

**PHDC**

PITTSBURGH HOUSING  
DEVELOPMENT CORPORATION

**ura** Building  
Pittsburgh

**Urban Redevelopment Authority**

**REQUEST FOR PROPOSALS (RFP)**

**Adaptive Reuse and New Construction  
Mixed-Use Commercial and Residential Development**

**1726 and 1730 Forbes Avenue  
and  
23 Miltenberger Street**  
*Lot/Block 11-J-101, 11-J-95, & 11-J-96*

**RFP Issue Date: Thursday, February 5, 2015**

**Proposal Due Date: Monday, March 23, 2015 at 3 PM ET**

## I. **General**

The Pittsburgh Housing Development Corporation (PHDC) is the non-profit housing development subsidiary of the Urban Redevelopment Authority of Pittsburgh (URA), charged with the creation of housing in underserved neighborhoods throughout the City of Pittsburgh (City). In line with its mission, PHDC is seeking proposals from qualified developers interested in the adaptive reuse of an existing mixed-use building located at 23 Miltenberger Street and the new construction of a mixed-use building(s) on two adjacent vacant parcels located at 1720 and 1726 Forbes Avenue. All three properties are located in the Bluff neighborhood (informally called "Uptown") in the City.

The property located at 23 Miltenberger is an existing vacant three-story brick structure with first floor commercial space and two residential rental units on the second and third floors of the building. Although the formal building entrance of 23 Miltenberger is located on Miltenberger Street, it also has a first floor presence along Forbes Avenue. Properties located at 1726 and 1730 Forbes Avenue are immediately adjacent to 23 Miltenberger Street. The Forbes Avenue properties were demolished by PHDC in February of 2014. The two buildings were demolished per City standards. The development site is contiguous and consists of 2,528 total square feet. PHDC is the owner of all three development parcels.

One challenge to development of the site is the depth of each of the parcels. Both 23 Miltenberger Street and 1730 Forbes Avenue have a lot depth of 20 feet. In addition, 1726 Forbes Avenue is an eight-sided polygon with each side consisting of varying lengths. All three parcels immediately abut existing residential structures on at least one side of each property (See Attachment "A" for detailed information of the meets and bounds for each property). An additional challenge to the development is parking. Therefore, any development proposal must make appropriate accommodations for the provision of adequate parking required to meet the City code.

In keeping with the 2009 Uptown Community Vision Plan (Plan), recently completed residential developments and the architectural design and density for the surrounding neighborhood, PHDC has purposefully decided not to place restrictions on the end use of the site. It is strongly suggested, however, that respondents to the RFP (1) first consider housing as a potential use, and (2) reference the aforementioned plan in their submission response. The Plan will be used as a tool to measure the merits of each response. The entire neighborhood plan can be found at [www.uptownpartners.org/about-up/vision/](http://www.uptownpartners.org/about-up/vision/).

To capitalize on the strengthening housing market in this neighborhood,

the PHDC is interested in receiving development proposals and cost estimates from development teams that want to develop this site.

## **II. Project Description**

The development site for this project is located at a key node in the neighborhood. It is adjacent to two recent large-scale residential rental housing developments - Fifth Avenue School Lofts and Mackey Lofts - and lies along the "Fifth & Forbes" corridor between Downtown Pittsburgh and Oakland. Nearby, on Fifth Avenue, Action Housing Inc. is constructing two buildings for workforce and supportive housing. These two 23-unit buildings, called Uptown Lofts, are designed to demonstrate the feasibility of the passive housing standard. Forbes Avenue is the outbound thoroughfare that connects the two largest economic centers in our region. According to a 2013 TRIP report measuring the Pittsburgh region's most extensive commutes, there are an estimated 23,000 cars traveling the Fifth & Forbes corridor each business day<sup>1</sup>.

### *Community Involvement*

Since acquiring the properties in 2010, PHDC has maintained a strong relationship with the community development corporation, Uptown Partners of Pittsburgh (UP). Uptown Partners of Pittsburgh requested that PHDC acquire the properties with the goal of being a steward for smart development that serves a public purpose and furthers the mission of the overall Plan. The URA, for which PHDC is the residential development arm, participated in the planning and development of the Plan.

In March of 2014, City and community partners launched an initiative to designate Uptown as an EcoDistrict. This EcoDistrict serves to create a platform for ensuring that sustainable development practices are implemented during revitalization efforts in the EcoDistrict. This includes easy access to sustainable transit methods for community residents as well as a focus on energy efficient and passive development.

The selected development team will be expected to work with UP and the PHDC to refine any development plan in order to ensure the project fits within the neighborhood context and the community's vision and larger planning goals.

### *Project Objectives and Roles*

The PHDC and UP developed a set of objectives for this project as part of an initial design process. Some of the more notable objectives include:

---

<sup>1</sup> TRIP, "The Region's Most Expensive Commutes: Congested Corridors in the Pittsburgh Area and Steps Needed to Relieve Traffic Congestion, 2013, 11)

- Mixed-use building(s) with neighborhood-serving retail on the first floor;
- Facades that generally enhance the architectural character of the neighborhood;
- Construction that makes use of environmentally responsible and passive-like design, materials and methods;
- Units that meet or exceed Energy Star standards;
- Consideration of “live / work” units; and
- Creative solutions to the provision of adequate parking.

In the end, the larger market and prospective occupants will determine the features included in the new development; however, interested developers are strongly encouraged to incorporate these objectives.

The development will be a public-private joint effort between the PHDC and the selected developer. The roles of each entity are outlined below; however, PHDC is also willing to consider alternate development scenarios, if such scenarios are in the best interest of both PHDC and the community. Developers are welcome to propose such scenarios in their proposals.

### ***PHDC***

The PHDC and UP propose to provide selective demolition of 23 Miltenberger Street and stabilization, potentially including the removal and replacement of the existing roof addition, the re-pointing and replacement of defective brickwork on the exterior of the building, and interior demolition. The scope of this work will be negotiated with the selected developer. The PHDC will not be responsible for existing soil conditions. The PHDC intends to sell the property to the developer at the construction closing for an amount to be determined. As public funds are being used to help underwrite this development, PHDC will use an appropriate mechanism to ensure its interests in the property until the project is completed and/or sold to qualified buyers.

### ***Developer***

The Developer shall be responsible for the complete design and construction of the units; all site work and landscaping; approvals from local community, City of Pittsburgh Zoning and Planning departments; obtaining all permits necessary for construction of the development, and all marketing and sales and/or management of the units. The developer shall be responsible for ensuring the soil is adequate for construction activities.

The developer should also be aware that:

- A geotechnical report is not available, nor have any subsurface investigations been conducted. The buildings previously located at 1726 and 1730 Forbes Avenue have been demolished in accordance with URA standards. The specifications related to the “back-fill” materials contained below the grade of the site of the former buildings are provided in Attachment “B”. The selected developer will be responsible for the site in “as is condition.” Please prepare your proposal accordingly.
- The site is made up of three parcels, two of which are vacant. The property at 1726 Forbes Avenue (i.e. 11-J-101) is immediately adjacent to another vacant parcel, 1722 Forbes Avenue, which is not owned by PHDC and not a part of this RFP. Precise lot measurements are provided in Attachment “A”, but actual lot lines should be measured and verified by the developer at the site.
- Additionally, 1726 Forbes Avenue is an eight-sided irregular polygon that directly abuts at least one structure of the surrounding parcels. Actual lot lines should be measured and verified by the developer at the site.
- The site is located in the proposed Uptown Interim Planning Overlay District (IPOD), currently under consideration by the Department of City Planning. As such, any building demolition, new or enlarged parking areas on major streets, and every structure erected or enlarged by more than 2400 square feet are subject to the standards outlined in the Pittsburgh Code. These standards include a provision that All Project Development Plans be subject to Design Review by the Department of City Planning. See Attachment “D” for a complete description of the proposed IPOD and list of standards.

### **III. Proposal Requirements**

The PHDC is seeking development firms that have experience with the design, construction and completion of projects similar to that described above.

The proposal should include the following:

1. A narrative description of the approach, both technically and organizationally, to delivering the completed project (including how the project will be financed); A complete scope of work and methodology should be identified;

2. Schematic design(s) and layout of a structure(s) that will meet the program requirements described herein and fit on the site;
3. Identification of key staff and what their roles and responsibilities would be in delivering the completed project;
4. Identification of key sub-contractors and consultants to be used on this project; Include the experience of these proposed sub-contractors and consultants with similar projects and what their roles and responsibilities would be in delivering the completed project;
5. An organizational chart defining roles and relationships of all staff, sub-contractors and consultants;
6. A draft schedule from contract signing with submitting firm(s) to issuance of the occupancy permits for the homes;
7. A description of the organizational capacity and workload of the submitting firm(s) and evidence of their ability to deliver the project within the schedule submitted;
8. A preliminary cost estimate, broken down by Construction Specifications Institute (CSI) Division, that includes all work necessary to deliver a completed project; This should also include an offer price to PHDC for the site;
9. A list of voluntary alternates for any extra or additional work not included as part of the estimate under Item 8;
10. Any and all assumptions made in estimating costs;
11. A description and images of similar projects completed by the submitting firm(s). Identify the client and their contact information.

This proposal should reflect a solution that the selected firm/team believes will closely satisfy the needs of the client and an estimated cost that the firm/team feels could be reasonably met. The PHDC and UP will work with the selected firm/team to refine the design and specifications to meet specific project needs and goals. Please contact David Howe, manager of PHDC, at 412-255-6629 or at [dhowe@ura.org](mailto:dhowe@ura.org) with questions regarding this RFP.

#### **IV. Selection Process**

A developer may be selected based on, but not limited to, the following criteria:

1. Developer's experience completing similar successful development projects in an existing urban neighborhood;
2. Demonstration of ability to attract financing (i.e. construction bridge financing, tax equity, permanent financing, etc);
3. Experience and ability to assemble a team with the appropriate specialties for this project;

4. Completeness and feasibility of proposed plan (i.e. scope of work, schematic design, schedule, and financing);
5. Experience with and commitment to community engagement in projects;
6. Commitment to Green Building standards; and
7. Commitment to Minority/Women Owned Business Enterprise participation.

After consultation with UP, a developer will be recommended to the PHDC board of directors based on the overall quality of the proposed project. The evaluation of the developer's qualifications, experience and capacity will be based upon information in the proposal submitted by the developer, interviews, investigation of projects completed by the developer, assessment of their performance in previous undertakings, and other pertinent factors. The PHDC board will then have final approval of any developer, sales price and any additional conditions of development.

PHDC reserves the right to determine which respondents have met the basic requirements of the RFP. In addition, PHDC may at its sole discretion reject, in whole or in part, any and all proposals, waive irregularities in proposals, allow a respondent to correct irregularities, and negotiate with one or more respondents in any matter deemed necessary to serve the interest of the PHDC and/or UP. The PHDC reserves the right to cancel the RFP at any time.

## **V. Proposal Submission**

One (1) hard copy and one (1) electronic copy of the proposal should be submitted to the offices of the Pittsburgh Housing Development Corporation at the following address:

**David Howe**  
**Manager**  
**Pittsburgh Housing Development Corporation**  
**200 Ross Street, 10<sup>th</sup> Floor**  
**Pittsburgh, PA 15219**  
**[dhowe@ura.org](mailto:dhowe@ura.org)**

The proposals are due no later than 3 PM ET on Monday, March 23, 2015..Hard copies of proposals will not be returned.

## **VI. Legal Information**

The developer, by submitting a response to the RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of the RFP, PHDC's selection of a developer with whom it enters into

negotiations, PHDC's rejection of any or all responses and any subsequent Disposition Agreement that might be entered into as a result of this RFP.

The PHDC will have the right to verify the accuracy of all information submitted and to make such investigation, as it deems necessary, to determine the ability of a prospective developer to perform the obligations in the response. The PHDC reserves the right to reject any response where the available evidence or information does not satisfy PHDC that the prospective developer is qualified to carry out properly the obligations of the response, is a person or firm of good reputation or character for strict, complete and faithful performance of business obligations, or if the prospective developer refuses to cooperate with and assist the owners in the making of such investigation.

1. **Inspection of Parcels.** Developers shall be given an opportunity to inspect the parcels and the title to the parcels, among other things. Interested respondents should contact PHDC about scheduling inspection of the interior of 23 Miltenberger. If the developer is selected and elects to proceed after exercising its due diligence, it shall acquire or take possession of the parcel(s).
2. **Building Permits, Zoning Variances, and Financial Viability.** The sale of the property in no way guarantees or warrants building permits, zoning variances, or financial viability.
3. **Discretion, Non-Liability, Waivers and Hold Harmless.** Developer acknowledges by submitting information and proposals to PHDC that PHDC does not undertake and shall have no liability with respect to the development program, the RFP, and responses thereto nor with respect to any matters related to any submission by a developer. By making a submission in response to the RFP, the developer releases the PHDC, from all liability with respect to the development program, the RFP and all matters related thereto, covenants not to sue the PHDC, regarding such matter and agrees to hold the PHDC, harmless from any claims made by the developer or anyone claiming by through or under the developer in connection therewith.
4. **Minority/Women Owned Business Enterprises (M/WBE) Requirements.** All developers must demonstrate a good faith effort to obtain minority and women owned business. The PHDC's goal is 25 percent (25%) minority and 10 percent (10%) female participation in predevelopment activities such as design or legal as well as construction contracts and purchases. The successful applicant will be required to submit a proposed M/WBE plan as part of the project approval process. Any questions about M/WBE requirements should

be directed to Charles Powell, URA director of Diversity, at 412.255.6611 or [cpowell@ura.org](mailto:cpowell@ura.org).

5. The developer, its employees, contractors, and primary subcontractors will not discriminate against or segregate any person or group of persons on any unlawful basis in the construction, sale, transfer, use, occupancy, tenure or enjoyment of the property or any improvements erected or to be erected thereon, or any part thereof.
6. Each respondent will execute a Debarment Affidavit (Attachment "C") affirming that all members of the responding team are not prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualifications as set forth at Pittsburgh Code Section 161.22 (b).
7. Responses to the RFP will not be opened publicly.
8. Proposals may be withdrawn by written notice received by PHDC before the time and date set for receipt of offers. After the submission date, a proposal may not be withdrawn for a period of 60 days, except by mutual consent of PHDC and respondent.
9. **Mistakes**
  - Prior to submission date*

A respondent may correct mistakes discovered before the time set from receipt of offers by withdrawing the original offer and resubmitting a new offer before the date set for the receipt of offers.
  - After submission date*

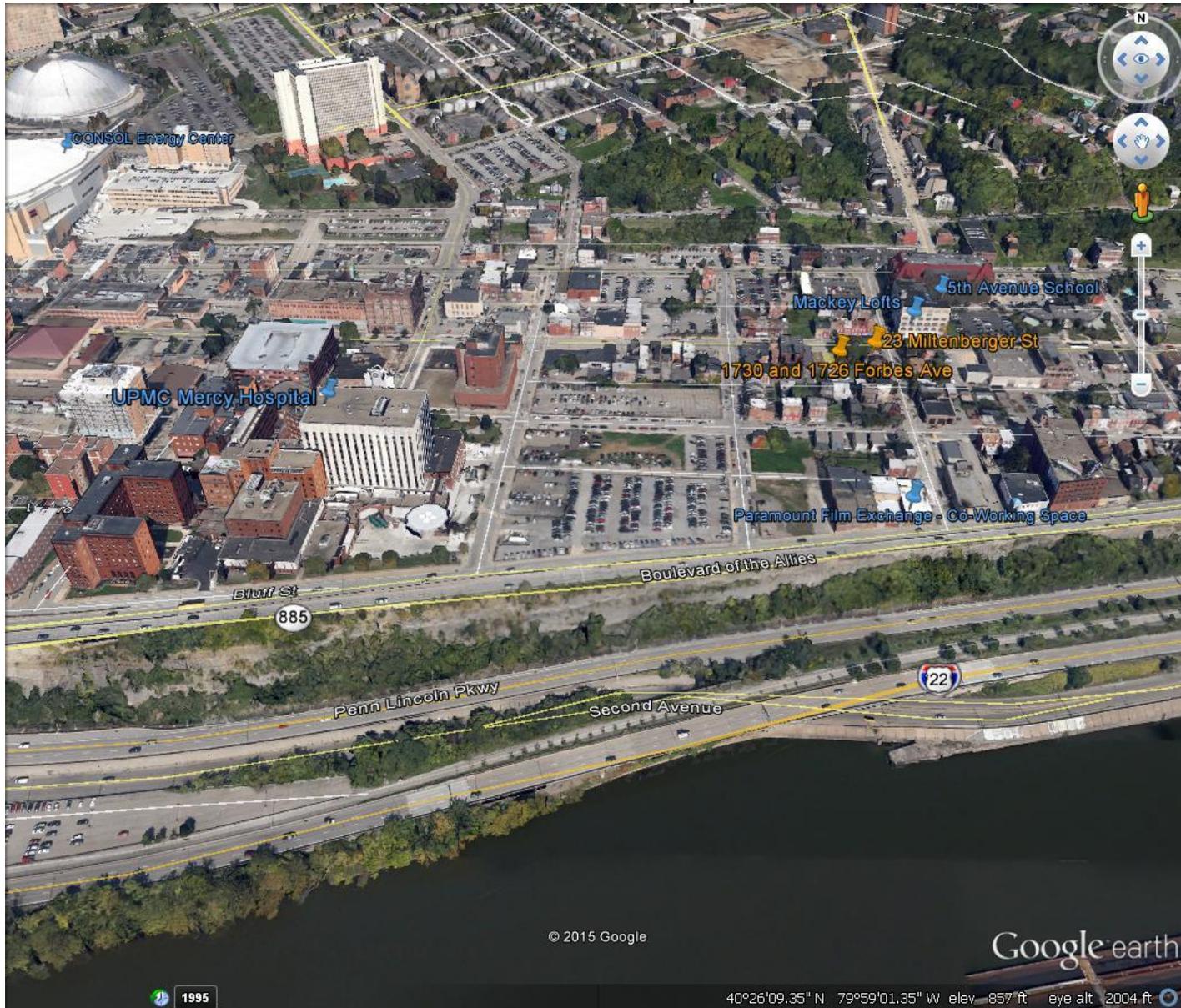
Mistakes may not be corrected after the submission date except when PHDC decides, at its sole discretion, to allow the mistake to be corrected.
10. To ensure receipt of any addenda to the RFP, please email David Howe, PHDC Manager, for inclusion on the list at [dhowe@ura.org](mailto:dhowe@ura.org).

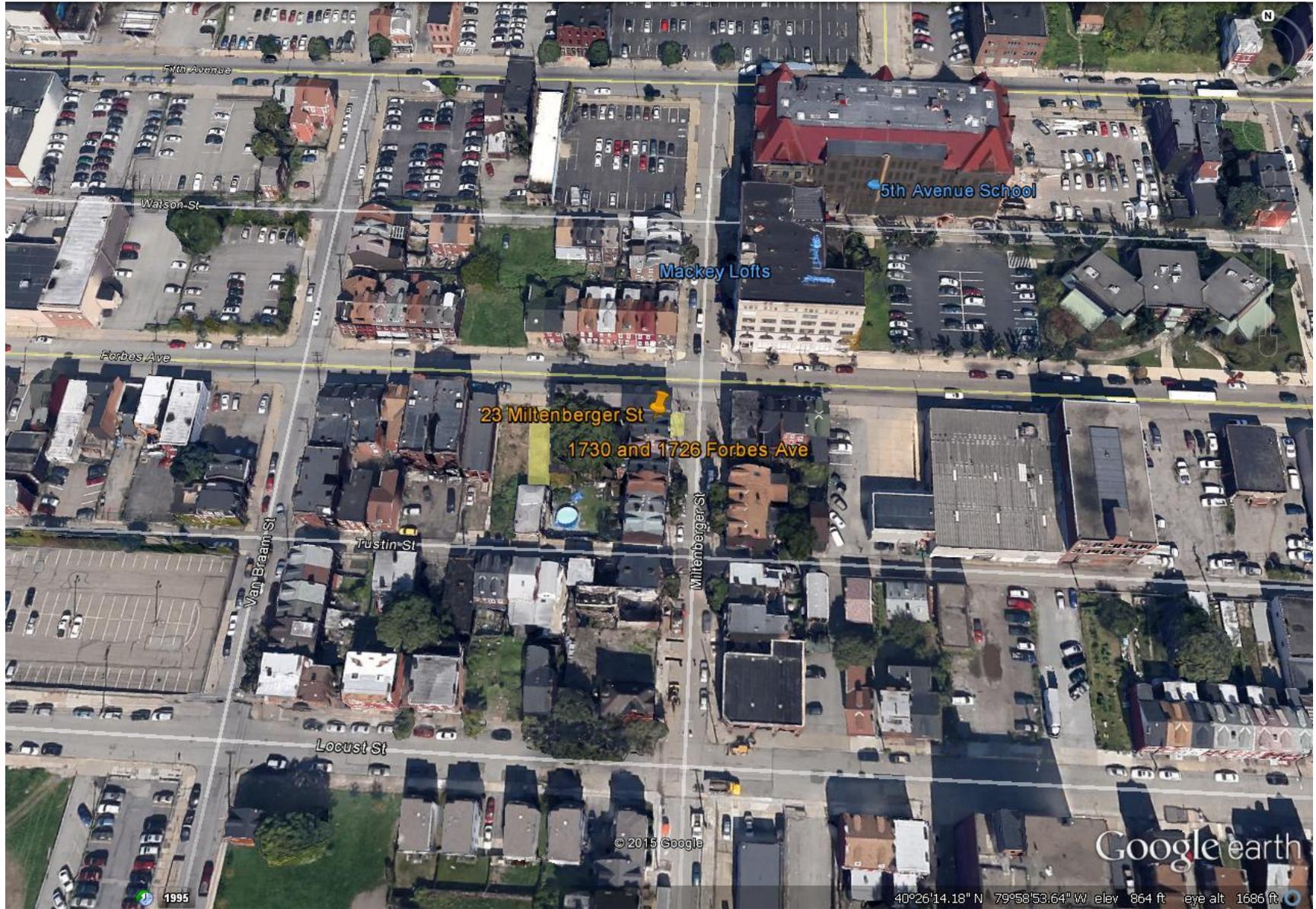
## **VII. Attachments**

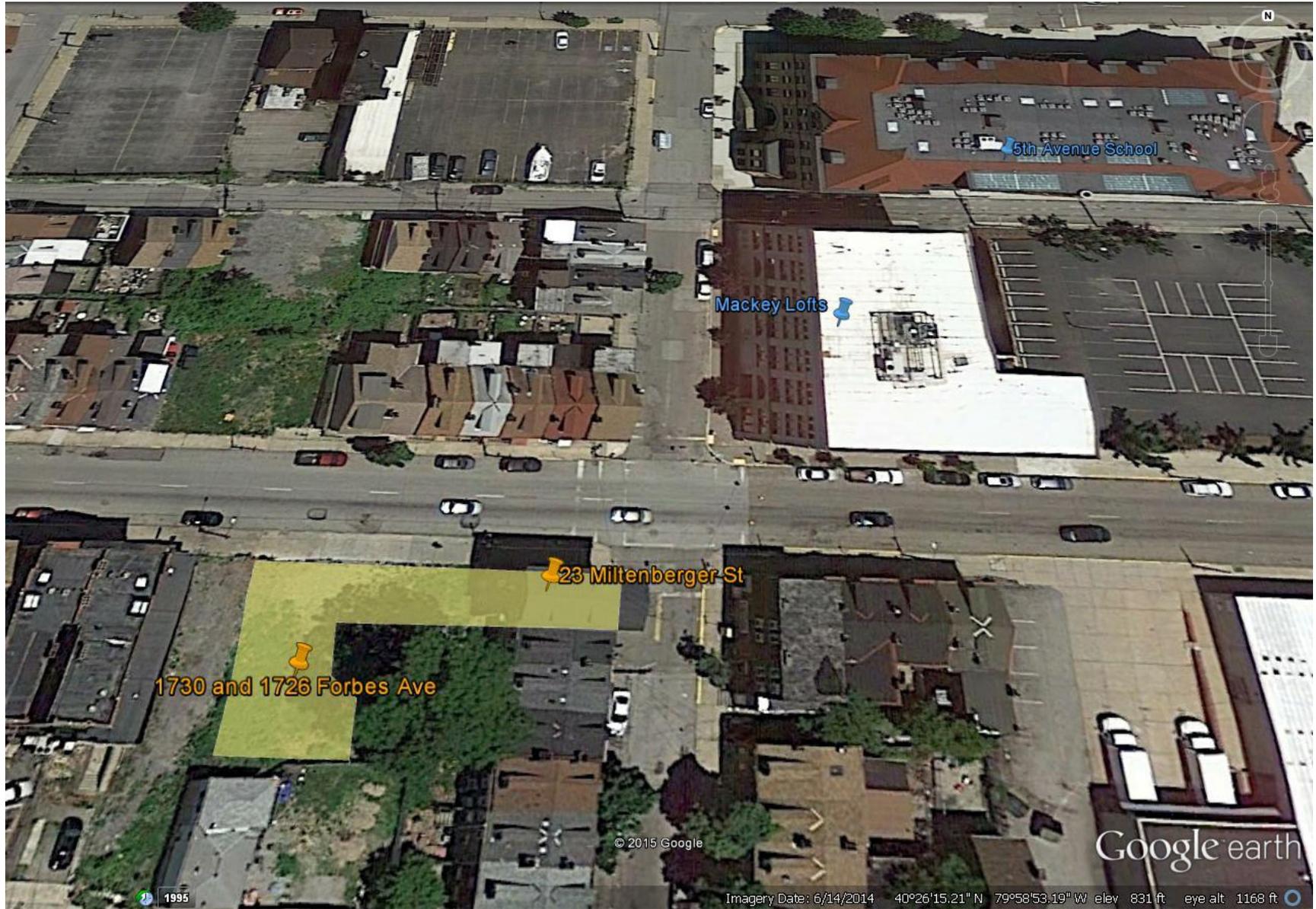
- A. Site Location Maps with Investment Highlights
- B. Below Grade Demolition Specifications – 1726 & 1730 Forbes Avenue
- C. Debarment Affidavit
- D. Uptown IPOD Specifications

Attachment A:

Site Location Maps







5th Avenue School

Mackey Lofts

23 Miltenberger St

1730 and 1726 Forbes Ave

© 2015 Google

Google earth

1995

Imagery Date: 6/14/2014 40°26'15.21" N 79°58'53.19" W elev 831 ft eye alt 1168 ft

## **Attachment B:**

### **Below Grade Demolition Specifications**

The basement and site voids created by the demolition of the structures and the completion of the site clearance demolition are backfilled to the elevation of the surrounding area. Only virgin shale was used in the backfill operation. The Pennsylvania Department of Environmental Protection Safe Fill Regulations are in effect. The fill material meets the requirements of the regulations and is subject to the numerical limits described therein. The fill material is clean and free of all wood, roots, grass, coal and carbonaceous shale. It is no more than 4" diameter following compaction with track type equipment. All fill materials meet the environmental and size requirements.

In addition to any voids caused by demolition of site structures, Basement and Site Void Filling with PADEP Certified Clean Fill for 1726 Forbes Avenue also include filling the large void that existed behind the structure.

The fill material was placed in lifts not exceeding 24" loose. Compaction was obtained by operating track equipment over each lift. At all times during the earthwork activities, the contractor was responsible for ground water management.

**Attachment C:**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF ALLEGHENY**

**DEBARMENT AFFIDAVIT**

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, any affiliated individual is prohibited  
from entering a bid or participating in a City of Pittsburgh contract by reason of disqualifications as set forth at  
Pittsburgh Code Section 161.22 (b).

\_\_\_\_\_

SWORN TO and subscribed  
before me this \_\_\_the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

CODE OF ORDINANCES  
City of  
PITTSBURGH, PENNSYLVANIA

Codified through  
Ord. No. 45-2003, enacted Dec. 31, 2003.  
(Supplement No. 8)

TITLE ONE: ADMINISTRATION: ARTICLE VII

§ 161.22 DEBARMENT FROM BIDDING ON AND PARTICIPATING IN CITY CONTRACTS.

(a) *Definitions.* The following words and phrases when used in this section shall have the meanings given to them in this section unless the context clearly indicates otherwise:

- (1) **AFFILIATE.** Persons directly or indirectly, either one (1) controls or can control the other, or a third controls or can control both.
- (2) **AGENT.** Any director, officer, servant, employee or other person authorized to act on behalf of the corporation or association and, in the case of an unincorporated association, a member of the association.
- (3) **CONVICTION.** An entry of a plea of guilty or a plea of nolo contendere, or a verdict of guilty by a jury or a judge sitting without a jury.
- (4) **ENTERPRISE.** Any individual, partnership, corporation, business, company, association or other legal entity and any union or group of individuals associated in fact although not a legal entity, engaged in commerce.
- (5) **HIGH MANAGERIAL AGENT.** An officer of a corporation or an unincorporated association, company or business or, in the case of a partnership, a partner or any other agent of a corporation, company, business or association having duties or such responsibility that his or her conduct may fairly be assumed to represent the policy of the corporation or association.
- (6) **PERSON.** An individual, corporation, partnership, unincorporated association, or other public or private entity.
- (7) **SUBSTANTIAL STOCKHOLDER.** A stockholder who, in the aggregate, directly or indirectly, owns or controls five (5) percent of the outstanding securities of any one (1) class of stock.

(b) *Certain persons and enterprises prohibited from bidding on and participating in City contracts.* Any person or enterprise who has been convicted of, or been judged civilly to have committed, any offense indicating a lack of business integrity or honesty, shall be debarred from bidding on any contract which requires bidding and from participating in any City contract. The offense shall include, but not be limited to, any of the following:

- (1) Fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public or private contract or agreement or subcontract, or in the performance of the contract or subcontracts;
- (2) Bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, racketeering, mail fraud, receiving stolen property, obstruction of justice, theft, breach of duty to act disinterestedly, or another offense indicating a lack of business integrity or honesty;
- (3) Unlawful price fixing between competitors, allocation of customers between competitors, bid rigging or any other violation of federal or state antitrust laws;
- (4) Violations of a governing hour of labor, minimum wage standards or prevailing wage standards, discrimination in wages or child labor violations;
- (5) Violation of any section of the Civil Rights Act of 1968, the Pennsylvania Human Relations Act, the City of Pittsburgh's Human Relations Ordinance, any affirmative action, civil rights or nondiscrimination law, executive order, rule, plan or regulation, or violation of any affirmative action or nondiscrimination provisions included in any agreement or contract;
- (6) Violation of any law, regulation or agreement relating to conflict of interest;

- (7) Loss or denial of the right to do business or practice a profession under a circumstance indicating a lack of business integrity or honesty;
- (8) Failure to pay a debt, including any taxes, owed to the city, provided the debt is uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted;
- (9) Subcontracting or otherwise doing business with a debarred person or enterprise, in connection with a contract with the city, where it is known or where it reasonably should have been known, that the person or enterprise is debarred;
- (10) Willful or material failure to perform the terms of a contract or agreement in accordance with specifications or within contractual time limits;
- (11) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts, provided that the failure or unsatisfactory performance was within a reasonable period of time preceding the determination to debar and was caused by acts within the control of the person or enterprise debarred;
- (12) Violation of election laws;
- (13) Providing false or misleading information as part of a prequalification statement, including but not limited to financial statements, equal opportunity employment forms, affidavits of compliance with prevailing wage statutes and product descriptive literature;
- (14) Debarment or equivalent exclusionary action by any public agency, government or government instrumentality;
- (15) Decertification as a minority or women enterprise;
- (16) Other cause affecting responsibility as a City contractor or vendor as may be determined by the city.

(c) *Responsible bidders.* No person or enterprise which falls within the provisions of subsection (b) hereof shall be considered a responsible bidder on any City contract.

(d) *Debarment.*

- (1) *Evidence.* The existence of a cause for debarment under this section will be established by conviction or a judgment obtained in a court of competent jurisdiction or by determination by the appropriate body.
- (2) *Conditions.* The existence of any of the causes set forth in § 161.22(b) (relating to cause for debarment) does not necessarily require that a person or enterprise be debarred. In each instance, the decision will be made in the discretion of the Director of the Department of General Services and the Mayor, unless otherwise required by law, and will be rendered in the best interests of the city.
- (3) *Term.* All debarments under this section shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the cause therefore. As a general rule, debarment will not exceed three (3) years. Debarment may be for a longer period of time where the offense is willful and egregious providing that notice thereof is furnished.
- (4) *Parties affected.* Debarment may include all known affiliates provided that each decision to include an affiliate is made on a case-by-case basis after giving due regard to all relevant facts and the circumstances. The commission of an offense listed in subsection (b) hereof by an individual, agent, officer or substantial stockholder, shall be imputed to the enterprise with which he or she or they are connected, when such impropriety involved was performed in the course of official duty, operation of an enterprise, or with the knowledge or approval of the enterprise.
- (5) *Waiver.* A waiver to debarment may be granted by the City if one (1) or all of the following circumstances determine the public interest would best be served by the waiver:
  - a. If debarment would be inconsistent with public interest;
  - b. If debarment would result in unreasonable cost to the city;
  - c. If the material or service is not otherwise reasonably available or of satisfactory quality.
- (6) Such waiver shall be granted by the City department director out of whose line item funds are allocated, but only with approval of the Mayor. Mitigating factors may be considered in determining whether a waiver is warranted.

(e) *Procedure.*

- (1) *Notice.* The Director of the Department of General Services shall furnish the person or enterprise and its known affiliates with written notice of debarment setting forth the specific reasons for the proposed debarment.
- (2) Any person or enterprise receiving a letter of debarment from the Director of the Department of General Services may request a hearing within ten (10) days of the date of mailing of the notice. The appeal shall set out reasons why the person or enterprise should not be debarred.
- (3) The appeal shall be filed with the Director of the Department of General Services. The Director shall notify the affected person or enterprise of the place and time of the hearing within five (5) days of the receipt of the appeal. The hearing shall be held within fifteen (15) days of the receipt of the appeal unless otherwise agreed to by the person or enterprise and the Director.
- (4) The cause for debarment shall be established by a preponderance of the evidence. If the debarment is based upon a conviction, a civil judgment, a debarment by another government or public agency or a determination by an appropriate body with competent jurisdiction, the standard shall be deemed to have been met.

(f) *Bidders to file affidavit.* All bidders on and parties to City contracts shall file with their bid or prior to commencing performance an affidavit stating that they are not prohibited from entering their bid or participating in a City contract by reason of disqualification under subsection (b) hereof. The affidavit shall be signed under penalty of perjury.

(g) *Certain contracts terminated.* In the event a contract is entered into in violation of subsection (b) hereof, the contract shall be terminated, if practicable, and no action in quantum meruit shall be permitted for recovery against the city.

(h) *Regulations.* The City may promulgate regulations necessary to implement this section.

(i) *Interpretation.* This section shall be liberally construed and strictly enforced.

*(Ord. 24-1989, eff. 10-24-89)*

## **Attachment D:**

### **Uptown IPOD Specifications**

The Pittsburgh Code, Title Nine, Zoning Code, Article III, Overlay Zoning Districts, Chapter 907, Development Overlay Districts, Section 907.02, IPOD, Interim Planning Overlay District, is hereby amended to create a new Interim Planning Overlay District for Uptown by inserting the following text at Section 907.02.I as follows.

#### **907.02.I IPOD4, Uptown**

##### **907.02.I.1 General Boundaries**

The Uptown Interim Planning Overlay District is generally defined by properties located in the Bluff/Uptown and West Oakland neighborhoods bounded by Colwell Street/Fifth Avenue, Beelen Street, Crosstown Boulevard, Boulevard of the Allies, and the western edge of the OPRD zoning district, but does not include existing SP or EMI zoning districts. Specific boundaries of the district are mapped as a supplement to the City's Zoning District Map.

##### **907.02.I.2 Intent**

The intent of the Uptown Interim Planning Overlay District is generally to create a regulatory mechanism in an area where substantial development growth is imminent and where both the impact of individual development projects and the collective impact of such development on public resources and private properties is not mitigated through the existing zoning classification. Due to the unique circumstances in Uptown at this point in time, the existing zoning classifications do not serve to carry out the purpose and intent of Chapter 901 and all the provisions of this Zoning Ordinance. Specifically, the intent of the Uptown IPOD is:

- a) To protect existing residential, commercial and office uses and encourage new uses that are complementary to the context of the mixed use nature of Uptown;
- b) To protect and enhance the area's architecture, which includes building siting, massing, facade treatment, materials, proportion, and scale; and
- c) To allow for a thorough and effective community process that encourages quality development in Uptown.

##### **907.02.I.3 Need for Interim Zoning**

The Uptown Overlay District is necessary to provide the proper balance between competing land uses, development pressures and regional economic factors. Characteristics of existing zoning which render it inappropriate include its failure to provide:

- (a) A mix of uses and magnitudes of uses which stabilize and conserve the value of land and buildings;
- (b) Design requirements for development consistent with the existing character of the neighborhood;
- (c) Development criteria which facilitate high quality development;
- (d) The ability for neighborhood stakeholders to provide input on small and medium size projects which have a high impact on the public realm;
- (e) The ability for neighborhood stakeholders to provide input on building demolitions and the proposed reuse of such properties.

##### **907.02.I.4 Applicability**

In the Uptown Overlay District, every building demolition; every new, enlarged or reconstructed advertising sign; every new or enlarged parking area with frontage on a major street; and every structure erected or enlarged by more than 2400 square feet shall, in addition to conforming to all regulations the Zoning Code, be in accord with an Overlay District Project Development Plan (PDP) of Sec. 922.10.E.2 approved by the Planning Commission.

**907.02.1.5 Standards**

- (a) All Project Development Plans within the IPOD4 shall be subject to Design Review.
- (b) All developments of the use type Parking, Commercial are prohibited (as described in the Use Table; Sec. 911.02).
- (c) No parking, accessory or primary, shall be constructed with frontage on Fifth Avenue, Forbes Avenue, or Boulevard of the Allies. All such uses shall be located to the rear of the lot with access to be provided from secondary streets or ways.
- (d) Landscaping and screening standards (Chapter 918) shall apply to all Project Development Plans within the IPOD4 district. No exemptions to landscaping and screening standards for small off-street parking areas (as outlined in Sec. 918.01.B.2) shall be granted.
- (e) Project Development Plans that are filed for building demolitions shall include a report, study, or statement of the property's future use that meets the review criteria of Sec. 922.10.E.2.
- (f) For properties which are proposed to be used as vacant lots following a demolition as part of a Project Development Plan, such vacancy shall be considered to be a site feature subject to screening standards (Chapter 918.03), with no exemptions (Sec. 918.01.B).

(map available at [http://apps.pittsburghpa.gov/dcp/IPOD\\_Map.pdf](http://apps.pittsburghpa.gov/dcp/IPOD_Map.pdf))