

20

**GRANT AGREEMENT**

THIS GRANT AGREEMENT (the "Agreement"), effective this 18 day of July, 2017, is made by and between the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701, *et seq.*, located at 200 Ross Street, Pittsburgh, Pennsylvania 15219 (the "URA") and THE PITTSBURGH PARKS CONSERVANCY, a Pennsylvania non-profit corporation located at 45 S. 23<sup>rd</sup> Street, Suite 101, Pittsburgh, Pennsylvania 15203 ("Grantee"). Each of the foregoing may be referred to herein as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, Grantee has requested a grant from the URA and the URA has agreed to make a grant on the terms and conditions set forth herein; and

WHEREAS, the URA is authorized to make this grant pursuant to URA Board Resolution No. 174 of 2017.

**AGREEMENT**

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

1. **RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth at length herein.

2. **GRANT**

(a) **The Grant.** Subject to the terms and conditions and relying upon the representations and warranties hereinafter set forth, the URA agrees to make a grant to Grantee in the maximum amount of TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00) (the "Grant").

(b) **Use of the Grant.** The proceeds of the Grant (the "Proceeds") shall be used solely to pay for improvements and restoration work at the Allegheny Commons North Avenue Promenade in the City of Pittsburgh (the "Project"). The Proceeds shall be used solely in accordance with the Project budget, a copy of which is attached hereto as Exhibit "A."

3. **DISBURSEMENT OF FUNDS.**

(a) The Proceeds shall be disbursed by at closing and deposited into a pledged account at PNC Bank (the "Draw Account"), from which Draw Account Proceeds shall be drawn by Grantee only after submission of a payment request, which may be submitted no more than

once a month, to Rebecca Davidson-Wagner, or her designee, showing evidence of approved invoices for the Project.

(b) The URA shall not be obligated to advance the Grant funds, or to allow disbursement from the Draw Account, to the Grantee if the Grantee is in default under the terms of this Agreement.

(c) If at any time the URA believes in the reasonable exercise of its judgment that the proceeds of the Grant and the any other Project financing are insufficient to pay the remaining Project costs, the URA may suspend authorization of payments from the Draw Account until Grantee presents satisfactory evidence that it has sufficient funds on hand to pay any increased Project costs. In such event, the URA may require Grantee to deposit additional funds sufficient to complete the Project with the URA or in an escrow account.

(d) All funds must be drawn from the Draw Account no later than eighteen (18) months after execution of this Agreement. Any funds remaining in the Draw Account thereafter shall be immediately returned to the URA, and Grantee shall have no further interest in such funds.

#### 4. COVENANTS OF GRANTEE

Grantee represents that:

(a) It is a non-profit corporation duly formed, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania, has the power to enter into this Agreement, and all other agreements, documents and instruments contemplated hereunder and to perform its obligations hereunder and thereunder, and by all necessary action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement, and all other documents executed and delivered by Grantee in connection with the transactions contemplated hereby, constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms, except as may be limited by bankruptcy, reorganization or other laws affecting creditors' rights generally, and by general principles of equity.

(b) The execution and delivery of this Agreement, the performance by Grantee of its obligations hereunder, and the consummation of the transactions herein contemplated do not, and will not, conflict with, constitute a breach, or result in a violation of its organizational agreements or any agreement or other instrument to which it is a party or by which it is bound or any constitutional or statutory provision or order, rule, regulation, decree, or ordinance of any court, government, or governmental authority having jurisdiction over Grantee.

(c) Grantee will use the Grant funds solely for Project costs.

**5. AMERICANS WITH DISABILITIES ACT**

During the term of this Agreement, Grantee agrees as follows:

(a) Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. 35.101 *et seq.*, Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of executing this Agreement, Grantee agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth and URA through contracts.

(b) Grantee shall be responsible for, and agree to indemnify and hold harmless the URA from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the URA as a result of Grantee's failure to comply with the provisions of paragraph (a) above.

**6. CERTIFICATION REGARDING LOBBYING.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.

Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**7. DEBARMENT CERTIFICATION.**

(a) Grantee certifies that it and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government. Grantee will include this certification in all contracts and subcontracts funded by this Agreement in accordance with Subpart C of the OMB guidance in 2 CFR part 180, as supplemented by HUD regulations in 2 CFR 2424.10 through 2424.1165.

(b) Grantee further certifies, for itself and all its contractors and subcontractors, that as of the date of its execution of this Agreement, neither Grantee or any of its contractors, subcontractors or suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality or authority and, if Grantee cannot so certify, then it agrees to submit with this Agreement a written explanation of why such certification cannot be made.

(c) Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date hereof. Accordingly, Grantee shall have an obligation to inform the URA if, at any time during the term of this Agreement, it or any of its contractors or subcontractors are suspended or debarred by the Commonwealth, the federal government or any other state or governmental entity. Such notification shall be within 15 days of suspension or debarment.

(d) The failure of Grantee to notify the URA of its suspension or debarment by the federal government, the Commonwealth, any other state or governmental entity shall constitute an event of default under this Agreement.

**8. COMPLIANCE WITH LAWS**

(a) Grantee agrees to fully comply with all ordinances, regulations and laws of the municipal, state and federal governments with respect to all of its undertakings in performance of the Project, including, but not limited to, the Pennsylvania Trade Practices Act, 71 P.S. §§ 773.101 *et seq.*

(b) Grantee agrees to pay prevailing wages for all work done on the Project in compliance with the Pennsylvania Prevailing Wage Act, 43 P.S. §§ 165-1, *et seq.*

(c) Grantee shall comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. Subsection 3601-3619 (Public Law 90-284) and implementing regulations; Executive Order 11063 and regulations at 24 CFR Part 107; Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and regulations at 24 CFR Part 1; the Age Discrimination in Employment Act of 1975 (42 U.S.C. Subsection 6101-6107); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Subsection 794 and implementing regulations at 24 CFR Part 8; Executive Order 11246

and regulations at 41 CFR Chapter 60; and the requirements of Section 3 of the HCDA and regulations at 24 CFR Part 135.

(d) Steel Products Procurement Act. In the performance of the Project, Grantee and its contractors, subcontractors, materialmen, and suppliers shall use only steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel-making process. Steel products include not only cast iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery, except electrical), and 37 (transportation equipment), and made of, fabricated from, or containing, steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of P.L. 97-424 (96 Stat. 2136).

If unidentified steel products are purchased with funds pursuant to this Agreement, before any payment will be made, Grantee must provide documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, Contractor must maintain certification that satisfies the URA that Contractor has fully complied with this provision. The URA shall not provide for or make any payments to any person who has not complied with the Pennsylvania Steel Products Procurement Act, 73 P.S. §§ 1881, *et seq.* (the "SPPA"). Any such payments made to any person by the URA that should not have been made due to the SPPA shall be recoverable directly from the contractor, subcontractor, manufacturer, or supplier who did not comply with the SPPA. Grantee shall include the provisions of the SPPA in every contract, subcontract, and supply contract so that the provisions of the SPPA shall be binding upon each subcontractor and supplier.

#### 9. ACCESS, MONITORING, AND COMPLIANCE

Any representative of the URA or the City shall have access to the Project at all reasonable times during normal business hours. The URA may monitor Grantee's performance under this Agreement and take legal action, as appropriate, to enforce the terms of this Agreement.

#### 10. BOOKS AND RECORDS

Grantee agrees to keep and maintain books, accounts, reports, files, records and other documents relating directly to the receipt and disbursement of the Grant under this Agreement for a period of four years following completion of construction of the Project. Any duly authorized agent or representative of the URA, the City, or Comptroller General of the United States shall, at all reasonable times during normal business hours, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of Grantee for

three years following the completion of construction or the last disbursement of Grant funds, whichever is later.

**11. RELATIONSHIP OF PARTIES**

Grantee acknowledges that nothing contained in this Agreement, nor any act of the URA, or the City, shall be deemed or construed by Grantee or by third persons to create any relationship of third party beneficiary, or of principal and agent, or of limited or general partnership, or of joint venture or of any association or relationship involving the City or the URA.

**12. CONFLICT OF INTEREST**

No person (i) who is an employee, agent, consultant, officer or elected or appointed official of the unit of general local government in which the Project is located or of any public agency, authority, or neighborhood-based non-profit organization involved in the Project that received a grant and who exercises or has exercised any functions or responsibilities with respect to assisted activities or (ii) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves, or those with whom they have family or business ties, during their tenure or for one year thereafter. Exceptions may be granted to this prohibition under the Community Development Block Grant regulations at 24 CFR Subsection 570.611.

**13. LIMITATION OF LIABILITY**

Grantee acknowledges and agrees that neither the URA nor the City shall be liable to it or to any other party, for completion or failure to complete any activities which are a part of the Project.

**14. COMPLIANCE WITH LAWS**

(a) Grantee shall comply with all laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, boards, commissions and offices or any other body exercising functions similar to the foregoing insofar as they are applicable to the Project.

(b) Grantee acknowledges that its performance under this Agreement is subject to the following acts, orders and regulations in addition to any other acts, orders and regulations set forth herein and that this provision is not intended to limit Grantee's compliance with the requirements of subsection (b) above:

- i. National Environmental Policy Act of 1969 and the regulations at 24 C.F.R. Part 58

- ii. Section 104(f) of the Housing and Community Development Act of 1974 regarding environmental protection measures
- iii. Preservation of Historical and Archaeological Data, 16 U.S.C.A. 469
- iv. Protection and Enhancement of the Cultural Environment, Executive Order 11593
- v. Use of debarred, suspended or ineligible contractors as governed by the provisions of 24 C.F.R. Part 24.

15. INDEMNIFICATION AND INSURANCE

(a) Grantee agrees to indemnify, defend and save harmless the URA and the City, their officers, employees, agents, successors and assigns from any and all liabilities, claims, costs or expense whatsoever imposed on or incurred by or asserted against them by any third party by reason of any failure of Grantee to perform or comply with any of the covenants, agreements, terms or conditions of this Agreement on its part to be performed or complied with.

(b) In the event any action or proceeding is brought against the URA or the City by reason of any such claim, Grantee, upon written notice from the URA or the City shall, at the sole cost and expense of Grantee, defend any such action or proceeding with counsel chosen by the URA or the City, respectively.

(c) Grantee agrees to carry insurance, and shall require its contractors to carry insurance, insuring against bodily injury and property damage and naming the URA and the City as additional insured at liability coverage limits acceptable to the URA.

16. EVENTS OF DEFAULT

The occurrence of any of the following events shall, at the URA's option, constitute an Event of Default hereunder:

(a) Grantee fails to perform any covenant, provision, and/or agreement set forth in this Agreement and such failure continues for a period of 30 days after notice by the URA;

(b) Grantee assigns this Agreement or any of the advances or any interest herein, or if there is any change in the beneficial ownership of Grantee without the prior written consent of the URA;

(c) Any material adverse change in the financial condition of Grantee;

(d) Grantee does not complete the Project in substantial accordance with this Agreement, except for such changes as may be approved in writing by the URA;

(e) Grantee does not permit the URA or its representatives to enter upon the Project and make inspections at all reasonable times after reasonable notice as set forth herein; and/or

(f) Any statement, certificate, report, information, representation, or warranty made by Grantee proves false, erroneous, or misleading in any material respect.

#### **17. PERIOD TO CURE EVENTS OF DEFAULT**

Upon the occurrence of an Event of Default, the URA shall notify Grantee in writing of the Event of Default and Grantee shall have thirty (30) days in which to cure the Event of Default, or if the Event of Default cannot be cured within such period, Grantee shall commence such cure and shall have a commercially reasonable time to complete the cure so long as it pursues such cure diligently.

#### **18. REMEDIES**

(a) If one or more of the foregoing Events of Default occur, following the expiration of any applicable cure period, the URA may declare Grantee to be in default hereunder and the URA may exercise one or more of the following remedies:

i. The URA, at its option, may withhold further disbursements hereunder, and/or direct Grantee to repay on demand the Grant, or any portion thereof, as determined by the URA in its sole discretion, plus the URA's costs, fees, attorneys' fees, any penalty or interest which shall be determined, assessed or imposed on the URA and/or Grantee; and/or

ii. Exercise all rights and remedies available to the URA at law or equity, including, but not limited to, institution of legal proceedings or other proceedings in the name of Grantee or the URA as the URA may deem appropriate.

(b) The rights and remedies exercisable hereunder may be exercised cumulatively and successively and no delay or failure of the URA in the exercise of any right or remedy hereunder shall affect any such right or remedy, nor shall any single or partial exercise thereof preclude any further exercise thereof, and no action taken or omitted by the URA shall be deemed to be a waiver of any such right or remedy.

#### **19. WAIVER OF NOTICE**

Grantee hereby expressly waives any requirement for presentment, demand, protest, notice of protest or other notice of dishonor of any kind, other than the notice specifically provided for herein.



20. APPROVALS AND NOTICES

Any notice required or permitted to be given pursuant hereto, or in connection herewith, shall be in writing and shall be deemed to have been duly given on the earlier of (i) the date received, or (ii) two (2) business days after the date such notice is mailed by United States Registered or Certified Mail, Return Receipt Requested, to the URA and to Grantee at the following addresses:

To the URA:                   The Urban Redevelopment Authority of Pittsburgh  
200 Ross Street, 10th Floor  
Pittsburgh, PA 15219  
Attention: Director of Housing

To Grantee:                   The Pittsburgh Parks Conservancy  
45 S. 23<sup>rd</sup> Street, Suite 101  
Pittsburgh, PA 15203  
Attention: President & CEO

21. SURVIVAL OF REPRESENTATION, WARRANTIES, AND OBLIGATIONS

All representations and warranties contained herein shall survive the execution and delivery of this Agreement. All obligations of Grantee under this Agreement that have not been fully performed, paid and satisfied at the time of closing of the Loan shall survive said closing.

22. SUCCESSORS BOUND

This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns (except that Grantee shall have no right to assign, voluntarily or by operation of law, any of Grantee's rights hereunder without the URA's prior written consent, and provided further that nothing herein is intended by any party hereto to confer any rights upon any third party as a beneficiary hereof).

23. ASSIGNMENT

This Agreement shall not be assigned by Grantee except upon written agreement of the URA.

24. SEVERABILITY

If a provision of this Agreement is declared null and void, the remaining provisions of this Agreement shall remain in full force and effect.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law.

**26. CONSENT TO JURISDICTION**

Grantee hereby consents to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania, and/or the United States District Court for the Western District of Pennsylvania, in any and all actions or proceedings arising hereunder or pursuant hereto, and Grantee irrevocably agrees to service of process by personal service upon Grantee wherever Grantee may be then located, or by certified mail or registered mail, return receipt requested, directed to Grantee at its address stated herein.

**27. CONSTRUCTION AND AMENDMENT**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. This Agreement may not be changed, amended or terminated orally but only by an agreement in writing signed by the party against whom enforcement of any change, amendment or termination is sought. Notwithstanding the foregoing, This Agreement has been negotiated jointly by and between the Parties. The principle of contract interpretation that ambiguous language is construed against the drafter shall not apply to the interpretation of this Agreement. The headings used herein are for convenience only and do not constitute a substantive part of this Agreement.

**28. NONDISCRIMINATION**

Grantee agrees to abide by and use diligent efforts to require all contractors and subcontractors to fully abide by, all applicable laws and regulations regarding nondiscrimination, and to further refrain from discriminating, whether in employment, contracting or otherwise, on the basis of sexual orientation, gender identity, and/or gender expression.

**29. NO WAIVER**

No delay or failure of the URA in exercising any right, power, or privilege, nor any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege, shall preclude any further exercise thereof. Any waiver, permit, consent or approval of any kind or character on the part of the URA of any breach or default under this Agreement or any waiver of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

**30. COUNTERPARTS**

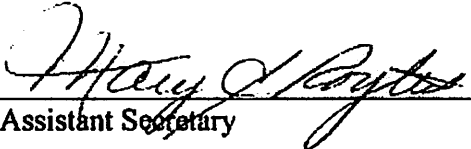
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

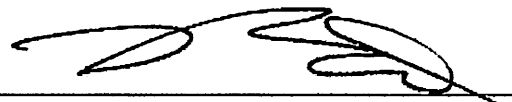
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Agreement, effective as of the date first written above.

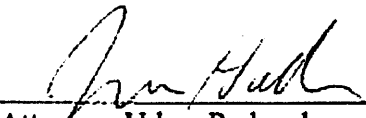
WITNESS/ATTEST:

URBAN REDEVELOPMENT AUTHORITY  
OF PITTSBURGH:

  
Assistant Secretary

By   
Robert Rubinstein  
Executive Director

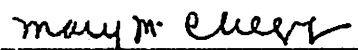
APPROVED AS TO LEGAL FORM:

  
Attorney, Urban Redevelopment Authority  
of Pittsburgh

WITNESS:

THE PITTSBURGH PARKS CONSERVANCY



By   
Name: Mary M. Cheever  
Title: President/ Chief Executive Officer



**Pittsburgh  
Parks  
Conservancy**

**PittsburghParks.org**  
45 South 23rd Street - Suite 101  
Pittsburgh, PA 15203-2120  
P: 412.682.7275 • F: 412.622.0160

   [Pittsburghparks.org](http://Pittsburghparks.org)

## **Exhibit A**



**Allegheny Commons North Avenue Promenade**

Allegheny Commons is highly used and valued for its contribution to quality of life. More than 7,000 people live within walking distance. Over the past decade, the Commons and its iconic Promenade has been restored along Cedar Avenue, with direct benefit to the East Ohio Street business district. Now underway is the continuation of that effort, turning the corner to North Avenue with reconstruction of the historic Northeast Fountain.

This momentum can be continued by making significant improvements to the Commons along North Avenue; this is a chance to extend park benefits to the Federal Street business district and Garden Theater block. Visitors to the City of Asylum, Children's Museum, Aviary, and other cultural institutions as well as Steelers and Pirates fans often pass through Allegheny Commons. The proposed improvements will positively impact all constituents by providing a visually coherent historic landscape that invites social and recreational use.

Beginning at/overlapping with the fountain construction phase, the proposed next phase of work will feature LED pedestrian lighting, provision of electrical power supply for events, as well as tree planting. Other sources of funding will be sought for walkway improvements and reclamation of the parkland encroachments at the Martin Luther King elementary school.

Community leadership and support for this project is very strong. Working in partnership with the Pittsburgh Parks Conservancy, the Northside Leadership Conference and the Allegheny Commons Initiative Steering Committee provide comprehensive representation of neighborhood organizations, institution, and businesses to generate community and economic value by restoring Allegheny Commons.

### Cost Estimates Work Sheet

Note: 2014 costs for the block from Federal to Arch used as the basis of unit costs; 10% escalation added as applicable

#### URA GRANT – SITE SCOPE

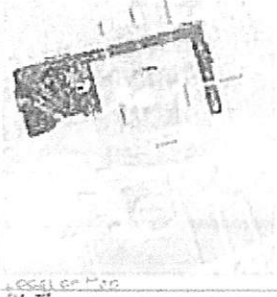
<u>Item</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total</u>	<u>With Escalation</u>
<b>Landscape and Misc.</b>				
Trees	\$1,000 EA	40	\$40,000	\$44,000
1 Year Tree Maintenance				\$2,000
Seeding				\$1,000
Perennials / Misc Planting				\$1,000
Sidewalk Patching				\$5,000
<b>Lighting and Utilities</b>				
Electrical service panel	\$20,000 EA	1	\$20,000	\$22,000
Junction boxes	\$4,500 EA	2	\$9,000	\$9,900
Ped lights	\$8,000 EA	11	\$88,000	<u>\$96,800</u>
<b>SUBTOTAL</b>				<b>\$181,700</b>
Contingency (approx. 10%)				\$18,000
Lighting Design, Elec. Engineering, Permitting				\$13,000
Project/Grant/Construction Management, Planting Design				<u>\$37,300</u>
			<b>TOTAL</b>	<b><u>\$250,000</u></b>

Primary URA Grant Project Area

Secondary URA Grant Project Area  
(supplemental plantings/lighting)

Reclamation Zone

Phase 4: North Promenade

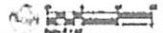


LEGEND	
Site Boundaries	---
Proposed Path	---
Proposed Plantings	○
Proposed Lighting	●
Proposed Seating	□
Proposed Benches	▣
Proposed Tables	▩
Proposed Fountains	⊙
Proposed Sculpture	⊛
Proposed Water Features	⊞
Proposed Stormwater Management	▨
Proposed Landscaping	▩
Proposed Plantings	○
Proposed Lighting	●
Proposed Seating	□
Proposed Benches	▣
Proposed Tables	▩
Proposed Fountains	⊙
Proposed Sculpture	⊛
Proposed Water Features	⊞
Proposed Stormwater Management	▨
Proposed Landscaping	▩
Proposed Plantings	○
Proposed Lighting	●
Proposed Seating	□
Proposed Benches	▣
Proposed Tables	▩
Proposed Fountains	⊙
Proposed Sculpture	⊛
Proposed Water Features	⊞
Proposed Stormwater Management	▨
Proposed Landscaping	▩

FABRICE ASSOCIATES

Allegheny Commons - Phase III and Fountain  
City of Pittsburgh, Allegheny County, Pennsylvania  
Overall Site Plan

LPI





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2017

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> Simpson & McCrady LLC 310-330 Grant Street Suite 1320 Pittsburgh PA 15219-2233	<b>CONTACT NAME:</b> Donna Sabesta <b>PHONE (A/C, No. Ext.):</b> (412) 261-2222 <b>FAX (A/C, No.):</b> (412) 261-3437 <b>E-MAIL ADDRESS:</b> donna@simpson-mccrady.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Pittsburgh Parks Conservancy 45 S. 23rd Street Suite 101 Pittsburgh PA 15203	<b>INSURER A:</b> Selective Way Ins. Co. NAIC # 26301
	<b>INSURER B:</b> BrickStreet Insurance
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 17/18 Master w/Crime      **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	ADBL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					82061724	3/1/2017	3/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse & Molestation \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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					82061724	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0					82061724	3/1/2017	3/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			N/A	WCH4010282	3/1/2017	3/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Employee Dishonesty/ Crime					82061724	3/1/2017	3/1/2018	\$250,000 Limit \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Urban Redevelopment Authority of Pittsburgh (URA) is named as additional insured as their interest may appear regarding the Allegheny Commons project.

<b>CERTIFICATE HOLDER</b>  The Urban Redevelopment Authority of Pittsburgh (URA)	<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.
	<b>AUTHORIZED REPRESENTATIVE</b>  Donna Sabesta/DONNA



cqureshi@pittsburghparks.org

Authenticated by pncsecureemail.com Valid Signature

**From:** rachel.winter@pnc.com  
**To:** CQureshi@pittsburghparks.org  
**Cc:** roma.seegers@pnc.com, elizabeth.satina@pnc.com, lisa.gargas@pnc.com, judith.gainer@pnc.com, Lisa.Samarin@pnc.com, rreed@pittsburghparks.org  
**Sent:** Jul 13, 2017 9:54:06 AM EDT  
**Subject:** PNC: New Account Confirmation - Pittsburgh Parks Conservancy \*Secure\*

Good Morning,

The account information & incoming payment instructions for the new account are listed below:

<b>Account Title:</b>	<b>Pittsburgh Parks Conservancy</b>
<b>Account Number:</b>	<b>1077696485</b>
<b>Bank Routing Number:</b>	<b>043000096 – Wire, ACH &amp; Checks</b>
<b>Bank Swift Code:</b>	<b>PNCCUS33 (required for international payments)</b>
<b>Bank Address:</b>	<b>PNC Bank, N.A. 249 Fifth Avenue Pittsburgh, PA 15222</b>

Thank you!

**Rachel Winter**  
Officer, Senior Sales Associate  
Treasury Management

The PNC Financial Services Group  
101 W. Washington Street (11-Y013-02-1)  
Indianapolis, Indiana 46255

P: 317-267-7054  
F: 855-546-1308  
[rachel.winter@pnc.com](mailto:rachel.winter@pnc.com)

800-869-1518 (TM Client Care)  
[TMCC@pnc.com](mailto:TMCC@pnc.com)

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