

Bill No. **2235-05**

No. **55-05-OR**

AN ORDINANCE

An Ordinance of the County of Allegheny, Commonwealth of Pennsylvania, authorizing the County to enter into a purchasing Services Agreement with the City of Pittsburgh under the Pennsylvania Intergovernmental Cooperation Act for the purpose of jointly cooperating in the performance and exercise of certain governmental functions in the area of providing purchasing services.

Whereas, the General Local Government Code, 53 P.S. §2301 *et. seq.*, generally provides that two or more municipalities may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and

Whereas, the Act permits municipalities to enter into cooperation agreements to jointly carry out their respective governmental functions upon the passage of an ordinance; and

Whereas, the Administration feels that it would be beneficial to the County and the region to enter into a services agreement to provide purchasing services for the City of Pittsburgh and has agreed to discuss such an arrangement and would be willing to enter into such an agreement as long as that there is no negative economic, financial or operational effect upon the County as a result of the City and County entering into such an agreement; and

Whereas, the Administration has directed appropriate representatives of the Department of Administrative Services and the Department of Law to undertake discussions with appropriate representatives of the City towards negotiating such an agreement with the City; and

Whereas, the Administration believes that it has reached an understanding with the City that will be mutually beneficial and seeks authority under the Act to execute such an agreement.

The Council of Allegheny County hereby enacts as follows:

SECTION 1. Incorporation of the Preamble

The provisions set forth in the Preamble to this Ordinance are incorporated by reference in their entirety herein as findings of fact made by County Council.

SECTION 2. Cooperation Agreement Authorized

The County is hereby authorized to enter into a cooperation agreement with the City to jointly cooperate in the performance of governmental functions in the area of purchasing (the "Purchasing Services Agreement"). The Purchasing Services Agreement shall be in a form approved by the County Solicitor, the County Director of Administrative Services, shall be approved by the County Manager, and shall be attached hereto and marked as "Attachment A".

SECTION 3. Duration of Cooperation Agreement

The Purchasing Services Agreement shall continue until terminated by either the City or the County.

SECTION 4. Purpose and Objectives

The Purchasing Services Agreement shall be for the purposes and objectives set forth therein.

SECTION 5. Structure and Financing

The Purchasing Services Agreement shall be carried out by the appropriate departments of the City and County. Unless otherwise specified in the Purchasing Services Agreement, each party shall bear its own costs and expenses in carrying out the terms and conditions of the Purchasing Services Agreement.

SECTION 6. Real and Personal Property

All real and personal property shall be acquired, managed, licensed and disposed of in accordance with the terms of the Purchasing Services Agreement.

SECTION 7. Effective Date

This Ordinance shall enter into effect on the date of its enactment.

SECTION 8. Severability. *If any provision of this Ordinance shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Ordinance which shall be in full force and effect.*

SECTION 9. Repealer. *Any Resolution and Ordinance or part thereof conflicting with the provisions of this Ordinance is hereby repealed so far as the same affects this Resolution.*

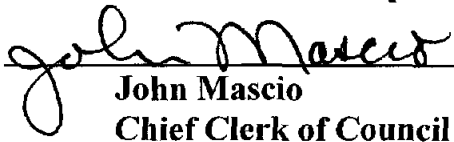
Enacted in Council, this 20th day of December, 2005.

Council Agenda No. 2235-05.



Rich Fitzgerald
President of Council

Attest:



John Mascio
Chief Clerk of Council

Chief Executive Office

 ~~DECEMBER 22~~ 2005.

Approved:

Dan Onorato
Chief Executive

Attest:



Donna Beltz
Executive's Secretary

SUMMARY OF LEGISLATION


The attached proposed ordinance would authorize the County to enter into a purchasing Services Agreement with the City of Pittsburgh under the Intergovernmental Cooperation Act, 53 Pa. St. Ann. § 481, et seq. The contemplated Services Agreement has been discussed between representatives of the County's Department of Law and Department of Administrative Services, on the one hand, and their City counterparts, on the other hand.

SUMMARY OF LEGISLATION

The attached proposed ordinance would authorize the County to enter into a purchasing Services Agreement with the City of Pittsburgh under the Intergovernmental Cooperation Act, 53 Pa. St. Ann. § 481, et seq. The contemplated Services Agreement has been discussed between representatives of the County's Department of Law and Department of Administrative Services, on the one hand, and their City counterparts, on the other hand.

MEMORANDUM
OFFICE OF THE COUNTY MANAGER

TO: John Mascio
Chief Clerk

FROM: James M. Flynn, Jr. 
County Manager

DATE: December 1, 2005

RE: Proposed Ordinance

Attached is an Ordinance authorizing the County to enter into a purchasing Services Agreement with the City of Pittsburgh under the Pennsylvania Intergovernmental Cooperation Act for the purpose of jointly cooperating in the performance and exercise of certain governmental functions in the area of providing purchasing services.

The Allegheny County Law Department has reviewed this legislation prior to submitting it to Council.

Please place this on the next agenda for County Council approval.

Thank you.

'05 DEC 1 AM 11:57

ALLEGHENY COUNTY COUNCIL

ALLEGHENY COUNTY COUNCIL

ATTACHMENT A

SERVICES AGREEMENT

MADE _____, 20__.

By and between

THE COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania, (hereinafter, the "County")

and

THE CITY OF PITTSBURGH, a home rule municipality under the laws of the Commonwealth of Pennsylvania, (hereinafter, the "City").

WITNESSETH:

WHEREAS, City desires that County provide purchasing services to City; and

WHEREAS, County agrees to provide purchasing services in accordance with its Home Rule Charter, Administrative Code, Purchasing Manual, and Construction Contract Procedures, as amended.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and intending to be legally bound hereby, City and County agree as follows:

1. **Preambles.** The forgoing preambles are incorporated herein.
2. **Term of Agreement.** This Agreement shall be effective from _____, 2005 through June 30, 2008. City and County shall commence discussions on contract agreement revisions and / or extensions no later than January 1, 2008. In the event that City and County are unable to agree on any such aforementioned revisions and / or extensions by June 30, 2008, County agrees to extend this Agreement for an additional six (6) months.
3. **Scope of Work.** County shall perform the services described in Exhibit "A" attached hereto and made a part hereof. Incorporated herein and made a part hereof is a listing of City Contracts, to be in effect as of the commencement of the Agreement, referred to as Exhibit "B".
4. **Payment.** City shall pay County an annual fee of \$165,000.00 for each year of the Agreement, said amount to be paid quarterly in equal installments.
5. **Insurance.** Each party recognizes that the other is self-insured.

6. **Assignment and Delegation.** Neither party shall have the right or power to assign or delegate any rights or duties under this Agreement without the written consent of the other.
7. **No Co-Partnership.** It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect, create or establish the relationship of co-partners between County and City.
8. **Notices.** All notices, reports and documents required or furnished pursuant to this Agreement shall be in writing and shall be mailed by first-class mail, postage prepaid, or sent by facsimile, confirmed by letter, addressed to each party as follows:

(a) As to County:
James M. Flynn, Jr., County Manager
119 Courthouse
436 Grant Street
Pittsburgh, PA 15219

Or to other such persons or places as County may from time to time designate in writing.

(b) As to City:
Director of the Department of General Services
City of Pittsburgh
526 City-County Building
414 Grant Street
Pittsburgh, PA 15219-2476

With a copy to:

City Solicitor
City of Pittsburgh Department of Law
313 City County Building
414 Grant Street
Pittsburgh, PA 15219

Or to such other persons or places as City may from time to time designate in writing.

9. **Worker's Compensation.** The parties hereby certify that they have accepted the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as their duties covered by the Agreement are concerned, and that they have insured their liability thereunder in accordance with the terms of said Acts or that they have duly filed a proper certificate of self-insurance with the Pennsylvania Department of Labor and

Industry. Both City and County recognize that the other party is self-insured for the purpose of the Workers' Compensation Act. .

10. **Compliance with Laws.** The parties shall fully obey and comply with all federal and state laws, statutes, ordinances, resolutions and administrative regulations, which are or shall become applicable to any duties performed under this Agreement, it being understood and agreed by the parties that County shall not enforce City legislation and / or requirements that may apply to City Contracts (as defined in Exhibit A).
11. **Anti-Discrimination.** All activities pursuant to this Agreement shall comply with all applicable, Federal, State and local laws regarding anti-discrimination.
12. **Pittsburgh Home Rule Charter.** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of City thereunder is limited to the sum of \$165,000.00.
13. **Purchasing Advisory Committee.** Immediately upon execution of this Agreement, the parties shall form a Purchasing Advisory Committee ("Committee"), which shall meet as determined by the Allegheny County Chief Purchasing Officer and the City Director of General Services. The Committee shall assist in implementation of this Agreement and address any ongoing or future matters, including but not limited to dispute resolution.
 - (a) County representatives to the Committee shall be County Chief Purchasing Officer and two (2) other persons designated by County Manager.
 - (b) City representatives to the Committee shall be City Director of General Services and two (2) other persons designated by the Mayor.
14. **Best Practices; Equal Treatment.** Upon assumption of the City's purchasing function, the County agrees to utilize best practices as set forth by the National Institute of Governmental Purchasing and to treat City and County procurement requests equally, regardless of their origin, historical or otherwise. In cases where a conflict may result because of reasons of scarcity, etc., the requests shall be resolved by allotting to the respective parties a proportionate share of their respective needs.
15. **Requirements for "City Contracts" and "City Construction Contracts".** The City of Pittsburgh Code of Ordinances at § 161.16, as amended, requires certain provisions regarding charter and liability limit, worker's compensation and occupational disease acts, human relations ordinances and compliance with laws. These requirements shall be part of all "City Contracts" and "City Construction Contracts", and shall be enforced by City personnel rather than County personnel.

16. **No Personal Liability.** No elected official, director, officer, agent or employee of City or County shall be charged personally or held contractually liable by or to City and /or County under any terms or provision of this Agreement or because of any breach thereof.
17. **Headings.** The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and they no way define, limit, or describe the scope or intent of any provisions of this Agreement nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
18. **Severability.** The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions shall remain in full force and effect.
19. **Further Assurances.** The parties covenant and agree to perform, execute and deliver, or cause to be performed, executed and delivered, any and all such further acts, instruments, and assurances as either party may reasonably require of the other party for the purposes of or in connections with perfecting the transactions contemplated herein.
20. **Amendment or Modification.** Except as noted herein, this Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, or extended except by a written amendment duly executed by the parties.
21. **Applicable Law.** This Agreement shall be deemed to have been made in and shall be construed according to the laws of the Commonwealth of Pennsylvania.
22. **Authorization.** This Agreement was authorized by County Manager on _____ on Executive Action Number _____ and by the Council of City of Pittsburgh by Resolution _____, effective _____.

On this _____ day of _____, 2005:

James M. Flynn, Jr.
Allegheny County Manager
(For County)

Timothy H. Johnson, Director
Department of Administrative Services

Approved as to Form
Michael Wojcik, County Solicitor

Approved as to Form
Allan J. Opsitnick, Assistant County Solicitor

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

ATTEST:

CITY OF PITTSBURGH

By:

Mayor

WITNESS:

By:

Director, Department of
General Services

EXAMINED BY:

Assistant City Solicitor

APPROVED AS TO FORM:

City Solicitor

COUNTERSIGNED:

City Controller

Exhibit A

Scope of Work

1) County Contracts

- a. Definition – County Contracts are defined as agreements for commodities or anything available for purchase, other than real property or solely services, or any procurement where both City and County intend to procure through the agreement or any County contract that exists in which City decides to utilize.
- b. For County Contracts, County shall provide purchasing services for City which shall encompass the following activities:
 - i) Preparing, advertising, soliciting, opening, tabulating and awarding invitations for bid and requests for proposal for County Contracts exceeding \$30,000.00;
 - ii) Preparing, soliciting and awarding inquiries / requests for quote for County Contracts between \$10,000.00 and \$30,000.00;
 - iii) Contract administration, to include the management of all necessary activities that must be taken, up to and including award of contract and execution of Articles of Agreement.

2) City Contracts

- a. Definition – City Contracts are defined as agreements strictly for City consumption / usage and are results of City provided specifications.
- b. The County Division of Purchasing and Supplies shall perform contracting functions previously performed by the City Purchasing Division for City Contracts. Where the County processes a City Contract in accordance with this Agreement, County shall be indemnified against any claims or loss resulting from City's conduct. City of Pittsburgh is a separate political subdivision and shall, by virtue of this Agreement, have County perform all tasks associated with the purchasing function exclusive of City legislation and City Home Rule Charter. City contracts shall be generated on City letterhead.
- c. For City Contracts, County shall provide purchasing services for City which shall encompass the following activities:
 - i) Advertising, soliciting, opening and tabulating invitations for bid and requests for proposal, preparing award documents and corresponding with awardees for signatures on award documents for City Contracts exceeding \$30,000.00;

- ii) Soliciting inquiries / requests for quote, preparing award documents and corresponding with awardees regarding award documents for City Contracts between \$10,000.00 and \$30,000.00;
- iii) Contract administration, to include the management of all necessary activities that must be taken, up to and including execution of Articles of Agreement.
- iv) Obtain all bid and performance bonds, payable to City. Obtain insurance certificates naming City.
- v) Engage in the following Pre-Bid activities, where applicable:
 - (1) Review City Contracts for proprietary specifications;
 - (2) Update City requirements as needed;
 - (3) Research applicable vendor base;
 - (4) Coordinate common purchases, as able;
 - (5) Conduct RFI/RFQ meetings;
 - (6) Conduct pre-bid meetings;
 - (7) Respond to pre-bid inquiries from City user departments and prospective vendors;
 - (8) Develop bid specifications; and
 - (9) Advertise
- vi) Engage in the following Post –Bid activities, where applicable:
 - (1) Review and Tabulate bids or proposals;
 - (2) Notify City Law Department of any known or potential legal issues;
 - (3) Share tabulation results with City user department;
 - (4) Receive and review recommendations from City user departments;
 - (5) Prepare contract for execution;
 - (6) Obtain vendor execution;
 - (7) Deliver to City for execution;

- (8) Respond to inquiries, including, but not limited to, bid protests, right to know requests and audit requests.

d. City shall:

- i) Provide to County the required specifications, timeframes and necessary forms regarding a specific City Contract.
- ii) Review tabulations as provided by County and respond with award recommendations on City letterhead.
- iii) Designate an individual who shall sign and execute each City Contract.

3) City Construction Contracts

- a. Definition – City Construction contracts are defined as agreements designed principally for City for the process of building, altering, repairing, improving, or demolishing any public structure or building, or any other public improvement of any kind to real property.
- b. All City Construction contracts (bid and performance bonds) shall be payable to City. All insurance certificates shall name City as an “Additional insured”.
- c. City, primarily through its Department of Public Works, shall cooperate with County, primarily through its Department of Public Works, to implement City Construction Contracts and Capital projects. Said cooperation shall include, but not be limited to, the following items:
 - i) Meeting to provide a comprehensive listing of construction/ capital projects to be administered by County for the upcoming year. This listing should provide specific information to permit proper advertising, as well as anticipated bid letting dates and estimated project costs;
 - ii) Providing County with sufficient notice to permit coordination of subject projects into County schedule, to avoid conflicts;
 - iii) Providing authority to advertise and forwarding applicable legislation;
 - iv) Acknowledgement that County shall schedule and facilitate Pre-Bid meetings and use City Controller, where appropriate, in bid submission, opening and tabulation process;
 - v) Providing funding, as necessary, for advertising and bid packet preparation costs;

- vi) Provide to County the required specifications, timeframes and necessary forms regarding a specific Construction Contract.
- vii) Review tabulations as provided by County and respond with award recommendations on City letterhead.
- viii) Designate an individual who shall sign and execute each Construction Contract.
- d. Construction contracting shall be in accordance with the Allegheny County Construction Contract Procedures as approved by the County Chief Purchasing Officer. The Allegheny County Construction Contract Procedures are incorporated herein and made a part thereof.
- 4) Notice of Conflicts/Disputes: Where conflicts, disputes or other issues of legal or administrative concern arise with a City Contract, the County Division of Purchasing and Supplies shall notify the City.
- 5) County shall not provide the following services at this time, without further agreement:
 - a. Managing City's vehicle fleet;
 - b. Processing requisitions and purchase orders;
 - c. Processing invoices.
- 6) For Sections 1,2 and 3 above, City is responsible for and shall:
 - a. Provide initial specifications to County and assist in finalizing invitations for bid and requests for proposal in order for County to solicit bids and proposals (i.e., so as to facilitate development of bid-ready documents);
 - b. Attach and submit a completed cover sheet / form, to be mutually agreed upon by County and City, with each specification submitted to County to be referred to as "Specification Authorization form";
 - c. Promptly respond to County questions and request for information regarding, but not limited to:
 - i) Specifications;
 - ii) City solicitations; and
 - iii) City contracts.

- d. Provide its best usage estimates for specific procurements. This may include reports produced from City's Enterprise Resource Planning ("ERP") system to show City historical spending on a particular contract or contracts, commodities, or items as well as by City department or supplier.
- e. Be responsible for and manage all acceptance, receipt, warranty and payment issues for items delivered to City.
- f. Provide the necessary hardware, software and training for County to access and inquire on City's current ERP system. County shall have inquiry ability only into the ERP. The access shall be through two computers in County Division of Purchasing and Supplies, Room 206 of County Courthouse.
- g. Follow a County-approved supplier complaint process. The complaint escalation process shall include:
 - i) City shall attempt to resolve a delivery or service complaint directly with the supplier. If the complaint is not resolved;
 - ii) City shall notify the supplier, in writing, of the complaint and copy County Division of Purchasing and Supplies on the letter. If the complaint is not resolved;
 - iii) City should submit a Using Department Complaint Report to County Division of Purchasing and Supplies. The Division of Purchasing and Supplies shall communicate with the supplier and copy the using City department on correspondence with the supplier. If the complaint is not resolved;
 - iv) City shall work with County Division of Purchasing and Supplies, City Law Department and County Law Department to resolve the complaint, as necessary.
- 7) The purchasing services to be performed by County for City shall be performed by employees under the control and supervision of County Chief Purchasing Officer.
- 8) County shall use its existing purchasing procedures in providing the purchasing services to City in accordance with County Home Rule Charter, Administrative Code and Purchasing Manual as amended and professional standards adhered to by members of the National Institute of Governmental Purchasing as amended.
- 9) Solicitations shall be posted on County's web site and distributed through its central bid notification system.
- 10) Information regarding awards and letter agreements resulting from solicitations shall be posted on County web site.

- 11) Contemporaneously with the execution of this Agreement, County and City, and their respective Controllers, shall develop and implement mutually acceptable procedures for operation of the Agreement. These procedures shall be incorporated into this Agreement by reference.
- 12) All County contracts shall be contracts where deliveries are scheduled by placing orders with the contract awardee.
- 13) City's Director of General Services shall assign an individual to be the point-of-contact for issues relating to this Agreement.
- 14) Attached as Exhibit B is the list of known City contracts that are currently in effect.
- 15) For City contracts, there shall be four (4) original contract documents produced to be delivered by County to the following: Vendor, City Controller, City and County.
- 16) City and County shall provide the contact information for a single point of contact to be responsible for the coordination of this Agreement.
- 17) City shall be responsible for ensuring that City Contracts comply with any City of Pittsburgh requirements as evidenced by the final execution by the Mayor.

Exhibit B

Current City Contracts

List to be attached

**CITY CONTRACT LISTING
EXHIBIT B
SERVICES**

#	CONTRACT	SERVICE	COMPANY	EXPIRATION
1	B-001-04	WATERPROOFING & ROOFING REPAIR, ETC.	VAUGHN CONTRACTING	12/31/06
2	B-003-02	WATERPROOFING & ROOFING REPAIR, ETC. (CD AREAS)	VAUGHAN CONTRACTING, INC.	5/30/05
3	B-004-00-2	PRUNING & REMOVAL OF TREES, ETC.	TOM SIPES DEMOLITION	3/31/06
4	B-007-04	RENTAL: REFUSE COMPACTORS & CONTAINER SERVICE	WASTE MANAGEMENT OF PA.	12/31/06
5	B-008-05	GENERAL REHABILITATION/REPAIR/RENOVATION	PUGLIANO CONSTRUCTION	12/31/07
6	B-010-05	INSURANCE COVERAGES	JAMES L. SMITH INSURANCE AGENCY, INC.	4/30/06
7	B-011-04	FENCE REPAIR, MAINTENANCE & INSTALLATION	ALLEGHENY FENCE AND CONSTRUCTION CO., INC.	12/31/05
8	B-013-02	TOWEL SUPPLY SERVICE, LAUNDRY SERVICE, LINENS	CLEAN CARE	11/29/05
9	B-014-04-2	TRAFFIC SIGNAL INSTALLATION/REMOVAL (CD AREAS)	ALLEGHENY CITY ELECTRIC, INC.	12/31/05
10	B-015-04	DEMOLITION	NORALCO CORPORATION	3/31/06
11	B-017-05	RENOVATION/REPLACEMENT, CONCRETE SIDEWALKS	COSTA CONTRACTING, INC.	12/31/06
12	B-019-05	OVERHEAD DOOR REPAIRS, INSTALLATION, ETC.	ALLIED MATERIALS COMPANY	3/31/07
13	B-022-04-2	REPAIRS/FABRICATION/INSTALLATION OF EXHAUST SYSTEMS	MEINEKE CAR CARE	3/31/06
14	B-024-04-2	OVERHEAD DOOR REPAIRS, INSTALLATION, ETC. (CD AREAS)	OVERHEAD DOOR COMPANY	9/30/06
15	B-025-05	ELECTRICAL MAINTENANCE, ETC.	ALLEGHENY CITY ELECTRIC	12/31/07
16	B-027-05	MAINTENANCE/REPAIR: LIFEPAK UNITS, ETC.	MEDTRONIC PHYSIO-CONTROL CORP.	12/31/07
17	B-028	RENTAL: VEHICLES	(SVC. AGMT)(CONTACT PURCHASING FOR PRICES)	3/31/06
18	B-029-04	ELECTRIC OXYGEN CUTTING, WELDING & BRAZING WORK	LIBERTY WELDING COMPANY	12/31/05
19	B-030-05	MICROFILMING SERVICES	LIFE'S WORK OF WESTERN PENNSYLVANIA	6/30/06
20	B-033-04	MAILING SERVICES	C & C MAILING SERVICES	12/31/06
21	B-34-05	PLUMBING WORK	MERANTE PLUMBING	12/31/07
22	B-036-04	REPAIRING/REBUILDING/HALE AND WATEROUS PUMPS ON FIRE TRUCKS, ETC.	GLICK FIRE EQUIPMENT COMPANY, INC.	6/30/07
23	B-037-05	INSPECTION/MAINTENANCE OF FIRE PROTECTION SYSTEMS	PREFERRED FIRE PROTECTION, INC.	12/31/06
24	B-042-03	MUNICIPAL WASTE ROLL OFF CONTAINERS	ANTHONY PHILLIPS JR. HAULING CO., INC.	12/31/05
25	B-043-03-2	TRUCK RENTAL (CD AREAS)	J.B. SCIARRETTI TRUCKING, INC.	12/31/05
26	B-044-04	POLE-PAINTING SERVICES, ETC.	ALMEGA COMPANY, INC.	3/31/06
27	B-047-04-3	SALE & CONSIGNMENT OF VARIOUS TYPE: SURPLUS CONSTRUCTION MATERIAL	CONSTRUCTION JUNCTION, INC.	12/31/05
28	B-048-03-2	REPAIRS, HYDRAULIC CYLINDER RODS, JACKS, & PUMPS	INDUSTRIAL MACHINE WORKS	6/30/06
29	B-049-05-4	GLAZING SERVICES, ETC.	CULLY GLASS CORPORATION	6/30/06
30	B-051-05	INSTALLATION & REPAIRS: WINCHES, CRANES & OTHER TRUCK EQUIPMENT	FRANK DOERR TRUCK EQUIPMENT	12/31/07
31	B-053-05	INFIELD RECONSTRUCTION	SPORTS TURF SPECIALTIES	6/30/07
32	B-55-05	CONCESSIONAIRE: SCHENLEY PARK ICE RINK	LAZZARO'S	9/30/08

**CITY CONTRACT LISTING
EXHIBIT B
SERVICES**

#	CONTRACT	SERVICE	COMPANY	EXPIRATION
33	B-056-04	RENTAL: STAGES & RELATED ITEMS	EVENT SERVICES	6/30/06
34	B-058-04	HEATING, VENTILATING, REFRIGERATION & AIR COND. (CD AREAS)	D. POWELL, INC.	9/30/06
35	B-059-04	HEATING, VENTILATING, REFRIGERATION & AIR COND.	D. POWELL, INC.	12/31/05
36	B-076-03	LANDSCAPE & IRRIGATION MAINTENANCE, ETC.	EICHENLAUB, INC.	12/31/05
37	B-078-03	RENOVATE/REPLACE: BRICK ROADWAYS & CROSS-WALKS, ETC. (Central Business Dist.)	FRANK J. ZOTTOLA CONSTRUCTION, INC.	12/31/06
38	B-080-05	REPAIRING/REBUILDING DIESEL ENGINES, ETC.	ALLEGHENY FORD TRUCK SALES	6/30/08
39	B-082-05	HAZARDOUS MATERIALS CLEANUP/DRUM HANDLING	WEAVER TOWN ENVIRONMENTAL GROUP	6/30/07
40	B-085-02	PAINTING SERVICES	ALMEGA COMPANY, INC.	12/31/05
41	B-088-03-3	ASPHALT & CONCRETE MILLING (CD AREAS)	FRADICON CORPORATION	12/31/05
42	B-091-05	TRUCK MAINTENANCE/REPAIRS	JIM CRIVELLI CHEVROLET INC	12/31/07
43	B-092-05	SWEPPER/VEHICLE MAINTENANCE/REPAIR	A&H EQUIPMENT COMPANY	12/31/07
44	B-094-03	REPAIRS: REFUSE TRUCKS/PACKERS	FRANK DOERR TRUCK EQUIPMENT	6/30/06
45	B-097-04	DISPOSAL: MUNICIPAL SOLID WASTE	B.F.I. WAST SYSTEMS OF N.A., INC.	2/28/07
46	B-100-05	REMOTE ACCESS FIELD LIGHTING - CD AREAS ONLY	PLAYCHAK CONSTRUCTION COMPANY	12/31/07
47	B-102-05	REMOTE ACCESS FIELD LIGHTING - REGULAR	PLAYCHAK CONSTRUCTION COMPANY	12/31/07
48	B-103-05-2	PLUMBING SERVICES (CD AREAS)	BRYAN MECHANICAL (Division of SSM Industries, Inc.)	12/31/06
49	B-104-03	ELECTRICAL MAINTENANCE, ETC. (CD AREAS)	ALLEGHENY CITY ELECTRIC	12/31/05
50	B-105-05	SALE: SURPLUS METAL MATERIALS (SCRAP)	PITTSBURGH RECYCLING	3/31/06
51	B-106-03-2	PROCESSING: RECYCLABLE MATERIALS	UNIPAPER RECYCLING	3/31/06
52	B-107-03	SALE: RECYCLABLE PAPER	PITTSBURGH RECYCLING SERVICES	6/30/06
53	B-108-03	LEAF COMPOSTING SERVICES, ETC.	EMERY TREE SERVICE, INC.	3/31/08
54	B-109-04	REPAIRS TO HEAVY EQUIPMENT	E.H. GRIFFITH, INC.	12/31/05
55	B-110-04	REPAIR/RENOVATION OF BALLFIELDS - CD AREAS	RAYMOND C. SPROW d/b/a SPORTS TURF SPECIALTIES	12/31/07
56	B-111-05	FENCING INSTALLATION, REPAIRS, ETC. (CD AREAS)	ALLEGHENY FENCE CONST. CO., INC.	12/31/06
57	B-113-04	PAVERLAID HOT MIX PAVING, ETC. (CD AREAS)	RUSSELL STANDARD CORP.	12/31/06
58	B-115-04	REPAIR/RENOVATION-CONCRETE PAVEMENT, SLABS, ETC. (CD AREAS)	CILENTI CONSTRUCTION CO.	3/31/07
59	B-116-04	HANDICAP RAMP CONSTRUCTION (CD AREAS)	JOE PALMIERI CONSTRUCTION INC.	9/30/07
60	B-117-03-2	MAINT/REPAIR: STEPS STAIRWAYS & RELATED CITY PROPERTY, ETC. (CD AREAS)	CILENTI CONSTRUCTION CO.	12/31/06
61	B-118-04	BRIDGE MAINTENANCE & REPAIR SERVICES	MICHAEL FACCHIANO CONTRACTING, INC.	9/30/06
62	B-123-04	REPAIRS: BLOCKSTONE & BRICK PAVING (CD AREAS)	JCAB, INC.	3/31/06
63	B-126-04	RODENT BAITING VACANT & DEMOLISHED PROPERTIES, SEWERS	RENTOKIL, INC. - PEST CONTROL SERVICES	9/30/06
64	B-127-05	RENOVATE/REPLACE: CONCRETE SIDEWALKS AND VARIOUS CONCRETE WORK - (CD)	MICHAEL FACCHIANO CONTRACTING, INC.	12/31/06

**CITY CONTRACT LISTING
EXHIBIT B
SERVICES**

#	CONTRACT	SERVICE	COMPANY	EXPIRATION
65	B-129-04	UNIFORM & LAUNDRY SERVICES, ETC.	UNIFIRST CORPORATION	3/31/07
66	B-134-04	MAINT: ASPHALT PAVEMENTS (CD AREAS)	MATCON DIAMOND, INC.	3/31/06
67	B-136-05	RENTAL OF HEAVY AND SMALL EQUIPMENT	NATIONSRENT USA, INCORPORATED	12/31/06
68	B-137-04	REPAIRS, ETC. TO BEST ACCESS LOCKING AND SECURITY SYSTEMS	STANLEY SECURITY SOLUTIONS INC	9/30/05
69	B-139-04	SERVICE, REPAIR, TESTING OF SCBA EQUIPMENT	DRAEGER SAFETY, INC.	3/31/06
70	B-141-04	COIN-OPERATED VENDING MACHINE SERVICES	COMPLETE VENDING SERVICE, INC.	3/31/07
71	B-145-04	STENOTYPE REPORTER SERVICES	HESS & SMITH	9/30/07
72	B-154-04	SECURITY SYSTEM INSTALLATION/MONITORING	TBE, INC. DBA SONITROL SECURITY SYSTEMS	12/31/08
73	B-156-05-2	MASONRY CLEANING & REPAIR, ETC. & GRAFFITI REMOV. (CD AREAS)	MARIANI & RICHARDS COMPANY	3/31/07
74	B-157-03	REPAIRS: PETROLEUM EQUIPMENT, ETC.	LUBE SYSTEMS CO.	12/31/05
75	B-160-06	BUCKET TRUCK: RENT TO OWN		
76	B-161-03	TOWING SERVICES	McGANN & CHESTER	12/31/05
77	B-164-05	REPAIRS TO GENERATOR, ALTERNATORS, STARTERS, ETC.	GOELLER GENERATOR	12/31/07
78	B-166-03	REPAIRS: ALLISON TRANSMISSIONS	JATS TRANSMISSION, INC.	9/30/06
79	B-169-05	CLEANING: VARIOUS CITY FACILITIES	GOODWILL INDUSTRIES	12/31/06
80	B-170-04	WASHING: REFUSE TRUCKS	WHITEY'S MOBILE WASH	3/31/06
81	B-171-05	CLEANING OF PUBLIC WORKS ENVIRONMENTAL SERVICES DIVISION	SERVICEMASTER CLEANING BY THE KELLY'S	12/31/06
82	B-172-02	STREET LIGHTING SERVICES (CD AREAS)	DUQUESNE LIGHT	3/31/07
83	B-173-05	REPAIRS: RADIOS & RADIO EQUIPMENT, ETC.	STALEY COMMUNICATIONS, INC.	12/31/07
84	B-175-04	EXTERIOR RENOVATION/GROUNDSKEEPING (CD AREAS)	TONY PAMPENA CORP.	9/30/06
85	B-176-05	ASBESTOS & HAZARDOUS MATERIAL REMOVAL	AIR TECHNOLOGY, INC.	12/31/06
86	B-177-05	CLEANING OF THE POLICE HEADQUARTERS FACILITY	SERVICEMASTER BY THE KELLY'S	12/31/06
87	B-178-04-2	CLEANING: SENIOR & RECREATION CENTERS, ETC.	SERVICEMASTER CLEANING BY THE KELLY'S	3/31/06
88	B-181-04-2	CLEAN, REPAIR, DECONTAMINATE: FIRE FIGHTERS PROTECTIVE GEAR	NATIONAL SAFETY CLEAN, INC.	3/31/07
89	B-182-04	CLEANING OF THE POLICE HEADQUARTERS FACILITY	SERVICEMASTER CLEANING BY THE KELLY'S	9/30/06
90	B-184-03	CLEANING: MUNICIPAL COURTS FACILITY	GOODWILL INDUSTRIES	9/30/05
91	B-185-03	BUS/VAN TRANSPORTATION	ACTION TRANSIT	6/30/06
92	B-186-04	OPERATIONAL TESTING FOR AERIAL LADDERS	AMERICAN TEST CENTER	6/30/06
93	B-188-05-2	GENERAL REHABILITATION/REPAIR/RENOVATION: (CD AREAS)	PUGLIANO CONSTRUCTION	12/31/07
94	B-189-05	WASHING: CITY VEHICLES	SUPERSONIC CAR WASH ENT., INC.	6/30/06
95	B-190-05	ERRORS & OMISSIONS INSURANCE	JAMES L. SMITH INSURANCE AGENCY, INC.	6/30/06
96	B-192-05	CLEANING OF CITY-COUNTY BUILDING	GOODWILL INDUSTRIES	12/31/06

**CITY CONTRACT LISTING
EXHIBIT B
SERVICES**

#	CONTRACT	SERVICE	COMPANY	EXPIRATION
97	B-193-05	REPAIRS TO ONAN & GENERAC GENERATORS	PENN POWER SYSTEMS	3/31/06
98	B-198-04-2	PURCHASE,INSTALL/MAINTENANCE,TELEPHONE SYSTEM	DAGOSTINO ELECTRONIC SERVICES, INC.	3/31/07
99	B-200-03	OFFICE SYSTEMS, INSTALLATION,SVC. & REFURBISHMENT	FRANKLIN INTERIORS	9/30/06
100	B-205-05	MEETING/TESTING FACILITY RENTAL	DAVID L. LAWRENCE CONVENTION CENTER	6/30/06
101	B-207-05	REFINISHING/MAINTENANCE, ETC. WOODEN GYM FLOORS, ETC.	WOOD FLOOR DESIGNS	3/31/07
102	B-211-05	COIN PAY PHONE SERVICES (FURNISHING, INSTALLATION & MAINTENANCE OF)	VERIZON SERVICE CORP.	3/31/08
103	B-212-05	REFINISHING/MAINTENANCE/REPLACEMENT/INSTALLATION OF WOODEN GYM FLOORS, ET WOOD FLOOR DESIGNS	A. MERANTE CONTRACTING	3/31/07
104	B-215-04-2	MODULAR BLOCK WALL SYSTEM CONSTRUCTION, (CD AREAS)	COSTA CONTRACTING, INC.	12/31/06
105	B-216-02	HANDICAP RAMP CONSTRUCTION	COSTA CONTRACTING, INC.	9/30/05
106	B-217-02	MAINT/REPAIR: STEPS STAIRWAYS & RELATED CITY PROPERTY, ETC.	COSTA CONTRACTING, INC.	9/30/05
107	B-218-04	BRIDGE MAINTENANCE AND REPAIR SERVICES (NON-CD AREAS ONLY)	MICHAEL FACCHIANO CONTRACTING, INC.	9/30/06
108	B-225-04	ELECTRICAL CONTRACTING SERVICES		12/31/04
109	B-226-05	ENGINEERING, MANUFACTURE, AND ERECTION OF METAL BUILDINGS		9/30/06
110	B-234-01	PLUMBING WORK (MULTI-VENDOR)	EASTLEY, INC.	3/31/06
111	B-243-03	TRUCK RENTAL (NON-CD AREAS)	AUGUST TRANSPORT, INC.	12/31/05
112	B-246-04	MASONRY CLEANING AND GRAFFITI REMOVAL	MARIANI & RICHARDS COMPANY	3/31/06
113	B-270-05	REAL ESTATE APPRAISAL SERVICES	MARIANI AND KAUFMAN APPRAISAL SERVICES	3/31/06
114	B-274-04	REPAIR/REPLACEMENT OF SYNTHETIC PROTECTIVE PLAY SURFACES	TONY PAMPENA CORP.	3/31/06
115	B-275-02	LANDSCAPING SERVICES	MICHAEL FACCHIANO CONTRACTING, INC.	9/30/06
116	B-279-00	PRINTING SERVICES	OMNI ASSOCIATES	9/30/06
117	B-288-03	ASPHALT & CONCRETE MILLING (NON-CD AREAS)	FRADICON CORPORATION	12/31/05
118	B-303-06	TREE PLANTING SERVICES (CD AREAS)		
119	B-304-02	TREE PLANTING SERVICES	PENN LANDSCAPE & CEMENT WORK	9/30/06
120	B-312-04	ASPHALT STAMPING/PAVING, ETC.	RUSSELL STANDARD CORP.	3/31/06
121	B-314-02	CONCESSIONARIE SERVICES, CITY-COUNTY BUILDING	ALLEGHENY SANDWICH SHOPPE, INC.	10/31/06
122	B-319-03	COPIER MANAGEMENT SERVICES	VAN DYK BUSINESS SYSTEMS	3/31/06

CITY CONTRACT LISTING
EXHIBIT B
COMMODITIES

#	CONTRACT	COMMODITY	COMPANY	EXPIRATION
1	008-02/04	SPOT PURCHASE OF FUEL	PETROLEUM TRADERS CORP	6/30/06
2	015-05	DRUMMED AND BULK OIL, ETC.	ZAPPI OIL	6/30/06
3	018-05	EVIDENCE COLLECTION SUPPLIES, ACCESSORIES, ETC.	PA. POLICE SUPPLY	9/30/06
4	020-05	REPLACEMENT PARTS: STREET SWEEPERS	A & H EQUIPMENT COMPANY	6/30/06
5	25-04-2	EMS RESCUE GEAR		9/30/07
6	026-05	GENUINE RADIO EQUIP. REPLACEMENT PARTS, ACCESS.	HOLZBERG COMMUNICATIONS INC	12/31/06
7	028-05	FLOOR TILE, ETC.	CONTINENTAL FLOORING COMPANY	3/31/06
8	033-04	TROPHIES, PLAQUES, AWARDS, MEDALLIONS, ETC.	PITTSBURGH TROPHY CO., INC.	9/30/06
9	035-05	DOORS, ACCESSORIES, ETC.	THE A.G. MAURO COMPANY	3/31/06
10	036-05	GLASS	CULLY GLASS CORPORATION	3/31/06
11	038-05	FUEL PURCHASES FOR AUTHORIZED CITY VEHICLES AT SATELLITE	GUTTMAN OIL CO. - FUELMAN MIDATLANTIC DIVISION	6/30/08
12	040-05	OEM LOCKS, PARTS & ACCESSORIES: BEST LOOKING SYSTEM	BEST ACCESS SYSTEMS	12/31/06
13	049-05	STEAM CLEANING SOLUTION	CLEANING SYSTEMS, INC./DBA HOTSY EQUIPMENT	9/30/07
14	056-05	SCUBA SUPPLIES	SPLASH WATER SPORTS, INC.	3/31/07
15	060-04	SLAG, CINDERS, FLY ASH	LAFARGE NORTH AMERICA	12/31/05
16	066-05	PARTS: HEAVY EQUIPMENT, LANDSCAPING EQUIPMENT, SMALL EQUIPMENT	VERMEER SALES & SERVICE	12/31/05
17	70-05	GENUINE PARTS: TRAFFIC SIGNAL EQUIPMENT	LEWIS & GOETZ, INC.	3/31/06
18	074-05-2	FASTENERS, ETC.	SERVCO PRODUCTS	12/31/06
19	075-05	SYNTHETIC PROTECTIVE PLAY SURFACE I, ETC.	PLAYGROUND CONCEPTS OF WESTERN PA.	6/30/06
20	082-05	PAPER, ETC.	VAN DYK BUSINESS SYSTEMS	6/30/06
21	085-05	CONSTRUCTION MATERIALS & BUILDING SUPPLIES	COOPER TRADING, INC.	3/31/06
22	090-04	TOPSOIL	EMERY TREE SERVICE	12/31/06
23	093-05	ATHLETIC FIELD SOIL	FEDEROVCH LANDSCAPE SUPPLY	12/31/07
24	094-05-2	GENUINE EMERGENCY VEHICLE PARTS & ACCESSORIES	FRANK DOERR TRUCK EQUIPMENT	12/31/06
25	095-05	PARTS: SWEEPER BROOM REFILLS, MAIN BROOMS, ETC.	DANLINE INC	12/31/06
26	100-05	LANDSCAPING SUPPLIES, ETC.	ERNST CONSERVATION SEEDS	12/31/05
27	104-04	VEHICLE SAFETY EQUIPMENT	JACK LAFFERTY'S TRUCK PARTS	12/31/05
28	110-05	PARTS: SALT SPREADERS & PLOWS	A & H EQUIPMENT CO.	9/30/06
29	117-05	SIGN POSTS, SQUARE TUBE TYPE	J.O. HERBERT COMPANY	12/31/06
30	122-03	POLICE QUARTERMASTER	NORTH EASTERN UNIFORMS & EQUIPMENT	12/31/05

CITY CONTRACT LISTING
EXHIBIT B
COMMODITIES

#	CONTRACT	COMMODITY	COMPANY	EXPIRATION
31	123-03-2	EMS UNIFORMS	WORKAMERICA, INC.	12/31/05
32	125-04	HEAVY TRAFFIC CLAY BRICK PAVERS AND BRICK, ETC.	PITTSBURGH STRUCTURAL CLAY PRODUCTS, INC.	12/31/05
33	139-05	FIREFIGHTERS PROTECTIVE GEAR	PREMIERE SAFETY & SERVICE, INC.	6/30/06
34	133-04	HYDRAULIC HOSES & FITTINGS	JACK LAFFERTY'S TRUCK PARTS	6/30/06
35	155-05	AMMUNITION, ETC.	PENNSYLVANIA POLICE SUPPLY INCORPORATED	3/31/06
36	163-03	EMERGENCY MGMT. INFORMATION SOFTWARE, ETC.	ESSENTIAL INFORMATION SYSTEMS	9/30/06
37	166-05	BULK OFFICE SUPPLIES	OFFICEMAX	9/30/06
38	172-05	BASEBALL & SOFTBALL SUPPLIES, MATERIALS & EQUIPMENT, ETC.	J.P. SPORTS, INC.	12/31/05
39	185-05	WATER TREATMENT CHEMICALS	H.C. HARRINGTON CO., INC.	3/31/06
40	186-05	SWIMMING POOL TESTING SUPPLIES	RECREONICS, INC.	3/31/06
41	187-05	SWIMMING POOL SUPPLIES, ETC.	H.C. HARRINGTON CO., INC.	12/31/05
42	208-05	MEDICAL SUPPLIES HARDWARE EQUIPMENT, ETC.	TRI-ANIM HEALTH SERVICES INC	3/31/07
43	209-04	DISPOSABLE MEDICAL SUPPLIES	CENTRAL POLY CORP	3/31/06
44	214-03	MEDICAL GASES, ETC.	VINCES GAS & WELDING	6/30/06
45	220-04	PURCHASE OF RECYCLING CONTAINER	TOTER, INC.	6/30/06
46	221-04	EMPLOYEE UNIFORMS (ENVIRONMENTAL SERVICES)	N. EASTERN UNIFORMS & EQUIPMENT, INC.	6/30/07
47	222-04	EMPLOYEE UNIFORMS (BUILDING INSPECTION)	N. EASTERN UNIFORMS & EQUIPMENT, INC.	3/31/07
48	242-05	LIQUID CALCIUM CHLORIDE	TETRA TECHNOLOGIES	9/30/06
49	243-05	LAWN AND GARDEN TOOLS, (GAS/ELECTRIC)	J.V. CHUJKO	6/30/06
50	317-05	STAFF APPAREL		9/30/06
51	325-04	FOOD VOUCHERS/GIFT CERTIFICATES	GIANT EAGLE, INC.	6/30/05