



Pittsburgh Regional Transit

TO: Performance Oversight Committee  
Lori Mizgorski  
Representative Nick Pisciotano

FROM: Michelle Zmijanac, Committee Chair

DATE: May 15, 2023

SUBJECT: Performance Oversight Committee – May 18, 2023

The next in-person (also virtually and conference call-in) meeting of the Performance Oversight Committee is scheduled for Thursday, May 18, 2023, immediately following the 9:00 a.m. Finance Committee meeting. The agenda is as follows:

1. Roll Call
2. Approval of Minutes of the April 20, 2023 Performance Oversight Committee Meeting
3. Proposed Resolutions:
  - a. Awarding of Bids (Tony Trona)
  - b. Authorization to Adopt Collective Bargaining Agreement with the International Brotherhood of Electrical Workers, Local 29 (Mike Cetra)
  - c. Authorization to Enter into an Agreement to Provide Executive Search, Outplacement and Coaching Services (Inez Colon)
  - d. Authorization to Award Construction Contract for the East Busway Pavement Restoration Project (Greg O'Hare)
4. Adjourn

cc: Other PRT Board Members

**PERFORMANCE OVERSIGHT COMMITTEE MEETING**

April 20, 2023

Board Committee Members

Michelle Zmijanac, Chair  
Lori Mizgorski  
Rep. Nick Pisciotano  
Jeff Letwin

Other Board Member

Ann Ogoreuc (in-person)  
John Tague Jr. (in-person)  
Stephanie Turman (in-person)  
Ali Doyle  
Jen Liptak

1. Approval of Minutes:

The Committee approved the minutes from the March 16, 2023 Performance Oversight Committee meeting.

2. Proposed Resolution:

The Committee first reviewed four procurement items and determined the bids to be in accordance with PRT's procurement policies and procedures, the prices fair and reasonable, the bidders to be responsible and the bids responsive.

The Performance Oversight Committee agreed to recommend the award of bids listed in the resolution for the total amount of \$2,010,003.19.

The second resolution was seeking authorization for PRT to accept Pennsylvania Department of Transportation's 2022 Act 44 Performance Report and Approve the 2023 Action Improvement Plan.

Staff explained that In July of 2007, PennDOT passed Act 44 which established the framework for performance reviews by PennDOT of all Pennsylvania transit agencies receiving state funding.

The most recent Act 44 review of PRT was conducted late 2021 and a performance report was received on December 27, 2022.

Based upon the performance assessment and functional financial reviews detailed in the report, PennDOT requested that PRT develop an action plan to identify the steps that will be taken by PRT to meet its Act 44 performance targets and recommended improvement strategies.

The Performance Oversight Committee agreed to recommend authorizing PRT to formally accept the 2022 Act 44 Performance Report attached to the resolution as Exhibit A, and to approve implementation of the 2023 Act 44 Action Plan attached to the resolution as Exhibit B.

The final resolution was seeking authorization for PRT to extend the agreement to provide professional safety consulting and safety security management system services.

In June 2020, PRT's Board authorized an agreement with K&J Safety and Security Consulting Services, Inc. to provide these services for an initial term of three years for a total not-to-exceed amount of \$860,000. The agreement also contains two option years to be exercised by PRT in its sole discretion.

After determining that the services performed by K&J Safety and Security Consulting Services, Inc. have been satisfactory and in compliance with the agreement, the Performance Oversight Committee agreed to recommend extending the term of the agreement to June 30, 2024, with no increase in the previously authorized not-to-exceed amount.

With no further business, the meeting was adjourned.

## **PROPOSED RESOLUTIONS**

## **AWARDING OF BIDS**

### **1. OFFICE SUPPLIES (STATE SCHEDULE)**

The Commonwealth of Pennsylvania Department of General Services (PADGS) awarded an office supply contract for the purchase of various office supplies to W. B. Mason Company Inc. This current contract was effective through April 14, 2023 and permits two one-year contract extensions. PADGS has exercised the second one-year contract extension. PRT seeks to continue to purchase office supplies under the terms and conditions of the Pennsylvania State Schedule contract.

**RECOMMENDATION:** That a contract be awarded under the same terms and conditions of PADGS Contract No. 4400020628 with W. B. Mason Company Inc., for the purchase of office supplies. This contract shall be for an estimated total of \$278,000.00 through April 14, 2024.

The pricing represents a 29 percent increase from the previous contract prices for these supplies one year ago and staff has determined the pricing on the Pennsylvania State Schedule to be fair and reasonable and consistent with the funds budgeted.

### **2. COACH REPLACEMENT PARTS – AIR CONDITIONING**

This bid was publicly advertised and ebusiness documents were distributed. One firm accepted the invitation and one bid was received for the purchase of air conditioning coach replacement parts used to maintain PRT's coach fleet over a two-year period.

**RECOMMENDATION:** That a contract be awarded to the low responsible bidder that submitted a responsive bid, Thermo King of Pittsburgh, in the estimated amount of \$903,325.00.

There has been no previous contract for this new generation of AC parts, however, staff has determined the pricing to be fair and reasonable and consistent with the funds budgeted.

### **3. LRV WHEEL FLANGE LUBRICATOR STICKS**

This bid was publicly advertised and ebusiness documents were distributed. Four firms accepted the invitation and four bids were received for wheel flange lubricator sticks used to maintain PRT's Light Rail Vehicle fleet over a two-year period.

The low bid from Wessely GmbH could not meet the specification and therefore was ineligible for award.

**RECOMMENDATION:** That a contract be awarded to the low responsible bidder that submitted a responsive bid, Schunk Carbon Technology, in the estimated amount of \$174,800.00.

This price represents a less than one percent decrease over the previous contract prices for this product two years ago. Staff has determined the pricing to be fair and reasonable and consistent with the funds budgeted.

#### **4. COACH RADIATOR ASSEMBLIES**

This bid was publicly advertised and ebusiness documents were distributed. One firm accepted the invitation and one bid was received for coach radiator assemblies utilized in the maintenance of PRT's new battery electric buses over a two-year period.

**RECOMMENDATION:** That a contract be awarded to The Aftermarket Parts Company in the estimated amount of \$209,881.25.

There has been no previous contract for this specific radiator assembly as this component is a maintenance item for one of PRT's new bus fleets. Staff has determined the pricing to be fair and reasonable and consistent with the funds budgeted.

#### **5. AIR, OIL, COOLANT, TRANSMISSION AND FUEL FILTERS**

This bid was publicly advertised and ebusiness documents were distributed. Ten firms accepted the invitation and eight bids were received for air, oil, coolant, transmission and fuel filters utilized to maintain PRT's bus fleet over a two-year period. This solicitation was issued as a "Line Item" award.

Two of the low bidders did not meet the technical requirements and were deemed ineligible for award. In addition, two low bidders could not meet the deadline for submitting samples for technical evaluation as outlined in the bid documents and were determined to be non-responsive to the solicitation requirements.

**RECOMMENDATION:** That a contract be awarded to the low responsible bidders that submitted responsive bids as follows:

- Vehicle Maintenance Program Inc. (three items) in the estimated amount of \$199,877.00
- Cummins Inc. (13 items) in the estimated amount of \$920,738.90
- D&W Diesel, Inc. (one item) in the estimated amount of \$35,838.00
- Gillig, LLC. (one item) in the estimated amount of \$15,215.20
- Keystone Automotive Operations, Inc. (two items) In the estimate amount of \$70,600.00

This price represents a 26 percent increase over the previous contract prices for this product two years ago. Staff has determined the pricing to be fair and reasonable and consistent with the funds budgeted.

### **RESOLUTION**

**RESOLVED**, that recommendations as set forth in the report are accepted and that the chief executive officer or chief financial officer and/or controller be, and hereby are, authorized and directed to execute such documents on behalf of Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit as shall be required for the entry of proper contracts covering those items recommended for acceptance.

**Port Authority of Allegheny County  
Procurement Summary**

May 26, 2023

Item	Description	Number Of Bids	Lowest Responsive Bidder	Award Amount	2nd Bidder Amount	Annual Percentage Change to Previous Purchase
1	Office Supplies (State Schedule)	N/A	WB Mason	\$278,000.00	N/A	29% Increase
2	Coach Replacement Parts - Air Conditioning	1	Thermo King of Pittsburgh	\$903,325.00	N/A	N/A
3	LRV Wheel Flange Lubricator Sticks	4	Schunk Carbon Technology, LLC	\$174,800.00	\$175,000.00	0.11% Decrease
4	Coach Radiator Assemblies	1	Aftermarket Parts Compnay, LLC Cummins, Inc.	\$209,881.25	N/A	N/A
5	Air, Oil Coolant, Transmission and Fuel Filters	8	Keystone Automotive Operations, Inc. D&W Diesel, Inc. Gillig, LLC Vehicle Maintenance Program	\$1,242,269.10	N/A - Line Item Award	26% Increase

Total Purchases: \$2,808,275.35

## SUMMARY OF RESOLUTION

### Authorization to Adopt Collective Bargaining Agreement with the International Brotherhood of Electrical Workers, Local 29

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit's (PRT) Collective Bargaining Agreement (Agreement) with the International Brotherhood of Electrical Workers, Local 29 (IBEW), covering the terms and conditions of employment for certain PRT Customer Service, Benefits and other personnel, expired on April 30, 2023. Prior to expiration of Agreement, PRT engaged in good faith bargaining with IBEW.

Representatives of PRT and IBEW have agreed on proposed terms and conditions for an amendment to Agreement (Amended Agreement) to be effective May 1, 2023 through April 30, 2026. IBEW members have recently ratified the proposed terms and conditions of Amended Agreement.

This resolution would approve and ratify on behalf of PRT the proposed terms and conditions of Amended Agreement between PRT and IBEW effective May 1, 2023 through April 30, 2026, as set forth in the summary attached as Exhibit "A" to the resolution.

5/26/23  
M. Zmijanac

## RESOLUTION

**WHEREAS**, Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit's (PRT) Collective Bargaining Agreement (Agreement) with the International Brotherhood of Electrical Workers, Local 29 (IBEW), covering the terms and conditions of employment for certain PRT Customer Service, Benefits and other personnel expired on April 30, 2023; and

**WHEREAS**, prior to the expiration of Agreement, PRT engaged in good faith bargaining with IBEW; and

**WHEREAS**, PRT and IBEW representatives have agreed on proposed terms and conditions for an amendment to Agreement (Amended Agreement) to be effective May 1, 2023 through April 30, 2026 as set forth in the summary attached hereto as Exhibit "A" (Summary); and

**WHEREAS**, PRT's Board has been advised that IBEW's members have recently voted to accept the terms and conditions of proposed Amended Agreement as set forth in Summary; and

**WHEREAS**, the Board has reviewed the proposed terms and conditions of Amended Agreement as set forth in Summary and has received the affirmative recommendation of PRT management and labor counsel to approve Amended Agreement; and

**WHEREAS**, the Board desires to approve and ratify the proposed terms and conditions of Amended Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the proposed terms and conditions of Amended Agreement between PRT and IBEW covering the terms and conditions of employment for certain PRT Customer Service, Benefits and other personnel for the period May 1, 2023 through April 30, 2026, as set forth in the Summary be and hereby are ratified, confirmed and approved.

**RESOLVED FURTHER**, that the chief executive officer, chief legal officer and/or chief human resources officer be, and hereby are, authorized to make such changes in the precise language of the final written Amended Agreement as may be necessary in their opinion, and in the opinion of labor counsel, to clearly express and memorialize the complete intent and understanding of the parties.

**RESOLVED FURTHER**, that upon completion of the final written Amended Agreement, the chief executive officer, chief legal officer and/or chief human resources officer be, and hereby are, authorized and directed to execute Amended Agreement on behalf of PRT.

EXHIBIT "A"

May 3, 2023  
TENTATIVE AGREEMENT  
By and Between  
PORT AUTHORITY OF ALLEGHENY COUNTY  
and  
IBEW LOCAL 29

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit ("Port Authority" or "PRT") and IBEW Local 29 ("the Union") are parties to a collective bargaining agreement which expired, by its terms, on April 30, 2023. PRT and the Union (hereinafter collectively referred to as "the Parties") have reached a Tentative Agreement to extend and revise their collective bargaining agreement as set forth below. The bargaining committees appointed by the Parties have both agreed to recommend this Tentative Agreement for ratification. Upon ratification, the terms of this Agreement shall be integrated into the expired collective bargaining agreement to effectuate the Parties' intent. All changes are prospective from the ratification date of this Agreement unless otherwise expressly noted herein.

1. **Article III – Hours of Work, Overtime and Holidays** – Amend Section D to add Juneteenth as a contractual holiday.

2. **Article V – Working Conditions** – Amend Section H to provide as follows:

Employees whose permanent assignment as of July 1 of each contract year requires them to wear a uniform shall be permitted to purchase available uniforms up to a maximum value of \$425 per year. Employees whose permanent assignment as of July 1 of each contract year does not require them to wear a uniform shall be permitted to purchase approved clothing from a Port Authority designated vendor and bearing the applicable Port Authority or PRT company logo up to a maximum value of \$100 per year.

As of the ratification date of the Agreement, employees in the following job classifications and/or job groups are required to wear a uniform:

Transit Police Section

- Telecommunication Specialists

Customer Service Section

- Community Ambassador(s)

Service Center Section

(all)

However, the Parties specifically agree that Port Authority shall retain the unilateral and exclusive right to add or remove positions, classifications, or job

groups from the above designation of employees required to wear a uniform during the term of the Agreement upon written notice to the affected employees and the Union.

**3. Article VI – Wages** – The collective bargaining agreement shall be revised to reflect wage increases of four percent (4.0%) in Year 1, three percent (3.0%) in Year 2, and three percent (3.0%) in Year 3. Wages increases shall take effect within two (2) pay periods of the ratification date of the agreement. No retroactivity shall be paid.

**4. Article VII – Vacations – Leaves-of-Absence** – Amend Section K to provide as follows:

Employees shall be eligible to participate in Port Authority's non-represented bereavement leave policy, subject to the same terms and conditions as non-represented Port Authority employees. Any changes instituted in this program by the Authority during the life of this Agreement shall be applicable to the employees covered by this Agreement, in like manner and time as to other employees covered by this program.

**5. Article VII – Vacations – Leaves-of-Absence** – Add new Section N providing as follows:

Employees shall be eligible to participate in Port Authority's Paid Parental Leave Policy, subject to the same terms and conditions as non-represented Port Authority employees. Any changes instituted in this program by the Authority during the life of this Agreement shall be applicable to the employees covered by this Agreement, in like manner and time as to other employees covered by this program.

**6. Article IX – Employee Benefits** – Eliminate Section B.2 as antiquated and renumber the sections which follow accordingly. Amend prior Section B.3 to provide as follows:

Employees will be credited with sick leave days as follows:

<u>Date</u>	<u>Sick Days Credited</u>
First day of employment	5 Days
First Anniversary Date	6 Days
2nd Anniversary Date	7 Days
3rd Anniversary Date	8 Days
4th Anniversary Date	9 Days
Thereafter on Anniversary Date	10 Days

In implementing this revised sick day schedule, it is the intent of the Parties that employees hired prior to May 1, 2023 or the ratification date of this Agreement, whichever is later, will be awarded within ninety (90) calendar days of such date with such additional credited sick days as would place them in the position of having received the total number of sick days to which they would have been entitled on their last anniversary date, or first day of employment in the event an anniversary date has not yet been reached, had this revised sick day schedule been then in effective. For example, an employee who received six (6) credited sick days on his or her most recent anniversary date—being the third (3<sup>rd</sup>) anniversary—shall receive an additional two (2) days. Following this adjustment for previously hired employees, all employees shall earn credited sick days in accordance with the revised schedule above.

**7. Article IX – Employee Benefits - Add new Section I providing as follows:**

Employees shall be eligible to participate in Port Authority's Student Loan Repayment Assistance Program, subject to the same terms and conditions as non-represented Port Authority employees. Any changes instituted in this program by the Authority during the life of this Agreement shall be applicable to the employees covered by this Agreement, in like manner and time as to other employees covered by this program.

**8. Article XV – Period of Agreement – Revise to provide that the term of the agreement shall be three (3) years with effective dates of May 1, 2023 through April 30, 2026.**

**9. COVID Attendance Bonus – A one-time bonus payment shall be paid to each active employee on payroll as of the ratification date of this Agreement or to any employee who retired from May 1, 2023 through the ratification date of this Agreement in an amount equal to \$1.00 for every hour worked from March 1, 2020 through June 30, 2021, not to include any hours of paid or unpaid leave of any form. For employees in the classifications of Maintenance Clerks and Telecommunications Specialists, this bonus shall be capped at a maximum of Four Thousand Dollars (\$4,000). For all other classifications, the bonus shall be capped at a maximum of Two Thousand Four Hundred Dollars (\$2,400). The processing of this bonus payment will be completed within two (2) pay periods of the ratification date of the agreement, and the payment will be included in a regular pay run.**

**10. Miscellaneous – PRT intends to create a new job classification within the Transit Police Section to be a Telecommunication Specialist/Dispatcher – TAC Officer. Following PRT's development of the job description and qualifications for the position, PRT will be prepared to bargain the terms and conditions of employment to be applicable to the position.**

**11. Miscellaneous – PRT herein also provides notice of its intent to amend the Work Location Policy, pursuant to its retained managerial authority to so unilaterally amend the Policy as recognized in the Telecommuting MOU, to provide that IBEW-represented employees who transfer into positions otherwise eligible to telecommute under the Work**

Location Policy must serve a minimum sixty (60) working day qualification period in the position before eligibility to telecommute may begin. Although none are envisioned, PRT is prepared to discuss any impact issues the Union believes arise from this decision, and it agrees to meet and discuss with IBEW following the ratification date of the Agreement on matters concerning the Work Location Policy, as well as employee breaks, at reasonable times upon request of the Union.

In addition, after the ratification of the Agreement PRT will reinstitute the Call-Off Policy for the Customer Service Department which is attached hereto as "Appendix A." However, the Parties specifically agree that the development and implementation of the Call-Off Policy is a management right belonging to PRT, and that PRT may therefore amend or terminate the Call-Off Policy in its sole and exclusive discretion without any obligation to bargain such decision with IBEW. This decision shall be subject only to the obligation of PRT to meet and discuss such changes with IBEW. PRT's statement of its intention to reinstate the Call-Off Policy in this Tentative Agreement shall be non-precedent setting and shall in no way obligate PRT to negotiate this subject matter with IBEW in the future.

**12. Miscellaneous** – The Parties shall integrate the above terms into a comprehensive collective bargaining agreement for execution.

Port Authority of Allegheny County



Date:

5-4-23

IBEW Local 29



Date:

5-3-23

## SUMMARY OF RESOLUTION

### Authorization to Enter into an Agreement to Provide Executive Search, Outplacement and Coaching Services

#### **Description**

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) requires a pool of firms to provide executive search services, a pool of firms to provide outplacement services and a pool of firms to provide coaching services (Services). Services under the proposed agreement (Agreement) consist of providing (1) executive search services for identifying and recruiting key members; (2) outplacement services for executives and professional and/or middle management personnel employees who are affected by a reduction in staff; and (3) coaching services for professional and/or middle management personnel.

Agreement will be for a three-year period with the option to extend the term up to two additional years at the sole discretion of PRT.

#### **Evaluation Committee**

Consistent with PRT's Board-adopted Procurement Policy and Procedures for Competitive Negotiations for Professional and Technical Services, an Evaluation Committee (Committee) was assembled and convened to evaluate proposals and recommend the top-rated proposers to perform Services. Committee was comprised of five members and represented the Human Resources and Finance Divisions.

#### **Schedule**

Request for Proposals No. 22-09 (RFP) for Services was publicly advertised and an informational meeting was held on February 2, 2023. Three proposals were received for executive search services, one proposal was received for outplacement services and two proposals were received for coaching services on February 21, 2023 and were distributed to Committee.

#### **Evaluation Process**

Committee met to discuss and evaluate the proposals. As a result of the review of the proposals and the best and final offers provided at the request of Committee, the following firms were identified as the proposers with the highest rated proposals to perform the respective services:

#### **Executive Search Services:**

- 1) Krauthamer & Associates, LLC
- 2) Gomez Partners, Inc.

Outplacement Services:

- 1) Calfe & Associates

Coaching Services:

- 1) Calfe & Associates

A summation of the Committee for the three proposers is set forth below:

**Krauthamer & Associates, Inc. (Krauthamer)**

Krauthamer is an executive search firm with a diverse list of clients that spans both the public and private sectors, many within the transit industry, including PRT. The project work plan was thorough and demonstrated a clear understanding of PRT's scope of services. Krauthamer's project organization and management plan was well presented and expanded upon the team's individual experience records. The Project Manager is experienced, having placed more than 100 transit and public sector executives, including several positions within PRT. The proposed staff have a combined 75 years of recruiting experience and have worked together as a team to conduct over 4,500 searches, 1,000 of which were within the transit industry. Krauthamer's proposed costs were considered reasonable and consistent with market rates for the services provided. Krauthamer did not propose the use of a DB firm for any of the work.

**Calfe & Associates (Calfe)**

Calfe is a human resources consulting firm with significant experience in providing outplacement and coaching services to both private and public sector firms, including PRT. The project work plan was sufficiently detailed and showed a good understanding of PRT's scope of services. The plan clearly broke down their methodology and procedures for both the outplacement and coaching services, further showing their understanding of PRT's requirements. Calfe's organization and management plan proposed a well-qualified team with experience in both the outplacement and the coaching fields. The Project Manager is qualified with more than 30 years in the career management industry. Calfe's team is made up of experienced individuals, each with more than 30 years of experience relevant to their positions. Proposed costs were considered reasonable and in line with current market rates. Calfe did not propose the use of any subcontractors but is 100% DBE certified.

**Gomez Partners, Inc. (Gomez)**

Gomez is an executive search firm with a diverse list of clients that spans multiple industries, though not as much within the transit industry as Krauthamer, Gomez has a significant amount of experience in the field. The project work plan was considered good and showed an understanding of PRT's scope of services. Gomez proposed a project organization and management plan that was considered sufficient and presented a team that would be able to complete the services adequately. The Project Manager is well qualified with over 40 years of experience in the field. The proposed

staff was also well qualified. Proposed costs were considered in line with the market and were lower than Krauthamer's, though there were questions on the length of time to provide candidates which may add to the costs if it takes longer. Gomez did not propose the use of any subcontractors but is 100% DBE certified.

### **Negotiations**

The total not-to-exceed amount recommended for approval for Services is \$430,000 and is to be allocated on an as-needed basis through task specific work orders. The agreements will be for a three-year period with the option to extend the term of the agreements up to an additional two years at the sole discretion of PRT.

## RESOLUTION

**WHEREAS**, Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) requires a pool of firms to provide Executive Search, Outplacement and Coaching Services (Services); and

**WHEREAS**, in order to obtain a qualified firm to perform Services, Request for Proposals No. 22-09 (RFP) detailing the required scope of services was prepared and publicly advertised; and

**WHEREAS**, three proposals for Executive Search Services, one proposal for Outplacement Services, and two proposals for Coaching Services were received on February 21, 2023. The proposals were reviewed and evaluated by PRT's Evaluation Committee; and

**WHEREAS**, the proposals submitted by Krauthamer & Associates, Inc. and Gomez Partners, Inc., have been determined to be the highest-rated proposals for the performance of the Executive Search Services; and

**WHEREAS**, the proposal submitted by Calfe & Associates has been determined to be the highest-rated proposals for the performance of the Outplacement Services.

**WHEREAS**, the proposal submitted by Calfe & Associates has also been determined to be the highest-rated proposals for the performance of the Coaching Services.

**WHEREAS**, negotiations have been initiated and are progressing on proposed agreements to perform Services; and

**WHEREAS**, agreements for Services, in a total not-to-exceed amount of \$430,000, which would be allocated on an as-needed basis through task specific work orders, are recommended for approval.

**NOW, THEREFORE, BE IT RESOLVED** that the chief executive officer and/or chief human resources officer be, and hereby are, authorized to enter into an agreement with the firms listed above for the identified categories of Services, in a form approved by counsel, for a total not-to-exceed amount of \$430,000, to be allocated on an as-needed basis through task specific work orders, and for an initial three-year period with the option to extend the term of the agreements up to an additional two years at the sole discretion of PRT, and to also take all such other actions as may be necessary and proper to carry out the purpose and intent of this resolution.

## SUMMARY OF RESOLUTION

### Authorization to Award Construction Contract for the East Busway Pavement Restoration Project

Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) is seeking to complete the East Busway Pavement Restoration project (Project). This Resolution seeks authorization for PRT to enter into a contract for services related to Project.

Contract EB-23-04 (Contract) provides for the furnishing of all labor, material, equipment, tools, supervision, and incidental items necessary for the restoration of the Martin Luther King, Jr. East Busway, including but not limited to, asphalt milling and paving, concrete paving, concrete and drainage repairs, excavation, guiderail replacement, pavement markings and temporary traffic control during construction.

To perform the work for Contract, bid documents were prepared and publicly advertised by PRT. Two bids for Contract EB-23-04 were received and opened on May 4, 2023.

After review of the bids by PRT's staff and legal counsel, it has been determined that the bid of Lindy Paving, Inc., in the amount of \$7,668,130.00, for Contract is the lowest responsive bid from responsible bidders meeting PRT's requirements for Contract.

It is recommended that Contract be awarded to Lindy Paving, Inc., in the amount of \$7,668,130.00, subject to the contractor completing the pre-award requirements.

5/26/23  
M. Zmijanac

## RESOLUTION

**WHEREAS**, Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (PRT) is engaged in the design and construction of the East Busway Pavement Restoration project (Project); and

**WHEREAS**, the work for Project includes, but is not limited to, the furnishing of all labor, material, equipment, tools, supervision, and incidental items necessary for: asphalt milling and paving, concrete paving, concrete and drainage repairs, excavation, guiderail replacement, pavement markings and temporary traffic control during construction; and

**WHEREAS**, in order to perform Project, bid documents were prepared for Contract EB-23-04 (Contract) and publicly advertised; and

**WHEREAS**, two bids for Contract were received and opened on May 4, 2023; and

**WHEREAS**, the bid of Lindy Paving, Inc., in the amount of \$7,668,130.00, is the lowest responsive bid from a responsible bidder; and

**WHEREAS**, the respective bid of Lindy Paving, Inc., has been reviewed by PRT's staff and legal counsel, has been determined to be fair and reasonable, and is recommended for award of Contract.

**NOW, THEREFORE, BE IT RESOLVED**, that the chief executive officer, chief development officer, chief and/or deputy chief engineer, and/or director Capital Programs or their respective designee be, and hereby are, authorized to enter into agreement, in forms approved by counsel, with Lindy Paving, Inc., in the amount of \$7,668,130.00, for Project, subject to the contractor successfully completing the pre-award requirements, and to take all such other actions as may be necessary and proper to carry out the purpose and intent of this resolution.