on all projects under this contract, any substitution **MUST** meet or exceed the intent of the specifications and **MUST** be submitted to the Director for acceptance. Submission shall include complete catalogue data, engineering data, and samples, as required, and shall be furnished in a timely manner (allow minimum 2 weeks) for review and acceptance prior to purchase and installation. All model numbers specified herein are for bidding purposes only. Bidders, however, **MUST BID THE ITEMS AS SPECIFIED herein.**

### 3.2 PERSONNEL

The approximate annual hours listed are for the purpose of evaluating the low bidder and shall not be construed as an accurate approximation of quantities to be handles under this contract. The City of Pittsburgh reserves the right to order more or less than the quantities listed at the prices stipulated. Contractor shall bid unit price as per single unit (hour) only. The rates bid are to include all

Contractors' overhead and profit. City will use extended prices to determine award.

- A. A rate per hour must be bid for each trade listed. It is not necessary for the Bidder to have all trades on payroll at the time of bid.
- B. Personnel reporting, as directed, to the job site and work being cancelled because of inclement weather, breakdown, or any other just cause, as determined by the City of Pittsburgh, shall receive two hours report time; such personnel working two hours but less than four shall receive four hours compensation; personnel working four hours but less than six shall receive six hours compensation; personnel working six hours but less than eight hours shall be compensated for eight hours. These terms apply only to trades people (not superintendents, project managers, etc.) and only when such cancellation is so directed by the City of Pittsburgh. Work cancellation resulting from negligence on the parts of the Contractor will not receive compensation.
- C. Principals, project managers, estimators, expeditors, clerical and all other office personnel shall be considered Overhead. Time spent in preparation of an estimate for each project shall be considered Overhead. Time spent preparing and securing permits, drawings required thereof, shop drawings, submittals, schedules, reports and invoices shall also be considered Overhead costs.
- D. Superintendent's field time must be verified by Inspector's logbook entries. Only the Superintendent's actual time spent on the job site will be compensated to the nearest ¼ hour. Superintendent's travel time and office time will be considered Overhead costs. A Superintendent shall be defined as an individual overseeing several jobs with several foremen reporting to him.
- E. Hauling or delivery of personnel, materials, supplies, or equipment to/from/within the job site(s) is not to be considered as billable hours. Travel time for personnel to/from/within the job site(s) is also not to be considered as billable hours. These costs incurred by the Contractor are to be included in Materials at Net Cost Plus (Section 3.4), Unit Prices (Section 3.1) and Personnel (Section 3.2). Time charged for picking-up unexpected material needs, etc., will be compensated at the lowest trade rate bid and only with prior approval of the Director's representative.
- F. Inability to provide references (as required) or determination by the City of Pittsburgh that references are invalid or irrelevant shall remove a bidder from consideration for award of this contract.
- G. Inability of tradesperson to provide satisfactory verification (i.e., employment history) of their experience and abilities shall be grounds for that tradespersons removal from participation in the work on City projects. Should the Contractor fail to remove said individual from City projects when so requested by the Director, the city reserves the right to immediately terminate this contract.
- H. The City of Pittsburgh reserves the right to inspect the facilities and available equipment to perform work under this contract of all bidders to determine the bidders' abilities to perform the services required. If, in the opinion of the user Department that may recommend award, the lowest responsible bidder does not have adequate facilities and/or proper equipment to service this contract, bidder may be subject to rejection.

### 3.3 OVERTIME

- A. Overtime, if applicable, may be charged as a multiple of the appropriate hourly rate as follows:

Monday thru Friday Overtime: 1.5 x Regular Hourly Rate  
(in excess of 8 hrs./day or shift differential)

Weekend/Holiday Overtime: 2.0 x Regular Hourly Rate  
(in excess of 40 hrs. per week.)

B. To be considered for payment, overtime must be requested and approved in writing prior to the performance of said work.

C. Multiples stated above shall be applicable to rates for the duration of the contract.

### 3.4 MARKUP – FOR ALL YEARS BID

A. Markups indicated shall apply to all material purchases (does not apply to Section 3.1 – Unit Prices) and subcontractor usage. Rates shown will be firm for the duration of the contract.

B. Successful manner as to maximize the economy of such purchases. The City may, at its discretion, supply some or all materials required by the Contractor. Quantity estimates for said material will be the responsibility of the Contractor.

C. Use of subcontractors must be identified on each project estimate and approved by the Director. Such usage shall be permitted only where the subcontracted work is minor, a specialty trade, incidental to the total project, and/or more cost/time effective than other means available. Subcontractor's labor rates including overhead and profit for common labor classifications that are the same as those listed in Section 3.2 – Personnel Rates, may not exceed the hourly labor rates 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 have been previously approved by the Director via the Letter of Acceptance (LOA). Payroll verification for unlisted common and specialty labor must be submitted with invoice. Unapproved or unverified common or specialty labor payroll billings will be paid at the lowest contractor's labor rates as listed in Section 3.2 – Personnel. Subcontractors invoice must be broken down by personnel (rate and hours worked), materials and equipment similar to the Contractor's breakdown. Failure to do so may delay payment.

C. Use of rental facilities, as applicable, must be identified on each project estimate and approved by the Director. Costs incurred by Contractor for temporary facility rental (ex: bulk storage, oversize storage, etc.) including associated utility costs (if assessed), etc. shall be reimbursed on a straight cost plus basis.

### 3.5 EQUIPMENT

A. Cost of equipment rental (rate per hour) shall be based on direct cost as per rental company invoice or if Contractor's own equipment (rate per hour) shall be based on RENTAL RATES & SPECIFICATIONS (Latest Edition), Associated Equipment Distributors, 615 W. 22<sup>nd</sup> Street, Oakbrook, IL 60521 or other approved publication. Equipment rental rates shall be paid straight time plus applicable State taxes in all cases.

B. Contractor will not be reimbursed for the use of equipment which is normal, necessary, and basic to the performance of any trade covered herein.

C. The "Truck" rate (including driver) is intended to be used only when pre-approved for the hauling away from the site of construction debris, including demolished materials, discarded equipment, materials and scraps, and construction generated trash and waste. The Contractor must specifically request truck time (as each project warrants) in the project proposal for approval by the Director. Approval will be so stated in the Letter of Acceptance (LOA).

D. Truck time shall be bid based upon use of a minimum 6 cu. yard dump truck. Truck time shall not include idle time spent parked waiting to be loaded or unloaded. Truck (including driver) time when specifically pre-approved by the Director may be billed at the following rate per hour:

(Multiply truck time hourly rate by approximate annual quantity of 10 hours to determine estimate used as basis of award.

E. Non-motorized vehicles including wheelbarrows, carts, etc. and hand tools including electric motor operated hand tools, portable pipe threaders, torches for welding, cutting and soldering together with associated gas and oxygen tanks shall be considered as part of Overhead cost and will not be compensated separately.

- F. Trucks and trailers used for hauling, transporting or delivery of personnel, equipment and/or supplies shall be considered as part of Overhead and will not be compensated for separately without written pre-authorization from the Director as so stated in the LOA.
- G. All truck and passenger car time, other than that specifically pre-authorized and shown on the project estimate for removal of debris, shall be considered an Overhead cost and as such, is not billable.

### 3.6 BID SUMMARY

A. UNIT PRICES AND RATES BID IN THIS CONTRACT SHALL BE EXTENDED BY MULTIPLYING EACH BY THE APPROPRIATE UNIT OF MEASURE LISTED. SAID EXTENSIONS SHALL THEN BE TOTALLED PER YEAR, AND ENTERED INTO THE BID SUMMARY.

IN THE EVENT OF MATHEMATICAL ERRORS ON EXTENSIONS OR PRICES, UNIT PRICES SHALL PREVAIL.

### PERFORMANCE OF SERVICE

It is the intent of this contract to provide the service as described herein when needed by the departments. All services must be performed/completed within the time frame below. Penalties will apply for late performance of services.

Maximum days lead-time (days from placement of order by the City to service by the vendor) is  
\* days.

Service date/time will be set by the City at the time of order using above lead-time as a basis. Service must be performed no more than \* hours prior to requested date and no later than  
\* days following requested date.

Penalty for late performance of service is  
\*LIQUIDATED DAMAGES AS SPECIFIED HEREIN.

Repeated incidents of late service performances and/or unnecessary delays will be construed as non-compliance with the terms and conditions of this contract and the vendor will be in default of contract. Default of contract will result in penalties of damages incurred.

Waiver of late performance of service penalty may be authorized by the Director of the Department of Finance upon receipt of written documentation and explanation of extenuating circumstance effecting service schedule. Waiver of late delivery of service penalty is at the sole discretion of the Director of Department of Finance

The maximum days for placement of order by the City to **PERFORMANCE OF SERVICE** by the vendor is \* days. **SEE SPECIFICATION 1.3 IN THE GENERAL CONDITIONS FOR MAINTENANCE AND REPAIR**

Penalty for late **PERFORMANCE** is 10 per cent (10%) of dollar value of invoice for services not performed within the time specified.

The above prices are submitted in accordance with Advertisement, Instruction and Proposal, which are a part hereof.

### GENERAL INSTRUCTIONS TO SUPPLIERS

#### Purpose of Invitation for Bid

Separate and sealed Bids will be received at the Office of the Controller of Allegheny County, Room 104 Courthouse, Pittsburgh, PA until **11:00 A.M.**, prevailing time, **Wednesday, November 3, 2010**, and will be publicly opened at

11:30 A.M., prevailing time, **Wednesday, November 3, 2010** in the presence of the Chief Purchasing Officer of the Division of Purchasing and Supplies, or his designee, in Room 410 Courthouse, Pittsburgh, PA for ASBESTOS AND HAZARDOUS MATERIAL REMOVAL.

### **Addenda and Modifications**

Any changes, additions, deletions, or clarifications to the IFB are made by Bulletins (addenda). Any supplier in doubt as to the true meaning of any part of the IFB may request any interpretation thereof from the Issuing Office. At the request of the supplier, or in the event the Issuing Office deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Issuing Office. Such addendum issued by the Issuing Office will be sent to all suppliers receiving the original IFB and will become part of the IFB having the same binding effect as provisions of the original IFB. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the Issuing Office no later than seven (7) days prior to the IFB due date.

All addenda, bulletins, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the County. Only information supplied by the Issuing Office in writing or in this IFB should be used in preparing bids. All contact that a supplier may have had before or after receipt of this IFB with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communications facility regarding this IFB should be disregarded in preparing responses. The County does not assume responsibility for the receipt of any addendum sent to suppliers. A copy of all addenda issued must be signed and returned with your bid.

### **Clarification of Requirements**

It is the intent and purpose of the County that this IFB permit competitive bids. It shall be the supplier's responsibility to advise the Issuing Office if any language, requirements, or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notifications must be submitted in writing and must be received by the Issuing Office no later than seven (7) days prior to the due date. A review of such notification will be made.

### **Conflict of Interest**

The supplier shall not accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

By signing their bid, the supplier certifies and represents to the County that the supplier has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantaged, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this IFB.

### **Bid Submission**

Bidders are requested to submit **one original and one photocopy** of their bid (they shall both be in the same sealed envelope). **Bidders must include their company name and address, IFB for ASBESTOS AND HAZARDOUS MATERIAL REMOVAL, Spec No. 6502 and opening date, on the outside of the envelope.** Bids are due at the County Controller's Office, Allegheny County Courthouse, 436 Grant Street, Room 104, Pittsburgh, PA 15219. Bids shall be accepted in person, by U.S. Mail or by private courier service. No bids shall be accepted via oral or e/mail communication, telephone or fax transmission.

**PERIOD OF CONTRACT:** January 1, 2011 through December 31, 2011 with the option to renew at second year costs through December 31, 2012.

### **OPTION TO EXTEND**

The Division of Purchasing and Supplies, reserves the right, upon notice to the supplier, to extend the Contract or any part of the Contract for up to three (3) months, upon the same terms and conditions after the indicated expiration date as described in the Contract. This will be utilized to prevent a lapse in Contract coverage for the goods or services indicated on the Contract, and only for the time necessary to enter into a new Contract. When applicable, an extension notice will be issued defining the exact extension of the Contract; all other terms and conditions of the extended Contract will remain in full force and effect.

### **CITY OF PITTSBURGH & COUNTY AUTHORITY USAGE**

Notwithstanding that, bids have been solicited and let in the name of the County of Allegheny; any of its authorities as well as the City of Pittsburgh may purchase any item of personalty under a County contract to be awarded to the bidder. The bidder agrees to deliver any materials ordered by its authorities as well as the City of Pittsburgh. The County, however, shall not be liable to the bidder by reason of such purchases since the permission granted to buy under existing contracts by the County is for convenience of the other public bodies who shall be deemed to have made contracts in their own names, using the contract procedures of the County solely to satisfy existing requirements of law relating to purchases by public bodies.

### **INSURANCE**

The supplier shall obtain and maintain during the life of the Contract, with an insurance supplier rated not less than A- by A.M. Best, authorized to do business in the Commonwealth of Pennsylvania, the following insurance requirements:

**Automobile Liability.** Bodily injury and property damage liability covering all non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage. Bodily injury and property damage liability covering all owned automobiles for limits of not less than \$300,000 bodily injury each person, each accident and \$300,000 property damage, or \$300,000 combined single limit – bodily injury and property damage.

**Commercial General Liability.** Bodily injury and property damage liability as shall protect the Supplier and any subcontractor performing work under the Contract, from claims of bodily injury or property damage which arise from operation of the Contract, whether such operations are performed by the supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, assumed under the indemnity provision of the Contract.

**Professional Liability.** Coverage as shall protect the Supplier and any subcontractor performing work under the Contract, from claims errors and omissions which arise from operation of the Contract, whether such operations are performed by the Supplier, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 each occurrence/aggregate and \$1,000,000 excess liability, each occurrence/aggregate.

**Worker's Compensation and Employers Liability.** The supplier shall meet the statutory requirements of the Commonwealth of Pennsylvania, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit

**Proof of Insurance.** The supplier shall not commence any work in connection with the Contract until it has obtained all of the foregoing types of insurance and proof of such insurance has been approved by County. The supplier shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

**Deductibles.** The County shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the supplier and/or subcontractor providing such insurance.

**Additional Insured.** Allegheny County and the City of Pittsburgh shall be named as an additional insured for operations or services rendered under the general liability coverage. The supplier's insurance shall be primary of any self-funding and/or insurance otherwise carried by the County and City for all loss or damages arising from the supplier operations under this agreement. Certificates of such insurance will be furnished to the County and City and shall contain the provision that the County and City be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring supplier.

**Documents.** Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the County Department of Insurance shall be furnished. If any part of the work under the Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Contract, provided that types and amounts of insurance to be maintained by each subcontractor shall be adjusted to an amount reasonably necessary to cover the risks associated with such subcontractor's role in the project. The parties stipulate that the supplier will maintain each type of insurance set forth above at a coverage level equal to at least half of the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the supplier from meeting all insurance requirements or otherwise being responsible for the subcontractor.

No program of self-insurance shall apply to any of the foregoing coverages without prior approval of the County.

The successful bidder shall be responsible to require his sub-contractors to comply with all of the insurance requirements of this agreement.

The Chief Purchasing Officer may waive or modify any of the insurance requirements at his discretion.

#### **MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISES**

- a. Allegheny County and The City of Pittsburgh have established MWDBE goals in connection with this solicitation. The goals for Allegheny County are 13% of the original contract amount for the utilization of MBEs and 2% of the original contract amount for the utilization of WBEs. The goals for the City of Pittsburgh are 18% of the original contract amount for the utilization of MBEs and 7% of the original contract amount for the utilization of WBEs.

The City of Pittsburgh and The County of Allegheny will work together to achieve the highest possible level of MWDBE participation in all contracts resulting from this solicitation.

- b. Once a bidder is determined to be the "apparent low bidder", it must supply an M/W/DBE plan within seven days after notification. If the plan is not acceptable or not submitted, the County will deem the bid non-responsive. The County will then request that the next apparent low bidder supply its M/W/DBE plan. Thus, it behooves all bidders to formulate their M/W/DBE plan before submitting a bid. A list of PA certified M/W/DBE firms can be found on the Internet at <http://www.paucp.com>.
- c. The above stated goals shall remain in effect throughout the life of the contract. When the County awards the contract with less participation than the contract goals, good faith efforts should continue throughout the life of the contract to increase the M/W/DBE participation to meet the contract goals. A copy of above program is attached and will be considered part of the contract documents.

**Bidder shall submit one (1) original and one (1) identical photocopy of this bid.**

The County will purchase Asbestos and Hazardous Material Removal as needed during the contract period.

The County reserves the right to reject any and all bids, also the right to waive any minor discrepancies in the bids when

deemed to be in the best interest of the County.

The County retains the right to terminate this contract upon thirty (30) days written notice.

**"The successful bidder is required to comply with the Worker and Community Right to Know Act, 35 P.S. S7301 et seq. In addition to any requirements of the Act, the successful bidder shall supply the Purchasing Division with a copy of the Material Safety Data Sheet for each hazardous substance or hazardous mixture supplied."**



## **MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION AFFIRMATIVE ACTION REQUIREMENTS**

### **1) MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) Goals**

The County has established in connection with this contract, the specified goals in the Bid Form for the utilization of MBEs and WBEs. These goals remain in effect throughout the life of the contract.

### **2) Policy**

It is the policy of the County that Minority and Women Business Enterprises as defined in this Document and Allegheny County MBE Participation Plan shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with County funds under this contract.

### **3) MBE and WBE Obligation**

Take necessary and reasonable steps to ensure that MBEs and WBEs have the maximum opportunity to compete for and perform contracts. Do not discriminate on the basis of race, color, national origin, or sex in the award and performance of County contracts.

### **4) Failure to Comply With MBE and WBE Requirements**

Failure to carry out these requirements constitutes a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate. Failure to comply with MBE and WBE requirements will include but not be limited to failure to submit the Schedule of MBE and WBE Participation within the time requirements of these provisions for submission of required documents or failure to exert a reasonable good faith effort (as determined by the County for good faith efforts) to meet the established goals or failure to realize the MBE and WBE participation set forth in the approved Schedule of MBE and WBE Participation or failure to submit the Schedule of MBE and WBE in every subcontract, so that such provisions will be binding upon each subcontractor, supplier, or service agency.

### **5) Subcontracts**

Include the provisions of above paragraphs in every subcontract, so that such provisions will be binding upon each subcontractor, supplier, or service agency.

### **6) Definitions**

As used in this Document, the terms "Minority Business Enterprise," "Women Business Enterprise," "Minority," and "Owned and Controlled" are defined below:

- i) **"Minority Business Enterprise" or "MBE"** means a small business concern as defined in Small Business Act, 15 USC as amended:
  - (a) Which is at least 51 percent owned by the one or more minority individuals, or, in the case of any corporation at least 51 percent of the stock of which is owned by one or more minority individuals and:
  - (b) Whose management and daily business operations are controlled by one or more of the minority individuals who own it.
- ii) **"Women Business Enterprise" or "WBE"** means a small business concern as defined in Small Business Act, 15 USC as amended:
  - (a) Which is at least 51 percent owned by the one or more female individuals, or, in case of any corporation at least 51 percent of the stock of which is owned by one or more female individuals; and
  - (b) Whose management and daily business operations are controlled by one or more of the female individuals who own it.
- iii) **Minority** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other disadvantaged or individuals found to be disadvantaged by Small

Business Administration pursuant to Section 8(a) of the Small Business Act as amended. For convenience, these individuals and groups are referred to as “disadvantaged.” The County may make a rebuttable presumption that individuals in the following groups are minorities and socially and economically disadvantaged (use the certification appeals mechanism of 49 CFR, Part 26 as amended with respect to individuals alleged not to be minorities and socially and economically disadvantaged):

- (a) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
- (b) “Hispanic Americans,” includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- (c) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (d) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas.
- (e) “Asian-Indian Americans,” which includes persons whose origins are from India, Pakistan and Bangladesh.

iv) **"Owned and Controlled"** means a business:

- (a) Which is at least 51 percent owned by one or more minority or female persons, in case of a corporation, at least 51 percent of the stock of which is owned by one or more minority or female persons; and
- (b) Whose management and daily business operation are controlled by one of more such individuals.

## **7) Counting MBE and WBE Participation Towards MBE and WBE Goals**

The utilization of MBEs and WBEs is in addition to other equal opportunity requirements of the contract. Count MBE and WBE participation toward meeting MBE and WBE goals as follows:

- (a) If a firm is determined to be an eligible MBE or WBE, the total dollar value of the contract awarded to the MBE or WBE counts toward the applicable MBE or WBE goal EXCEPT per provisions of this paragraph.
- (b) Count toward the MBE and/or WBE goal(s) a portion of the total dollar value of a contract with a joint venture equal to the percentage of ownership and control of the MBE and/or WBE participant(s) in the joint venture.
- (c) Count the total dollar value of a contract with a business certified as both an MBE and WBE toward the WBE or the MBE goal but not to both. If a firm with such dual certification is employed choose the goal to which the total contract value is to be applied.
- (d) Count toward the MBE or WBE goal only expenditures to MBEs or WBEs that perform a commercially useful function in the work of a contract. As MBE or WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, the County will evaluate the amount of work subcontracted, industry practices, and other relevant factors.

- (e) **Suppliers** count toward the MBE or WBE goal 60 percent of expenditures for materials and supplies required under the contract and obtained from an MBE or WBE regular dealer and count toward the MBE or WBE goal 100 percent of expenditures to an MBE or WBE manufacturer.
  - (i) An MBE or WBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies you purchase for the work.
  - (ii) An MBE or WBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.
  - (iii) An MBE or WBE regular dealer is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. An MBE, WBE or DBE regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
  - (iv) MBE or WBE brokers and MBE or WBE packagers are not regarded as MBE or WBE manufacturers or MBE or WBE regular dealers within the meaning of these provisions.
- (f) Count toward the MBE or WBE goal the following expenditures to MBE or WBE firms that are not MBE or WBE manufacturers or MBE or WBE regular dealers:
  - (i) The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities
  - (ii) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the MBE or WBE hauler, MBE or WBE trucker, or MBE or WBE delivery service is not also the MBE or WBE manufacturer of or an MBE or WBE regular dealer in the materials and supplies, provided that the fee is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (iii) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (2) Any services to be performed by an MBE or WBE agency is required to be readily identifiable to the Contract.

**8) Action Required by Contractor(s) at Bidding Stage and Prior to Award**

If apparent low bidder MEETING or EXCEEDING the MBE and WBE goals, provide the following to the Chief Purchasing Officer by 4:00 P.M. of the seventh (7<sup>th</sup>) calendar day after notification:

- i) **Schedule of MBE and WBE Participation.** The designated area must be completed and signed by MBE/WBE firms(s) identified by the apparent low bidder/contractor as a participant(s) in the Contract prior to submission. The County reserves the right to contact any MBE/WBE firm(s) with regard to the authenticity of the documentation as stated on the schedule of MBE/WBE Participation form. Any evidence of fraudulent information submitted by the apparent low bidder/contractor with regard to the MBE/WBE participation is subject to disbarment from County work and/or possible legal action.
- ii) **MBE and WBE Certification Application** for each uncertified MBE and WBE firm send original to County MBE and WBE Administrator, 204 County Office Building, Pittsburgh, PA 15219; send a copy to the Chief Purchasing Officer.

iii) **Information for Determining Joint Venture Eligibility** (PDT Form E0-352) for each joint venture with an MBE or WBE send original to County MBE and WBE Administrator; send a copy to the Chief Purchasing Officer.

- b) If apparent low bidder NOT MEETING the goals established by the County submit the MBE and WBE Goals Attainment Certification with you Bid Form and demonstrate good faith efforts to meet the MBE and WBE contract goals. Demonstrate that the efforts made were those that a contractor actively and aggressively seeking to meet the goals established by the County would make, given all relevant circumstances.
- i) You are expected to demonstrate good faith efforts by actively and aggressively seeking out MBE and WBE participation in the Contract to the maximum extent given all relevant circumstances. The following documentation represents the kinds of efforts that may be taken but is not deemed to be exclusive or exhaustive and the County will consider other related factors and types of efforts that may be relevant. Demonstrate then your good faith efforts and your diligent efforts to meet the specified MBE and WBE goals and make a concerted effort in that time between bid opening and your submittal (below) to meet MBE and WBE goals. Finally, provide to the Chief Purchasing Officer on his request the information specified above as well as other relevant information including but not limited to the following by the time specified:
- (a) Documentation of efforts made to select portions of the work proposed to be performed by MBEs and WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate MBE and WBE participation. Selection of portions of work shall equal or exceed the goals for MBE and WBE utilization specified in the contract.
  - (b) Written notification dated at least fifteen (15) calendar days prior to the opening of bids to individual MBEs and WBEs soliciting their participation in the contract as a subcontractor, regular dealer, manufacturer, consultant or service agency. Indicate in the notification the specific items or type of work involved.
  - (c) Written notification to minority, women and disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of MBEs and WBEs, of the type of work, supplies or services being considered by MBEs and WBEs on this contract. See Allegheny County's MBE/WBE Business Directory for partial listing.
  - (d) Documentation of efforts made to negotiate with MBEs and WBEs for specific items of work:
    - (i) The names, addresses, telephone numbers of MBEs and WBEs who were contacted in person or by phone, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the MBEs and WBEs to determine with certainty whether the MBEs and WBEs were interested;
    - (ii) A description of the information provided to MBEs and WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;
    - (iii) A statement of why additional agreements with MBEs and WBEs were not reached;
    - (iv) Documentation of contact with each MBE and WBE contacted but rejected and the reasons for the rejection.
  - (e) Documentation to certify absence of any agreement between you and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders.
  - (f) Documentation of efforts made to assist the MBEs or WBEs that need assistance in obtaining required bonding, insurance, or lines of credit required by you.

- (g) Documentation to certify that qualified MBEs and WBEs are not available, or not interested.
  - (h) Documentation to certify attendance at any meetings scheduled by the County or others to encourage better Contractor-MBE/WBE relationships, forthcoming MBE and WBE utilization opportunities, etc.
  - (i) Documentation to certify advertisement in general circulation media, trade association publications, disadvantaged-focus media of interest for MBEs and WBEs and area of interest.
  - (j) Documentation of efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractors' groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of MBEs and WBEs.
- (2) Consider the following NOT valid justification for failure to meet the MBE and WBE contract goals:
- (a) Failure to contract with a MBE or WBE solely because the MBE or WBE was unable to provide performance and/or payment bonds.
  - (b) Rejection of reasonable MBE or WBE bid or quotation based on price alone.
  - (c) Equipment idled by contract with a MBE or WBE.
  - (d) Failure to contract with an MBE or WBE because the MBE or WBE will not agree to perform items of work at the unit price bid.
  - (e) Rejection of an MBE or WBE because of its union or non-union status.
  - (f) Failure to contract with an MBE or WBE because you normally would perform all or most of the work in the contract.
  - (g) Restricting efforts to mailing of letters.
- (3) When the documentation required above is not provided by the apparent low bidder on request within the time specified, the bid will be rejected and the next apparent lowest responsible bidder will be notified by the Chief Purchasing Officer to provide the form, Schedule of MBE and WBE Certification, and as applicable an MBE and WBE Certification Application and Information for Determination of Joint Venture Eligibility by 4:00 P.M. of the seventh (7<sup>th</sup>) calendar day after notification.

**9) Action to be Taken by the County Before Award.**

If the apparent low bidder meets the MBE and WBE contract goals and other contract requirements, the County will award to that bidder. If any MBE or WBE listed is not certified by the County at the time the County desires to award a contract, the County may issue a conditional award to the apparent low bidder.

- i) To ensure that its MBE and WBE program benefits only firms owned and controlled by MBEs and WBEs, the County has established that eligibility of business enterprises as MBEs and WBEs or as joint ventures involving MBEs and WBEs will be based on the County's MBE and WBE listing.
- ii) By identifying an entity as an MBE or WBE you represent to the County that, to the best of your knowledge, information, and belief, that entity so identified is certified as a MBE or WBE on the County's MBE and WBE listing or is eligible for certification as such prior to award or prior to MBEs or WBEs commencement of work in the case of a conditional award.
- iii) The County will confirm your certification of MBEs and WBEs and reserves the right to make such inquiry and require such substantiation as the County, in its discretion, deems appropriate to enable it to determine whether a given entity is an MBE or WBE or is eligible for certification as such. The burden of proving that an

entity identified by you as an MBE or WBE is not in fact certified as an MBE or WBE and that MBE or WBE is not eligible to be so certified prior to award or prior to that MBE's or WBE's commencement of work in the case of a conditional award, and if it appears that your error was made in good faith, then the County may permit you to, within ten (10) calendar days of notice of such error, identify new subcontractors, suppliers, or manufacturers which are in fact certified as MBEs or WBEs or which qualify for certification prior to award or prior to the MBE's or WBE's commencement of work in case of a conditional award.

- iv) If the apparent low bidder meets other contract requirements but fails to meet the MBE and WBE contract goals, the County will review the apparent low bidder's MBE and WBE data and its documentation of good faith efforts and diligent efforts to meet the MBE and WBE contract goals. If its efforts are deemed satisfactory, the Chief Purchasing Officer will recommend award.
- v) If the County cannot accept the apparent low bidder's documentation of good faith efforts and diligent effort, the bid will be considered non-responsive and the County will notify the apparent low bidder that its bid is being rejected. The County will then notify the next apparent lowest responsible bidder on the Contract to provide to the Chief Purchasing Officer the information outlined in Paragraph 3.10.8.8.1 above by 4:00 P.M. of the seventh (7<sup>th</sup>) calendar day after notification. Proposal and appropriate MBE and WBE data will be evaluated by the County. If the County, during the review of the bidder's MBE and WBE data and diligent efforts documentation, has questions, it will contact the bidder for clarification.

#### **10) Action to be Taken by the County After Award**

To ensure that your obligations regarding MBEs and WBEs are met, the County will review your MBE and WBE program and its implementation during the life of the contract.

- i) **Sanctions:** Upon completion of the work the County will review the actual MBE and WBE participation realized and make a determination regarding your compliance with these specifications:
- ii) In the event you are found to be in non-compliance the County may impose sanctions that it deems appropriate.
- iii) The County may impose sanctions for unwarranted shortfalls in the approved goal.
- iv) Make appeals of sanctions imposed pursuant to the Certification Regulations.

#### **11) Action Required by Contractor After Award.**

When the County approves a Schedule of MBE and WBE Participation with less MBE and WBE participation than the goals, continue efforts to increase MBE and WBE participation and to meet the goals after award.

- i) Ensure that the firms listed on the form, Schedule of MBE and WBE Participation, do not commence work until they are certified.
- ii) If, for any reason during the life of the contract, it is necessary to replace a MBE or WBE that is unable to perform successfully, make a good faith effort and diligent effort to recontract that work with another MBE or WBE or subcontract other work items to MBE or WBE firms to makeup the MBE or WBE shortfall. If the projected MBE or WBE participation on an approved Schedule of MBE and WBE Participation exceeds the goal amount for the contract, without counting the amount committed to the defaulting MBE or WBE then no contract shortfall exists and you need not replace the defaulting MBE or WBE. In compliance with the above adhere to the following procedure:
- iii) Notify the County immediately in writing of the MBE's or WBE's inability to perform and intent to obtain a substitute MBE or WBE if an MBE or WBE contract shortfall exists.
- iv) When you learn an MBE or WBE is unable to perform successfully and the original schedule of MBE and WBE Participation amount cannot be met provide the County with a revised Schedule of MBE and WBE Participation (show total paid/due, if any, to defaulting MBE or WBE), completed certification form for each

uncertified MBE or WBE, and additional good faith efforts and diligent efforts documentation by 4:00 P.M. of the seventh (7<sup>th</sup>) calendar day thereafter. The County will evaluate this documentation. The County will contact you if it has questions during its review of your good faith efforts and diligent efforts documentation.

- v) During the seven (7) calendar day period specified in subsection 3.c, plus an additional period for County processing of the revised schedule of MBE and WBE Participation you may continue the defaulted work with your own forces to maintain the scheduled progress of the work.
- vi) If the County cannot accept your good faith efforts, or, if you fail to comply with these provisions, that will constitute a breach of contract that may result in termination of the contract, being barred from bidding on County contracts for up to three (3) years or such other remedy as the County deems appropriate.
- vii) When additional and/or extra work is necessary and the original contract amount exceeds \$150,000 the MBE and WBE contract goals apply to that additional and/or extra work each time the cumulative net dollar value of additional and/or extra work either exceeds \$100,000 or is greater than 10 percent of the original contract amount. Provide a revised Schedule of MBE and WBE Participation to the Chief Purchasing Officer and comply with the following procedures:
  - viii) Contact available MBE and WBE referral sources and qualified MBEs and WBEs in an effort to contract the required percentage of the additional and/or extra work or subcontract other work items with MBEs and WBEs.
  - ix) Provide the Chief Purchasing Officer with a revised Schedule of MBE and WBE Participation and good faith effort information by 4:00 P.M. of the seventh (7<sup>th</sup>) calendar day after notification that the additional and/or extra work is approved.
  - x) The County will evaluate your good faith efforts information. Again the County will contact you if it has questions during review of your good faith effort information.
  - xi) Bring to the attention of the County, in writing, any situation in which regularly scheduled progress payments are not made to MBE and WBE sub-contractors, suppliers, or service agencies.

## **12) Records and Reports**

Keep such records as are necessary to determine compliance with your MBE and WBE obligations. Design these records to indicate:

- (1) The number of minority, women, disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultants, and service agencies and the type of work or materials or services performed on or incorporated in Contract.
  - (2) The progress and efforts made in seeking out minority, women, and disadvantaged contractor organizations and individual minority, women, and disadvantaged contractors for work on The Contract to increase the MBE and WBE participation and/or to maintain MBE and WBE participation levels on the Schedule of MBE and WBE Participation anytime a subcontractor, supplier, or service contract is contemplated during the life of the contract. Do this, as a minimum, anytime a contract with a subcontractor, regular dealer, manufacturer, consultant, or service agency is contemplated during the life of this contract.
  - (3) Documentation of correspondence, contacts, telephone calls, etc., to obtain the services of MBEs and WBEs on The Contract.
- ii) Submit a monthly MBE and WBE Report on County form to Chief Purchasing Officer no later than 5 working days after the end of the month. Indicate on/attach with the MBE and WBE Report:
- (1) Contracts awarded to MBEs and WBEs noting type of work, supplies or services, original and final amount of each contract awarded to each firm, and contract execution dates.

- (2) The actual amount paid each MBE and each WBE during the calendar month and paid to date.
- (3) A copy of the executed subcontract, purchase order, or agreement for the month during which such actions occur.
- (4) (On completion of each MBEs and WBEs work) Paid invoices or certification attesting to actual amount paid each MBE and each WBE and an explanation of difference between actual amount paid and award amount if any.
- iii) Maintain records for a period of three years following acceptance of final payment. Make records available for inspection by the County.

### **13) Specific Equal Employment Opportunity (EEO) Responsibilities**

**General** - To effectively implement specific EEO requirements, the following provisions pursuant to Executive Order 11246 and the General Conditions will apply to the performance of the Contract. Include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

- i) **Equal Employment Opportunity Office** - Designate and make known to County contracting officers, an equal employment opportunity officer (EEO Officer) who shall have the responsibility for and be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so.
- ii) **Dissemination of Policy** - Make members of staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, fully cognizant of, and fully involved in implementation of the equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. At a minimum take the following actions to ensure that the above agreement is met:
  - iii) Conduct periodic meetings of supervisory and personnel office employees before the start of work and not less often than once every six months thereafter to review and explain equal employment opportunity policy and its implementation. Insure that the EEO Officer or other knowledgeable company official conducts the meetings.
  - iv) Ensure that new supervisory or personnel office employees are thoroughly indoctrinated by the EEO Officer or other knowledgeable company official on your equal employment opportunity obligations within thirty (30) days following their reporting for duty.
  - v) Ensure that the EEO Officer or appropriate company official instructs personnel who are engaged in direct recruitment for the Contract in procedures for locating and hiring minority group employees.
  - vi) Take the following actions to insure that your equal employment opportunity policy is passed on to employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc:
    - (1) Place notices and posters setting forth equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees.
    - (2) Bring equal employment opportunity policy and procedures to implement policy to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- vii) **Recruitment** - When advertising for employees, include in advertisements for employees the notation: "An equal Opportunity Employer." Publish such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the Contract work force would normally be derived.
- viii) Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not



limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, identify, through the EEO Officer, sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred for employment consideration.

- ix) Observe the provisions of valid bargaining agreements providing for exclusive hiring of referrals to the extent that the system permits compliance with equal employment opportunity contract provisions (the U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).
- x) Encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to employees. Discuss information and procedures with regard to referring minority group applicants with employees.
- xi) **Personnel Action** - Establish and administer wages, working conditions, and employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, without regard to race, color, religion, sex, or national origin. Adhere to the following procedures:
  - xii) Conduct periodic inspections of Contract sites to ensure that working conditions and employees facilities do not indicate discriminatory treatment of Contract site personnel.
  - xiii) Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - xiv) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, include all affected persons in such corrective action.
- xv) Promptly investigate all complaints of alleged discrimination in connection with obligations under the contract; attempt to resolve such complaints, and take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, take corrective action to include such other persons. Upon completion of each investigation, inform every complainant of his avenues of appeal.
- xvi) **Training and Promotion** - Assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- xvii) Consistent with work force requirements and as permissible under Federal and State regulations, make full use of training program, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a Provision for trainees is provided in the Supplementary Conditions, this subparagraph will be superseded.
- xviii) Advise employee and applicants for employment of available training programs and entrance requirements for each.
- xix) Periodically review the training and promotion potential of minority group and women employees and encourage eligible employees to apply for such training and promotion.
- xx) **Unions**. If reliant in whole or in part upon unions as a source of employees, use best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Take actions either directly or through a Contractor's association acting as agent to include:

- xxi) Use of best efforts to develop, in cooperation with unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- xxii) Use of best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- xxiii) Obtaining information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information, so certify to the County and set forth what efforts have been made to obtain such information.
- xxiv) In the event the union is unable to provide a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, fill, through independent recruitment efforts, the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.)
- xxv) In the event that union referral practices prevent your meeting the requirements of these Supplementary Conditions, immediately notify the County.
- xxvi) **Subcontracting.** Use best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Obtain lists of approved MBE & WBE firms from the County.
- xxvii) Use best efforts to ensure subcontractor compliance with these equal employment opportunity obligations.
- xxviii) **Records and Reports.** Keep records as are necessary to determine compliance with the equal employment opportunity obligations. Design the records to indicate:
  - xxix) The number of minority and non-minority group members and women employed in each work classification on the Contract.
  - xxx) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applies only to contractors who rely in whole or in part on unions as a source of their work force).
  - xxxi) The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees, and
  - xxxii) The progress and efforts being made in securing the services of minority group subcontractor or subcontractors with meaningful minority and female representation among their employees.
  - xxxiii) Retain records for a period of three years following completion of the contract work and make records available at reasonable times and places for inspection by authorized representatives of the County.
  - xxxiv) Submit a report each month after the contract begins for the duration of the Contract, indicating the work hours, number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work. Report this information on County Form MBE/WBE Status Report, in accordance with the instructions included thereon.
- xxxv) **E.E.O. Covered Area.** For the purpose set forth in these Supplementary Conditions and Executive Order 11246 the covered area for this Contract is as follows:

xxxvi) For Contractors who are signatory to the Hometown Plan the covered area is Allegheny County, which is within the Economic Area of Pittsburgh, PA., as listed in Appendix C of Executive Order 11246, which is attached to these Specifications.

xxxvii) For Contractors who are NOT signatory to the Hometown Plan the covered area is Allegheny County which is within the Economic Area of Pittsburgh, PA and shall be included under the Pittsburgh, PA 6.3 percent goal in Appendix B of Executive Order 11246.

# **ALLEGHENY COUNTY**

## **M/W/DBE PARTICIPATION STATEMENT**

**A GOOD FAITH EFFORT MUST BE MADE TO MEET THE M/W/DBE CONTRACT GOALS OF 13%MBE AND 2%WBE PARTICIPATION  
AS OUTLINED IN THE 'MINORITY AND WOMEN BUSINESS ENTERPRISE  
UTILIZATION AFFIRMATIVE ACTION" DOCUMENT**

**THIS PACKET INCLUDES THE FOLLOWING:**

- 1. ROAD MAP TO MAKING A GOOD FAITH EFFORT**
- 2. SOLICITATION AND COMMITMENT FORM**

**FAILURE TO COMPLETE AND SUBMIT EACH SHEET OF THE ENCLOSED SOLICITATION & COMMITMENT FORM  
MAY BE SUFFICIENT CAUSE FOR BID REJECTION**

You may contact the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprise (M/W/DBE)  
at  
(412) 350-4309 with any questions regarding the completion of the required forms.

## **Road Map to Making a Good Faith Effort**

Allegheny County expects all firms to demonstrate a good faith effort to include Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) when bidding on County contracts. Allegheny County has established specific goals for the utilization of MBEs and WBEs, which are 13% and 2% respectively. A good faith effort as defined by the Code of Federal Regulations (49CFR26) means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirements. The following are examples of areas in which a good faith effort may be demonstrated:

Example 1: If bidding as a manufacturer, are there aspects of the manufacturing process or material use in the manufacturing of the commodity that can be acquired from a certified M/W/DBE? If the answer is yes, indicate on the solicitation and commitment form those M/W/DBE firms you have solicited in an effort to meet the contract goals for participation.

Example 2: If bidding as a service provider or supplier/broker, are there aspects of the contract that can be performed by a certified M/W/DBE in areas of personnel, transportation, assembly or procurement of products, distribution or other aspects of the contract which can be subcontracted out? If the answer is yes, indicate on the solicitation and commitment form those M/W/DBE firms you have solicited in an effort to meet the contract goals for participation.

If you are not successful in securing M/W/DBE participation after a “Good Faith Effort” is made, provide the following in your waiver request:

A detailed account of your efforts;

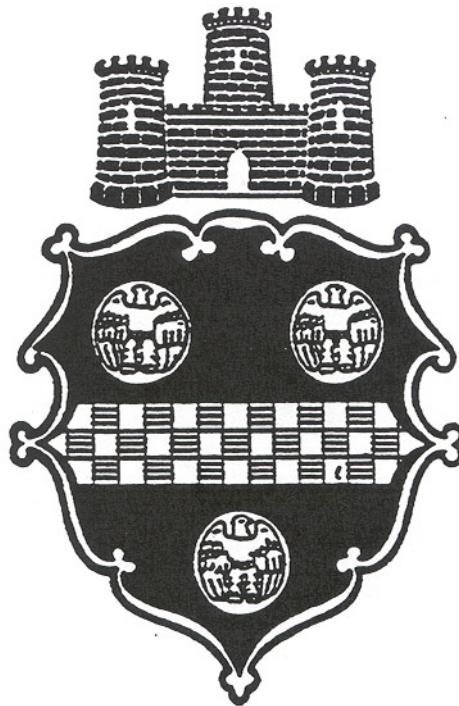
Your normal business practice and /or inventory profile; and

An active diversity plan/policy

\*\*\*\*Certified M/W/DBEs can be found through the Pennsylvania Unified Certification Program website ([www.paucp.com](http://www.paucp.com)) and the Pennsylvania Department of General Services website ([www.dgs.state.pa.us](http://www.dgs.state.pa.us))\*\*\*\*

CITY OF PITTSBURGH  
PENNSYLVANIA

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BID AND GENERAL CONTRACT CONDITIONS  
(1984)

**(REVISED JUNE, 2002)**

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# **BID AND GENERAL CONTRACT CONDITIONS**

## **TITLE I**

### **INTRODUCTORY PROVISIONS**

1.01 **DEFINITIONS.** As used in these contract documents, the following words and phrases shall have the following meanings:

- (a) ADMINISTRATOR shall mean the Office of the City's Minority Women's Business Enterprise.
- (b) CONTRACTOR shall mean the party entering into this agreement to perform the Work.
- (c) CONTRACT TIME shall mean twenty (20) days from the date of countersignature by the City Controller until final acceptance of the Work.
- (d) DATE OF ACCEPTANCE OF WORK shall be the date upon which the final estimate for the work is approved by DIRECTOR.
- (e) DIRECTOR shall be the Director of the Department of Engineering and Construction.
- (f) LUMP SUM shall mean amount contractor would receive to do all work covered under the contract not including contingent items.
- (g) NOTICE OF AWARD shall mean the written notice by City to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, City will sign and deliver the agreement.
- (h) STANDARD SPECIFICATIONS FOR MATERIALS AND CONSTRUCTION shall mean the 'Standards for Materials and Construction' of the Department of Engineering and Construction as revised to the date of the advertisement of this contract.
- (i) STANDARD FOR CONSTRUCTION shall mean the 'Standards for Construction' of the Department of Engineering and Construction as revised to the date of the advertisement of this contract.
- (j) SUBSTANTIAL COMPLETION shall mean construction that is sufficiently completed in accordance with the contract documents and certified by the architect or engineer of the City as modified by diminishment or extra work agreed to by the parties so the project can be used, occupied or operated for its intended use. In no event shall a project be certified as substantially complete until at least ninety percent (90%) of the work on the project is completed.
- (k) THE WORK comprises the complete construction required by the contract documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated in such construction.
- (l) WORKSITE or SITE shall mean the location where the Work is performed or areas adjacent or contiguous.

1.02 **RULES OF CONSTRUCTION.** For purposes of the contract documents, the following rules of construction shall be observed unless otherwise provided:

- (a) "Shall is mandatory and "may" is permissive.

- (b) The arrangement and classification of the contract documents have been made for the purpose of a convenient and orderly arrangement. No inference, implication or presumption of legislative construction shall be drawn because of the location of any provision, nor shall any outline, analysis, index or descriptive matter relating to the contents of the contract documents be given any legal effect.
- (c) The singular includes the plural, and the plural includes the singular. Words used in the past or present tense include the future.

1.03 CONTRACT DOCUMENTS. The contract documents consist of

- (a) CITY-CONTRACTOR Articles of Agreement;
- (b) the official advertisement for proposals for this project as published in the daily newspapers;
- (c) the proposals made by Contractor on a separate sheet;
- (d) the Bid and General Contract Conditions as revised to date;
- (e) the Standard Specification for Materials and Construction;
- (f) the Standards for Construction;
- (g) the Evidence of Financial Security and Certificates of Insurance;
- (h) the contract plans or drawings as approved by Director;
- (i) the MBE/WBE Solicitation and Commitment Statement or the MBE/WBE Participation Waiver Request and the MBE/WBE Participation Regulations;
- (j) such special and supplementary specifications as may be made a part of this contract;
- (k) a Statement of Affiliations as required by Pittsburgh Code §197.08(c).

If there is any conflict in text or figures, the instrument of the latest date shall govern. These documents form the contract for construction. The contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

## TITLE II

### BID CONDITIONS

#### Article 1. GENERAL

2.11 INFORMATION TO BIDDERS. The following information is submitted to bidders relating to the proper form and method for the submission of bids and information in conformance with which all proposals and bids. shall be submitted to and contracts executed with the City of Pittsburgh.

## Article 2. BID PROCEDURES

2.21 RECEIPT AND OPENING OF BIDS. Separate and sealed bids for proposals for making public improvements will be received upon the form proposal at the office of the City Controller, City-County Building, Pittsburgh, Pennsylvania, until the date and time stated in the official advertisements for bids for the Work will be publicly opened and read at the date, time and place designated in the advertisement.

2.22 FORM OF BID. All bids shall be made on a prepared form proposal provided for that purpose; shall have all blanks on the bid form legibly completed in ink or by typewriter; shall give the price of each item of Work proposed; shall contain prices set opposite each in all items which are called for on the proposal form; shall be properly executed by the bidder with its business address and shall also contain the full names of all persons interested in the bid. The proposal shall set forth the corporate or individual name of Contractor and shall be signed in ink and in handwriting by an appropriate officer, partner or individual owner. Prepared form proposals and contract plans should be obtained from the Department of Finance, City-County Building, Pittsburgh, PA., upon payment of proper charges. Non-conforming bids may be rejected.

2.23 INQUIRIES. Where a prospective bidder requires an interpretation or explanation of the Requirements and Provisions of Plans, Specifications and Proposals for Contracts, it shall make inquiry in writing to Director to less than five (5) days prior to bid opening. Copies of any answer will be sent to all bidders who received proposals for the Work. Inquiries and answers not in writing shall be of no effect.

2.24 COMBINED AND COLLUSIVE BIDS. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for the rejection of all proposals in which it is interested. Either of the following may be considered sufficient reason for bidder disqualification and the rejection of the proposal or proposals:

- (a) Submission of one or more proposal for the same Work from an individual, a firm, partnership, an association or a corporation under the same or different name; or
- (b) Evidence of collusion among bidders. Any participant in such collusion will receive no recognition as a bidder for future City work until the participant has been reinstated as a qualified bidder.

2.25 COMPARISON OF BIDS. Bids will be compared and their amounts computed on the basis of the approximate estimate of quantities given on the proposal forms. The quantities stated are approximate only and City does not expressly or implicitly warrant that the actual amount of Work each will correspond therewith and reserves the right to increase or decrease each and all quantities without limit to size of increase or decrease.

2.26 REJECTION OF BIDS. City reserves the right to reject any and all bids if it deems it in the interest of City to do so. Any bid may be rejected if the total amount exceeds the total estimated cost of the contract. When prices bid in various items are unreasonably high or low so as, in Director's opinion, to unbalance the bid, he may reject it. The bid may also be rejected if it contains omissions, alterations, additions not called for, or for irregularities of any kind.

2.27 WITHDRAWAL OF BIDS. Each bidder who submits a bid waives any right to withdraw it except as provided herein. Bidders will be allowed to withdraw any proposal not later than 9:00 a.m. on the date set for opening of bid.

2.28 NO CONTRACT AWARDED TO PERSONS IN ARREARS TO CITY. The contract will not be awarded to any corporation, firm or individual who is from any cause, in arrears to City, or who has failed in any former City contract to perform work satisfactorily.

2.28.1 PAYMENT OF TAXES AND SET-OFF. CONTRACTOR warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by CONTRACTOR are current and not delinquent. If CITY determines that there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of this contract or prior to final payment by CITY, CONTRACTOR hereby grants CITY the right to set-off that indebtedness against any amounts owing to CONTRACTOR under the terms of this contract. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

2.29 STATEMENT OF COMPLIANCE UNDER PITTSBURGH CODE §161.02. Contractor will be required to submit an executed Statement of Compliance as required by Pittsburgh Code 161.02 which certifies that nothing has come to its attention that would lead it to believe that any of the goods and/or products provided herein were made under sweatshop conditions, as defined in Section 161.02 (d)(1) of the Pittsburgh Code.

### Article 3. Worksite

2.30 AFFIDAVIT UNDER PITTSBURGH CODE §161.22(f). Contractor will also be required to submit an executed Affidavit of Contractor as required by Pittsburgh Code §161.22(f) which will state, under penalty of perjury, that neither they nor their company, corporation, partnership ("Contractor"), or any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by a reason of debarment or disqualification as defined by Pittsburgh Code §161.22(b).

2.31 EXAMINATION OF WORKSITE. Prospective bidders are required to examine the proposed worksite and determine any difficulties which they are likely to encounter while performing the Work.

2.32 TEST HOLE OR BORING. Where test holes or borings have been made at worksite, the location of the test holes or boring and the character of the materials encountered are shown on the 'Contract Plan. City, however, does not guarantee that the materials to be excavated will be even approximately like those indicated on the Contract Plan. Once the bidder complies with all laws and regulations pertaining to such an opening or boring, it shall be permitted to dig additional test holes or make additional borings at its own expense.

2.33 UNDERGROUND STRUCTURE. City does not guarantee that the location of any underground structures such as sewers, water lines or underground structures of public utility companies shown on the Contract Plans are even approximately correct. City will not relieve Contractor of any expenses involved should the actual locations be other than as shown on the Contract Plans. City further does not guarantee that the number, size, character or condition of substructures as shown on Contract Plans is even approximately correct.

2.34 EXISTING PAVEMENT. City does not guarantee that the kind and depth of pavement material to be encountered will be even approximately like that indicated on the Contract Plan. No additional payment will be made for the removal of a different type pavement, pavement surfacing, pavement base or sub-base, than that shown on contract plans nor for removal of any pavement, pavement surfacing, pavement base or sub-base below the sub-grade required by the Contract Plans or Specifications.

## Article 4. BONDS AND INSURANCE

2.41 BID SECURITY. Bidders on contracts with a value of two hundred thousand dollars (\$200,000.00) or more are required to file with their proposals financial security in the amount of fifty (50%) of the estimated costs of the proposed contract. The security shall be in the form of a bond, issued by a surety company authorized to transact business in the Commonwealth of Pennsylvania, a certified check of the bidder or a letter of credit. The purpose of the bid security is to protect City from any loss by reason of the failure of the bidder to enter into the contract, in case the contract is awarded to said bidder. The bid security must be in the form required by the City and issued by a surety company or other financial institution which is acceptable to the Director of the Department of Finance.

2.42 PERFORMANCE SECURITY. After the contract is awarded and prior to the time set for execution of the contract, Contractor must submit performance security in the amount of one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract including but not limited to performance of the contract including but not limited to performance of work during the warranty period. Such security shall be solely for City's protection.

2.43 LABOR AND MATERIAL SECURITY. Prior to the time set for execution of contract, contractor shall provide labor and material security in one hundred percent (100%) of the contract amount. Such security shall be solely for the protection of claimants supplying labor and materials to prime contractor or to any of its subcontractors in the performance of Work and shall be conditioned for prompt payment of all such material furnished or labor supplied for the Work.

2.44 OBTAINING FORMS. If the financial security required under the provisions of this contract is supplied in the form of a bond, then it shall be on a City bond which may be obtained by bidders from City upon request at the offices of the Department of Finance.

2.45 EXECUTION OF FINANCIAL SECURITY. The financial security shall be fully executed by both the bidder and surety, sureties, or issuing financial institution. Where the security has not been properly executed by surety, sureties or issuing financial institutions, said bid shall be invalid and will be rejected. No charges or additions to the financial security or to the signatures thereon shall be permitted after the opening of the bids.

2.46 INSURANCE. The successful bidder will be required to submit a certificate of insurance duly attested by officers or authorized representatives of the responsible insurance company authorized to do business in Pennsylvania, evidencing that it has obtained coverage herein required. The certificates of insurance must identify the types of insurance, the party to be benefited, the effective dates of the insurance, the limits of liability for both bodily injury, including death, and property damage, a paragraph pertaining to collapse and explosive hazards, a clause requiring thirty (30) days' advance written notice to City of cancellation, and a specific reference to the location and nature of the Work. The required insurance shall be as follows:

### A. OWNER'S PROTECTIVE LIABILITY INSURANCE Minimum Limits of Liability

- 1) Bodily Injury Including Death
  - (a) \$1,000,000.00 each occurrence
  - (b) \$2,000,000.00 aggregate
- 2) Property Damage
  - (a) \$500,000.00 each occurrence
  - (b) \$1,000,000.00 aggregate

City must be identified on the insurance certificate as the named insured as to this coverage. In those instances-where bodily injury and property damage are combined in a single limit of liability, said limit must be in an amount not less than \$3,000,000.00 for each occurrence and aggregate. The certificate must indicate "occurrence" policy, a "claims made" policy is not acceptable.



## B. GENERAL LIABILITY INSURANCE

### Minimum Limits of Liability

- 1) Bodily Injury Including Death
  - (a) \$1,000,000.00 each occurrence
  - (b) \$2,000,000.00 aggregate
- 2) Property Damage
  - (a) \$500,000.00 each occurrence
  - (b) \$1,000,000.00 aggregate

City must be identified on the insurance certificate as an additional insured as to this coverage. In those instances where bodily injury and property damage coverage's are combined in a single limit of liability, said limit must be in an amount not less than \$3,000,000.00 for each occurrence and aggregate. The certificate must indicate "occurrence" policy, a "claims made" policy is not acceptable.

## C. AUTOMOBILE LIABILITY INSURANCE

- 1) Bodily Injury Including Death
  - (a) \$500,000.00 each occurrence
  - (b) \$1,000,000.00 aggregate
- 2) Property Damage
  - (a) \$50,000.00 each occurrence
  - (b) \$100,000.00 aggregate

City must be identified on the insurance coverage as an additional insured as to this coverage. In those instances where bodily injury and property damage coverage's are combined in a single limit of liability, said limit must be in an amount not less than \$1,100,000.00 aggregate. The certificate must indicate "occurrence" policy, a 'claims made" policy is not acceptable.

## D. WORKERS' COMPENSATION INSURANCE-(statutory)

### Article 5. EXECUTION OF CONTRACT

**2.51 EXECUTION OF CONTRACT.** The successful bidder will be required to appear at the Office of the Department of Finance at the time specified in Notice of Award to execute the agreement, and will provide specifications of the contract. In the event of the failure to do so, the bidder will be considered as having abandoned the contract and shall be considered to be in default to City. City may proceed to next lowest responsible bidder or may proceed to re-advertise such contract and proceed to seek against the bidder and its surety any excess costs together with administrative costs of re-advertising as a result of the bidder's failure to enter into the contract.

**2.52 PRECONSTRUCTION CONFERENCE.** After the Notice of Award, Contractor may be required to attend a preconstruction conference for the purpose of review and acceptance of the schedules, to establish procedures for handling, shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work.

**2.53 COMMENCEMENT OF WORK.** The successful bidder will be required to begin the work within twenty (20) days of the countersignature of the contract by the City Controller. Contractor must notify the City forty-eight (48) hours prior to commencement of the Work.

2.54 STATEMENT OF AFFILIATIONS. Successful bidders must provide the City with a statement of affiliations. The statement of affiliations shall include:

- (a) a description of the contractor's qualifications and experience qualifications;
- (b) a description of any contractual or business relationships with the city within the past three years; and
- (c) an identification of the contractor's principals, owners, partners or shareholders, or if the contractor is a public corporation, the officers, members of the board of directors and shareholders holding more than three percent of the corporate stock.

2.55 CONTRACTOR TO BE EXPERIENCED. Before the contract is awarded, the bidder must satisfy Director that it has the requisite organization, capital, plant, ability and experience to satisfactorily execute the work under the contract in accordance with the provisions of the contract and in conformance with the best modern practice.

## Article 6. MINORITY PARTICIPATION

2.61 MINORITY AND WOMEN'S PARTICIPATION. It is the City's current goal to encourage increased minority and women's participation in all City Contracts. It is believed that it is reasonable to expect that within five years minority participation will constitute twenty-five (25%) and women's participation will constitute ten percent (10%) of the total dollar of City contracts. Minority and women's participation in every city contract for the construction, reconstruction, alteration or repair of any public improvement is expected. Such participation may be provided in any one or any combination of the following methods:

- (a) Subcontracts for work on the project. The amount of women's and minority participation for this element shall be the total amount of subcontracts with minority business enterprises or women's business enterprises for work on the project.
- (b) Supply contracts for the project. The amount of minority and women's participation for this element shall be the total amount of supply contracts with minority business enterprises or women's business enterprises for supplies to be used on the project. This factor will only be considered when other forms of participation are unobtainable.
- (c) Employment for the project. The amount of minority and women's participation for this element shall be the total compensation paid to minority and women employees for work on the project.

All contractors will be required to demonstrate a good faith effort to utilize women and minorities in performing work required under the contract. For all contracts in amounts of \$10,000 or more an MBE/WBE Solicitation and Commitment Statement or an MBE/WBE commitment Waiver Request must accompany the bid. Bid packages which do not include either an MBE/WBE Solicitation and Commitment Statement or an MBE/WBE Commitment Waiver Request will be rejected as incomplete. For all contracts in amounts of \$25,000 or more, failure to make a good faith effort to meet the goals set forth in the MBE/WBE Solicitation and Commitment Statement will be considered a material breach of the contract and may result in the withholding of the retainage. Furthermore as a condition for the release of the contractor's performance security the Contractor must submit to the Administrator a report of actual MBE/WBE participation in work under the contract. This report shall contain, at a minimum, the following information:

1. The dollar amount of money paid to all subcontractors under the contract and a designation of which of those subcontractors are MBE'S or WBE'S.
2. The names, addresses and telephone numbers of all subcontractors paid for or due to be paid for work under the contract.

3. An explanation of any failure to achieve the participation' goals stated in the contractor's MBE/WBE Solicitation and Commitment Statement.

For all contracts of \$75,000 or more, the contractor shall submit such reports as required by the Administrator prior to the city's releasing of its performance security.

2.62 DEFINITIONS. "Minority Business Enterprise" means a sole proprietorship, partnership or corporation owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group members must have operational managerial control, interest in capital and earnings commensurate with the percentage of ownership. Furthermore to qualify as a minority business, the business must be certified as an MBE by either the City of Pittsburgh, Allegheny County, the Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to the Administrator.

„ Minority means African Americans, Hispanics, Asians and American Indians.

"Women's Business Enterprise" means a sole proprietorship, „partnership or corporation owned, operated and controlled by women who have at least fifty-one percent (51Z) ownership. Women must have operational and managerial control, interest in capital and earnings commensurate with the percentage of ownership. Furthermore, to qualify as a WBE, the business must be certified as a WBE by either the City of Pittsburgh, Allegheny County, the Commonwealth of Pennsylvania or some other governmental entity whose certification is acceptable to the Director of the Department of Finance.

2.63 AFFIRMATIVE ACTION. All bids shall include a statement signed by the bidder or bidders, on the portion of the proposal provided for that purpose, on their own behalf and on the behalf of their proposed subcontractors: (a) that applicants for employment are hired without regard to their race, sex, sexual preference, color, religion, ancestry, national origin or place of birth; (b) that employees are treated during employment without regard to their race, sex, sexual preference, color, religion, ancestry, national origin or place of birth; (c) that actions which the bidder or bidders propose to undertake to insure that there will be minority group representation in all trades and in all phases of their operations are as set forth in Article 7 of Title III hereof. Bidders are invited to consult with the Administrator, for information, advice and assistance in the preparation of their proposals.

2.64 COMPLIANCE WITH LAWS AND REGULATIONS. Upon request, Contractor must demonstrate to the Administrator its compliance with applicable Federal, State and local Affirmative Action Program regulations concerning minorities. Contractor is further encouraged to use its best efforts to assure that to the greatest extent feasible purchases of products and services will be made from reliable minority-owned businesses. Non-compliance with the applicable regulations in this area will be' considered grounds for the rejection of the bid or cancellation of the contract.

2.65 NON-DISCRIMINATORY PRACTICES AND POLICIES. Prior to the award, the Administrator may direct that any bidder shall submit a statement signed by an authorized officer or agent of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder deals,' with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, sex, color, religion, ancestry, national origin or place of birth. In this statement the signer either will agree to cooperate affirmatively in the implementation of the policy and provisions of the contract and the MBE/WBE Solicitation and Commitment Statement or will agree that recruitment, employment, and the terms and conditions of employment under the contract shall be in accordance with the purposes and provisions of the contract. In the event that the union, or agency, shall refuse to execute such a statement, the bidder shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Administrator may require.

2.66 NON-AWARD OF CONTRACT. The contract may not be awarded to any corporation, firm or individual which has failed to make a good faith effort in any prior undertaking to insure the representation of minorities and women in all trades and in all phases of its operations and which has not satisfied the Administrator that it is now established and will carry out personnel, employment and subcontracting policies in compliance with the provisions of the contract and the MBE/WBE Solicitation and Commitment Statement.

2.67 CONTINUED COMPLIANCE. Prior to award and throughout the term of the contract, the bidder must demonstrate to the Administrator its compliance and continued ability to comply with these requirements. If at any time after the award of a contract the Contractor determines that it will be unable to comply, the Contractor may apply to the Administrator for a waiver. The Administrator may grant a waiver when the Contractor demonstrates that it has made diligent good faith efforts to meet the requirements, but due to circumstances beyond its control, it is impossible for it to comply.

2.68 MONITORING. Contractor shall permit the Administrator to visit the work site and to have access to its employees. Subcontractors and subcontractor's employees in order to determine whether the contractor is making a good faith effort to employ women and minorities and to meet the goals it may have set forth in its MBE/WBE Solicitation and Commitment Statement. Site visits shall generally be made monthly in cases where the contract is for \$250,000 or more. Contracts for less than \$250,000 shall have site visits conducted randomly as the Administrator deems necessary.

### TITLE III

#### GENERAL CONTRACT PROVISIONS

##### Article 1. GENERAL PROVISIONS

3.11 CONTRACTOR THOROUGHLY INFORMED AS TO WORK. Contractor represents that it has read each and every clause in each and every contract document and that Contractor fully understands, and hereby agrees that it will comply with all their terms, covenants, agreements, specifications, standards and requirements. Contractor further represents that it has examined the location of the proposed improvement and fully understands the character of the work to be done under this contract.

3.12 CONTRACTOR SATISFIED WITH APPROXIMATE ESTIMATES. By executing this contract, Contractor agrees that:

- (a) Quantities. The quantities given on the contract plans or in the supplemental specifications for the various items of Work are approximate estimates of the amount required to complete this contract, with the exception of certain items designated as contingent items on the contract plans or supplemental specifications for which the extent and location could not be approximately ascertained prior to the commencement and actual progress of the Work and for which nominal quantities are given in unit prices under which Contractor shall do the Work to the extent and in the location ordered, subject to the limitations stipulated in this Section.

- (b) Estimates. Contractor is satisfied with the estimates given on the contract plans or on supplemental specifications for determining the prices for which it agrees to do the Work required by this contract. Contractor will not at any time dispute or complain of such estimates nor assert that there was any misunderstanding in regard to the nature of the Work. Contractor further agrees that the extent and location indicated on the contract-plans for the several items of the Work are approximate only with the exception of contingent items which are nominal and that it will do the Work under the several items included in this contract in conformity with orders given by Director regardless of changes in extent or location, subject however to the limitations and qualifications hereinafter in paragraphs (c) and (d) of this section and that payment made at respective unit prices bid for work performed in conformity therewith shall be full compensation.
- (c) Change in Quantity of Work. Contractor will be compensated for changes in estimated quantities of Work at the contract's unit bid price.
- (d) Increase in Quantity of Contingent Items. Contingent items of Work shall be done when ordered in the field and shall be paid for at the contract unit bid price.

3.13 FIELD ENGINEERING SERVICES. Unless otherwise stipulated in the contract documents, City will establish base lines, bench marks, and point of beginning, station 0+0 as required for general improvement projects. Contractor shall be responsible for the staking of all lines, grades, and geometry as shown on the contract documents, run from base lines and bench marks placed by City engineers. All other field engineering services required for construction work shall be the responsibility of Contractor. Contractor will be required to protect the base line stakes and bench marks set by the City engineers. Contractor shall make use of a Registered Engineer or Surveyor to establish all ground control and layout work necessary for the proper performance of the Contract Work.

3.14 MAINTENANCE AND GUARANTY. The following items of work performed under this contract shall be kept and maintained at Contractor's expense in accordance with the attached specifications for maintenance of such items for the following periods from and after the final acceptance by Director of the Work unless specified otherwise, as follows:

<u>Guaranteed Items of Work</u>	<u>Period</u>
Sheet Asphalt surfacing	Five (5) years
Two Course Cold Mix Asphalt Concrete surfacing	Five (5) years
Asphaltic Concrete surfacing	Five (5) years
New Block Stone surfacing, all types	One (1) year
Re-clipped Block Stone surfacing, all types	One (1) year
New Vitrified Brick surfacing, all types	Five (5) years
Concrete Street pavements (Plain or reinforced)	One (1) year
Repaving with Street Asphalt Surfacing	Five (5) years
Repaving with Two Course Cold Mix Asphaltic-Concrete Surfacing	Five (5) years
Repaving with Asphaltic Concrete surfacing	One (1) year
Repaving with New Block Stone surfacing,-all types	One (1) year
Repaving with Re-clipped Block Stone surfacing, -all types	One (1) year
Repaving with New Vitrified Brick surfacing all types	Five (5) years
Repaving with Concrete Pavement (Plain or Reinforced)	One (1) year
Concrete sidewalks, all types	One (1) year
Old Brick surfacing re-laid on new or old base	One (1) year

Old Brick Stone surfacing re-laid on new or old base	One (1) year
Plain or Protected Concrete Curb, all types	One (1) Year
Concrete base for street pavement	Same period as
Asphaltic Concrete base	guaranteed for
	respective types
	of pavement Sur-
	facing laid
	thereon.
Roadway and Sidewalk Pavements and Curbing	
Required to be Reconstructed at	
Contractor's Own Expense (see Section 31 B)	One (1) Year
Buildings	Two (2) Years

All items not listed shall have a warranty of one (1) year after date of final acceptance.

## ARTICLE 2. SCHEDULING OF WORK, INSPECTION AND QUALITY OF WORK

3.21 SCHEDULING OF WORK. Contractor agrees to do the work at such time and in such places as Director may require and to begin and finish such portions of the Work covered by the contract documents as Director may require prior to the beginning of any other portion of the Work. Immediately after the execution of the contract, Contractor shall have prepared a schedule indicating the dates on which contractor will start and complete each principal item of work. After approval of such schedule by Director, Contractor shall strictly adhere to the schedule.' If Contractor does not adhere to schedule, Director may require Contractor to provide a new schedule and/or course of action Contractor will take to come into compliance with approved schedule of work and completion date scheduled. The time for the completion of this contract is of the essence.

3.22 EXTRA SHIFTS. To insure the completion of the Work within the required time limit, Director may require Contractor to employ one or more shifts of labor at night or on weekends or holidays if so ordered without extra compensation to Contractor over and above payment made at the contract unit prices for respective items of Work affected. However, Director's failure to require Contractor to employ one or more shifts of labor or Director's refusal to permit Work to be performed outside of normal working hours shall not in any way affect the provisions of Section 3.64 of the Bid and General Contract Conditions relating to Work unnecessarily delayed in violation of any conditions or covenants of the contract. Contractor shall bear the cost of City inspectors salary for any working hours over and above the normal shift hours, including meal money.

3.23 INSPECTION. Director or those whom he may designate shall at all times have free access to all parts of the Work and to all places where materials for the same are prepared and shall have every facility rendered to him for proper inspection of all materials used and workmanship executed for the work under this agreement. The inspection of the work and materials by Director will in no way lessen Contractor's responsibility or release Contractor from its obligation to perform and deliver to City sound and satisfactory work.

3.24 REINSPECTION OF WORK. Director may reject at any time materials that were previously accepted should any defects in the same be discovered before the entire Work has been finally accepted and fully paid for and such materials shall be removed. Contractor further agrees to remove and replace any portion of the Work covered by the

maintenance provisions of this contract which is found to be defective either as to quality or quantity at any time before the expiration of the guarantee period provided for in this contract. When so ordered by Director, Contractor shall remove the said work and materials and replace the same with satisfactory materials at its own cost and expense in conformity with the contract.

3.25 WORKMANSHIP. Contractor agrees to employ only competent and efficient laborers and first class mechanics or artisans for every kind of the Work and it further agrees to discharge any employees who impedes any City employee or agent in performance of his duties under the contract.

3.26 QUALITY CONTROL. Contractor will maintain a quality control system that materials, products and completed Work conforms to contract requirements. When specified by Director, Contractor will submit for review a quality control plan. Upon completion of the Work, all records documenting quality control procedures will become property of City.

3.27 CONTRACTOR RESPONSIBLE UNTIL WORK IS COMPLETED. Contractor agrees to have charge of and be responsible for the entire Work until completed and accepted for final payment. Contractor shall give its personal supervision to the faithful performance of the Work, and shall keep it under its own control.

3.28 AS BUILT DRAWINGS. Within fifteen (15) days after Director's final acceptance of the Work, Contractor shall provide a set of contract plans clearly marked in red to show any differences between the original plans and the actual, as-built, installation, and to show the exact location of all underground lines and facilities installed under the contract. Final payment will not be made until complete, marked up drawings have been received and approved by Director.

3.29 EXPRESS WARRANTY. Contractor warrants to city that all materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions of the contract documents.

## ARTICLE 3. WORKSITE

3.31 RIGHT TO CONSTRUCT OR ALLOW TO BE CONSTRUCTED UTILITIES. City shall have the right to construct or cause to be constructed by others sewers, catch basins, culverts, to build up or adjust manholes, to reset or renew frames and heads for manholes and to lay or to have laid by others water pipes, gas pipes, conduits or other structures or perform other work not covered by this contract at the worksite.

3.32 PRIORITY TO WORKSITE. If, during the performance of this contract, City or other contractors may be working at the worksite for City or for public utility corporations or others, Contractor shall arrange to conduct operations in such manner as to cause least interference with each other. In case of dispute as to which contractor shall occupy certain territory and have priority to do certain Work, Director shall make the decision which shall be final and must be complied with.

3.33 SUSPENSION OF WORK. Director may suspend Work under this contract or any portion thereof at any time for purposes set forth in Section 3.31 when traffic conditions may require, or for other purposes without compensation to Contractor except as provided in Section 4.45. Contractor agrees not to interfere with or place any impediment in the way of any person who may be engaged in doing any Work at the site.

3.34 UTILITY NOTIFICATION. Contractor will notify any person whose property forms an obstruction to the work to protect their property. Director will order reconstruction where necessary. Contractor will comply with Act 287 of December 10, 1974, P.L. 852, 73 P.S. §176 et seq.

3.35 PROTECTION, SUPPORTING AND MAINTENANCE OF STRUCTURES. Contractor agrees that it will maintain the service of, shore-up, lay support and protect and make good as directed all water pipes, gas pipes, service pipes, sewers and sewers and sewer connections, conduits, manholes, drains, vaults, buildings, tracks or other structures and substructures of public utility companies, all service lines and structures including substructures of private abutting owners that are located within the worksite, whether shown on contract plans or not that may be liable to disturbance or injury during the progress of the Work. All supports, labor and materials necessary to reconnect and restore all such structures to their original condition shall be provided by Contractor at its own expense with the exception of such permanent supports as may be ordered by Director. Contractor agrees that where any change is made in the alignment and grade of any structure or expense or cost of labor, materials and tools involved by such change, if any, shall be borne by Contractor.

3.36 MAINTENANCE OF HIGHWAYS. Contractor agrees that if active Work is discontinued on the improvement of any street, way or other public highway due to the intervention of winter weather or the Contractor's inability to proceed with the work from any other cause, Contractor, at its own cost and expense and in a manner satisfactory to Director, shall maintain said highways during such periods in a safe and passable condition for vehicle and foot travel. Where winter weather intervenes in the performance of the Work, Director shall have the right to order Contractor to discontinue all concrete work-during which period Contractor shall, at its own cost and expense, maintain the highways as previously set forth.

3.37 CLEANING AND FLUSHING. Contractor agrees to keep the site thoroughly clean at all times during the performance of the Work and to thoroughly clean all pavements, sewers, catch basins, manholes, culverts and connections constructed under this contract before the final acceptance of the Work, and to thoroughly flush the sewers and remove all surface material and refuse from the worksite or to any location where any surplus material and refuse have migrated from worksite.



3.38 ADHERENCE TO LAW AND SAFETY PROCEDURES. Contractor agrees that it will not obstruct streets, street railways, railroads, pedestrian travel, vehicular traffic or river navigation without the consent of the proper authorities. Contractor further agrees that it will place and at all times keep proper guards, fences, barricades, watchmen, etc., and will at night keep suitable and sufficient lamps for the prevention of accidents.

#### ARTICLE 4. DIMINISHED AND EXTRA WORK

3.41 ALTERATIONS/EXTRA WORK/OMISSIONS. Director shall have the right to order extra Work and alterations including but not limited to, alterations in alignment, grade, arrangement, plans, details, quantity and quality of the Work or materials as required by the Contract Documents or to omit any part thereof. All such alterations, extra work or omissions shall be ordered in writing by Director. Director, however, need not issue a written order to partially or entirely eliminate contingent items of Work in conformity with Section 3.12.

3.42 DIMINISHED WORK. Deductions in price on account of either omissions or reductions in quantity of materials or Work shall be computed at the Unit Price Bid and Contractor agrees to make no claim for damages or for anticipated profit on account thereof.

3.43 COMPENSATION FOR ALTERATIONS/EXTRA WORK. The price, if any, for alterations or extra work ordered by Director, shall be that agreed upon by Director and Contractor. In the case of disagreement as to the compensation for such alterations or extra Work, Contractor agrees to furnish all materials, tools and labor required to complete such alterations or extra Work in strict accordance with the plans, specifications and instructions from Director. Within thirty (30) days of completion of the alterations or extra Work, Contractor shall submit in writing to Director an itemized accounting of all reasonable costs incurred in performing said alterations or extra Work, the original Work order from Director, and appropriate supporting data as may be required by Director. Contractor shall then accept as full compensation reimbursement of the actual costs plus five percent (5%) to Contractor for equipment rented, tools furnished, labor supplied and insurance premiums paid in performing the Work. All materials utilized shall be reimbursed at the rate of the actual cost to Contractor plus ten percent (10%).

3.44 CLAIMS FOR EXTRA COMPENSATION/FORFEITURE. All claims for compensation for alterations or extra Work which are not submitted to Director within thirty (30) days of completion of the same shall be deemed as waived and for forfeited by Contractor. Further, all claims for compensation for alterations or extra Work which are not submitted with the original order from Director shall be deemed as conclusive evidence by all parties that no alterations or extra Work has been ordered or performed.

3.45 NO CHARGE FOR DELAY. Contractor will make no charge or claim for hindrance or delay of the Work against the City, from any cause, foreseen or unforeseen, during the progress of the same, except a claim for an extension of the time provided in this contract for the completion of the Work. Such claim shall be made to Director in writing within thirty (30) days after the happening of the event or occasion, causing such delay or hindrance, setting forth the causes of such delay or hindrance and the time lost. The decision of Director as to the additional time to be allowed for the completion of the work, if any, shall be final and conclusive.

#### ARTICLE 5. RETAINAGE AND PAYMENTS

3.51 MAXIMUM UNIT PRICES. Contractor agrees to submit unit prices not in excess of the Maximum Unit Prices (M.U.P.) as stipulated on the prepared form of proposal for certain items of work to be done under this contract. These prices will be designated by the symbol "M.,U.P." placed after such items, and payment made at such prices will be full compensation for furnishing all labor, material, and tools necessary to complete the respective items of Work in conformity with the requirements of this contract.

3.52 LUMP SUM CONTRACTS. Where a lump sum price is to be used as a basis for awarding a contract, Contractor shall submit to Director for approval a "Schedule of Values" for items it wishes to receive periodic payments. The schedule is required after the contract has been awarded and before a periodic payment request is made. The Schedule of Values shall include quantities and unit prices Aggregating the contract price, and shall subdivide

the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unbalanced pricing will not be approved. Any price on the Schedule of Values that remains a lump sum price for any specific item will not be paid for until the item is one hundred percent (100%) complete.

3.53 RETAINAGE. Contractor agrees to City retaining ten percent (10%) of the total contract price until fifty percent (50%) of the contract work is complete. The amount withheld by City after fifty percent (50%) of the work is completed shall not exceed five percent (5%) of the value of completed work based upon the Monthly Progress Payment Request, except that the final payment of the retainage shall be held by the City at least until the contractor provides a report detailing the actual levels of MBE and WBE participation in the work performed under the contract. Said report shall be in a form acceptable to the City.

3.54 RETAINAGE CAUSED BY DISPUTE WITH CONTRACTOR. In the event a dispute arises between prime contractors for the work, which dispute is based upon increased cost claimed by one prime contractor occasioned by delays or other actions of another prime contractor, additional retainage in the sum of one and one-half (1-1/2) times the amount of any possible liability may be withheld by City until such time as any final resolution is agreed to by all the parties directly or indirectly involved unless contractor causing the additional claims furnished a bond satisfactory to City to indemnify City against such claims. Failure of City to retain any amounts due to disputes between prime contractors shall not impose any liability upon City.

3.55 INTREST. Contractor shall be entitled to interest at a rate of ten percent (10%) upon all payments due forty-five (45) days after Final Estimate for work is approved by Director, not including any retainage still withheld. Contractor agrees that measurements taken and estimates and certificates made by Director shall be conclusive evidence of the amount of material furnished and Work performed b Contractor and shall be taken as the full measure of compensation due to Contractor.

3.56 CLAIMS AGAINST CONTRACTOR- Contractor agrees that Director may retain as much money as he may consider necessary until all suits or claims arising out of work shall have been determined and settled and satisfactory evidence to that effect furnished to Director. Any such amount of money retained by City shall not be considered as settlement of Contractor's total liability hereunder unless contractor against whom claims have been filed has furnished a bond to City to indemnify City for claims.

## ARTICLE 6. MISCELLANEOUS PROVISIONS

3.61 INDEMNICATION - 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, judgements 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 under this Agreement; 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.

3.62 CONTRACTOR TO SUSTAIN ALL LOSSES. Contractor will sustain all loss or damage arising out of the nature of the-Work or any damages to. the Work itself for any unforeseen obstructions or difficulties which may be

encountered in the performance of the Work or from action of the elements or for any other cause whatsoever until the Work has been finally accepted.

3.63 SETTLEMENT OF DISPUTES. In the event of any disagreement, controversy or dispute arising between Contractor and Director as to the interpretation of the Specifications or interpretation or the proper execution of this contract or as to the settlement thereunder or in the event of any disagreement as to any question or matter whatsoever which may arise or be in dispute under this contract or said Specification or of the terms or conditions thereof, such disagreements, controversy or dispute shall be immediately inquired into and decided by Director whose decision shall be final and conclusive as to all matters in controversy, without exception or appeal, and all rights of action at law in equity or otherwise under and by virtue of this contract are expressly waived.

3.64 TERMINATION. If contractor is adjudged a bankrupt or if it makes a general assignment for the benefit of creditors or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper materials or if it persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise has committed a violation of the provision of the contract documents, then Director may, without prejudice to any right or remedy of City and after giving Contractor and Contractor's surety, if any, seven (7) days written notice, terminate the contract and take possession of the site and all materials, equipment, tools, and machinery thereon owned by Contractor, and may finish the Work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract exceeds the cost of finishing the work, including compensation for any additional costs including indirect costs incurred by City, such excess shall be paid to Contractor. If- such costs exceed the unpaid balance, Contractor surety shall pay the difference to City within thirty (30) days of the date of billing.

3.65 COMPLIANCE WITH ALL LAWS. Contractor shall fully obey and comply with all laws, ordinances and administrative regulations made in accordance therewith and obtain all permits which are or shall become applicable to the Work performed to this agreement.

3.66 PREVAILING WAGE AND WORKERS' COMPENSATION. Contractor agrees to comply with the provisions of the Prevailing Wage Act of Pennsylvania, 43 P.S. §165-1 et seq. Contractor hereby certifies that it has complied with the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts.

3.67 STEEL PRODUCTS. In the performance of this contract, Contractor can only use steel products made in the United States unless Contractor can establish that the steel products are not produced in sufficient quantities to meet the requirements of this contract. Steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. Even if Contractor can establish that steel products are not produced in sufficient quantities in the United States, it cannot use steel products from countries that have been found to discriminate under the Trade Practices Act, 71 P.S. §773.101.

## ARTICLE 7. MINORITY AND WOMEN'S PARTICIPATION AND ANTI-DISCRIMINATION

3.71 MINORITY AND WOMEN'S PARTICIPATION AND ANTI-DISCRIMINATION. Contractor agrees that it will conform to and comply with any Minority Business Enterprises programs instituted by City either through ordinance or Executive Order as well as with the provisions of its MBEIWBE Solicitation and Commitment Statement.

3.72 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, or sexual orientation.

Contractors shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct Article V - Discrimination, and any amendments thereto. Contractors shall also comply with the applicable provisions of Title I and Title II 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 agreement, a requirement that said subcontractors also comply with the provisions of this Section.

3.73 SCOPE OF NON-DISCRIMINATION. Contractor shall take affirmative action which shall include, but not be limited to, recruitment or recruitment advertising, selection for training, including apprenticeship, employment, upgrading, demotion, transfer, layoff, termination and rates of pay or other forms of compensation.

3.74 SOLICITATION FOR EMPLOYMENT. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, sex,. sexual preference, color, religion, ancestry, national origin or place of birth.

3.75 POSTING. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of these non-discrimination clauses. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by City, advising the labor union or workers' representative of the Contractor's commitments, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.

3.76 REPORTS. Contractor shall file, and shall cause each of its subcontractors to file, Compliance Reports with the Administrator, as may be directed. Compliance reports shall be filed within such times and shall contain such information as to the practices, policies, programs and employment policies, programs and employment statistics of Contractor and each subcontractor, and shall be in such form as the Administrator may prescribe.

3.77EXAMINATION OF RECORDS. Contractor will furnish all information and reports required by this contract, and by the rules, regulations and orders of the Administrator pursuant hereto, and will permit access to its books, records and accounts by the Administrator, for purposes of investigation to ascertain compliance with this Contract and said rules, regulations and orders.

3.78PENALTIES. In the event of Contractor's failure to comply with the equal employment opportunity and affirmative action provisions of this Contract, including the affirmative action undertaking outlined in its proposal, or with any of the rules, regulations or orders herein referred to, it is agreed that City, at its option, may do' any or all of the following:

- (a) Cancel, terminate or suspend this contract in whole or in part;
- (b) Declare Contractor ineligible for further City Contracts;
- (c) Recover from Contractor, by set-off against the unpaid portion of the contract price, or otherwise pursuant to this contract an amount equal to the liquidated damage section for delay as liquidated damages and not as a penalty, for each day that Contractor shall fail to comply with these provisions of the contract as determined by the city, in accordance with its rules and regulations, the said sum being fixed and agreed upon by and between Contractor and City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which City would sustain in the event of such a breach of contract, and said amount is agreed to be the amount of damages which City would sustain;
- (d) Such other sanctions as may be remedies as may be provided by law.

3.79 SUBCONTRACTORS. Contractor will include the provisions of this Article of this contract in every subcontract, so that such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontracts as the City may direct as a means of enforcing such provisions, including sanctions for non-

compliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the City, Contractor may request City to enter into such litigation to protect the interests of City.

ALLEGHENY COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PURCHASING AND SUPPLIES  
ROOM 206 COURTHOUSE

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

**PREAMBLE** - (Bidder: You are advised to review the instructions, general rules and conditions which follow as they apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the Division of Purchasing and Supplies, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids, failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to Commonwealth of Pennsylvania and local laws, policies, resolutions and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the Division of Purchasing and Supplies will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**1) SIGNATURES –**

- a) If you are trading as an individual, you must insert your full name, business address and residence address in the body of the bid and you must sign on the line indicated for individual principal.
- b) If you are trading as a partnership, individual names of all the partners must appear in the body of the bid and all members of the partnership must execute the bid on the lines indicated for partnership principals. If needed, additional lines may be added on the signature page. Be sure to include your full business address.
- c) If you are trading as a corporation, the name of the corporation, its principal office and state of incorporation must appear in the body of the bid and the bid must be signed by the president (or vice-president) and attested by the official secretary (or assistant secretary) and the corporate seal must be affixed on the lines indicated for corporate principal. If the contract is executed or attested by any other than the officers set forth, the bid must be accompanied by a power of attorney carrying certification of current date. The Power of Attorney may have either a live or a facsimile signature. If the corporation has no corporate seal or it is unavailable, a handwritten or adhesive seal shall appear following the corporate name with a statement that no corporate seal exists or that it is unavailable.
- d) A corporation must also complete a certificate of corporate principal for the persons executing the bid, which must be signed by the secretary, and the corporate seal affixed. Instead of such certification, you may attach corporate records indicating authority of the person signing, which must be certified by the secretary or assistant secretary with corporate seal affixed, to be true copies.

**2) NUMBER OF BIDS – Bidder shall submit **one (1) original and one (1) photocopy of the bid** (they shall be in the same envelope). **Please indicate clearly on the bid which one is the copy.** Any price discrepancy shall result in Allegheny County (the "County") accepting the lowest (or most advantageous) price. The original shall be the "controlling document" from which the bid tabulation shall be created and thus the price from which the basis of award shall be evaluated.**

**3) UNIQUE BIDS - No bidder may submit more than one bid for the same item, nor may he submit multiple bids by or through the agency of any partner, employee or other entity. If a bidder does submit more than one bid document, the County will only consider for award the last bid document received.**

**4) BID SUBMISSIONS - This bid shall be completed, signed and submitted to the Office of the Controller of Allegheny County. Copies needed for the bidder's records are the responsibility of the bidder. Each bid must be in a separate sealed envelope with both the bid number and opening date plainly visible on the envelope. Bids must be received at the place, time and date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. The County assumes no financial obligations for preparation and submittal of bids. Bidder shall be solely responsible for understanding the specifications and requirements.**

**5) VIEWING OF BIDS AND CONFIDENTIALITY - Bids shall be subject to viewing by bidders and the public by**

appointment at the Office of the Controller and, after tabulation, at the Division of Purchasing and Supplies. All pricing and documents submitted by bidders to the County shall be considered public documents and open and available for public viewing and copying.

**6) BID ALTERATIONS –**

- a) Any alterations and/or deletions to the bid form as received by Allegheny County shall be grounds for rejection of the bid, in whole or in part. In completing the bidding documents, bidder should not add, delete or vary any of the terms or conditions of any documents prepared by the County. If the bidder makes any substantial changes in any of the documents, the County shall reject the bid. If the bidder makes insubstantial changes, the County may, in its discretion, either reject the bid or waive the discrepancy and, the changes shall be accepted only to the extent that they are consistent with the original bidding documents. Bidder warrants that all goods and services described by bidder in its bid and all samples submitted by bidder to the County shall conform to the specifications. The Chief Purchasing Officer may waive insubstantial errors in the bid and specifications.
- b) Bidder is permitted to scan bidding documents, in order to computer generate responses. Bidder shall not in any way change or alter any of the text of the document, however any necessary changes, revisions or clarifications, should be noted in parenthesis at the end of the text. If there are any discrepancies, the original County text shall prevail.

**7) BID ERRORS –** If a Bidder submits a bid with a price that is patently incorrect, such that a “reasonable person” would recognize the error, the Bidder shall be given the opportunity to withdraw the entire bid or only the incorrect line item in a bid. If the Bidder wishes to withdraw the entire bid or only a line item, the Bidder shall, within five working days of bid opening, state in a letter to the County the reason for the mistake and request that the County not consider the bid or line item for award.

**8) SPECIFICATION ERRORS AND BULLETINS (AMENDMENTS) -** If any alleged errors are noted in the bid specifications, bidder should immediately notify the County and, if confirmed, a bulletin shall be sent to all bidders. A copy of all bulletins issued shall be submitted with the bid documents to the County

**9) CLARIFICATION –**The County reserves the right to request clarification of any bid before bid award.

**10) BID PRICES HELD -** Contracts shall be awarded within ninety (90) days of the bid opening unless an extension is agreed to, in writing, between the bidder and the County.

**11) ASSIGNMENT -** Bidder shall have no right or power to assign or delegate any rights or duties pursuant to this Agreement without the prior written permission of the Chief Purchasing Officer. Any assignment or delegation so permitted shall be subject to all the terms, conditions and other provisions of this Agreement, and bidder shall remain liable to the County with respect to each and every term, condition and other provision hereof to the same extent that bidder would have been obligated if no assignment or delegation had been made.

**12) QUALIFIED BIDDERS -** All bidders must be merchants dealing in the goods and services on which they bid, and must be qualified to advise as to their application and use. Bidders warrant, and must be able, upon request, to demonstrate, that they possess the knowledge, experience, skill, capital, stock, charters, licenses, permits, patents and personnel necessary to satisfactorily perform the contract for which they submit bids.

**13) SAMPLES**

- a) By submitting a bid, the bidder agrees to deliver to the County, at the County’s request and at no cost to the County, samples of any or all items upon which the bidder bid. Said samples shall not be returned to the bidder. Inspection or testing by the County does not constitute a waiver of any claims or rights which the County otherwise would have with respect to the quality of goods or workmanship. County shall specify the quantity of samples. If bidder inadvertently provides an incorrect sample or otherwise wishes to exchange the submitted sample with a correct sample, the bidder shall provide a detailed written explanation to the County and have a legitimate reason for the exchange. The bidder shall have only one opportunity to perform such an exchange.
- b) County, at its sole discretion, shall have the right to arrange for testing of samples to determine whether they are within bid specification. County shall indicate to bidder that it desires testing and advise which samples are to be tested and for what purpose. The following additional guidelines shall be followed:

- (1) Laboratory/testing facility used shall be pre-approved by County;

- (2) Suppliers shall be solely and fully responsible for the expenses of testing regardless of whether or not the tested sample(s) meets specification;
- (3) County and bidder shall immediately communicate upon County's request for testing to determine which laboratory/testing facility shall be used, as well as the time frame in which tests are to be conducted and reported to County;
- (4) The laboratory which tests the samples shall report its results directly to both County and bidder.

- 14) **PRE-PRINTED TERMS AND CONDITIONS** – Bidder's pre-printed Terms and Conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidder's specifications material and contract documents shall be disregarded and have no effect
- 15) **NEW MATERIAL** - Unless otherwise provided in the specifications, all goods to be supplied to the County shall be from new, unused, current stock.
- 16) **ESTIMATED QUANTITIES** - Unless otherwise provided in the specifications, any references in the specifications to quantities of goods or frequency of services to be provided to the County are estimates, and the County reserves the right to require the successful bidder to provide more or less than the estimated quantity or frequency, or to purchase none at all.
- 17) **DELIVERY POINT** - Unless otherwise provided in the specifications, the goods and services to be delivered or provided shall be delivered to or provided at any place or places within Allegheny County, Pennsylvania, which the County may designate. All deliveries are to be F.O.B. point of delivery.
- 18) **DELIVERY TIME** - Unless otherwise provided in the specifications, the successful bidder shall provide all goods and services within thirty (30) days from the date of the County's request therefore.
- 19) **FIRM, FIXED PRICING** - Unless otherwise provided in the specifications, all prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected if such provisions are not consistent with a common standard against which all bids may be judged. In arriving at the bid price, the bidder shall take into consideration all discounts for cash and all other credits and allowances. Any discount or other uncalled for allowance quoted will not be considered in making the award and may be the cause for the rejection of the bid.
- 20) **PROMPT PAYMENT DISCOUNT** –
  - a) Unless otherwise specified in this solicitation, prompt payment discounts requiring payment in fewer than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
  - b) In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the supplier does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.
  - c) For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.
- 21) **LATE INVOICES** – For any award resulting from this invitation for bid, bidder shall submit invoices to the County within 90 days of delivery of goods or completion of services. County reserves the right to reject and not pay any and all invoices that are submitted more than 90 days after delivery of goods or completion of services.
- 22) **PRICE EXTENSION DISCREPANCIES** - In case of discrepancy between the prices listed by the bidder for separate items or single units, and the total price, the item or unit prices shall prevail.
- 23) **TAX EXEMPT** - The County is exempt from Federal excise taxes, transportation taxes and state sales taxes. Therefore, bidder should not include any such taxes in its calculations or in the prices bid.
- 24) **CONFORMANCE TO SPECIFICATIONS** - Bidder agrees and warrants that whenever the bidder, in its Bid, describes goods by trade name, catalog number, or "as per sample", the goods so described conform to the specifications. The unauthorized use of any patented articles is done entirely at the risk of the successful bidder.
- 25) **AWARD CRITERIA AND BASIS FOR REJECTION** - Unless otherwise provided in the specifications, the County may award on an item-by-item basis, on a lump sum basis or on a combination of items basis, whichever is in the best interest of



the County. The successful bidder shall be the lowest responsible, responsive bidder meeting specifications, with full consideration of cost, quality and performance. Such considerations may include, but not be limited to: superior product quality or functionality; demonstrated experience and whether the bidder can perform the contract or provide the service promptly or within the time specified without delay or interference; the quality of performance of previous contracts or services; the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; special skills; staff training and financial strength. The Chief Purchasing Officer reserves the right to award on a "multiple-criteria" or "best-value" basis.

- a) The County reserves the right to reject the bid of any bidder who has previously failed to perform satisfactorily any obligations to the County or is otherwise deemed not to be a responsible bidder.
- b) The County reserves the right to reject all bids, if it determines that such rejection is in the best interest of the County.

**26) PIGGYBACKING** - It is understood that the goods and services described in the specifications may be purchased by the County and any other municipal bodies as set forth in the specifications and bidder agrees to supply the goods and services to the municipal bodies on the same terms and conditions as if they were to be supplied to the County. To the extent that the municipal bodies purchase goods or services, then the municipal bodies, and not the County, shall be liable to the bidder.

**27) SOLICITATION ONLY** – This Invitation for Bid is a solicitation only and is not intended to be nor should it be construed to be an offer to enter into any contract or other agreement.

**28) WORKMEN'S COMPENSATION ACT** - Bidder agrees, in any contract involving construction or doing any work involving construction or doing of any work involving the employment of labor, to accept the provisions of the Workmen's Compensation Act and any reenactments, supplements or amendments thereto and shall insure his liability there under or file with County a certificate of exemption of insurance from the Department of Labor and Industry of the Commonwealth.

**29) FATAL BID ERRORS** – The following errors shall be deemed fatal and render the bid void:

- a) Failure to sign the bid, or bond or both,
- b) If the signatures are those of unauthorized persons, or
- c) If there is no stated pricing.

All other errors are waivable at the sole discretion of the County if such errors would not invalidate a fair and just competitive bidding procedure free of favoritism and fraud and a common standard for all bidders.

**30) BID AND PERFORMANCE BONDS** - Whenever a bid bond or performance bond is required, the bidder may meet the requirement by submitting an acceptable cashier's check, certified check, banker's check or an irrevocable letter of credit in the amount required. Whenever a performance bond is required, the successful bidder shall keep all provisions and requirements of the bond up-to-date throughout the term of the contract.

**31) MBE AND WBE CONSIDERATIONS** - In accordance with Section 911.03 C. of the Allegheny County Administrative Code, the County wishes to contract with and asks that, unless otherwise prohibited in the specifications, its bidders consider contracting with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Bidders may take necessary steps to ensure that MBEs and WBEs have an opportunity to compete for and perform contracts. Bidders are encouraged to contact the Allegheny County Department of Minority, Women and Disadvantaged Business Enterprises at 412-350-4309 or review the web site at [www.county.allegheny.pa.us/mwdbe/index.asp](http://www.county.allegheny.pa.us/mwdbe/index.asp) for assistance in identifying qualified MBE and WBE firms.

**32) CONTRACT** - By submitting a bid, the bidder warrants that if the County makes an award to the bidder, bidder shall, at the option of the County, enter into a written contract with the County. This contract shall consist of the terms and conditions set forth in the Bid, Bulletins (if applicable), specifications, and these General Conditions and Instructions to Bidders. If no bid bond or substitute is required and bidder fails or refuses to execute the required documents within thirty (30) days after award by County, bidder shall pay to the County the difference in the amount specified in bidder's bid and the amount County shall pay to fulfill the specifications.

**33) INELIGIBLE SOURCE LIST** – In accordance with Section 3.7 of the Allegheny County Purchasing Manual, the Chief Purchasing Officer has established an Ineligible Source List. The following may be reasons to place a company on the

Ineligible Source List:

- a) Any company who submits a bid or proposal in bad faith,
- b) Any company who willfully or repeatedly breaches a contract with the County,
- c) Any company who refuses to accept an award, or
- d) Any supplier who has established a pattern or practice of unethical or immoral business practices.

34) **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, shall be used or supplied in the performance of the contract.

35) **BRAND NAME OR EQUAL ITEMS** – Unless otherwise provided in the specifications, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

36) **"BUY AMERICAN" POLICY** – As required in Section 911.03 C. of the County Administrative Code, for the purchase or procurement of materials, supplies, furnishings, equipment or other personal property and non-professional services, the guideline to govern the County's "Buy American" policy is:

Purchases shall consist of raw materials mined or produced in the U.S., or manufactured items that are made in the U.S. from materials or items mined, produced or manufactured in the U.S.

Exceptions to the "Buy American" Policy are:

- a) If the items are not available in the U.S. in commercial quantities of good quality,
- b) If the cost of the domestic items is unreasonable, which shall be if the cost of the domestic items is greater than two percent more than the cost of comparable foreign items, unless for a particular purchase, two percent represents a nominal amount,
- c) If a purchase has a value of \$30,000 or less,
- d) If the Chief Purchasing Officer decides that it is in the County's best interest to waive the "Buy American" policy.

37) **FORCE MAJEURE** – Neither bidder nor the County shall be held responsible for losses resulting if the fulfillment of any terms or provisions of an award resulting from this invitation for bid is delayed or prevented by unforeseeable causes including but not restricted to Acts of God, restraint of Government, 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.

38) **INDEMNIFICATION CLAUSE** –

- a) Bidder agrees to protect, defend, indemnify and hold harmless the County, its Chief Executive, Manager, Directors, Officers, agents, and employees from and against any and all liability, damages, claims, suits, liens and judgments of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or for damage to the property of any person or persons, caused by or arising out of any activity undertaken pursuant to any agreement resulting from this solicitation. Bidder further agrees to protect, defend, indemnify and hold harmless the County from and against any claims or liability for compensation under the Workmen's Compensation Act arising out of injuries sustained by any employees of contractor or of any licensees, contractors or sub-contractors of contractor. Bidder's obligations to protect, defend, indemnify and hold harmless, as set forth in this Paragraph, shall include any and all attorneys' fees incurred by the County in enforcing and/or obtaining compliance with the provisions of this Paragraph.
- b) Bidder shall give to County prompt and timely notice of any claims made or suits initiated which in any way directly or indirectly, contingently or otherwise, affect or might affect the County, and each party shall have the right to compromise and defend the same to the extent of its own interest.

39) **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) RECIPROCAL ASSURANCES**

Pursuant to Federal Regulations promulgated under the authority of the Health Insurance Portability and Accountability Act

of 1996, *Standards for Privacy of Individually Identifiable Health Information*, 42 C.F.R., Parts 160 and 164, hereinafter "Regulations", the Parties understand and agree that based upon the duties and responsibilities entered into under this agreement, the definition of "Covered Entity" and "Business Associate" as defined in the above cited act may apply to either or both Parties.

If and when Personal Health Information is exchanged between the Parties and one party is acting as a Business Associate to a Covered Entity the following will apply:

In furtherance and compliance with the above, the Parties agree as follows:

General Duty of Confidentiality Business Associate hereby agrees that it will not divulge, disclose, or communicate in any manner any Protected Health Information to any third party without the prior written consent of Covered Entity and, where required, the client. Business Associate will protect all such information and treat it as strictly confidential. Business Associate agrees to abide by the requirements of 42 C.F.R., Parts 160 and 164, *Standards for Privacy of Individually Identifiable Health Information*. Any violation of this paragraph shall be considered a material breach of this Agreement.

Use and Disclosure of Protected Health Information Business Associate is hereby permitted to use or disclose Protected Health Information for the proper management and administration of Business Associate's business, and/or to carry out the legal responsibilities of the Business Associate. Proper management and administration of Business Associate's business does not include the use of Protected Health Information, or the identity of Kane's clients, for solicitation, marketing, fundraising, or other non-necessary purposes. Should Business Associate at any time disclose to a third party Protected Health Information for its proper management and administration, or to carry out its legal responsibilities, Business Associate agrees to obtain reasonable assurances from that third party of the following: (1) that the third party will hold the disclosed Protected Health Information confidentially and only use or disclose the information as required by law or for the purpose for which it was properly disclosed to the third party; and (2) that the third party will immediately report in writing to Business Associate any instances of a breach of confidentiality of which the third party is aware.

Appropriate Safeguards Business Associate agrees to maintain and use appropriate physical, technical, and administrative safeguards to prevent the use or disclosure of any Protected Health Information, including the identities of clients, other than as provided for by this Agreement. Such safeguards must be in place at all times for the protection of Protected Health Information that is maintained both in electronic and paper forms. Business Associate further agrees to maintain and use appropriate safeguards to prevent the improper disclosure of such information in the form of oral communications.

Agent and Subcontractors Business Associate hereby agree to ensure that any agent or subcontractor agrees to the same restrictions and conditions under this Agreement that apply to Business Associate with respect to such Protected Health Information.

Reporting of Improper Uses and/or Disclosures Business Associate agrees to immediately report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information and/or the identity of Covered Entity's clients of which it becomes aware, which is not permitted pursuant to this Agreement or pursuant to the Regulations.

Availability of Information Maintained by Contractor Business Associate hereby agrees to make available any of Covered Entity's Protected Health Information, immediately upon Covered Entity's request, for purposes of ensuring the right of access of clients to their own health information.

Amendments Business Associate shall make available to Covered Entity, upon request, any Protected Health Information for which Covered Entity has agreed to make and/or has made any amendments. In such cases, Business Associate agrees to incorporate all such amendments made by Covered Entity, to the information maintained by Business Associate.

Accounting Business Associate shall maintain appropriate records of all disclosures of Protected Health Information made to third parties in sufficient form to allow for an accounting of disclosures to properly be generated pursuant to the Regulations. Upon request of Covered Entity, such records shall be made available by Business Associate to Covered Entity for purposes of providing an accounting of disclosures pursuant to the Regulations.

Availability of Internal Practices, Books, and Records Business Associate hereby agrees to make all of its internal practices, books, and records relating to the use and disclosure of the Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health & Human Services, or its agent, upon the request of either the Secretary of the Department of Health & Human

Services or Covered Entity, for purposes of determining whether Covered Entity is complying with the above-referenced Regulations.

Maintenance of Protected Health Information Upon Termination of Agreement Upon the termination of this Agreement for any reason, Business Associate shall return to Covered Entity all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, retaining no copies of any such information. In the alternative, upon the termination of the Agreement, Business Associate, with the consent of Covered Entity, may choose to destroy all Protected Health Information, retaining no copies of such information, so long as a Certificate of Destruction, including the date of destruction, manner of destruction, and name, title and signature of the authorized agent of the Business Associate completing such destruction is immediately provided to Covered Entity. Such destruction must be performed in such a way that no readable or otherwise interpretable portion of the information continues to exist. If Business Associate believes that such a return or destruction is not feasible for any reason, Business Associate must contact Covered Entity to discuss the reason that return or destruction is not feasible and the extension of the protection of the Agreement to this information with the limitation of further usage and disclosures.

Confidentiality Business Associate agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosures. In addition, Business Associate agrees to guard the confidentiality of resident information. Access to all individually identifiable information relating to residents that is obtained by Business Associate shall be limited by Business Associate to persons or agencies that require the information in order to perform their duties in accordance with this contract, and to such others as may be authorized by Covered Entity in accordance with applicable law.

No other party shall be granted access to confidential information unless the party complies with the requirements of Federal and State laws and regulations pertaining to such access. Covered Entity shall have absolute authority to determine if and when any other party has properly obtained the right to have access to this confidential information. Nothing herein shall prohibit the disclosure of information in summary, statistical, or other form that does not identify particular individuals. Business Associate shall retain the right to use information for its Quality Improvement/Assurance and/or Utilization Management programs, subject to the requirements of this clause.

Business Associate agrees to take reasonable steps to ensure the physical security of data under its control, including, but not limited to: fire protection; protection against smoke and water damage; alarm systems; locked files; guards or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access; limited access to input documents and output documents; and design provisions to limit use of resident names.

Business Associate agrees to inform each of its employees having any involvement with personal data or other confidential information, whether with regard to design, development, operation, or maintenance, of the laws and regulations relating to confidentiality.

Upon the termination of this Agreement, Business Associate may not use any such data or any material derived from the data for any purpose not permitted by law. Where so instructed by Covered Entity, Business Associate must destroy such data or material if permitted by law.

Termination of Agreement In the event of Business Associate's failure to conform to the requirements set forth in this Agreement, Covered Entity may immediately terminate this Agreement, notwithstanding provisions described elsewhere in this Agreement.

#### **40) ANTI-SWEATSHOP PROVISIONS**

By executing the bid document, the Supplier certifies that nothing has come to its attention that would lead it to believe that any of the goods or products provided herein were made under sweatshop conditions, as defined by Part 9, § 5-903.02 as amended, of Article 903 of the County's Administrative Code (Ordinance Number 08-07-OR)

If the County is presented with information that would lead the County to reasonably believe that the Supplier or its suppliers may be obtaining goods or products for sale, re-sale, lease or rental to the County that were made under sweatshop condition, upon request of the County, the Supplier shall disclose information, data and materials reflecting Supplier's practices as they pertain to the procurement and manufacturing of goods/products in compliance with the Anti-Sweatshop provisions of the County's Administrative Code.

#### **41) EXAMINATION OF FINANCIAL RECORDS**

Bidder/Contractor shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Bid/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 County funding has been provided under the provisions of this Bid/Agreement. The Bidder/Contractor shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Bidder/Contractor shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Bidder's/Contractor's books, records, program and financial records, documents and other evidence pertaining to services provided under this Bid/Agreement shall be preserved and made available for a period of three (3) years following the termination of this Bid/Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Bidder's/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 Bidder/Contractor, to the County's sole satisfaction, within thirty (30) days after the Bidder's/Contractor's receipt of written notice of such deficiencies. Failure of the Bidder/Contractor to comply with the provisions set forth in this paragraph may constitute a violation of this Bid/Agreement and, at the County's sole discretion, may result in the County withholding future payments.