

JULY 24, 2014

SOLICITATION

FOR

SNOW PLOWING AND SNOW REMOVAL

FOR THE

PUBLIC PARKING AUTHORITY OF PITTSBURGH

**David G. Onorato
Executive Director**

FORM OF ADVERTISEMENT

PUBLICATION DATE: July 24, 2014

1. The Public Parking Authority of Pittsburgh (“Authority”) shall accept sealed bids for the performance of the snow plowing and snow removal described below (the **Snow Plowing and Snow Removal**) at its office at 232 Boulevard of the Allies, Pittsburgh, Pennsylvania, 15222, at **11:00 AM** local time on **Thursday, August 14, 2014**.
2. Description of the **Snow Plowing and Snow Removal**: The performance of snow plowing and snow removal for various Authority owned parking garages and lots located within the City of Pittsburgh, Pennsylvania, as and when requested by the Authority.
3. The Solicitation, including the Requirements for the Form of Bid, Form of Contract and General Conditions, may be obtained after **3:00 p.m.** local time on **Thursday, July 24, 2014** at the Authority’s office at 232 Boulevard of the Allies, Pittsburgh, PA 15222.
4. A **Mandatory** pre-bid conference will be held at the office of the Public Parking Authority of Pittsburgh, 232 Boulevard of the Allies, Pittsburgh, Pennsylvania 15222 at **10:00 AM** local time on **Friday, August 1, 2014**. The purpose of the pre-bid conference is to provide additional detail regarding the Work. Pre-bid conference attendance is Mandatory.
5. Sealed bids received prior to the deadline will be publicly opened and read at **11:00 AM** local time on **Thursday, August 14, 2014**.
6. The Authority reserves the right to (i) change, at any time prior to the bid deadline of **11:00 AM** local time on **Thursday, August 14, 2014**, the Solicitation, including the Requirements for the Form of Bid, Form of Contract and General Conditions, and any other documents related to the **Snow Plowing, and Snow Removal** (ii) waive any defect, irregularities or informalities in any or all submitted bids; and (iii) reject any or all submitted bids.

David G. Onorato
Executive Director

SOLICITATION

The Public Parking Authority of Pittsburgh (the "Authority") is soliciting bids ("Bid") in the form described in the Requirements for the Form of Bid attached hereto as Exhibit A ("Requirements for the Form of Bid") from firms (hereinafter referred to collectively as "Firms" or individually as a "Firm") that are interested in providing (as defined in the Contract (the "Contract") to be entered into by and between the Authority and a Firm for the provision of Snow Plowing and Snow Removal the form of which Contract is attached as Exhibit B to this Solicitation).

Each Firm should carefully examine this Solicitation, the Requirements for the Form of Bid and the Contract. Any failure of the successful Firm to acquaint itself with the aforementioned documents or all available information concerning the performance of Snow Plowing and Snow Removal will not relieve it from sole responsibility for estimating properly the difficulty or cost of successfully performing Snow Plowing and Snow Removal.

No oral requests will be accepted, and no oral interpretations will be given to any Firm, as to the meaning of this Solicitation, the Requirements for the Form of Bid, the Contract or any other documents or items related to this Solicitation. If a written request is received, a written interpretation will be provided to all Firms in the form of an addendum and all such addenda shall become part of the documents amended in the addenda. No written requests will be accepted after **12:00 p.m. on August 7, 2014**. No Addendum will be mailed after **August 7, 2014**.

No change to or clarification of this Solicitation, the Requirements for the Form of Bid, the Contract or any other documents or items related to this Solicitation shall be effective unless in writing and made available to all Firms submitting Bids. Each Firm shall acknowledge the receipt of each addendum as set forth in the Certificate of Bid attached to the Requirements for the Form of Bid as Schedule 3. Failure to acknowledge receipt of an addendum may disqualify the Firm from consideration to provide Snow Plowing and Snow Removal.

Each Firm interested in performing Snow Plowing and Snow Removal must submit one (1) bound copy of its Bid. Each Bid shall contain the information requested in the Requirements for the Form of Bid and be clearly marked "BID FOR PERFORMANCE OF SNOW PLOWING AND SNOW REMOVAL". A sealed envelope containing one (1) bound copy of the Bid shall be delivered on or before **11:00 a.m.** local time on **Thursday August 14, 2014** to: Mr. Christopher Holt, Director of Project Management, Public Parking Authority of Pittsburgh, 232 Boulevard of the Allies, Pittsburgh, Pennsylvania, 15222. Sealed Bids received prior to the deadline will be publicly read at **11:00 a.m.** local time on **Thursday August 14, 2014**. Bids received after **11:00 a.m.** local time on **Thursday August 14, 2014** will not be considered by the Authority.

The Authority shall review each Bid and evaluate each prospective Firm. The final selection of the Firm(s) for the provision of Snow Plowing and Snow Removal shall be based upon the following factors, all as evaluated by the Authority based upon the information in each Firm's Bid: (i) the ability to meet the requirements set forth in the Requirements for the Form of Bid and the Contract; (ii) the Firm's qualifications to provide Snow Plowing and Snow Removal; (iii) prior experience providing Snow Plowing and Snow Removal (including reference checks); (iv) the cost of the Snow Plowing and Snow Removal to the Authority; and (v) the completeness of the Firm's Bid. In addition, if a Firm previously has performed services for the Authority, the Authority shall consider in its evaluation the quality of the prior services performed for the Authority.

The Authority shall also consider the following with regard to the City of Pittsburgh (the "City"). If the receipts of the Contract are subject to the business privilege tax as specified in Chapter 243 of the Pittsburgh Code, failure to register with the City shall cause a Firm to be disqualified from consideration for an award of a Contract. (Each Firm may contact the City's Department of Finance to determine whether it is liable for the payment of the business privilege tax.) No Contract will be awarded to any Firm who is from any cause in arrears to the City (other than arrears which are the subject of a good faith dispute pursuant to which the Firm has instituted appropriate legal action and has posted all necessary bonds and security) or who has failed in any former contract with the City to perform work satisfactorily, either as to the character of the work or the time consumed in its completion.

A Bid may be rejected if it shows any omission, alteration of form, additions or deductions not called for, conditional or uninvited alternate proposals or other irregularities of any kind. FAILURE OF A FIRM, FOR ANY REASON WHATSOEVER, TO SUBMIT THE INFORMATION REQUIRED BY THIS SOLICITATION OR THE REQUIREMENTS FOR THE FORM OF BID OR FAILURE TO QUALIFY AS A RESPONSIBLE FIRM IN THE SOLE JUDGMENT OF THE AUTHORITY, SHALL CONSTITUTE SUFFICIENT GROUNDS FOR REJECTION OF THE FIRM'S BID.

The Authority reserves the right to (i) change, at any time prior to the proposal deadline of **11:00 a.m.** local time on **Thursday, August 14, 2014**, the Solicitation, including the Requirements for the Form of Bid, Form of Contract and the General Conditions attached to the Form of Contract as **Exhibit B**, and any other documents related to the Snow Plowing and Snow Removal; (ii) waive any informality in any or all submitted proposals; and (iii) reject any or all submitted bids.

Exhibit "A"

Requirements for the Form Of Bid

Exhibit A

REQUIREMENTS FOR THE
FORM OF BID FOR THE
PROVISION OF SNOW PLOWING AND SNOW REMOVAL
FOR THE
PUBLIC PARKING AUTHORITY OF PITTSBURGH

INTRODUCTION

Each Firm (as defined in the Solicitation dated **July 24, 2014**, (the "Solicitation") issued by the Public Parking Authority of Pittsburgh (the "Authority")) interested in providing Snow Plowing and Snow Removal (as defined in the Contract (the "Contract") to be entered into by and between the Authority and a Firm for the provision of Snow Plowing and Snow Removal, the form of which Contract is attached as Exhibit B to the Solicitation) shall submit its Bid in four (4) parts as follows:

- PART I BACKGROUND INFORMATION
- PART II MBE/WBE COMMITMENT
- PART III FEE PROPOSAL
- PART IV CERTIFICATE OF BID

BACKGROUND INFORMATION

Part I of the Firm's Bid shall include the following information:

- a. Background and qualifications of the Firm.
- b. Evidence of the Firm's financial capability to provide snow plowing and snow removal.

- c. List of current or previously comparable snow plowing and snow removal provided by the Firm including:
 - 1. Client (name, address and telephone number);
 - 2. Brief description of the services provided; and
 - 3. Year(s) services provided.
- d. Telephone number(s) by which the Authority may contact Firm management twenty-four (24) hours a day, seven (7) days a week.

MBE/WBE COMMITMENT

It is recognized that the current business pools in the City of Pittsburgh ("City") for many of the services, supplies and equipment that the Authority contracts for do not include representative percentages of minorities or females. The Authority wishes to encourage minority and female participation in all business pools through the use of Minority Business Enterprises ("MBEs") and Women Business Enterprises ("WBEs") (as those terms are defined by the City's Office of Minority and Women Business Enterprises as of the date of the Solicitation). The goal for MBE participation in Authority-awarded contracts shall be equal to 25% and the goal for WBE participation shall be equal to 10% of the dollar volume of each contract awarded. A Firm may reach these goals through the use of MBE or WBE suppliers or subcontractors. If a Firm is unable to meet the goals discussed above through the use of MBEs and WBEs, the Authority will recognize amounts paid to minority and female employees who are employed by a Firm and who perform snow plowing and snow removal. The relevant standard by which the Authority will review a Firm's efforts to reach this goal will be the number of MBEs, WBEs and other business enterprises that were contacted, the nature of the contacts, the proportionate number of such business enterprises operating within the City that are MBEs and WBEs and the proportionate amount of the business such entities perform, the number of the Firm's employees and minority and female employees, and the reasons why the

Firm chose the subcontractors, suppliers and employees it did. The Authority, with the help of the City's Office of Minority and Women Business Enterprises, intends to monitor Firms' solicitation and selection efforts closely.

Part II of the Firm's Bid shall consist of the completed forms listed below (and included in Schedule 1 of this Requirements for the Form of Bid) which, when complete, shall describe a Firm's involvement with qualified MBEs and WBEs.

Each Firm shall include the following with its Bid:

- (1) Certificate of MBE and WBE Business Participation
- (2) MBE/WBE Solicitation Statement
- (3) Previous History Form
- (4) MBE/WBE Commitment Statement

FEE PROPOSAL

Part III of the Firm's Bid shall state the proposed hourly cost to the Authority for the Firm's provision of Snow Plowing and Removal. Such information shall be submitted in the form of the Fee Proposal included in Schedule 2 of this Requirements for the Form of Bid. Each Firm is responsible for the compatibility of its Bid with the restrictions and conditions set forth in Schedule 2.

CERTIFICATE OF BID

Part IV of the Firm's Bid shall include a written certificate signed by the Firm in the form attached to this Requirements for the Form of Bid as Schedule 3.

NOTE: FAILURE TO PROVIDE ANY OF THE INFORMATION OR DOCUMENTS REQUESTED IN THIS REQUIREMENTS FOR THE FORM OF BID OR THE WRITTEN CERTIFICATE DESCRIBED ABOVE SHALL BE CONSIDERED GROUNDS FOR REJECTION OF A BID AND NO AWARD SHALL BE BINDING UPON THE AUTHORITY UNLESS AND UNTIL IT RECEIVES SUCH INFORMATION AND DOCUMENTS WITHIN THE REQUIRED TIME.

Part I

BACKGROUND INFORMATION

(see attached)

Experience Questionnaire

Bidders' Name _____

Primary Contact
Person's Name _____

Phone No. _____

No. Years
in Business _____

Aggregate Amount (In Dollars)
of Work Completed Within Last Twelve Months \$ _____

Bonding Company
(include address) _____

Phone No. _____

Bonding Limit \$ _____

List Three Architect and/or Engineer References

1. _____

Phone No. _____

2. _____

Phone No. _____

3. _____

Phone No. _____

List the Last Three Projects Completed by Bidder:

1. Project Name: _____ Name, Address and Phone No. of Owner _____

Contract Amount: _____

Date Project Completed: _____

Description of Project: _____

2. Project Name: _____ Name, Address and Phone No. of Owner _____

Contract Amount: _____

Date Project Completed: _____

Description of Project: _____

3. Project Name: _____ Name, Address and Phone No. of Owner _____

Contract Amount: _____

Date Project Completed: _____

Description of Project: _____

Schedule 1

MBE/WBE Forms – Part II

(see attached)

CERTIFICATE OF MBE/WBE BUSINESS PARTICIPATION

The undersigned ("Bidder") certifies that it understands and agrees to the requirement that Minority and Women Business Enterprises' participate in every contract awarded by the Public Parking Authority of Pittsburgh ("Authority") and the goal of the Authority is that Minority Business Enterprise participation be equal to a minimum of twenty-five (25%) percent and Women Business Enterprise participation be equal to a minimum of ten (10%) percent of the dollar volume of any contract awarded by the Authority.

Failure of Firm to comply with these conditions or failure to sign and submit this Certificate with the Firm's Bid shall disqualify the Bid.

Name of Firm _____

By (Signed) _____

Title _____

Date _____

Project: **SNOW PLOWING AND SNOW REMOVAL PROJECT 2014-2015**

Department: Project Management

PUBLIC PARKING AUTHORITY OF PITTSBURGH

MINORITY AND WOMEN BUSINESS COMMITMENT STATEMENT

PROJECT: SNOW PLOWING AND REMOVAL CONTRACT

Department: Project Management

BIDDER MAY UTILIZE THE SERVICES OF SUBCONTRACTOR(S) AND/OR SUPPLIER(S) FOR THE FOLLOWING CATEGORIES:

	<u>Total Estimated Subcontractor(s)</u>	<u>MBE Estimated Dollar Amount</u>	<u>WBE Estimated Dollar Amount</u>
(Identify by name, Certification Number and Certifying Agency)			

	<u>Total Estimated Dollar Amount</u>	<u>MBE Estimated Dollar Amount</u>	<u>WBE Estimated Dollar Amount</u>
Supplier(s) (Identify by name, Certification Number and Certifying Agency)			

BIDDER SHALL PROVIDE EMPLOYMENT FOR THE WORK AS FOLLOWS:

Estimated Compensation
All Employees

Estimated Compensation
Minority and Women Employees

I, the undersigned do hereby certify that this form contains no misrepresentations or falsifications, omissions or concealment of material fact, and that the information given by me is true and complete to the best of my knowledge and belief. I am aware that all information on this form is subject to investigation.

Bidder Name _____

By (Signed) _____

Title _____

Date _____

MBE/WBE COMMITMENT STATEMENT

Additional Information

The Bidder wishes to present the following as additional and supplemental information to its MBE/WBE Solicitation and Commitment Statement:

Prepared by: _____ Title: _____ Telephone: _____

Schedule 2

FEE PROPOSAL – Part III

(see attached)

Project: Snow Plowing and Snow Removal 2014 - 2015

Contract No: PPAP-SN11

The Firm listed above (referred to herein as "Contractor") hereby offers and agrees to provide, under the terms of the Contract (the "Contract") to be entered into by and between the Authority and a Firm for the provision of Snow Plowing and Snow Removal (as defined in the Contract, the form of which Contract is attached as Exhibit B to the Solicitation dated **July 24, 2014** (the "Solicitation") issued by the Public Parking Authority of Pittsburgh ("Authority")), including all labor, equipment, materials, services, and anything else necessary to fully provide Snow Plowing and Snow Removal.

Contractor hereby offers and agrees to provide all labor, equipment, materials, services, and anything else necessary to fully perform the Snow Plowing and Snow Removal to the satisfaction of the Authority, including, without limitation, the furnishing of a Performance Bond (as defined in the Contract) for the following amount:

SNOW PLOWING AND SNOW REMOVAL
FOR LOTS AND GARAGE AREAS
PROPOSAL COSTS:

ZONE "A" LOTS	SURFACE AREA	COST PER LOT Snow Plowing For Whole Lot (Surface Area)
Sheridan-Harvard	2340 Sq. Yds.	\$
Penn Circle North West	4900 Sq. Yds.	\$
Sheridan Kirkwood	3255 Sq. Yds.	\$
Harvard Beatty	2300 Sq. Yds.	\$
Ansley Beatty	800 Sq. Yds.	\$
Eva Beatty	4525 Sq. Yds.	\$
Tamello Beatty	2800 Sq. Yds.	\$

TOTAL COST FOR ZONE "A" – SNOW PLOWING SURFACE AREAS \$ _____ x 10=\$ _____ (1)*

NOTE: PLOWING OF DRIVE LANES ONLY WILL BE PAID AT 65% OF THE WHOLE LOT PRICE.

REMOVAL AND HAULING OF SNOW

**Estimated Hours _____	Equipment Piece	Cost per Hour	Total Cost
30	Front end loader with operator	\$ _____	\$ _____ (2)
60	Triaxle or Tamden Dump with operator	\$ _____	\$ _____ (3)

TOTAL BASE BID FOR ZONE A (sum of (1)+(2)+(3)) \$ _____

List equipment for both plowing and snow removal, including serial numbers, and load capacities of equipment to be used in this work:

*Estimated quantity of call outs for snow plowing is 10 times per year.

**There have been 0 hours used for removal and hauling of snow in the past two years.

SNOW PLOWING AND SNOW REMOVAL
FOR LOTS AND GARAGE AREAS
PROPOSAL COSTS:

ZONE "B" LOTS	SURFACE AREA	COST PER LOT Snow Plowing For Whole Lot (Surface Area)
Forbes-Shady	2170 Sq. Yds.	\$
Beacon-Bartlett	2180 Sq. Yds.	\$
Douglas-Phillips	1675 Sq. Yds.	\$
Ivy-Bellefonte	2350 Sq. Yds.	\$
Homewood-Zenith	900 Sq. Yds.	\$
Centre-Craig	1354 Sq. Yds.	\$

TOTAL COST FOR ZONE "B" – SNOW PLOWING SURFACE AREAS \$ _____ x 10=\$ _____ (1)*

NOTE: PLOWING OF DRIVE LANES ONLY WILL BE PAID AT 65% OF THE WHOLE LOT PRICE.

REMOVAL AND HAULING OF SNOW

**Estimated Hours	Equipment Piece	Cost per Hour	Total Cost
30	Front end loader with operator	\$ _____	\$ _____ (2)
60	Triaxle or Tamden Dump with operator	\$ _____	\$ _____ (3)

TOTAL BASE BID FOR ZONE A (sum of (1)+(2)+(3)) \$ _____

List equipment for both plowing and snow removal, including serial numbers, and load capacities of equipment to be used in this work:

*Estimated quantity of call outs for snow plowing is 10 times per year.

**There have been 0 hours used for removal and hauling of snow in the past two years.

**SNOW PLOWING AND SNOW REMOVAL
FOR LOTS AND GARAGE AREAS
PROPOSAL COSTS:**

ZONE "C" LOTS	SURFACE AREA	COST PER LOT Snow Plowing For Whole Lot (Surface Area)
18 TH & Sidney	1450Sq. Yds.	\$
East Carson Street	1140 Sq. Yds.	\$
Shiloh Street (Upper Deck)	1275 Sq. Yds.	\$
Brownsville-Sankey	3760 Sq. Yds.	\$
Main Alexander	1533 Sq. Yds.	\$
Walter Warrington	876 Sq. Yds.	\$
Asteroid Lot	420 Sq. Yds.	\$
19 th & Carson Street	1226Sq. Yds.	\$
Beechview Street	536 Sq. Yds.	\$
18 th & Carson Street	1380 Sq. Yds.	\$
20 th & Sidney	1555 Sq. Yds.	\$

TOTAL COST FOR ZONE "C" – SNOW PLOWING SURFACE AREAS \$ _____ x 10=\$ _____ (1)*

NOTE: PLOWING OF DRIVE LANES ONLY WILL BE PAID AT 65% OF THE WHOLE LOT PRICE.

REMOVAL AND HAULING OF SNOW

**Estimated Hours	Equipment Piece	Cost per Hour	Total Cost
30	Front end loader with operator	\$ _____	\$ _____ (2)
60	Triaxle or Tamden Dump with operator	\$ _____	\$ _____ (3)

TOTAL BASE BID FOR ZONE A (sum of (1)+(2)+(3)) \$ _____

List equipment for both plowing and snow removal, including serial numbers, and load capacities of equipment to be used in this work:

*Estimated quantity of call outs for snow plowing is 10 times per year.

**There have been 0 hours used for removal and hauling of snow in the past two years.

**SNOW PLOWING AND SNOW REMOVAL
FOR LOTS AND GARAGE AREAS
PROPOSAL COSTS:**

ZONE "D" LOTS	SURFACE AREA	COST PER LOT Snow Plowing For Whole Lot (Surface Area)
East Ohio Street	3700 Sq. Yds.	\$
42nd & Butler	1000 Sq. Yds.	\$
Friendship-Cedarville	2400 Sq. Yds.	\$
Taylor Street	1067 Sq. Yds.	\$
Observatory Hill	832 Sq. Yds.	\$
5224 Butler	590 Sq. Yds.	\$

TOTAL COST FOR ZONE "D" – SNOW PLOWING SURFACE AREAS \$ _____ x 10=\$ _____ (1)*

NOTE: PLOWING OF DRIVE LANES ONLY WILL BE PAID AT 65% OF THE WHOLE LOT PRICE.

REMOVAL AND HAULING OF SNOW

**Estimated Hours	Equipment Piece	Cost per Hour	Total Cost
30	Front end loader with operator	\$ _____	\$ _____ (2)
60	Triaxle or Tamden Dump with operator	\$ _____	\$ _____ (3)

TOTAL BASE BID FOR ZONE A (sum of (1) +(2)+(3)) \$ _____

List equipment for both plowing and snow removal, including serial numbers, and load capacities of equipment to be used in this work:

*Estimated quantity of call outs for snow plowing is 10 times per year.

**There have been 0 hours used for removal and hauling of snow in the past two years.

SNOW PLOWING AND SNOW REMOVAL
FOR LOTS AND GARAGE AREAS
PROPOSAL COSTS:

ZONE "E" GARAGES	SURFACE AREA	COST PER GARAGE Snow Plowing
Wood Allies Garage Roof	1,858 Sq. Yds.	\$
Ninth & Penn Garage Roof	3,559 Sq. Yds.	\$
Smithfield-Liberty Garage Roof	2,976 Sq. Yds.	\$
Forbes Semple Garage Roof	3,000 Sq. Yds.	\$
Shadyside Garage Roof	1,590 Sq. Yds.	\$
First Avenue Garage Roof	7,235 Sq. Yds. (approx.)	\$
Grant Street Transportation Center Garage Roof (Area 'A' & Area 'B')	2,800 Sq. Yds. (Area 'A') 3,475 Sq. Yds. (Area 'B') (approx. areas)	\$
Fort Duquesne and Sixth Street Garage Roof	5,600 Sq. Yds.	\$

***RUBBER BLADE MUST BE USED ON GARAGE ROOFS.**

If roof is damaged and rubber blade was not used, the Contractor will be held liable.

TOTAL COST FOR ZONE "E" – SNOW PLOWING SURFACE AREAS \$ _____ x 10=\$ _____ (1)*

List equipment for plowing including serial numbers. Please be aware of garage clearance is 6' 6" it is recommended to use a pick up truck, ¾ ton or smaller.

*Estimated quantity of call outs for snow plowing is 10 times per year.

**There have been 0 hours used for removal and hauling of snow in the past two years.

**SNOW PLOWING AND SNOW REMOVAL
FOR LOTS AND GARAGE AREAS
PROPOSAL COSTS:**

ZONE "F" GARAGES	SURFACE AREA	COST PER GARAGE Snow Plowing
Second Avenue	24,420 Sq. Yds.	\$
Mon Wharf Ramp	1,100 Sq. Yds.	\$

TOTAL COST FOR ZONE "F" – SNOW PLOWING SURFACE AREAS \$ _____ x 10=\$ _____ (1)*

REMOVAL AND HAULING OF SNOW

**Estimated Hours _____	Equipment Piece	Cost per Hour	Total Cost
30	Front end loader with operator	\$ _____	\$ _____ (2)
60	Triaxle or Tamden Dump with operator	\$ _____	\$ _____ (3)

TOTAL BASE BID FOR ZONE A (sum of (1)+(2)+(3)) \$ _____

List equipment for both plowing and snow removal, including serial numbers, and load capacities of equipment to be used in this work:

*Estimated quantity of call outs for snow plowing is 10 times per year.

**There have been 0 hours used for removal and hauling of snow in the past two years.

The pricing set forth above shall apply only to the initial year of the Contract. The Authority has an option to renew the Contract for an additional year two times. If the Authority exercises its option, the contractors rates for each additional year shall be increased by three percent (3%) over the rates paid in the previous year.

Firm understands and agrees that the above proposed fees are subject to the following limitations:

1. Low bidder for that zone will be determined by total cost for that zone using an estimated quantity of 10 visits per zone for the winter at the whole lot pricing. Low Bidder will be awarded a contract for more than one zone, provided that the Bidder shows evidence that he or she would be able to work in the zones simultaneously and meet all completion time requirements.
2. City Business Privilege Tax is the Contractor's responsibility and is considered an overhead cost and Contractor shall not be reimbursed for such cost.
3. Subcontractors must be identified and approved by the Authority's Director of Project Management. **There shall be no mark up of subcontractors costs.**
4. No payment shall be made for overtime work.

Signature(s) _____

Date: _____

Schedule 3

CERTIFICATE OF BID – Part IV

(see attached)

CERTIFICATE OF BID

_____ ("Firm") is hereby submitting a
[insert name of firm]
Bid (the "Bid") to the Public Parking Authority of Pittsburgh (the "Authority") to provide Snow
Plowing and Snow Removal (as defined in the Contract (the "Contract") to be entered into by and
between the Authority and a Firm for the provision of Snow Plowing and Snow Removal the
form of which Contract is attached as Exhibit B to the Solicitation dated July 24, 2014 (the
"Solicitation") issued by the Authority)).

Firm hereby acknowledges receipt of the addenda hereinafter listed and agrees that the said
addenda shall become part of the documents amended in the addenda. (List below the number
and the issuing dates of each addenda received).

_____ Date _____
_____ Date _____
_____ Date _____

Firm is/is not [circle one] a Minority Business Enterprise ("MBE") or a Women's Business
Enterprise ("WBE"). Firm is certified as a

_____ [state whether an MBE or WBE or NA if not an MBE or WBE]
by _____.
[insert name of certifying agency]

Firm understands and agrees that prior to the final award of the Contract to provide Snow Plowing and Snow Removal Firm will be required to provide to the Authority within ten (10) days of the award of the Contract, if not already included with the Bid, (i) the Bonds described in Section 3 of the Contract; and (ii) Certificates of Insurance as described in Section 27 of the General Conditions attached to the Contract as Exhibit C. In addition, Firm understands and agrees that as a condition to the final award of a Contract it shall be required to execute a written contract in form identical to the Contract within ten (10) days of the grant of the award of the Contract.

By: _____
Signature of Authorized Officer

Print Name of Authorized Officer

Title of Authorized Officer

Firm's City of Pittsburgh Tax I.D. Number

Firm's MBE/WBE Certification Number (if applicable)

Exhibit "B"

FORM OF CONTRACT

FORM OF CONTRACT

THIS CONTRACT IS MADE as of the ____ day of _____, 2014, by and between the PUBLIC PARKING AUTHORITY OF PITTSBURGH, (hereinafter "Authority") with offices at 232 Boulevard of the Allies, Pittsburgh, PA 15222 , and _____ (hereinafter "Contractor") with offices at _____.

WITNESSETH:

WHEREAS, the Authority solicited proposals from firms for the provision of **Snow Plowing** and **Snow Removal** and (hereinafter defined); and

WHEREAS, the Contractor submitted to the Authority a Bid for Provision of **Snow Plowing** and **Snow Removal** (the "Bid"); and

WHEREAS, the Authority awarded this Contract to Contractor based upon its Bid; and

WHEREAS, Contractor desires to enter into this Contract to set forth the terms and conditions under which the Contractor shall provide Snow Plowing and/or Snow Removal at Authority-operated garages and surface lots.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Definition of Snow Plowing and Snow Removal. The term Snow Plowing and Snow Removal, as used in this Contract shall mean the Contractor's performance of Snow Plowing and Snow Removal for Authority owned parking garages and lots located within the City of Pittsburgh, Pennsylvania, as listed below, as and when requested by the Authority and includes all labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations under this Contract.

ZONE "A"

- (1) Sheridan-Harvard Lot: East Liberty, situated at the corner of Sheridan Avenue and Harvard Street. 2340 Sq. Yds.
- (2) Penn Circle North West Lot: East Liberty, situated on Penn Circle. 4900 Sq. Yds.
- (3) Sheridan-Kirkwood Lot: East Liberty, situated at the corner of Sheridan Avenue and Kirkwood Street. 3255 Sq. Yds.
- (4) Harvard-Beatty Lot: East Liberty, situated at the corner of Harvard and North Beatty Streets. 2300 Sq. Yds.
- (5) Ansley-Beatty Lot: East Liberty, situated at the corner of North Beatty and Ansley Streets. 800 Sq. Yds.
- (6) Eva-Beatty Lot: East Liberty, situated at the corner of Beatty and Eva Streets. 4525 Sq. Yds.
- (7) Tamello-Beatty Lot: East Liberty, situated at the corner of Tamello Way and South Beatty Street. 2800 Sq. Yds.

ZONE "B"

- (1) Forbes-Shady Lot: Squirrel Hill, situated on Shady Avenue just North of Forbes Avenue. 2170 Sq. Yds.
- (2) Beacon-Bartlett Lot: Squirrel Hill, situated between Beacon Avenue and Bartlett Street, west of Murray Avenue. 2180 Sq. Yds.
- (3) Douglas-Phillips Lot: Squirrel Hill, situated between Douglas Street and Phillips Avenue, east of Murray Avenue. 1675 Sq. Yds.
- (4) Ivy-Bellefonte Lot: Shadyside, situated between Ivy Street and Bellefonte, north of Walnut Street. 2350 Sq. Yds.
- (5) Homewood-Zenith Lot: Homewood, situated at the corner of Kelly Street and Homewood Avenue. 900 Sq. Yds.
- (6) Center-Craig Lot: Oakland, situated at the corner of Center Avenue and Craig Street. 1354 Sq. Yds.

ZONE "C"

- (1) 18th & Sidney Lot: Southside, situated at the corner of 18th and Sidney Streets. 1450 Sq. Yds.
- (2) East Carson Street Lot: Southside, situated between East Carson Street and Bingham Street, west of 13th street. 1140 Sq. Yds.
- (3) Shiloh Street Lot: Mt. Washington, situated on Virginia Avenue near Shiloh Street. 1275 Sq. Yds.
- (4) Brownsville-Sankey Lot: Carrick, situated between Brownsville Road and Sankey avenue. 3760 Sq. Yds.
- (5) Main-Alexander Lot: West End, situated on Alexander Street, between Main Street and Neptune Street. 1533 Sq. Yds.
- (6) Walter-Warrington Lot: Allentown, situated between Warrington Avenue and Manton Way. 876 Sq. Yds.

ZONE "C"

- (7) Asteroid Lot: Allentown, situated at the corner of Warrington Avenue and Asteroid Way. 420 Sq. Yds.
- (8) 19th & Carson Street Lot: Southside, situated on East Carson Street between 19th Street and 20th Street. 1226 Sq. Yds.
- (9) Beechview Lot: Beechview, situated on Broadway avenue and Beechview Avenue. 536 Sq. Yds.
- (10) 18th & Carson Street Lot: Southside, situated at the corner of 18th and Carson Streets. 1380 Sq. Yds.
- (11) 20th & Sidney Lot: Southside, situated at the corner of 20th and Sidney Streets. 1555 Sq. Yds.

ZONE "D"

- (1) East Ohio Street Lot: North Side, situated at the corner of East Ohio and Middle Streets. 3700 Sq. Yds.
- (2) 42nd & Butler Street Lot: Lawrenceville, situated between Butler Street and Pleasant Way, between 42nd & 43rd Streets. 1000 Sq. Yds.
- (3) Friendship-Cedarville Lot: Bloomfield, situated at the corner of Friendship Avenue and Cedarville Street. 2900 Sq. Yds.
- (4) Taylor Street Lot: Bloomfield, Situated between Taylor Street and Orville Way. 1067 Sq. Yds.
- (5) Observatory Hill: Northside, situated at the corner of Perrysville Avenue, and Mairdale Avenue, across from Perry Traditional Academy. 832 Sq. Yds.
- (6) 5224 Butler Street Lot: Lawrenceville, situated between Butler Street and Dresden Way, between 52nd & 53rd Streets. 590 Sq. Yds.

ZONE "E"

- (1) Wood Allies Garage: is located on the Boulevard of the Allies between Wood Street and Stanwix Street Downtown. 1,858 Sq. Yds. (Traffic membrane coated.)
- (2) Ninth & Penn Garage: is situated between Ninth Street & Penn Avenue Downtown. 3,559 Sq. Yds. (Traffic membrane coated.)
- (3) Smithfield-Liberty Garage: is situated between Smithfield Street and Liberty Avenue Downtown. 2,976 Sq. Yds. (Traffic membrane coated.)
- (4) Forbes Semple Garage: is located in the Oakland area of Pittsburgh. 3,000 Sq. Yds. (Traffic membrane coated.)
- (5) Shadyside Garage: is located in the heart of the Shadyside Business District of Pittsburgh. Approx. 1,778 Sq. Yds.
- (6) First Avenue Garage: is located at 600 First Avenue adjacent to the Municipal Courts Building Downtown. Approx. 7,235 Sq. Yds.
- (7) Grant Street Transportation Center: is situated between 11th Street and 12th Street Downtown. Approx. - 2,800 Sq. Yds (Area A Garage) & 3,475 Sq. Yds. (Area B Garage).
- (8) Fort Duquesne and Sixth Garage: is located at the corner of Fort Duquesne Blvd. and Sixth Street Downtown. 5600 Sq. Yds.

ZONE "F"

- (1) Second Avenue: is located on Second Avenue Downtown. 24,420 Sq. Yds.
- (2) Mon Wharf Ramp: is located on the southernmost edge of town under the Fort Pitt Boulevard on the Monongahela River. 1,100 Sq. Yds.

2. Scope of Work. The scope of work for Snow Plowing and Snow Removal is described in the Scope of Work attached hereto as Exhibit C and made a part hereof.

3. Term of the Contract. The term of this Contract shall commence on _____ and shall terminate on _____. The Authority shall have the option to renew this Contract with the approval of the Contractor for one (1) additional year two times by giving Contractor written notice of extension no later than thirty (30) days prior to the expiration date. Such renewal(s) shall be on the same terms and conditions as contained herein, except that Contractor's base bid hereunder shall increase by three percent (3%) each renewal.

4. Bond. Throughout the term of this contract, Contractor shall maintain a performance bond and payment bond executed by a surety company authorized to do business in the Commonwealth of Pennsylvania. Each bond shall be in an amount equal to the sum of the base bids per zone for each zone awarded by the Authority to the Contractor multiplied by the number ten (10). The performance bond shall be solely for the protection of the Authority and shall be conditioned upon the faithful performance of the terms of the contract. The payment bond shall be solely for the protection of any individuals or entities that supply labor or materials to the Contractor, or to any of its subcontractors, in the prosecution of the working provided for in this contract. The payment bond shall be conditioned for the prompt payment of all material furnished or labor supplied or performed in the prosecution of any such work.

5. Performance of Snow Plowing and Snow Removal.

- (a) The contractor shall proceed with the work upon notification by Authority personnel at the snow falls of 3 inches or greater.
- (b) For each visit to a lot to plow 3 inches but not more than 6 inches of snow in the entire lot, contractor shall be paid to plow at the Unit Prices submitted.
- (c) For each visit to a lot to plow 3 inches but not more than 6 inches of snow in the drive lanes only of the lot, contractor shall be paid 65% of the Unit Prices submitted.

6. Payment: Payment for Snow Plowing and Snow Removal shall be made to Contractor in accordance with the applicable provisions of the General Conditions attached to this Contract as Exhibit B and made a part hereof.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

Contractor's Name

ATTEST:

By: _____

Title

Title

**PUBLIC PARKING AUTHORITY
OF PITTSBURGH**

ATTEST:

By: _____
Christopher E. Holt

By: _____
David G. Onorato, CAPP

Director of Project Management
Title

Executive Director
Title

Exhibit C
(to the Form of Contract)

GENERAL CONDITIONS

(SEE ATTACHED)

Exhibit C
(to the Form of Contract)
General Conditions

GENERAL CONDITIONS TO SNOW PLOWING
AND SNOW REMOVAL CONTRACT

1. **Definitions.** (a) Capitalized terms, unless otherwise defined in these General Conditions, shall have the meaning set forth in the Contract (the "Contract") by and between the Authority and Contractor to which these General Conditions are attached as Exhibit B.

(b) The term "Contract Documents" means the Solicitation dated **July 24, 2014** (the "Solicitation") issued by the Authority for the Snow Plowing and Snow Removal, the Contract, these General Conditions, the Requirements for the Form of Bid attached as Exhibit A to the Solicitation, the Certificate of Bid submitted by the Contractor with its Bid submitted to the Authority in response to the Solicitation and any drawings issued by the Authority, or its agent, in connection with a Project.

2. **Contract Documents.** The Contract Documents form the Contract, and they are as fully a part of the Contract as if therein attached or therein repeated. The intent of the Contract Documents is to require everything necessary for the proper execution and completion of Snow Plowing and Snow Removal except where specific exceptions are stated.

3. **Labor.** Only competent and first class workers, who will work in harmony with other persons at work sites or adjacent thereto, shall be engaged in the performance of Snow Plowing and Snow Removal. Should the Authority deem anyone employed in performing Snow Plowing and Snow Removal incompetent or unfit for his duties and so certify, Contractor shall remove such worker from performance of Snow Plowing and Snow Removal, and shall not again, without the Authority's permission, employ or otherwise engage such person in performance of Snow Plowing and Snow Removal.

4. **Supervision.** Contractor must give as much personal attention to the performance of Snow Plowing and Snow Removal as is necessary to secure consistent, regular and prompt prosecution of Snow Plowing and Snow Removal.

5. **Permits and Fees.** Contractor shall secure and pay for all building and other permits, and governmental fees, licenses and inspections necessary for proper execution and completion of Snow Plowing and Snow Removal and shall post bond as required by the same. Contractor shall furnish receipts for any fees to secure the foregoing to the Authority for purposes of verifying that Contractor has secured and paid for such permits, fees, licenses and inspections. The Authority shall reimburse Contractor for all such expenditures for which receipts have been furnished.

6. **Taxes.** Contractor shall pay sales, consumer, use and similar taxes for Snow Plowing and Snow Removal or portions thereof.

7. **Royalties and Patents.** Contractor shall pay all royalties and license fees necessary for Contractor's execution and completion of Snow Plowing and Snow Removal and shall hold and save the Authority and its officers, agents, lessees, servants, and employees harmless from all costs, expense of liability of any nature or kind, including, without limitation, cost and expenses of defending legal actions, for or on account of the use of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Authority, unless otherwise specifically stipulated in the Contract. The Authority shall reimburse Contractor for all such expenditures for which receipts have been furnished.
8. **Compliance Required.** Contractor shall give all notices required by and comply with all laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of Snow Plowing and Snow Removal. If Contractor performs any portion of Snow Plowing and Snow Removal contrary to such laws, ordinances, rules, regulations or lawful orders, it shall bear all costs and expenses arising therefrom. In addition, Contractor shall enforce and comply with the Authority's instructions regarding signs, advertisements, fires and smoking.
9. **Authority's Right to Stop Snow Plowing and Snow Removal.** If Contractor fails to correct the Snow Plowing and Snow Removal or any portion thereof that is not in accordance with the requirements of the Contract or persistently fails to carry out the Snow Plowing and Snow Removal in accordance with the Contract, the Authority may, at its option, (i) order Contractor to stop the Snow Plowing and Snow Removal, or any portion thereof, until the cause for such order has been eliminated; or (ii) terminate this Contract by written notice to Contractor. Contractor may not claim any damages for injury caused by delay due to a stoppage of Snow Plowing and Snow Removal in accordance with this Section 9.
10. **Authority's Right to Carry Out Snow Plowing and Snow Removal.** If Contractor defaults and neglects to carry out the Snow Plowing and Snow Removal in accordance with the Contract and fails (i) within the 12-hour period after written notice from the Authority; or (ii) in the case of Emergencies, or Urgent Projects, within a two-hour period after telephonic notice from the Authority, to commence and continue correction of such default or neglect with diligence and promptness, the Authority may, without prejudice to its other remedies hereunder, terminate the Contract by written notice to the Contractor and/or, without prejudice to its other remedies hereunder, elect to correct such deficiencies. In case the Authority elects to correct such deficiencies, the Authority shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including, without limitation, the cost of professionals' additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Authority within thirty (30) days of notice from the Authority that such amounts are due and owing.
11. **Non-exclusive Contract.** Notwithstanding anything to the contrary in the Contract, Contractor understands and agrees that the Contract shall be non-exclusive. The Authority hereby reserves the right to do work of the type covered by the Contract through other contracts.

12. **Work Performed by the Authority or Other Parties.** The Contractor shall cooperate with any others involved in performing services related to the Snow Plowing and Snow Removal and the Authority in the scheduling of its work so that it does not delay or interfere with other person's work. Wherever work being done by the Authority, its agents or by other contractors is contiguous to Snow Plowing and Snow Removal, the respective rights of the various interests involved shall be established by the Authority.

13. **Payment.** Upon receipt of notice from Contractor that a Snow Plowing and Snow Removal is completed, the Authority shall promptly inspect the Project. The Authority shall remit the payment for the Project in full to Contractor within thirty (30) days of its receipt of Contractor's notice; provided that the Authority finds that the Project is acceptable under the Contract.

14. **Contractor Performance.** Contractor performance will be monitored on a regular basis. The Authority reserves the right to terminate the contract if Contractor's performance does not meet with the terms and conditions set forth in the Contract Documents. The Authority's Director of Project Management will have the sole authority to make such decisions.

15. **Protection of Persons and Property.** (a) Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Snow Plowing and Snow Removal.

(b) Contractor shall take all precautions necessary for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) its employees performing Snow Plowing and Snow Removal and other persons who may be effected thereby;

(ii) Snow Plowing and Snow Removal and materials and equipment to be incorporated therein or used in connection therewith, whether in storage on or off the site, under care, custody or control of Contractor; and

(iii) other property at the site or adjacent thereto, including, without limitation, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

(c) Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful order of public authorities bearing on the safety or persons or property or their protection from damage, injury or loss.

(d) Contractor shall erect and maintain, as required by existing conditions and the Contract, safeguards for safety and protection, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(e) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of Snow Plowing and Snow Removal, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and in accordance with local, state and federal laws and regulations.

(f) In case any direct or indirect injury is done to existing streets or underground structures, sewers, mains, conduits, etc., or to any public or private property of any kind, by or because of Snow Plowing and Snow Removal performed by Contractor or his employees, agents or subcontractors, or in consequence of any act or omission on the part of Contractor, his employees, agents, or subcontractors, Contractor, at his own cost and expense, shall restore such structures, property, materials, etc., to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, replacing, or otherwise, as may be required, or shall make good such damage or injury in a manner satisfactory to the owner of the damaged property.

(g) Contractor shall, if requested, furnish proof to the Authority of the settlement of any suits or actions arising out of the performance of Snow Plowing and Snow Removal and involving possible liability on the part of the Authority, its officers, agents, lessees or employees. Contractor's failure to provide such information shall entitle the Authority to withhold all or a portion of payment(s) due Contractor.

16. **Responsibility for Loss or Damage.** Contractor will be responsible for the protection of his materials, equipment and work. He shall immediately and at his own expense make good any loss or damage due to loss, theft, vandalism or any other cause.

17. **Assumption of Liability/Indemnification/Insurance.**

(a) Except for the gross negligence or willful misconduct of the Authority, Contractor shall indemnify and hold harmless the Authority, its successors and assigns, from and against any and all loss, damage and liability and for any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, including employees of Contractor, and from and against any and all damages to property, including the property of the Authority, its successors and assigns, caused by or arising out of or claimed to have been caused by or to have arisen out of any act or omission in connection with the Contract or the performance of Snow Plowing and Snow Removal whether or not occasioned by the negligence of the Authority, Contractor, or either party's agents, servants or employees. For purposes of enforcing this provision, Contractor hereby waives any or all immunities it may have under the Pennsylvania Workers' Compensation Act or otherwise.

(b) Contractor shall maintain at all times until the termination of the Contract, the following insurance:

(c) The Contractor shall maintain at all times until completion of the Work, the following insurance:

(i)	Worker's Compensation	Statutory (in conformance with Pennsylvania Worker's Compensation Act)	
(ii)	Contractor's Public Liability including Bodily Damage	One Person	\$500,000.00
		One Occurrence	\$500,000.00
(iii)	Contractor's Property Damage Liability	One Accident	\$500,000.00
		Annual Aggregate	\$500,000.00
(iv)	Automotive Property Injury Liability	One Person	\$300,000.00
		One Occurrence	\$500,000.00
(v)	Automotive Property Damage Liability	One Accident	\$500,000.00
		Annual Aggregate	\$500,000.00
(vi)	Umbrella Liability	Annual Aggregate	\$1,000,000.00

(d) Contractor shall at all times until the termination of the Contract, include the Authority as an "Additional Insured" on the insurance listed in Sections 17 (b) (ii) and (iii) above.

(e) Written notification shall be received by the Authority within ten (10) days should any of the above described policies be cancelled before the expiration date thereof.

18. Use of Site.

(a) Contractor shall confine his apparatus and the operation of his workers to limits indicated by law, ordinances, permits or directions by the Authority and shall not unreasonably encumber the work site with his materials.

(b) Contractor shall not load or permit any part of the work site to be loaded with a weight that will endanger its safety during operations.

(c) Contractor shall comply with and enforce the Authority's directions regarding signs, advertisements and smoking.

19. **Authority's Right to Terminate Contract.**

(a) The Authority may terminate this Contract upon the occurrence of an event described in Section 10, 14 or 15, or if Contractor (i) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (ii) fails to make prompt payment to subcontractors for materials or labor in accordance with the respective agreements; (iii) persistently disregards laws, ordinances, or the instructions of the Authority; (iv) is adjudged bankrupt; (v) makes a general assignment for the benefit of his creditors; (vi) becomes insolvent and a receiver should be appointed on account of Contractor's insolvency; or (vii) is otherwise guilty of a substantial breach of any provision of the Contract. Upon the determination of the Authority that any one of the above reasons for termination exists, the Authority may without prejudice to any other right or remedy and after giving Contractor, and his surety, if any, seven days' written notice, terminate the Contract and take possession of the premises and of all materials, tools and appliances thereon and finish any Projects by whatever method the Authority may deem expedient.

(b) If the unpaid balance of monies due Contractor exceeds the expense to the Authority of finishing the Projects, including, without limitation, damages incurred by the Authority, including compensation for additional architectural, engineering or professional consultants, such excess shall be paid to Contractor. If the expense and the amount of any damages incurred through Contractor's default shall exceed the unpaid balance of monies due the Contractor, Contractor shall pay the difference to the Authority within thirty days after notice is given by the Authority that such amounts are due. The obligation to make payment under this section shall survive termination of the Contract.

20. **Registration with the City Finance Department.** Contractor shall maintain registration with the Department of Finance of the City of Pittsburgh, and shall pay all taxes due and owing to the City of Pittsburgh. Contractor understands and agrees that its failure to maintain such registration or pay such taxes shall be a breach of the Contract and entitle the Authority to immediately terminate the Contract. Such termination shall become effective upon Contractor's receipt of written notice from the Authority of such termination.

21. **No Discrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, ancestry, national origin or place of birth. Contractor represents and warrants to the Authority that all applicants are employed, and that employees are treated, without regard to their race, color, religion, gender, ancestry, national origin or place of birth.

22. **No Waiver.** Except as otherwise provided herein, no action taken pursuant to the Contract, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver of a breach of the Contract. The waiver by any party hereto of a breach of the Contract shall not operate or be construed as a waiver of any subsequent breach.

23. **Assignment.** Neither party to the Contract shall assign the Contract without the written consent of the other, nor shall Contractor assign monies due or to become due him hereunder, without the previous written consent of the Authority.
24. **Gender.** Words used in Contract, regardless of the gender specifically used, shall be deemed and construed to include the other gender, masculine, feminine or neuter, as the context requires.
25. **Notice.** Notice under the Contract shall be deemed to have been duly given if in writing and (i) delivered in person to the individual, a member of the firm or entity or an officer of the corporation for which it was intended, or (ii) sent by registered or certified mail to the last business address of the party receiving notice known to the party giving notice.
26. **Section and Other Headings.** The section and other headings contained in the Contract are for reference purposes only and shall not affect the meaning or interpretation of the Contract.
27. **Governing Law.** Any controversy, dispute or claim arising out of or relation to the Contract, or the breach thereof, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.
28. **Entire Agreement.** The Contract constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter herein. The Contract may not be modified or amended except by a writing signed by both of the parties hereto.
29. **MBE/WBE Reports.** Contractor agrees to submit with each final invoice on each Project a report detailing the actual levels of MBE and WBE participation in the Project. Any disparity between actual participation levels and the participation levels projected in the MBE/WBE Commitment Statement will be explained in such report. In addition, Contractor shall submit within 30 days after the end of the initial year of the Contract a report detailing the actual levels of MBE and WBE participation in all Projects which were completed under the Project. Any disparity between actual participation levels and the participation levels projected in the MBE/WBE Commitment Statement will be explained in such report.

Exhibit D
(to the Form of Contract)

Scope of Work

SCOPE OF WORK:

1. The purpose of the snow plowing and snow removal contract with the Parking authority is to provide snow plowing and snow removal at Authority parking lots and garages whenever the Parking Authority requires such services. The Authority owns salting equipment and plans to do the salting of all lots, garages and non-drive lane sidewalks themselves.

This work will consist of plowing on the lot(s) and plowing garage roof(s) (or brushing on roofs with membranes) either in driving lanes or whole lot after 3 inches of snowfall and piling snow in a specified place at the facility and/or the removal of snow from such lot(s) and roof(s) as direct by the Authority.

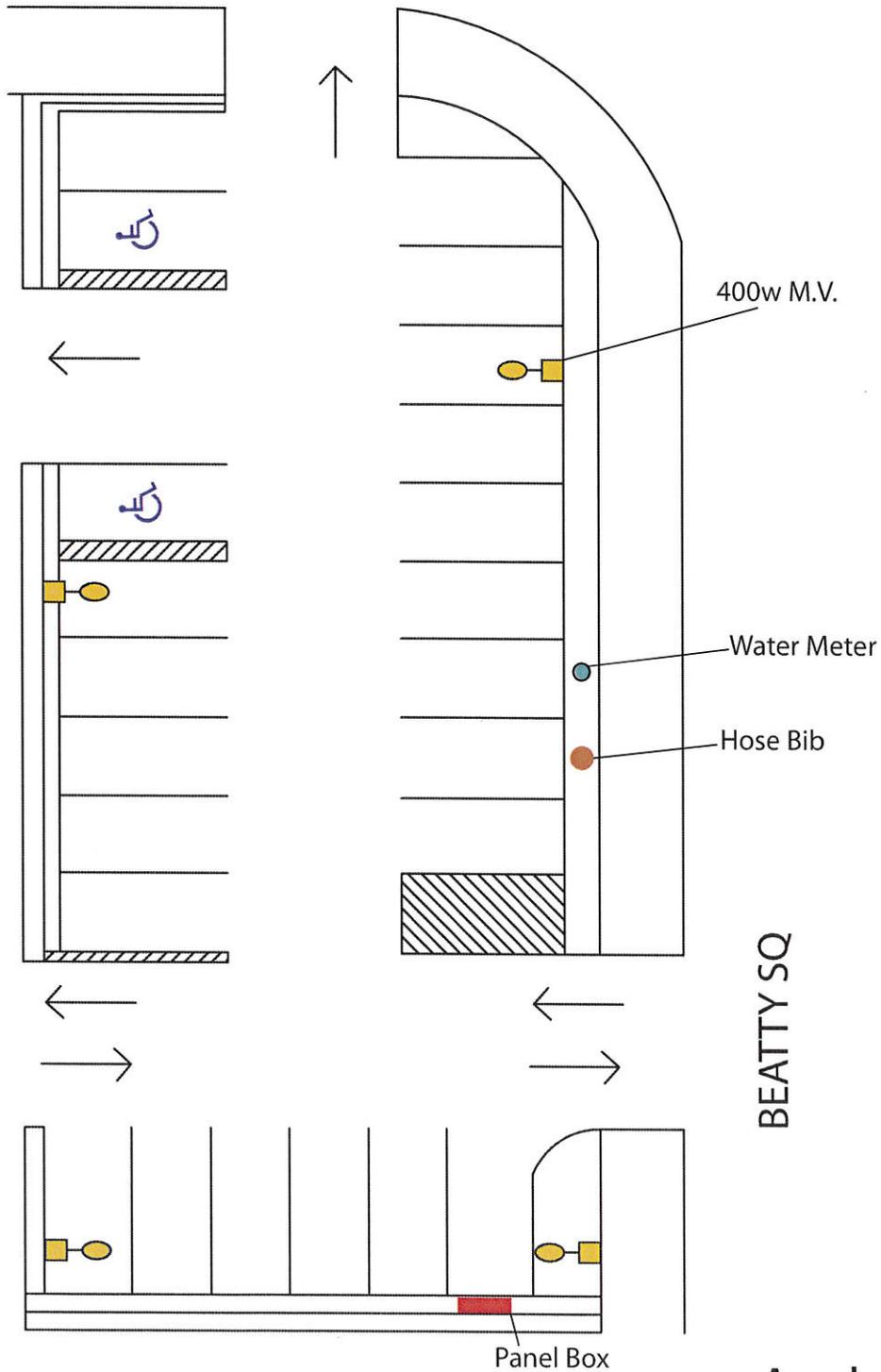
2. The following conditions apply to the work for the snow plowing:
 - a. The snow plowing and snow removal work will be performed only upon verbal or written instructions from the Authority.
 - b. **PLOWING OR PILING OF SNOW IN AREAS OTHER THAN SHOWN ON THE DRAWING WILL NOT BE PERMITTED.**
 - c. **PLOWING OR PILING OF SNOW ON LANDSCAPED AREAS WILL NOT BE PERMITTED.**
 - d. **PLOWING OR PILING OF SNOW ON CATCH BASINS OR DRAINS WILL NOT BE PERMITTED.**
 - e. Violation of the above items will necessitate returning to the job site and correcting before payment will be made.
 - f. When requested by the Authority, or if the Contractor desires (in order to expedite snow removal), contractor shall dispatch two (2) or more crews simultaneously at no additional cost to the Authority other than the unit prices set forth in the Proposal.
 - g. Billing is to be based on the unit prices bid for each authorized visit to a lot to plow starting at 3 inches up to 6 inches of snow. Authority personnel will approve the billing beyond 6 inches but not more than 12 inches. The rates for the additional amounts will be the same as amounts up to 6 inches. When plowing of the drive lanes only is authorized, billing is to be 65% of the bid price for the whole lot price. The contractor will be expected to plow only the drive lanes when told to do so by Authority personnel. This should occur only during daytimes when it is snowing and there are many cars parked in the lot.
 - h. The Authority will notify the Contractor of the priority lots within the zone. Priority lots are to be plowed first.
 - i. Work authorized to be done shall be completed as quickly as possible.

- j. Snow removal time shall be computed from arrival time of equipment on the lot to completion of the work.
 - k. Work sheets must be completed and forwarded with original invoice.
 - l. Removal of snow by hauling away from the parking lot will be made by authorization of the Parking Authority
 - m. **Rubber tipped blades** must be used when plowing the roofs of garages with traffic bearing membranes.
 - n. **All snow plowing shall be completed within 12 hours after 3 or more inches of snow fall. In addition the Authority may provide a listing of priority lots. Contractor understands and agrees that time is of the essence of this contract wherein a definite and certain length of time is fixed for the performance of any act whatsoever.**
 - o. Snow left in the lot shall be piled in cross-hatched areas as shown on drawings; or as directed by the Authority.
 - p. Plow trucks must be rubber tired and must be able to maneuver on the lot around any cars that are parked.
5. The following conditions apply to the work of removing the snow from the lots:
- a. The snow removal work will be performed only upon verbal or written instructions from the Authority.

ZONE "A" LOTS

DRAWINGS

ANSLEY ST



BEATTY SQ

Ansley/Beatty

23 Spaces (2 HCP)

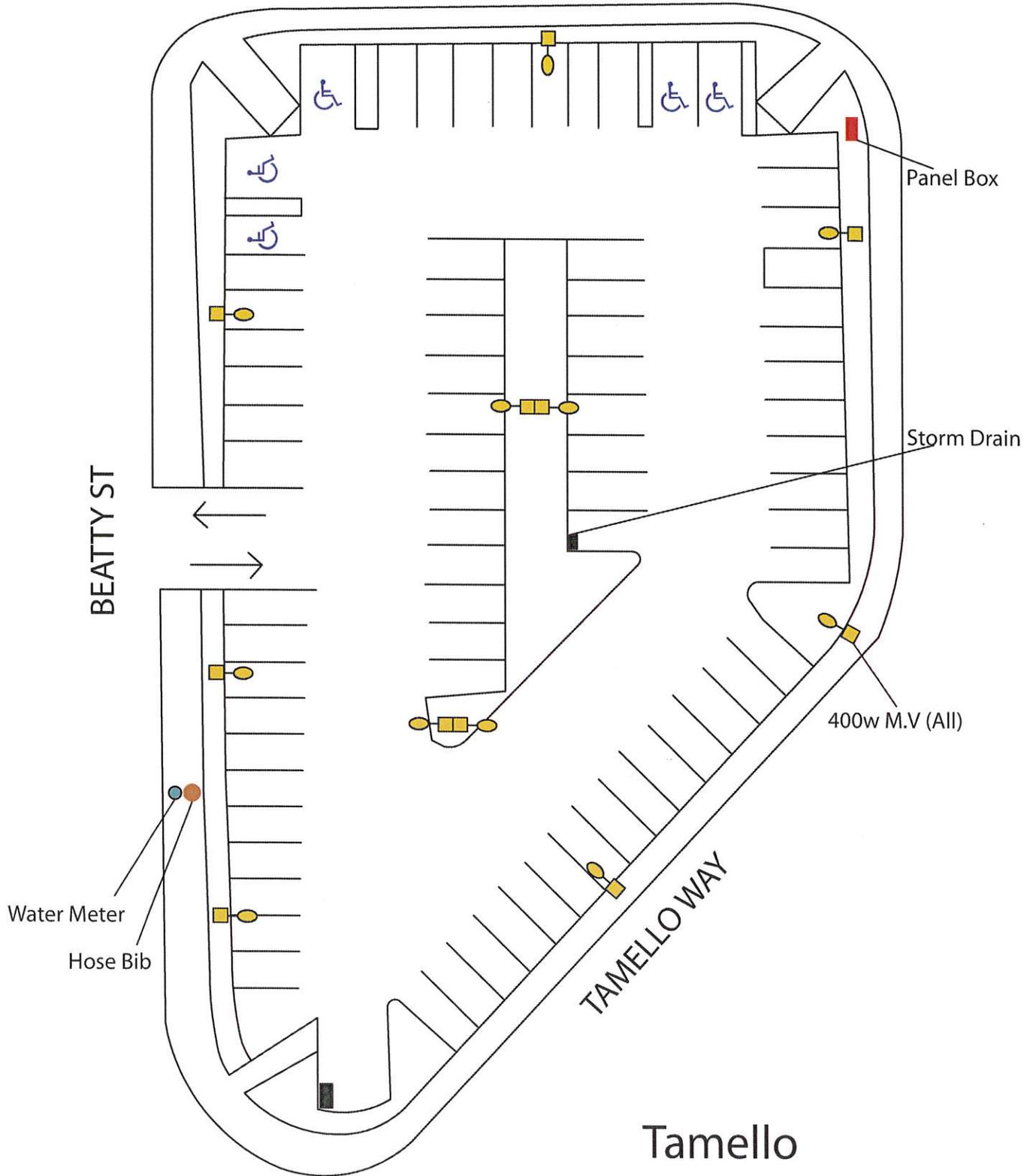
East Liberty



**Pittsburgh
PARKING
Authority**

The Value Parking Network

MIGNONETTE ST



Water Meter
Hose Bib

Panel Box

Storm Drain

400w M.V. (All)

Tamello

76 Spaces (4 HCP)

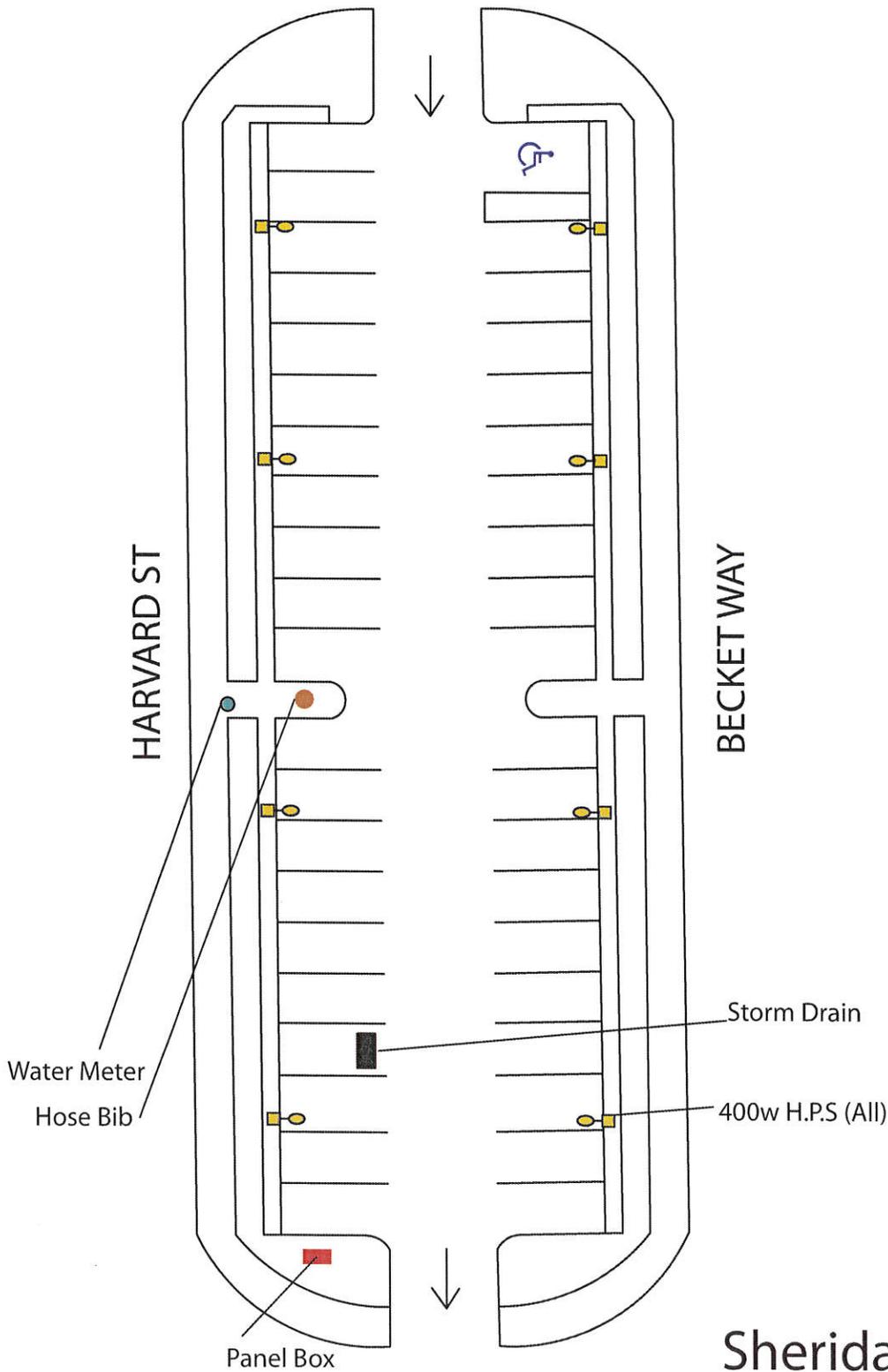
East Liberty



Pittsburgh
PARKING
Authority

The Value Parking Network

SHERIDAN AVE

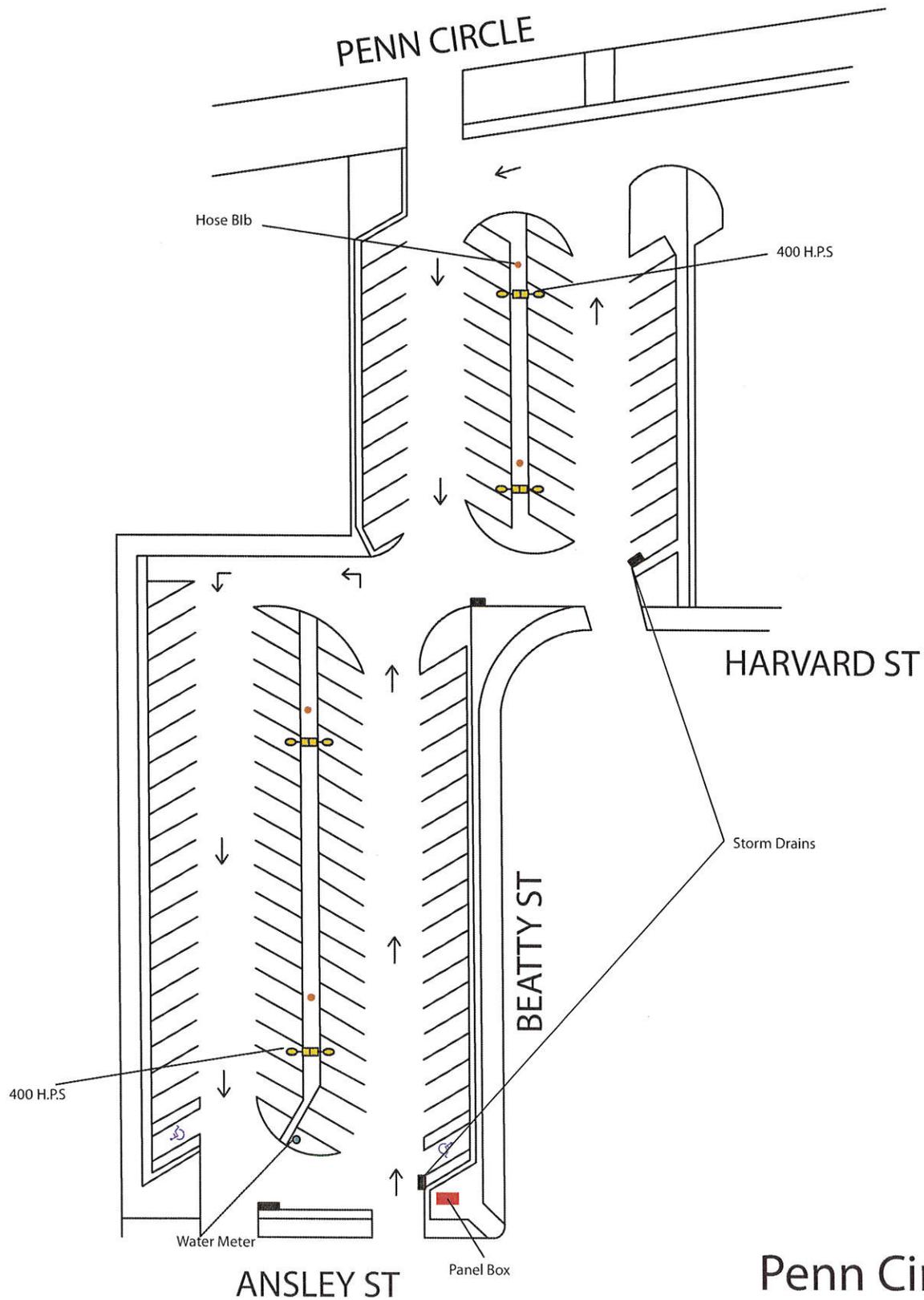


Sheridan Harvard

41 Spaces (1 HCP)

East Liberty





Penn Circle NW

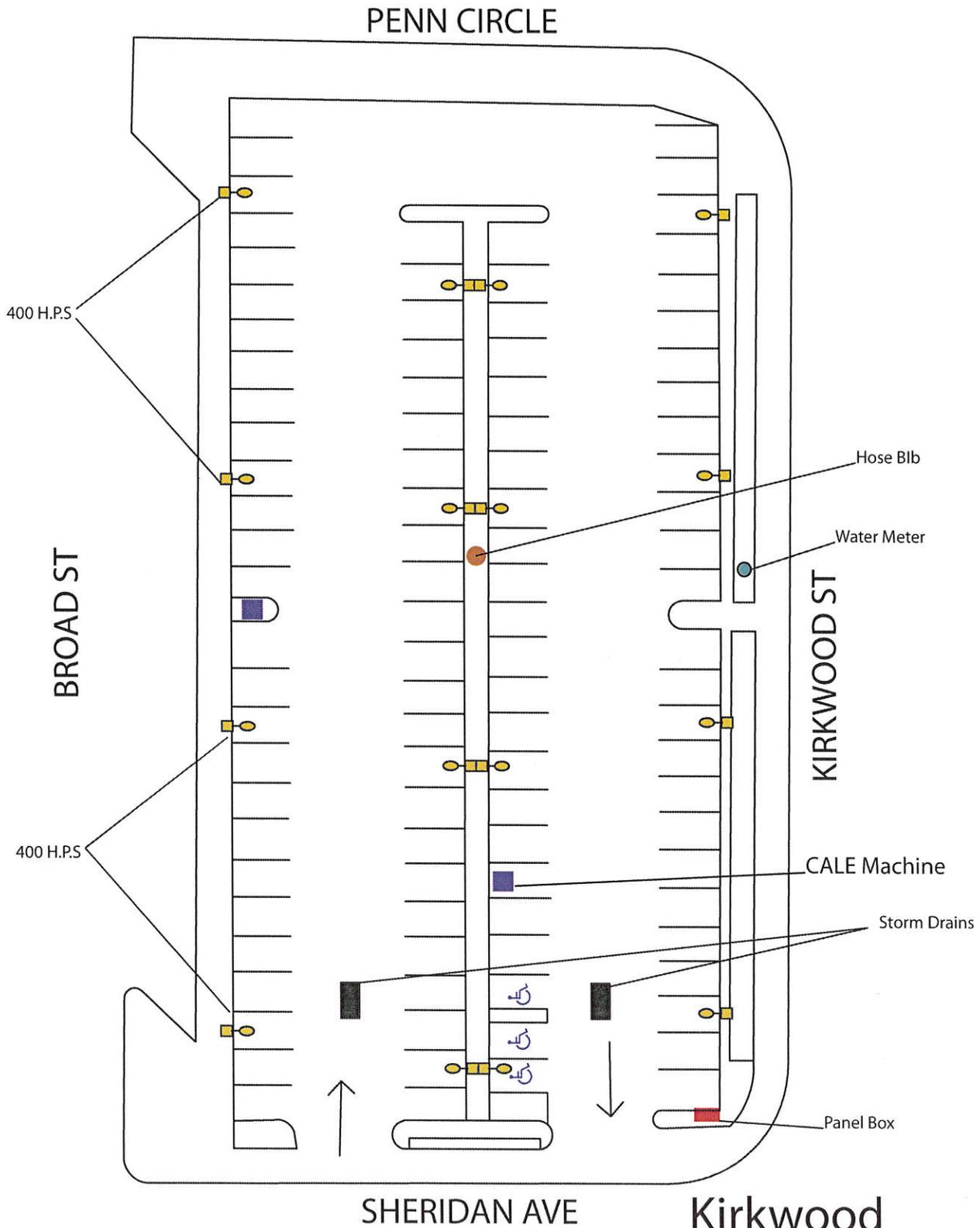
125 Spaces (2 HCP)

East Liberty



Pittsburgh
PARKING
Authority

The Value Parking Network



Kirkwood

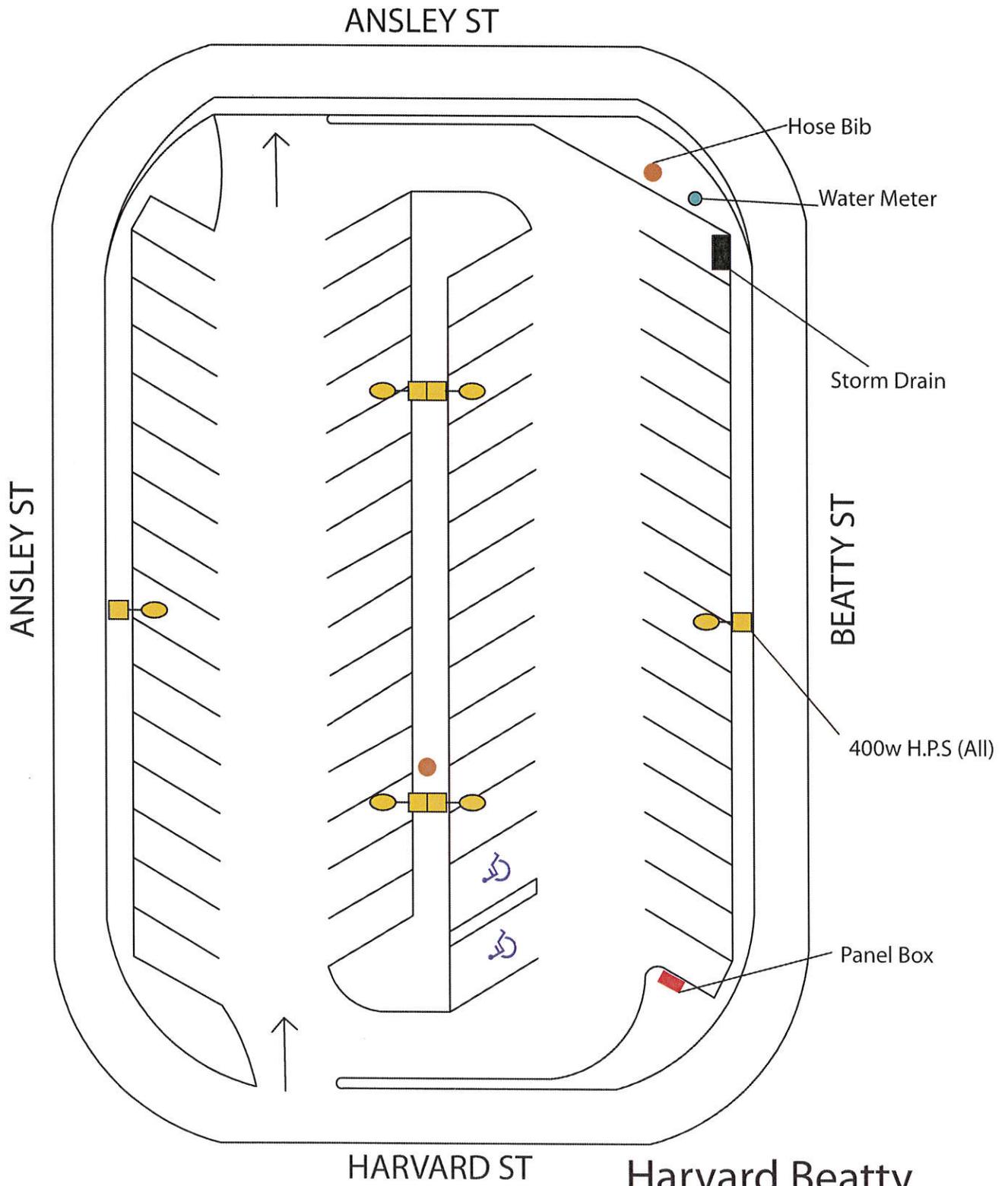
100 Spaces (3 HCP)

East Liberty



**Pittsburgh
PARKING
Authority**

The Value Parking Network



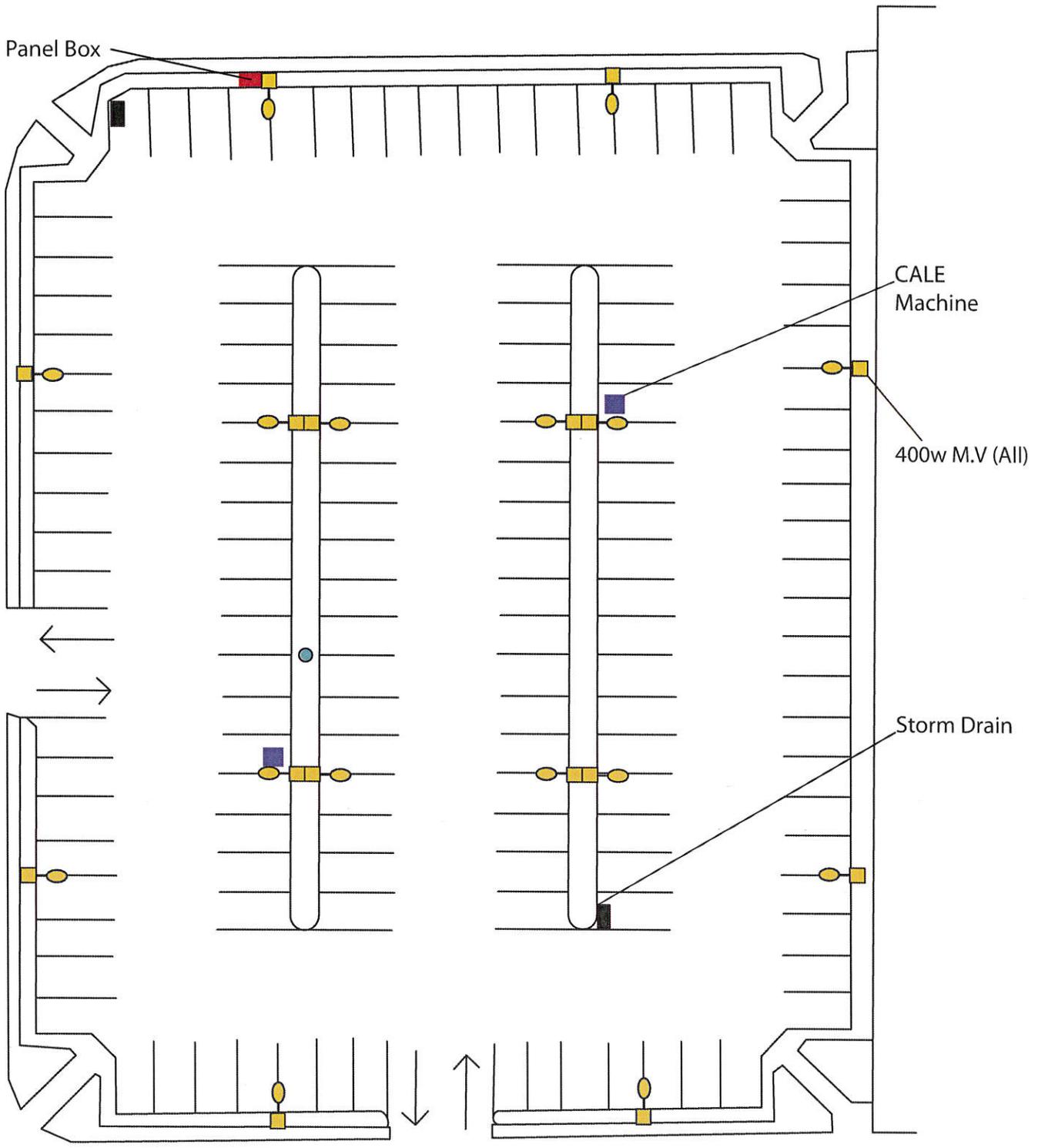
Pittsburgh
PARKING
Authority

The Value Parking Network

Harvard Beatty

61 Spaces (2 HCP)

East Liberty



Eva Beatty

132 Spaces (3 HCP)

East Liberty

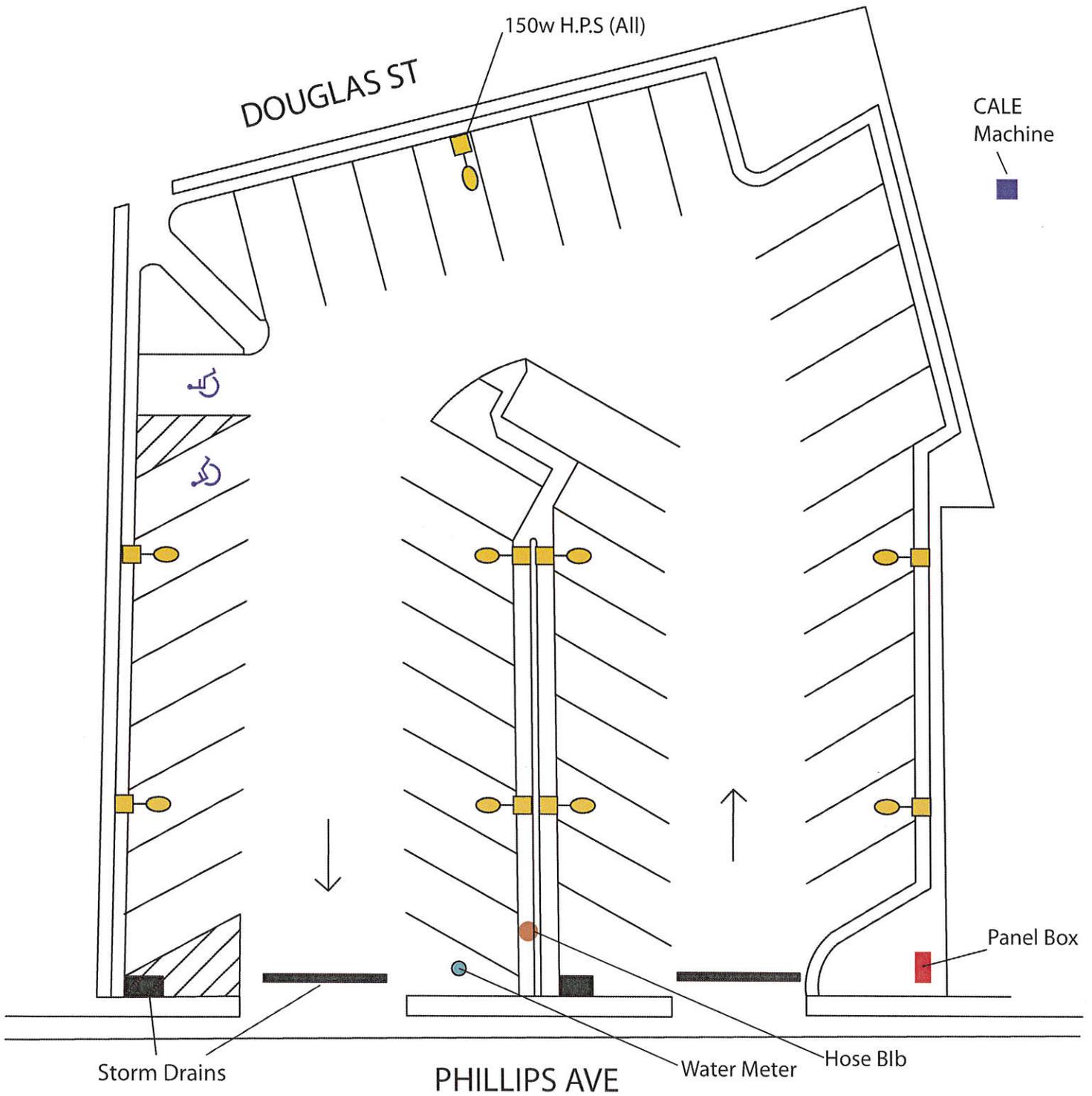


**Pittsburgh
PARKING
Authority**

The Value Parking Network

ZONE "B" LOTS

DRAWINGS



Douglas/Phillips

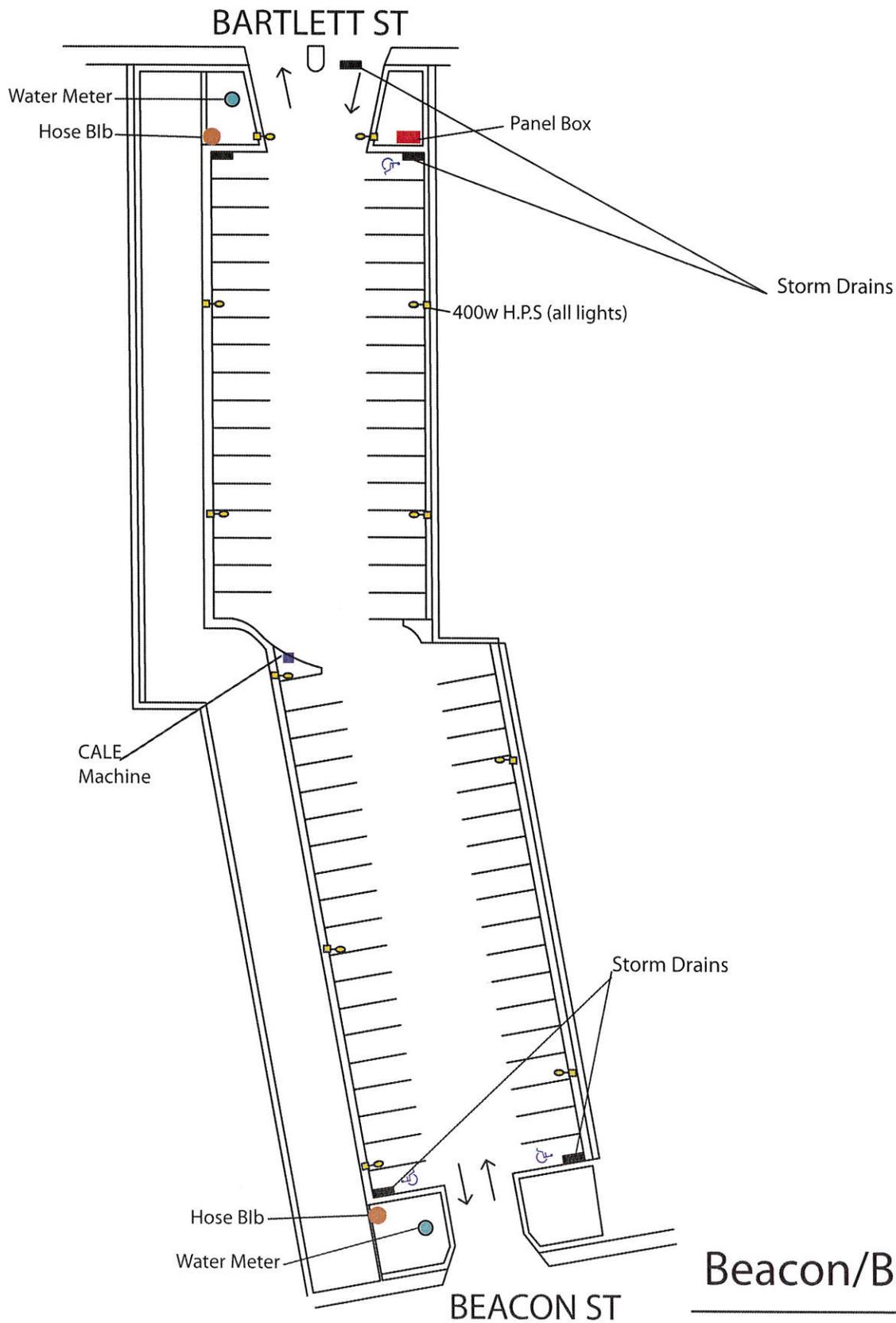
45 Spaces (2 HCP)

Sq. Hill



**Pittsburgh
PARKING
Authority**

The Value Parking Network



Beacon/Bartlett

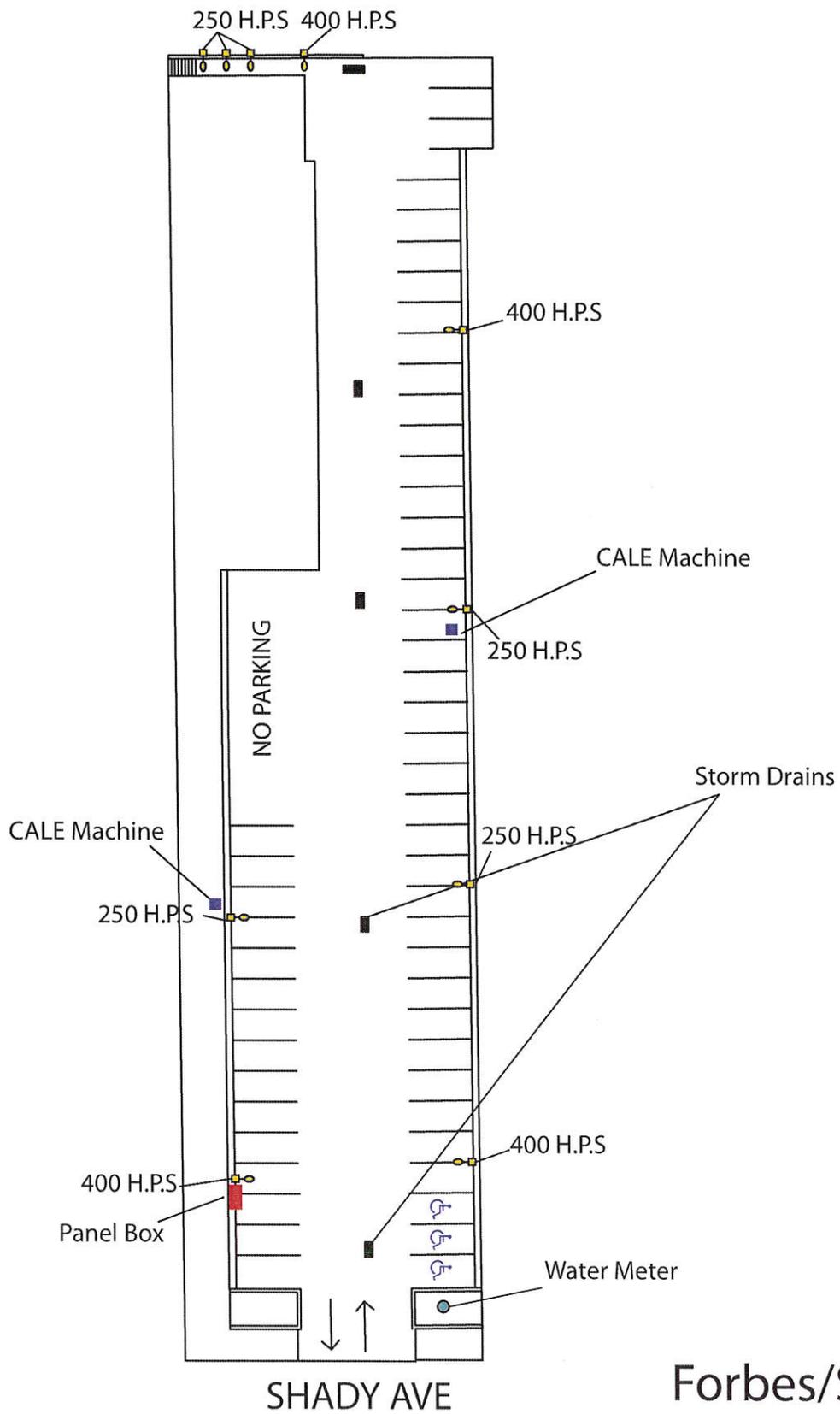
71 Spaces (3 HCP)

Sq. Hill



**Pittsburgh
PARKING
Authority**

The Value Parking Network



Forbes/Shady

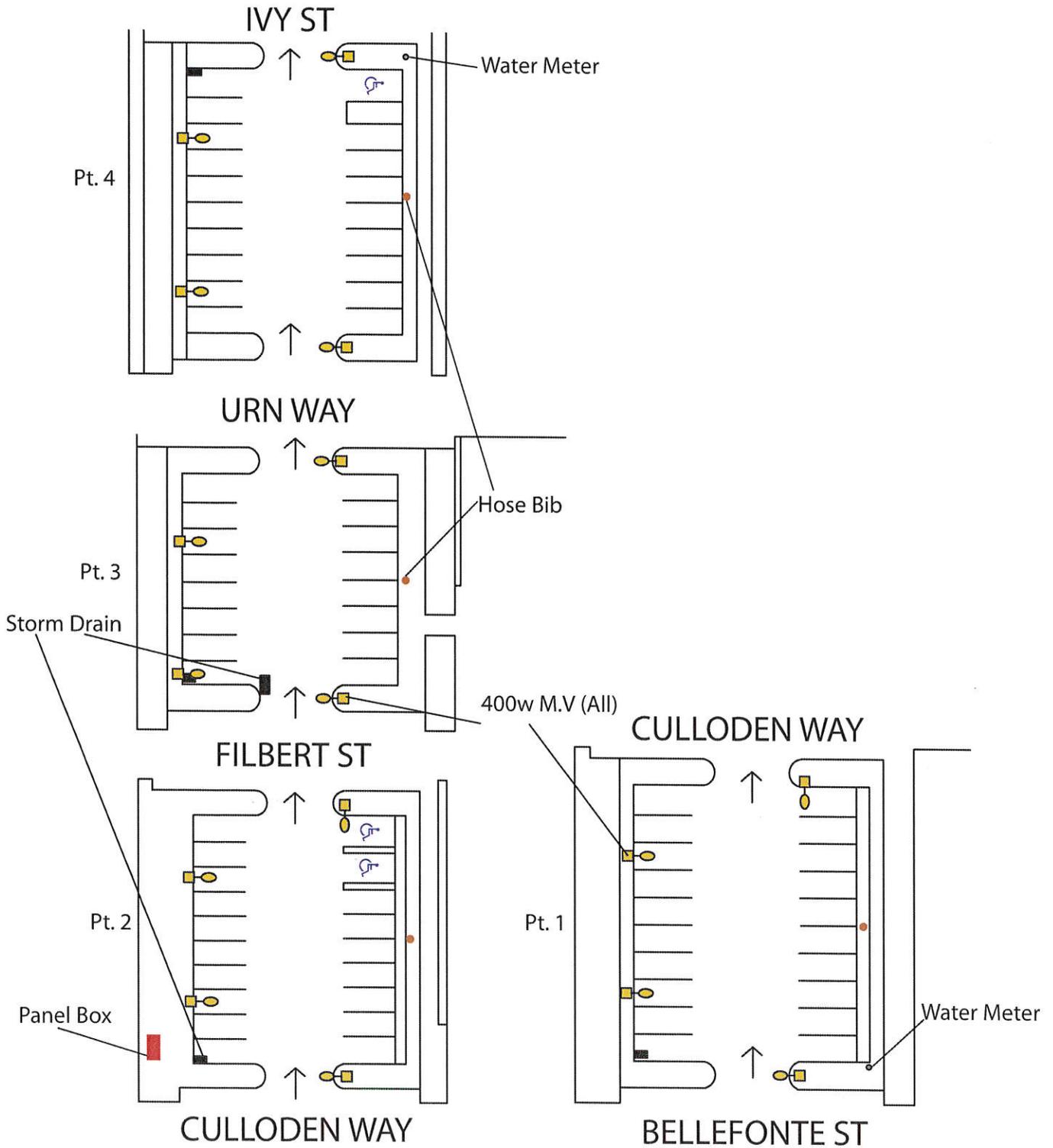
55 Spaces (3 HCP)

Sq. Hill



**Pittsburgh
PARKING
Authority**

The Value Parking Network



Ivy Bellefonte

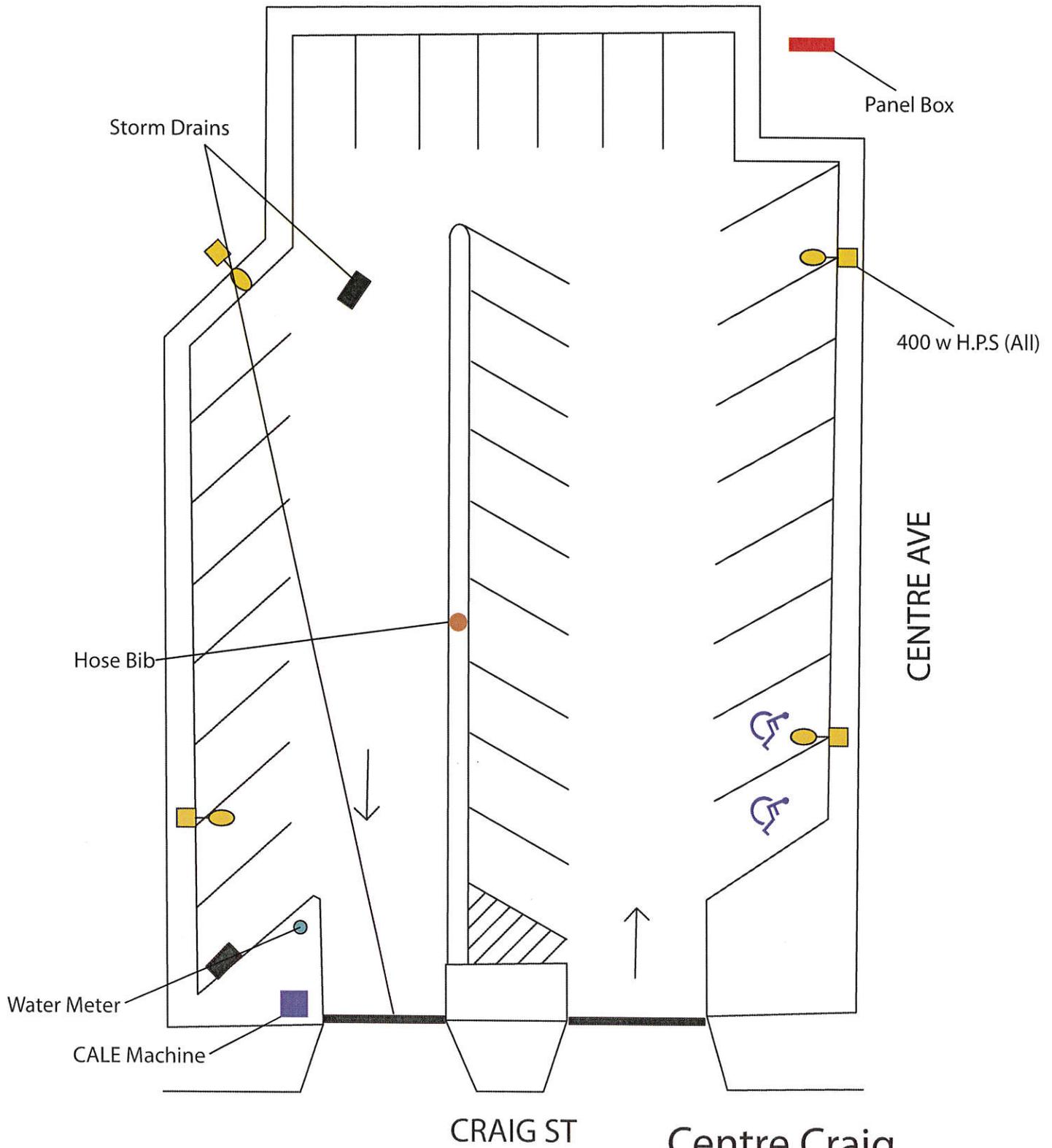
74 Spaces (3 HCP)

Shadyside



**Pittsburgh
PARKING
Authority**

The Value Parking Network



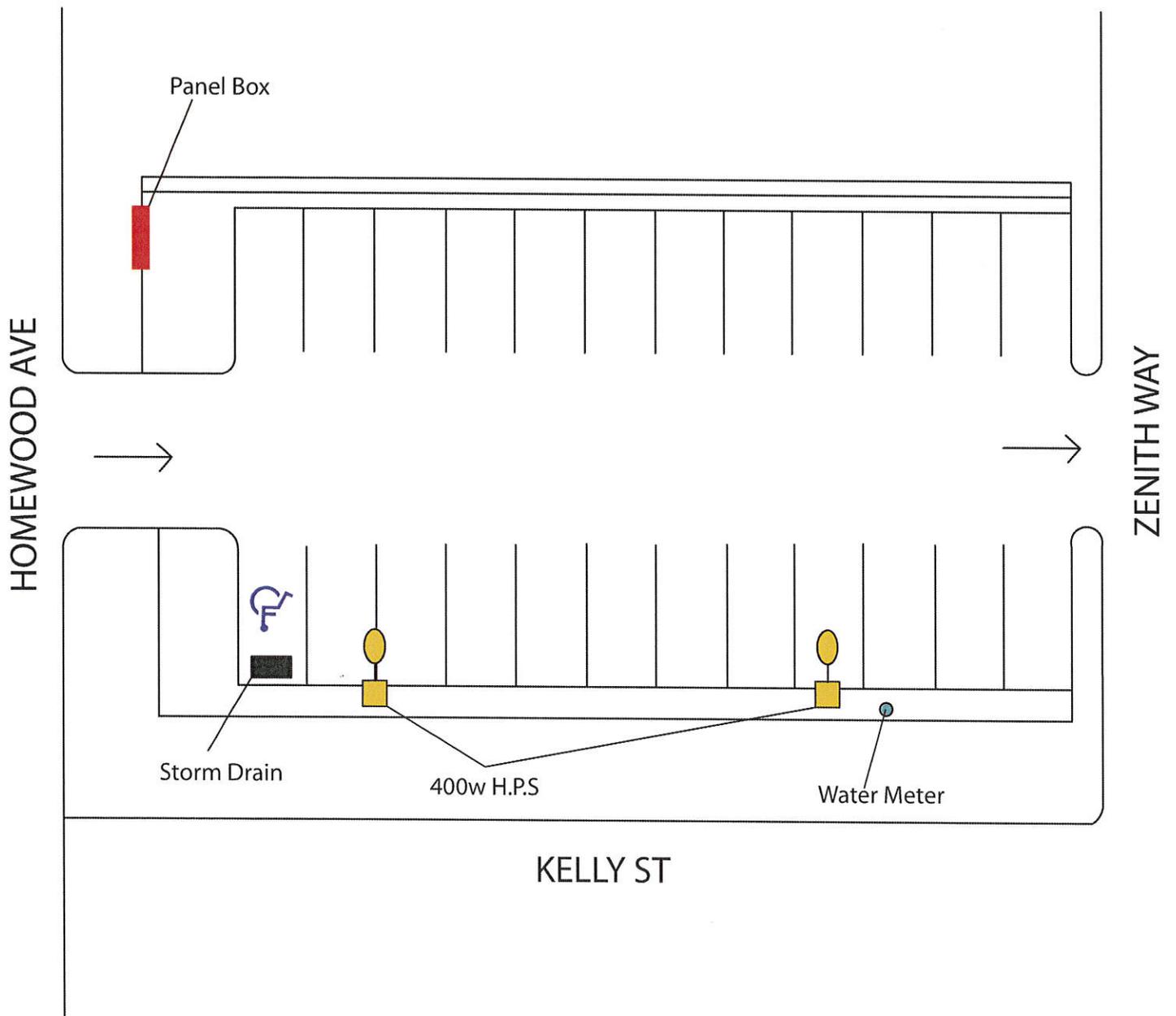
Pittsburgh
PARKING
Authority

The Value Parking Network

Centre Craig

31 Spaces (2 HCP)

Oakland



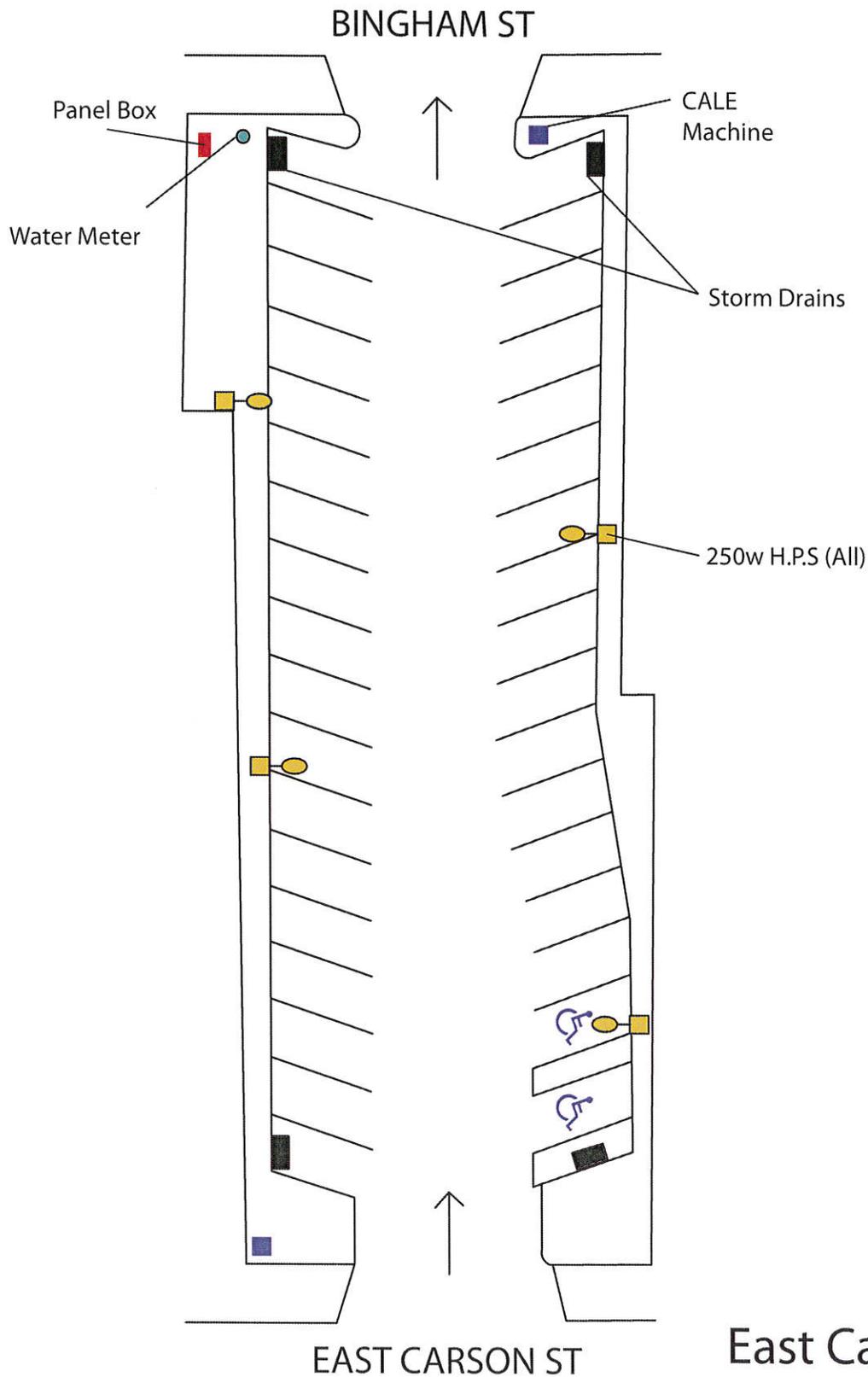
Homewood Zenith

24 Spaces (1 HCP)

Homewood

ZONE "C" LOTS

DRAWINGS



East Carson

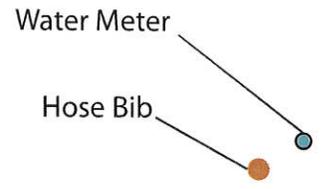
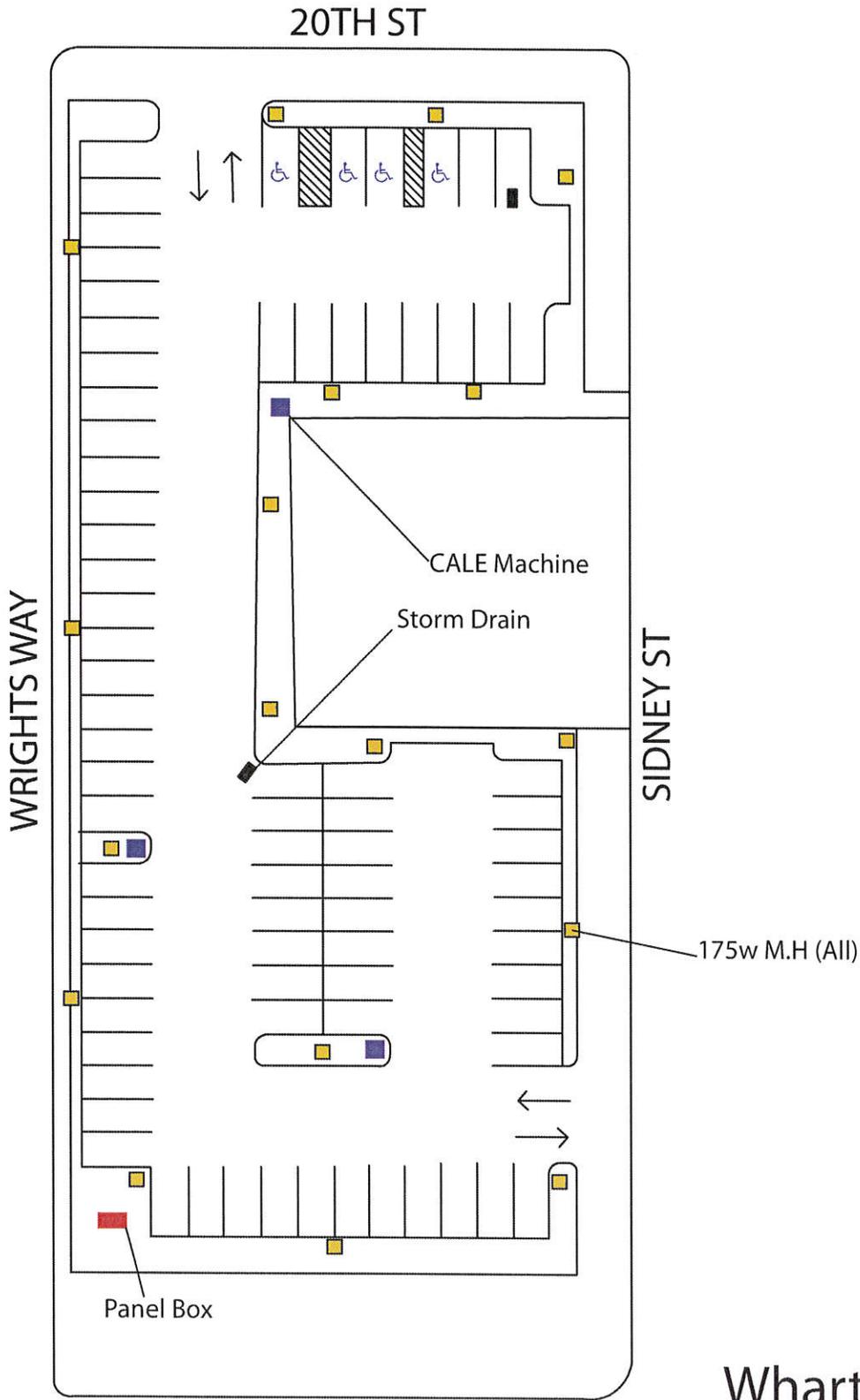
35 Spaces (2 HCP)

South Side



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Wharton Square

79 Spaces (4 HCP)

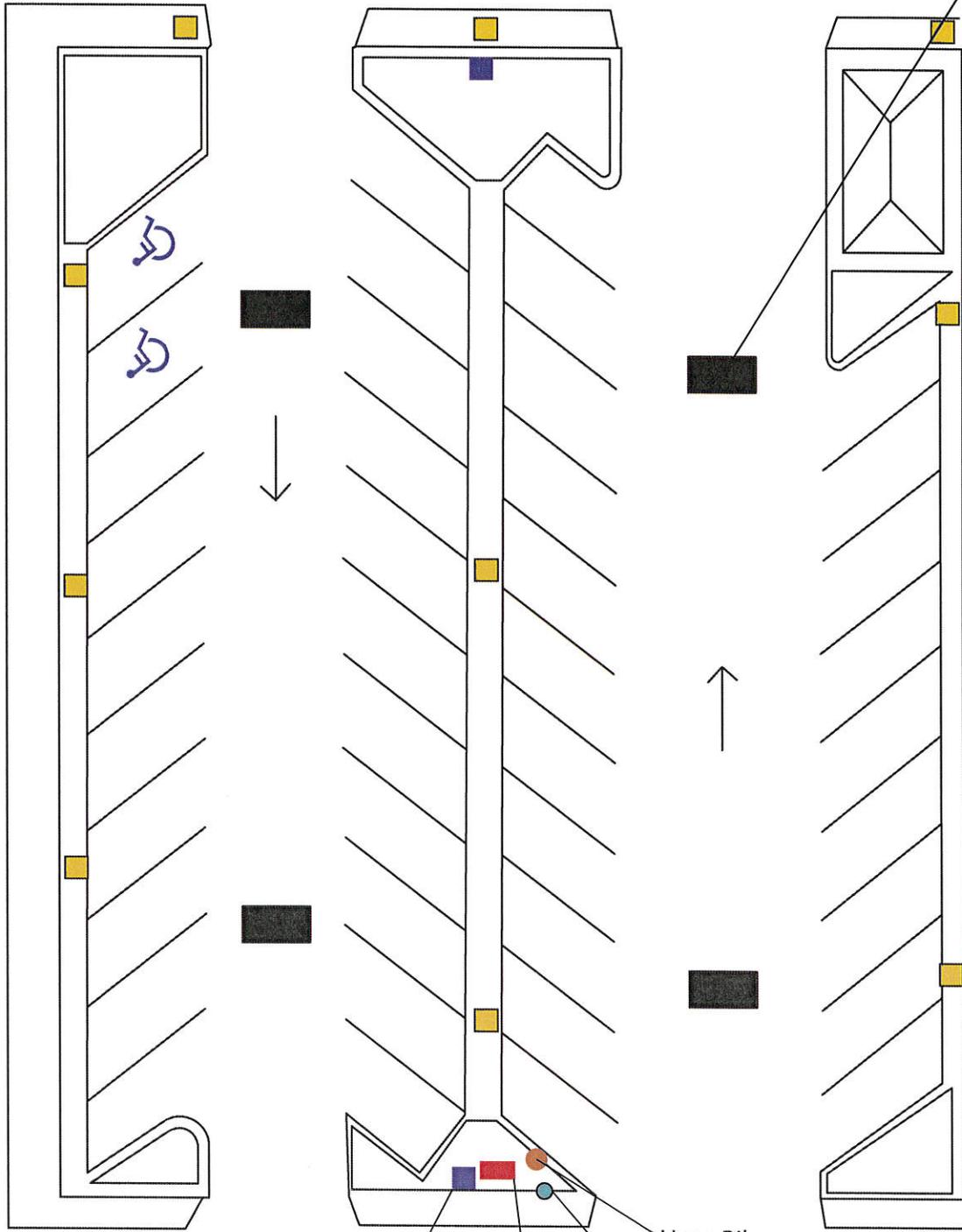
South Side



18TH ST

CARSON ST

Storm Drains



CALE Machine
Panel Box
Water Meter
Hose Bib

150w H.P.S.

18th & Carson

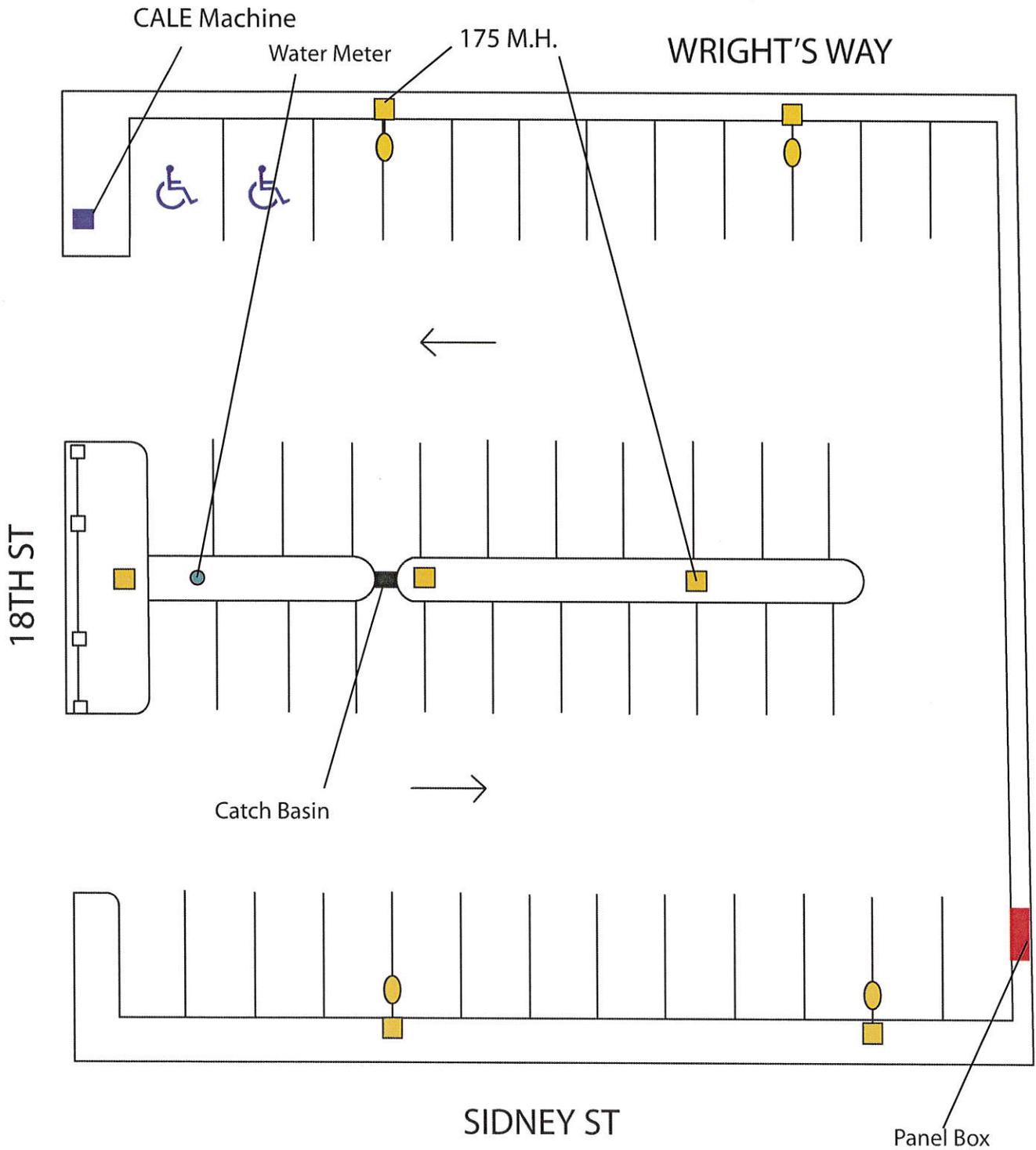
41 Spaces (2 HCP)

South Side



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18th & Sidney

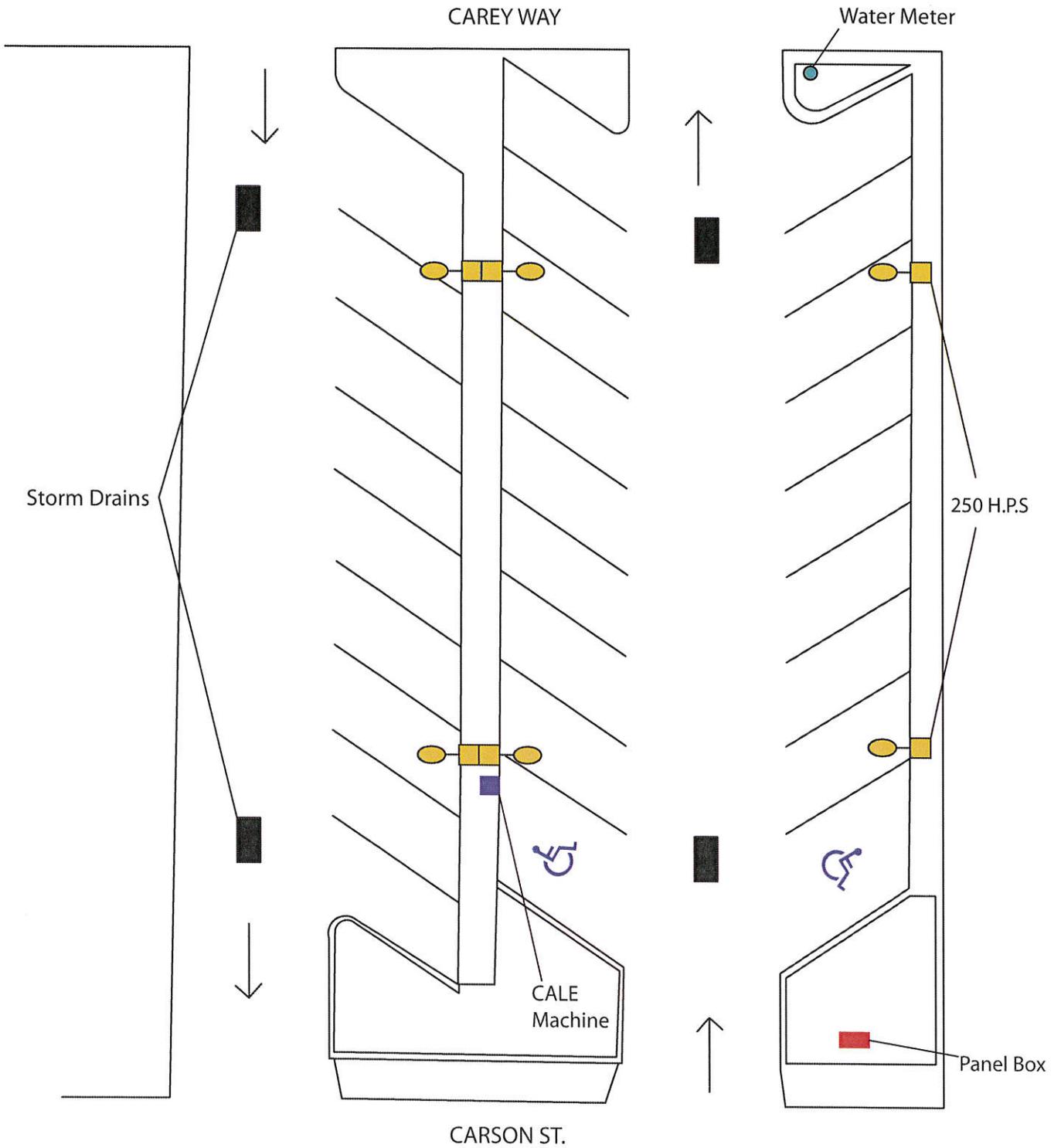
45 Spaces (2 HCP)

South Side



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19th & Carson

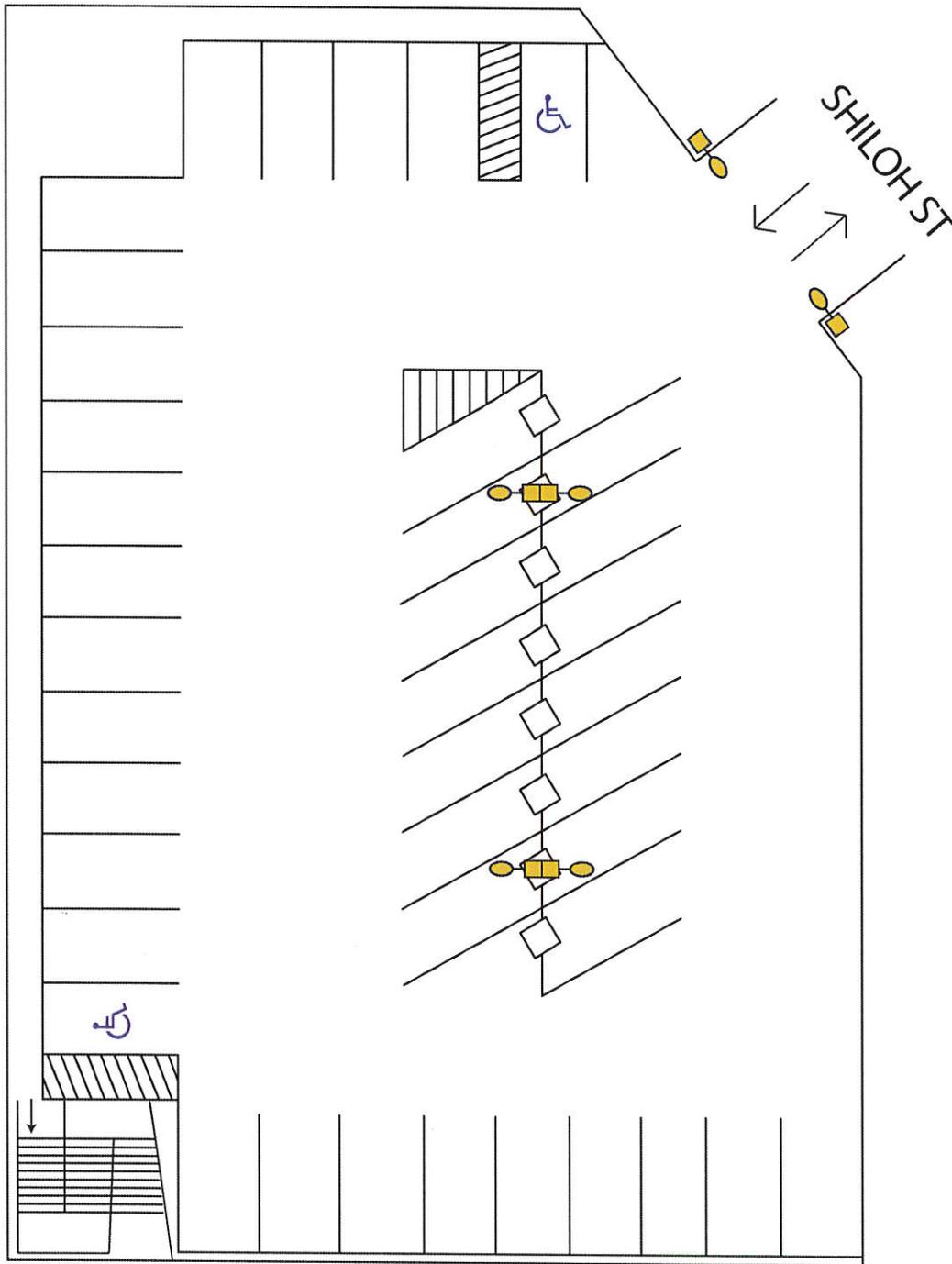
27 Spaces (2 HCP)

South Side



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Shiloh Street (Upper)

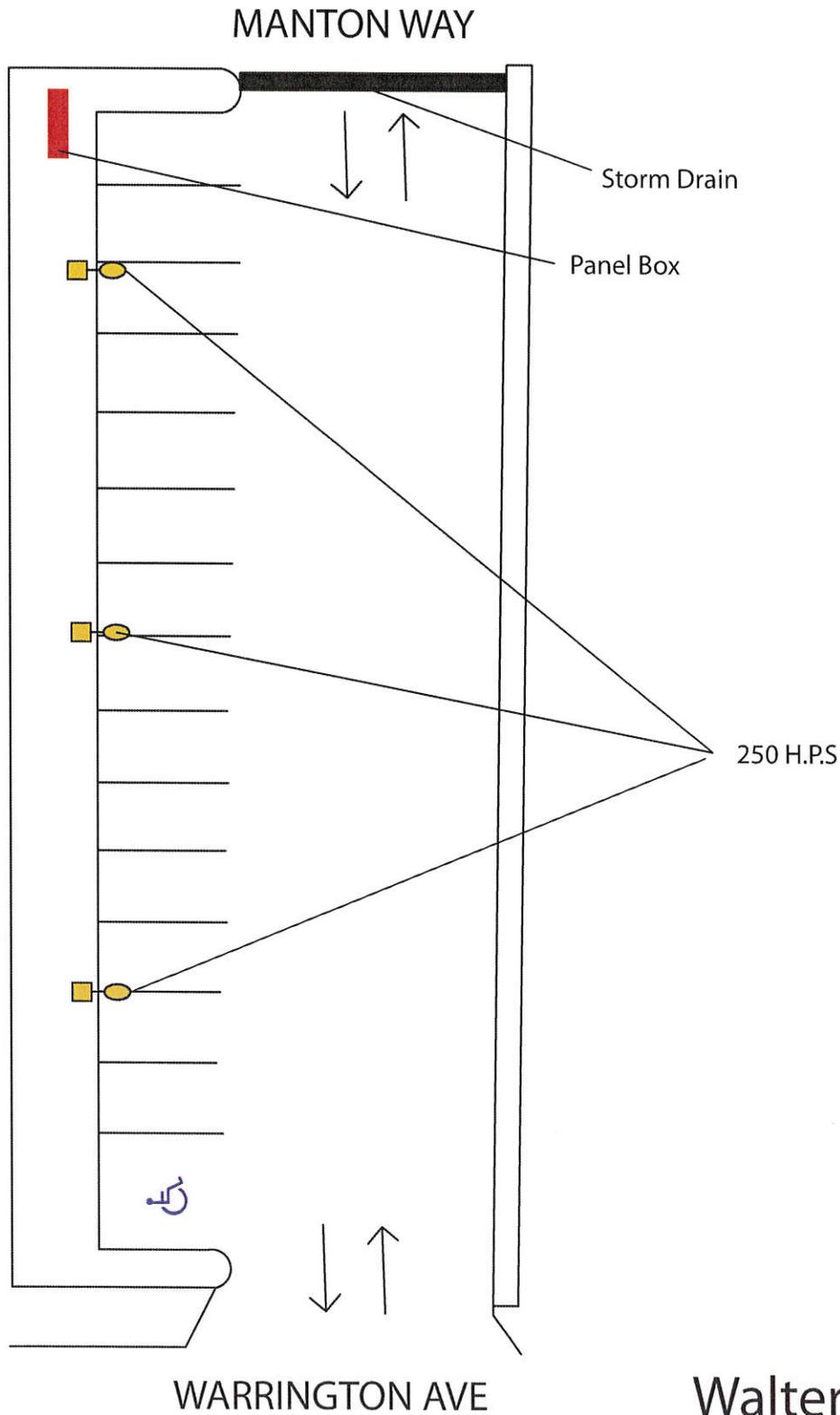
40 Spaces (2 HCP)

Mt. Washington



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Walter Warrington

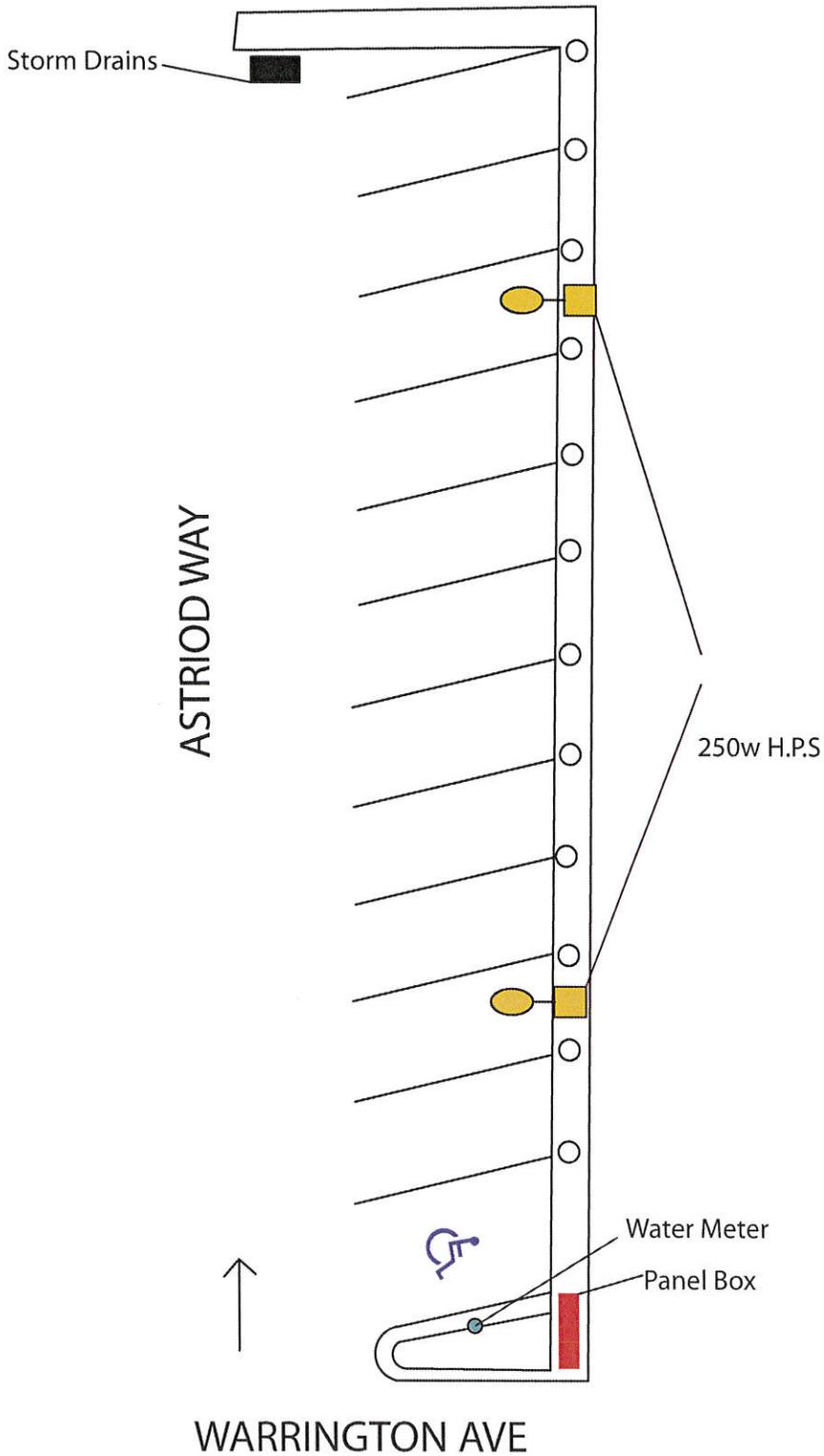
15 Spaces (1 HCP)

Allentown



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Astriod Way

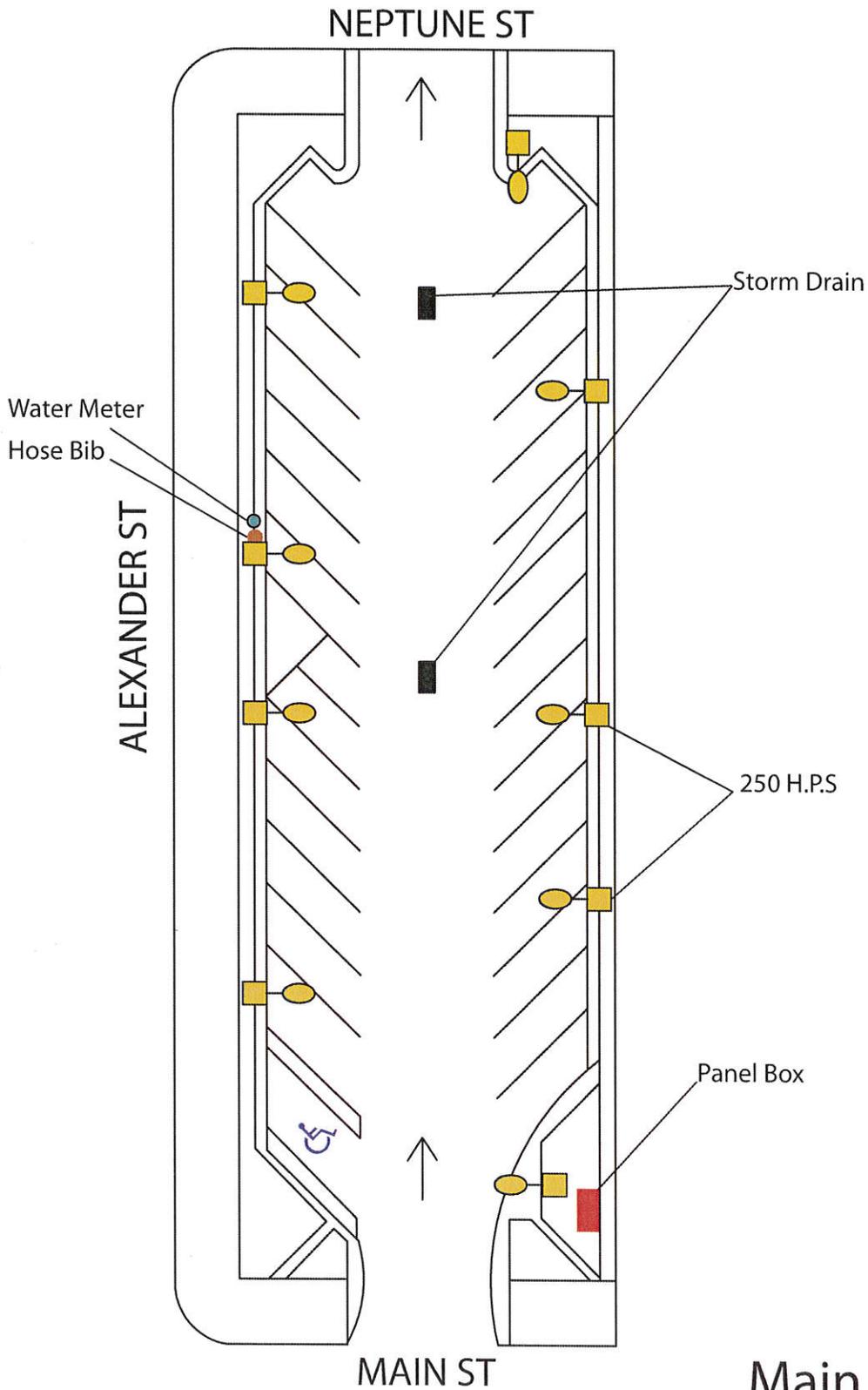
12 Spaces (1 HCP)

Allentown



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Main Alexander

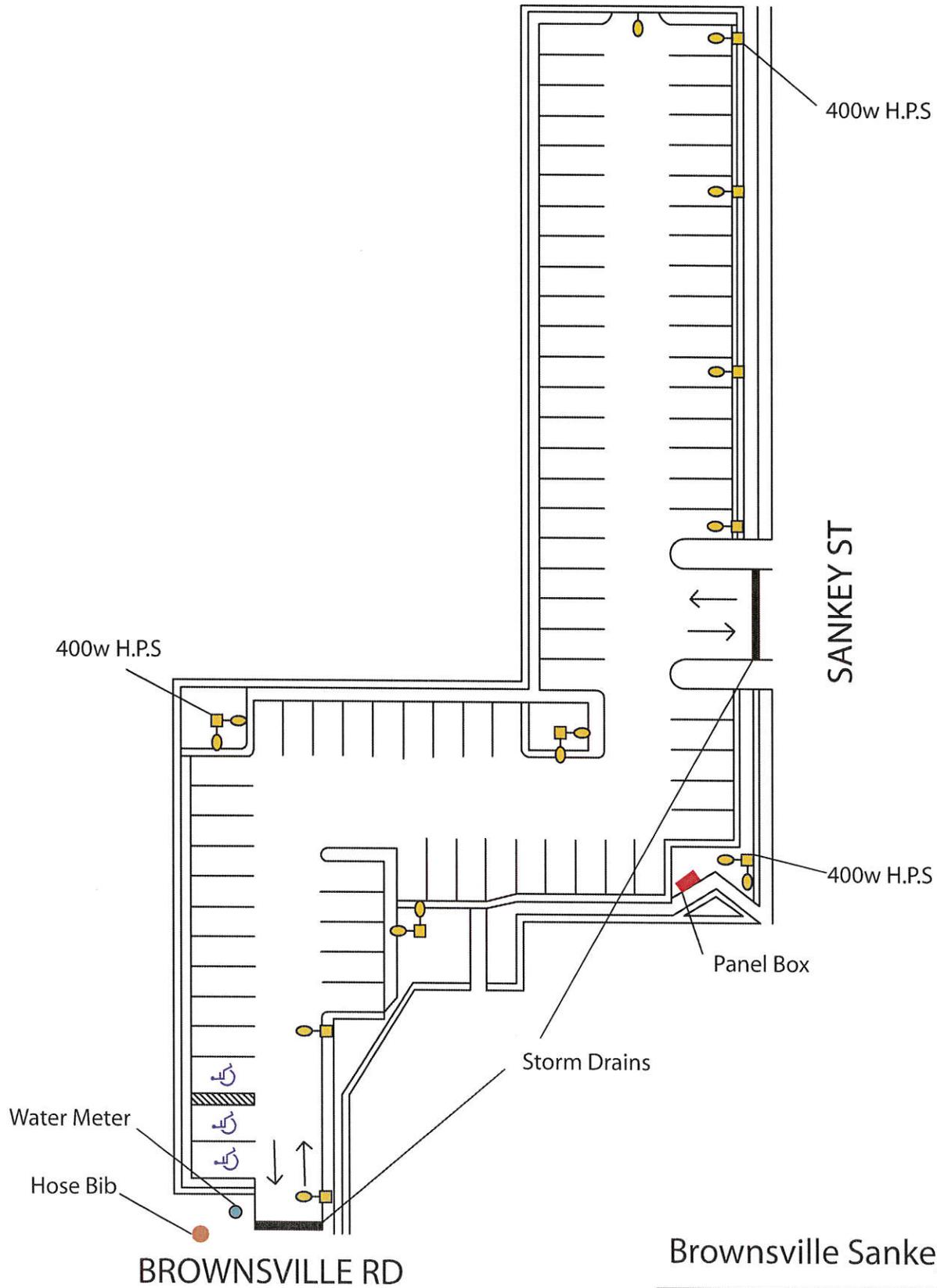
29 Spaces (1 HCP)

West End



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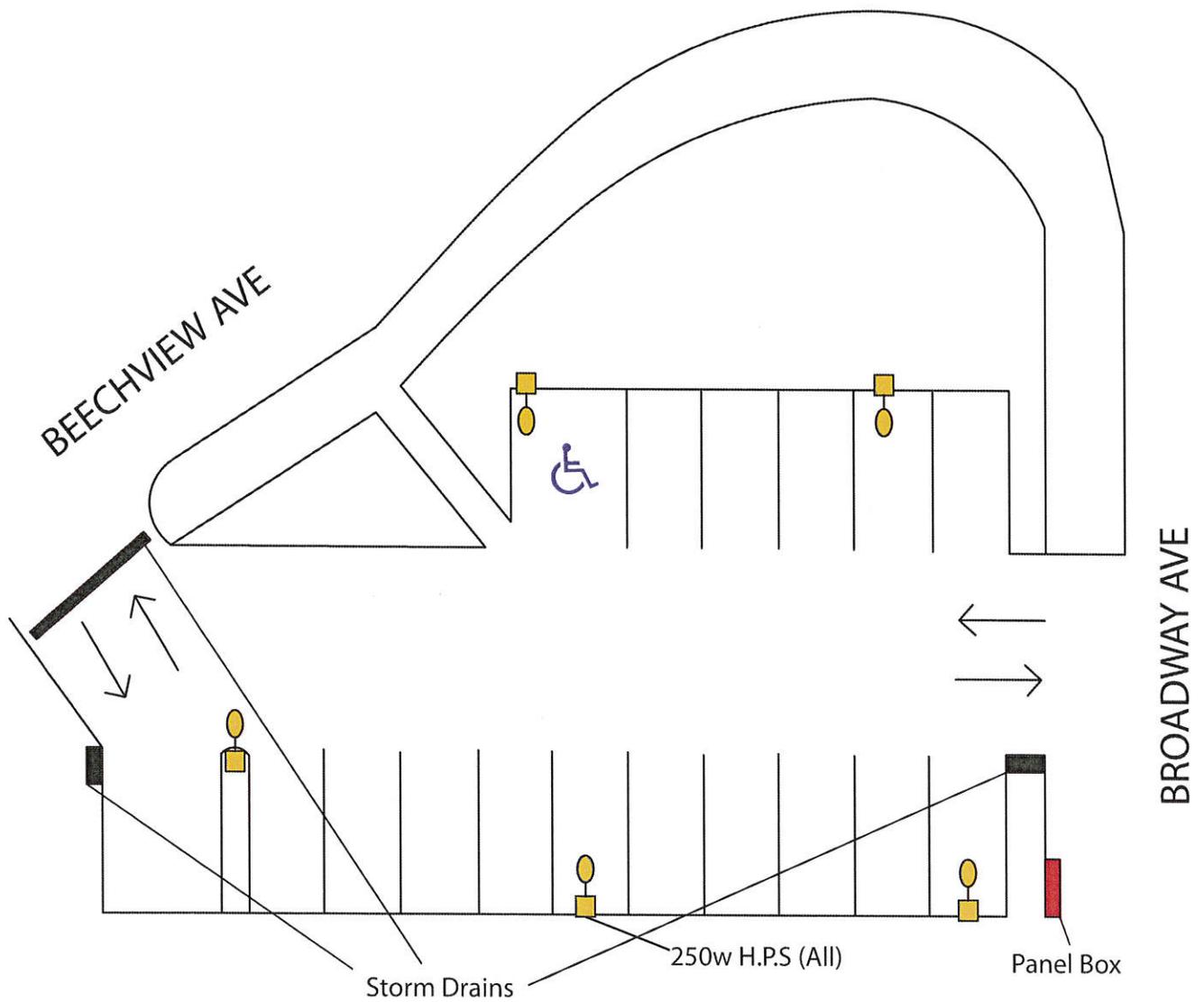
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Brownsville Sankey

80 Spaces (3 HCP)

Carrick



Beachview

17 Spaces (1 HCP)

Beechview

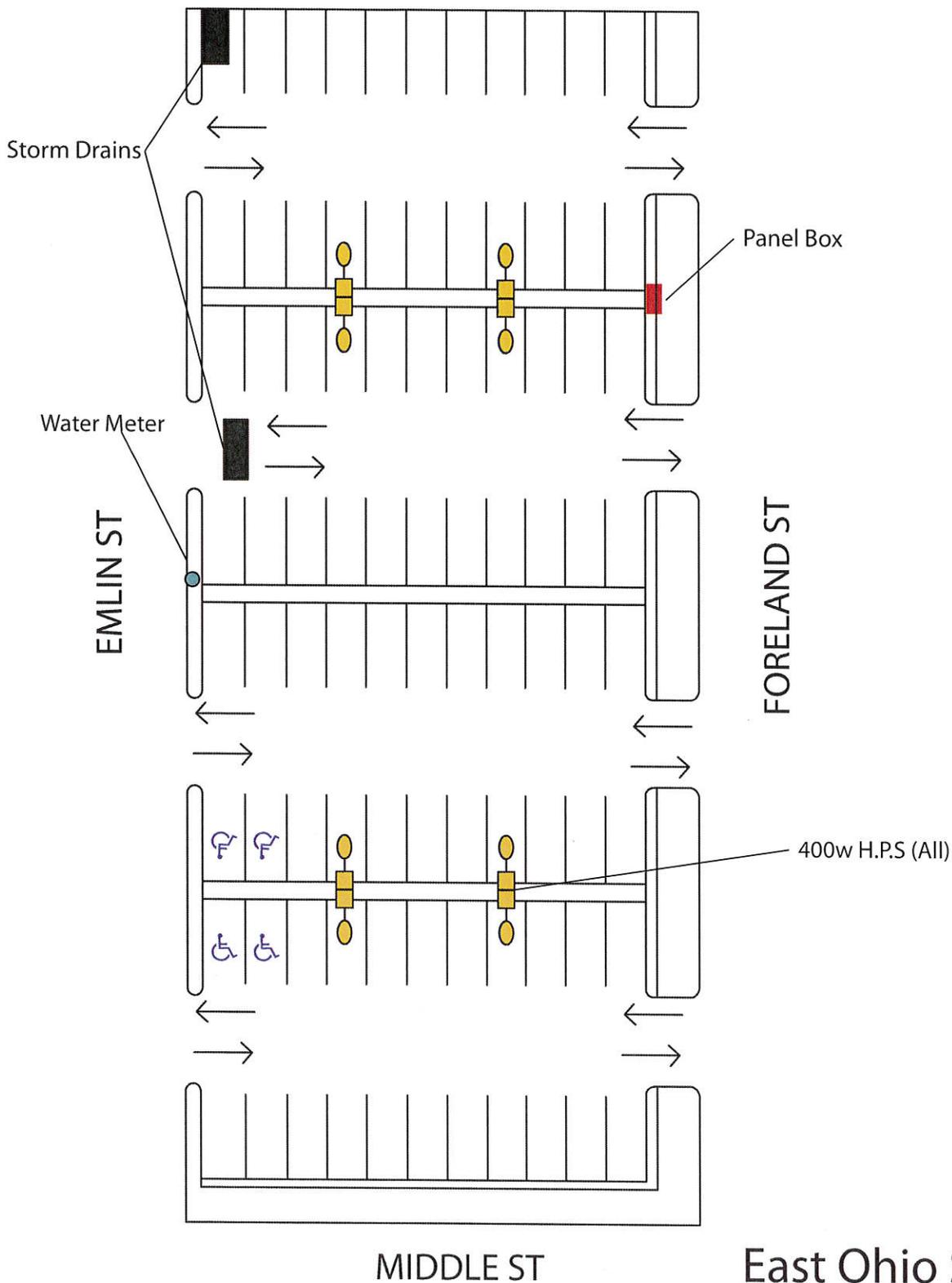


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ZONE "D" LOTS

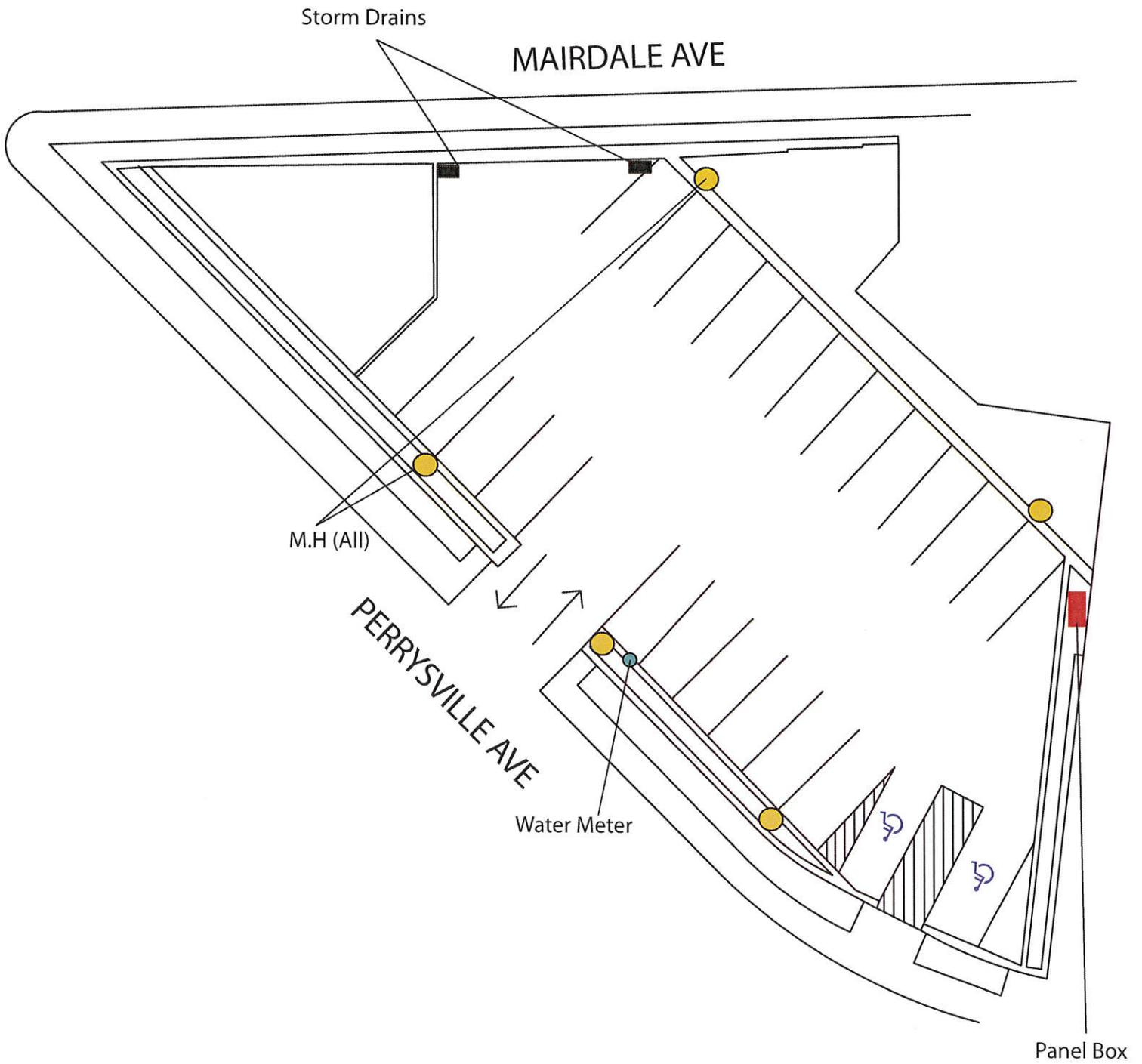
DRAWINGS



East Ohio Street

88 Spaces (4 HCP)

North Side



Observatory Hill

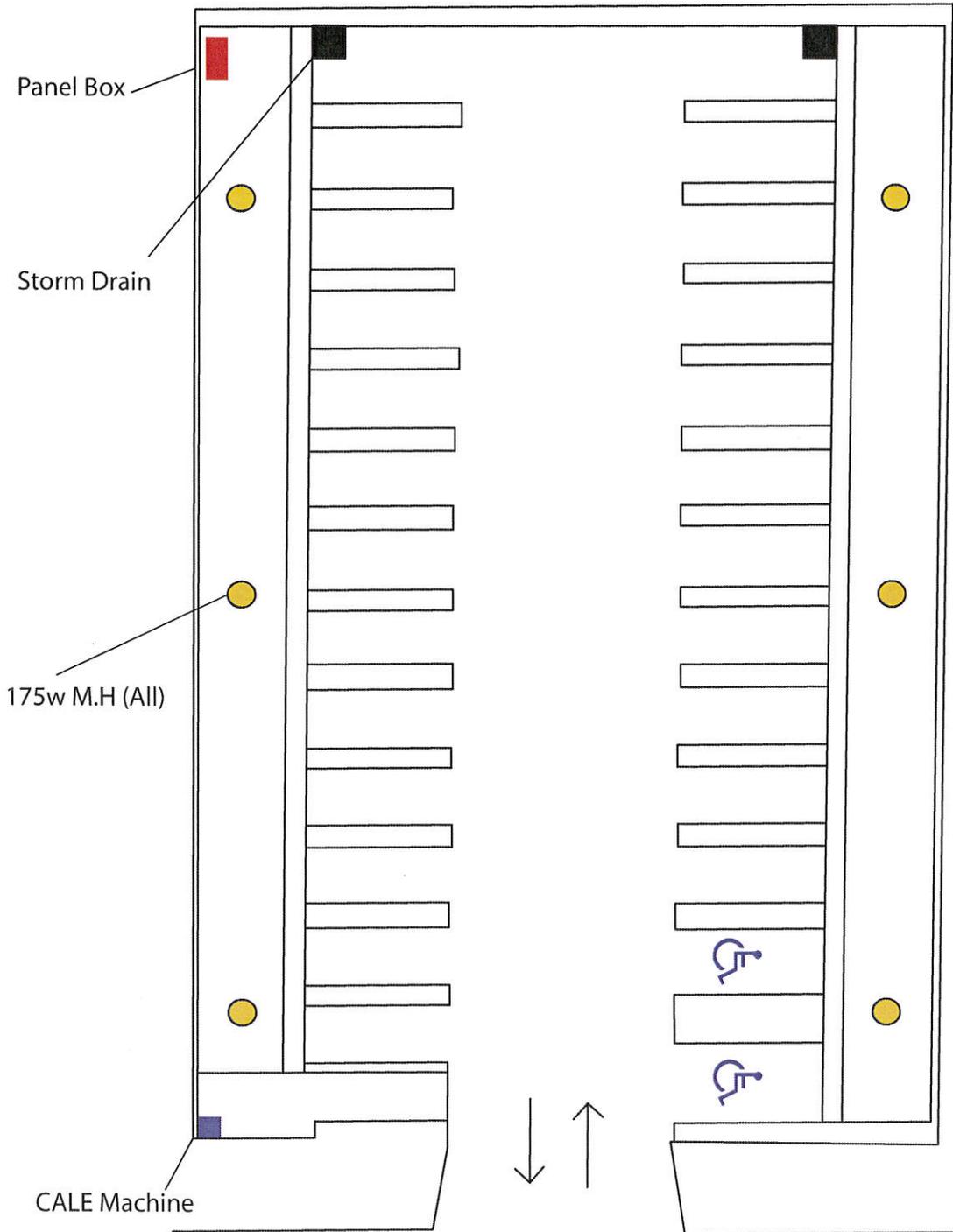
23 Spaces (2 HCP)

North Side



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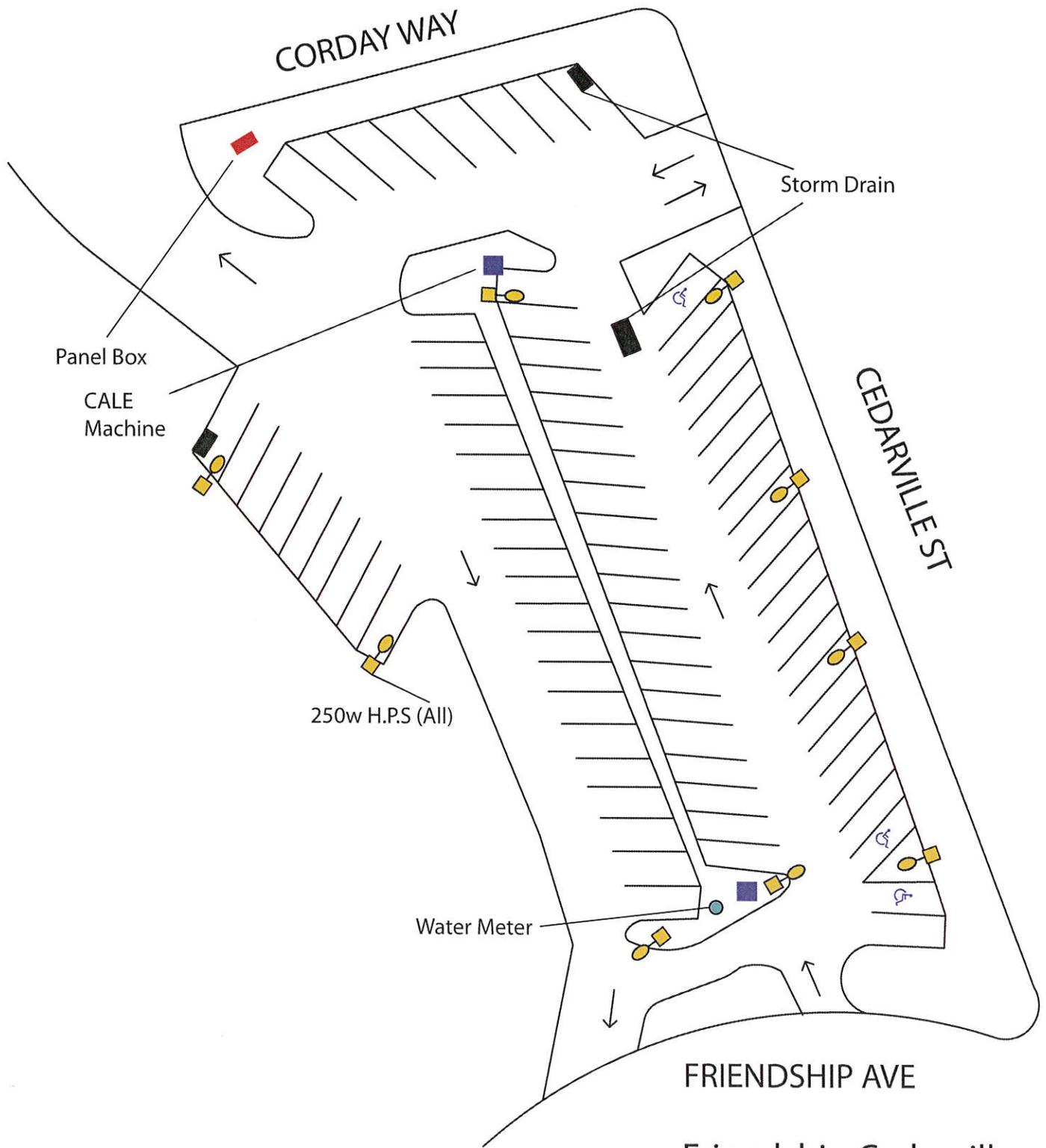
TAYLOR ST

Taylor Street

26 Spaces (2 HCP)

Bloomfield





FRIENDSHIP AVE

Friendship Cedarville

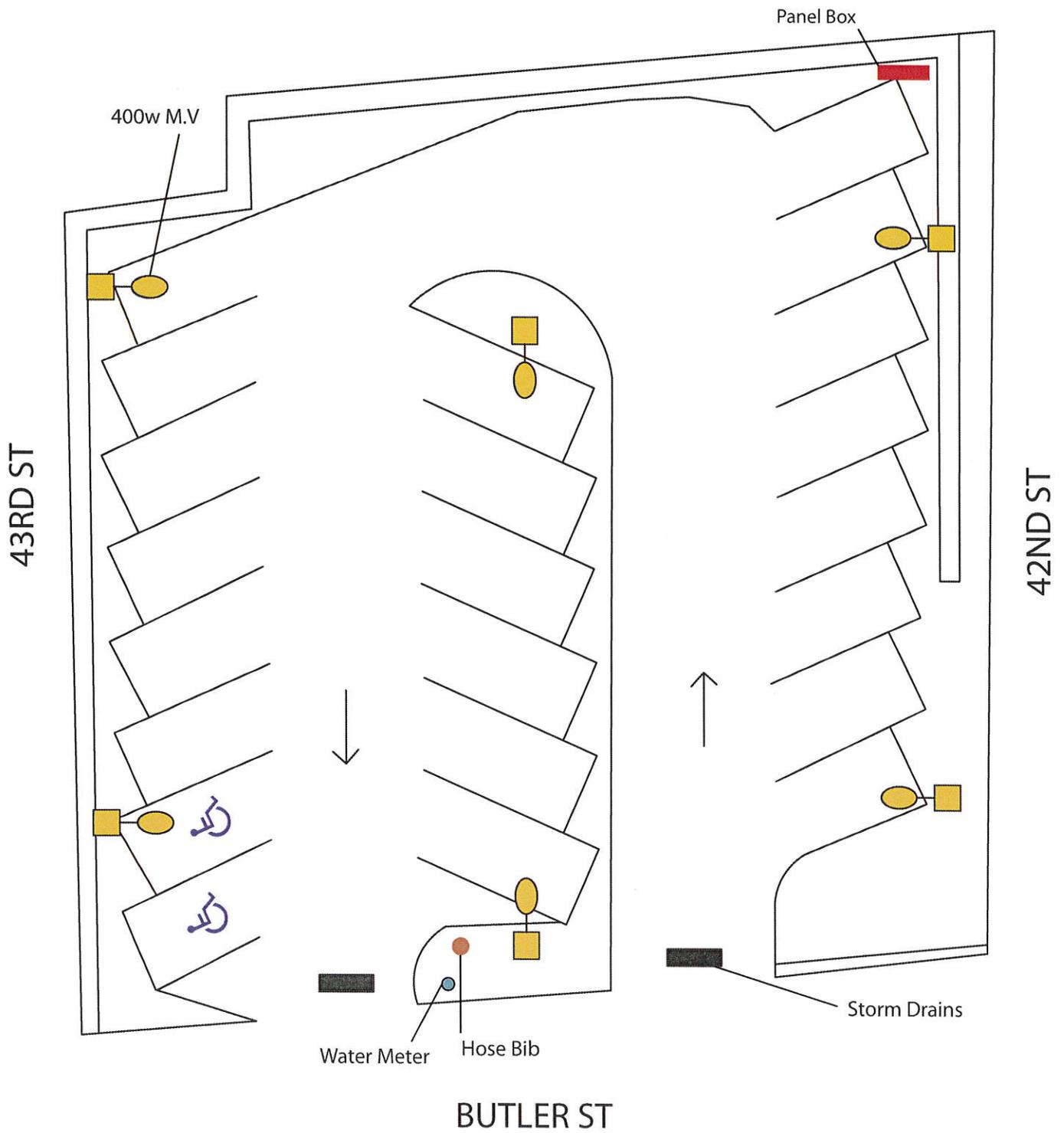
80 Spaces (3 HCP)

Bloomfield



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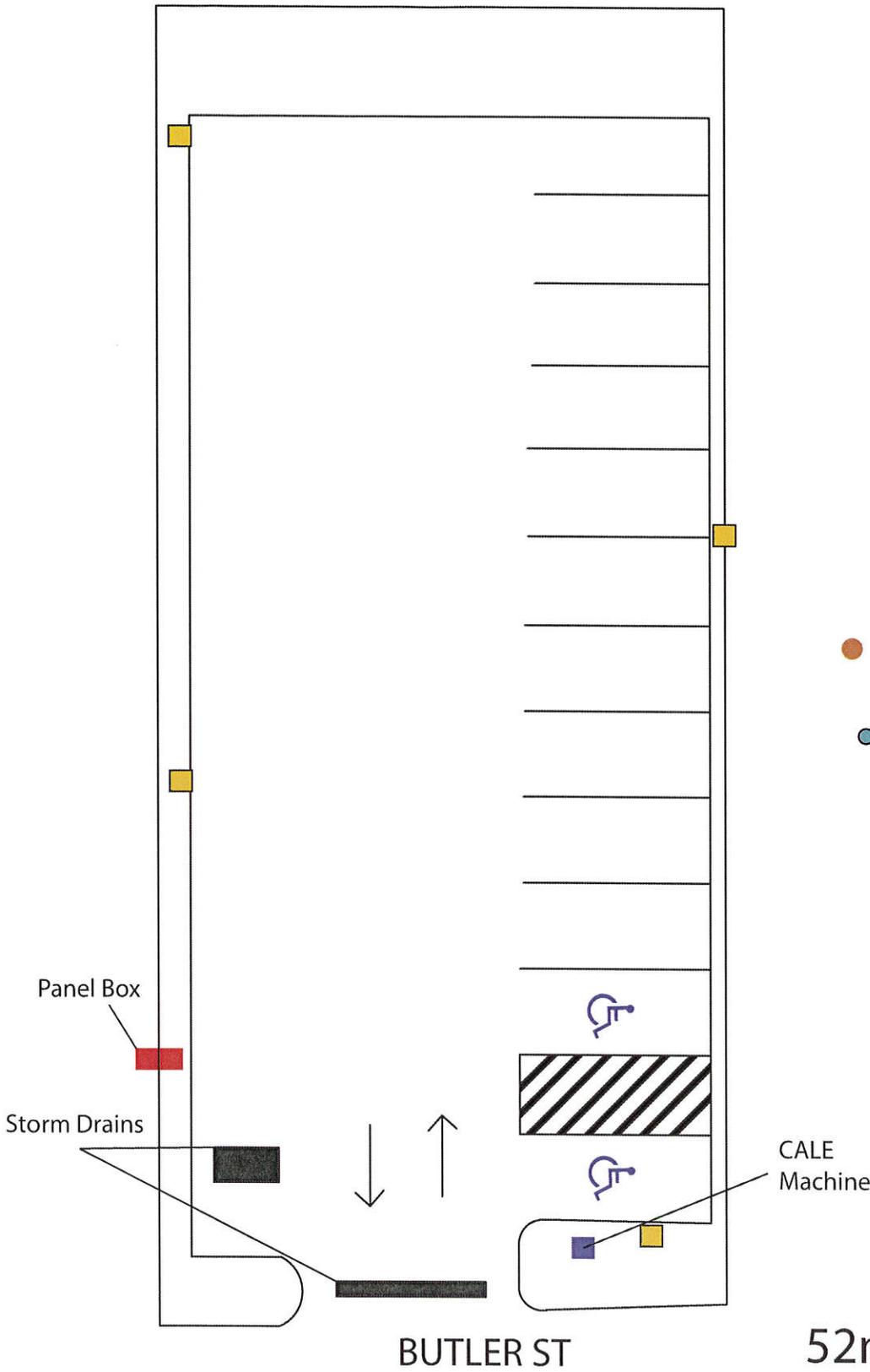
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42nd & Butler

22 Spaces (2 HCP)

Lawrenceville



52nd & Butler

13 Spaces (2 HCP)

Lawrenceville



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