

JAN 23 2017

4C



**AMENDMENT NO. 1 TO  
PROJECT AND LICENSE AGREEMENT**

Made this 19<sup>th</sup> day of JAN, 2016 2017

BETWEEN

THE CITY OF PITTSBURGH  
Hereinafter referred to as "City"

AND

MOUNT WASHINGTON COMMUNITY DEVELOPMENT CORPORATION  
Hereinafter referred to as "MWCDC"

WITNESSETH:

**WHEREAS**, pursuant to Resolution No. 323, effective June 2, 2014, the City and MWCDC entered into a Project and License Agreement dated November 14, 2014 (the "Agreement"), for construction of a trail above the South end of the Fort Pitt Tunnel (the "Project Work"), located in Emerald View Park ("EVP"); and

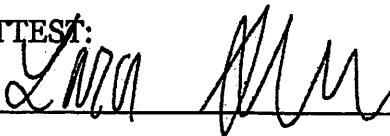
**WHEREAS**, MWCDC and PPC have entered into an Alliance Agreement dated June 1, 2016 whereby PPC will assume the role of MWCDC under its agreements with the City and other parties relating to EVP.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the parties hereto, intending to be legally bound hereby, agree to the following:

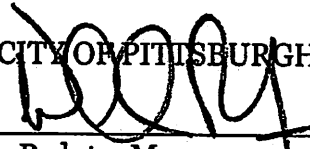
1. MWCDC and the City confirm their agreement that PPC shall assume MWCDC's obligations under the Agreement as of June 1, 2016, and that MWCDC's funding obligations under Section 2A of the Agreement were satisfied in full before such date.

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

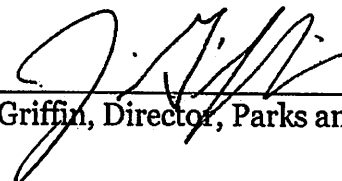
ATTEST:

  
\_\_\_\_\_

CITY OF PITTSBURGH

By:   
William Peduto, Mayor

  
\_\_\_\_\_

By:   
James Griffin, Director, Parks and Recreation

*Jonathan Friedman* By: *Michael Gable 12/28/16*  
Michael Gable, Director, Department of Public Works

ATTEST:

MOUNT WASHINGTON COMMUNITY  
DEVELOPMENT CORPORATION

*Michael Gable*

By: *Laura Guralnick*  
Laura Guralnick, Acting Executive Director

The Pittsburgh Parks Conservancy, by its duly authorized officers, hereby confirms its agreement to the foregoing as of the date first above written in accordance with the Alliance Agreement dated June 1, 2016 between Mount Washington Community Development Corporation and Pittsburgh Parks Conservancy.

ATTEST:

THE PITTSBURGH PARKS CONSERVANCY

*Beth Berkman*

By: *Mary M. Cheever*  
Mary M. Cheever, President & CEO

EXAMINED BY:

*Lumackle*  
Assistant City Solicitor

APPROVED AS TO FORM:

*[Signature]*  
City Solicitor



**Project and License Agreement**

Made this 14 day of November 2014

**BY AND BETWEEN**

**THE CITY OF PITTSBURGH, Department of Parks and Recreation**

**AND**

**MOUNT WASHINGTON COMMUNITY DEVELOPMENT CORPORATION**

**WITNESSETH:**

WHEREAS, pursuant to Resolution No. 658, effective November 3, 2006, the City of Pittsburgh ("the City") entered into a Cooperation Agreement (the "Cooperation Agreement") dated April 23, 2007, with the Mount Washington Community Development Corporation ("MWCDC") to establish an alliance to provide co-stewardship and planning assistance for Emerald View Park (the "Park"); and

WHEREAS, pursuant to Resolution No. 265 of 2012, effective 5/7/2012, the City of Pittsburgh was authorized to apply for a grant from the Commonwealth Department of Conservation and Natural Resources ("DCNR") and, if awarded, to enter into a Grant Agreement for the purposes of funding an engineering plan and trail construction for a trail above the South end of the Fort Pitt Tunnel in Emerald View Park (the "Project"); and

WHEREAS, the City received a grant award of One Hundred Thirty Three Thousand Dollars (\$133,000.00) for the Project, with a requirement that the City must, in turn, also provide an equal match to contribute towards the Project; and

WHEREAS, MWCDC has offered to assist the City with the Project by providing in-kind services, co-project management, and designated funding; and

WHEREAS, the parties wish to enter into a Project and License Agreement to define the role of the MWCDC in providing this assistance.

**NOW, THEREFORE**, in consideration of the mutual premises and intending to be legally bound hereby, the parties hereto agree as follows:

1. **INCORPORATION OF RECITALS:** The above recitals are incorporated herein by reference.

2. **SCOPE OF ASSISTANCE AND GRANT OF LICENSE:**

A. **SCOPE OF ASSISTANCE** Subject to all terms and conditions set forth below and within the attached exhibits, MWDCDC has agreed to provide in-kind and financial assistance for the Project. The City of Pittsburgh Department of Public Works ("DPW") shall act as Project Manager for the Project and will be engaging contractors for engineering/design work per standard City processes. MWDCDC shall also act as co-Project Manager, with full involvement in all stages of the project, attendance at meetings if desired, and review and approval of deliverables (subject to final approval by City). The proposed funding for the Project is currently slated to be as follows:

\$133,000 in DCNR Funding

\$100,000 in RAD funds have been budgeted by City  
(NOTE: such funds are not authorized for payment under this License and Project Agreement)

\$33,000 to be provided by MWDCDC, (\$5,167 in cash and \$27,833 in "In-Kind" services for Emerald Corp Trail time).

B. **GRANT OF LICENSE:** The City hereby grants to MWDCDC, its agents, contractors, and subcontractors, a license to go upon the Project Site described on Exhibit A (attached hereto and incorporated herein) to perform MWDCDC Project Work described on Exhibit B (attached hereto and incorporated herein.) As part of this license, MWDCDC is authorized to temporarily move and/or store its equipment, materials, storage shed, port-a-johns and trailers on the Project Site and to use them as lay down and/or staging areas to facilitate the Project. The City shall be permitted to grant other licenses for the Project Site during the term of this Project License Agreement (this "Agreement") so long as such other licenses are consistent with and do not interfere with the rights granted herein.

C. **MWDCDC WORK.** MWDCDC shall accomplish any MWDCDC Project Work authorized hereunder in accordance with the scope of work described on Exhibit A and in accordance with applicable laws. Any alteration in plans previously approved by City must be submitted in writing to DPW prior to such planned amendments. Final engineering plans and construction drawings, if applicable, are to be approved by the City prior to initiation of any MWDCDC Project Work. Any objections by the Director of Public Works shall be timely provided in writing and provide detail sufficient for the MWDCDC to respond to its concerns.

**D. PROJECT DETAILS.** The parties have agreed on the following with respect to the Project:

- 1.) All improvements (e.g. benches, street lighting, furniture) will be made in accordance with City's Regional Park standards.
  - 2.) MWCDC will notify the City in writing of its completed work. Upon receipt of such notification, the City will inspect the completed MWCDC Project work to ensure it was installed properly.
  - 3.) Upon completing its inspection and absent any objection thereto or after any outstanding punch list items have been corrected in compliance with City requirements, the City will forward to MWCDC its written approval of said work.
  - 4.) In the event of an objection, the City will provide a written statement of the objection(s). Within ten (10) days of receiving such statement, MWCDC will prepare a written plan as to how such objections will be cured.
  - 5.) MWCDC shall assign all warranties for MWCDC Project Work (as applicable and permissible) at the time of City acceptance of the Project. If a warranty is not assignable, MWCDC will cooperate with the City to ensure such warranty is honored.
  - 6.) If applicable, MWCDC shall provide a copy of any Contract Documents, Permits and Licenses, Construction Documents, Project Close Out Documents such as As-Built and Record Drawings, Warranties, Operation and Maintenance Manuals/Videos, to the City upon completion of Project in compact disk, in pdf format (drawings in PDF and AutoCAD or Revit format).
3. **TERM OF AGREEMENT:** The term of Agreement (the "Agreement") shall commence on the date first written above and shall last through the latter of the completion of the Project Work or December 31, 2016, unless terminated earlier as permitted in Paragraph 12 herein. After completion of the Project Work, the parties will enter into a separate agreement regarding any agreed-upon maintenance obligations of MWCDC, if any.
4. **RESERVED.**
5. **MONITORING AND EVALUATION; AUDITS:** All services provided under this Agreement shall be subject to monitoring and evaluation by the City or its authorized representatives. MWCDC shall supply the City with written reports on Project activity as the City may, from time to time, require. Authorized representatives of the City shall have access to the books and records maintained by MWCDC with respect to any services or materials provided to the City pursuant to this Agreement at all reasonable times and for all reasonable purposes. All books and records pertaining to

the Project shall be preserved by MWDC for a period of three (3) years after the termination of this Agreement. City shall provide at least 48-hours prior written notice to MWDC when seeking access to books and records as required herein.

6. **WORKER'S COMPENSATION:** MWDC hereby certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.
  
7. **COMPLIANCE WITH LAWS:** MWDC and any subcontractors hereunder shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are applicable to any work performed under this Agreement. MWDC and/or its subcontractors shall promptly notify the Department of any known vandalism or other illegal activities at the Site, which come to their attention.
  
8. **ANTI-DISCRIMINATION:** MWDC shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non job-related handicap, or sexual orientation. MWDC shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. MWDC shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. MWDC shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.
  
9. **INSURANCE:** MWDC shall maintain insurance in the amount specified in this Section and shall keep the CITY as an additional insured on such policy throughout the term of this Agreement in the amounts indicated below. MWDC shall also ensure that its prime contractor keeps the CITY as an additional insured for at least the same amounts. Attached hereto as Exhibit "C" and incorporated herein is a certificate of insurance duly executed by officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverages and specifically identifying CITY as an additional insured on all general liability policies, which insurance shall be non-cancellable, except upon thirty (30) days prior written notice to CITY:

	<u>Individual Occurrence</u>	<u>Aggregate</u>
General Liability		
Bodily injury, including death	\$ 500,000	\$1,000,000

Real & Personal Property damage     \$ 500,000             \$1,000,000

Worker's Compensation

Statutory Limits

All premiums shall be at the expense of MWCDC and, if applicable, its prime contractor. All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, MWCDC shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying the City as an additional insured, to be forwarded to the Director of the Department of Public Works.

**10. GOVERNING LAW:** This Agreement shall, in all respects, be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

**11. FUNDING RESPONSIBILITIES:** MWCDC will provide Five Thousand, One Hundred and Sixty Seven Dollars (\$5,167.00) to the City for the Project. Upon execution of this Agreement, MWCDC will submit a check made out to the "Treasurer, City of Pittsburgh in this amount. These revenue funds will be deposited into Code Account 4029400106.48601.00.

**12. AMENDMENT AND TERMINATION:** This Agreement contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by prior written amendment, duly executed by the parties. Either party may terminate this Agreement upon one hundred eighty (180) days prior written notice so long as such termination does not cause the City to violate the terms of its Grant Agreement with DCNR. In the event that MWCDC terminates this Agreement prior to the completion of the Project, MWCDC agrees to provide its promised contribution of funds set forth in Paragraph 11 of this Agreement and in-kind service to the City or seek funding/in-kind services from third parties for completion of the construction of the Trail Facilities. If funds/access to in-kind services are not available from MWCDC or third parties, MWCDC will provide City with written confirmation of the absence of available funding/in-kind services, and, to the extent that MWCDC commenced performance of in-kind Project work, it will leave the Project Site in a state that is deemed by the City to be safe and secure.

**13. PITTSBURGH HOME RULE CHARTER:** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter. The financial obligations of the City under this Agreement is zero (\$0) dollars; provided however, that such limitation shall not apply to a judgment issued by any court of competent jurisdiction in favor of MWCDC and against the City.

- 14. SECURITY:** MWDC shall ensure that there is appropriate security for any equipment, machinery and/or materials used for MWDC Project Work and agrees that the CITY shall not be liable for any damages to or loss of its property or property of its agents, contractors, or subcontractors for any reason, except where such damage or loss is the result of the negligence or willful actions of the City, its agents, contractors, or subcontractors. MWDC shall ensure that the public is put on notice of any dangerous conditions during MWDC Project work.
- 15. ASSIGNMENT; SUBCONTRACTING:** MWDC shall not assign or subcontract this Agreement without the written consent of CITY.
- 16. PROHIBITION AGAINST ENCUMBRANCES:** MWDC will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge which might become a lien, encumbrance or charge upon the Sites or any part thereof having any priority or preference over or ranking on a parity with the estate, rights and interest of CITY in the Sites or any part thereof.
- 17. WAIVER OF MECHANIC'S LIENS:** MWDC shall not cause or permit any work to be done upon or any materials or services furnished to any portion of the Sites in connection with the improvement, alteration or repair thereof, except under a contract or contracts which effectively waive to the fullest extent permitted by law any right to file a mechanic's lien or claim against the Sites or any part thereof.
- 18. ART COMMISSION APPROVAL:** MWDC must obtain the approval of the Art Commission for the Project Work, including signage, as may be applicable.
- 19. INDEMNITY:** MWDC hereby agrees to indemnify, save and hold harmless, and defend CITY, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and reasonable attorney's fees arising by reason of: the negligent acts or omissions of MWDC or of an agent, employee, licensee, contractor or subcontractor of MWDC, or anyone over which MWDC has reasonable control, during the performance by MWDC of any services under this Agreement; and any breach by MWDC of any of the terms conditions or provisions of this Agreement except where such damage or loss is solely the result of the negligence or willful actions of the City, its agents, contractors, or subcontractors.
- 20. RIGHT TO INSPECT; RIGHT TO TAKE EMERGENCY ACTION:** CITY shall have the right to enter the Project Sites at all times for the purposes of inspecting the same or determining whether MWDC and/or its subcontractors are complying with the terms and conditions hereof. CITY shall have the right (but not the duty) to



enter the Sites without the consent of MWDC at any time to correct any situation which, in the reasonable discretion of CITY, is deemed to be of an emergency nature.

**21. NON-OBLIGATION OF CITY TO REPAIR.** In the event of casualty to the Site, regardless of the amount of damage or destruction, CITY shall be under no obligation to MWDC to repair and/or replace the trail or any fixtures.

**22. NON-OBLIGATION OF CITY TO REPAY ANY PRIVATE MONIES OR GRANTS.** In the event that this Agreement is terminated by CITY as permitted hereunder or the proposed Cooperation Agreement for any reason, the CITY shall not be obligated to repay any private monies obtained by MWDC for the Project installation or other work relating thereto.

**23. AUTHORIZING RESOLUTION:** This Agreement is entered into by CITY pursuant to Resolution No. 323, effective June 2, 2014.

**24. SURVIVAL OF PROVISIONS:** It is the intent of the parties that the provision set forth in Paragraphs 7 (Compliance with Laws) and 19 (Indemnity) shall survive the expiration of the term of this Agreement

**25. RECLAMATION:** Upon termination of this Agreement as permitted herein, MWDC shall ensure that it/its agents, contractors and subcontractors restore, repair, replace, re-seed, or rebuild any Park areas disturbed by its Project Work to their visual and functional equivalent immediately prior to the work. Such reclamation shall be completed prior to the expiration of this Agreement and final approval is required from the Director of the Department of Public Works.

**-REMAINDER OF PAGE INTENTIONALLY BLANK-**

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

Witness:

City of Pittsburgh

Laurie Deiker  
Witness:

By: [Signature]  
William Peduto, Mayor

City of Pittsburgh  
Department of Parks and Recreation

[Signature]  
Witness:

By: [Signature] 10/1/14  
Director, Jim Griffin

City of Pittsburgh  
Department of Public Works

[Signature]  
Witness:

By: [Signature] 10/6/14  
Director, Michael Gable

MOUNT WASHINGTON COMMUNITY  
DEVELOPMENT CORPORATION

[Signature]  
Witness: Kathryn Hunnaker

By: [Signature]  
Title Executive Director

Examined by: [Signature]  
Deputy City Solicitor

Approved as to form by: [Signature]  
City Solicitor

Countersigned by: [Signature] 11-17-14  
City Controller 50882



**EXHIBIT A: PROJECT SITE DESCRIPTION**



CALL BEFORE YOU DIG!  
 PENNSYLVANIA STATE COLLEGE  
 PA 16802  
 800-488-7878  
 717-337-7000



NO.	DESCRIPTION	DATE	BY
1	PROJECT INITIATION	01/20/2024	J. PASHEK
2	PRELIMINARY DESIGN	02/15/2024	J. PASHEK
3	FINAL DESIGN	03/10/2024	J. PASHEK
4	CONSTRUCTION ADMINISTRATION	04/01/2024	J. PASHEK
5	CLOSEOUT	05/01/2024	J. PASHEK

**LEGEND**  
 Proposed Trail Path (as shown)  
 Existing Trail  
 Existing Road

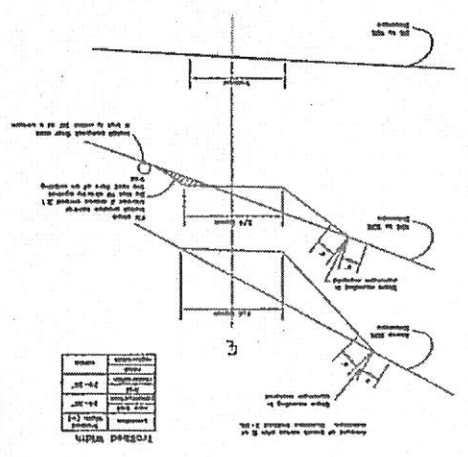
**DISCLAIMER NOTE**  
 This plan is prepared for the use of the client and is not to be used for any other purpose without the written consent of the engineer. The engineer assumes no responsibility for the accuracy or completeness of the information provided by the client. The engineer is not responsible for any errors or omissions in this plan or for any consequences arising from its use.

**Emerald View Fort Pitt Connector Trail - Woodland Trail Contract**  
 Allegheny County, Pennsylvania

**PASHEK ASSOCIATES**  
 1000 North Park Drive, Suite 100  
 Pittsburgh, PA 15212  
 412-681-1100  
 www.pashekassociates.com

SP1  
 0 10 20 30 40 50 60 70 80 90 100

Typical Trail Cross Sections



Clearing Limits

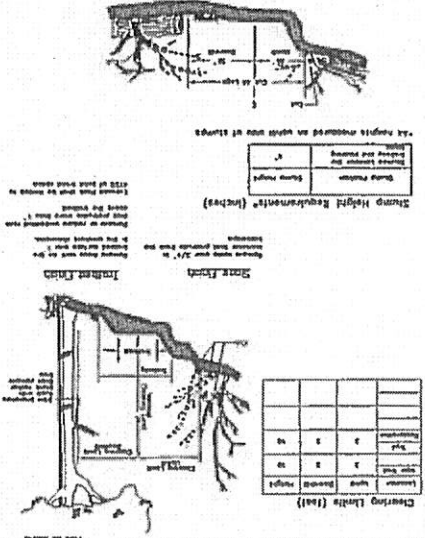
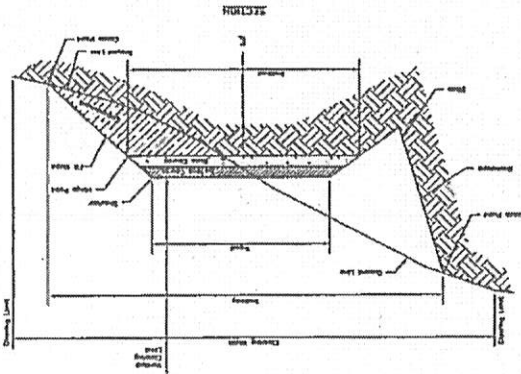
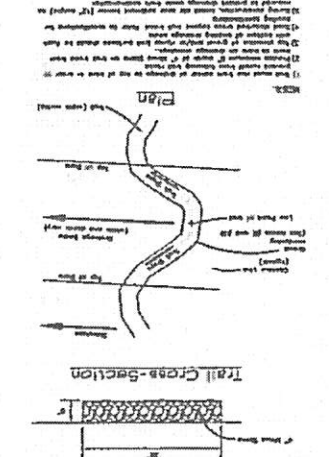


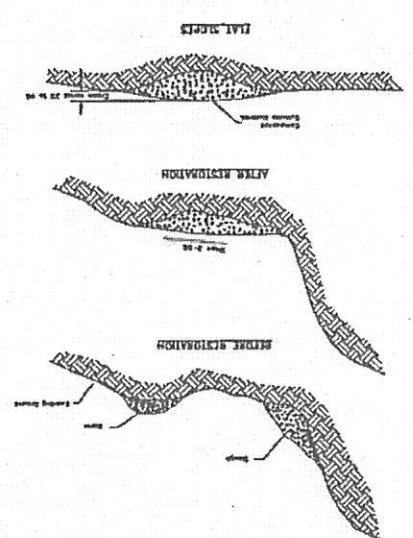
Illustration of Trail Structure Terms



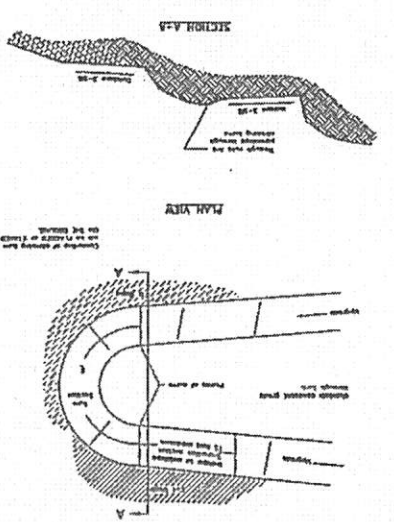
Armored Swales



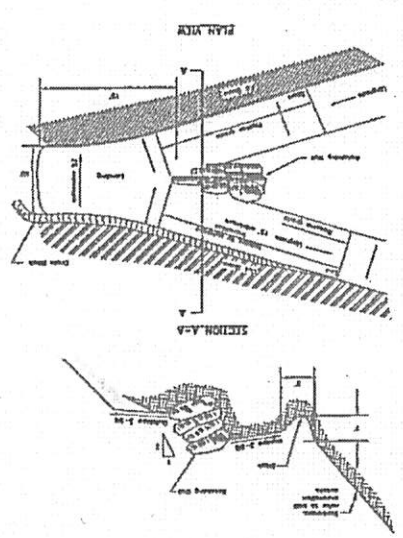
Existing Trail Restoration



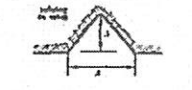
Outsloped Climbing Turn



Switchback - Type III



Leader Ditch



CDI

Project Name	
Contract No.	
Scale	
Date	

Emerald View Fort Pitt Connector Trail - Woodland Trail Contract  
Allegheny County, Pennsylvania  
Construction Details

PSH&K ASSOCIATES  
1000 17th Street, Suite 200  
Pittsburgh, PA 15222  
Tel: 412-261-1234  
Fax: 412-261-1235



**EXHIBIT B: SCOPE OF MWCDC WORK**

## **EXHIBIT B: SCOPE OF MWCDC WORK**

**Mount Washington Community Development Corporation will construct the woodland trail portion of the Fort Pitt Tunnel Connector Trail Project, in collaboration with the City of Pittsburgh Department of Public Works and based on the attached design prepared for the City by Pashek Associates. The City of Pittsburgh has possession of the original documents provided by Pashek.**

**The new trail will begin just west of the southern end of Shaler Street, cross east over Shaler Street, head towards the Fort Pitt Tunnel, and then pass above the tunnel entrance, connecting further to the east at the southern terminus of Sweetbriar Street, where an existing trail continues east to Hallock Street. Following the attached designs and construction details, the trail will be constructed primarily with hand tools and using low impact methods of sustainable trail development.**

**Additional project work (not being completed by the MWCDC) includes a roadside or sidewalk trail connection between woodland sections (along Sweetbriar Street), signage, and trailhead parking. Sidewalk construction, signage fabrication and installation, and parking lot construction will be constructed by a combination of contractors and City of Pittsburgh.**



**EXHIBIT C: INSURANCE CERTIFICATE(S)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wagner Agency, Inc. 5020 Centre Avenue Pittsburgh PA 15213-1898		<b>CONTACT NAME:</b> David Rasch <b>PHONE (A/C No. Ext):</b> (412) 681-2700 <b>FAX (A/C No.):</b> (412) 622-0488 <b>E-MAIL ADDRESS:</b> dgr@wagneragency.com	
<b>INSURED</b> Mt. Washington Community Development Corp. 301 Shiloh Street Pittsburgh PA 15211		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Millers Mutual Ins. Co. NAIC # 14575 <b>INSURER B:</b> Valley Forge Insurance Co. 20508 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2014-15 Liability Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDR SUBR INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Herbicide/Pesticide	X	BOP 0610169 15	3/5/2014	3/5/2015	EACH OCCURRENCE \$ 1,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50.00 MED EXP (Any one person) \$ 5.00 PERSONAL & ADV INJURY \$ 1,000.00 GENERAL AGGREGATE \$ 2,000.00 PRODUCTS - COMP/OP AGG \$ 2,000.00
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5086111382	4/5/2014	4/5/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000.00
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input type="checkbox"/> RETENTION \$					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 500.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional insured: City of Pittsburgh

**CERTIFICATE HOLDER**

City of Pittsburgh  
 301 City-County Building  
 414 Grant Street  
 Pittsburgh, PA 15219

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Lewandowski/DGR

*Michael J. Lewandowski*ACORD 25 (2010/05)  
INS025 (01/05/10)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/13/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida <b>PHONE (A/C, No, Ext):</b> 800-743-9130 <b>FAX (A/C, No):</b> 850-522-7514 <b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> ADP TotalSource FL XVI, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Mount Washington Community Development 301 Shoh Street, Pittsburgh, PA 15211	<b>INSURER A:</b> New Hampshire Ins Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 825081</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INS LTR	TYPE OF INSURANCE	ADOL (SUOR RBR) WFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe below DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WC 094189607 PA	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 All waste employees working for the above named client company, paid under ADP TOTAL SOURCE, INC's payroll are covered under the above stated policy

<b>CERTIFICATE HOLDER</b>  Mount Washington Community Development 301 Shoh Street Pittsburgh, PA 15211	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc of Florida</i>
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