

**CITY OF PITTSBURGH  
DEPARTMENT OF PUBLIC WORKS  
BUREAU OF TRANSPORTATION AND ENGINEERING**

**REQUEST FOR  
CONSTRUCTION MANAGEMENT, INSPECTION, AND PROJECT INVOICE  
RECONCILIATION SERVICES  
LETTERS OF INTEREST**

The Office of the Director of the DEPARTMENT OF PUBLIC WORKS OF THE CITY OF PITTSBURGH will receive Letters of Interest at its offices in Room 301, City- County Building, 414 Grant Street, Pittsburgh, PA, from qualified firms to provide on a retainer basis engineering services until **3:00 p.m., on September 2, 2015**, for the following:

**CONSTRUCTION MANAGEMENT, INSPECTION, AND PROJECT INVOICE  
RECONCILIATION SERVICES  
BTE PROJECT NO. 15101**

The Consultant shall submit five (5) bound paper copies of their proposal in a sealed envelope clearly marked: **“CONSTRUCTION MANAGEMENT, INSPECTION, AND PROJECT INVOICE RECONCILIATION SERVICES - DEPARTMENT OF PUBLIC WORKS - CONSULTANT PROPOSAL - BTE Project No. 15101**, or a single e-mail in PDF format clearly marked **“CONSTRUCTION MANAGEMENT, INSPECTION, AND PROJECT INVOICE RECONCILIATION SERVICES.**

Submit proposals to the Director of the Department addressed as shown:

Michael Gable, CPRP, Director  
Department of Public Works  
City of Pittsburgh  
Room 301, City-County Building  
414 Grant Street  
Pittsburgh, Pennsylvania 15219-2455

Or if emailing, to the Department of Public Works, Bureau of Transportation and Engineering at:

[paul.ostrowski@pittsburghpa.gov](mailto:paul.ostrowski@pittsburghpa.gov)

**A mandatory pre-submission conference will be held on August 19, 2015 at 10:00 a.m.** prevailing local time, with City of Pittsburgh personnel and all prospective candidates and other interested parties to discuss this project. The meeting will take place in the large conference room of the Department of Innovation & Performance (I & P), Room 646, City-County Building in downtown Pittsburgh.

The anticipated start date of this contract is January 2, 2016. The term of the contract will be three years.

**Michael Gable, CPRP,  
Director  
Department of Public Works**

# CONSTRUCTION MANAGEMENT, INSPECTION, AND PROJECT INVOICE RECONCILIATION SERVICES

## 1.0 GENERAL SCOPE OF SERVICES:

The City requires the services of an experienced Construction Project Manager(s) to augment our design, construction and inspection team. The City has the ultimate responsibility to complete these projects on time and under budget. We expect the Construction Project Manager(s) will help us to attain our goal. The intent of these services is to secure an individual(s) for on-call response services for specific project tasks and actions. The Construction Project Manager(s) will furnish and provide all necessary electronic equipment including computer, internet, office space, phone, and clerical support. The candidate firm should budget for 600 hours of clerical support and 700 hours of required construction Inspector support.

The City of Pittsburgh, Department of Public Works, is currently completing the design of multi-million dollar capital improvement projects. Many involve federal and state participation. Locally funded projects that are typically under one million dollars (\$1,000,000) include infrastructure, building and park projects, and are either competitively bid, bid to a prequalified list of contractors or awarded to an existing T&M/unit cost contractor already under contract with the City.

The Construction Project Manager(s) will be responsible for executing the scope of work that is outlined in this document. This scope includes Construction Management, Construction Inspection Services and Contractor Invoice Reconciliation for both Federal/State and locally funded projects that are bid and managed per PennDOT, AIA, and City standards and procedures.

For the inspection of locally funded projects the City retains professional NICET certified inspectors as well as contracted inspectors. The Construction Project Manager would be responsible for managing and assigning his/her inspectors to local projects.

The following Sections 1.01 through 1.14 explain in detail the scope of services that the Construction Manager(s) can expect to provide throughout the life of the contract.

### 1.01 Authorization

Funding will be available in the City of Pittsburgh's 2016, 2017 and 2018 Capital Improvement Programs for these services.

### 1.02 Chain of Command

The Construction Project Manager(s) hired through this RFLOI will report to the various division Project Managers of the Bureau of Transportation and

Engineering, and liaison to the construction inspections teams and general contractors. S/he will also assist in managing the City's in-house inspection and surveying. The City may select two (2) Construction Project Managers Firms through this RFLOI.

### 1.03 **Locally Funded Projects – Buildings, Grounds, and Streets**

Construction Management and Inspection Services required for locally funded projects. For these projects, the consultant will assist on the following:

- Developing engineers estimates
- Creating sketch designs
- Drafting Request for Proposal Letters
- reviewing, approving, and commenting on engineering proposals
- drafting authorization letters and Pending Change Notices
- assisting in negotiations and field revisions
- monitoring construction activities
- assigning/managing city and contracted inspectors
- assisting architects and engineers in processing consultant and contractor invoices, and
- preparing and participating in Controller project audits and any required follow up tasks.

In general, all city funded work that is performed under this contract will comply with City construction standards and specifications where feasible.

### 1.04 **FHWA and PennDOT Funded Projects**

The construction of larger projects is often paid for from a combination of Federal Funds, State Funds and City of Pittsburgh Capital Improvement Funds. The funds for the services covered in this RFLOI could come from this mix of funding sources. Because of the use of these sources for funds, FHWA and PennDOT rules and regulation will be strictly adhered to. In general, all work that is performed under this contract will comply with, but is not limited to the following PennDOT Publications:

|          |  |
|----------|--|
| Pub. 2   | Project Office Manual                          |
| Pub. 8   | Construction Manual                            |
| Pub. 19  | Field and Laboratory Testing Manual            |
| Pub. 212 | Official Traffic Control Devices – Chapter 212 |
| Pub. 213 | Temporary Traffic Control Guidelines           |
| Pub. 408 | Highway Construction Specifications            |

### 1.05 **Advertisement Bid and Award Period**

Construction Management and Inspection Services could consist of, but are not limited to, the following:

- a) Reviewing Bid Packages and bid justifications;

- b) Participating in the Pre-bid Meeting, the Bid Opening and the Pre-construction Meetings and Post-construction Meetings; and
- c) Preparing agenda, conducting, and preparing minutes for any other meetings that may be necessary during the award period.

1.06 **Construction Inspection**

Construction Management and Inspection Services could consist of, but are not limited to, the following:

- a) Providing a full-time Construction Inspection Team responsible for work undertaken as needed, available and assigned by the City. These individuals will be experienced in the various disciplines of:
  - i) architecture and landscape architecture building facilities, grounds, park equipment, and recreational apparatus systems including structure, mechanical, electrical, and plumbing configurations. Any individual Construction Inspectors assigned to City projects will meet the appropriate qualifications and certifications as stipulated under the American Institute of Mechanical Engineers (ASME) and National Electric Code (NEC) and the American National Standards Institute (ANSI), American Institute of Architects (AIA) and International Building Code (IBC) Inspector Classification.
  - ii) civil engineering including roadways, structures, traffic, and traffic control. Any individual Construction Inspectors assigned to City projects will meet the appropriate qualifications as stipulated under PennDOT Inspector Classification TCI.
- b) Assisting contractors in interpretation of the contract drawings and documents.
- c) Reviewing construction methods employed by the contractor for compliance with the contract documents.
- d) Reviewing, approving and monitoring contractor's material testing and quality control programs for compliance with the contract documents and providing supplementary testing as necessary. On-site and off-site monitoring will be provided as required.

*Please note that shop inspection may be provided by PennDOT or ANSI project inspectors for fabricated structural steel, pre-cast concrete items, etc.*

- e) Assisting and preparing Pending Change Notices (PCN) and Change Orders (CO) for all changes on the project that requires a cost increase or decrease to the demolition and construction contracts that require City financial participation; providing narrative descriptions, sketches, drawings, cost estimates, and scheduling impacts for these changes.
- f) Conducting the regularly scheduled Job Progress meetings and other meetings as required. For cost estimating purposes, assume that these meeting will be held weekly, though the City may reduce the frequency;

preparing and distributing meeting minutes in both written and electronic format.

- g) Reviewing contractor's Application for Payment with the inspection teams to verify work completed and provide recommendations for payment within ten (10) days after receipt from the contractor; auditing project documentation including material certifications for compliance prior to submitting each current estimate to the City for processing.
- h) Reviewing contractor's payrolls, monthly utilization reports and other submittals for compliance with the contract documents.
- i) Assisting in conducting Pre-final and Final Inspections of the projects and assist in developing punch lists based on the requirements of the contract documents.
- j) Assisting with O&M Manuals, submittals, and warranties.
- k) PennDOT Road and Bridge Projects: Overseeing the use of PennDOT CDS in accordance with Publication 320 to document the project. Coordinating this with the inspectors' preparation of the City's Calculation Book (Red Book). (The Red Book is an as-built accounting and tabulation of all items on the project. The Red Book consists of a set of 11"x17" sheets, supplied by the City, bound into a booklet, which documents the project quantities with supporting drawings and calculations.) Using CDS output to assist in the preparation of the Red Book.
  - i) the Red Book is subject to the Post Project Audit by the City Controller's Office. Consultant will address all comments produced during the audit. The contractor will not be paid final payment until all comments are addressed from the Post Project Audit. It is imperative that the Red Book be accurate and must be kept current as the work progresses.
- l) Buildings and Grounds Projects: Overseeing the proper use and completion of latest version of industry standard AIA and ASLA close out documents, procedures, reports, and submittals. The utilization of AIA and ASLA systems provide an as-built accounting and tabulation of all items on the project
  - i) the AIA and ASLA system is subject to the Post Project Audit by the City Controller's Office. Consultant will address all comments produced during the audit. The contractor will not be paid final payment until all comments are addressed from the Post Project Audit. It is imperative that the AIA and/or ASLA System(s) be accurate and must be kept current as the work progresses.
- m) Monitoring contractor on a routine basis for compliance with Trainee Programs and E.E.O. and D.B.E. requirements.

## 1.07 **Telecommunications Inspection**

Telecommunications Inspection services could consist of, but are not limited to, the following:

- a) Inspecting aerial and underground construction for cable and other telecommunications systems (existing and proposed) in City streets and right-of-ways to ensure construction is in accordance with submitted plans and specifications and in compliance with applicable laws, ordinances, rules and regulations.
- b) Reviewing and field verifying proposed aerial and underground construction drawings submitted by cable and/or telecommunications companies.
- c) Making and recording measurements (e.g., depth, width, height, attachment clearances, etc.) at construction sites to ensure conformance with approved drawings; informs cable and/or telecommunications contractors of discrepancies.
- d) Generating reports based on inspector findings and reviews, recommending and developing correction plan(s).
- e) Inspecting materials used at construction sites (e.g., communication conduit, concrete, asphalt, etc.) to ensure conformance with plans, specifications and City requirements.
- f) Reviewing and recommending construction changes based on existing field conditions; accurately documenting recommended changes.
- g) Verifying that requested make-ready work has been completed as approved.
- h) Inspecting installation of cable and/or telecommunications - related wiring inside and outside City buildings and in other building structures within the City.
- i) Operating equipment (e.g., FS74 Channelizer SR and radio frequency leakage detection receiver, etc.) to ensure cable telecommunication – related system compliance with FCC video signal and RF leakage regulations and specifications.
- j) Inspecting and monitoring outside telecommunications - related installations to ensure compliance with installation boundary restrictions and requirements; reporting boundary violations to supervisor for appropriate action.
- k) Maintaining manual and/or automated records and preparing accurate reports, drawings, etc.
- l) Performing activities and functions of related lower-level personnel and other related tasks/ duties that are assigned or required.

#### 1.08 **Right-of-Way Inspection**

Right-of-Way Inspection services could consist of, but are not limited to, the following:

- a) Monitoring and inspecting construction projects in the city right-of-ways (streets & sidewalks) being performed by utility companies and their subs (non-city contractors); inspecting construction work in progress and upon completion to determine if work meets required city specifications; implementing directives for corrective action when work is not performed to city specifications.
- b) Inspecting construction projects by non-city contractors including but not limited to utility companies and their sub-contractors.
- c) Inspecting construction work in progress and upon completion to determine if it meets required city specifications.
- d) Maintaining accurate daily logs on projects covering such items as materials used, scheduling, one-calls, permits, and daily construction activity.
- e) Preparing and submitting progress reports; monitoring activity of non-city contractors in keeping construction schedules for street and sidewalk restoration.
- f) Enforcing the use of city construction specs for non-city contractors and making recommendations regarding minor engineering variances as required.
- g) Handling or recording complaints or conflicts between contractors, general public, etc., for resolution by city supervisors.
- h) Informing contractor when discrepancies between work being done and city specifications are identified; documenting discrepancies on daily log.
- i) Interpreting construction procedures and specifications for the city as assigned.

#### 1.09 **Project Scheduling and Coordination**

Project Scheduling and Coordination Services could consist of, but are not limited to, the following:

- a) Reviewing the scheduling requirements contained in the bid documents prior to the advertisement for these projects. This would include review of the construction sequence plan, the special provision for the CPM schedule and the estimated calendar days calculated for purposes of assessment of liquidated damages.
- b) Reviewing, commenting on, and approving the contractor's schedule submittals for compliance with the contract documents including

manpower and cost loading within ten (10) days after receipt from the contractor. A CPM schedule shall be prepared unless otherwise authorized.

- c) Reviewing and commenting on the contractor's Monthly Schedule Updates, including manpower and cost loading, and progress reports; directing the contractor after consultation with the City; Taking action when necessary to correct adverse trends of actual progress versus scheduled progress.
- d) Assisting the contractor in scheduling work to coordinate with other contractors, utilities, special events, and outside agencies.
- e) Assist in preparing and commenting on man-hour analysis for various project types.

#### 1.10 **Construction Safety Monitoring Services**

Construction Safety Monitoring Services could consist of, but are not limited to, the following:

- a) Reviewing and commenting on the contractor's submittal of the Safety Program as required by the contract documents within ten (10) days after receipt from the contractor.
- b) Monitoring the contractor's compliance with the safety provisions of approved safety program and contract documents as well as FHWA, AIA, and OSHA laws and regulations. Periodically inspect the project for safety compliance with inspection personnel not affiliated with the project.

#### 1.11 **Community Coordination**

Community Coordination could consist of, but is not limited to, the following:

- a) Attending community meetings pertaining to the project and participate as required.
- b) Providing the City with technical assistance for project-related news releases.

#### 1.12 **Contract Closeout**

Contract Closeout Services could consist of, but are not limited to, the following:

- a) Reviewing, commenting on, and approving the contractor's submittal of closeout documents required by the contract documents within ten (10) days after receipt from the contractor. Typical closeout documents from the contractor include:

- Final Change Order
- Final Estimate
- Acceptance Certificate
- Materials Certificate
- As-built Drawings
- Record Drawings
- Release of Surety from Bonding Company
- Form FHWA-47 Statement of Materials and Labor
- AIA and ASLA Project Close Out Documents
- Form EO-1391 Annual EEO Report
- Final EO-402 Monthly DBE/SBE Report
- Final Settlement Certificate
- ADA Curb Ramp Compliance Forms
- All Outstanding Certified Payrolls
- Outstanding Claims

- b) Assisting in inspections for completing Forms CS-4307 "Past Performance Reports" for each of the contractors and subcontractors working on the site for these projects; Submitting both the work sheets and the finished report; Addressing comments as required.
- c) Providing a recommendation to accept Final Inspection of the projects.

### 1.13 **Claim Analysis and Support**

Claim Analysis and Support could consist of, but is not limited to, the following:

- a) Providing technical support to resolve disputes with the contractor and participate in negotiations, mediation, court actions, and/or arbitration cases arising out of the project as needed.
- b) Assisting in preparing analyses of City and contractor claim issues to assess liability, causation and damages of each, based on entitlement and CPM scheduling and providing a recommendation as to the merit of each claim within thirty (30) days of receipt.
- c) Providing technical support and expert testimony for any legal proceedings arising out of the project, including retention of independent experts for support, if required.
- d) Preparing settlement records following resolution of City and contractor claim issues, documenting contract background, claim history, negotiations, and justification for settlement causation and damages.
- e) Providing technical support to resolve injury and property damage claims arising out of the project demolition activities.

### 1.14 **Project Management and Administration**

Project Management and Administration could consist of, but are not limited to, the following:

- a) Providing a Project Manager, a registered engineer in the Commonwealth of Pennsylvania, or twenty-five (25) years construction management experience who will be responsible for all services provided under this contract.

- b) Preparing progress reports/time sheets for contracted services showing as-planned and actual progress of work tasks on a monthly basis in a form acceptable to the City.
- c) Providing management of all subcontractors including, but not limited to, selection, preparation of agreements, and administration; ensuring that the subcontractors are paid on time or notifying the general contractor as required.
- d) Preparing documents necessary to obtain approvals and/or permits from governmental entities and utility companies as required to complete the project.
- e) Participating in meetings necessary to gain governmental and utility company approvals required to complete the project.
- f) Providing office administrative support to effectively organize and process all of the required documentation for multiple projects.
- g) Providing a full-time Construction Project Manager to oversee the Construction Documentation System (CDS) and the (AIA) and (ASLA) Project Document Systems in accordance with all applicable current manuals. The Project Manager assigned to manage (CDS) projects must be a registered Professional Engineer in the Commonwealth of Pennsylvania. The Project Manager assigned to manage (AIA) and (ASLA) projects must be a registered Professional Architect in the Commonwealth of Pennsylvania
- h) Maintaining project files including, but not limited to, all correspondence, reports, PennDOT and City Standard Drawings, PennDOT Publication 408 (2011), schedules, contractor submittals, permits, original contract documents, addenda, current applications for payment, change orders, PCNs, field orders, inspectors' field diaries, Master Diary, and Red Book, in accordance with PennDOT and City procedures. All project file documents will be turned over to the City upon completion of the project.
- i) The Consulting firm must make assurances that Construction Project Manager assigned to the project remain on the project throughout the life of the projects. It is essential that continuity be maintained with the personnel. The Consultant will provide replacement personnel in the event that any of the assigned individuals is absent from the project longer than one (1) day.

## **2.0 INSTRUCTIONS FOR PROPOSAL PREPARATION**

Letter of Interest Document - Letters of Interest should be a maximum of seven (7) pages (8 1/2" x 11"), typed using 12 font size or larger excluding cover page, organization chart, resumes, Statement of Affiliation (ATTACHMENT E), Price Proposal Form (ATTACHMENT C), MBE/WBE Solicitation and Commitment

Form (ATTACHMENT D), Personal and Professional Services Form (ATTACHMENT F), and Standard Form 330. The Letter of Interest should make specific reference to and discuss the firm's proposal in terms of the criteria that will be used to evaluate the Letters of Interest: project personnel/subconsultant qualifications, past firm performance in providing like services, and WBE/MBE participation/commitment. (See Evaluation Form in ATTACHMENT B.)

Organizational Chart - The firm's organizational chart for providing the services shall be one (1) page.

Resumés - Resumés must use the resumé template from the SF 330 and must not exceed two (2) pages per individual. The maximum number of resumés included with the Letter of Interest shall be five for individuals believed to be key to the project success. Individuals' resumes tailored to the project needs are to be included even in the Annual Qualification Package includes those resumes. The Letter of Interest should specify the role of key individuals in the services to be provided.

Standard Form 330 - The firm's Standard Form 330 documents shall be bound under separate cover.

### **3.0 COMMUNICATIONS REGARDING THE RFLOI**

Upon release of this RFLOI, all respondent communications concerning this solicitation must be directed to the RFLOI Coordinator at the following point of contact:

NAME: Paul Ostrowski  
TITLE: Superintendent Engineer  
ADDRESS: Bureau of Transportation and Engineering  
Department of Public Works  
Room 301, City-County Building  
414 Grant Street  
Pittsburgh, PA 15219  
Phone: 412-255-2034 Fax : 412-255-8847  
E-Mail: paul.ostrowski@pittsburghpa.gov

All official communications should be in writing (e-mails acceptable) to the RFLOI Coordinator. Any verbal communications will be considered unofficial and non-binding on the City.

#### **4.0 CONSULTANT SELECTION PROCESS**

- A. Selection Committee - The City will set up a Selection Committee to review proposals. The Committee will include the appropriate professional and managerial staff of the Bureau. Staff from other departments may also be included.
- B. Advertisement - The City will advertise one time in the Pittsburgh Post Gazette and Pittsburgh Courier and post the RFLOI continuously on its website for the period from advertisement to submission due date.
- C. Request for Letters of Interest - The RFLOI will be available online only.
- D. Mandatory Pre-Submission Meeting and Queries -

The City will convene a mandatory pre-submission meeting and receive written questions and requests for clarifications from candidates up to 4:00 p.m. on August 21, 2015, and respond in writing to all candidates on August 26, 2015. The pre-submission meeting will be **mandatory** and will be held at the following date and time and at the following location:

DATE: August 19, 2015 TIME: 10:00

LOCATION: I & P Large Conference Room  
Department of Innovation & Performance (I & P)  
Room 646, City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

- E. Submission Evaluation - The Selection Committee shall review and evaluate the candidates' proposals based on the attached Submission Evaluation Form. (See ATTACHMENT B.)
- F. Interview/Selection of Top Candidate(s) - The City has elected not to schedule interviews with candidates before finalizing scores. The Committee's evaluations/scores will be forwarded to the Director of Public

Works for review, approval, and consideration in selection of a top candidate. The final selection will be made by the Director of Public Works based on the Committee evaluations and any additional relevant factors and documented in writing.

- G. Notification of top candidate(s) is anticipated by early October 15, 2015. The anticipated Notice to Proceed date for these services is January 2, 2016. The term of this contract will be three years.
- H. Concurrence by Minority/Women Business Development Committee - The Selection Committee's recommendation must be forwarded to the Director for approval and the MBE/WBE Committee for concurrence. In the event that the recommendation does not receive the approval of the MBE/WBE Committee, the firm will be asked to increase the MBE/WBE participation, and if such is not forthcoming, the City will continue the selection process by considering the next ranked firm.
- I. Rights and Options - The City reserves and may exercise the following rights and options with respect to this selection process:
  - (a) To reject any and all proposals and reissue the RFLOI at any time prior to execution of a final contract, if, in the City's opinion, it is in the City's best interest to do so.
  - (b) To supplement, amend, substitute, or otherwise modify this RFLOI at any time prior to selection of one or more respondents for negotiation and to cancel this RFLOI with or without issuing another RFLOI.
  - (c) The City may revise a published advertisement. If the City revises a published advertisement less than ten (10) days before the Letter of Interest due date, the due date will be extended to maintain the minimum ten (10) day advertisement duration if the revision alters the project scope or selection criteria. Candidate firms are responsible to monitor advertisements to assure their Letter of Interest complies with any changes in the published advertisement.

- (d) To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so.
- (e) To reject the proposal of any respondent who, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable or is otherwise not a responsible respondent.
- (f) To reject as informal or non-responsive, any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditional in any way, or deviates from the mandated requirements of the RFLOI.
- (g) To waive any informality, defect, non-responsiveness and/or deviation from this RFLOI that is not, in the City's sole judgment, material to the proposal.

## **5.0 General Conditions/Requirements**

Firm/Personnel Qualifications - By submitting a Letter of Interest for a project that requests engineering services, the consulting firm is certifying that the firm is qualified to perform engineering services in accordance with the laws of the City of Pittsburgh and the Commonwealth of Pennsylvania. The firm is also certifying that it has the available staff, given current work loads, to provide the services.

Disadvantaged Business Enterprise (DBE) and Veteran Owned Business (VOB) Participation – DBE/VOB participation is desired in all City of Pittsburgh contracts. Such participation may be demonstrated by utilization of DBE/VOB firms through the use of subcontracts with such firms in Support, Services, Supplies, etc. The goal for DBE participation shall be as stated in the advertisement. The goals suggested by the City of Pittsburgh for the DBE utilization are 25% MBE and 10% WBE of the dollar volume of the contract and for VOB utilization 5%.

Candidate firms expressing interest in the advertised services must agree to ensure that Disadvantaged Business Enterprise (DBE) firms, as defined in the Transportation Equity Act for the 21st Century (TEA-21) and currently "certified" by the Department of Transportation, shall have the opportunity to participate in any subcontracting or furnishing supplies or services approved under Form 442, Section 1.10(a). Responding firms shall make good faith efforts to meet the DBE goal using DBE firms certified by any of the following agencies: Allegheny County, Department of Minority, Women and Disadvantaged Business Enterprises; Pennsylvania Department of Transportation, Bureau of Equal Opportunity; or Port Authority of Allegheny County, Office of Equal Opportunity. Small firms, Disadvantaged Business Enterprise (DBE) firms, and other firms who have not previously performed work for the City of Pittsburgh are encouraged to submit. Candidate firms shall submit with their Letter of Interest an MBE/WBE/VOB Solicitation and Commitment form included in ATTACHMENT D.

Statement of Affiliation - Candidate firms shall submit a Statement of Affiliations (see ATTACHMENT E) with the City per Section 197.08(c) of the Pittsburgh Code, including:

- A. A description of any contractual or other business relationship with the City or any of its departments, agencies, boards, commissions or authorities, including the value of any contract or business relationship entered into during the three (3) calendar years previous to the execution of this contract;
- B. The firm's qualifications and experience for the performance of services to be rendered under the contract;
- C. An identification of the firm's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the firm is a public corporation, the officers, the members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

Debarment - The firm will have to warrant that it is not prohibited from entering into 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 Article is provided in ATTACHMENT G.

Miscellaneous.

- A. Conflict of Interest. By submission of a proposal to this RFLOI, respondent agrees that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services required under this RFLOI.
- B. No proposal shall be accepted from, or contract awarded to, any individual or firm in which any City employee, director or official has a direct or indirect financial interest in violation of applicable City and State ethics rules. Entities that are legally related to each other or to a common entity which seek to submit separate and competing proposals must disclose the nature of their relatedness.
- C. The City is not liable for any cost associated with the development, transmittal, or presentation of any proposal or material submitted in response to this RFLOI. It shall be the responder's responsibility to review and verify the completeness of its proposal.
- D. Prior to entering into any Contract with a selected respondent, if any is selected, the City must obtain authorization from City Council.

**6.0 CONTRACTUAL REQUIREMENTS (For Information Only.)**

The following will be required of the successful firm in order to enter into contract with the City of Pittsburgh. Additional terms may apply and will be presented at contract negotiations.

Minority and Women Business Enterprise Participation - It will be a term of the contract that final payment shall be conditioned on receipt by the City of a report from the firm detailing:

1. The dollar amount of the contract paid to MBEs along with the names and addresses of those MBEs,
2. The dollar amount of the contract paid to WBEs along with the names and addresses of those WBEs,
3. The dollar amount of the contract paid to VOBs along with the names and addresses of those VOBs and,
4. An explanation of any failure to achieve the goals represented prior to award of the contract.
5. Debarment: The firm will have to warrant that it is not prohibited from entering into contract with the City by reason of disqualification under Subsection (b) of Section 161.22 of the Pittsburgh Code.

Insurance: Prior to the beginning of any work, the firm is to provide to the City certificates of insurance, duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverages for the benefit of the City. The said insurance policy shall be non-cancelable, except upon thirty (30)-day prior written notice to the City. The City shall be named an additional insured as pertains to the Public Liability (General Liability) policy:

|   | <u>Individual<br/>Occurrence</u> | <u>Aggregate</u> |
|---|----------------------------------|------------------|
| <b><u>Public Liability</u></b>                              |                                  |                  |
| Bodily injury, including death and property damage combined | \$500,000                        | \$1,000,000      |
| <b><u>Automobile Liability</u></b>                          |                                  |                  |
| Bodily injury, including death And property damage combined | \$500,000                        | \$1,000,000      |
| <b><u>Professional Liability</u></b>                        | \$1,000,000                      | \$1,000,000      |
| <b><u>Workers' Compensation</u></b>                         | Statutory                        |                  |

All premiums shall be at the expense of the firm. The Public Liability (General Liability) and Auto Liability certificates must state that the policy is an "Occurrence" policy and include the City as an additional insured. "Claims Made" policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of the contract or the completion of all services required hereunder, whichever shall occur later, the firm shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, also with the City named an additional insured, to be forwarded to the Director of Public Works.

Worker's Compensation - The firm will have to certify that it has accepted the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as work covered by the contract is concerned, and that it has insured its liability thereunder in accordance with the terms of said acts, or has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

Anti-Discrimination - The firm is not to 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. The firm will have to comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V - Discrimination, and any amendments thereto. The firm will also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. The firm is to incorporate in any contracts with subcontractors, which may be permitted under the terms of the contract, a requirement that said subcontractors also comply with the provisions of this Article.

Compliance with Laws - The firm is to fully obey and comply with all federal, state and local laws, ordinances and administrative regulations applicable to the work done under the contract.

**ATTACHMENT A**  
**PROPOSED SELECTION PROCESS/SCHEDULE**  
**CONSTRUCTION MANAGEMENT, INSPECTION, AND PROJECT INVOICE**  
**RECONCILIATION SERVICES**

| <b>No.</b> | <b>Event</b>  | <b>Date</b>     |
|------------|---|-----------------|
| 0.         | The City issues Request to advertise to Finance   | <b>8/5/15</b>   |
| 1.         | Advertisement/Posting of RFLOI.   | <b>8/12/15</b>  |
| 2.         | Convene <b>MANDATORY</b> Pre-Submission Meeting<br>(Scheduled for 10:00 am, Room 646 City- County Building) | <b>8/19/15</b>  |
| 3.         | Deadline for Written Queries  | <b>8/21/15</b>  |
| 4.         | The City Issues Responses to Clarification Requests   | <b>8/26/15</b>  |
| 5.         | Deadline for Submittal of Proposals   | <b>9/2/15</b>   |
| 6.         | Committee evaluations/scores finalized and submitted to DPW<br>Director for consideration/final selection.  | <b>9/30/15</b>  |
| 7.         | Notification of Top Candidate   | <b>10/15/15</b> |
| 8.         | Anticipated Start Date of Contract  | <b>1/2/16</b>   |

**ATTACHMENT B - EVALUATION FORM  
- FOR INFORMATION ONLY -**

**CITY OF PITTSBURGH  
DEPARTMENT OF PUBLIC WORKS  
Bureau of Transportation and Engineering  
SUBMISSION EVALUATION FORM – REQUESTS FOR LETTERS OF INTERESTS**

PROJECT TITLE: Construction Management, Inspection, and Project Invoice Reconciliation Services PROJECT NO: 15101

CONSULTANT: \_\_\_\_\_

ITEMS OF CONSIDERATION:

**Rationale for Scores to be provided in lines below.**

|  | MAXIMUM<br>VALUE | POINTS<br>AWARDED |
|--|------------------|-------------------|
| 1. <u>Prime/Subs Project personnel to be Assigned:</u><br>Construction Management, Inspection, Project Close Out experience,<br>disciplines, professional registrations, managerial experience<br><br>_____<br>_____ | 40               | _____             |
| 2. <u>Performance:</u><br>Performance history of firms on similar type projects and<br>other City, PennDOT or County projects / Rate<br>Structure<br><br>_____<br>_____  | 30               | _____             |
| 3. <u>Submission Quality:</u><br>Completeness / Clarity<br><br>_____<br>_____  | 10               | _____             |
| 4. <u>MBE/WBE Participation/Commitment</u><br><br>_____<br>_____   | 10               | _____             |
| 5. <u>Location of Prime's Office:</u><br>Within City – 10 pts. / County - 8 pts. / State - 5 pts / Other - 3 pts   | 10               | _____             |
| TOTAL:   | 100              | _____             |

GENERAL COMMENTS: \_\_\_\_\_

EVALUATOR: Sign: \_\_\_\_\_ DATE: \_\_\_\_\_  
Print: \_\_\_\_\_

(DPW Form 101) (Rev. 07/17/15)



|   |          |                         |  |
|---|----------|-------------------------|--|
| 3. DIRECT COSTS                                       |          | Reimbursement Rate/Cost |  |
| Transportation  |          |                         |  |
| Mileage Reimbursement                                 |          |                         |  |
| Parking Reimbursement                                 |          | Per Receipt             |  |
| Other   |          |                         |  |
| Per Diem  |          |                         |  |
|   |          |                         |  |
| Equipment, Materials, Supplies (specify categories)   | Quantity | Cost                    |  |
|   |          |                         |  |
|   |          |                         |  |
|   |          |                         |  |
|   |          |                         |  |
|   |          |                         |  |
| Total (f)   |          |                         |  |
| Subcontracts (specify company name and assigned task) |          |                         |  |
|   |          |                         |  |
|   |          |                         |  |
|   |          |                         |  |
|   |          |                         |  |

**ATTACHMENT D - MBE/WBE SOLICITATION AND COMMITMENT STATEMENT**

**City of Pittsburgh**  
**Department of Public Works**  
**Bureau of Transportation and Engineering**  
**Project: CONSTRUCTION MANAGEMENT, INSPECTION, AND PROJECT INVOICE RECONCILIATION SERVICES**

CONSULTANT'S NAME: \_\_\_\_\_

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

TELEPHONE: (     ) \_\_\_\_\_

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

PROPOSAL FOR: \_\_\_\_\_  
 \_\_\_\_\_

List below all contracts held with the City of Pittsburgh during the past three years and the MBE and WBE participation obtained in each contract.

| CONTRACT TITLE | CONTRACT DATE | AMOUNT | % PARTICIPATION |     | COMMENTS |
|----------------|---------------|--------|-----------------|-----|----------|
|                |               |        | MBE             | WBE |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |

PREPARED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**ATTACHMENT E: STATEMENT OF AFILIATIONS**

**City of Pittsburgh**  
**Department of Public Works**  
**Bureau of Transportation and Engineering**  
**Project: CONSTRUCTION MANAGEMENT, INSPECTION, AND PROJECT**  
**INVOICE RECONCILIATION SERVICES**

Statement of Affiliations

1. \_\_\_\_\_  
Name of Contractor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Office Address and Phone Number
  
2. List your qualifications and experience for performance of the contract.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Please give a brief description of any contractual or business relationships you have had with the City within the past three years. Please include the dollar value of the contract or business relationship.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Please identify by name and address the contractor 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.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional pages may be attached to complete the information.

**ATTACHMENT F - PERSONAL AND PROFESSIONAL SERVICES FORM  
CITY OF PITTSBURGH CONTRACTS**

**City of Pittsburgh  
Department of Public Works  
Bureau of Transportation and Engineering  
Project: CONSTRUCTION MANAGEMENT, INSPECTION, AND PROJECT  
INVOICE RECONCILIATION SERVICES**

PREVIOUS HISTORY FIRM NAME:

ADDRESS:

TELEPHONE:

CONTACT PERSON:

PROPOSAL FOR:

List below all contracts held with the City of Pittsburgh during the past three years and the MBE and WBE participation obtained in each contract.

| Contract Title | Contract Date | Amount | % Participation |     | Comments |
|----------------|---------------|--------|-----------------|-----|----------|
|                |               |        | MBE             | WBE |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |
|                |               |        |                 |     |          |

If the bidder wishes to have the Personal and Professional Services Review Committee consider any additional information prior to determining whether it is a responsible bidder, that information may be provided. Such information may include, but is not limited to statistics regarding the percentages of women/ minorities employed by the bidder, or information regarding the availability of MBEs and WBEs to perform the type of work required by the contract.

**ATTACHMENT G: DEBARMENT AFFIDAVIT**

COMMONWEALTH OR STATE OF  
\_\_\_\_\_ )

SS:

COUNTY OF \_\_\_\_\_ )

**DEBARMENT AFFIDAVIT**

UNDER PITTSBURGH CODE §161.22 (f)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ 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, the company, corporation, partnership ("Contractor"), or any affiliated individual is prohibited from participating in a CITY of Pittsburgh contract by reason of disqualification as set forth at Pittsburgh Code §161.22 (b).

\_\_\_\_\_

Name:

Title:

SWORN TO and subscribed

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_

Notary Public