



**2019 Structure Rehab & Renovation Contract Between Mele & Mele & Sons, Inc. and the
City of Pittsburgh; and Associated 1-Year Extension**

Pittsburgh, PA

HWY22MH003

(67 pages)

DEPARTMENT OF CITY CONTROLLER
CONTRACT SUBMISSION FORM

ID PROOF SHOWN SUPP/REVISION# _____

VENDOR NUMBER 518678 CONTRACT NUMBER 52960

CONTRACT DATE 7-2-19 CONTRACT TYPE SERVICE

CONTRACTOR MELE & MELE & SONS, INC.

CONTRACT FOR STRUCTURE REHAB & RENOVATION

DURATION OF CONTRACT 6-1-19 TO 5-31-21* RESOLUTION/ORDINANCE RS-874-18 ON FILE

ITEM	COST/JOB	COST ESTIMATE	RESERVE
	<u>VARIOUS</u>	\$ _____	\$ <u>MEMO</u>
		\$ _____	\$ _____

PROPERLY SIGNED YES ADVERTISEMENT DATE _____
SPECS ATTACHED YES AWARDED TO LOW BIDDER YES
COPY RES/ORD ATTACHED NO NUMBER OF BIDS³ _____
HOME RULE CHARTER YES IF NOT LOW BIDDER, WHY? _____

<u>BONDS</u>	<u>AMOUNT</u>	<u>COMPANY</u>
BID _____		

PERFORMANCE _____

LABOR & MATERIAL _____

POWER OF ATTORNEY ATTACHED YES
BONDS PROPERLY EXECUTED YES
WORKMEN'S COMP INSURANCE YES EXPIRE 7-1-19 TO 7-1-20
LIABILITY & PROPERTY INS. YES EXPIRE 7-1-19 TO 7-1-20
AUTOMOBILE INSURANCE YES EXPIRE 7-1-19 TO 7-1-20
EXCESS LIABILITY INS. N/A EXPIRE _____
PROFESSIONAL LIABILITY INS. N/A EXPIRE _____
RETAINAGE _____ PERCENTAGE _____
STATEMENTS OF AFFILIATIONS YES

APPROVED BY CITY SOLICITOR YES SWEATSHOP REGULATIONS YES
APPROVED BY ASS'T CITY SOLICITOR YES DEPARTMENT AFFIDAVIT YES
SIGNED AND ATTESTED BY MAYOR NO AWARD JUSTIFICATION N/A

DIRECTOR OR DIRECTORS PROCUREMENT

DOES CONTRACT PLACE ANY DUTIES ON CONTROLLER? NO

COMMENTS *(2) 1 YEAR OPTIONS TO RENEW/FIFB19000173

CONTRACT AUDITOR MICHAEL W. BROZ



Solicitation # FIFB19000173

Articles of Agreement

MADE THIS 11th DAY OF July, 2019

BY AND BETWEEN

The CITY OF PITTSBURGH, a municipal corporation of the COMMONWEALTH OF PENNSYLVANIA, (referred to herein as "the CITY").

AND

CONTRACTOR'S NAME: Mele & Mele & Sons Inc

CONTRACTOR'S ADDRESS: One Mele Place, Braddock, PA 15104

Hereinafter referred to as "Contractor"

FOR

All products and/or non-professional services as solicited under FIFB19000173, the details of which are attached as Exhibit A. Contractor hereby agrees to all terms and conditions set forth in that document.

Additional Exhibits are as follows:

- Exhibit B Affidavit of Debarment
- Exhibit C Statement of Affiliations
- Exhibit D Vendor Contact Sheet
- Exhibit E Certificate of Insurance

AUTHORIZING RESOLUTION: This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 874 effective December 18, 2018.

TERM OF AGREEMENT: The term of this Agreement shall commence on June 1, 2019 and shall last through May 31, 2021 with two, one-year options to renew.



Solicitation # FIFB19000173

IN WITNESS, WHEREOF, the parties have duly executed this, on the day and year first above written.

CONTRACTOR

[Redacted Signature]

Signature of Company Officer

Anthony W. Mele

Name

President

Title

[Redacted Signature]

Witness

Denise DePalma

Name

CITY OF PITTSBURGH

[Redacted Signature]

Director, Office of Management & Budget

Jennifer Obinger

Name

[Redacted Signature]

Witness

David Johnston

Name

Examined by:

[Redacted Signature]

Assistant City Solicitor

Approved as to Form:

[Redacted Signature]

City Solicitor

52960

The liability of the city of Pittsburgh under the terms of this contract is expressly limited to the amount of money which shall be appropriated from time to time by the City for the payment thereof and it is not a binding contract until a condition is fulfilled.

This Contract is countersigned subject to the foregoing condition.

City Controller [Redacted Signature]

(By: Controller or Deputy to the Controller)

7-11-19

COUNTERSIGNED



CITY CONTROLLERS OFFICE

2019 JUL -1 AM 10:47

RECEIVED



EXHIBIT A

City of Pittsburgh

Solicitation# FIFB19000173: Structure Rehab and Renovation

General Header Information

No. FIFB19000173
Title: Structure Rehab and Renovation
Type: Formal Public Formal Invitation for Bid (FIFB)
Start Date: April 02, 2019 at 10:00:00 AM EDT
End Date: May 16, 2019 at 3:00:00 PM EDT
Collaboration Start Date:
Collaboration End Date:
Estimated Total Value:
Description: The City of Pittsburgh, Office of Management and Budget, is soliciting bids for Structure Rehab and Renovation. Period of Contract Date of June 1, 2019 through May 31, 2021, with Two, One-Year Options To Renew.
Delivery Terms: Free On Board Destination
Payment Terms: Net 45 Days
Contact Information: City of Pittsburgh
Kathy Nieves
414 Grant Street Office of Management and Budget City-County Building
Room 502 Pittsburgh PA, 15219 United States
[REDACTED]
Contact Details: If you have any questions, Please contact:
Kathy Nieves
414 Grant Street Office of Management and Budget City-County Building
Room 502 Pittsburgh PA, 15219 United States
[REDACTED]
Selected Categories: Structures and Building and Construction and Manufacturing Components and Supplies (30000000)
Building and Facility Construction and Maintenance Services (72000000)

Detailed Scope of Contract**Contract Payment Terms**

- The City of Pittsburgh Bid and General Contract Conditions shall govern unless noted otherwise.
- Payment to the Contractor shall be based on the aggregate of those items computed from rates indicated herein. Invoices shall be submitted directly to the Department placing the order.
- Note: The Department of Mobility and Infrastructure's invoice forms will be supplied to the awarded vendor.

Purchasable Items

- Pennsylvania Department of Transportation Specifications, Supplemental Specifications, Bulletins, Publications, or Standard Drawings listed or referred to in this solicitation are available online at <http://www.dot14.state.pa.us/ECMS>
- City Standards are available for purchase upon request from the City of Pittsburgh, Department of Mobility and Infrastructure (DOMI), Room 301 City-County Building, Pittsburgh, Pennsylvania, 15219, telephone 412-255-8859.

PROPOSAL, TIME, AND MATERIAL BASIS**Personnel**

- If off-duty police officers are required by the City for traffic control, the documented charges will be reimbursed by the City. Contractor must, at a minimum, adhere to the pay scale of the then-current Fraternal Order of Police Lodge #1 contract. The Director, DOMI, or his/her designee must approve the use of City of Pittsburgh Police Officers in advance.
- All trade rates per hour must be bid. It is not necessary for the bidder to have all trades that may be utilized on payroll at the time of bid. Only time at the jobsite, recorded on the inspector's daily logs, will be considered billable hours.

Notes

- Minor consumables (including nails, drill bits, saw blades, tie wire, weld rods, bottled gases, safety equipment, etc.) shall be considered incidental to all labor rates bid.
- The Contractor is required to utilize the least expensive means to get equipment and/or materials to the site. The maximum amount of money to be paid for delivery of materials and/or equipment to the site will be determined as the customary delivery charge(s) of a nearby material and/or equipment supplier. If a supplier's written delivery cost quote is less than a Contractor's invoice for delivery charges based on labor and equipment time, the written delivery cost quote will supersede the Contractor's time and equipment charge(s).

Location

	<p>•The scope of work contemplated by the City of Pittsburgh includes bridge preventive maintenance, bridge maintenance and repair at various locations throughout the City. The Director, DOMI, or his/her designee reserves the right to choose the locations and between what points the Contractor shall work. Site work shall vary from project to project; thus, the size, shape, and quantities of work shall vary accordingly.</p> <p>Suppliers</p> <p>•All suppliers for items constructed in accordance with this contract must be approved by the Director, DOMI, or his/her designee. It can be assumed that all suppliers listed in Penn DOT Bulletin 15 will be approved.</p> <p>Specifications</p> <p>•This bid proposal is made under, subject to, and governed by specifications Publication 408, dated 2016, of the Pennsylvania Department of Transportation (PennDoT), to which the following special provisions and supplemental specifications are made a part thereof:</p> <ul style="list-style-type: none"> •All supplements of PennDoT Publication 408, dated 2016 and effective through 2020, are incorporated by reference. •All work done and materials furnished under this contract shall be in accordance with the Contract Plans, the contract Terms and Conditions, and the Standard Specifications for Materials and Construction dated November 1938, together with Supplements and Revisions thereto dated March 1962; Specifications for Painting of Bridges and Various Steel Structures (Handrail) dated November 1970; also, Current Standard of Construction of the City of Pittsburgh, and PennDoT's Publications 68, 203, 408, including all current supplements to the referenced PennDoT publications located on the ECMS website. The basis of payment in all instances is governed by the General Contract Conditions and these General Provisions and Special Provisions. <p>Initiating the Work and Closeout</p> <p>•Non-Urgent – When immediate action is not called for, the Department will issue a written request for proposal under the Director, DOMI, or his/her designee's signature. After verbal or written consultation to clarify scope-of-work questions, the Contractor will respond within 14 days with a written proposal with a not to exceed price based on rates established in this bid. Upon review and approval of the proposal, the Department will issue a written notice to proceed, under the Director, DOMI, or his/her designee's signature. The Contractor is to initiate work within 15 days of the notice to proceed unless otherwise directed by the Director, DOMI, or his/her designee. No work or costs are to be incurred until a written notice to proceed is issued.</p>
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	<p>•Urgent – When the Director, DOMI, or his/her designee, Project Engineer, Project Manager, determine that immediate action is required that does not permit the sequential issue of written request for proposals, proposals and notices to proceed; a verbal proposal for work will be formulated between the Project Manager and the Contractor followed by a verbal notice to proceed for the immediate work needed to address the problem. Payment for urgent work is to be based on PennDOT’s 408 Section 110.03(d) Force Account Work. The Contractor is to draft a written proposal, and submit to the Project Engineer outlining all of the work to be performed and associated costs within five days of the verbal and/or written notice to proceed. The Department will review the proposal and issue a written approval and official notice to proceed. Urgent work is to supersede non-urgent work in terms of schedule and resources.</p> <p>Aggregate Restriction</p> <p>•Do not use slag as sub-base, coarse aggregate for pipe trench backfill, selected borrow excavation, structure backfill or any item where the aggregate is directly below pavement of any type, unless otherwise indicated.</p> <p>Use of City Water</p> <p>•Obtain a permit (free of charge, if a City capital project) from the Pittsburgh Water and Sewer Authority (PWSA) to access city water. Access may be either by attachment to fire hydrant or by ferrule and meter, from the PWSA Meter Shop. When a job is of sufficient size, the Contractor may elect to have a meter installed. Should he/she desire attachment to a fire hydrant, the following instructions will govern:</p> <ul style="list-style-type: none"> •Obtain the number and location of a fire hydrant. •Estimate the quantity of water to be used to the Pittsburgh Water & Sewer Authority, permit counter. •For a security deposit, obtain a special fire hydrant wrench. •Supply a reducer and valve at his own expense. •Use a valve for turning on or off during working hours. •At night, remove the entire connection from the fire hydrant and leave it in condition for its proper use. •The PWSA Meter Shop reserves the right to refuse a fire hydrant permit to any Contractor in arrears to the PWSA, or, in freezing weather. <p>Environmental Control</p> <p>•Water Pollution Control</p>
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•The Contractor shall comply with the requirements of Title 25 -- Rules and Regulations, Part L--Department of Environmental Resources, Sub-Part C -- Protection of Natural Resources, Article II -- Water Resources, Chapter 102 -- Erosion Control. In case of conflict between these requirements and Pollution Control laws, rules and regulations of other Federal, State or Local Agencies, the Contractor shall comply with the more restrictive laws, rules, or regulations. The Contractor shall take all necessary precautions and conduct operations in such a manner as to minimize water pollution.

•Air Pollution Control

•The Contractor shall comply with Allegheny County Department of Health Rules and Regulations Article XXI adopted February 1, 1994, for air pollution control compliance.

•Dust Control

•All necessary precautions will be taken and operations will be conducted in such a manner so as to minimize dust pollution of the areas adjacent to the construction. The Contractor shall make available and use suitable sprinkler equipment at all times when there is possibility of creating dust and at such other times as may be directed. Dust control will not be limited to the immediate areas where construction operations are in progress but will be extended to and will include all areas covered by the contract work. Dust control measures shall be applied throughout the project area as directed at no additional payment.

•Noise Control

•Every effort and means possible will be used with the least possible noise caused by operations. Working machinery and equipment designed to operate with the least possible noise will be required, including the use of shields, soundproof housings, enclosures, or other physical barriers to restrict the transmission of noise. When gearing is used, it shall be of a type designed to reduce noise to a minimum. Compressors shall be equipped with silencers on intake lines. Gas- or oil-operated equipment shall be equipped with silencers or mufflers on intake and exhaust lines. Air- and gas-driven saws will not be permitted. Wherever practicable, electricity will be used for power to reduce noise, unless otherwise stipulated in these specifications. Where required by agencies having jurisdiction, certain noise-producing work shall be performed during other than regular working hours or at specified periods only.

•The contractor shall restrict noise to the following allowable sound levels in commercial areas, from 7:00 A.M. to 7:00 P.M., Monday through Saturday (except legal holidays):

•Stationary Construction Equipment-75 dBA

•Mobile Construction Equipment-85 dBA

•For impulse and impact noise of duration less than one second, a peak sound pressure level of 140 dBA shall not be exceeded. Sound levels for employee noise exposure at the employee's normal workstation shall not exceed the following limits:

Exposure Hours Per Day	Sound Level (dBA)
8	90
6	92
4	95
3	97
2	100
1-1/2	102
1	105
1/2	110
1/4 or less	115

•When, in the opinion of the Director, DOMI, or his/her designee sound levels are excessive, the Contractor shall restrict the noise or provide testing showing his conformance to the sound levels specified herein.

•Should testing be provided, the Contractor shall furnish testing as follows:

•Sounds measurements shall be obtained on the A weighing scale of general purpose sound-level meter conforming to ANSI A1.4 set at fast response

•The Contractor shall measure sound levels for public noise exposure due to construction at the closest point adjacent to the site in normal use by the public while construction work is in progress, and 3' to 6' from building lines affected by noise.

•Sound measurements for impulse and impact noise shall be measured on the C level meter set at fast response at the employee's normal workstation.

Explosives

•The Contractor shall not use explosives.

Anticipated Notice to Proceed Date

•The anticipated noticed to proceed date on maintenance projects will be determined by the Department on a per project basis.

Details and Dimensions

•The details shown on the Contract Plans were made to conform to existing measurements with the idea of making the material fit the situation as it exists in the field. It is the Contractor's responsibility to verify the dimensions in the field and make the necessary adjustments to insure the correct fit of the material.

Utility Notification

•Verify and locate all existing utilities prior to starting work, and conduct operations in a manner which ensures the utilities will not be disturbed or endangered and assume full responsibility for any damage to utilities during construction. Contact the Pennsylvania One Call System, Inc., at 1-800-242-1776 not less than three (3) or more than ten (10) working days before starting any earth moving or excavation.

Existing Conditions

•The Contractor shall construct the proposed work to smoothly align with existing conditions.

Access to Adjoining Property

•The Contractor shall provide suitable access to adjoining private property where, in his operations, he interfered with entrances, which existed before he began work. New entrances shall be built and maintained in a substantial and safe condition by the Contractor and be subject to the approval of the Director or his/her designee.

Night Work, City Holidays, and Weekend Work

•Do not perform any work during the above periods except when ordered by the Director or his/her designee, and/or at the request of the Contractor, with approval from the Director or his/her designee. Provide at least two (2) days' notice for such a request. Unless under emergency conditions, do not begin work before 6:30 A.M. local time.

Permits

•Contractor shall secure all necessary legal permits and licenses required for the performance of the contract and shall pay all fees and charges therefore. City will reimburse the Contractor for all fees and permits issued by other agencies at cost, with no markups or profit added. The City will waive fees and charges normally associated with City permits or required by any of its Departments or subdivisions.

Liquidated Damages

•The Required Completion Date is defined as the date on which all physical work is to be completed. For each day that any physical work remains uncompleted after the required completion date, the sum of \$200.00 per day will be deducted from money due, or to become due. This deduction will not be as a penalty, but as Construction Engineering Liquidated Damages.

Payment for Incidental Work

•The following work is considered incidental to the items of work identified and will not be paid separately. Work specified as "incidental" for a contract item is to be considered as an additional obligation to the other work required for the item(s). This incidental work is not payable directly, but is to be considered included in the contract price for the item(s) of work specified.

Work	Incidental To
Mobilization	All items & rates bid
Engineering Services	All items & rates bid
Saw cutting, full depth	All items & rates bid
Protection of existing, new, and temporary utility services	All items & rates bid
Resetting of temporary concrete barriers	Temporary concrete barriers
Bonds and insurance	All items & rates bid
Access to work areas and permits	All items & rates bid
Access to adjoining property	All items & rates bid
Disposal of materials in an acceptable manner	All items & rates bid
Excavation for sidewalk, sidewalk sub-base, and curb	All items & rates bid
Seeding/mulching of disturbed areas	All items & rates bid
Backfill all new and existing structures (as required)	All items & rates bid
Construction staging/storage area	All items & rates bid
Bituminous joint and edge seal	Bituminous items
Backer rod material	Joint sealing items
Tape bond breaker	Bituminous items
Provide concrete testing equipment and adequate concrete cylinder molds for testing purposes	Concrete items
Welding, bolts, nuts, washers, and associated paint repairs	All steel items

PREFACE TO CONTRACT SPECIAL PROVISIONS

•Pennsylvania Department of Transportation's Publication 408, dated 2016, and the City of Pittsburgh's Standard for Construction, dated 1938 and revisions thereto, will be the basis for construction specifications for the pay items contained in this contract. Publication 408 is broken down into section groups that contain similar types of work. The sections of Publication 408 generally contain:

- Description of the work to be done
- Material to be used for the project
- Construction methods to be followed
- Measurement and Payment to clarify the unit of measure and method of payment for the work item

- Section references and specific paragraph references correspond to Publication 408. Notations indicated as “add the following,” “revise as follows,” or other similar notations mean that the referenced section or paragraph in Publication 408 is being modified by adding, revising, or as otherwise stated.
- The PennDOT Item Numbers in the description refer to the section number in Publication 408 that provides the corresponding specification for the work. In this case, the PennDOT standard specifications govern the work that is to be performed. When the first four digits of the item number begin with a “4”, “5”, or “9,” the work is governed by the special provision. Special provisions to PennDOT Item Numbers can be referenced electronically via the ECMS website by clicking on “Construction Projects” then “Resources” then “Special Provisions.”
- Each PennDOT Item Number has a corresponding City Number that may indicate special provisions for the City of Pittsburgh.
 - City Numbers that differ from Publication 408 refer to the specific section number and list any modifications necessary to properly specify requirements for the item of work.
 - The following tables identifies the corresponding Publication 408 pay item number prefix from which the City Number is derived:

City Number Prefix	PennDOT Item Number Prefix
4201	0201
4204	0204
4469	0469
4627	0627
4630	0630
5008	1008
5026	1056
5040	1040
9051	1051
5056	1056

- All labor, tools, machinery and materials required to complete the items of work shall be included in the Submitted Price Bid on each item of work, except as noted in the special provisions for Line Item 53- Fabricated Structural Steel, Modified.

ITEM DESCRIPTIONS

Line Item 1-Clearing and Grubbing

- Construction – Section 201.3
 - Revise last paragraph completely to read:

	<ul style="list-style-type: none"> •Dispose of material off the project site in a legal dumpsite, unless otherwise specified. Do not burn these materials in an open fire within the City of Pittsburgh limits. Comply with the requirements of the Air Pollution Control Act (Act 245-1972, or as amended), the Solid Waste Management Act (Act 97-1980), and the permits specified in Section 107.27(a), whichever is applicable. •Measurement and Payment – Section 201.4 <p>Line Item 6-Class 3 Special Excavation</p> <ul style="list-style-type: none"> •Description – Section 204.1 <ul style="list-style-type: none"> •Revise completely to read: <ul style="list-style-type: none"> •Excavation for removal of old foundations, all or other existing structures that might be encountered during construction. •Construction – Section 204.3 <ul style="list-style-type: none"> •Revise (b) as follows: <ul style="list-style-type: none"> •Excavate to the required limits of construction. Blasting will NOT be permitted. •Measurement and Payment – Section 204.4 <ul style="list-style-type: none"> •Revise second sentence to read: <ul style="list-style-type: none"> •No excavation below the approximate elevation indicated will be paid for, unless otherwise directed. <p>Line Item 8-Polymer Modified Asphalt Joint and Crack Sealing, Special</p> <ul style="list-style-type: none"> •Material – Section 469.2 <ul style="list-style-type: none"> •Replace in its entirety, as follows: <ul style="list-style-type: none"> •(a) Rubberized Joint Sealing Material, Urethane modified, as manufactured by Chase-Royston Corporation, Pittsburgh, PA, or equal. This work shall be in accordance with the joint sealing manufacturer's cleaning and application recommendations. •(b) Joint Backer Rod, Section 705.9 •Measurement and Payment – Section 469.4 <p>Line Item 11-Longitudinal Joint Cleaning and Sealing</p> <ul style="list-style-type: none"> •Description – Section 512.1 <ul style="list-style-type: none"> •Revise this section completely to read as follows: <ul style="list-style-type: none"> •This work is cleaning and sealing longitudinal joints in existing cement concrete pavements, approach slabs, bridge decks, and sidewalks. This work shall be in accordance with the joint sealing manufacturer's cleaning and application recommendations. <p>Line Item 13-Transverse Joint Cleaning and Sealing</p> <ul style="list-style-type: none"> •Description – Section 521.1
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	<ul style="list-style-type: none"> •Revise this section to read completely as follows: <ul style="list-style-type: none"> •This work is cleaning and sealing transverse joints in existing cement concrete pavements, approach slabs, bridge decks, and sidewalks. This work shall be in accordance with the joint sealing manufacturer's cleaning and application recommendations. <p>Line Item 14-Crack Cleaning and Sealing</p> <ul style="list-style-type: none"> •Description – Section 590.1 <ul style="list-style-type: none"> •Revise this section completely to read as follows: <ul style="list-style-type: none"> •This work is cleaning and sealing of cracks in existing cement concrete pavements, approach slabs, bridge decks, and sidewalks having an opening of 1/16" and wider. This work shall be in accordance with the joint sealing manufacturer's cleaning and application recommendations. <p>Line Item 22-Temporary End Transition, Special</p> <ul style="list-style-type: none"> •Description – Section 627.1 <ul style="list-style-type: none"> •In accordance with Section 627 and as follows: <ul style="list-style-type: none"> •This work is the furnishing and placing of pre-cast concrete end transitions. This work shall also include the resetting of these end transitions within the same project limits. Resetting of end transitions will be considered incidental to this item. End transitions placed in the field shall become the property of the City of Pittsburgh after placement. <p>Line Item 23-Temporary Concrete Barriers, Special</p> <ul style="list-style-type: none"> •Description – Section 627.1 <ul style="list-style-type: none"> •In accordance with Section 627 and as follows: <ul style="list-style-type: none"> •This work is the furnishing and placing of pre-cast concrete end transitions. This work shall also include the resetting of these end transitions within the same project limits. Resetting of end transitions will be considered incidental to this item. End transitions placed in the field shall become the property of the City of Pittsburgh after placement. <p>Line Item 24-Plain Cement Concrete Curb, City Standard, Special</p> <ul style="list-style-type: none"> •Description – Section 630.1 <ul style="list-style-type: none"> •Revise this section completely as follows: <ul style="list-style-type: none"> •This work is construction of cement concrete 24" deep curb to the City of Pittsburgh Standards. This item will also include the removal of any existing curb and the furnishing and installing of all epoxy coated reinforcement steel. •Construction – Section 630.3 <ul style="list-style-type: none"> •Amend this section to read follows: <ul style="list-style-type: none"> •As shown on the City of Pittsburgh's Standard Details of Construction for Street Pavements or in Publication 408, as directed by the Project Manager.
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	<p>Line Item 25-Cement Concrete Deck Curb, City Standard, Special</p> <ul style="list-style-type: none"> •Description – Section 630.1 <ul style="list-style-type: none"> •Revise this section completely as follows: <ul style="list-style-type: none"> •This work is construction of cement concrete deck curb to the City of Pittsburgh Standards. This item will also include the removal of any existing curb and the furnishing and installing of all epoxy coated reinforcement steel. •Construction – Section 630.3 <ul style="list-style-type: none"> •Amend this section to read as follows: <ul style="list-style-type: none"> •As shown on the City of Pittsburgh’s Standard Details of Construction for Street Pavements or in Publication 408, as directed by the Project Manager. <p>Line Item 28-Selected Borrow Excavation, Structural Backfill</p> <ul style="list-style-type: none"> •For use with Corrosion Resistant Gabions, Type B-Line Item 21 <p>Line Items 29-33-Preformed Neoprene Compression Joint Seals, Special</p> <ul style="list-style-type: none"> •Description – Section 1008.1 <ul style="list-style-type: none"> •Revise completely to read as follows: <ul style="list-style-type: none"> •This work is the removal and disposal of the existing seal in an acceptable manner, sampling and identification of seals, cleaning and preparing the surface of the existing dam, furnishing and installing a new preformed neoprene compression joint seal for bridges for the movement listed. <p>Line Items 36-43-Neoprene Strip Seals, Special</p> <ul style="list-style-type: none"> •Description – Section 1026.1 <ul style="list-style-type: none"> •Revise completely to read as follows: <ul style="list-style-type: none"> •This work is the removal and disposal of the existing seal, furnishing and installing of new neoprene strip seal for bridge joints for the movement listed. •Material – Section 1026.2 <ul style="list-style-type: none"> •Delete paragraphs (b), (c), and (d). <p>Line Items 44-46-Concrete Bridge Deck Repairs, Type 1 Special, Type 2, and Type 3</p> <ul style="list-style-type: none"> •Construction – Section 1040.3 <ul style="list-style-type: none"> •Revise section 1040.3(c)z to read as follows: <ul style="list-style-type: none"> •Type I, Patch areas of repair with modified Publication 408 AAA cement concrete as specified. <p>Line Items 47, 48-Down Spouting, 6” to 8” Diameter and 10” to 12” Diameter, Special</p> <ul style="list-style-type: none"> •Measurement and Payment – Section 1051.4 <p>Line Items 49, 50-Repairs to Down Spouting Using Fernco Coupling, 6”-8” Diameter and 10” to 12” Diameter</p>
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	<ul style="list-style-type: none"> •General <ul style="list-style-type: none"> •This work is the furnishing and installing of rubberized Fernco coupling of the size specified to repair split and misaligned seams or joints in existing galvanized steel or PVC down spouting. •Material <ul style="list-style-type: none"> •Fernco coupling or approved equivalent. •Construction <ul style="list-style-type: none"> •Contractor shall install the coupling by separating the down spouting pipe as wide as required to slip the coupling on the outside of one end of the seam, re-align the separated ends, slide the coupling over the other pipe section so that the coupling is situated roughly half-and-half, then tighten the stainless steel clamps of the coupling. •Measurement and Payment <p>Line Item 51-Clean Drainage System</p> <ul style="list-style-type: none"> •Description <ul style="list-style-type: none"> •This work is the cleaning and flushing of the existing bridge drainage system. •Construction <ul style="list-style-type: none"> •Flush and clean existing scuppers, drain boxes, and downspouting as directed. Repair damage resulting from this operation. Flush system until free flow of water is obtained. Satisfactorily dispose of material removed from the scuppers, drain boxes, and down spouting. •Measurement and Payment-Each <ul style="list-style-type: none"> •This item will be paid for each scupper or drain box cleaned. Cleaning of downspouting is incidental to the scupper or drain box to which the downspouting is attached. <p>Line Item 53-Fabricated Structural Steel, Modified</p> <ul style="list-style-type: none"> •In accordance with Section 1056, and as follows: •1056.4 Measurement and Payment – Add the following: <ul style="list-style-type: none"> •Removal of existing steel members to be replaced and surface preparation for existing steel mating surfaces is incidental to this item of work. Painting of new fabricated structural steel, primer for existing steel mating surfaces, and painting of existing steel surfaces where existing paint was removed or damaged by contractors operations is incidental to this item of work. •Due to the varying nature of steel repairs that will be required under this contract, labor and equipment used in the field to accomplish this item of work will be paid separately on an hourly basis at the established bid prices. <p>Line Items 74-83-Maintenance and Protection of Traffic During Construction</p>
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	<ul style="list-style-type: none"> •In accordance with Section 901 of PennDOT Publication 408 and as follows: <ul style="list-style-type: none"> •901.3: Construction-Modify by adding the following: <ul style="list-style-type: none"> •Submit a Maintenance and Protection of Traffic Plan for approval fourteen (14) calendar days prior to the start of construction. Indicate the schedule/sequence of construction, signing control devices, staging areas, and traffic patterns and detour routes. •Obtain all necessary permits including City Obstruction Permit. Provide the inclusive dates of work prior to the start of work. •Properly attire, equip, and train all personnel assigned flagging duties. •Erect positive pedestrian barriers to protect all excavated areas. When normal pedestrian pathways, street crossings, etc., are disrupted, establish alternative pathways/crossings; protect them with handrails, non-skid surfaces, appropriate signs, markings, and other devices. Coordinate all work with local property owners/residents to minimize inconvenience to them and to avoid delays in construction. •Ensure access for emergency and refuse vehicles at all times. •Contractor shall locate materials and equipment stored on site so as not to interfere with the normal movement of traffic. Contractor shall secure and protect all areas. •Coordinate temporary parking restrictions with the City of Pittsburgh Bureau of Police at (412)323-7814. •901.4: Measurement and Payment-Revise completely to read <ul style="list-style-type: none"> •For projects implementing Pennsylvania Typical Applications (PATAs) 101, 102, 107, 108, 124, 125, 126, 128, 210, and 211. Paid per Day including all labor and equipment. Flaggers required as part of the PATA Figures are included in the bid price. •For projects that implement PATAs other than the aforementioned ones, all work and equipment will be 100% subcontracted and paid as service by others.
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Solicitation Opening & Period of Contract

Field Title	Field Description
Solicitation Opening:	Separate and sealed bids will be received electronically until 3:00 P.M. , prevailing time, Thursday, May 16, 2019 and will be publicly opened at 3:00 P.M. , prevailing time, Thursday, May 16, 2019 in the presence of a Procurement Coordinator for the Office of Management and Budget, or his/her designee, in Room 502, 414 Grant St, Pittsburgh, PA for Structure Rehab and Renovation .
Period of Contract	June 1, 2019 through May 31, 2021, with Two, One-Year Options To Renew.

Invoice Requirements

Field Title	Field Description
Invoicing Terms	All invoices must contain the following information. The City of Pittsburgh will no longer accept "lump sum" invoicing: <ul style="list-style-type: none">•The City of Pittsburgh Purchase Order Number (e.g. 123456OC)•The City Controller Number•Pricing breakdown on the invoice is to align to the pricing listed on the contract<ul style="list-style-type: none">•If you have labor hours, they should be separated from the cost of parts.•The awarded supplier should provide proof of the cost of goods along with the invoice

Additional Construction Invoicing Terms

- 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.
- City Business Privilege Tax is the Contractor's and Sub-Contractors responsibility and as such is not a reimbursable item on Contractor's or Sub-Contractors billing.
- PA State taxes paid by the Contractor on material purchases or equipment rentals are reimbursable if included on third party invoices submitted.
- 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.
- 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
- Worksheets must be provided on all T&M and unit price projects prior to payment. Travel time is not a compensatory item.
- 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; 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.
- 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.

	<ul style="list-style-type: none">•Superintendents field time must be verified by Inspectors logbook entries. Only the Superintendents actual time spent on the job site will be compensated to the nearest 1/4 hour. Superintendents 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.•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. 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 Directors representative.•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 at cost. Receipts will be required.•If any rental equipment is needed, it must be pre-approved by the Director. Costs incurred by Contractor for approved rentals shall be reimbursed at cost with no markup. Receipts will be required for payment.
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Terms and Conditions**1. DEFINITIONS**

CITY: The City of Pittsburgh, a municipal corporation of the Commonwealth of Pennsylvania.

CONTRACTOR: The contracting party or parties, or such party or parties seeking to enter into a contract with the City of Pittsburgh, as the case may be, or the legal representatives of such party or parties.

2. EXECUTION OF BIDS

Bids are to be executed by the following persons:

- **CORPORATION** – A corporate officer with authority to make binding agreements for the corporation.

- If a bid is executed by any other person, a power of attorney, a copy of the bylaws, or a resolution of the Board of Directors documenting the authority of that person to sign the bid must accompany the bid. The power of attorney, bylaw, or resolution must be certified by the Corporate Secretary as a true and correct copy, still in force as of the date of the execution of the contract.

- **PARTNERSHIP** - At least one (1) of the partners.

- **SOLE PROPRIETORSHIP** - The individual owner.

- **BUSINESS OPERATING UNDER A FICTITIOUS NAME** - Entities operating a business under a Fictitious Name must execute the contract in the name of the entity trading and doing business as the Fictitious Name

3. PERFORMANCE AND BID 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.

4. INSURANCE

A certificate evidencing the following minimum insurance must be provided when award is made, unless otherwise specified:

- **GENERAL LIABILITY** Single limit of Bodily Injury and Property Damage Combined: \$500,000.00 each occurrence. \$1,000,000.00 aggregate.

- **CITY OF PITTSBURGH** must be listed as "Additional Insured" on the insurance certificate on all policies except those in which no additional insured is permitted (e.g., some professional liability)

- **NOTE:** The name(s) of the insured on the certificate must be the same as the name(s) of the Contractor listed on the bid document.

- Insurance coverage must be an "OCCURRENCE POLICY". "Claims made" policies are *unacceptable*.

- **WORKERS' COMPENSATION: STATUTORY LIMITS.**

•AUTOMOTIVE LIABILITY INSURANCE – MINIMUM REQUIREMENTS: \$500,000 for each individual occurrence and \$1,000,000 in aggregate coverage. This requirement may be explicitly waived by the City when appropriate.

•PROFESSIONAL LIABILITY (required at City request): 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.

Insurance must be maintained in full force and effect throughout the term of the contract. If insurance must be renewed during the term of the contract, the new certificate of insurance must be forwarded to:

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

Failure to provide and renew such insurance as required shall be deemed a material breach of contract and shall be a basis for immediate termination of this Contract and any related agreement. The insurance requirements of this provision shall be in addition to any other insurance requirements of this Contract.

5. TAX STATUS OF CITY

The City of Pittsburgh 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. Any sales tax invoiced to the City shall not be paid.

6. 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 the City determined that there is an outstanding delinquency, that delinquency must be satisfied before a contract will be awarded to the delinquent Contractor. If any taxes or municipal claims become delinquent or owing during the term of this agreement 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 and/or any associated agreement. If, at any time, the Contractor fails (or has failed) to enter into any contract awarded by the City, the City expressly reserves the right to recoup any and all costs associated with rebidding or re-awarding of any contract awarded to this Contractor to another Contractor. City reserves the right to apply set-off payments in whatever manner it deems appropriate.

7. FIRM PRICE BIDS

The City cannot allow escalation of prices during the contract term. All contracts are for fixed prices. Such statements as "interest charges applied on accounts 30 days or older" or "prices subject to revision" are considered escalation clauses. Any reference in documents submitted with a bid indicating that the prices are not firm may be cause for rejection of the bid.

8. ANTI-DISCRIMINATION

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

9. CONTRACTOR TO BE QUALIFIED AND RESPONSIBLE

Before any agreement is awarded subsequent to the execution of this Contract, prospective Contractors must satisfy the City that they have the requisite organization, capital, plant, ability and experience to satisfactorily perform the work under this Contract in accordance with the terms and conditions herein and in conformity with the best modern practices and industry standards.

Award shall be made to the lowest *responsible* bidder on an item by item or low total basis as the City determines is in its best interests. Bidders should be mindful that the lowest-priced bidder may not be the lowest *responsible* bidder. "Lowest responsible bidder" is defined in Pittsburgh's City Code and via established case law.

10. PAYMENT UNDER AGREEMENT

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

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

11. NOTICE OF AWARD

Regardless of any notification of award to any prospective Contractor, all bids remain open and acceptable by the City for ninety (90) days from the bid opening date. Nothing in this paragraph is to be considered a waiver of the City's rights against a prospective Contractor who fails to execute a contract once it is awarded.

**12. COMPLIANCE WITH PENNSYLVANIA "RIGHT TO KNOW" LAW;
SUPERFUND**

The City of Pittsburgh is obligated to comply with the Pennsylvania Worker and Community Right to Know and Superfund Amendments and Reauthorization Act ("SARA") Title III laws. Successful Contractors, where applicable, must submit a Material Safety Data Sheet ("MSDS") for hazardous chemicals.

Submit all Material Safety Data Sheets to:

•Office of Management & Budget, Procurement

Room 502, City-County Building

414 Grant Street

Pittsburgh, PA 15219

13. PRICE LISTS AND CATALOGUES

When price lists are required for a proposal, they are submitted with the bid for the sole purpose of providing an audit reference for the various items on the price list and the manufacturer's price for each item. Price list pricing, as the price list and pricing is stated in the contract, will remain firm for the duration of the contract regardless of manufacturers' price list changes that may occur during the term of the contract, unless otherwise agreed in the contract. Any reference, which may appear on any price list, to any terms and conditions, such as F.O.B. shipping point or prices subject to change, will not be part of any contract with successful bidders and will be disregarded by the City. Any attempts to enforce such terms and conditions will be considered a material breach of the contract and may result in termination of the contract. Contractors agree to supply the using departments of the City with copies of additional catalogues and price lists as requested.

14. USE OF TRADE NAMES

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.

15. INDEMNIFICATION

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

16. CONTRACTOR THOROUGHLY INFORMED AS TO WORK

Contractor hereby affirms that s/he has read each and every clause in the advertisement, specifications and agreements relating to this work, and fully understands the meaning of each, and hereby agrees that s/he will comply with all the terms, covenants and agreements herein set forth; and that s/he fully understands the character of the work to be performed under this contract.

17. SETTLEMENT OF DISPUTES

It is expressly covenanted and agreed that in the event of a disagreement or controversy arising between the Contractor and the City as to the interpretation, specifications, or proper execution of this contract, or as to settlement thereunder, or in the event any disagreement, as to any dispute under this contract or the work involved, such dispute shall be brought immediately to the City's attention in writing. The City shall decide upon the dispute and such decision shall be final and conclusive, as to all matters in controversy, without exception or appeal, and all right(s) of action at law, in equity or otherwise, under and by virtue of this contract are hereby expressly waived.

18. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign this contract or any right to monies to be paid hereunder without the written consent of City. None of the services covered by this contract shall be subcontracted without the prior written approval of City. It is further agreed that no subcontract, if consented to, shall under any circumstances relieve the Contractor of any liabilities and obligations under this Contract, and should any subcontractor fail to perform the work undertaken in a satisfactory manner, such subcontract must be terminated immediately and ended by the Contractor upon notice of the Director so to do. The successful bidder shall be responsible to require his sub-contractors to comply with all of the insurance requirements of this agreement.

19. HOME RULE CHARTER: LIABILITY OF CITY

This contract is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of City thereunder is limited to amounts authorized by Resolutions of Pittsburgh City Council.

20. PREVAILING WAGE ORDINANCE

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

21. ANTI-SWEATSHOP PROVISIONS

The Contractor certifies that none of their goods or products were made under sweatshop conditions as defined in § 161.02(e) of the City Code. If the City is presented with information that would lead the City to reasonably believe that the Contractor or its suppliers may be obtaining goods or products for sale, re-sale, lease or rental to the City that were made under sweatshop condition, upon request of the City, Contractor shall disclose information, data and materials reflecting Contractor's practices as they pertain to the procurement and manufacturing of goods/products in compliance with the Anti-sweatshop provisions of Pittsburgh Code Section 160.02.

22. WORKERS COMPENSATION

Contractor hereby agrees to perform the work described in this Contract in accordance with the terms herein and further certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this contract is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or will file with the Director of the Office of Management and Budget before the execution of this Contract, a certificate of exemption form for insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.

23. COMPLIANCE WITH LAWS

Contractor shall fully obey and comply with all Federal, State and Local laws, statutes, ordinances, resolutions, and administrative regulations, which are or should be applicable to any work performed under this Contract. Contractor agrees to maintain throughout duration of the contract, all necessary city, county and state licenses and approvals as applicable (including required professional licenses and exams), and to immediately notify the City of Pittsburgh, Office of Management & Budget of any loss or changes of licenses and approvals.

24. GOVERNING LAW

The contract that is formed subject to these articles of Agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

25. DEBARMENT

Contractor warrants that it is not prohibited from entering into this Contract with the City by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as an Exhibit and incorporated into and made a part of this Contract.

26. STATEMENT OF AFFILIATIONS

Contractor hereby files a Statement of Affiliations with the City, attached hereto as an Exhibit, in compliance with Section 197.08(c) of the Pittsburgh Code.

27. TERMINATION

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

28. OPTION TO EXTEND

The City, in cooperation with the Contractor, reserves the right to extend this Contract for up to ninety (90) days after the indicated expiration date. This mechanism would be used in the event that a lapse in the current Contract occurs before a new contract can be established for the services required by the City. When applicable, an extension notice will be issued defining the exact extension of this Contract; all other terms and conditions of the current contract will remain in full force and effect.

29. NEW MATERIAL

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

30. 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 City are estimates, and the City 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.

31. DELIVERY POINT AND TIME

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

32. FORCE MAJEURE

Neither Contractor nor the City shall be held responsible for losses resulting if the fulfillment of any terms or provisions of an award resulting from this Contract 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.

33. PIGGYBACKING

It is understood that the goods and services described in the specifications may be purchased by the City 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 City. To the extent that the municipal bodies purchase goods or services, then the municipal bodies, and not the City, shall be liable to the bidder.

34. NON-EXCLUSIVITY

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

35. SAMPLES

1. By submitting a bid, the bidder agrees to deliver to the City, at the City's request and at no cost to the City, samples of any or all items upon which the bidder bid. Said samples shall not be returned to the bidder. Inspection or testing by the City does not constitute a waiver of any claims or rights which the City otherwise would have with respect to the quality of goods or workmanship. City 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 City and have a legitimate reason for the exchange. The bidder shall have only one opportunity to perform such an exchange.

2. City, at its sole discretion, shall have the right to arrange for testing of samples to determine whether they are within bid specification. City 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:

- Laboratory/testing facility used shall be pre-approved by City;
- Suppliers shall be solely and fully responsible for the expenses of testing regardless of whether or not the tested sample(s) meets specification;
- City and bidder shall immediately communicate upon City'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 City;
- The laboratory which tests the samples shall report its results directly to both City and bidder.

36. 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

37. 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.

38. EXAMINATION OF FINANCIAL RECORDS

	<p>Contractor shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which City funding has been provided under the provisions of this Agreement. The Contractor shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Contractor shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the Mayor, the City Controller, or their designees upon receipt of reasonable advance notice, either oral or written. Contractor's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of three (3) years following the termination of this Agreement. The Mayor, the City Controller, or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Contractor's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Contractor, to the City's sole satisfaction, within thirty (30) days after the Contractor's receipt of written notice of such deficiencies. Failure of the Contractor to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the City's sole discretion, may result in the City withholding future payments.</p> <p>39. AUTHORIZATION</p> <p>This Agreement is entered into by the City of Pittsburgh pursuant to City Code § 161.01A and subsequent authorizing resolution.</p>
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Additional Construction Terms and Conditions**INITIATING THE WORK**

The procedure for initiating the work shall be as follows:

1. The Director or his representative shall 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 written cost proposal. Each proposal must include a written estimate and shall be submitted within seven (7) days of the request unless noted otherwise.

2. 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 applies) 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.

3. 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.

4. 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, change order or standard.

5. 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.

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.

PERMITS

1. 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.

2. 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.

SAFETY AND CODE REQUIREMENTS

1. 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.

2. 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. Verify and locate all existing utilities prior to starting work, and conduct operations in a manner which ensures the utilities will not be disturbed or endangered and assume full responsibility for any damage to utilities during construction. Contact the Pennsylvania One-Call System, Inc. At 1-800-242-1776 not less than three (3) or more than ten (10) working days before starting any moving of earth.

3. 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.

EMERGENCY WORK

The Contractor must have the ability to perform emergency work within 4 hours based on situation. 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. The Contractor must also have the ability to respond to requests by the City within a 24 hour period, unless other arrangements are approved. Non-adherence to this clause may be cause for cancellation of contract.

CONSTRUCTION DOCUMENTS: DRAWINGS AND TECHNICAL SPECIFICATIONS

	<p>1. 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.</p> <p>2. 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.</p> <p>3. 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.</p> <p>4. 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.</p> <p>USE AND POSSESSION PRIOR TO COMPLETION</p> <p>1. 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.</p> <p>2. 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.</p> <p>INSPECTIONS AND CLOSEOUT</p>
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1. 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.

2. 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.

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

LIQUIDATED DAMAGES

1. 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 on a per project basis based on pre-scheduled uses of the project, projected lost revenues, cost of alternative space, opportunity costs, etc. Liquidated damages shall be deducted from payments due under this scope of work.

GUARANTEE

1. 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 will be required of the Contractor on a per project basis and will be so noted in the Director's requested scope of work. Please note that in some cases, warranty periods may commence prior to final inspection, pursuant to issuance of certificate of substantial completion.

GENERAL INSTALLATION REQUIREMENTS

1. Installation shall be of a quality not less than is accepted as industry standard for any trade covered herein.

2. All materials furnished under this contract shall be determined safe by nationally recognized testing laboratory, such as Underwriters Laboratories Inc., or Factory Mutual Engineering Corporation. All material shall be labeled, certified, or listed by such laboratory.

TESTING

1. Testing of materials may be required by the Director. 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.

STORAGE OF MATERIALS AND EQUIPMENT

1. 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.

2. 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.

3. 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 or designee of scope of work. Said equipment shall be returned, at the Contractors expense, to the City yard or as directed by the Director or designee of scope of work.

PROTECTION OF WORK

1. 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.

2. 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.

3. The Contractor will provide wooden crosswalks for pedestrian traffic to bypass or bridge over said work (as directed).

RESTORATION AND MAINTENANCE OF SURFACES

1. 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.

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

3. 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 a City Inspector. 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.

CUTTING, FITTING AND PATCHING

1. 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.

2. 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 or designee of scope of work.

3. All patching shall be done by skilled labor 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 City.

CLEANUP OF PREMISES AND EQUIPMENT

1. 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, Contractor 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.

2. 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 scope of work.

	<p>3. 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.</p> <p>OVERTIME</p> <p>1. Overtime, if applicable, may be charged as a multiple of the appropriate hourly rate as per the Fair Labor Standard Act (FLSA).</p> <p>2. To be considered for payment, overtime must be requested and approved in writing prior to the performance of said work.</p> <p>EQUIPMENT</p> <p>1. Cost of equipment rental (rate per hour) shall be based on direct cost as per rental company invoice or if Contractors own equipment (rate per hour) shall be based on Rental Rates & Specifications (Latest Edition), Associated Equipment Distributors, 615 W. 22nd Street, Oakbrook, IL 60521 or other approved publication. Equipment rental rates shall be paid straight time plus applicable State taxes in all cases.</p> <p>2. Contractor will not be reimbursed for the use of equipment which is normal, necessary, and basic to the performance of any trade covered herein.</p> <p>3. 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.</p> <p>4. 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. 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.</p> <p>5. Where the rental of exceptionally high bucket trucks is pre-approved by the City of Pittsburgh for those situations where such equipment is required to reach heights above the normally accepted parameters, the contractor will be required to schedule such work in an efficient manner and may be required to work more than one shift to complete such work and must return the said rental equipment expeditiously. Failure to do so shall not be compensated by the City.</p> <p>ADDITIONAL TERMS</p> <p>1. 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.</p>
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2. 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. Subcontractors labor rates including overhead and profit for common labor classifications that are the same as those listed in the solicitation, may not exceed the hourly labor rates 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 contractors labor rates listed in the solicitation. Subcontractors invoice must be broken down by personnel (rate and hours worked), materials and equipment similar to the Contractors breakdown. Failure to do so may delay payment.

3. The City reserves the right to ask the contractor to provide satisfactory verification (i.e., certification, employment history) of tradespersons experience and abilities. The inability to do this 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.

Bidding Terms and Conditions**1. BID SUBMISSIONS**

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

2. 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 City the reason for the mistake and request that the City not consider the bid or line item for award.

3. SPECIFICATION ERRORS AND BULLETINS (AMENDMENTS)

If any alleged errors are noted in the bid specifications, bidder should immediately notify the City and, if confirmed, a bulletin shall be sent to all bidders. A copy of all bulletins issued shall be submitted electronically with the suppliers bid.

4. CLARIFICATION

The City reserves the right to request clarification of any bid before bid award.

5. 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.

6. 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

7. 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.

8. FATAL BID ERRORS

The following errors shall be deemed fatal and render the bid void: Failure to sign the bid, or bond or both, If the signatures are those of unauthorized persons, or If there is no stated pricing. All other errors are waivable at the sole discretion of the City 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.

9. CONTRACT

By submitting a bid, the bidder warrants that if the City makes an award to the bidder, bidder shall, at the option of the City, enter into a written contract with the City. This contract shall consist of the terms and conditions set forth in the solicitation, 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 City, bidder shall pay to the City the difference in the amount specified in bidder's bid and the amount City shall pay to fulfill the specifications.

10. ALTERATIONS/CORRECTIONS

Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the prospective contractor and may result in the rejection of the bid, unless such changes are authorized by the specifications.

11. COLLUSION BETWEEN BIDDERS

If the City develops reason to believe that a single prospective Contractor is involved in the submission of more than one proposal for the same project, which is sufficient cause for rejection of all proposals in which collusion between bidders is suspected.

12. REJECTION OF BIDS

The City reserves the right to reject, for any reason, any or all bids if it is in the best interest(s) of the City to do so.

13. UNIQUE BIDS

Each bidder may only submit one (1) bid on behalf of the organization and all subsidiaries.

Item Specifications

No.	Item	Contract#	Quantity	Unit Size
1*	Clearing and Grubbing, Special		500.000	square yard
<i>Item Specification for Clearing and Grubbing, Special</i> <i>Description:City #4201-0100</i>				
2*	Class 1 Excavation		100.000	cubic yard
<i>Item Specification for Class 1 Excavation</i> <i>Description:City #0203-0001</i>				
3*	Class 1A Excavation		50.000	cubic yard
<i>Item Specification for Class 1A Excavation</i> <i>Description:City #0203-0003</i>				
4*	Class 1B Excavation		50.000	cubic yard
<i>Item Specification for Class 1B Excavation</i> <i>Description:City #0203-0004</i>				
5*	Class 2 Excavation		50.000	cubic yard
<i>Item Specification for Class 2 Excavation</i> <i>Description:City #0204-0001</i>				
6*	Class 3 Special Excavation		50.000	cubic yard
<i>Item Specification for Class 3 Special Excavation</i> <i>Description:City #4204-0100</i>				
7*	Class 4 Excavation		50.000	cubic yard
<i>Item Specification for Class 4 Excavation</i> <i>Description:City #0204-0150</i>				
8*	Polymer Modified Asphalt Joint and Crack Sealing, Special		100.000	linear foot
<i>Item Specification for Polymer Modified Asphalt Joint and Crack Sealing, Special</i> <i>Description:City #4469-0001</i>				
9*	Bridge Approach Slab		50.000	square yard
<i>Item Specification for Bridge Approach Slab</i> <i>Description:City #0505-0001</i>				
10*	Pavement Relief Joint		500.000	linear foot
<i>Item Specification for Pavement Relief Joint</i> <i>Description:City #0504-0001</i>				
11*	Longitudinal Joint Cleaning and Sealing		300.000	linear foot

<i>Item Specification for Longitudinal Joint Cleaning and Sealing</i> <i>Description:City #0512-0401</i>				
12*	Joint Rehabilitation, Type I		150.000	linear foot
<i>Item Specification for Joint Rehabilitation, Type I</i> <i>Description:City #0513-0401</i>				
13*	Transverse Joint Cleaning and Sealing		150.000	linear foot
<i>Item Specification for Transverse Joint Cleaning and Sealing</i> <i>Description:City #0521-0001</i>				
14*	Crack Cleaning And Sealing		150.000	linear foot
<i>Item Specification for Crack Cleaning And Sealing</i> <i>Description:City #0590-3001</i>				
15*	Terminal Section, Single		3.000	each
<i>Item Specification for Terminal Section, Single</i> <i>Description:City #0620-0400</i>				
16*	Terminal Section, Bridge Connection		3.000	each
<i>Item Specification for Terminal Section, Bridge Connection</i> <i>Description:City #0620-0402</i>				
17*	Remove/Reset Existing Guide Rail		50.000	linear foot
<i>Item Specification for Remove/Reset Existing Guide Rail</i> <i>Description:City #0620-0500</i>				
18*	Remove Existing Guide Rail		50.000	linear foot
<i>Item Specification for Remove Existing Guide Rail</i> <i>Description:City #0620-0503</i>				
19*	Type 31-S Guide Rail		50.000	linear foot
<i>Item Specification for Type 31-S Guide Rail</i> <i>Description:City #0620-1600</i>				
20*	Type 31-S Strong Post End Treatment		2.000	each
<i>Item Specification for Type 31-S Strong Post End Treatment</i> <i>Description:City #0620-1650</i>				
21*	Corrosion Resistant Gabions, Type B		30.000	cubic yard
<i>Item Specification for Corrosion Resistant Gabions, Type B</i> <i>Description:City #0626-0030</i>				
22*	Temporary End Transition, Special		4.000	hour
<i>Item Specification for Temporary End Transition, Special</i> <i>Description:City #4627-0110</i>				
23*	Temporary Concrete Barrier, Special		50.000	linear foot
<i>Item Specification for Temporary Concrete Barrier, Special</i> <i>Description:City #4627-0401</i>				

24*	Cement Concrete Curb, City Standard, Special		60.000	linear foot
<i>Item Specification for Cement Concrete Curb, City Standard, Special Description:City #4630-0410</i>				
25*	Cement Concrete Deck Curb, City Standard, Special		60.000	linear foot
<i>Item Specification for Cement Concrete Deck Curb, City Standard, Special Description:City #4630-0411</i>				
26*	Bituminous Concrete Curb		300.000	linear foot
<i>Item Specification for Bituminous Concrete Curb Description:City #0636-0001</i>				
27*	Cement Concrete Sidewalk		60.000	square yard
<i>Item Specification for Cement Concrete Sidewalk Description:City #0676-0001</i>				
28*	Selected Borrow Excavation, Structural Backfill		50.000	cubic yard
<i>Item Specification for Selected Borrow Excavation, Structural Backfill Description:City #1001-0730</i>				
29*	Preformed Neoprene Compression Joint Seal, 1/2" Movement, Special		40.000	linear foot
<i>Item Specification for Preformed Neoprene Compression Joint Seal, 1/2" Movement, Special Description:City #5008-0001</i>				
30*	Preformed Neoprene Compression Joint Seal, 1" Movement, Special		40.000	linear foot
<i>Item Specification for Preformed Neoprene Compression Joint Seal, 1" Movement, Special Description:City #5008-0002</i>				
31*	Preformed Neoprene Compression Joint Seal, 1 1/2" Movement, Special		40.000	linear foot
<i>Item Specification for Preformed Neoprene Compression Joint Seal, 1 1/2" Movement, Special Description:City #5008-0003</i>				
32*	Preformed Neoprene Compression Joint Seal, 2" Movement, Special		40.000	linear foot
<i>Item Specification for Preformed Neoprene Compression Joint Seal, 2" Movement, Special Description:City #5008-0004</i>				
33*	Preformed Neoprene Compression Joint Seal, 2 1/2" Movement, Special		40.000	linear foot
<i>Item Specification for Preformed Neoprene Compression Joint Seal, 2 1/2" Movement, Special Description:City #5008-0005</i>				

34*	Protective Coating for Concrete Surfaces (Boiled Linseed Oil)		300.000	square yard
<i>Item Specification for Protective Coating for Concrete Surfaces (Boiled Linseed Oil)</i> <i>Description:City #1019-0010</i>				
35*	Protective Coating for Concrete Surfaces (Epoxy Resin)		150.000	square yard
<i>Item Specification for Protective Coating for Concrete Surfaces (Epoxy Resin)</i> <i>Description:City #1019-0020</i>				
36*	Neoprene Strip Seal, 1/2" Movement, Special		50.000	linear foot
<i>Item Specification for Neoprene Strip Seal, 1/2" Movement, Special</i> <i>Description:City #5026-0010</i>				
37*	Neoprene Strip Seal, 1" Movement, Special		50.000	linear foot
<i>Item Specification for Neoprene Strip Seal, 1" Movement, Special</i> <i>Description:City #5026-0011</i>				
38*	Neoprene Strip Seal, 1 1/2" Movement, Special		50.000	linear foot
<i>Item Specification for Neoprene Strip Seal, 1 1/2" Movement, Special</i> <i>Description:City #5026-0012</i>				
39*	Neoprene Strip Seal, 2" Movement, Special		50.000	linear foot
<i>Item Specification for Neoprene Strip Seal, 2" Movement, Special</i> <i>Description:City #5026-0013</i>				
40*	Neoprene Strip Seal, 2 1/2" Movement, Special		50.000	linear foot
<i>Item Specification for Neoprene Strip Seal, 2 1/2" Movement, Special</i> <i>Description:City #5026-0014</i>				
41*	Neoprene Strip Seal, 3" Movement, Special		50.000	linear foot
<i>Item Specification for Neoprene Strip Seal, 3" Movement, Special</i> <i>Description:City #5026-0015</i>				
42*	Neoprene Strip Seal, 3 1/2" Movement, Special		50.000	linear foot
<i>Item Specification for Neoprene Strip Seal, 3 1/2" Movement, Special</i> <i>Description:City #5026-0016</i>				
43*	Neoprene Strip Seal, 4" Movement, Special		50.000	linear foot

<i>Item Specification for Neoprene Strip Seal, 4" Movement, Special</i> <i>Description:City #5026-0017</i>				
44*	Concrete Bridge Deck Repair, Type 1, Special		50.000	square foot
<i>Item Specification for Concrete Bridge Deck Repair, Type 1, Special</i> <i>Description:City #5040-0001</i>				
45*	Concrete Bridge Deck Repair, Type 2		50.000	square foot
<i>Item Specification for Concrete Bridge Deck Repair, Type 2</i> <i>Description:City #1040-0002</i>				
46*	Concrete Bridge Deck Repair, Type 3		50.000	square foot
<i>Item Specification for Concrete Bridge Deck Repair, Type 3</i> <i>Description:City #1040-0003</i>				
47*	Down Spouting 6"-8" Diameter, Special		30.000	linear foot
<i>Item Specification for Down Spouting 6"-8" Diameter, Special</i> <i>Description:City #9051-0001</i>				
48*	Down Spouting 10"-12" Diameter, Special		30.000	linear foot
<i>Item Specification for Down Spouting 10"-12" Diameter, Special</i> <i>Description:City #9051-0002</i>				
49*	Repairs to down spouting Using Fernco Coupling 6"-8" Diameter		2.000	each
<i>Item Specification for Repairs to down spouting Using Fernco Coupling 6"-8" Diameter</i> <i>Description:City #9000-0001</i>				
50*	Repairs to down spouting Using Fernco Coupling 10"-12" Diameter		2.000	each
<i>Item Specification for Repairs to down spouting Using Fernco Coupling 10"-12" Diameter</i> <i>Description:City #9000-0002</i>				
51*	Clean Drainage System		100.000	each
<i>Item Specification for Clean Drainage System</i> <i>Description:City #9000-0110</i>				
52*	Reinforcement Bars, Epoxy Coated		10,000.000	pound
<i>Item Specification for Reinforcement Bars, Epoxy Coated</i> <i>Description:City #1002-0052</i>				
53*	Fabricated Structural Steel, Modified		20,000.000	pound
<i>Item Specification for Fabricated Structural Steel, Modified</i> <i>Description:City #5056-0100</i>				
54*	Compressor		160.000	hour
<i>Item Specification for Compressor</i> <i>Description:100-300 CFM w/ minimum 300' Airhose, 3/4" & minimum of two Pavement Breakers</i>				

55*	Miscellaneous Power Tools		160.000	hour
<i>Item Specification for Miscellaneous Power Tools</i>				
<i>Description:</i>				
56*	5,000 Watt Generator with Small Hand Tools		160.000	hour
<i>Item Specification for 5,000 Watt Generator with Small Hand Tools</i>				
<i>Description:</i>				
57*	60' Reach Under Bridge Snooper Crane		160.000	hour
<i>Item Specification for 60' Reach Under Bridge Snooper Crane</i>				
<i>Description:</i>				
58*	60' Vertical Reach Manlift		160.000	hour
<i>Item Specification for 60' Vertical Reach Manlift</i>				
<i>Description:</i>				
59*	400 AMP Arc Welder		160.000	hour
<i>Item Specification for 400 AMP Arc Welder</i>				
<i>Description:</i>				
60*	Superintendent		160.000	hour
<i>Item Specification for Superintendent</i>				
<i>Description:</i>				
61*	Welder		160.000	hour
<i>Item Specification for Welder</i>				
<i>Description:</i>				
62*	Foreman		160.000	hour
<i>Item Specification for Foreman</i>				
<i>Description:</i>				
63*	Carpenter		160.000	hour
<i>Item Specification for Carpenter</i>				
<i>Description:</i>				
64*	Cement Mason		160.000	hour
<i>Item Specification for Cement Mason</i>				
<i>Description:</i>				
65*	Surveyor		160.000	hour
<i>Item Specification for Surveyor</i>				
<i>Description:</i>				
66*	Ironworker		160.000	hour
<i>Item Specification for Ironworker</i>				
<i>Description:</i>				
67*	Rodman		160.000	hour

<i>Item Specification for Rodman</i> <i>Description:</i>				
68*	Painter (Brush & Roller)		160.000	hour
<i>Item Specification for Painter (Brush & Roller)</i> <i>Description:</i>				
69*	Laborer Foreman		160.000	hour
<i>Item Specification for Laborer Foreman</i> <i>Description:</i>				
70*	Laborer		160.000	hour
<i>Item Specification for Laborer</i> <i>Description:</i>				
71*	Power Equipment Operator		160.000	hour
<i>Item Specification for Power Equipment Operator</i> <i>Description:</i>				
72*	Truck Driver		160.000	hour
<i>Item Specification for Truck Driver</i> <i>Description:</i>				
73*	Flagger		160.000	hour
<i>Item Specification for Flagger</i> <i>Description:</i>				
74*	PATA Figure 101		30.000	day
<i>Item Specification for PATA Figure 101</i> <i>Description: Maintenance and Protection of Traffic</i>				
75*	PATA Figure 102		30.000	day
<i>Item Specification for PATA Figure 102</i> <i>Description: Maintenance and Protection of Traffic</i>				
76*	PATA Figure 107		30.000	day
<i>Item Specification for PATA Figure 107</i> <i>Description: Maintenance and Protection of Traffic</i>				
77*	PATA Figure 108		30.000	day
<i>Item Specification for PATA Figure 108</i> <i>Description: Maintenance and Protection of Traffic</i>				
78*	PATA Figure 124		30.000	day
<i>Item Specification for PATA Figure 124</i> <i>Description: Maintenance and Protection of Traffic</i>				
79*	PATA Figure 125		30.000	day
<i>Item Specification for PATA Figure 125</i> <i>Description: Maintenance and Protection of Traffic</i>				

80*	PATA Figure 126		30.000	day
<i>Item Specification for PATA Figure 126</i> <i>Description: Maintenance and Protection of Traffic</i>				
81*	PATA Figure 128		30.000	day
<i>Item Specification for PATA Figure 128</i> <i>Description: Maintenance and Protection of Traffic</i>				
82*	PATA Figure 210		30.000	day
<i>Item Specification for PATA Figure 210</i> <i>Description: Maintenance and Protection of Traffic</i>				
83*	PATA Figure 211		30.000	day
<i>Item Specification for PATA Figure 211</i> <i>Description: Maintenance and Protection of Traffic</i>				

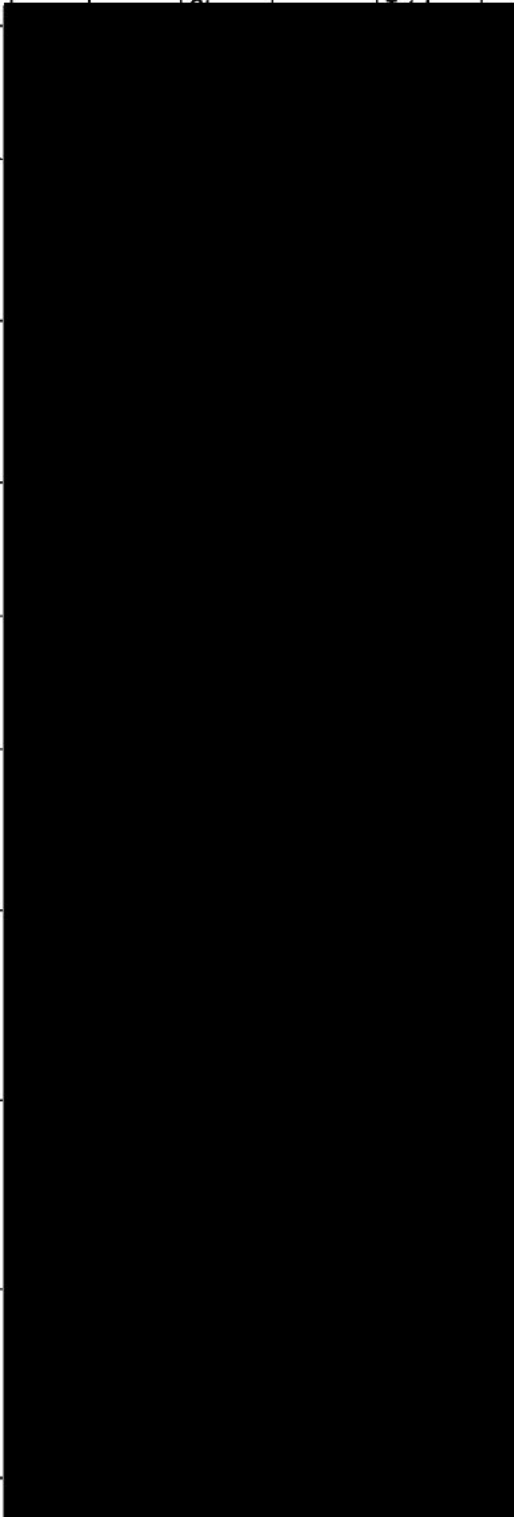
AWARDED ITEMS

No.	Item	Supplier	Alternative	Prod. No	Mfr. Name	Mfr. No	Delivery Date	Unit Bid	Total Qty	Awarded Item Qty	Item Total	Evaluated Item Total
1	Clearing and Grubbing, Special Specification Number:	Mele Mele Sons Inc										
2	Class 1 Excavation Specification Number:	Mele Mele Sons Inc										
3	Class 1A Excavation Specification Number:	Mele Mele Sons Inc										
4	Class 1B Excavation Specification Number:	Mele Mele Sons Inc										
5	Class 2 Excavation Specification Number:	Mele Mele Sons Inc										
6	Class 3 Special Excavation Specification Number:	Mele Mele Sons Inc										
7	Class 4 Excavation Specification Number:	Mele Mele Sons Inc										
8	Polymer Modified Asphalt Joint and Crack Sealing, Special Specification Number:	Mele Mele Sons Inc										
9	Bridge Approach Slab Specification Number:	Mele Mele Sons Inc										
10	Pavement Relief Joint Specification Number:	Mele Mele Sons Inc										
11	Longitudinal Joint Cleaning and Sealing Specification Number:	Mele Mele Sons Inc										

No.	Item	Supplier	Alternative	Prod. No	Mfr. Name	Mfr. No	Delivery Date	Unit Bid	Total Qty	Awarded Item Qty	Item Total	Evaluated Item Total
12	Joint Rehabilitation, Type I Specification Number:	Mele Mele Sons Inc										
13	Transverse Joint Cleaning and Sealing Specification Number:	Mele Mele Sons Inc										
14	Crack Cleaning And Sealing Specification Number:	Mele Mele Sons Inc										
15	Terminal Section, Single Specification Number:	Mele Mele Sons Inc										
16	Terminal Section, Bridge Connection Specification Number:	Mele Mele Sons Inc										
17	Remove/Reset Existing Guide Rail Specification Number:	Mele Mele Sons Inc										
18	Remove Existing Guide Rail Specification Number:	Mele Mele Sons Inc										
19	Type 31-S Guide Rail Specification Number:	Mele Mele Sons Inc										
20	Type 31-S Strong Post End Treatment Specification Number:	Mele Mele Sons Inc										
21	Corrosion Resistant Gabions, Type B Specification Number:	Mele Mele Sons Inc										
22	Temporary End Transition, Special Specification Number:	Mele Mele Sons Inc										

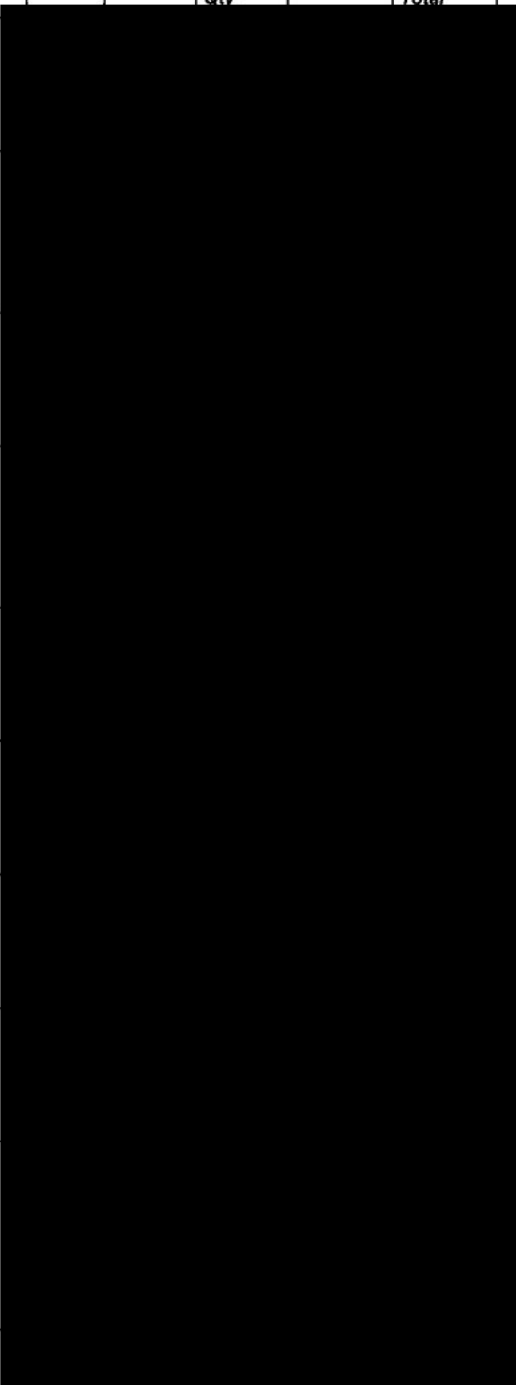


No.	Item	Supplier	Alternative	Prod. No	Mfr. Name	Mfr. No	Delivery Date	Unit Bid	Total Qty	Awarded Item	Item Total	Evaluated Item
23	Temporary Concrete Barrier, Special Specification Number:	Mele Mele Sons Inc										
24	Cement Concrete Curb, City Standard, Special Specification Number:	Mele Mele Sons Inc										
25	Cement Concrete Deck Curb, City Standard, Special Specification Number:	Mele Mele Sons Inc										
26	Bituminous Concrete Curb Specification Number:	Mele Mele Sons Inc										
27	Cement Concrete Sidewalk Specification Number:	Mele Mele Sons Inc										
28	Selected Borrow Excavation, Structural Backfill Specification Number:	Mele Mele Sons Inc										
29	Preformed Neoprene Compression Joint Seal, 1/2" Movement, Special Specification Number:	Mele Mele Sons Inc										
30	Preformed Neoprene Compression Joint Seal, 1" Movement, Special Specification Number:	Mele Mele Sons Inc										
31	Preformed Neoprene Compression Joint Seal, 1 1/2" Movement, Special Specification Number:	Mele Mele Sons Inc										

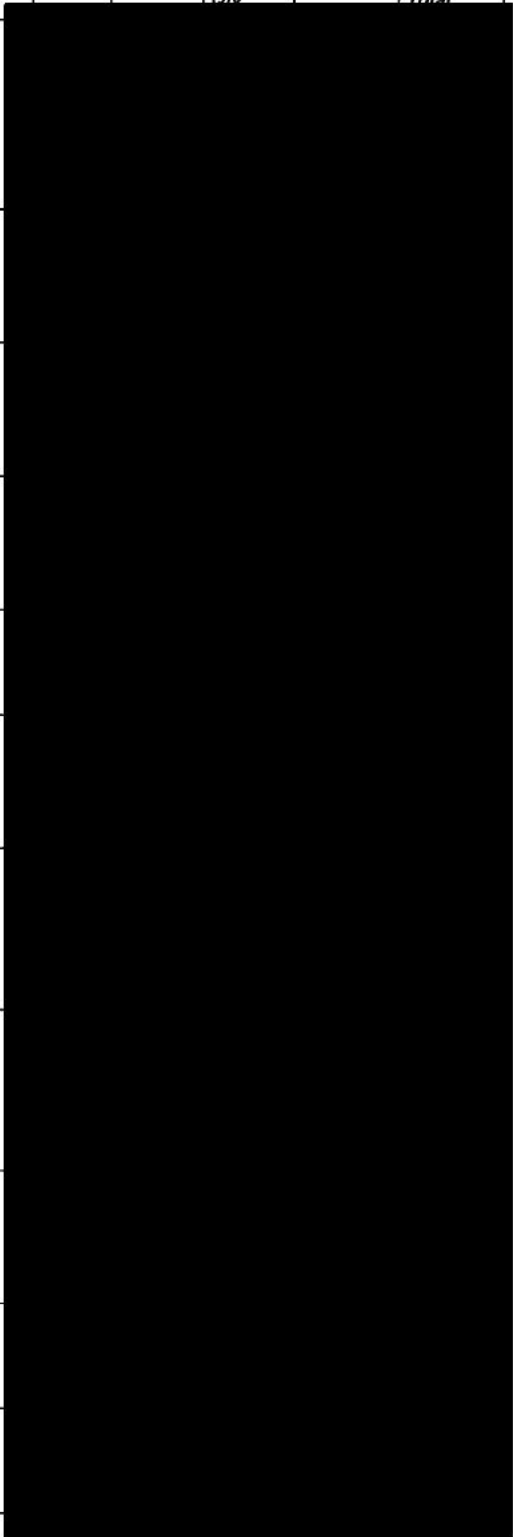


No.	Item	Supplier	Alternative	Prod. No	Mfr. Name	Mfr. No	Delivery Date	Unit Bid	Total Qty	Awarded Item Qty	Item Total	Evaluated Item Total
32	Preformed Neoprene Compression Joint Seal, 2" Movement, Special Specification Number:	Mele Mele Sons Inc										
33	Preformed Neoprene Compression Joint Seal, 2 1/2" Movement, Special Specification Number:	Mele Mele Sons Inc										
34	Protective Coating for Concrete Surfaces (Boiled Linseed Oil) Specification Number:	Mele Mele Sons Inc										
35	Protective Coating for Concrete Surfaces (Epoxy Resin) Specification Number:	Mele Mele Sons Inc										
36	Neoprene Strip Seal, 1/2" Movement, Special Specification Number:	Mele Mele Sons Inc										
37	Neoprene Strip Seal, 1" Movement, Special Specification Number:	Mele Mele Sons Inc										
38	Neoprene Strip Seal, 1 1/2" Movement, Special Specification Number:	Mele Mele Sons Inc										
39	Neoprene Strip Seal, 2" Movement, Special Specification Number:	Mele Mele Sons Inc										
40	Neoprene Strip Seal, 2 1/2" Movement, Special Specification Number:	Mele Mele Sons Inc										

No.	Item	Supplier	Alternative	Prod. No	Mfr. Name	Mfr. No	Delivery Date	Unit Bid	Total Qty	Awarded Item Qty	Item Total	Evaluated Item Total
41	Neoprene Strip Seal, 3" Movement, Special Specification Number:	Mele Mele Sons Inc										
42	Neoprene Strip Seal, 3 1/2" Movement, Special Specification Number:	Mele Mele Sons Inc										
43	Neoprene Strip Seal, 4" Movement, Special Specification Number:	Mele Mele Sons Inc										
44	Concrete Bridge Deck Repair, Type 1, Special Specification Number:	Mele Mele Sons Inc										
45	Concrete Bridge Deck Repair, Type 2 Specification Number:	Mele Mele Sons Inc										
46	Concrete Bridge Deck Repair, Type 3 Specification Number:	Mele Mele Sons Inc										
47	Down Spouting 6"-8" Diameter, Special Specification Number:	Mele Mele Sons Inc										
48	Down Spouting 10"-12" Diameter, Special Specification Number:	Mele Mele Sons Inc										
49	Repairs to down spouting Using Fernco Coupling 6"-8" Diameter Specification Number:	Mele Mele Sons Inc										



No.	Item	Supplier	Alternative	Prod. No	Mfr. Name	Mfr. No	Delivery Date	Unit Bid	Total Qty	Awarded Item Qty	Item Total	Evaluated Item Total
50	Repairs to down spouting Using Fernco Coupling 10"-12" Diameter Specification Number:	Mele Mele Sons Inc										
51	Clean Drainage System Specification Number:	Mele Mele Sons Inc										
52	Reinforcement Bars, Epoxy Coated Specification Number:	Mele Mele Sons Inc										
53	Fabricated Structural Steel, Modified Specification Number:	Mele Mele Sons Inc										
54	Compressor Specification Number:	Mele Mele Sons Inc										
55	Miscellaneous Power Tools Specification Number:	Mele Mele Sons Inc										
56	5,000 Watt Generator with Small Hand Tools Specification Number:	Mele Mele Sons Inc										
57	60' Reach Under Bridge Snooper Crane Specification Number:	Mele Mele Sons Inc										
58	60' Vertical Reach Manlift Specification Number:	Mele Mele Sons Inc										
59	400 AMP Arc Welder Specification Number:	Mele Mele Sons Inc										
60	Superintendent Specification Number:	Mele Mele Sons Inc										



No.	Item	Supplier	Alternative	Prod. No	Mfr. Name	Mfr. No	Delivery Date	Unit Bid	Total Qty	Awarded Item Qty	Item Total	Evaluated Item Total
61	Welder Specification Number:	Mele Mele Sons Inc										
62	Foreman Specification Number:	Mele Mele Sons Inc										
63	Carpenter Specification Number:	Mele Mele Sons Inc										
64	Cement Mason Specification Number:	Mele Mele Sons Inc										
65	Surveyor Specification Number:	Mele Mele Sons Inc										
66	Ironworker Specification Number:	Mele Mele Sons Inc										
67	Rodman Specification Number:	Mele Mele Sons Inc										
68	Painter (Brush & Roller) Specification Number:	Mele Mele Sons Inc										
69	Laborer Foreman Specification Number:	Mele Mele Sons Inc										
70	Laborer Specification Number:	Mele Mele Sons Inc										
71	Power Equipment Operator Specification Number:	Mele Mele Sons Inc										
72	Truck Driver Specification Number:	Mele Mele Sons Inc										
73	Flagger Specification Number:	Mele Mele Sons Inc										

No.	Item	Supplier	Alternative	Prod. No	Mfr. Name	Mfr. No	Delivery Date	Unit Bid	Total Qty	Awarded Item Qty	Item Total	Evaluated Item Total
74	PATA Figure 101 Specification Number:	Mele Mele Sons Inc										
75	PATA Figure 102 Specification Number:	Mele Mele Sons Inc										
76	PATA Figure 107 Specification Number:	Mele Mele Sons Inc										
77	PATA Figure 108 Specification Number:	Mele Mele Sons Inc										
78	PATA Figure 124 Specification Number:	Mele Mele Sons Inc										
79	PATA Figure 125 Specification Number:	Mele Mele Sons Inc										
80	PATA Figure 126 Specification Number:	Mele Mele Sons Inc										
81	PATA Figure 128 Specification Number:	Mele Mele Sons Inc										
82	PATA Figure 210 Specification Number:	Mele Mele Sons Inc										
83	PATA Figure 211 Specification Number:	Mele Mele Sons Inc										

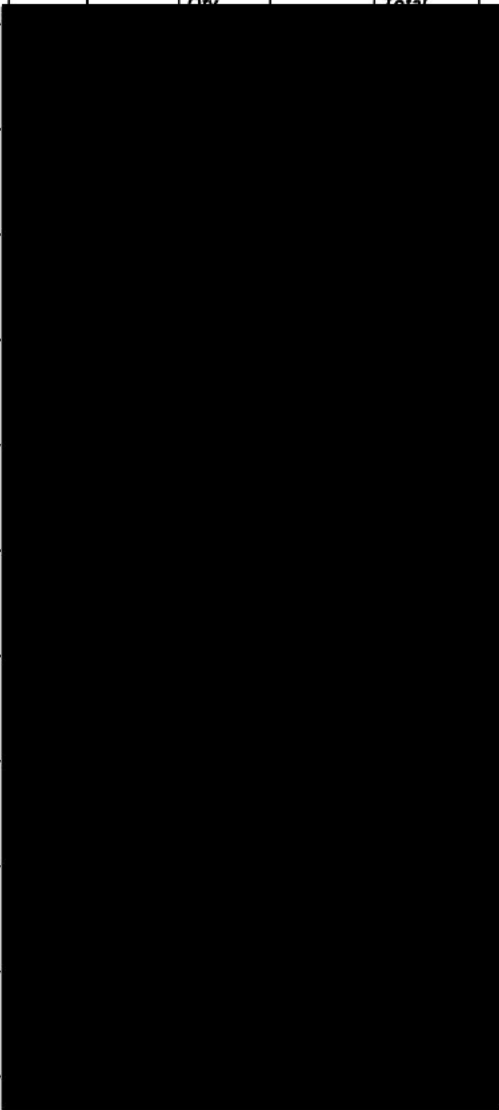



EXHIBIT B

COMMONWEALTH OF PENNSYLVANIA)
)
)
)
COUNTY OF ALLEGHENY)

DEBARMENT AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Anthony W. Mele, who, being duly sworn according to law, and under penalty of perjury, deposes and says that neither (s)he nor, to the best of his/her actual knowledge, information or belief, Mele & Mele & Sons Inc. or any affiliated individual is prohibited from entering a bid or participating in a CITY of Pittsburgh contract by reason of disqualification as set forth at Pittsburgh Code §161.22(b).

Name: 
Anthony W. Mele
Title: President

SWORN TO and subscribed

before me this 13 day of

June, 2019

Notary Public 

(SEAL)

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Mark DeFabio, Notary Public Rankin Boro. Allegheny County My Commission Expires Feb. 3, 2021 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT C

Statement of Affiliations

1. Name of Contractor: Mele & Mele & Sons Inc.

(412) 351-1234

Office address and phone number

2. List your qualifications and experience for performance of the contract.

See Attached

3. Have you had any contractual or business relationships with the CITY within the past three years? Yes or No Yes

If yes please give a brief description. Please include the dollar value of the contract of business relationship.

See Attached

4. Please identify by name and address the contractor's principals including all owners, partners, or shareholders and officers. If the contractor is a public corporation identify by name and address the officers, members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

Anthony W. Mele, President

Joseph A. Mele, Vice President

Denise DePalma, Secretary

Anthony W. Mele, Treasurer

Additional pages may be attached to complete the information herein requested.

EXHIBIT D

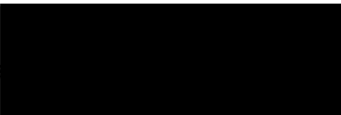
Vendor Contact Sheet

Please provide the following information for the primary point of contact for this solicitation.

Contact Name: Anthony W. Mele

Contact Address: One Mele Place

Braddock PA 15104

Contact Email Address: 

Contact Phone Number: 

**If at any time during the duration of the contract, any of the information above changes, it is the vendor's responsibility to let the City of Pittsburgh know within 10 business days. Updated information should be emailed to procurement@pittsburghpa.gov along with the solicitation number.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James L Smith Insurance Agency Inc 304 Cochran Road Pittsburgh, PA 15228	CONTACT NAME: Lorraine Casciato PHONE (A/C, No): [REDACTED] FAX (A/C, No): (412) 531-8819 E-MAIL ADDRESS: [REDACTED]													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security</td> <td>24082</td> </tr> <tr> <td>INSURER B: American Fire & Casualty Co.</td> <td>24066</td> </tr> <tr> <td>INSURER C: Ohio Casualty Insurance Co.</td> <td>24074</td> </tr> <tr> <td>INSURER D: Everest National Insurance Co.</td> <td>10120</td> </tr> <tr> <td>INSURER E: Capitol Specialty Insurance Co.</td> <td>10328</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security	24082	INSURER B: American Fire & Casualty Co.	24066	INSURER C: Ohio Casualty Insurance Co.	24074	INSURER D: Everest National Insurance Co.	10120	INSURER E: Capitol Specialty Insurance Co.	10328	INSURER F:
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INSURER E: Capitol Specialty Insurance Co.	10328													
INSURER F:														
INSURED Mele & Mele & Sons, Inc.; Mele Landscape Contracting, Inc Mele Mechanical, LLC; Mele Site Development, Inc. One Mele Place Braddock PA 15104														

COVERAGES **CERTIFICATE NUMBER:** CL197102876 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> contractual liab <input checked="" type="checkbox"/> XCU/BFPD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS58135243	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP-\$500 <input checked="" type="checkbox"/> Collision-\$500			BAA58135243	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single limit \$ 35,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US056203852	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWA56204801 (MLC) XWA56203852 (MMS)	7/2/2019 7/1/2019	7/1/2020 7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			EV20182148-01	7/1/2019	7/1/2020	Ea Pollution Incident \$5,000,000
D	Inland Marine			IM8C00413191	7/1/2019	7/1/2020	Leased Rented Equipment \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Regarding contract FIFB19000173, City of Pittsburgh is named as additional insured with respect to work performed by the named insured.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel Smith/LSC

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ACORD 25 (2014/01)
INS025 (2014/01)

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CITY OF PITTSBURGH
COMMODITY CONTRACT
COVER SHEET

SOLICITATION #

FIFB19000173

SOLICITATION TITLE

STRUCTURE REHAB & RENOVATION

SOLICITATION TYPE: FORMAL INFORMAL

IS THIS AN AMENDMENT TO A CONTRACT YES NO

ESTIMATED SPEND:



AWARDED TO:

MELE & MELE & SONS INC

CONTRACT EXPIRATION DATE: 5/31/2021

BID POSTED DATE: 4/2/2019

BID CLOSING DATE: 5/16/2019

BIDS RECEIVED (QTY): 3

WERE ANY BIDS REJECTED? YES NO

- IF YES, HOW MANY, WHO, AND WHY?

IS THIS A CDBG ELIGIBLE CONTRACT? (If yes, attach copy of CD documents) YES NO

WAS A PERFORMANCE BOND REQUIRED? YES NO

- IF YES, HOW MUCH? (please attach copy)

HOW MANY VENDORS WERE AWARDED? 1

WAS AWARD MADE TO LOWEST BIDDER(S)? YES NO

- IF NO, EXPLAIN WHY LOWEST BIDDER WASNT RESPONSIBLE?

Lowest Over All

Procurement Approval :



Contract# 52960

Solicitation # FIFB19000173

Renewal Agreement

MADE THIS 2/24/2021

BY AND BETWEEN

The CITY OF PITTSBURGH, a municipal corporation of the COMMONWEALTH OF PENNSYLVANIA, (referred to herein as "the CITY").

AND

CONTRACTOR'S NAME: Mele & Mele & Sons, Inc.

Hereinafter referred to as "Contractor"

FOR

All products and/or non-professional services as solicited under FIFB19000173 Structure Rehab and Renovation. City and Contractor hereby mutually agree to renew this Contract, City Controller # 52960 and to abide by all terms and conditions set forth in that document.

TERM OF AGREEMENT: The term of this Agreement shall be extended to expire on May 31, 2022.

IN WITNESS, WHEREOF, the parties have duly executed this, on the day and year first above written.

CONTRACTOR

DocuSigned by:

A8B0B84B78534CA

Signature of Company Officer

Anthony Mele
Name

Owner
Title

CITY OF PITTSBURGH

DocuSigned by:

96D24FA970684E5

Director, Office of Management & Budget

DocuSigned by:

90E81751F4544E

Assistant City Solicitor

DocuSigned by:

03B535D8E4864C8

City Solicitor (Approved as to form)

DocuSigned by:

5C1E08FFC5C148D

Controller

EXHIBIT B

CERTIFICATION OF DEBARMENT

I, Anthony Mele, the undersigned and duly authorized representative, hereby certify that to the best of my actual knowledge, information or belief, neither Mele & Mele & Sons, Inc. nor any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification as set forth in Pittsburgh Code §161.22(b).

DocuSigned by:

A880654B78534CA

Signature

Owner

Title

2/23/2021

Date

EXHIBIT C
Statement of Affiliations

1. Name of Contractor: Mele & Mele & Sons Inc.

Office Address and Phone Number:

One Mele Place
Braddock PA 15104



2. List your qualifications and experience for performance of the contract.

Laimer Avenue Bridge
Charles Anderson Bridge
Swindell Bridge

3. Have you had any contractual or business relationships with the CITY within the past three years?

No

If yes please give a brief description. Please include the dollar value of the contract or business relationship.

4. Please identify by name and address the contractor's principals including all owners, partners, or shareholders and officers. If the contractor is a public corporation identify by name and address the officers, members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

Anthony W. Mele - President



Joseph A. Mele - Vice- President



Denise DePalma - Secretary



**Additional pages may be attached to complete the information herein requested.

EXHIBIT D

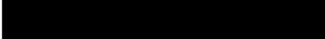
Vendor Contact Sheet

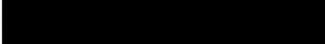
Please provide the following information for the primary point of contact for this contract renewal.

Company Name: Mele & Mele & Sons Inc.

Contact Name Anthony W. Mele

Contact Address: One Mele Place
Braddock PA 15104

Contact Email Address: 

Contact Phone Number: 

** If during the duration of the contract any of the above information changes, it is the vendor's responsibility to let the City of Pittsburgh know within 10 business days. Email updated information to procurement@pittsburghpa.gov along with the solicitation number.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James L Smith Insurance Agency Inc 304 Cochran Road Pittsburgh PA 15228	CONTACT NAME: Liz Gatalica PHONE (A/C, No, Ex): [REDACTED] FAX (A/C, No): (412) 531-8819 E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Penn National Mutual Insurance Co.</td> <td style="width: 20%; text-align: right;">NAIC #</td> </tr> <tr> <td>INSURER B: Rockwood Casualty Insurance Co</td> <td style="text-align: right;">14990</td> </tr> <tr> <td>INSURER C: Everest National Insurance Co.</td> <td style="text-align: right;">35505</td> </tr> <tr> <td>INSURER D:</td> <td style="text-align: right;">10120</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Penn National Mutual Insurance Co.	NAIC #	INSURER B: Rockwood Casualty Insurance Co	14990	INSURER C: Everest National Insurance Co.	35505	INSURER D:	10120	INSURER E:		INSURER F:	
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INSURER F:													
INSURED Mele, Mele & Sons, Inc.; Mele Landscape Contractors, Inc.; Mele Mechanical, LLC & Mele Site Development, Inc. One Mele Place Braddock PA 15104													

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insd & WOS Endts. <input checked="" type="checkbox"/> XCU/BFPD/Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y		CL90767467	10/29/2020	07/01/2021	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Employee Benefits</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
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A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1000 <input checked="" type="checkbox"/> Coll \$1,000	Y		AU90767467	10/29/2020	07/01/2021	<table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>UM & UIM CSL</td><td style="text-align: right;">\$ 35,000</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	UM & UIM CSL	\$ 35,000				
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UL90767467	10/29/2020	07/01/2021	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
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AGGREGATE	\$ 10,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC695210	10/29/2020	07/01/2021	<table style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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C	Pollution Liability - Occurrence Form / Inland Marine Policy			7930084390001 / IM9CM00001	07/01/2020	07/01/2021	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Each Pollution Incident</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>Leased/Rented Equip.</td><td style="text-align: right;">\$600,000</td></tr> </table>	Each Pollution Incident	\$5,000,000	Leased/Rented Equip.	\$600,000										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Pittsburgh is named Additional Insured with regards to General Liability and Automobile Liability.

CERTIFICATE HOLDER City of Pittsburgh Office of Mgmt & Budget City County Bldg. 414 Grant Street, Room 502 Pittsburgh PA 15219	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [REDACTED]
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