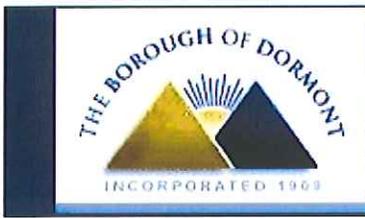


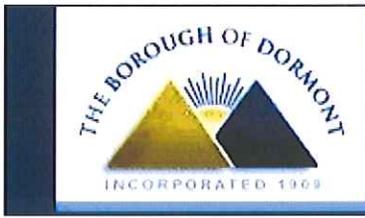
***REGULAR BUSINESS MEETING  
DORMONT BOROUGH COUNCIL  
JULY 7, 2014***

1. Executive Session 6:00PM
  - A. Personnel Matter – Fire Union Contract Extension
  - B. Personnel Matter – Disciplinary Issue
2. Call to Order
3. Pledge of Allegiance
4. Roll Call
5. Registered Comments from the Public
6. Comments from the Mayor
7. Council Committee Reports
8. Council President’s Report
9. Borough Manager’s Report
10. Consent Agenda
  - A. Motion to accept the written report of the Borough Solicitor.
  - B. Motion to accept the written reports of Borough Officials.
  - C. Motion to approve the Minutes of the June 2, 2014 Council Business Meeting.
  - D. Motion to approve the Warrant List for June, 2014.
  - E. Motion to remove Fire Apparatus Operator Jeff Stakich from probationary status and give him permanent status [Recommended by Police Chief Bisignani and Borough Manager Naftal].
  - F. Motion to approve Payment #4 and Final for Niando Construction, Inc. for the 2013 Road Project for \$2,157.54.
  - G. Motion to approve Payment #1 for Niando Construction, Inc. for the 2014 Road Project for \$99,440.95.
  - H. Motion to approve Payment #1 for Schaff Excavating Contractors, Inc. for the demolition of 1218 Dormont Avenue for \$19,300.
  - I. Motion to approve the hiring of Mr. Joe Garfold as a Laborer in the Parks Department effective June 16, 2014 with an annual starting salary of \$38,276.30.
  - J. Motion to approve Resolution No. 14-2014 authorizing submittal of the Flood Mitigation Program grant for the Athens Alley Stormwater Mitigation Project.



11. Action Items

- A. **Approval of Fire Union Contract Extension** – Motion to approve a four (4) year contract extension with the Fire Union as outlined in the Staff Report – Public Safety/Public Service Committee – Joan Hodson, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- B. **Award of Bid for McNeilly Avenue Curb and Sidewalk Repairs** – Motion to award the bid for McNeilly Avenue Curb and Sidewalk repairs to the lowest responsive and responsible bidder, Niando Construction, Inc. for a cost of \$18,995.20 as outlined in the staff report – Property, Supplies & Planning Committee – Valerie Martino, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- C. **Award of Bid for Multiple Alleys as Part of 2014 Road Project** – Motion to award the Base Bid and Alternates #1 and #2 for multiple alley resurfacings to the lowest responsive and responsible bidder, East Coast Paving & Seal Coating for a cost of \$261,312.21 – Property, Supplies & Planning Committee – Valerie Martino, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- D. **Approval of VFW Banner Program** – Motion to approve the VFW banner program as outlined in the staff report – Property, Supplies & Planning Committee – Valerie Martino, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- E. **Authorization to Modify Kronos Software** – Motion to authorize the Borough Manager to enter into an agreement with Kronos, Inc. to modify the payroll interface for use with new application software at a cost not to exceed \$2,520 as outlined in the staff report – Finance and Legal Committee – Onnie Costanzo, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- F. **Approval of Resolution No. 12-2014 Authorizing an Overhanging Awning** – Motion to approve Resolution No. 12-2014 authorizing the owner of 2885 West Liberty Avenue to place an awning overhanging the sidewalk on their façade - Public Safety/Public Service Committee – Joan Hodson, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- G. **Approval of Resolution No. 13-2014 Authorizing Overhanging Awnings** – Motion to approve Resolution No. 13-2014 authorizing the owner of 1451 and 1453 Potomac Avenue to place awnings overhanging the sidewalk on their façade - Public Safety/Public Service Committee – Joan Hodson, Chairperson
  - 1. Public Comment
  - 2. Council Discussion



- H. **Approval of Diversity Action Plan** – Motion to adopt a Diversity Action Plan to enhance the Borough’s ability to qualify for grant funding – Public Safety/Public Service Committee – Joan Hodson, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- I. **Approval of Entrance Sign Design** – Motion to authorize an entrance sign design for the corner of West Liberty Avenue and McFarland Road as outlined in the staff report – Property, Supplies & Planning Committee – Valerie Martino, Chairperson
  - 1. Public Comment
  - 2. Council Discussion
- J. **Approval of Purchase of Financial Performance Monitoring Software** – Motion to authorize the Borough Manager to enter into an agreement with Munetrix to purchase financial performance software at a cost of \$5,000 as outlined in the staff report – Finance and Legal Committee – Onnie Costanzo, Chairperson
  - 1. Public Comment
  - 2. Council Discussion

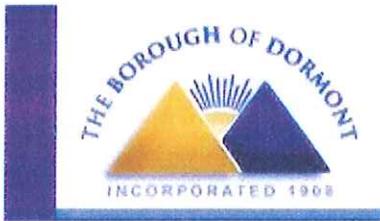
12. Discussion Items

- A. **CMU Parking Study** – Discussion of Traffic and Parking Planning Commission and Borough Manager recommendations – Borough Manager

13. Comments from the Public on Non-Agenda Items

14. Announcements

15. Adjournment



MEMORANDUM

**Date:** June 25, 2014

**To:** Jeff Naftal, Borough Manager 

**From:** Wayne R. McVicar, P.E., Borough Engineer

**Subject:** Engineer's Report – June 2014

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I. COUNCIL ACTION REQUESTED

- a. 2014 Alley Resurfacing Project  
Bids were received on June 19, 2014. Low bid was provided by East Coast Paving with a base bid of **\$125,126.08**. See my June 24, 2014 Recommendation of Award memo. Award is recommended to the lowest responsive and responsible bidder which is East Coast Paving.
  
- b. Reconstruction of Mervin Avenue & Resurfacing of Various Streets Project (\$538,324.87)  
Contractor: Niando Construction, Inc.  
Recommend approval of Payment No. 4 - Final, in the amount of **\$2,157.54** to Niando Construction, Inc., acceptance of the maintenance bond and release of the performance and maintenance bonds. See my June 17, 2014 Recommendation of Payment memo.
  
- c. Road Reconstruction/Resurfacing Project – 2014 (\$269,685.24)  
Contractor: Niando Construction, Inc.  
Recommend approval of Payment No. 1, in the amount of **\$99,440.95** to Niando Construction, Inc. See my June 19, 2014 Recommendation of Payment memo.
  
- d. McNeilly Avenue Concrete Curb & Sidewalk Replacement  
Contractor: Niando Construction, Inc.  
Recommend award to Niando Construction, Inc., in the amount of **\$18,995.20**. See my May 29, 2014 Recommendation of Award memo.

- e. **1218 Dormont Avenue – Building Demolition (\$19,300.00)**  
**Contractor: Schaff Excavating Contractors, Inc.**  
Recommend approval of Payment No. 1, in the amount of \$19,300.00 to Schaff Excavating Contractors, Inc. See my June 25, 2014 Recommendation of Payment memo.

2. **ENGINEERING IN PROGRESS**

- a. **Sewer Repair Contract - 2014**  
Based upon the results of the 2013 O&M CCTV contract, a listing of sewer repairs for 2014 will be generated for bidding.
- b. **Voelkel Avenue Sidewalk Drain Project**  
The design of the project is proceeding.

3. **CONSTRUCTION IN PROGRESS**

- a. **Road Reconstruction/Resurfacing Project – 2014 (\$269,685.24)**  
**Contractor: Niando Construction, Inc.**  
Construction at the pool parking lot is complete. Parking lot, including striping was completed on May 20, 2014.

Texas Avenue – Storm sewer, concrete curb and sidewalk work is complete. Contractor is providing time for the concrete to fully cure. Contractor is anticipated to return to complete the street reconstruction on or about July 15, 2014.

McNeilly Avenue - The resurfacing agreement has been forwarded to the City of Pittsburgh for the resurfacing of McNeilly Avenue from Midland Street to Pioneer Avenue. The City is waiting on our authorization to proceed. Said authorization is on hold pending completion of various utility upgrades. Columbia Gas' work is complete. People's Gas upgrades began on May 19, 2014. Pennsylvania American Water has replaced their mains from Annex Avenue to Belplain Avenue. Each utility will be responsible for final restoration of any sidewalk areas. As the street will be paved by the City, each utility has been advised that only temporary restoration of asphalt trenches will be required. Discussions are ongoing regards to an equitable compensation to the Borough for not having to do final paving.

- b. **Imprinted Crosswalk Project (\$48,040.00)**  
**Contractor: Laurel Asphalt, LLC.**  
Contracts are being processed. Notice to Proceed to be issued.
- a. **2014 Preventive Maintenance Contract (\$49,315.00)**  
**Contractor: Insight Pipe Contracting, LP**  
Proposal was approved at the June 2, 2014 council meeting. Notice to proceed to be issued.

- c. **1218 Dormont Avenue – Building Demolition (\$19,300.00)**  
**Contractor: Schaff Excavating Contractors, Inc.,**  
Demolition contractor has completed the demolition and site has been restored with topsoil, seed and mulch. Final payment is being recommended.
  
- d. **Masonry Repairs To Municipal Building (\$15,475.00)**  
**Contractor: Falcone Brothers Construction**  
The portion of the overall project contracted to Falcone Brothers has been completed. What remains is the installation of the handrails. Handrail contractor anticipates having the handrails up by July 7th.
  
- e. **Masonry Repairs To Gymnasium**  
**Contractor: Falcone Brothers Construction**  
The contractor has gone out of business and will not be proceeding with the masonry work. I am in the process of soliciting new quotes for the masonry work.
  
- f. **Masonry Repairs To Recreation Center**  
**Contractor: Falcone Brothers Construction**  
Contractor started construction on March 17, 2014. Three (3) of the lintels have been replaced. Since last month's report the contractor has gone out of business and will not be proceeding with the masonry work. I am in the process of soliciting new quotes for the masonry work.
  
- g. **Reconstruction of Mervin Avenue & Resurfacing of Various Streets Project (\$538,324.87)**  
**Contractor: Niando Construction, Inc.**  
Project is complete. All punch list items have been completed. The project will be closed out with final payment recommended above.
  
- h. **Pop Murray Field ADA Access (\$75,225.00)**  
**Contractor: Pampena Landscape & Construction, Inc.**  
Project is complete and closed out.



# BOROUGH OF DORMONT

**EXECUTIVE SESSION 6:00 PM**

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**REGULAR MEETING OF THE DORMONT BOROUGH COUNCIL  
HELD ON MONDAY, JUNE 2, 2014 7:00PM  
IN THE DORMONT MUNICIPAL CENTER COUNCIL CHAMBERS**

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Council President Bill McCartney called the Meeting of the Dormont Borough Council to order at 7:00PM

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

The following members of Council responded to roll call:

Onnie Costanzo, Jeff Fabus, Joan Hodson, Drew Lehman, Val Martino, Bill McCartney

Also present: Jeffrey Naftal, Manager  
John Rushford, Borough Solicitor  
Chief Mike Bisignani  
Mayor Phil Ross  
Erica Bosh, Jr. Council Member

**REGISTERED COMMENTS FROM THE PUBLIC**

Motion by Lehman, second by Fabus to approve the Proclamation Recognizing June 2, 2014 as Noah Zych Day in Dormont. Motion carried 6-0.

Mayor Ross read and presented Noah Zych his proclamation.

Melissa Shulman, a representative from Dan Miller's office, read and presented Noah Zych with a Citation from the House of Representatives.

Fire Chief Jeff Arnold read and presented Noah Zych with a Service Award for "his selfless acts of kindness to the Dormont Fire Department in their time of need while fighting a fire".

Costanzo briefed on the Audit standards and on the previous Audit Reports compared to this year's.

Janet Feick, Maher Duessel Representative RE: Summary and presentation of FY 2013 Audit Report.

### **COMMENTS FROM THE MAYOR**

Mayor Ross that during month of May there were 332 calls for Police Services. The police blotter is online.

### **COUNCIL COMMITTEE REPORTS**

**Finance and Legal:** Costanzo briefed on Munetrix and why she thinks it would be a great tool for the Borough. Costanzo spoke with Code Enforcement Officer Monica Dahlkemper and the process of citing a resident for Code Violations. Costanzo explained the process.

**Community Affairs/Recreation:** Fabus informed that we now have places for three of the five bike racks, all on Potomac Avenue; Molly's Pizza, the Dor-Stop and the Dormont Florist. The Annual Farmer's Market has a new location at the corner of Espy and Potomac Avenues. Movies in the Park will be showing *Frozen* on June 13<sup>th</sup> and the Dormont PFO will be there with a concession stand. Fabus briefed on Dormont Day and the volunteers needed. He also read the pool report from the Memorial Day weekend, surveys from patrons and lifeguards training.

**Public Safety/Service:** Hodson informed that on May 21<sup>st</sup> the Western Pennsylvania Conservancy came to Dormont and planted flowers at the Moreland Memorial Garden by the horseshoe courts. Hodson thanked George Pitcher, Louise Pitcher, Liz Fadgon and 19 students for KO High School for helping to plant those flowers at the Memorial Garden.

Hodson informed that MRTSA responded to 61 calls for service in Dormont for the month of May. Hodson briefed on the training and requirements for MRTSA, Police Department and Fire Department employees and volunteers. The DVFD responded to over 31 calls for service for the month of May. Hodson congratulated Carrie Burnham for completing her Firefighter 1 Exam and Practical and is now a full certified Firefighter. On May 27<sup>th</sup> the DVFD and Dormont Police Department had a drill at Dormont Elementary School. They practiced for a chemical leak and will have a drill for a lockdown.

**Property, Supplies and Planning:** Martino briefed on the meeting at the Library.

Naftal informed that the borough's Insurance Servicing Organization Rating was lowered from a 5 to a 3 and that puts the Borough in a small number of departments throughout the state that have reached that high of a level. *DVFD Firefighter Mat Davis explained the ISO Rating.*

## **COUNCIL PRESIDENT REPORT**

McCartney asked Costanzo to have her Committee look at and develop a policy about segregation of duties as it pertains to the collection of money from the Parking Meter Enforcers. McCartney informed that the Borough was awarded the Keystone Historic Grant for \$15,000.00 of Commonwealth money that will be matched by the Historical Society for \$9,000.00 and another \$5,000.00 from Council.

McCartney briefed on the informative flyers being sent to residents about Stormwater in the Borough. On May 10<sup>th</sup> Council took a tour of the Borough to develop a report about the assets in the Borough and to identify what needs to be improved. The report will be online.

McCartney informed that this will be the Junior Council Person, Erika Bosh's last Council meeting. Bosh graduates this year on June 10th.

## **BOROUGH MANAGER REPORT**

Naftal informed that Chapter 3 of the Stormwater Flyer will be out by the end of the week. On June 17<sup>th</sup> the Planning Commission will be holding a workshop to discuss the future of the Passive Park. Naftal briefed on the Athens Alley grant application. Dormont Day is still looking for volunteers and the fireworks will be done again by Zambelli. Alley Resurfacing went out for bid on May 29<sup>th</sup> and the bids are due in time to award at the July meeting. There is about \$300,000.00 set aside for the Alley Resurfacing. People's Gas has 300ft and 31 services to install on McNeilly Road and should be finished around June 20<sup>th</sup>. PA American Water is finishing up their services and also expect a completion around June 20<sup>th</sup>. Naftal stated that Mid July should hopefully start the actual construction of the street on McNeilly Road. The CMU study that was done to generate a Recreation Management Plan for the Borough was completed and released. The Recreation Board has a copy and is reviewing it to determine which recommendations they want to make to Council. Naftal briefed on the APM Conference and some things that he would like to implement from that Conference. The Market Analysis will be having "ambassador training" on June 11<sup>th</sup> and that is to get about a half dozen people who can be trained to approach businesses that are on the Market Analysis lists. In July there will be a business owner meeting so that the businesses can get involved and talking to their customers. Naftal briefed on re-writing the Zoning Code.

## **CONSENT AGENDA**

Motion by Hodson, second by Fabus to accept Consent Agenda Items A, B, C, D, E, F, G, H, I, J (A. Motion to accept the written report of the Borough Solicitor, B. Motion to approve the written reports of Borough Officials, C. Motion to approve the Minutes of the May 5, 2014 Council Business Meeting, D. Motion to approve the Warrant List for May, 2014, E. Motion to remove Officers Robert Barnes and Adam Schmidt from probationary status and give them permanent status, F. Motion to approve repairs to the preemption system on the traffic signals at Hillsdale Avenue and West Liberty Avenue by Traffic Systems and Services at a cost of \$5,079.87, G. Motion to approve agreement with Superior Petroleum to replace an illegal sign at 1530 Potomac Avenue in lieu of legal action or a variance request, H. Motion to approve Payment #1 and Final for Insight Pipe Contracting, L.P. for the CCTV inspection and lining of sanitary sewers project for \$20,927.00, I. Motion to approve Payment #1 and Final for BLT

Contracting, Inc. for the asbestos removal at 1218 Dormont Avenue for \$5,900.00, J. Motion to approve summer hires for the Recreation Department as outlined in the Recreation Director's memorandum). Motion carried 6-0.

## **ACTION ITEMS**

**A.** Motion by Martino, second by Hodson to authorize the Borough Manager to purchase an Automated External Defibrillator for the Dormont Volunteer Fire Department station.

**Public Comment:** None.

**Council Discussion:** None.

Motion carried 6-0.

**B.** Motion by Hodson, second by Fabus to not approve a Reserved Accessible Parking Space for Mr. Michael Farrell of 3228 Gaylord Avenue as recommended for Non-Approval by the Traffic and Parking Planning Commission.

**Public Comment:** None.

**Council Discussion:** None.

Motion carried 6-0.

**C.** Motion by Martino, second by Hodson to authorize the Borough Manager to seek bids for a new stormwater line in the 2700 block of Voelkel Avenue to alleviate flooding problems as outlined in the staff report.

**Public Comment:** None

**Council Discussion:** None

Motion carried 6-0.

**D.** Motion by Hodson, second by Costanzo to award the bid for the 2014 Sanitary Sewer Preventative Maintenance Program to Insight Pipe Contracting, LP for \$49,315.00 as outlined in the staff report.

**Public Comment:** None

**Council Discussion:** Briefed on why we are not using SHACOG for the numbers.

Motion carried 6-0.

## **DISCUSSION ITEMS**

**Munetrix Financial Modeling Software:** Naftal briefed on Munetrix Financial Software. Naftal informed that the cost would be around \$10,000.00 if we are the first in Pennsylvania to sign up; they are willing to cut this in half. Council asked Naftal to bring this back for Discussion again in July.

**Conservatorship Properties Update:** John Rushford briefed on the Conservatorship properties report at 1447 Dormont Avenue and 2708 Broadway Avenue.

Lehman asked if the Borough could clean up the lot at 1447 Dormont Avenue; Rushford stated that he could talk to the Conservator about it.

Naftal informed that we had to find a new contractor for the construction on the front of the Municipal Building because our first contractor went out of business. Naftal gave an update on the work to the front of the building.

Naftal informed that 1218 Dormont Avenue should be torn down within the next few weeks.

### **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

Bert Lloyd, 2816 Voelkel Avenue RE: Thomas Lloyd sign at the Recreation Center. Dormont Pool and lifeguards.

Bob McClellan, 2705 Philadelphia Avenue RE: Pool parking lot ADA, Kiosk ADA, Truck parking, Waltham Avenue parking on sidewalk.

Christopher Maggio, 1696 Hillsdale Avenue RE: Dormont Pool, storm water fliers

Donna Atkins, 1421 Kelton Avenue RE: Permit parking.

Darren Stroh, 3101 Gaylord Avenue RE: Permit parking.

Don Shafer, 3040 Earlsmere Avenue RE: Speed bump on Dormont Avenue; Dormont Elementary at the pool.

Diane Moder, 2717 Philadelphia Avenue RE: Property at Dwight/Potomac.

Ed Nock, 2733 Philadelphia Avenue, Commander of the American Legion Post 756 in Dormont RE: VFW Banners.

Curt Nelson, 1230 Peermont Avenue RE: Street cleaning signage.

Monique Fontaine, 1454 Alabama Avenue RE: Dormont Historical Society & Library have display, Dormont Doors; Hollywood Theater showing Jaws.

### **ANNOUNCEMENTS**

None.

### **ADJOURNMENT**

Motion by Fabus, second by Hodson to adjourn. Motion carried 6-0.



## The House of Representatives

### Citation

**Whereas**, *The House of Representatives of Pennsylvania is always pleased to recognize those individuals who, through dedication and commitment to their fellow citizens, contribute to the betterment of society; and*

**Whereas**, *Noah Zych is being honored by the Borough of Dormont with the proclaiming of June 2, 2014, as Noah Zych Day; and*

**Whereas**, *On March 8, 2014, firefighters from the Dormont Volunteer Fire Department and the Mt. Lebanon Fire Department and paramedics from the Medical Rescue Team South Authority responded to the scene of a structure fire on Crosby Avenue in Dormont. With his home located across the street from the fire, Noah, age four, watched from his front porch. Concerned for the welfare of the emergency personnel and wishing to help, he handed out sports drinks to the firefighters and paramedics. The success of this Commonwealth, the strength of our communities and the overall vitality of American society depend, in great measure, upon the dedication of young people such as Noah who use their considerable energies and resources to serve others. He truly exemplifies the best qualities of the human experience, and his spirit of giving and dedication has greatly impacted the lives of others.*

**Now therefore**, *the House of Representatives of the Commonwealth of Pennsylvania congratulates Noah Zych upon his richly deserved recognition; offers best wishes for continued success and excellence in all future endeavors;*

**And directs** *that a copy of this citation, sponsored by the Honorable Daniel L. Miller on May 19, 2014, be transmitted to Noah Zych, 2822 Crosby Avenue, Pittsburgh, Pennsylvania 15216.*



**BOROUGH OF DORMONT**

**PROCLAMATION**

**NOAH ZYCH DAY ON JUNE 2, 2014**

**WHEREAS**, a structure fire broke out at the house located at 2823 Crosby Avenue on Thursday, May 8, 2014; and

**WHEREAS**, firefighters from the Dormont Volunteer Fire Department, the Mt. Lebanon Fire Department and paramedics from MRTSA were called to the scene; and

**WHEREAS**, the temperature on that day reached into the 80s and combined with the heat of the fire required the many people fighting the fire to need hydration; and

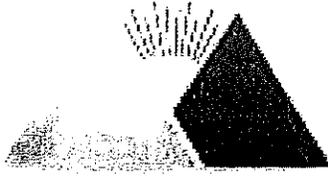
**WHEREAS**, Noah Zych took it upon himself to provide drinks for the firefighters and paramedics fighting the fire;

**NOW, THEREFORE WE, THE BOROUGH COUNCIL OF DORMONT**, do hereby proclaim June 2, 2014 as Noah Zych Day in the Borough of Dormont and encourage all residents to emulate the young man's spirit of goodwill and thoughtfulness.

  
Willard McCartney, Council President

  
Phillip Ross, Mayor





# BOROUGH OF DORMONT POLICE DEPARTMENT

1444 HILLSDALE AVENUE  
SUITE # 1  
PITTSBURGH, PENNSYLVANIA 15216  
(412) 561-8900 FAX (412) 561-3516

MICHAEL J. BISIGNANI  
*CHIEF OF POLICE*

PHILLIP A. ROSS  
*MAYOR*

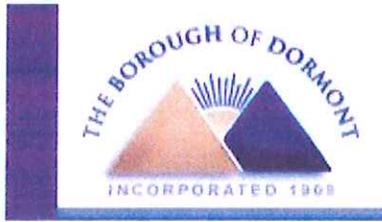
TO: Jeff Naftal, Borough Manager  
FROM: Chief Michael Bisignani  
DATE: June 11, 2014  
SUBJECT: Fire Apparatus Operator, Jeff Stakich, (Probation Review)

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Section 1401(C) of the Dormont Civil Service Rules and Regulations requires that the Borough Manager advise Council on the “performance and general acceptability” of anyone hired as a Fire Apparatus Operator with the Borough. Furthermore, the same section requires that Council address an employee’s permanent employment status after a six-month probationary period.

On November 7, 2013, Mr. Stakich completed the required six-month period and I highly recommend him for permanent status with the Borough. Mr. Stakich has continually demonstrated an eagerness and ability to perform the essential functions of the job as well, as other duties beyond this threshold. Thank you.

c.c. Mayor Ross  
Council  
Mr. Stakich  
Personnel File



**MEMORANDUM**

**Date:** June 17, 2014

**To:** Jeff Naftal, Borough Manager

**Copy:** Sherri Abbondanza, Bookkeeper  
Vickie McGurk, Clerk Supervisor

**From:** Wayne R. McVicar, P.E., Borough Engineer *WRM*

**Subject:** Reconstruction of Mervin Avenue & Resurfacing of Various Streets  
**RECOMMENDATION FOR PAYMENT**  
Payment #4 – Final Payment; Niando Construction, Inc.  
Pay Period: 11/16/13 – 4/15/14

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Enclosed herewith is Contractor's "Application For Payment No. 4 - Final" in the amount of **\$2,157.54** submitted by Niando Construction, Inc. for the above referenced project. This is the final payment and represents release of the retainage and close-out of the project.

Also enclosed is the 2-year maintenance bond for the project in the amount of \$259,304.93 which is 50% of the final project amount of \$518,609.86. The maintenance bond started on **November 1, 2013**, the date of substantial completion, and expires on **November 1, 2015**.

**Recommendation:**

1. All copies of the application for payment have been duly signed and I recommend final payment in the amount of \$2,157.54.
2. I further recommend acceptance of the maintenance bond and release of the performance and payment bonds.

# CONTRACTORS APPLICATION FOR PAYMENT

|  |   |
|--|---|
| <b>TO OWNER:</b><br>BOROUGH OF DORMONT<br>144 Hillside Avenue, Suite 10<br>Pittsburgh, PA 15216-2019 | <b>PROJECT NAME:</b><br>RECONSTRUCTION OF MERVIN AVE. & RESURFACING<br>OF VARIOUS STREETS |
| <b>FROM CONTRACTOR:</b><br>Niando Construction, Inc.<br>620 Long Road<br>Pittsburgh, PA 15235        | <b>PROJECT NUMBERS:</b><br>BOROUGH:<br>CONTRACTOR:  |
| <b>APPLICATION</b><br>NUMBER: 4 - Final Rev<br>PERIOD: 11/16/13 - 4/15/14<br>DATE: April 15, 2014    |   |

## CONTRACTOR'S APPLICATION FOR PAYMENT

See attached continuation sheet

|  |                |
|--|----------------|
| 1. ORIGINAL CONTRACT PRICE   | \$ 538,324.87  |
| 2. Net change by Change Orders   | \$ -516,005.46 |
| 3. Current Contract Price (Line 1 + 2)   | \$ 522,319.41  |
| 4. TOTAL COMPLETED AND STORED TO DATE<br>(Column F on Progress Estimate)               | \$ 518,609.86  |
| 5. RETAINAGE:  |                |
| a. X \$518,609.86 Work Completed   | \$ 0           |
| b. X Stored Material   | \$ 0           |
| c. Total Retainage (Line 5a + Line 5b)   | \$ 0           |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)  | \$ 518,609.86  |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)                              | \$ 516,452.32  |
| 8. AMOUNT DUE THIS APPLICATION   | \$ 2,157.54    |
| 9. BALANCE TO FINISH, PLUS RETAINAGE<br>(Column G on Progress Estimate + Line 5 above) | \$ 0           |

| CHANGE ORDER SUMMARY           |                           |
|--------------------------------|---------------------------|
| Number                         | Additions                 |
| 1                              | Deductions<br>\$30,853.20 |
| EW1, EW2 & EW4                 | \$3,236.73                |
| EW3 & EW5                      | \$1,200.00                |
| EW6, EW7 & EWS                 | \$10,411.01               |
| TOTALS                         | \$14,847.74               |
| NET CHANGE BY<br>CHANGE ORDERS | -\$16,005.46              |

## CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

CONTRACTOR:

*[Signature]*

By: \_\_\_\_\_ Date: \_\_\_\_\_

|                    |                                  |   |
|--------------------|----------------------------------|---|
| Payment of:        | \$ 2,157.54                      | 6/17/14<br>(Date)                       |
| is recommended by: | <i>[Signature]</i><br>(Engineer) |   |
| Payment of:        | \$ 2,157.54                      |   |
| is approved by:    |                                  | _____<br>(Owner)                        |
| Approved by:       |                                  | _____<br>Funding Agency (if applicable) |

# Progress Estimate

# Contractor's Application

| For (Contract):                                  |      | RECONSTRUCTION OF MERVIN AVE. & RESURFACING OF VARIOUS STREETS  |                   |       |            |                |        |             |   |   |                           | Application Number: |                 | 4 - Final Rev                         |  |           |
|--|------|---|-------------------|-------|------------|----------------|--------|-------------|---|---|---------------------------|---------------------|-----------------|---------------------------------------|--|-----------|
| Application Period:                              |      | 11/16/13 - 4/15/14  |                   |       |            |                |        |             |   |   |                           | Application Date:   |                 | April 15, 2014                        |  |           |
| Bid Item No.                                     | Item | Description   | Bid Item Quantity | Units | Unit Price | Bid Value (\$) | C      | D           | E | F | Balance to Finish (B - F) | Application Number: |                 | 4 - Final Rev                         |  |           |
|  |      |   |                   |       |            |                |        |             |   |   |                           | Quantity Installed  | Installed Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) |
| 1  |      | BASE BID - MERVIN AVENUE RECONSTRUCTION   |                   |       |            |                |        |             |   |   |                           |                     |                 |                                       |  |           |
| 2  |      | Removal of all Existing Pavement Material to Sub-Grade Including  | 2,120             | SY    | \$15.40    | \$32,648.00    | 2119   | \$32,652.60 |   |   | \$15.40                   |                     |                 |                                       |  |           |
| 3  |      | Geotextile Material, Complete in Place  | 2,120             | SY    | \$2.09     | \$4,428.71     | 2119   | \$4,428.71  |   |   | \$2.09                    |                     |                 |                                       |  |           |
| 4  |      | 4" Underdrain, Performed ADS Pipe, Complete in Place  | 1,840             | LF    | \$9.90     | \$18,355.00    | 1589   | \$15,731.10 |   |   | -\$1,376.10               |                     |                 |                                       |  |           |
| 5  |      | Sub-Base Installation, 10" Thick, Complete in Place   | 2,120             | SY    | \$11.50    | \$24,380.00    | 2119   | \$24,368.50 |   |   | \$11.50                   |                     |                 |                                       |  |           |
| 6  |      | 25 mm Superpave Base Course, 4" Thick, Complete in Place  | 2,120             | SY    | \$16.95    | \$35,954.00    | 2119   | \$35,917.05 |   |   | \$16.95                   |                     |                 |                                       |  |           |
| 7  |      | 19.0 mm Superpave Binder Course, 3" Thick, Complete in Place  | 2,120             | SY    | \$13.60    | \$28,832.00    | 2128   | \$28,940.80 |   |   | -\$108.80                 |                     |                 |                                       |  |           |
| 8  |      | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2" Thick, ADA Handicap Ramp including transverse domes, Complete in | 2,120             | SY    | \$10.28    | \$21,793.60    | 2133   | \$21,927.24 |   |   | -\$133.64                 |                     |                 |                                       |  |           |
| 9  |      | Concrete Sidewalk Replacement, Complete in Place  | 75                | SF    | \$13.20    | \$990.00       | 47.5   | \$627.00    |   |   | \$363.00                  |                     |                 |                                       |  |           |
| 10   |      | Concrete Driveway Apron Replacement, Complete in Place  | 920               | SF    | \$6.30     | \$5,800.00     | 323.5  | \$2,027.75  |   |   | \$3,772.25                |                     |                 |                                       |  |           |
| 11   |      | Asphalt Driveway Replacement, Complete in Place   | 2,330             | SF    | \$7.50     | \$17,475.00    | 2743.5 | \$20,576.25 |   |   | -\$3,101.25               |                     |                 |                                       |  |           |
| 12   |      | Removal & Replacement of Concrete Curb (Includes Depressed  | 50                | SF    | \$3.30     | \$165.00       | 54     | \$310.20    |   |   | -\$145.20                 |                     |                 |                                       |  |           |
| 13   |      | Removal & Replacement of Concrete Curb & Gutter (Includes   | 1,540             | LF    | \$4.40     | \$6,776.00     | 1666   | \$70,664.00 |   |   | -\$62,888.00              |                     |                 |                                       |  |           |
| 14   |      | Unsuitable Material Replacement, Complete in Place  | 30                | LF    | \$44.00    | \$1,320.00     |        |             |   |   | \$1,320.00                |                     |                 |                                       |  |           |
| 15   |      | Type M Inlet Construction, 0'-8" depth, Complete in Place   | 50                | TON   | \$53.90    | \$2,695.00     | 28.26  | \$1,523.21  |   |   | \$1,171.79                |                     |                 |                                       |  |           |
| 16   |      | Installation of Manhole Frame and Cover, Complete in Place  | 2                 | UNIT  | \$3,300.00 | \$6,600.00     | 2      | \$6,600.00  |   |   | \$0.00                    |                     |                 |                                       |  |           |
| 17   |      | Replacement or Installation of Roof Conductors, Complete in Place   | 1                 | UNIT  | \$990.00   | \$990.00       |        |             |   |   | \$990.00                  |                     |                 |                                       |  |           |
| 18   |      | 8" SDR-35 PVC Sewer Main, 0'-8" Depth, Critical Area, Complete  | 105               | LF    | \$5.50     | \$577.50       | 153    | \$841.50    |   |   | -\$264.00                 |                     |                 |                                       |  |           |
| 19   |      | 8" SDR-35 PVC Sewer Main, 8'-10" Depth, Critical Area,  | 44                | LF    | \$78.70    | \$3,462.80     | 50     | \$3,935.00  |   |   | -\$472.20                 |                     |                 |                                       |  |           |
| 20   |      | Wye Branch PVC SDR-35 or SDR-26, Critical Area, Complete in   | 700               | LF    | \$84.20    | \$58,940.00    | 700    | \$58,940.00 |   |   | \$0.00                    |                     |                 |                                       |  |           |
| 21   |      | Installation of Sanitary Sewer Manhole, Critical Area, 0'-8" depth,   | 19                | UNIT  | \$330.00   | \$6,270.00     | 20     | \$6,600.00  |   |   | -\$330.00                 |                     |                 |                                       |  |           |
| 22   |      | Installation of Sanitary Sewer Manhole, Critical Area, Greater  | 2                 | UNIT  | \$3,300.00 | \$6,600.00     | 2      | \$6,600.00  |   |   | \$0.00                    |                     |                 |                                       |  |           |
| 23   |      | Mobilization & Demobilization, Complete in Place  | 2                 | VF    | \$330.00   | \$660.00       | 2      | \$660.00    |   |   | \$0.00                    |                     |                 |                                       |  |           |
| EW1  |      | Remove/Replace 9LF of 15" pipe to accommodate new CB  | 1                 | LS    | \$8,000.00 | \$8,000.00     | 1      | \$8,000.00  |   |   | \$0.00                    |                     |                 |                                       |  |           |
| EW2  |      | Regrade landscape strip between sidewalk & curb   | 1                 | LS    | \$1,350.74 | \$1,350.74     | 1      | \$1,350.74  |   |   | \$0.00                    |                     |                 |                                       |  |           |
| EW3  |      | Excavate, encase with concrete & backfill existing storm  | 1                 | LS    | \$1,385.99 | \$1,385.99     | 1      | \$1,385.99  |   |   | \$0.00                    |                     |                 |                                       |  |           |
| EW4  |      | Cap existing 24" TCP & reconstruct manhole inverts on Tolma & Mervin Avenues  | 1                 | LS    | \$400.00   | \$400.00       | 1      | \$400.00    |   |   | \$0.00                    |                     |                 |                                       |  |           |
| EW5  |      | Install supplemental asphalt at garage aprons   | 1                 | LS    | \$800.00   | \$800.00       | 1      | \$800.00    |   |   | \$0.00                    |                     |                 |                                       |  |           |
| EW6  |      | Lateral Repair/Construction - 1461 Tolma Avenue   | 1                 | LS    | \$6,652.76 | \$6,652.76     | 1      | \$6,652.76  |   |   | \$0.00                    |                     |                 |                                       |  |           |
| EW7  |      | Install supplemental asphalt at garage aprons   | 1                 | LS    | \$750.00   | \$750.00       | 1      | \$750.00    |   |   | \$0.00                    |                     |                 |                                       |  |           |
| EW8  |      | Adjustment of manhole rim elevations on Belrose Avenue  | 1                 | LS    | \$3,008.25 | \$3,008.25     | 1      | \$3,008.25  |   |   | \$0.00                    |                     |                 |                                       |  |           |
| ALTERNATE BID NO. 2 - DORMONT AVENUE RESURFACING |      |   |                   |       |            |                |        |             |   |   |                           |                     |                 |                                       |  |           |
| 1  |      | Cold Milling - 1-1/2" Depth, Complete in Place,   | 2,100             | SY    | \$5.75     | \$12,075.00    | 1719   | \$9,884.25  |   |   | \$2,190.75                |                     |                 |                                       |  |           |
| 2  |      | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2", Complete  | 2,100             | SY    | \$8.85     | \$18,585.00    | 1719   | \$15,213.15 |   |   | \$3,371.85                |                     |                 |                                       |  |           |
| 3  |      | Phase Mobilization, Complete in Place   | 1                 | LS    | \$3,066.00 | \$3,066.00     | 1      | \$3,066.00  |   |   | \$0.00                    |                     |                 |                                       |  |           |
| ALTERNATE BID NO. 5 - BELROSE AVENUE RESURFACING |      |   |                   |       |            |                |        |             |   |   |                           |                     |                 |                                       |  |           |
| 1  |      | Cold Milling - 3-1/2" Depth, Complete in Place,   | 2,770             | SY    | \$3.25     | \$9,017.50     | 2664   | \$8,706.00  |   |   | \$311.50                  |                     |                 |                                       |  |           |

| Bid Item No.  | Item Description   | Bid Item Quantity | Units | Unit Price | Bid Value (\$) | Quantity Installed | Installed Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F/B) | Balance to Finish (B - F) |
|---|--|-------------------|-------|------------|----------------|--------------------|-----------------|---------------------------------------|--|---------|---------------------------|
| 2   | Cold Milling - 1-1/2" Depth, Complete in Place.                | 280               | SY    | \$5.25     | \$1,470.00     | 254                | \$1,228.50      |                                       | \$1,228.50                                 | 83.6%   | \$241.50                  |
| 3   | Removal of Existing Pavement Material to 17-1/2" Depth.        | 18                | SY    | \$29.00    | \$522.00       | 19                 | \$551.00        |                                       | \$551.00                                   | 105.6%  | -\$29.00                  |
| 4   | Sub-Base Installation, 10" Thick, Complete in Place            | 18                | SY    | \$29.00    | \$522.00       | 19                 | \$551.00        |                                       | \$551.00                                   | 105.6%  | -\$29.00                  |
| 5   | 25 mm Superpave Base Course, 4" Thick, Complete in Place       | 18                | SY    | \$25.50    | \$459.00       | 19                 | \$484.50        |                                       | \$484.50                                   | 105.6%  | -\$25.50                  |
| 6   | Geotextile Material, Complete in Place                         | 18                | SY    | \$2.09     | \$37.62        | 19                 | \$39.71         |                                       | \$39.71                                    | 105.6%  | -\$2.09                   |
| 7   | 19.0 mm Superpave Binder Course, 2" Thick, Complete in Place   | 2,788             | SY    | \$9.25     | \$25,789.00    | 3,683              | \$34,817.75     |                                       | \$34,817.75                                | 96.2%   | \$9,028.75                |
| 8   | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2", Complete   | 3,050             | SY    | \$8.25     | \$25,162.50    | 2,917              | \$24,065.25     |                                       | \$24,065.25                                | 95.6%   | \$1,097.25                |
| 9   | ADA Handicap Ramps, Complete in Place                          | 230               | SF    | \$24.00    | \$5,520.00     | 210                | \$5,040.00      |                                       | \$5,040.00                                 | 91.3%   | \$480.00                  |
| 10  | Concrete Sidewalk Replacement, Complete in Place               | 514               | SF    | \$10.70    | \$5,499.80     | 676                | \$7,233.20      |                                       | \$7,233.20                                 | 131.5%  | -\$1,733.40               |
| 11  | Concrete Driveway Apron Replacement, Complete in Place         | 166               | SF    | \$11.70    | \$1,942.20     | 213                | \$2,492.10      |                                       | \$2,492.10                                 | 128.7%  | -\$555.75                 |
| 12  | Removal & Replacement of Concrete Curb (Includes Depressed     | 139               | LF    | \$50.00    | \$6,950.00     | 214.5              | \$10,725.00     |                                       | \$10,725.00                                | 154.3%  | -\$3,775.00               |
| 13  | Convert Pressurized Inlet to Type "B" Inlet, Complete in Place | 1                 | UNIT  | \$5,100.00 | \$5,100.00     | 1                  | \$5,100.00      |                                       | \$5,100.00                                 | 100.0%  |                           |
| 14  | Phase Mobilization, Complete in Place                          | 1                 | LS    | \$7,000.00 | \$7,000.00     | 1                  | \$7,000.00      |                                       | \$7,000.00                                 | 100.0%  |                           |
| <b>ALTERNATE BID NO. 8 - BALTIMORE AVENUE RESURFACE</b> |  |                   |       |            |                |                    |                 |                                       |  |         |                           |
| 1   | Cold Milling - 1-1/2" Depth, Complete in Place.                | 670               | SY    | \$7.65     | \$5,125.50     | 585                | \$4,475.25      |                                       | \$4,475.25                                 | 87.3%   | \$650.25                  |
| 2   | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2", Complete   | 670               | SY    | \$9.75     | \$6,522.50     | 585                | \$5,703.75      |                                       | \$5,703.75                                 | 87.3%   | \$818.75                  |
| 4   | ADA Handicap Ramps, Complete in Place                          | 40                | SF    | \$24.00    | \$1,000.00     | 40                 | \$1,000.00      |                                       | \$1,000.00                                 | 100.0%  |                           |
| 5   | Concrete Sidewalk Replacement, Complete in Place               | 146               | SF    | \$10.70    | \$1,562.20     | 134                | \$1,433.80      |                                       | \$1,433.80                                 | 91.8%   | \$128.40                  |
| 6   | Removal & Replacement of Concrete Curb (Includes Depressed     | 44                | LF    | \$60.00    | \$2,640.00     | 21                 | \$1,260.00      |                                       | \$1,260.00                                 | 47.7%   | \$1,380.00                |
|   | Phase Mobilization, Complete in Place                          | 1                 | LS    | \$1,686.00 | \$1,686.00     | 1                  | \$1,686.00      |                                       | \$1,686.00                                 | 100.0%  |                           |
| <b>ALTERNATE BID NO. 11 - BELPLAIN AVENUE CURB REPL</b> |  |                   |       |            |                |                    |                 |                                       |  |         |                           |
| 1   | Removal & Replacement of Concrete Curb, Complete in Place      | 62                | LF    | \$50.00    | \$3,100.00     | 62                 | \$3,100.00      |                                       | \$3,100.00                                 | 100.0%  |                           |
| 2   | Phase Mobilization, Complete in Place                          | 1                 | LS    | \$500.00   | \$500.00       | 1                  | \$500.00        |                                       | \$500.00                                   | 100.0%  |                           |
| <b>Totals</b>   |  |                   |       |            |                |                    |                 |                                       |  |         |                           |
|   |  |                   |       |            | \$507,471.67   |                    | \$518,609.36    |                                       | \$518,609.36                               | 102%    | \$5,137.69                |

# MAINTENANCE BOND

Bond # ASA1646-5786MNT

KNOW ALL MEN BY THESE PRESENTS:

THAT, NIANDO CONSTRUCTION, INC., as Principal and Hudson Insurance Company a Corporation duly, authorized to transact general surety business in the State of PA as Surety, are held and firmly bound unto Borough Of Dormont the sum of \$259,304.93 Dollars (\$259,304.93), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a written contract dated \_\_\_\_\_ with the Oblige for RESURFACING OF MERVIN AVENUE AND RRSURFACING OF VARIOUS STREETS and; WHEREAS, the said Principal is required to post a bond to protect the said Oblige against the result of faulty material or workmanship for a period of Two (2) Years from and after the date of acceptance of said work;

**Date of Acceptance: November 1, 2013**

NOW, THEREFORE, if the said Principal shall for a period of from and after the date of. acceptance of said work, replace any and all defects arising in said work; whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise, to remain in full force and effect.

SIGNED, SEALED AND DATED this 4th day of June, 2014.

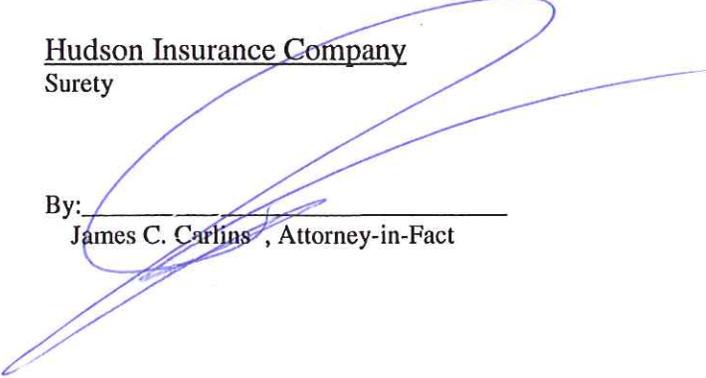
NIANDO CONSTRUCTION, INC.

Principal

By:   
Dominic Catalano, President

Hudson Insurance Company

Surety

By:   
James C. Carlins, Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Richard J. Taylor, James C. Carlins, Anthony P. Lekse, Roseann D. Ciamacco, Linda L. Carroll and Jeffrey H. Nath

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly attested, on this 27th day of July, 2012, at New York, New York.

HUDSON INSURANCE COMPANY

By Christopher T. Suarez, Executive Vice President



Attest Dina Daskalakis, Assistant Corporate Secretary

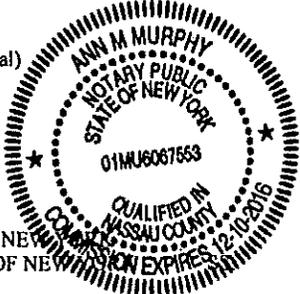
Signature of Dina Daskalakis

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.

On the 27th day of July, 2012, before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

Signature of Ann M. Murphy, Notary Public, State of New York

(Notarial Seal)



STATE OF NEW YORK, COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies: That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of June, 2014.

Signature of Dina Daskalakis, Assistant Corporate Secretary





Date: \_\_\_\_\_

I, Holly Ruth Hallam, Office Manager do hereby State:

(1) That I pay or supervise the payment of the persons employed by Niando Construction, Inc. on the Borough of Dormont 2014 Road Reconstruction Project that during the payroll period commencing on the 27<sup>th</sup> day of APRIL, 2014, and ending the 30<sup>th</sup> day of MAY, 2014, all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Niando Construction, Inc. from the full weekly wages earned by any person and that no deduction have been made either directly or indirectly from the full wages earned by any person, other than permissible deduction as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rates plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

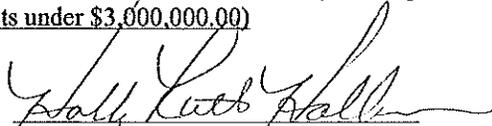
(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

Laborers: Dues = 6% of Weekly Gross plus \$32.00 misc. deduction will be taken from the first pay of each month on all Laborers for the Monthly Report of Check Off Dues. Operators: Dues = 2.% of Weekly Gross plus .73 cents per hour worked (overtime is figured on a straight time basis for all projects under \$3,000,000.00)

Holly Ruth Hallam, Office Manager  
Name and Title

  
Signature

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

EIN 25-1419701

Name of Contractor \_\_\_\_\_ or Subcontractor \_\_\_\_\_ Address:

Niando Construction, Inc. 620 Long Road, Pittsburgh, PA 15235

Project & Location:

Payroll #2 Week ending - May 10, 2014 Borough of Dormont 2014 Road Reconstruction

| Name/Classification      | SU  | M   | T | W | TH | F | SA | Hrs. | Hrly    | Gross Pay            | S.S./Med | Fed w/h | SUI     |        |           | Check#   |         |
|--------------------------|-----|-----|---|---|----|---|----|------|---------|----------------------|----------|---------|---------|--------|-----------|----------|---------|
|                          |     |     |   |   |    |   |    |      |         |                      |          |         | State   | Local  | Dues      |          | Net Pay |
|                          | 4   | 5   | 6 | 7 | 8  | 9 | 10 |      |         |                      |          |         |         |        |           |          |         |
| <b>Superintendent</b>    |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| Dominic Catalano         | o/t | /   | / | / | /  | / | /  | 0    | salary  |                      |          |         |         |        |           |          |         |
| 134 Harvest Lane         | M   |     |   |   |    |   |    |      |         | Owner/President      |          |         |         |        |           |          |         |
| Harrison City, PA 15636  | O   | s/t | / | / | /  | / | /  | 0    |         |                      |          |         |         |        |           |          |         |
| ss#164-60-3523           |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| <b>Supervisor</b>        |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| Franco R. Catalano       | o/t | /   | / | / | /  | / | /  | 0    | salary  |                      |          |         |         |        |           |          |         |
| 3053 Hyland Road         | M   |     |   |   |    |   |    |      |         | Owner/Vice President |          |         |         |        |           |          |         |
| Irwin, PA 15642          | O   | s/t | / | 8 | 8  | / | /  | 16   |         |                      |          |         |         |        |           |          |         |
| ss#197-44-0863           |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| <b>Forman/Operator</b>   |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| Nick Montalto            | o/t | /   | / | / | /  | / | /  | 0    | salary  |                      |          |         |         |        |           |          |         |
| 3049 Hyland Rd           | M   |     |   |   |    |   |    |      |         | Owner/Vice President |          |         |         |        |           |          |         |
| Irwin, PA 15642          | O   | s/t | / | / | /  | / | /  | 0    |         |                      |          |         |         |        |           |          |         |
| ss#177-60-9050           | #   |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| <b>Laborer Class I</b>   |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| Jason Kerlin             | o/t | /   | / | / | /  | / | /  | 0    | \$37.85 |                      |          |         |         | occ    | check off |          |         |
| 1203 Clairidge/Elliot Rd | M   |     |   |   |    |   |    |      |         | \$25.03              |          | \$ 0.28 |         |        |           | 13637    |         |
| Jeannette, PA 15644      | O   | s/t | / | 8 | 8  | / | /  | 16.0 | \$25.23 | \$403.68             | \$5.85   | \$43.82 | \$12.39 | \$4.04 | \$24.22   | \$288.05 |         |
| ss#192-68-3217           |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| <b>Laboer Class I</b>    |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| Zack Sallit              | o/t | /   | / | / | /  | / | /  | 0    | \$37.85 |                      |          |         |         |        |           |          |         |
| 123 Elgen Drive          | M   |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| Greensburg, PA 15601     | 1   | s/t | / | / | /  | / | /  | 0.0  | \$25.23 |                      |          |         |         |        |           |          |         |
| ss#191-42-3884           |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| <b>Thomas Reed, Jr.</b>  |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| 612 College Ave.         | S   |     |   |   |    |   |    | 0    | \$37.85 |                      |          |         |         | occ    | check off |          |         |
| Oakmont, PA 15139        | O   | s/t | / | 8 | 8  | / | /  | 16.0 | \$25.23 | \$403.68             | \$5.85   | \$64.72 | \$12.39 | \$4.04 | \$24.22   | \$267.15 |         |
| ss#160-60-1176           |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| <b>Thomas Reed, Sr.</b>  |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| 612 College Ave.         | S   |     |   |   |    |   |    | 0    | \$38.45 |                      |          |         |         | occ    | check off |          |         |
| Oakmont, PA 15139        | O   | s/t | / | 8 | 8  | / | /  | 16.0 | \$25.63 | \$410.08             | \$5.95   | \$48.78 | \$12.59 | \$4.10 | \$24.60   | \$288.35 |         |
| ss#                      |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| <b>Laborer Class I</b>   |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |
| Joslp Tomasic            | o/t | /   | / | / | /  | / | /  | 0    | \$36.35 |                      |          |         |         | occ    | check off |          |         |
| 1714 Hollywood Dr        | S   |     |   |   |    |   |    |      |         | \$24.04              |          | \$ 0.27 | \$ 2.00 |        |           | 13643    |         |
| Baldwin, PA 15227        | 2   | s/t | / | 8 | 8  | / | /  | 16.0 | \$24.23 | \$387.68             | \$5.62   | \$45.52 | \$11.90 | \$3.88 | \$23.26   | \$271.19 |         |
| ss#204-78-3827           |     |     |   |   |    |   |    |      |         |                      |          |         |         |        |           |          |         |

Date: \_\_\_\_\_

I, Holly Ruth Hallam, Office Manager do hereby State:

(1) That I pay or supervise the payment of the persons employed by Niando Construction, Inc. on the Borough of Dormont 2014 Road Reconstruction Project that during the payroll period commencing on the 4<sup>TH</sup> day of MAY, 2014, and ending the 10<sup>TH</sup> day of MAY, 2014, all persons employed on the said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Niando Construction, Inc. from the full weekly wages earned by any person and that no deduction have been made either directly or indirectly from the full wages earned by any person, other than permissible deduction as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rates plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

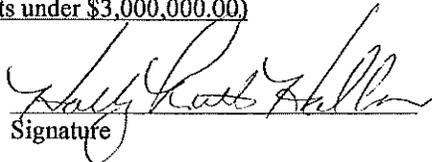
(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

Laborers: Dues = 6% of Weekly Gross plus \$32.00 misc. deduction will be taken from the first pay of each month on all Laborers for the Monthly Report of Check Off Dues. Operators: Dues = 2.% of Weekly Gross plus .73 cents per hour worked (overtime is figured on a straight time basis for all projects under \$3,000,000.00)

Holly Ruth Hallam, Office Manager  
Name and Title

  
Signature

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or  Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

CONTRACTORNIANDO CONSTRUCTION INC  
 ADDRESS 620 LONG ROAD  
 PITTSBURGH, PA 15235

SUBCONTRACTOR T A ROBINSON ASPHALT PAVING IN  
 ADDRESS: 1299 MCCLAUGHLIN RUN ROAD  
 BRIDGEVILLE, PA 15017



BUREAU OF LABOR LAW COMPLIANCE  
 PREVAILING WAGE DIVISION  
 9TH & FORSTOR STREETS  
 HARRISBURG PA, 17120  
 1-800-932-0665

PROJECT AND LOCATION 3518-DORMONT BORO 2014 ROAD PROG

PAYROLL NUMBER 1  
 WEEK ENDING DATE 05/17/14  
 PROJECT SERIAL #

PROJECT #

| EMPLOYEE NAME   | APPR. RATE (%) | WORK CLASSIFICATION | DAY AND DATE          |           |           |           |           |           |           | EARN CODE | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C = Cash) (FB=Contributions) | TOTAL DEDUCTIONS | GROSS PAY FOR PREVAILING RATE JOB(S) | CHECK # |
|---|----------------|---------------------|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------------|---|------------------|--------------------------------------|---------|
|   |                |                     | HOURS WORKED EACH DAY |           |           |           |           |           |           |           |                  |   |                  |                                      |         |
|   |                |                     | SUN 05/11             | MON 05/12 | TUE 05/13 | WED 05/14 | THU 05/15 | FRI 05/16 | SAT 05/17 |           |                  |   |                  |                                      |         |
| DOBBINS, CHRISTOPHER R<br>732 CEDARWOOD DRIVE<br>BELLE VERNON, PA 15012 |                | Operator Class I    |                       | 10.00     |           |           |           |           |           | REG       | 28.480           | C: 17.140<br>FB:                                    | 155.50           | 456.20                               | 34889   |
| DOWLING, ROBERT A<br>PO BOX 415<br>CLAYSVILLE, PA 15323                 |                | Operator Class I    |                       | 10.00     |           |           |           |           |           | REG       | 28.480           | C: 17.140<br>FB:                                    | 164.33           | 456.20                               | 34890   |
| GILLESPIE, DENIS M<br>6122 CALEDONIA COURT<br>BRIDGEVILLE, PA 15017     |                | Operator Class I    |                       |           |           |           | 10.00     | 1.50      |           | OT<br>REG | 28.480<br>28.480 | C: 17.140<br>FB:                                    | 335.41           | 667.03                               | 34894   |
| GINGER, MICHAEL F<br>431 NORMAN STREET<br>DONORA, PA 15033              |                | Laborer             |                       |           |           |           | 10.50     |           |           | REG       | 24.680           | C: 16.620<br>FB:                                    | 88.83            | 433.65                               | 34896   |
| KELLY, JOHN L<br>3060 DELWOOD AVE<br>PITTSBURGH, PA 15216               |                | Laborer             |                       |           |           |           | 3.50      | 7.50      |           | OT<br>REG | 24.680<br>24.680 | C: 16.620<br>FB:                                    | 166.49           | 497.49                               | 34901   |
| LONGNETT, ROBERT L<br>710 CLIFTON ROAD<br>BETHEL PARK, PA 15102         |                | Laborer             |                       |           |           |           | 3.00      | 7.50      |           | OT<br>REG | 24.680<br>24.680 | C: 16.620<br>FB:                                    | 286.11           | 470.67                               | 34903   |
| MICHAEL, JOSHUA D<br>223 EAST THIRD ST<br>EAST BRADY, PA 16028          |                | Laborer             |                       |           |           |           | 3.00      | 7.50      |           | OT<br>REG | 24.680<br>24.680 | C: 16.620<br>FB:                                    | 195.62           | 470.67                               | 34910   |
| MILLIKEN, ROBERT F<br>1032 LAUREL ST<br>BRIDGEVILLE, PA 15017           |                | Operator Class II   |                       |           |           |           | 5.50      | 4.00      |           | OT<br>REG | 28.220<br>28.220 | C: 17.140<br>FB:                                    | 152.84           | 508.53                               | 34912   |
| OVERAND, MARK<br>3057 PINEHURST AVE<br>PITTSBURGH, PA 15216             |                | Operator Class I    |                       |           |           |           | 4.50      | 6.50      |           | OT<br>REG | 28.480<br>28.480 | C: 17.140<br>FB:                                    | 140.11           | 565.90                               | 34915   |
| SHAFFER, DAVID C<br>3072 GRASSMERE AVE<br>PITTSBURGH, PA 15216          |                | Operator Class II   |                       |           |           |           | 8.00      | 3.50      |           | OT<br>REG | 28.220<br>28.220 | C: 17.140<br>FB:                                    | 245.99           | 634.52                               | 34927   |
| LLC-25 REV 10-03 (Page 1)   |                |                     |                       |           |           |           |           |           |           |           |                  |   |                  |                                      |         |
|   |                |                     |                       |           |           |           |           |           |           |           |                  |   |                  | PAGE NUMBER 1 OF 2                   |         |

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSION ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

\* FRINGE BENEFITS EXPLANATION (FB): Bona fide benefit contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 3) Life insurance \_\_\_\_\_
- 4) Disability \_\_\_\_\_
- 5) Vacation, holiday \_\_\_\_\_
- 6) Other (please specify) \_\_\_\_\_

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with NIANDO CONSTRUCTION INC

for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

3. The undersigned certifies that:

- (a) the legal name and the business address of the contractor or subcontractor are:  
T A ROBINSON ASPHALT PAVING IN  
1299 MCLAUGHLIN RUN ROAD BRIDGEVILLE, PA 15017

(b) The undersigned is:

- a single proprietorship
- a corporation organized in the state of PENNSYLVANIA
- a partnership
- other organization (describe) \_\_\_\_\_

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| NAME                 | TITLE          | ADDRESS                                    |
|----------------------|----------------|--|
| THOMAS A. ROBINSON   | PRESIDENT      | 108 FROSTY VALLEY LN<br>MCMURRAY, PA 15317 |
| VIRGINIA M. ROBINSON | VICE PRESIDENT | 108 FROSTY VALLEY LN<br>MCMURRAY, PA 15317 |
|                      |                |  |
|                      |                |  |

2. The undersigned certifies that:

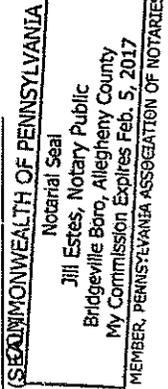
- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961 P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

5/22/2014 (DATE)

Jimmie D. DeRosa (SIGNATURE)

PAYROLL MANAGER (TITLE)



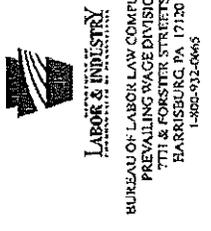
Taken, sworn and subscribed before me this 22 Day of May A.D., 2014

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or  Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

CONTRACTOR/EMPLOYER: CONTRACTOR/EMPLOYER  
 ADDRESS: 620 LONG ROAD, PITTSBURGH, PA 15235  
 SUBCONTRACTOR: SUBCONTRACTOR A ROBINSON ASPHALT PAVING IN  
 ADDRESS: 1299 MCLAUGHLIN RUN ROAD, BRIDGEVILLE, PA 15017



PAYROLL NUMBER: 2  
 WEEK ENDING DATE: 05/24/14  
 PROJECT AND LOCATION: 3518-DORMONT BORO 2014 ROAD PROG

PROJECT SERIAL #: [Blank]  
 PROJECT #: [Blank]

| EMPLOYEE NAME  | WEEK ENDING DATE | APPR. RATE (%) | WORK CLASSIFICATION | DAY AND DATE |       |       |       |       |       |       | EARN CODE | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C=Cash, FB=Contributions) | TOTAL DEDUCTIONS | GROSS PAY FOR PREVALING RATE JOB(S) | CHECK # |
|--|------------------|----------------|---------------------|--------------|-------|-------|-------|-------|-------|-------|-----------|------------------|--|------------------|-------------------------------------|---------|
|  |                  |                |                     | SUN          | MON   | TUE   | WED   | THU   | FRI   | SAT   |           |                  |  |                  |                                     |         |
| GILLESPIE, DENIS M<br>6122 CALEDONIA COURT<br>BRIDGEVILLE, PA 15017    | 05/24/14         |                | Operator Class I    | 05/18        | 05/19 | 05/20 | 05/21 | 05/22 | 05/23 | 05/24 | REG       | 28.480           | C: 17.140<br>FB:                                 | 218.95           | 433.39                              | 34948   |
| GINGER, MICHAEL F<br>431 NORMAN STREET<br>DONORA, PA 15033             |                  |                | Laborer             |              | 9.00  |       |       |       |       |       | REG       | 24.680           | C: 16.620<br>FB:                                 | 88.32            | 371.70                              | 34950   |
| KELLY, JOHN L<br>3060 DELWOOD AVE<br>PITTSBURGH, PA 15216              |                  |                | Laborer             |              | 9.50  |       |       |       |       |       | REG       | 24.680           | C: 16.620<br>FB:                                 | 136.70           | 392.35                              | 34956   |
| LONGENETT, ROBERT L<br>710 CLIFTON ROAD<br>BETHEL PARK, PA 15102       |                  |                | Laborer             |              | 10.00 |       |       |       |       |       | REG       | 24.680           | C: 16.620<br>FB:                                 | 229.01           | 413.00                              | 34958   |
| MILLIKEN, ROBERT F<br>1032 LAUREL ST<br>BRIDGEVILLE, PA 15017          |                  |                | Operator Class II   |              | 9.50  |       |       |       |       |       | REG       | 28.220           | C: 17.140<br>FB:                                 | 134.00           | 430.92                              | 34967   |
| OVERAND, MARK<br>3057 PINEHURST AVE<br>PITTSBURGH, PA 15216            |                  |                | Operator Class I    |              | 9.50  |       |       |       |       |       | REG       | 28.480           | C: 17.140<br>FB:                                 | 113.11           | 433.39                              | 34970   |
| SHAFFER, DAVID C<br>3072 GRASSMERE AVE<br>PITTSBURGH, PA 15216         |                  |                | Operator Class II   |              | 10.00 |       |       |       |       |       | REG       | 28.220           | C: 17.140<br>FB:                                 | 179.99           | 453.60                              | 34982   |
| STAUFFER, ROBERT D<br>306 FORT COUCH ROAD<br>UPPER ST. CLAIR, PA 15241 |                  |                | Laborer             |              | 9.00  |       |       |       |       |       | REG       | 24.680           | C: 16.620<br>FB:                                 | 142.20           | 371.70                              | 34986   |
| WHITAKER, MARSHALL<br>419 MIDWOOD AVENUE<br>PITTSBURGH, PA 15210       |                  |                | Laborer             |              | 9.00  |       |       |       |       |       | REG       | 24.680           | C: 16.620<br>FB:                                 | 121.95           | 371.70                              | 34991   |
| LLC-25 REV 10-03 (Page 1)  |                  |                |                     |              |       |       |       |       |       |       |           |                  |  |                  |                                     |         |

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSION ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

\* FRINGE BENEFITS EXPLANATION (FB): Bona fide benefit contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 3) Life insurance \_\_\_\_\_
- 4) Disability \_\_\_\_\_
- 5) Vacation, holiday \_\_\_\_\_
- 6) Other (please specify) \_\_\_\_\_

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with  
 NIANDO CONSTRUCTION INC  
 for the construction of the above-identified project, acknowledges that:

(a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.

(b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.

(c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

3. The undersigned certifies that:

(a) the legal name and the business address of the contractor or subcontractor are:  
 T A ROBINSON ASPHALT PAVING IN  
 1299 MCLAUGHLIN RUN ROAD BRIDGEVILLE, PA 15017

(b) The undersigned is:  a single proprietorship  
 a corporation organized in the state of PENNSYLVANIA  
 a partnership  
 other organization (describe)

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| NAME                 | TITLE          | ADDRESS                                    |
|----------------------|----------------|--|
| THOMAS A. ROBINSON   | PRESIDENT      | 108 FROSTY VALLEY LN<br>MCMURRAY, PA 15317 |
| VIRGINIA M. ROBINSON | VICE PRESIDENT | 108 FROSTY VALLEY LN<br>MCMURRAY, PA 15317 |
|                      |                |  |
|                      |                |  |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

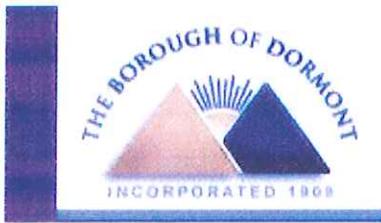
5/30/2014  
(DATE)

*Janie H. Hlebsa*  
(SIGNATURE)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
PAYROLL MANAGER  
(TITLE)

Taken, sworn and subscribed before me this \_\_\_\_\_ Day  
of \_\_\_\_\_ A.D., \_\_\_\_\_



**MEMORANDUM**

**Date:** June 19, 2014

**To:** Jeff Naftal, Borough Manager

**From:** Wayne R. McVicar, P.E., Borough Engineer 

**Subject:** 2014 Road Resurfacing Project  
RECOMMENDATION FOR PAYMENT  
Payment #1; Niando Construction, Inc.  
Pay Period: 5/1/14 – 6/1/14

---

Enclosed herewith are three (3) copies of the Contractor's Application For Payment No. 1 in the amount of **\$99,440.95** submitted by Niando Construction, Inc. for the above referenced project.

All copies have been duly signed and I recommend payment in full.

Also enclosed is a copy of the Certified Payroll for the estimate period.



# Progress Estimate

# Contractor's Application

| Item                                |   | A                 |       |             |                |                    |                 |                                       |  |           |                           | B |  |  | C |  |  | D |  |  | E |  |  | F |  |  |
|-------------------------------------|---|-------------------|-------|-------------|----------------|--------------------|-----------------|---------------------------------------|--|-----------|---------------------------|---|--|--|---|--|--|---|--|--|---|--|--|---|--|--|
| Bid Item No.                        | Description   | Bid Item Quantity | Units | Unit Price  | Bid Value (\$) | Quantity Installed | Installed Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| <b>BASE BID PART 1</b>              |   |                   |       |             |                |                    |                 |                                       |  |           |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| <b>TEXAS AVENUE RECONSTRUCTION</b>  |   |                   |       |             |                |                    |                 |                                       |  |           |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 1                                   | Removal of all Existing Pavement Material to 18-1/2" Depth,     | 828               | SY    | \$ 16.00    | \$13,248.00    |                    |                 |                                       |  |           | \$13,248.00               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 2                                   | Cold Milling - 1-1/2" Depth, Complete in Place.                 | 200               | SY    | \$ 6.70     | \$1,340.00     |                    |                 |                                       |  |           | \$1,340.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 3                                   | Geotextile Material, Complete in Place                          | 828               | SY    | \$ 2.10     | \$1,738.80     |                    |                 |                                       |  |           | \$1,738.80                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 4                                   | 4" Underdrain, Perforated ADS Pipe, Complete in Place           | 1,000             | LF    | \$ 8.10     | \$8,100.00     |                    |                 |                                       |  |           | \$8,100.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 5                                   | Sub-Base Installation, 10" Thick, Complete in Place             | 828               | SY    | \$ 12.00    | \$9,936.00     |                    |                 |                                       |  |           | \$9,936.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 6                                   | 25 mm Superpave Base Course, 4" Thick, Complete in Place        | 828               | SY    | \$ 17.95    | \$14,865.80    |                    |                 |                                       |  |           | \$14,865.80               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 7                                   | 19.0 mm Superpave Binder Course, 3" Thick, Complete in Place    | 828               | SY    | \$ 13.98    | \$11,575.44    |                    |                 |                                       |  |           | \$11,575.44               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 8                                   | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2" Thick,       | 1,000             | SY    | \$ 9.61     | \$9,610.00     |                    |                 |                                       |  |           | \$9,610.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 9                                   | ADA Handicap Ramps, Complete in Place                           | 200               | SF    | \$ 9.00     | \$1,800.00     |                    |                 |                                       |  |           | \$1,800.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 10                                  | 24"x36" Truncated Domes, Cast in Place, Complete in Place       | 48                | SF    | \$ 20.00    | \$960.00       |                    |                 |                                       |  |           | \$960.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 11                                  | Concrete Sidewalk Replacement, Complete in Place                | 2,565             | SF    | \$ 8.00     | \$20,520.00    |                    |                 |                                       |  |           | \$20,520.00               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 12                                  | Concrete Driveway Apron Replacement, Complete in Place          | 30                | SF    | \$ 9.50     | \$285.00       |                    |                 |                                       |  |           | \$285.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 13                                  | Asphalt Driveway Replacement, Complete in Place                 | 30                | SF    | \$ 4.00     | \$120.00       |                    |                 |                                       |  |           | \$120.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 14                                  | Removal & Replacement of Concrete Curb (includes Depressed      | 1,000             | LF    | \$ 40.00    | \$40,000.00    |                    |                 |                                       |  |           | \$40,000.00               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 15                                  | Unsuitable Material Replacement, Complete in Place              | 50                | TON   | \$ 50.00    | \$2,500.00     |                    |                 |                                       |  |           | \$2,500.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 16                                  | Type M Inlet Construction - New Installation, 0'-8" depth       | 2                 | UNIT  | \$ 3,200.00 | \$6,400.00     |                    |                 |                                       |  |           | \$6,400.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 17                                  | Type M Inlet Construction - Conversion of Existing Inlet, 0'-8" | 2                 | UNIT  | \$ 3,500.00 | \$7,000.00     |                    |                 |                                       |  |           | \$7,000.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 18                                  | 15" Corrugated HDPE Storm Sewer Installation, Complete in       | 55                | LF    | \$ 60.00    | \$3,300.00     |                    |                 |                                       |  |           | \$3,300.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 19                                  | 4 FT. Special Storm Inlet Construction - Conversion of Existing | 2                 | UNIT  | \$ 3,900.00 | \$7,800.00     |                    |                 |                                       |  |           | \$7,800.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 20                                  | Replacement or Installation of Roof Conductors, Complete in     | 50                | LF    | \$ 3.00     | \$150.00       |                    |                 |                                       |  |           | \$150.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 21                                  | Wye Branch PVC SDR-35 or SDR-26, 12-14" Depth, Critical         | 3                 | UNIT  | \$ 2,100.00 | \$6,300.00     |                    |                 |                                       |  |           | \$6,300.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 22                                  | Installation of Traffic Striping - Complete in Place            | 1                 | LS    | \$ 750.00   | \$750.00       |                    |                 |                                       |  |           | \$750.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| <b>BASE BID PART 2</b>              |   |                   |       |             |                |                    |                 |                                       |  |           |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| <b>POOL PARKING LOT RESURFACING</b> |   |                   |       |             |                |                    |                 |                                       |  |           |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 1                                   | Removal of all Existing Pavement Material to 10" Depth,         | 470               | SY    | \$ 8.00     | \$3,760.00     | 448                | \$3,584.00      |                                       | \$3,584.00                                 | 95.3%     | \$176.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 2                                   | Removal of all Existing Pavement Material to 18-1/2" Depth,     | 85                | SY    | \$ 21.00    | \$1,785.00     | 107                | \$2,247.00      |                                       | \$2,247.00                                 | 125.9%    | -\$462.00                 |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 3                                   | Sub-Base Installation, 3" Thick, Complete in Place              | 470               | SY    | \$ 5.90     | \$2,773.00     | 448                | \$2,643.20      |                                       | \$2,643.20                                 | 95.3%     | \$129.80                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 4                                   | Sub-Base Installation, 10" Thick, Complete in Place             | 85                | SY    | \$ 14.00    | \$1,190.00     | 107                | \$1,498.00      |                                       | \$1,498.00                                 | 125.9%    | -\$308.00                 |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 5                                   | Class IV, Type A Geotextile Material, Complete in Place         | 555               | SY    | \$ 2.10     | \$1,165.50     | 555                | \$1,165.50      |                                       | \$1,165.50                                 | 100.0%    |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 6                                   | 25 mm Superpave Base Course, 4" Thick, Complete in Place        | 555               | SY    | \$ 17.33    | \$9,618.15     | 555                | \$9,618.15      |                                       | \$9,618.15                                 | 100.0%    |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 7                                   | 19.0 mm Superpave Binder Course, 3" Thick, Complete in Place    | 555               | SY    | \$ 13.15    | \$7,298.25     | 555                | \$7,298.25      |                                       | \$7,298.25                                 | 100.0%    |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 8                                   | 9.5 mm Superpave Fine Grade Leveling Course, Complete in        | 50                | TON   | \$ 110.00   | \$5,500.00     | 129.72             | \$14,269.20     |                                       | \$14,269.20                                | 259.4%    | -\$8,769.20               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 9                                   | Cold Milling - 1-1/2" and Variable Depth, Complete in Place,    | 510               | SY    | \$ 6.70     | \$3,417.00     | 170                | \$1,139.00      |                                       | \$1,139.00                                 | 33.3%     | \$2,278.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 10                                  | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2" Thick,       | 5,035             | SY    | \$ 6.98     | \$35,144.30    | 5018               | \$35,025.64     |                                       | \$35,025.64                                | 99.7%     | \$118.66                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 11                                  | 12" Wide Trench Drain, Complete in Place,                       | 36                | LF    | \$ 310.00   | \$11,160.00    |                    |                 |                                       |  |           | \$11,160.00               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |

For (Contract): 2014 ROAD RESURFACING PROJECT  
 Application No: 5/1/14 - 6/1/14  
 Application Number: I  
 Application Date: June 12, 2014

| Bid Item No. | Item Description   | Bid Item Quantity | Units | Unit Price  | Bid Value (\$) | Quantity Installed | Installed Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
|--------------|--|-------------------|-------|-------------|----------------|--------------------|-----------------|---------------------------------------|--|-----------|---------------------------|
| 12           | ADA Handicap Ramps, Complete in Place                    | 125               | SF    | \$ 10.00    | \$1,250.00     | 150                | \$1,500.00      |                                       | \$1,500.00                                 | 120.0%    | -\$250.00                 |
| 13           | 24"x36" Truncated Dome, Cast in Place, Complete in Place | 30                | SF    | \$ 20.00    | \$600.00       | 36                 | \$720.00        |                                       | \$720.00                                   | 120.0%    | -\$120.00                 |
| 14           | Concrete Sidewalk Installation, Complete in Place        | 1,225             | SF    | \$ 9.00     | \$11,025.00    | 992                | \$8,928.00      |                                       | \$8,928.00                                 | 81.0%     | \$2,097.00                |
| 15           | Mobilization & Demobilization, Complete in Place         | 1                 | LS    | \$ 3,000.00 | \$3,000.00     | 0.5                | \$1,500.00      |                                       | \$1,500.00                                 | 50.0%     | \$1,500.00                |
| EW1          | 3' Wide Concrete Trench Drain                            |                   | LF    | \$ 155.00   |                | 40                 | \$6,200.00      |                                       | \$6,200.00                                 | 100.0%    |                           |
| EW2          | Remove & Replace Concrete Curb                           |                   | LF    | \$ 40.00    |                | 210                | \$8,400.00      |                                       | \$8,400.00                                 | 100.0%    |                           |
| EW3          | Riser Rings  |                   | UN    | \$ 577.00   |                | 2                  | \$1,154.00      |                                       | \$1,154.00                                 | 100.0%    |                           |
| EW4          | 2'x2' Frame & Grate                                      |                   | UN    | \$ 1,280.00 |                | 1                  | \$1,280.00      |                                       | \$1,280.00                                 | 100.0%    |                           |
| EW5          | HC Ramp Extra  |                   | LS    | \$ 400.00   |                | 1                  | \$400.00        |                                       | \$400.00                                   | 100.0%    |                           |
|              | ALTERNATE BID NO. 1 - POOL PARKING LOT                   |                   |       |             |                |                    |                 |                                       |  |           |                           |
| 1            | Resurfacing of the Pool Parking Lot, Complete in Place   | 1                 | LS    | \$2,400.00  | \$2,400.00     | 0.8                | \$1,920.00      |                                       | \$1,920.00                                 | 80.0%     | -\$480.00                 |



# Progress Estimate

# Contractor's Application

| Item                                |   | A                 |       |             |                |                    |                 |                                       |  |           |                           | B |  |  | C |  |  | D |  |  | E |  |  | F |  |  |
|-------------------------------------|---|-------------------|-------|-------------|----------------|--------------------|-----------------|---------------------------------------|--|-----------|---------------------------|---|--|--|---|--|--|---|--|--|---|--|--|---|--|--|
| Bid Item No.                        | Description   | Bid Item Quantity | Units | Unit Price  | Bid Value (\$) | Quantity Installed | Installed Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| <b>BASE BID PART 1</b>              |   |                   |       |             |                |                    |                 |                                       |  |           |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| <b>TEXAS AVENUE RECONSTRUCTION</b>  |   |                   |       |             |                |                    |                 |                                       |  |           |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 1                                   | Removal of all Existing Pavement Material to 18'-1/2" Depth.    | 828               | SY    | \$ 16.00    | \$13,248.00    |                    |                 |                                       |  |           | \$13,248.00               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 2                                   | Cold Milling - 1-1/2" Depth, Complete in Place.                 | 200               | SY    | \$ 6.70     | \$1,340.00     |                    |                 |                                       |  |           | \$1,340.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 3                                   | Generative Material, Complete in Place                          | 828               | SY    | \$ 2.10     | \$1,738.80     |                    |                 |                                       |  |           | \$1,738.80                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 4                                   | 4" Underdrain, Perforated ADS Pipe, Complete in Place           | 1,000             | LF    | \$ 8.10     | \$8,100.00     |                    |                 |                                       |  |           | \$8,100.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 5                                   | Sub-Base Installation, 10" Thick, Complete in Place             | 828               | SY    | \$ 12.00    | \$9,936.00     |                    |                 |                                       |  |           | \$9,936.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 6                                   | 25 mm Superpave Base Course, 4" Thick, Complete in Place        | 828               | SY    | \$ 17.55    | \$14,365.80    |                    |                 |                                       |  |           | \$14,365.80               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 7                                   | 19.0 mm Superpave Binder Course, 3" Thick, Complete in Place    | 828               | SY    | \$ 13.98    | \$11,575.44    |                    |                 |                                       |  |           | \$11,575.44               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 8                                   | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2" Thick,       | 1,000             | SY    | \$ 9.61     | \$9,610.00     |                    |                 |                                       |  |           | \$9,610.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 9                                   | ADA Handicap Ramps, Complete in Place                           | 200               | SF    | \$ 9.00     | \$1,800.00     |                    |                 |                                       |  |           | \$1,800.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 10                                  | 24"x36" Truncated Domes, Cur in Place, Complete in Place        | 48                | SF    | \$ 20.00    | \$960.00       |                    |                 |                                       |  |           | \$960.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 11                                  | Concrete Driveway Apron Replacement, Complete in Place          | 2,565             | SF    | \$ 8.00     | \$20,520.00    |                    |                 |                                       |  |           | \$20,520.00               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 12                                  | Concrete Sidewalk Replacement, Complete in Place                | 30                | SF    | \$ 9.50     | \$285.00       |                    |                 |                                       |  |           | \$285.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 13                                  | Asphalt Driveway Replacement, Complete in Place                 | 30                | SF    | \$ 4.00     | \$120.00       |                    |                 |                                       |  |           | \$120.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 14                                  | Removal & Replacement of Concrete Curb (Includes Depressed      | 1,000             | LF    | \$ 40.00    | \$40,000.00    |                    |                 |                                       |  |           | \$40,000.00               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 15                                  | Unsuitable Material Replacement, Complete in Place              | 50                | TON   | \$ 50.00    | \$2,500.00     |                    |                 |                                       |  |           | \$2,500.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 16                                  | Type M Inlet Construction - New Installation, 0'-8" depth.      | 3                 | UNIT  | \$ 3,200.00 | \$9,600.00     |                    |                 |                                       |  |           | \$9,600.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 17                                  | Type M Inlet Construction - Conversion of Existing Inlet, 0'-8" | 2                 | UNIT  | \$ 3,500.00 | \$7,000.00     |                    |                 |                                       |  |           | \$7,000.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 18                                  | 15" Corrugated HDPE Storm Sewer Installation, Complete in       | 55                | LF    | \$ 60.00    | \$3,300.00     |                    |                 |                                       |  |           | \$3,300.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 19                                  | 4 FT. Special Storm Inlet Construction - Conversion of Existing | 2                 | UNIT  | \$ 3,900.00 | \$7,800.00     |                    |                 |                                       |  |           | \$7,800.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 20                                  | Replacement or Installation of Roof Conductors, Complete in     | 50                | LF    | \$ 3.00     | \$150.00       |                    |                 |                                       |  |           | \$150.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 21                                  | Wye Branch PVC SDR-35 or SDR-26, 12'-14" Depth, Critical        | 3                 | UNIT  | \$ 2,100.00 | \$6,300.00     |                    |                 |                                       |  |           | \$6,300.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 22                                  | Installation of Traffic Striping - Complete in Place            | 1                 | LS    | \$ 750.00   | \$750.00       |                    |                 |                                       |  |           | \$750.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| <b>BASE BID PART 2</b>              |   |                   |       |             |                |                    |                 |                                       |  |           |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| <b>POOL PARKING LOT RESURFACING</b> |   |                   |       |             |                |                    |                 |                                       |  |           |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 1                                   | Removal of all Existing Pavement Material to 10" Depth.         | 470               | SY    | \$ 8.00     | \$3,760.00     | 448                | \$3,584.00      |                                       | \$3,584.00                                 | 95.3%     | \$176.00                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 2                                   | Removal of all Existing Pavement Material to 18'-1/2" Depth.    | 85                | SY    | \$ 21.00    | \$1,785.00     | 107                | \$2,247.00      |                                       | \$2,247.00                                 | 125.9%    | -\$462.00                 |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 3                                   | Sub-Base Installation, 3" Thick, Complete in Place              | 470               | SY    | \$ 5.80     | \$2,726.00     | 448                | \$2,643.20      |                                       | \$2,643.20                                 | 95.3%     | \$129.80                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 4                                   | Sub-Base Installation, 10" Thick, Complete in Place             | 85                | SY    | \$ 14.00    | \$1,190.00     | 107                | \$1,498.00      |                                       | \$1,498.00                                 | 125.9%    | -\$308.00                 |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 5                                   | Class IV, Type A Geotextile Material, Complete in Place         | 555               | SY    | \$ 2.10     | \$1,165.50     | 555                | \$1,165.50      |                                       | \$1,165.50                                 | 100.0%    |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 6                                   | 25 mm Superpave Base Course, 4" Thick, Complete in Place        | 555               | SY    | \$ 17.33    | \$9,618.15     | 555                | \$9,618.15      |                                       | \$9,618.15                                 | 100.0%    |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 7                                   | 19.0 mm Superpave Binder Course, 3" Thick, Complete in Place    | 555               | SY    | \$ 13.15    | \$7,298.25     | 555                | \$7,298.25      |                                       | \$7,298.25                                 | 100.0%    |                           |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 8                                   | 9.5 mm Superpave Fine Grade Leveling Course, Complete in        | 50                | TON   | \$ 110.00   | \$5,500.00     | 129.72             | \$14,269.20     |                                       | \$14,269.20                                | 259.4%    | -\$8,769.20               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 9                                   | Cold Milling - 1-1/2" and Variable Depth, Complete in Place.    | 510               | SY    | \$ 6.70     | \$3,417.00     | 170                | \$1,139.00      |                                       | \$1,139.00                                 | 33.3%     | \$2,278.00                |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 10                                  | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2" Thick,       | 5,035             | SY    | \$ 6.98     | \$35,144.30    | 5018               | \$35,025.64     |                                       | \$35,025.64                                | 99.7%     | \$118.66                  |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |
| 11                                  | 12" Wide Trench Drain, Complete in Place.                       | 36                | LF    | \$ 310.00   | \$11,160.00    |                    |                 |                                       |  |           | \$11,160.00               |   |  |  |   |  |  |   |  |  |   |  |  |   |  |  |

For (Contract): 2014 ROAD RESURFACING PROJECT  
 Application Fe 5/1/14 - 6/1/14  
 Application Number: I  
 Application Date: June 12, 2014

| Bid Item No. | Item Description   | Bid Item Quantity | Units | Unit Price  | Bid Value (\$) | Quantity Installed | Installed Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
|--------------|--|-------------------|-------|-------------|----------------|--------------------|-----------------|---------------------------------------|--|-----------|---------------------------|
| 12           | ADA Handicap Ramps, Complete in Place                    | 125               | SF    | \$ 10.00    | \$1,250.00     | 150                | \$1,500.00      |                                       | \$1,500.00                                 | 120.0%    | -\$250.00                 |
| 13           | 24"x36" Truncated Dome, Cast In Place, Complete in Place | 30                | SF    | \$ 20.00    | \$600.00       | 36                 | \$720.00        |                                       | \$720.00                                   | 120.0%    | -\$120.00                 |
| 14           | Concrete Sidewalk Installation, Complete in Place        | 1,225             | SF    | \$ 9.00     | \$11,025.00    | 992                | \$8,928.00      |                                       | \$8,928.00                                 | 81.0%     | \$2,097.00                |
| 15           | Mobilization & Demobilization, Complete in Place         | 1                 | LS    | \$ 3,000.00 | \$3,000.00     | 0.5                | \$1,500.00      |                                       | \$1,500.00                                 | 50.0%     | \$1,500.00                |
| EW1          | 3' Wide Concrete Trench Drain                            |                   | LF    | \$ 155.00   |                | 40                 | \$6,200.00      |                                       | \$6,200.00                                 | 100.0%    |                           |
| EW2          | Remove & Replace Concrete Curb                           |                   | LF    | \$ 40.00    |                | 210                | \$8,400.00      |                                       | \$8,400.00                                 | 100.0%    |                           |
| EW3          | Riser Rings  |                   | LN    | \$ 577.00   |                | 2                  | \$1,154.00      |                                       | \$1,154.00                                 | 100.0%    |                           |
| EW4          | 2'x2' Frame & Grate                                      |                   | LN    | \$ 1,280.00 |                | 1                  | \$1,280.00      |                                       | \$1,280.00                                 | 100.0%    |                           |
| EW5          | HC Ramp Extra  |                   | LS    | \$ 400.00   |                | 1                  | \$400.00        |                                       | \$400.00                                   | 100.0%    |                           |
|              | ALTERNATE BID NO. 1 - POOL PARKING LOT                   |                   |       |             |                |                    |                 |                                       |  |           |                           |
| 1            | Resurfacing of the Pool Parking Lot, Complete in Place   | 1                 | LS    | \$2,400.00  | \$2,400.00     | 0.8                | \$1,920.00      |                                       | \$1,920.00                                 | 80.0%     | \$480.00                  |

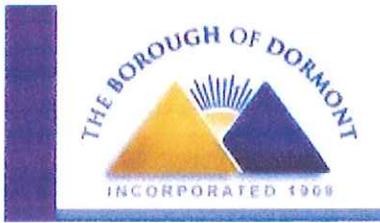


# Progress Estimate

# Contractor's Application

| For (Contract):                     |   | 2014 ROAD RESURFACING PROJECT |       | Application Number: |                | 1             |             |   |                    |                 |                                       |
|-------------------------------------|---|-------------------------------|-------|---------------------|----------------|---------------|-------------|---|--------------------|-----------------|---------------------------------------|
| Application No:                     |   | 5/1/14 - 6/1/14               |       | Application Date:   |                | June 12, 2014 |             |   |                    |                 |                                       |
| Bid Item No.                        | Item Description  | Bid Item Quantity             | Units | Unit Price          | Bid Value (\$) | C             | D           | E | F                  |                 |                                       |
|                                     |   |                               |       |                     |                |               |             |   | Quantity Installed | Installed Value | Materials Presently Stored (not in C) |
| <b>BASE BID PART 1</b>              |   |                               |       |                     |                |               |             |   |                    |                 |                                       |
| 1                                   | Removal of all Existing Pavement Material to 18-1/2" Depth.     | 828                           | SY    | \$ 16.00            | \$13,248.00    |               |             |   |                    |                 | \$13,248.00                           |
| 2                                   | Cold Milling - 1-1/2" Depth, Complete in Place.                 | 200                           | SY    | \$ 6.70             | \$1,340.00     |               |             |   |                    |                 | \$1,340.00                            |
| 3                                   | Geotextile Material, Complete in Place                          | 828                           | SY    | \$ 2.10             | \$1,738.80     |               |             |   |                    |                 | \$1,738.80                            |
| 4                                   | 4" Underdrain Perforated ADS Pipe, Complete in Place            | 1,000                         | LF    | \$ 8.10             | \$8,100.00     |               |             |   |                    |                 | \$8,100.00                            |
| 5                                   | Sub-Base Installation, 10" Thick, Complete in Place             | 828                           | SY    | \$ 12.00            | \$9,936.00     |               |             |   |                    |                 | \$9,936.00                            |
| 6                                   | 25 mm Superpave Base Course, 4" Thick, Complete in Place        | 828                           | SY    | \$ 17.35            | \$14,365.80    |               |             |   |                    |                 | \$14,365.80                           |
| 7                                   | 19.0 mm Superpave Binder Course, 3" Thick, Complete in Place    | 828                           | SY    | \$ 13.98            | \$11,572.44    |               |             |   |                    |                 | \$11,572.44                           |
| 8                                   | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2" Thick.       | 1,000                         | SY    | \$ 9.61             | \$9,610.00     |               |             |   |                    |                 | \$9,610.00                            |
| 9                                   | ADA Handicap Ramps, Complete in Place                           | 200                           | SF    | \$ 9.00             | \$1,800.00     |               |             |   |                    |                 | \$1,800.00                            |
| 10                                  | 24" X 36" Truncated Domes, Cast in Place, Complete in Place     | 48                            | SF    | \$ 20.00            | \$960.00       |               |             |   |                    |                 | \$960.00                              |
| 11                                  | Concrete Sidewalk Replacement, Complete in Place                | 2,565                         | SF    | \$ 8.00             | \$20,520.00    |               |             |   |                    |                 | \$20,520.00                           |
| 12                                  | Concrete Driveway Apron Replacement, Complete in Place          | 30                            | SF    | \$ 9.50             | \$285.00       |               |             |   |                    |                 | \$285.00                              |
| 13                                  | Asphalt Driveway Replacement, Complete in Place                 | 30                            | SF    | \$ 4.00             | \$120.00       |               |             |   |                    |                 | \$120.00                              |
| 14                                  | Removal & Replacement of Concrete Curb (Includes Depressed      |                               |       |                     |                |               |             |   |                    |                 |                                       |
| 15                                  | Unsuitable Material Replacement, Complete in Place              | 1,000                         | LF    | \$ 40.00            | \$40,000.00    |               |             |   |                    |                 | \$40,000.00                           |
| 16                                  | Type M Inlet Construction - New Installation, 0-8" depth.       | 3                             | UNIT  | \$ 3,200.00         | \$9,600.00     |               |             |   |                    |                 | \$9,600.00                            |
| 17                                  | Type M Inlet Construction - Conversion of Existing Inlet, 0-8"  | 2                             | UNIT  | \$ 3,500.00         | \$7,000.00     |               |             |   |                    |                 | \$7,000.00                            |
| 18                                  | 15" Corrugated HDPE Storm Sewer Installation, Complete in       | 55                            | LF    | \$ 60.00            | \$3,300.00     |               |             |   |                    |                 | \$3,300.00                            |
| 19                                  | 4 FT. Special Storm Inlet Construction - Conversion of Existing | 2                             | UNIT  | \$ 3,900.00         | \$7,800.00     |               |             |   |                    |                 | \$7,800.00                            |
| 20                                  | Replacement or Installation of Root Conductors, Complete in     | 50                            | LF    | \$ 3.00             | \$150.00       |               |             |   |                    |                 | \$150.00                              |
| 21                                  | Wye Branch PVC SDR-35 or SDR-26, 12-14" Depth, Critical         | 3                             | UNIT  | \$ 2,100.00         | \$6,300.00     |               |             |   |                    |                 | \$6,300.00                            |
| 22                                  | Installation of Traffic Stripings, Complete in Place            | 1                             | LS    | \$ 750.00           | \$750.00       |               |             |   |                    |                 | \$750.00                              |
| <b>BASE BID PART 2</b>              |   |                               |       |                     |                |               |             |   |                    |                 |                                       |
| <b>POOL PARKING LOT RESURFACING</b> |   |                               |       |                     |                |               |             |   |                    |                 |                                       |
| 1                                   | Removal of all Existing Pavement Material to 10" Depth.         | 470                           | SY    | \$ 8.00             | \$3,760.00     | 448           | \$3,584.00  |   | \$3,584.00         | 95.3%           | \$176.00                              |
| 2                                   | Removal of all Existing Pavement Material to 18-1/2" Depth.     | 85                            | SY    | \$ 21.00            | \$1,785.00     | 107           | \$2,247.00  |   | \$2,247.00         | 125.9%          | -\$462.00                             |
| 3                                   | Sub-Base Installation, 3" Thick, Complete in Place              | 470                           | SY    | \$ 5.90             | \$2,773.00     | 448           | \$2,643.20  |   | \$2,643.20         | 95.3%           | \$129.80                              |
| 4                                   | Sub-Base Installation, 10" Thick, Complete in Place             | 85                            | SY    | \$ 14.00            | \$1,190.00     | 107           | \$1,498.00  |   | \$1,498.00         | 125.9%          | -\$308.00                             |
| 5                                   | Class IV, Type A Geotextile Material, Complete in Place         | 555                           | SY    | \$ 2.10             | \$1,165.50     | 555           | \$1,165.50  |   | \$1,165.50         | 100.0%          |                                       |
| 6                                   | 25 mm Superpave Base Course, 4" Thick, Complete in Place        | 555                           | SY    | \$ 17.35            | \$9,618.15     | 555           | \$9,618.15  |   | \$9,618.15         | 100.0%          |                                       |
| 7                                   | 19.0 mm Superpave Binder Course, 3" Thick, Complete in Place    | 555                           | SY    | \$ 13.15            | \$7,298.25     | 555           | \$7,298.25  |   | \$7,298.25         | 100.0%          |                                       |
| 8                                   | 9.5 mm Superpave Fine Grade Leveling Course, Complete in        | 50                            | TON   | \$ 110.00           | \$5,500.00     | 129.72        | \$14,269.20 |   | \$14,269.20        | 259.4%          | -\$8,769.20                           |
| 9                                   | Cold Milling - 1-1/2" and Variable Depth, Complete in Place.    | 510                           | SY    | \$ 6.70             | \$3,417.00     | 170           | \$1,139.00  |   | \$1,139.00         | 33.3%           | \$2,278.00                            |
| 10                                  | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2" Thick.       | 5,035                         | SY    | \$ 6.98             | \$35,144.30    | 5,018         | \$35,025.64 |   | \$35,025.64        | 99.7%           | \$118.66                              |
| 11                                  | 12" Wide Trench Drain, Complete in Place.                       | 36                            | LF    | \$ 310.00           | \$11,160.00    |               |             |   |                    |                 | \$11,160.00                           |

| Bid Item No. | Item Description  | Bid Item Quantity | Units | Unit Price  | Bid Value (\$) | Quantity Installed | Installed Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
|--------------|---|-------------------|-------|-------------|----------------|--------------------|-----------------|---------------------------------------|--|-----------|---------------------------|
| 12           | ADA Handicap Ramps, Complete in Place   | 125               | SF    | \$ 10.00    | \$1,250.00     | 150                | \$1,500.00      |                                       | \$1,500.00                                 | 120.0%    | -\$250.00                 |
| 13           | 24"X36" Truncated Dome, Cast in Place, Complete in Place                                      | 30                | SF    | \$ 20.00    | \$600.00       | 36                 | \$720.00        |                                       | \$720.00                                   | 120.0%    | -\$120.00                 |
| 14           | Concrete Sidewalk Installation, Complete in Place   | 1,225             | SF    | \$ 9.00     | \$11,025.00    | 992                | \$8,928.00      |                                       | \$8,928.00                                 | 81.0%     | \$2,097.00                |
| 15           | Mobilization & Demobilization - Complete in Place   | 1                 | LS    | \$ 3,000.00 | \$3,000.00     | 0.5                | \$1,500.00      |                                       | \$1,500.00                                 | 50.0%     | \$1,500.00                |
| EW1          | 3' Wide Concrete Trench Drain   |                   | LF    | \$ 155.00   |                | 40                 | \$6,200.00      |                                       | \$6,200.00                                 | 100.0%    |                           |
| EW2          | Remove & Replace Concrete Curb  |                   | LF    | \$ 40.00    |                | 210                | \$8,400.00      |                                       | \$8,400.00                                 | 100.0%    |                           |
| EW3          | Riser Rings   |                   | LN    | \$ 577.00   |                | 2                  | \$1,154.00      |                                       | \$1,154.00                                 | 100.0%    |                           |
| EW4          | 2' X2' Frame & Grate  |                   | LN    | \$ 1,280.00 |                | 1                  | \$1,280.00      |                                       | \$1,280.00                                 | 100.0%    |                           |
| EW5          | HC Ramp Extra   |                   | LS    | \$ 400.00   |                | 1                  | \$400.00        |                                       | \$400.00                                   | 100.0%    |                           |
| 1            | ALTERNATE BID NO. 1 - POOL PARKING LOT Resurfacing of the Pool Parking Lot, Complete in Place | 1                 | LS    | \$2,400.00  | \$2,400.00     | 0.8                | \$1,920.00      |                                       | \$1,920.00                                 | 80.0%     | \$480.00                  |



**MEMORANDUM**

**Date:** June 25, 2014

**To:** Jeff Naftal, Borough Manager

**From:** Wayne R. McVicar, P.E., Borough Engineer 

**Subject:** **RECOMMENDATION FOR PAYMENT**  
**Schaff Excavating Contractors, Inc.**  
**1218 Dormont Avenue Demolition**  
**Application for Payment**

---

I am in receipt of an invoice from the contractor, Schaff Excavating Contractors, Inc., requesting payment. The payment request is in the amount of \$19,300.00 for work performed under the project referenced above.

Attached is a copy of the invoice. I have reviewed the invoice and find that the payment request is accurate and consistent with the approved proposal.

As a result of my review of the payment requests, in accordance with their proposal, I would recommend payment in the amount of \$19,300.00 to the contractor, Schaff Excavating Contractors, Inc.

SCHAAF EXCAVATING CONTRACTORS INC.

1800 TRIPHAMMER RD  
SOUTH PARK, PA 15129

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 6/24/2014 | 936       |

| Bill To   |
|---|
| BOROUGH OF DORMONT<br>1444 HILLSDALE AVE<br>PGH, PA 15216<br>412-561-8900<br>1218 DORMONT AVE |

| Description  | Amount                   |
|--|--------------------------|
| TO DEMOLISH STRUCTURE AND DETACHED AT 1218 DORMONT AVE PITTSBURGH PA 15216. ALL COMBUSTIBLE DEBRIS WERE LOADED OUT. THE WATER AND SEWER LINES WERE CAPPED AT THE FOUNDATIONS EXIT (PER COUNTY SPECS). THE VOID WAS BACKFILLED WITH CLEAN FILL AND GRADED TO EXISTING TERRAIN. ALSO THE LOT WAS SEEDED AND STRAWED. | 19,300.00                |
| ANY QUESTIONS PLEASE CALL TIM 412-670-1980 FAX IS 724-348-6868, TH2524@MSN.COM   | <b>Total</b> \$19,300.00 |

# Joseph A. Garfold

Phone: [REDACTED] Email: [REDACTED]

**Objective** Labor position desired. Physically strong and mechanically inclined. A team player with Excellent interpersonal skills, with the ability to learn new tasks quickly.

**Experience** *Best Feeds Outdoor Design*, 1410 Wildwood Road, Gibsonia, PA 15044

Landscaper, August 2012 - Present

- Specialized in landscape design and installation.
- Renovation for residential and commercial properties.
- Tasks included plant installation and removal, mulching, and tree removal.
- "Hardscape" installation such as patios, retaining walls, or natural stone features.
- Selected to Participate in the construction of the "Millvale Bio-swale" project.
- The 3 month water drainage project included road safety & heavy equipment skills.
- Heavy equipment skills include both Gehl and Bobcat skid loaders.
- Experience with dump trucks and Kabota front loading tractors
- To include "Dingo", a walk behind loader and caterpillar excavators.

*Lovertl Landscaping*, 570 Sangree Road, Pittsburgh, PA 15237

Landscaper, June 2010 - August 2012

- Lawn care and maintenance, such as mulching and trim work.
- Performed excavation around gas, water and electric lines.
- Light maintenance duties such as painting, dry wall work, and assisted with the construction of room additions.

*Laurel Gardens Tire Service*, 163 Sixth Avenue, Pittsburgh, PA 15229

Garage maintenance worker, October 2008 - January 2009

- Performed service crew functions such as changing and rotating tires.
- Practiced time management and deadline situations.
- Adhered to required garage safety and vehicle management.

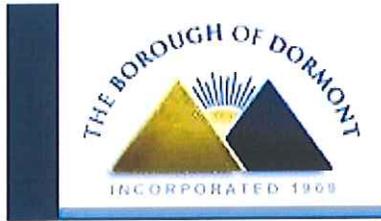
**Education** North Hills High School  
Pittsburgh, PA 15229  
2010 graduate/diploma

Community College of Allegheny County, North Campus  
Pittsburgh, PA 15237  
Two semesters completed

**Computer skills** Microsoft Word, Excel, Outlook, Internet Explorer

**References** Charlotte Kreider - Station Engineer/Dice Station

Joseph A. Garfold



## MEMORANDUM

**Date:** June 27, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Resolution No. 14-2014 – Authorizing Submittal of the PA Flood Mitigation Program Grant – Athens Alley

---

### Background:

In late 2012, Council approved the hiring of Hazen and Sawyer, an engineering firm, to perform an analysis of the Athens Alley flooding situation and to provide alternatives for Council consideration. In July of 2013, Council heard the final recommendations from Hazen and Sawyer which followed two public meetings to solicit public comment. At that meeting, Council selected a method for resolving the flooding problems but because the cost of that work was approximately \$400,000, no further action was taken. In late March of this year, we received word that the State of Pennsylvania had opened up a Flood Mitigation Program grant cycle. These grants would cover the Athens Alley project with only a 15% match from the Borough. Council authorized this submittal at the May 5, 2014 Council Meeting.

### Discussion:

The grant submittal requires a formal resolution from the Borough authorizing the submittal and designating who can sign agreements should the grant be awarded. That resolution, No. 14-2014, is attached to this report for your review. The only new information is that we now have a formal amount for the grant, which is \$445,968. Our match will be \$78,700 for a total project cost of \$524,668. Most of this match will come from our payments to Hazen & Sawyer and the balance will come from staff time during the project.

### Recommendation:

I recommend that Council approve Resolution No. 14-2014 authorizing submittal of the Flood Mitigation Program grant.

JN

Attachment



## **BOROUGH OF DORMONT**

### **RESOLUTION 14-2014 FLOOD MITIGATION GRANT SUBMISSION APPROVAL**

**A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING SUBMITTAL OF A FLOOD MITIGATION GRANT FROM THE COMMONWEALTH OF PENNSYLVANIA.**

**Be it RESOLVED, that the Borough of Dormont of Allegheny County hereby requests a Flood Mitigation grant of \$445,968 from the Commonwealth Financing Authority of the Commonwealth of Pennsylvania to be used for the Athens Alley Stormwater Mitigation Project.**

**Be it FURTHER RESOLVED, that the Applicant does hereby designate Jeffrey Naftal, Borough Manager, and Willard McCartney, Council President, as the official(s) to execute all documents and agreements between the Borough of Dormont and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.**

**I, Jeffrey Naftal, duly qualified Borough Manager/Secretary of the Borough of Dormont, Allegheny County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Dormont Borough Council at a regular meeting held July 7, 2014 and said Resolution has been recorded in the Minutes of the Borough of Dormont and remains in effect as of this date.**

**IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of Dormont, this 7<sup>th</sup> day of July, 2014.**

**Borough of Dormont**

**Allegheny County**

---

**Borough Manager/Secretary**



## MEMORANDUM

**Date:** June 17, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Fire Union Contract Extension

---

### Background:

In January of 2013, Council approved a new contract with the Fire Union. This contract was for three years, 2013, 2014 and 2015 and is set to expire on December 31, 2015.

### Discussion:

The Fire Union approached me shortly after Council approved an extension of the Police Union contract about the possibility of extending their contract for four (4) years. In exchange, they would agree to lock in their Cost of Living Increase (COLA) at 3% for each of the extra four years, the same rate as they receive for the already approved three years of the existing contract and the same rate as previously approved for the Police Union. The total cost to the Borough over the four years of the extension will be \$38,159.63. As we discussed at our Executive Session on this matter, the likelihood is that we would end up negotiating a new contract in 2015 that would include the same raise or possibly even higher should the economy continue to rebound. And arbitration awards, should we fail to reach an agreement, are trending in the 2.5% to 3% range as well.

The union also agreed to take their uniform allowance as a lump sum at the beginning of the year instead of having the Borough generate invoices almost every week for individual officer uniforms. In exchange for that, they asked for \$75 per year increases in the extended four years of the contract which would bring their allowance from \$575 to \$875 per year by FY 2019. For the 4 Fire Apparatus Officers, that would increase the Police Department budget by \$300 in each year of the extension and a total of \$1,200 by 2019.

The advantages to the Fire Union with this extension are the added uniform allowance and the stability of knowing what their raises will be through 2019. For the Borough, we avoid staff costs and check printing costs for paying the uniform allowance out as a lump sum; we gain labor stability for a seven year period with the Fire Union; and we continue to stagger our union contracts so that we don't need to negotiate four contracts in the same year. If this extension passes, we will have the Teamsters agreement expire at the end of 2015, the Laborers agreement expire at the end of 2016, the Police agreement expire at the end of 2017, and the Fire agreement at the end of 2019. This makes it easier to negotiate and focus and it provides the Borough leverage on the earlier contracts as salary increases for 2017 and 2019 will have already been set.

The attached Police Union Contract includes all revisions discussed above. Specifically the changes are:

Article II: Pages 2 and 3 shows the pay schedules for 2016 through 2019.

Article II: Page 8 shows the revised uniform allowance changes.

Recommendation:

I recommend that Council approve a contract extension with the Fire Union and the Borough that extends their contract through December 31, 2019 as outlined above.

JN

Attachment

Cc: Jeff Arnold, Fire Chief  
Fire Union

**AGREEMENT**

**BETWEEN**

**THE BOROUGH OF DORMONT**

**AND**

**THE DESK OFFICERS/  
FIRE APPARATUS OPERATORS**

**JANUARY 1, 2014 – DECEMBER 31, 2019**

**AGREEMENT BETWEEN  
THE BOROUGH OF DORMONT  
AND**

**THE DESK OFFICERS/FIRE APPARATUS OPERATORS**

**I. TERM OF AGREEMENT**

The term of this Agreement shall be six (6) years from January 1, 2014 through December 31, 2019.

**II. COMPENSATION**

**A. WAGES**

Wages for Officers shall be as follows:

**FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014  
HIRED BEFORE JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 5: | 100% | \$57,498.33 yearly | \$27.64 hourly |
|---------|------|--------------------|----------------|

**FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014  
HIRED AFTER JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 1: | 60%  | \$31,046.25 yearly | \$14.93 hourly |
| Step 2: | 70%  | \$36,220.63 yearly | \$17.41 hourly |
| Step 3: | 80%  | \$41,395.00 yearly | \$19.90 hourly |
| Step 4: | 90%  | \$46,569.37 yearly | \$22.39 hourly |
| Step 5: | 100% | \$51,743.74 yearly | \$24.88 hourly |

**FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015  
HIRED BEFORE JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 5: | 100% | \$59,223.28 yearly | \$28.47 hourly |
|---------|------|--------------------|----------------|

**FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015  
HIRED AFTER JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 1: | 60%  | \$31,977.63 yearly | \$15.37 hourly |
| Step 2: | 70%  | \$37,307.24 yearly | \$17.94 hourly |
| Step 3: | 80%  | \$42,636.85 yearly | \$20.50 hourly |
| Step 4: | 90%  | \$47,966.45 yearly | \$23.06 hourly |
| Step 5: | 100% | \$53,296.06 yearly | \$25.62 hourly |

**FROM JANUARY 1, 2016 THROUGH DECEMBER 31, 2016  
HIRED BEFORE JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 5: | 100% | \$60,999.98 yearly | \$29.33 hourly |
|---------|------|--------------------|----------------|

**FROM JANUARY 1, 2016 THROUGH DECEMBER 31, 2016  
HIRED AFTER JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 1: | 60%  | \$32,936.96 yearly | \$15.83 hourly |
| Step 2: | 70%  | \$38,426.46 yearly | \$18.48 hourly |
| Step 3: | 80%  | \$43,915.96 yearly | \$21.12 hourly |
| Step 4: | 90%  | \$49,130.43 yearly | \$23.75 hourly |
| Step 5: | 100% | \$54,894.94 yearly | \$26.39 hourly |

**FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017  
HIRED BEFORE JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 5: | 100% | \$62,829.98 yearly | \$30.21 hourly |
|---------|------|--------------------|----------------|

**FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017  
HIRED AFTER JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 1: | 60%  | \$33,925.07 yearly | \$16.30 hourly |
| Step 2: | 70%  | \$39,579.25 yearly | \$19.03 hourly |
| Step 3: | 80%  | \$45,233.44 yearly | \$21.75 hourly |
| Step 4: | 90%  | \$50,604.34 yearly | \$24.46 hourly |
| Step 5: | 100% | \$56,541.79 yearly | \$27.18 hourly |

**FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2018  
HIRED BEFORE JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 5: | 100% | \$64,714.88 yearly | \$31.12 hourly |
|---------|------|--------------------|----------------|

**FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2018  
HIRED AFTER JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 1: | 60%  | \$34,942.82 yearly | \$16.79 hourly |
| Step 2: | 70%  | \$40,766.63 yearly | \$19.60 hourly |
| Step 3: | 80%  | \$46,590.44 yearly | \$22.40 hourly |
| Step 4: | 90%  | \$52,122.47 yearly | \$25.19 hourly |
| Step 5: | 100% | \$58,238.04 yearly | \$28.00 hourly |

**FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019  
HIRED BEFORE JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 5: | 100% | \$66,656.33 yearly | \$32.05 hourly |
|---------|------|--------------------|----------------|

**FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019  
HIRED AFTER JANUARY 1, 2003**

|         |      |                    |                |
|---------|------|--------------------|----------------|
| Step 1: | 60%  | \$35,991.10 yearly | \$17.29 hourly |
| Step 2: | 70%  | \$41,989.63 yearly | \$20.19 hourly |
| Step 3: | 80%  | \$47,988.15 yearly | \$23.07 hourly |
| Step 4: | 90%  | \$53,686.14 yearly | \$25.95 hourly |
| Step 5: | 100% | \$59,985.18 yearly | \$28.84 hourly |

All salaries are keyed off of a Desk Officer/Fire Apparatus Operator who has completed four (4) years of service. New hires are paid at 60% of that rate. Bargaining unit members who have completed one (1) year of service with the Borough are paid 75% of that rate. Bargaining unit members who have completed two (2) years of service with the Borough are paid at 80% of that rate. Bargaining unit members who have completed three (3) years of service with the Borough shall be paid at 90% of that rate. Bargaining unit members who have completed four (4) years of service with the Borough are paid at 100% of that rate.

## **B. LONGEVITY**

In addition to wages, full-time Desk Officers/Fire Apparatus Operators shall receive, based upon past service, the following yearly longevity pay, to be paid annually on employee's employment anniversary date: During an employee's first four years of employment, he/she shall receive no longevity benefit. During the fifth year of a full-time Desk Officers/Fire Apparatus Operator's employment, he/she shall receive Two Hundred (\$200) Dollars as a longevity payment on the anniversary date of the officer's employment.

Therefore, the longevity payment shall increase Seventy-Five (\$75) Dollars per year of service to a maximum of One Thousand Seven Hundred (\$1,700) Dollars.

### **C. HOURS OF WORK AND OVERTIME PAY**

Full-time Desk Officers/Fire Apparatus Operators, including new hires, may be required to work one additional 8-hour shift in a 28-day period which will be used to cover the 21<sup>st</sup> shift each week. (The 21<sup>st</sup> shift will be scheduled in advance and will be fixed in a rotation with each full-time Desk Officer/Fire Apparatus Operator covering one extra 21<sup>st</sup> shift every four weeks at the regular hourly rate.) If a scheduled Desk Officer/Fire Apparatus Operator is off on the 21<sup>st</sup> shift for any reason, the shift may be filled with a part-timer or Desk Officer/Fire Apparatus Operator under the procedure which exists in the current contract. Overtime shall be paid based on the Fair Labor Standards Act exemption for Firefighters (the 7K Schedule) and will be paid for all hours over 53 in a 7-day period. For the purposes of overtime, hours worked shall specifically include any vacation or compensatory time utilized but shall not include sick time.

### **D. SHIFT DIFFERENTIAL**

Full-time Desk Officers/Fire Apparatus Operators shall receive a shift differential of \$.25/hr for the 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shifts.

**E. COMPENSATORY TIME**

Full-time Desk Officers/Fire Apparatus Operators may elect to take compensatory time off in lieu of payment for overtime, providing that an employee may not accumulate more than forty (40) hours of compensatory time off. Compensatory time off is to be computed at a rate of time-and-one-half, i.e., for each overtime hour worked, an officers gets one and 1-1/2 hours off. Any overtime accumulated beyond the forty (40) hours shall be paid to the employee at a rate of 1-1/2 times the regular rate. The employee is required to provide at least five (5) days notice to the Chief of Police (or his duly-appointed designate) prior to scheduling any compensatory time. Court time and training time must be compensated and may not be elected for compensatory time.

**F. MISCELLANEOUS COMPENSATION**

**1. Education Pay**

Upon the attainment of any of the following degrees in an educational field of endeavor, compensation shall be paid to full-time Desk Officers/Fire Apparatus Operators at the following rates:

| <b>Completion of:</b> | <b>Annual Lump Sum Payment</b> |
|-----------------------|--------------------------------|
| Associate's Degree    | \$200.00                       |
| Bachelor's Degree     | \$300.00                       |
| Master's Degree       | \$400.00                       |

This payment shall be based on the scheduled amount of the highest level of education attained and shall not be construed to be cumulative.

**2. Fire Calls**

Full-time Desk Officers/Fire Apparatus Operators called out to a fire scene, when they are in off-duty status, shall be guaranteed two hours' pay at the rate of time and one-half times their regular hourly straight time base rate of pay. Hours worked on such a call in excess of two hours shall be compensated at the rate of time and one-half times regular hourly straight time base rate of pay.

Employees who are called out for a fire call remain for the entire hour for which they are being compensated until relieved of duty by management.

**3. Uniform Allowance**

When a new full-time Desk Officer/Fire Apparatus Operator is hired, the Borough will provide initial Turnout Gear and three sets of Desk Uniforms (shirts/trousers) and one pair of boots/shoes, one work belt, one light jacket, one winter jacket, and three work T-shirts (used while doing labor at Fire Garage). The employee will return all uniform and equipment items should the employee leave the employment of the Borough within three (3) years.

The Annual Uniform Allowance shall be as follows:

|       |                                    |          |
|-------|------------------------------------|----------|
| 2014: | 2 <sup>nd</sup> year of employment | \$325.00 |
|       | 3 <sup>rd</sup> year of employment | \$425.00 |
|       | 4 <sup>th</sup> year of employment | \$575.00 |
| 2015: | 2 <sup>nd</sup> year of employment | \$325.00 |
|       | 3 <sup>rd</sup> year of employment | \$425.00 |
|       | 4 <sup>th</sup> year of employment | \$575.00 |
| 2016: | 2 <sup>nd</sup> year of employment | \$400.00 |
|       | 3 <sup>rd</sup> year of employment | \$500.00 |
|       | 4 <sup>th</sup> year of employment | \$650.00 |
| 2017: | 2 <sup>nd</sup> year of employment | \$475.00 |
|       | 3 <sup>rd</sup> year of employment | \$575.00 |
|       | 4 <sup>th</sup> year of employment | \$725.00 |
| 2018: | 2 <sup>nd</sup> year of employment | \$550.00 |
|       | 3 <sup>rd</sup> year of employment | \$650.00 |
|       | 4 <sup>th</sup> year of employment | \$800.00 |
| 2019: | 2 <sup>nd</sup> year of employment | \$625.00 |
|       | 3 <sup>rd</sup> year of employment | \$725.00 |
|       | 4 <sup>th</sup> year of employment | \$875.00 |

Uniform Allowance will be granted and made available on the 1<sup>st</sup> day of the Calendar Year and will be pro-rated during times that an employee is off on Worker's Compensation, sick time, or any other contractually-agreed absence in excess of sixty (60) days per Calendar Year. In addition, the Borough will replace the Turnout Gear "as needed" through application to the Borough Manager. Replacement of the Turnout Gear is excluded from the Uniform Allowance.

All invoices for uniform purchases must be in the Borough Office on or before December 15 to be credited against the Calendar Year in which the purchase was made. Invoices received after December 15 shall be charged against the succeeding year's uniform allotment.

Each employee's unexpended uniform allotment for a given year shall revert to the Borough if not expended within that year with the exception that upon approval of the Chief of Police, an employee may carry over up to One Hundred Fifty (\$150) Dollars of the allotment to the following year, PROVIDED THAT the total of the carryover amount for the succeeding year's allocation does not exceed the maximum 4<sup>th</sup> year rate for the year in question.

#### **4. Reimbursable Expenses**

Compensation associated with training, conferences, and other work-related expenses shall be reimbursed by the Borough provided that it:

1. *is pre-approved by the Borough Manager and a recommendation of the Fire chief;*
2. *documented by receipts;*
3. *a necessary and allowable expense for meals, board or mileage; and*
4. *presented on a department expense voucher.*

Mileage will be paid at the official IRS rate per mile for use of a private vehicle.

All mileage shall be calculated from the Borough Building.

**G. FIRE TRAINING**

Each full-time Desk Officer/Fire Apparatus Operator may attend a minimum of forty (40) hours per year for inside training. Inside training shall include any training with the Mt. Lebanon Fire Department. Any additional inside training beyond the forty (40) hours per year minimum will require approval by the Borough Manager. Upon request, quarterly meetings will occur between the Fire Chief, Desk Officers/Fire Apparatus Operators, and Borough Manager to discuss, in good faith, upcoming outside training. Any outside training, including any training with the Mt. Lebanon Fire Department, must be approved as appropriate and beneficial to the Department and the Community by the Fire Chief and Borough Manager.

The employer may adjust the Apparatus Operator's scheduled work week so that the attendance at the training sessions falls within his/her normal forty (40) hour work week. The employer may substitute a part-time desk officer to work part of the Operator's scheduled forty (40) hour week so the Operator can attend this meeting during a non-scheduled part of the work week.

The Operator shall give the employer two (2) weeks notice of his/her intention to attend a fire training drill so that the employer will have the

opportunity to adjust the schedule to avoid overtime payments to the Operators for fire training.

**III. BENEFITS**

**A. VACATIONS**

The following vacation schedule for current full-time Desk Officers/Fire Apparatus Operators shall be adhered to, based upon years of service:

|                               |                 |
|-------------------------------|-----------------|
| 1 through 4 years completed   | 10 working days |
| 5 through 12 years completed  | 15 working days |
| 13 through 25 years completed | 20 working days |
| Over 25 years                 | 27 working days |

For full-time Desk Officers/Fire Apparatus Operators hired after January 1, 2003, the following vacation schedule shall apply:

|                              |                 |
|------------------------------|-----------------|
| 1 through 7 years completed  | 10 working days |
| 8 through 14 years completed | 15 working days |
| 15 years completed and over  | 20 working days |

Procedures for the selection of vacations set forth in Section IV – Working Conditions.

## **B. HOLIDAYS**

There will be eleven (11) paid holidays a year for full-time Desk

Officers/Fire Apparatus Operators, these Holidays being:

- |                    |                               |
|--------------------|-------------------------------|
| 1. New Year's Day  | 7. Veteran's Day              |
| 2. Good Friday     | 8. Thanksgiving Day           |
| 3. Easter          | 9. Day Following Thanksgiving |
| 4. Memorial Day    | 10. Christmas Eve             |
| 5. Independent Day | 11. Christmas Day             |
| 6. Labor Day       |                               |

It is agreed that because departmental operations do not allow these days to be taken as time off when they occur, each full-time Desk Officer/Fire Apparatus Operator will receive, in addition to the regular pay for each day as it is worked, a lump-sum payment computed at the straight hourly rate of pay for all eleven (11) holidays. This lump-sum payment will be included as part of the final pay for the month of October in each Calendar Year. On Christmas Eve and Thanksgiving Day holidays, a full-time Desk Officer/Fire Apparatus Operator will be paid time and one-half in addition to the holiday benefit itself when the bargaining unit employee actually works on the holiday.

## **C. SICK LEAVE**

1. Full-time Desk Officer/Fire Apparatus Operators hired prior to January 1, 2003 shall be entitled to fifteen (15) days of sick leave per year. The annual grant of sick leave shall be made on the first day of each Calendar year.

Sick leave days which are not utilized shall be accumulated without limitation. At retirement, the Borough will buy back from full-time Desk Officers/Fire Apparatus Operators unused sick leave at a rate of Twenty-Five (\$25) Dollars per day up to a maximum of one hundred fifty (150) days. Employees may “sell back” to the Borough up to five (5) days of sick leave for the current year’s allotment of sick days at a full rate (i.e. current base pay) to be received with the first pay in December.

2. Full-time Desk Officers/Fire Apparatus Officers hired after January 1, 2003 shall be granted one (1) sick day every five (5) weeks of employment during the first year of employment until the end of the Calendar Year. Thereafter, on the first day of the new Calendar Year, new Officers shall receive ten (10) sick days. Sick leave days which are not utilized shall be accumulated without limitation. They shall be able to sell back up to five (5) unused sick days per year as defined in Paragraph 1 above. At retirement, the Borough will buy back unused sick leave from new full-time employees at a rate of Twenty-Five (\$25) Dollars per day up to a maximum of ninety (90) days. Effective January 1, 2012, the Borough will buy back from full-time Desk Officers/Fire Apparatus Operators at retirement unused sick leave at the rate of Fifty (\$50) Dollars per day up to a maximum of ninety (90) days.

3. Any employee who is absent more than three (3) consecutive days because of illness may be required to submit to the Chief of Police a physician's certificate verifying that such absence was due to illness and that said employee is physically fit to return to duty. In addition, the Borough reserves the right to have any employee who has been off work three (3) or more consecutive days due to an alleged illness examined by a physician of the Borough's own choice. In the event that the Borough exercises its option to have such an employee so examined, said employee shall not be permitted to return to duty until the Borough's physician certifies that he is physically fit for duty. Any employee failing to submit the aforesaid physician's certificate within seven (7) days after returning to duty or who refuses to be examined by the Borough's physician shall not be paid for the days he was absent. An employee qualifying for the aforesaid sick leave benefits shall be paid an amount equal to the regular salary he/she would have been paid had he/she worked, for each day the employee was absent due to illness.

4. Each employee shall be advised in writing by February 28<sup>th</sup> of each year as to his/her total accumulated sick leave.

5. Sick leave may be utilized in increments of four (4) hours when the employee is incapacitated by sickness or non-work related injury, or for

medical, dental, optical or chiropractic visits. Sick leave may also be used to attend to either personal or family illnesses, injuries, medical, dental, optical or chiropractic visits. Family is limited to spouse, children, mother, father, mother-in-law, and father-in-law.

6. After the first three illnesses within a calendar year in which an employee has used one or more sick days, any successive requirements for use of a sick day shall require that the employee notify the Police Desk of the nature of the problem necessitating the use of the sick day. In addition, a telephone number will be left with the Police Desk so that a contact point is had for the employee. Should the employee be required to leave his/her home or hospital, he/she will notify the Police Desk of that fact. The employee will also grant access to any visiting supervising officer at any reasonable hour and fully and accurately inform him/her of the nature of the illness or injury.

7. An employee on extended disability as of the first of the Calendar Year shall not receive the annual grant of sick days until he is certified by a physician of the Borough's choice for return to full duty.

#### **D. BEREAVEMENT LEAVE**

In the event of the death of a full-time Desk Officer/Fire Apparatus Operator's father, mother, son, daughter, sister, brother, wife, father-in-law or

mother-in-law, said employee shall be entitled to an emergency leave of five (5) working days at regular pay.

**E. ON-DUTY DISABILITY PAY**

Any employee who is injured in the performance of his duties on behalf of the Borough and by reason thereof is temporarily incapacitated from performing his Borough duties, shall be paid by the Borough his full rate of salary to the extent required by law. During the time salary for temporary incapacity shall be paid by the Borough, any worker's compensation received or collected by any such employee for such period shall be turned over to the Borough, and if such payment shall not be so made by the employee, the amount so due the Borough shall be deducted from any salary then or thereafter becoming due and owing.

**F. INSURANCE**

**1. Off-Duty Long Term Disability**

a. The Borough shall provide an insurance policy for the full-time Desk Officers/Fire Apparatus Operators providing off-duty long-term disability benefits whereby an employee who is injured off the job or suffers an extended illness shall receive, after a ninety (90) day waiting period, a benefit equivalent to two-thirds (2/3) of his base pay. The Borough shall assume 100% of the cost of that benefit. It is agreed that any policy provided shall contain the provision that any benefit amount due is payable until the death of the employee or age 65, whichever occurs first.

b. It is understood and agreed that a full-time Desk Officer/Fire Apparatus Operator cannot receive both the sick leave pay from the Borough and the benefit provided by the Borough under the aforesaid disability policy for the same periods of time. During any such overlapping periods, the Borough shall deduct from the employee's pay an amount equal to the benefit which he is entitled to receive under the aforesaid insurance policy.

c. It is agreed that an employee cannot use any of his accumulated sick time if he is injured during the course of secondary, non work-related employment.

## **2. Health Insurance**

a. The Borough shall provide the Highmark PPO Blue Plan with no in-network deductible to all eligible bargaining unit members. The Borough shall pay the cost of the premium. Employees shall be responsible for all of their own co-pays.

The Borough of Dormont may, in order to reduce costs or cost increases, change plans and/or carriers to "substantially comparable" coverage. "Substantially comparable" coverage in this contract does not mean equal or equivalent. The Union, however, retains the right to grieve the Borough's determination that a plan and/or carrier is "substantially comparable." When the Borough decides to change the plan or carrier, it will provide the Union with details of the current plan and the new "substantially comparable" plan. If the Union does not agree that the plan or carrier selected by the Borough is "substantially comparable," it will so state, in writing, to the Borough within fourteen (14) calendar days of the plan and/or provider being presented to the Union by the Borough or such longer period, as mutually agreed to by the parties in writing, identifying the reasons. In that event, the Borough may not unilaterally implement the proposed new plan and/or

carrier provided; however, it may immediately process the dispute before a neutral arbitrator selected pursuant to the arbitration step of the grievance procedure. The decision of the arbitrator on this “substantially comparable” issue shall be issued within forty-five (45) calendar days of the Union’s written notice contesting that the plan selected by the Borough is “substantially comparable” and shall be final and binding and will determine if the Borough is authorized to implement the new plan or provider.

b. The Borough shall also provide high-option Dental Plan coverage for the employee and their families. The Borough will pay Twenty (\$20.00) Dollars per employee per month toward said plan. The Borough will be one-third (1/3) of the remaining cost and the employee will pay two-thirds (2/3) of said cost.

### **3. Life Insurance**

The Borough agrees to provide the following coverage and to pay all premiums necessary to cover full-time Desk Officers/Fire Apparatus Operators as follows: Life Insurance \$50,000 with accidental death and dismemberment of \$100,000.

### **G. PERSONAL DAYS**

Each full-time Desk Officer/Fire Apparatus Operator is to be granted two (2) personal days during the calendar year to be selected at his option. Procedures for the scheduling of personal days are set forth in Section IV – Working Conditions.

#### **IV. WORKING CONDITIONS**

##### **A. SENIORITY**

The parties agree to accept the principal of seniority in respect to the picking of predetermined schedules and vacation. After six (6) months of continuous service with the Borough, full-time Desk Officers/Fire Apparatus Operators shall be presumed to have seniority within their respective job classification (Desk Officers/Fire Apparatus Operators). Seniority will equal the full-time Desk Officers/Fire Apparatus Operators' total continuous service with the Borough from the date of his/her full-time employment in his/her job classification. The person with the longest length of service shall have the most seniority and shall be give the first selection when seniority rights are applied. The seniority rights shall then be extended to the next most senior person and so on until the seniority rights are exhausted. Seniority credit cannot be transferred between job classifications as it applies to the picking of schedules and vacations. In addition, call-out rights will continue to be based on the total length of service. All other aspects of seniority (e.g. longevity, accrued vacation time and accrued sick leave time) shall be by the total length of service regardless of job classification with the Borough.

## **B. SCHEDULING**

It is agreed that all scheduling will be unique to the job classification – Desk Officers/Fire Apparatus Operators. A work schedule will be established by the Chief of Police in which the available shifts and corresponding pass days for that shift will be clearly indicated. Each scheduling period will commence and end on the following rotation:

1. First Monday in January until the Sunday before the first Monday in April
2. First Monday in April until the Sunday before the first Monday in July
3. First Monday in July until the Sunday before the first Monday in October
4. First Monday in October until the Sunday before the first Monday in January

The Chief of Police will post the available schedule one (1) month before the end of each proceeding period. Each full-time Desk Officer/Fire Apparatus Operator shall be personally contacted and directed to pick an available shift. All contacts, requests and picks will be done via seniority within the job classification – Desk Officer/Fire Apparatus Operator. If an employee fails to pick a shift schedule within three (3) working days from the direction of the Chief of Police, that employee will forfeit all seniority rights for schedule selection within the job classification for that scheduling period.

The posted shift schedules will adhere to the following guidelines:

1. All shifts will have two (2) consecutive days off within the work week.
2. The Chief of Police will at all times attempt to schedule sixteen (16) hours off between shifts. The only exception to this guideline will be when manpower requirements exceed the available personnel or when the employee is working an overtime shift.
3. Switching shifts will be permitted between employees within the job classification. Requests for the switching of shifts will be in writing to the Chief of Police at least 72 hours in advance of the shift. Switching of entire rotations is prohibited. The responsibility of the employee who is originally scheduled to work that shift.
4. On an annual full-time basis, full-time Desk officers/Fire Apparatus Operators will have the option to rotate pass days within the scheduled shift by majority vote. Should this option be selected by the full-time Desk Officers/Fire Apparatus Operators, the rotation of pass days will remain constant for the entire year and the scheduled selection will only involve the hours of the shift.

**C. ASSIGNMENT OF OVERTIME (Note: This Section does not apply to the scheduling of the 21<sup>st</sup> shift. See Article II,, Paragraph C.)**

1. For the purposes of determining this assignment of overtime,

three (3) daily work shifts are established with respective work ours of each shift:

|          |                         |
|----------|-------------------------|
| Shift A: | 7:00 a.m. to 3:00 p.m.  |
| Shift B: | 3:00 p.m. to 11:00 p.m. |
| Shift C: | 11:00 p.m. to 7:00 a.m. |

If a shift other than those enumerated above now exists or is established in the future, assignment will be made to one of the three (3) enumerated shifts based on the time allocation of the majority hours of the odd

shift within three (3) daily work shifts. For example, a shift established from 8:00 p.m. to 4:00 a.m. will be identified as part of Shift C, since five (5) of the hours worked on that shift fall within the 11:00 p.m. to 7:00 a.m. time block for Shift C. If an odd shift was to be created so that the hours worked were split evenly between two (2) established shifts, assignment of a shift will be at the discretion of the Chief of Police.

All overtime assignments shall be offered in accordance with shift and seniority as follows:

When additional work must be performed on any shift or when an employee is absent and cannot work his regular work shift due to disabilities caused by accident or illness, the necessity to appear in court as a witness, death in the family, approved leave of absence, and a substitute is needed, the employee who regularly works such shift but who is on pass will be given first opportunity to do such work. If such employee is not available, then other employees on pass, regardless of their shift, will be given the opportunity to do such work in accordance with their seniority. If none of such employees is available, other employees working that day shall be offered the opportunity to double out on the open shift in accordance with their seniority.

2. During vacation periods, it is understood that employees will work their regular pass days when scheduled by the Chief of Police.

3. If an emergency situation occurs, such as fire, bad accident or other such occurrence that poses a threat to the public safety, health or welfare, it is agreed that any employee may be assigned to abate the situation regardless of whether the work is overtime or not, irrespective of seniority.

4. If an employee is called by telephone and an answering machine is contacted, a message will be left on the machine and the next appropriate person will be contacted for overtime. If the next person is contacted and accepts before the previous employee returns the call after receiving his message on the answering machine, the succeeding person is awarded the overtime assignment; however, if the first person calls before the succeeding person accepts, then the first person is awarded the overtime.

5. If contact is made for an overtime assignment and that opportunity is refused and then a second opportunity occurs, the next senior person will be contacted. The first denial will be deemed a denial for all successive opportunities and there will be no repetition of calls to inquire about interest in successive overtime opportunities.

**D. WORK WEEK**

The work week shall start at 7:00 a.m. Monday.

**E. SHIFT REQUIREMENTS**

There shall be a minimum of one (1) Desk Officer/Fire Apparatus Operator scheduled and working for every shift twenty-four (24) hours a day, seven (7) days a week.

Effective January 1, 2011 minimum staffing requirements shall be eliminated; the Borough shall continue to schedule one (1) full-time Desk Officer/Fire Apparatus Operator for every shift, 24/7, but it will be a matter of managerial prerogative for the Borough to determine whether and how to replace a Desk Officer/First Apparatus Operator absent from a shift.

In the event the Borough decides to utilize full-time Desk Officers/Fire Apparatus Operator to perform Fire Inspector 1 or Fire Inspector 2 functions, the Borough will provide the necessary training and will assume the full expense of such training.

**F. PART-TIME DESK OFFICERS/FIRE APPARATUS OPERATORS**

1. The Dormont Borough management reserves the right to hire part-time Desk Officers/First Apparatus Operators at rates established by the Borough as long as their utilization does not result in the involuntary reduction in

the forty (40) hour work week of the specific employees employed as full-time employees prior to January 1, 1998. Further, the use of part-time employees shall not result in the layoff or furlough of any current Desk Officer/Fire Apparatus Operator employees.

**2. Scheduling**

Part-time Desk Officers/Fire Apparatus Operators will be required to sign up for open shifts fourteen (14) days in advance if there are three (3) full-time employees and seven (7) days in advance if there are four (4) full-time employees. If part-time Desk Officers/Fire Apparatus Operators have not signed up within these time limits, full-time Desk Officers/Fire Apparatus Operators may sign up for these shifts as overtime.

**3. Vacation Periods**

The part-time Desk Officers/Fire Apparatus Operators can work all vacation periods taken by full-time Desk Officer/Fire Apparatus Operator employees. The provisions of this paragraph are subject to the limitations set forth in Subparagraph 5 hereof.

**4. Illness**

In the event a full-time Desk Officer/Fire Apparatus Operator is absent due to illness for a period of three (3) days or less, full-time Desk

Officers/Fire Apparatus Operators may elect to substitute for the absent Desk Officer/Fire Apparatus Operator. Such election shall be based upon seniority as defined in the Agreement. Should all full-time Desk Officers/Fire Apparatus Operators decline to substitute in the foregoing circumstance, then the part-time Desk Officer/Fire Apparatus Operator shall have the opportunity to substitute for the absent full-time Desk Officer/Fire Apparatus Operator. If a full-time Desk Officer/Fire Apparatus Operator is absent due to illness for a period in excess of three (3) days, the part-time Desk Officer/Fire Apparatus Operator may substitute for the absent employee at the sole discretion management. The provisions of this paragraph are subject to limitations set forth in Subparagraph 5 hereof.

#### **5. Overtime**

In the event that a part-time Desk Officer/Fire Apparatus Operator has accumulated a total of forty (40) working hours for the Borough in one (1) week's time, either in his capacity as a part-time Desk Officer/Fire Apparatus Operator or otherwise, then the part-time Desk Officer/Fire Apparatus Operator shall not accumulate any additional working hours in his capacity as a part-time Desk Officer/Fire Apparatus Operator unless and until all full-time Desk Officers/Fire Apparatus Operators have been given the opportunity to work and have refused to work during the periods of time available. Such option by the

full-time Desk Officers/Fire Apparatus Operators shall be based upon seniority as defined in this Agreement. In the event that a part-time Desk Officer/Fire Apparatus Operator works in excess of forty (40) hours per week in his capacity as a part-time Desk Officer/Fire Apparatus Operator, he/she shall be paid at the rate of time and one-half for all excess hours.

**6. Assignment**

The part-time Desk Officers/Fire Apparatus Operators shall, when directed to do so, work in his/her capacity as a part-time Desk Officer/Fire Apparatus Operator, and such duties shall take preference over any other Borough employee duties.

**V. RETIREMENT – UNUSED SICK LEAVE**

The Borough shall pay a full-time Desk Officer/Fire Apparatus Operator hired prior to January 1, 2003 at the rate of Twenty-Five (\$25) Dollars per day for all unused sick leave up to one-hundred fifty (150) days maximum that an employee has accumulated during the course of his employment at the time of any employee's retirement. For a full-time Desk Officer/Fire Apparatus Operator hired after January 1, 2003, the maximum number of days is ninety (90).

**VI. PENSION**

A. The parties hereto acknowledged that the Borough has provided for a Non-Police Employee Pension Fund under Ordinance No. 1458. All full-time Desk Officers/Fire Apparatus Operators shall be covered by said Pension Fund.

B. Said pension is to be calculated on the basis of the last thirty-six (36) months said employee worked or was paid prior to retirement.

**C. POST RETIREMENT HEALTH INSURANCE**

The Borough will pay each full-time Desk Officer/Fire Apparatus Operator who retires after the effective date of this Contract with a full service retirement or a disability retirement, One Hundred (\$100) Dollars per month toward the purchase of health insurance coverage. This benefit would be paid for a maximum of five (5) years following the date of retirement. This benefit would only be paid if the employee has not obtained healthcare insurance from any other source (i.e. employment, spousal coverage, etc.). Furthermore, the employee must continually show the Borough that they have actually obtained health insurance.

**D. PRE-TAX PENSION CONTRIBUTIONS**

The Borough shall take the necessary steps in order to file any application and obtain any governmental approvals so that Desk Officers/Fire Apparatus

Operators will be able to make their pension contributions on a pre-tax basis.

Under current law this only applies to federal income tax, Internal Revenue Code ¶414(h)(2). The pre-tax employee pension contributions are contingent upon the Borough filing any necessary application and/or obtaining the necessary governmental approvals.

## **VII. MISCELLANEOUS**

### **A. RESIDENCY REQUIREMENTS**

Desk Officers/Fire Apparatus Operators shall reside within two (2) miles of the Dormont Borough Building.

In the event that a Desk Officer/Fire Apparatus Operator establishes residency outside of the aforesaid two (2) mile limitation, such employee shall be subject to disciplinary action, including the right of the Borough to discharge said employee.

### **B. NO STRIKE CLAUSE**

The parties hereto mutually agree that there shall be no strike, work stoppage, slowdown, sit down or picketing by employees or their representatives nor shall there be any lock-out by the Borough.

## C. GRIEVANCE PROCEDURE

1. In the event there is any grievance, dispute or difference between an employee and the Borough with respect to the interpretation or application of any provision of this Agreement, there shall be an earnest effort made to settle or dispose of such matters promptly by negotiations between the appropriate designated representatives of such parties in the manner provided in this grievance procedure. For convenience, all such grievances, disputes and differences will be called grievances in this Agreement and its administration.

2. The grievance and arbitration procedures hereinafter set forth shall govern and apply to all grievances between the employees and the Borough involving the interpretation and application of any of the provisions of this Agreement, provided, however, that disputes involving suspensions and dismissals shall be governed by the applicable provisions of the Pennsylvania Borough Code and Civil Services Rules and the Borough. The employee, however, shall have the right to grieve all matters of discipline, provided that once an Officer elects to proceed under the grievance procedure rather than the Civil Service procedure, the election cannot be changed.

3. An employees' Grievance Board is hereby established. The number of Board members, their term of office and manner of appointment shall

be determined by the employees. In the event a Grievance Board member has a grievance, he shall not sit as a Grievance Board member in that particular case. Members of the Grievance Board shall not be compensated by the Borough for the time spent in this function. However, if a Grievance Board member loses time from his regular shift while attending a meeting with Borough representatives, he shall receive his regular pay for such shift and will not be required to make up such lost time.

4. A grievance shall be negotiated when necessary to reach a final decision in each of the following steps between the duly designated and appropriate representatives of the parties specified in each step.

5. If no decision is made by a representative at any step in the time and manner herein specified, such failure to render a decision shall be construed as an unsatisfactory decision and the party entitled to such a decision shall have the right to take an appeal to the next step in the same time and manner as an appeal in the case of an unsatisfactory decision.

6. The following are the grievance steps and the representatives of the parties therein:

**Step 1:** Any employee who has a grievance shall, within five (5) days of the occurrence thereof, discuss the same with the Chief of Police.

**Step 2:** If within five (5) days there is no satisfactory settlement in Step 1 thereof, the grievance shall be submitted by the aggrieved employee to the Grievance Board. The Grievance Board shall within seven (7) days from the date it receives the grievance submit the same to the Borough Manager.

**Step 3:** If within seven (7) days of the submission of the grievance to the Borough Manager there is no satisfactory settlement of the grievance, the Union may request a panel of seven (7) neutral grievance arbitrators from the Federal Mediation and Conciliation Service or the Pennsylvania Bureau of Mediation. The parties shall meet within five (5) work days after the receipt of such a list. The parties shall choose a neutral arbitrator by alternate striking from the list of seven (7) within the first strike obligation alternating from grievance-to-grievance beginning with the employer first.

7. The neutral arbitrator shall be authorized only to interpret and apply the provisions of this Agreement insofar as shall be necessary for ruling upon a grievance, but shall not have authority to alter or amend in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. Such decision, and the reasons in support thereof, shall be in writing.

8. Grievance procedures must be initiated and appeal taken in the manner and within the time limits set forth in each of the grievance steps outlined herein in order to be considered. Failure to comply with the grievance procedures shall bar further discussion or appeal.

9. The fees and expenses of the neutral arbitrator in the grievance procedure shall be borne equally by both parties.

#### **D. SUBCONTRACTING**

The Dormont Borough management reserves the right to subcontract for the service of dispatching for emergency police, fire and EMS calls. The Borough may exercise this right unilaterally, without notice, and without further bargaining or interest arbitration. All other duties currently performed by the Desk Officers/Fire Apparatus Operators, excluding the dispatching of police, fire and EMS calls, shall remain the work of the Desk Officers/Fire Apparatus Operators.

#### **E. JOB DESCRIPTION**

It shall be the primary responsibility of the Desk Officer/Fire Apparatus Operator to operate the fire apparatus during fire calls according to the standard operating procedures established by management. When not engaged in this activity, the Desk Officers/Fire Apparatus Operators shall answer the telephone, perform record keeping duties, and other police clerical duties as required by the Chief of Police. The Desk Officers/Fire Apparatus Operators shall operate the CLEAN and NCC computer as well as the internal Dormont Police Computer. The Desk Officers/Fire Apparatus Operators shall serve as guards and turn keys

for prisoners being detained by the Police Department. The Desk Officers/Fire Apparatus Operators shall continue to perform all duties that are currently assigned to them. Employees shall be expected to perform such additional duties as shall be assigned to them from time-to-time by the employer.

**F. DRUG AND ALCOHOL POLICY**

The Borough reserves the right to negotiate a Drug and Alcohol Testing and Treatment Plan Clause within the terms of this Collective Bargaining Agreement.

**G. PAST PRACTICE – AS IS CLAUSE**

All existing benefits, practices, and working conditions previously engaged by members of the bargaining unit that are not modified by this Agreement shall remain “as is”.

**H. SPECIAL DUTY ASSIGNMENT**

In the event of a prediction of four or more inches of snow by KDKA Channel 2, a Desk Officer/Fire Apparatus Operator will be held over from the previous shift or called in early from the following shift for two (2) hours to assist in installing snow chains on the tires of the fire trucks

## **I. USE OF VOLUNTEERS**

The Borough may use members of the Dormont Volunteer Fire Department to drive/operate fire apparatus under any of the following circumstances:

- a) One (1) full-time Fire Apparatus Operator has been off work due to illness, injury or any other extended leave for a period of thirty (30) days or more; or
- b) Two (2) or more full-time Fire Apparatus Operators are off work due to illness, injury or any other extended leave for a period of seven (7) days or more; or
- c) No full-time Fire Apparatus Operator is available for work; or
- d) No full-time Fire Apparatus Operator is available for work that has not just completed sixteen (16) consecutive hours of work.

In order for any of the above circumstances to be utilized by the Borough to allow a Volunteer Firefighter to drive/operate fire apparatus there must be four (4) full-time Fire Apparatus Operators employed by the Borough at the time unless the Borough is proceeding in good faith to fill a full-time vacancy in a timely fashion through the Civil Service process.

## **J. REOPENER**

Effective July 1, 2014 the Borough and the Bargaining Unit agree to reopen this Agreement for the sole purpose of evaluating the FLSA Overtime schedule put into effect with this Agreement. At that time, the Bargaining Unit will make a determination as to whether they wish to keep the 7K Schedule in place, modify it or change to a forty (40) hour per week overtime schedule. The Borough will cost

out any change and provide that information to the Council as part of the FY 2015 Budget Process.

Any changes resulting from this reopener shall become effective on January 1, 2015 unless otherwise agreed.

The Board of Arbitration shall retain jurisdiction to resolve any reopener issues.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals.

ATTEST:

BOROUGH OF DORMONT

\_\_\_\_\_  
Borough Manager

\_\_\_\_\_  
Council President (Seal)

ATTEST:

DORMONT DESK OFFICERS/  
FIRE APPARATUS OPERATORS

\_\_\_\_\_

\_\_\_\_\_  
(Seal)



## MEMORANDUM

**Date:** June 20, 2014

**To:** President, Vice-President, Council and Mayor

**From:** Jeff Naftal, Borough Manager *JN*

**Subject:** Award of Bid – 2014 Road Construction Project – McNeilly Curbs and Sidewalks

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### Background:

In February, the Borough went out to bid for the 2014 Road Construction Project. The bid was for a base that included reconstruction of a portion of Texas Avenue as well as resurfacing the swimming pool parking lot. There were also alternative bids for various alleys throughout the Borough. Bids were due by March 26, 2014. Bids were only awarded at the April Council Meeting for the base bid as the alternate bids were felt to be too high. So staff rebid the alternates and on a separate agenda item, Council will be asked to award a contract for resurfacing alleys. Also included in this year's project though is the work on McNeilly Avenue in conjunction with the City of Pittsburgh. As part of our side of the project, we will be reconstructing the curbs and sidewalks where needed. The Borough Engineer solicited quotes from 3 contractors which have done work for the Borough in the past.

### Discussion:

The attached report from the Borough Engineer details the bid responses from the three bidders. The low bidder was Niando Construction, Inc. who was the low bidder for the swimming pool parking lot and Texas Avenue portions of the 2014 Road Project. However, their bid of \$22,531.20 was above the required formal bid threshold of \$19,300 and would have meant that we would need to go for formal bids, slowing this project significantly. So the Borough Engineer worked with them using their unit prices and reducing the quantity of linear feet of curbing needed to be replaced in order to modify their total proposal. That change resulted in a new total for the project of \$18,995.20. The same change to the other two bidders would have left them still well over the bid threshold and still higher than the low bidder. A portion of this cost, as yet to be determined, will be covered by the utility companies who won't have to repair the street following their construction projects now ongoing.

I concur with the Borough Engineer that we should award the bid to Niando Construction, Inc for a total of \$18,995.20 with funding for this to come from the Capital Reserve Fund, Road Program line item which has approximately \$250,000 still available.

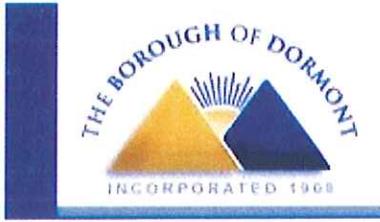
Recommendation:

I concur with the Borough Engineer and would ask Council to award the McNeilly Avenue curbs and sidewalk restoration portion of the 2014 Road Construction Project to the lowest responsive, responsible bidder, Niando Construction, Inc. for a total cost of \$18,995.20.

JN

Attachments

Cc: Wayne McVicar, Borough Engineer  
John Schneider, Streets Superintendent



## MEMORANDUM

**Date:** May 29, 2014

**To:** Jeff Naftal, Borough Manager

**From:** Wayne R. McVicar, P.E., Borough Engineer

**Subject:** **RECOMMENDATION OF AWARD**  
**McNeilly Avenue Concrete Curb & Sidewalk Replacement**

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In anticipation of the paving work that will be performed by the City of Pittsburgh later this summer, in March quotes were solicited for the installation of required handicap ramps and the replacement of selective sections of damaged curb on McNeilly Avenue which needs to be completed before paving, but cannot be done by the City of Pittsburgh. This request for quotation (RFQ) specifically excludes concrete curb damaged by utility companies during the installation of their facilities. The quantities in the RFQ were based upon an initial inspection of the work site. Quotations were solicited from three local and reputable contractors who have a history of performing satisfactorily in the Borough. The following are the results of the quotes received. Copies of the quotes received are attached:

|    |                               |        |             |
|----|-------------------------------|--------|-------------|
| 1. | Niando Construction, Inc.     | Quote: | \$22,531.20 |
| 2. | Casper Colosimo & Son, Inc.   | Quote: | \$40,437.00 |
| 3. | A. Meranti, Contracting, Inc. | Quote: | \$47,050.00 |

### Recommendation

All three quotes were above the bid threshold amount, however, the quote from Niando Construction, Inc. was close. Since the quotes were received a follow up inspection has been performed that revealed that sections of curb, initially identified as being in need of replacement by the Borough, had been further damaged by a utility company and would now be their responsibility to replace. With this reassignment of responsibility, the length of curb that needs to be replaced by the Borough has been reduced to 416 LF from 546 LF. Niando Construction, Inc. was contacted and they agreed to hold their unit price on the curb replacement with the quantity reduction. Based upon this quantity reduction, holding the unit price, the quote amount for "Removal & Replacement of Concrete Curb, Pinned and Faceformed", may be reduced to \$11,315.20. (A copy of this revised quote is attached.) As a result, the amount of the quote is now \$18,995.20 which is below the bid threshold.

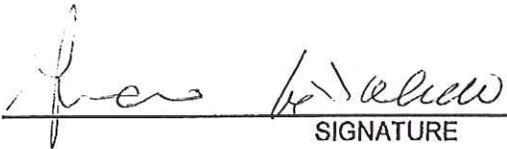
As the contractor has no objection to the reduction in the quantity for “Removal & Replacement of Concrete Curb, Pinned and Faceformed”, I would recommend award of a contract to Niando Construction, Inc., for the adjusted quote amount of **\$18,995.20**.

Revised Quotation

## QUOTATION

### MCNEILLY AVENUE CURB REPLACEMENT

| Item  | Quantity                      | Units | Description   | Unit Price | Amount                                      |
|---|-------------------------------|-------|---|------------|---|
| 1   | 1                             | LS    | Mobilization & Demolition , Complete in Place   | \$1,000.00 | \$ 1,000.00                                 |
| 2   | 32                            | SF    | Truncated Domes, Cast In Place, Complete in Place   | \$ 20.00   | \$ 960.00                                   |
| 3   | 400                           | SF    | Concrete Sidewalk Replacement, Complete in Place  | \$ 8.00    | \$ 3,200.00                                 |
| 4   | <del>546</del> <sup>416</sup> | LF    | Removal & Replacement of Concrete Curb, Pinned & Faceformed (Includes Depressed Curb), Complete in Place    | 27.20      | <del>14,851.20</del> <sup># 11,315.20</sup> |
| 5   | 60                            | LF    | Removal & Replacement of Concrete Curb, Full Depth Replacement (Includes Depressed Curb), Complete in Place | \$ 42.00   | \$ 2,520.00                                 |
| Total Amount Quote Based on Estimated Quantities, Items # 1 - #5, Inclusive |                               |       |   | \$         | <del>22,531.20</del> <sup># 18,995.20</sup> |

  
SIGNATURE

March 12, 2014  
DATE

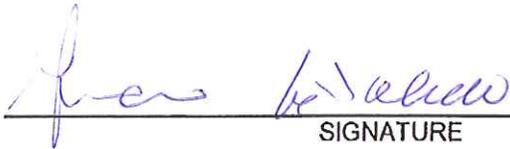
Franco R. Catalano, Vice President  
TITLE

Niando Construction, Inc.  
COMPANY

# QUOTATION

## MCNEILLY AVENUE CURB REPLACEMENT

| Item  | Quantity | Units | Description   | Unit Price  | Amount       |
|---|----------|-------|---|-------------|--------------|
| 1   | 1        | LS    | Mobilization & Demolition , Complete in Place   | \$ 1,000.00 | \$ 1,000.00  |
| 2   | 32       | SF    | Truncated Domes, Cast In Place, Complete in Place   | \$ 20.00    | \$ 960.00    |
| 3   | 400      | SF    | Concrete Sidewalk Replacement, Complete in Place  | \$ 8.00     | \$ 3,200.00  |
| 4   | 546      | LF    | Removal & Replacement of Concrete Curb, Pinned & Faceformed (Includes Depressed Curb), Complete in Place    | \$ 27.20    | \$ 14,851.20 |
| 5   | 60       | LF    | Removal & Replacement of Concrete Curb, Full Depth Replacement (Includes Depressed Curb), Complete in Place | \$ 42.00    | \$ 2,520.00  |
| Total Amount Quote Based on Estimated Quantities, Items # 1 - #5, Inclusive |          |       |   | \$          | \$ 22,531.20 |

  
SIGNATURE

March 12, 2014  
DATE

Franco R. Catalano, Vice President  
TITLE

Niando Construction, Inc.  
COMPANY

## QUOTATION

### MCNEILLY AVENUE CURB REPLACEMENT

| Item  | Quantity | Units | Description   | Unit Price              | Amount                  |
|---|----------|-------|---|-------------------------|-------------------------|
| 1   | 1        | LS    | Mobilization & Demolition , Complete in Place   | \$ 5000 <sup>00</sup>   | \$ 5000 <sup>00</sup>   |
| 2   | 32       | SF    | Truncated Domes, Cast In Place, Complete in Place   | \$ 45 <sup>00</sup>     | \$ 1440 <sup>00</sup>   |
| 3   | 400      | SF    | Concrete Sidewalk Replacement, Complete in Place  | \$ 14 <sup>85</sup>     | \$ 5980 <sup>00</sup>   |
| 4   | 546      | LF    | Removal & Replacement of Concrete Curb, Pinned & Faceformed (Includes Depressed Curb), Complete in Place    | \$ 39 <sup>50</sup>     | \$ 21,567 <sup>00</sup> |
| 5   | 60       | LF    | Removal & Replacement of Concrete Curb, Full Depth Replacement (Includes Depressed Curb), Complete in Place | \$ 107 <sup>50</sup>    | \$ 6,450 <sup>-</sup>   |
| Total Amount Quote Based on Estimated Quantities, Items # 1 - #5, Inclusive |          |       |   | \$ 40,437 <sup>00</sup> |                         |

Dennis T Tharp / DENNIS T THARP  
SIGNATURE

03-13-2014  
DATE

PROJECT MANAGER  
TITLE

CASPER COLASIMONIS & SON INC.  
COMPANY

# QUOTATION

## MCNEILLY AVENUE CURB REPLACEMENT

| Item  | Quantity | Units | Description   | Unit Price   | Amount       |
|---|----------|-------|---|--------------|--------------|
| 1   | 1        | LS    | Mobilization & Demolition , Complete in Place   | \$ 4,000.00  | \$ 4,000.00  |
| 2   | 32       | SF    | Truncated Domes, Cast In Place, Complete in Place   | \$ 40.00     | \$ 1,280.00  |
| 3   | 400      | SF    | Concrete Sidewalk Replacement, Complete in Place  | \$ 16.00     | \$ 6,400.00  |
| 4   | 546      | LF    | Removal & Replacement of Concrete Curb, Pinned & Faceformed (Includes Depressed Curb), Complete in Place    | \$ 55.00     | \$ 30,030.00 |
| 5   | 60       | LF    | Removal & Replacement of Concrete Curb, Full Depth Replacement (Includes Depressed Curb), Complete in Place | \$ 89.00     | \$ 5,340.00  |
| Total Amount Quote Based on Estimated Quantities, Items # 1 - #5, Inclusive |          |       |   | \$ 47,050.00 |              |



\_\_\_\_\_  
SIGNATURE

3/14/14

\_\_\_\_\_  
DATE

President

\_\_\_\_\_  
TITLE

A. Merante Contracting, Inc.

\_\_\_\_\_  
COMPANY



## MEMORANDUM

**Date:** June 24, 2014

**To:** President, Vice-President, Council and Mayor

**From:** Jeff Naftal, Borough Manager *JN*

**Subject:** Award of Bid – 2014 Road Construction Project - Alleys

---

### Background:

In February, the Borough went out to bid for the 2014 Road Construction Project. The bid was for a base that included reconstruction of a portion of Texas Avenue as well as resurfacing the swimming pool parking lot. There were also alternative bids for various alleys throughout the Borough. Bids were due by March 26, 2014. Three bidders of the seven who paid for specifications responded. Council awarded just the Texas Avenue and Pool Parking Lot portions of that project at the April Council meeting and authorized staff to go back out to bid for the Alley portion of the project because it was felt that all of the alternate prices were too high.

### Discussion:

In May, the Borough solicited bids for Alley improvements including a base bid and four alternate bids. The attached report from the Borough Engineer details the bid responses from the three bidders who offered bids. The low bidder was East Coast Paving and Seal Coating. As noted in the Borough Engineer's report, their references were all satisfactory and their bid price of \$125,126.08 was \$31,052.32 less than the next lowest bidder for the base bid. We are also recommending that funding is available to do Alternate No. 1 and Alternate No. 2 and still be under budget for this project. Doing the base bid and both alternates will allow us to resurface 10 of our worst alleys.

I concur with the Borough Engineer that we should award the Base Bids and Alternates No. 1 and No. 2 to East Coast Paving and Seal Coating for a total of \$261,312.21. Funding for this part of the 2014 Road Project would come from the Capital Reserve Fund, Road Program line item which has approximately \$261,000 available in it.

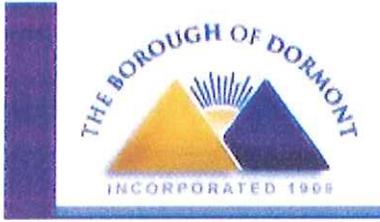
Recommendation:

I concur with the Borough Engineer and would ask Council to award the Alley Resurfacing portion of the 2014 Road Construction Project to the lowest responsive, responsible bidder, East Coast Paving and Seal Coating to include the base bid and Alternates No. 1 and No. 2 for a total cost of \$261,312.21.

JN

Attachments

Cc: Wayne McVicar, Borough Engineer  
John Schneider, Streets Superintendent



**MEMORANDUM**

**Date:** June 24, 2014

**To:** Jeff Naftal, Borough Manager

**From:** Wayne R. McVicar, P.E., Borough Engineer *WRM*

**Subject:** **RECOMMENDATION OF AWARD**  
**2014 Alley Resurfacing Project**

On Thursday, June 19, 2014, the Borough received bids for the above captioned project. A bid tabulation has been prepared and is enclosed for your use. Five sets of bid documents were issued/sold and three bids were received. The following are the results of the bids received. A bid tabulation for all bidders is attached:

|    |                          |                    |            |               |
|----|--------------------------|--------------------|------------|---------------|
| 1. | East Coast Paving & Seal | Resurfacing Alleys | Base Bid:  | \$125,126.08  |
|    | New Castle, PA 16102     | Resurfacing Alleys | Alt. No. 1 | \$ 55,188.63* |
|    |                          | Resurfacing Alleys | Alt. No. 2 | \$ 80,997.50  |
|    |                          | Resurfacing Alleys | Alt. No. 3 | \$ 35,641.30  |
|    |                          | Resurfacing Alleys | Alt. No. 4 | \$ 36,069.75  |

|    |                       |                    |            |              |
|----|-----------------------|--------------------|------------|--------------|
| 2. | T.A Robinson          | Resurfacing Alleys | Base Bid:  | \$156,178.40 |
|    | Bridgeville, PA 15216 | Resurfacing Alleys | Alt. No. 1 | \$ 98,187.00 |
|    |                       | Resurfacing Alleys | Alt. No. 2 | \$120,156.50 |
|    |                       | Resurfacing Alleys | Alt. No. 3 | \$ 80,919.50 |
|    |                       | Resurfacing Alleys | Alt. No. 4 | \$ 50,518.75 |

|    |                      |                    |            |              |
|----|----------------------|--------------------|------------|--------------|
| 3. | M.A Facchiano        | Resurfacing Alleys | Base Bid:  | \$177,300.00 |
|    | Pittsburgh, PA 15226 | Resurfacing Alleys | Alt. No. 1 | \$ 84,367.50 |
|    |                      | Resurfacing Alleys | Alt. No. 2 | \$114,720.00 |
|    |                      | Resurfacing Alleys | Alt. No. 3 | \$ 60,490.00 |
|    |                      | Resurfacing Alleys | Alt. No. 4 | \$ 51,550.00 |

\*Corrected Amount

My review of the bids indicates that all totals are mathematically correct and do contain all required documentation properly executed in accordance with the requirements of the bid specifications except as follows:

- East Coast Paving & Seal Coating made a summation error in the tabulation of Alternate #2. The results indicated above reflect the corrected total.

For reference the following are the alleys that comprise the base bid and the various alternates:

**BASE BID**

Resurfacing of Eastern Alley, 16<sup>th</sup> Alley & 20th Way

**ADD ALTERNATE BID #1**

Resurfacing of 15<sup>th</sup> Alley, south end of 17<sup>th</sup> Alley, and the south end of 19<sup>th</sup> Alley.

**ADD ALTERNATE BID #2**

Resurfacing of the south end of Davis Way, the south end of Irwin Way, the north end of Long Way and the north end of Madison Way.

**ADD ALTERNATE BID #3**

The resurfacing of Ranger Way and the southern portion of Madison Way.

**ADD ALTERNATE BID #4**

The resurfacing of the alley as the extension of Delwood Avenue from Hillsdale Avenue to Mississippi Avenue.

As the apparent low bidder has not worked in the Borough before and I was not familiar with their work, I contacted their references. Of the references contacted, all gave satisfactory reviews. The Borough is familiar with the work of the second and third bidders. Each has done exceptional work in the borough.

The Engineer's Estimate for this project is approximately \$123,500 for the base bid and \$354,000 for the base bid plus all the alternates. The bid of the apparent low bidder, East Coast Paving & Seal Coating, at \$125,126.08 came in approximately \$1,600.00 over the Engineer's Estimate for the base bid and approximately \$21,000 under the estimate for the total project. The bid of East Coast Paving & Seal Coating is \$31,052.32 less than the second bidder, T.A Robinson, for the base bid and \$172,936.89 less for the total project.

In the 2014 budget, \$500,000.00 has been allocated for road construction projects. Considering the status of various ongoing projects which include the pool parking lot, Texas Avenue, the imprinted crosswalks and the work on McNeilly Avenue, I estimate that approximately \$261,000 would be available for alley resurfacing. My assessment of the available funding is summarized as follows:

| <b>PROJECT</b>                | <b>STATUS</b> | <b>ANTICIPATED VALUE</b> |
|-------------------------------|---------------|--------------------------|
| 2014 Road Resurfacing Project | 75% Complete  | \$162,376 <sup>(1)</sup> |
| McNeilly Avenue               | On-going      | \$ 46,550 <sup>(2)</sup> |
| Imprinted Crosswalks          | On-going      | <u>\$ 30,100</u>         |
| Total Allocated Funding       |               | \$239,026                |

(1) Excludes items attributed to the sewer fund

(2) Includes the anticipated subsidy by utility companies

Considering the amount of the un-allocated funding in the road construction fund, approximately \$260,974 (\$500,000 - \$239,026), based upon the bid by the apparent low bidder, there appears to be sufficient funding to construct the base bid plus alternates 1 and 2.  $\$125,126.08 + \$55,188.63 + \$80,997.50 = \$261,312.21$ .

After review of the bids and after contacting bidder references, I find the apparent low bidder, East Coast Paving & Seal Coating, to be the lowest responsive and responsible bidder. In accordance with the specifications, my recommendation of award would be based solely upon the base bid with the various alternates added as funding allows. Based solely upon the base bid, I would recommend award to East Coast Paving & Seal Coating, Council should be advised that they have the option of awarding the base bid with any combination of the alternates. However, considering available funding and the bid results, I would recommend award of the base bid and alternates 1 and 2 in the total amount of **\$261,312.21 to East Coast Paving & Seal Coating.**

| Borough of Dormont<br>2014 ALLEY RESURFACING PROJECT<br>TABULATION OF BIDS RECEIVED<br>DATE: June 19, 2014 |   |                  |               | EAST COAST PAVING<br>208 3rd Street<br>New Castle, PA 16102 |              | T.A. ROBINSON<br>1299 McLaughlin Run Road<br>Bridgeville, PA 15216 |              | M.A. FACCHIANO<br>801 McNelly Road<br>Pittsburgh, PA 15226 |              |        |     |
|--|---|------------------|---------------|---|--------------|--|--------------|--|--------------|--------|-----|
| #  | ITEM  | QUANTITY & UNITS | MINIMUM PRICE | UNIT PRICE  | TOTAL        | UNIT PRICE   | TOTAL        | UNIT PRICE   | TOTAL        |        |     |
|  |   |                  |               | BB  | YES          | C of S   | YES          | BB   | YES          | C of S | YES |
| <b>BASE BID</b>  |   |                  |               |   |              |  |              |  |              |        |     |
| <b>ALLEY RECONSTRUCTION - EASTERN</b>  |   |                  |               |   |              |  |              |  |              |        |     |
| 1  | Mobilization & Demobilization, Complete in Place                              | 1 LS             |               | \$1,826.00  | \$1,826.00   | \$4,000.00   | \$4,000.00   | \$6,000.00   | \$6,000.00   |        |     |
| 2  | Cold Milling: 0" to 1-1/2" Depth, Complete in Place                           | 425 SY           |               | \$1.50  | \$637.50     | \$19.15  | \$8,138.75   | \$15.00  | \$6,375.00   |        |     |
| 3  | Removal of all Existing Pavement Material to 10-1/2" Depth, Complete in Place | 2,665 SY         |               | \$8.70  | \$23,185.50  | \$17.35  | \$46,237.75  | \$18.00  | \$47,970.00  |        |     |
| 4  | Class IV, Type A Geotextile Material, Complete in Place                       | 2,665 SY         |               | \$2.94  | \$7,835.10   | \$2.25   | \$5,996.25   | \$2.00   | \$5,330.00   |        |     |
| 5  | Sub-Base Installation, 6" Thick, Complete in Place                            | 2,665 SY         |               | \$10.25   | \$27,316.25  | \$8.65   | \$23,052.25  | \$15.00  | \$39,975.00  |        |     |
| 6  | 19.0 mm Superpave Binder Course, 3" Thick, Complete in Place                  | 2,665 SY         |               | \$14.31   | \$38,136.15  | \$13.86  | \$36,936.90  | \$16.00  | \$42,640.00  |        |     |
| 7  | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2" Thick, Complete in Place   | 3,090 SY         |               | \$8.13  | \$25,121.70  | \$9.85   | \$30,436.50  | \$9.00   | \$27,810.00  |        |     |
| 8  | 9.5 mm Superpave Fine Grade Leveling Course, Complete in Place                | 12 TON           |               | \$88.99   | \$1,067.88   | \$115.00   | \$1,380.00   | \$100.00   | \$1,200.00   |        |     |
|  |   |                  |               |   | \$125,126.08 |  | \$156,178.40 |  | \$177,300.00 |        |     |
|  |   |                  |               |   |              |  |              |  |              |        |     |

| <b>ALTERNATE BID NO. 1 - ALLEY RECONSTRUCTION<br/>15TH, SOUTH END 17TH, SOUTH END 19TH</b> |   |                  |               |             |             |             |             |             |             |            |       |
|--|---|------------------|---------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|-------|
| #  | ITEM  | QUANTITY & UNITS | MINIMUM PRICE | UNIT PRICE  | TOTAL       | UNIT PRICE  | TOTAL       | UNIT PRICE  | TOTAL       | UNIT PRICE | TOTAL |
|  |   |                  |               | BB          | YES         | C of S      | YES         | BB          | YES         | C of S     | YES   |
| 1  | Cold Milling: 0" to 1-1/2" Depth, Complete in Place                           | 1,580 SY         | \$7.00        | \$11,060.00 | \$19.15     | \$30,257.00 | \$7.00      | \$11,060.00 |             |            |       |
| 2  | Removal of all Existing Pavement Material to 10-1/2" Depth, Complete in Place | 795 SY           |               | \$8.70      | \$6,916.50  | \$22.50     | \$17,887.50 | \$18.00     | \$14,310.00 |            |       |
| 3  | Class IV, Type A Geotextile Material, Complete in Place                       | 795 SY           |               | \$2.94      | \$2,337.30  | \$2.25      | \$1,788.75  | \$2.00      | \$1,590.00  |            |       |
| 4  | Sub-Base Installation, 6" Thick, Complete in Place                            | 795 SY           |               | \$10.25     | \$8,148.75  | \$10.50     | \$8,347.50  | \$15.00     | \$11,925.00 |            |       |
| 5  | 19.0 mm Superpave Binder Course, 3" Thick, Complete in Place                  | 795 SY           |               | \$14.31     | \$11,376.45 | \$15.50     | \$12,322.50 | \$16.00     | \$12,720.00 |            |       |
| 6  | 9.5 mm Superpave Fine Grade Wearing Course, 1-1/2" Thick, Complete in Place   | 2,375 SY         |               | \$8.13      | \$19,308.75 | \$9.85      | \$23,393.75 | \$9.50      | \$22,562.50 |            |       |
| 7  | 9.5 mm Superpave Fine Grade Leveling Course, Complete in Place                | 12 TON           |               | \$88.99     | \$1,067.88  | \$115.00    | \$1,380.00  | \$100.00    | \$1,200.00  |            |       |

| 2014 ALLEY RESURFACING PROJECT<br>TABULATION OF BIDS RECEIVED<br>DATE: June 19, 2014               |   |                     |                  | 208 3rd Street<br>New Castle, PA 16102 | 1299 McLaughlin Run Road<br>Bridgeville, PA 15216 | 801 McNeilly Road<br>Pittsburgh, PA 15226 |              |
|--|---|---------------------|------------------|--|---|---|--------------|
| #  | ITEM  | QUANTITY<br>& UNITS | MINIMUM<br>PRICE | UNIT<br>PRICE                          | TOTAL   | UNIT<br>PRICE                             | TOTAL        |
| 8  | Flowable Backfill (CLSM) Material,<br>Type C, Complete in Place                     | 20 CY               |                  | \$95.00                                | \$1,900.00  | \$65.50                                   | \$1,310.00   |
| 9  | Phase Mobilization, Complete in<br>Place  | 1 LS                |                  | \$1,763.00                             | \$1,763.00  | \$1,500.00                                | \$1,500.00   |
|  | ALTERNATE 1 TOTAL   |                     |                  | \$55,188.63                            | \$55,188.63                                       | \$98,187.00                               | \$98,187.00  |
| <b>ALTERNATE BID NO. 2 -</b>   |   |                     |                  |  |   |   |              |
| <b>SOUTH END DAVIS WAY, SOUTH END<br/>IRWIN WAY, NORTH END LONG WAY,<br/>NORTH END MADISON WAY</b> |   |                     |                  |  |   |   |              |
| 1  | Cold Milling: 0" to 1-1/2" Depth,<br>Complete in Place                              | 750 SY              | \$7.00           | \$1.50                                 | \$1,125.00  | \$19.15                                   | \$14,362.50  |
| 2  | Removal of all Existing Pavement<br>Material to 10-1/2" Depth, Complete<br>in Place | 1,410 SY            |                  | \$8.70                                 | \$12,267.00                                       | \$22.50                                   | \$31,725.00  |
| 3  | Class IV, Type A Geotextile<br>Material, Complete in Place                          | 1,410 SY            |                  | \$2.94                                 | \$4,145.40  | \$2.25                                    | \$3,172.50   |
| 4  | Sub-Base Installation, 6" Thick,<br>Complete in Place                               | 1,410 SY            |                  | \$10.25                                | \$14,452.50                                       | \$10.50                                   | \$14,805.00  |
| 5  | 19.0 mm Superpave Binder Course,<br>3" Thick, Complete in Place                     | 1,410 SY            |                  | \$14.31                                | \$20,177.10                                       | \$15.50                                   | \$21,855.00  |
| 6  | 9.5 mm Superpave Fine Grade<br>Wearing Course, 1-1/2" Thick,<br>Complete in Place   | 3,090 SY            |                  | \$8.13                                 | \$25,121.70                                       | \$9.85                                    | \$30,436.50  |
| 7  | 9.5 mm Superpave Fine Grade<br>Leveling Course, Complete in Place                   | 20 TON              |                  | \$88.99                                | \$1,779.80  | \$115.00                                  | \$2,300.00   |
| 8  | Phase Mobilization, Complete in<br>Place  | 1 LS                |                  | \$1,929.00                             | \$1,929.00  | \$1,500.00                                | \$1,500.00   |
|  | ALTERNATE 2 TOTAL:  |                     |                  | \$80,997.50                            | \$80,997.50                                       | \$120,156.50                              | \$114,720.00 |
| <b>ALTERNATE BID NO. 3 - ALLEY RECONSTRUCTION<br/>RANGER WAY &amp; SOUTH END MADISON WAY</b>       |   |                     |                  |  |   |   |              |
| 1  | Cold Milling: 0" to 1-1/2" Depth,<br>Complete in Place                              | 2,770 SY            | \$7.00           | \$1.50                                 | \$4,155.00  | \$15.50                                   | \$42,935.00  |
| 2  | 9.5 mm Superpave Fine Grade<br>Wearing Course, 1-1/2" Thick,<br>Complete in Place   | 2,770 SY            |                  | \$8.13                                 | \$22,520.10                                       | \$9.85                                    | \$27,284.50  |
| 3  | 9.5 mm Superpave Fine Grade<br>Leveling Course, Complete in Place                   | 80 TON              |                  | \$88.99                                | \$7,119.20  | \$115.00                                  | \$9,200.00   |
| 4  | Phase Mobilization, Complete in<br>Place  | 1 LS                |                  | \$1,847.00                             | \$1,847.00  | \$1,500.00                                | \$1,500.00   |
|  |   |                     |                  |  |   | \$7.00                                    | \$19,390.00  |
|  |   |                     |                  |  |   | \$10.00                                   | \$27,700.00  |
|  |   |                     |                  |  |   | \$105.00                                  | \$8,400.00   |
|  |   |                     |                  |  |   | \$5,000.00                                | \$5,000.00   |

**2014 ALLEY RESURFACING PROJECT**  
**TABULATION OF BIDS RECEIVED**  
 DATE: June 19, 2014

| #   | ITEM  | QUANTITY<br>& UNITS | MINIMUM<br>PRICE | 208 3rd Street<br>New Castle, PA 16102 |             | 1299 McLaughlin Run Road<br>Bridgeville, PA 15216 |             | 801 McNeilly Road<br>Pittsburgh, PA 15226 |             |
|---|---|---------------------|------------------|--|-------------|---|-------------|---|-------------|
|   |   |                     |                  | UNIT<br>PRICE                          | TOTAL       | UNIT<br>PRICE                                     | TOTAL       | UNIT<br>PRICE                             | TOTAL       |
| ALTERNATE 3 TOTAL:                                |   |                     |                  | \$35,641.30                            | \$80,919.50 | \$60,490.00                                       |             |   |             |
| <b>ALTERNATE BID NO. 4 - ALLEY RECONSTRUCTION</b> |   |                     |                  |  |             |   |             |   |             |
| <b>DELWOOD AVENUE</b>                             |   |                     |                  |  |             |   |             |   |             |
| 1   | Removal of all Existing Pavement<br>Material to 10'-1/2" Depth, Complete          | 775 SY              |                  | \$8.70                                 | \$6,742.50  | \$22.50   | \$17,437.50 | \$20.00                                   | \$15,500.00 |
| 2   | Class IV, Type A Geotextile<br>Material, Complete in Place                        | 775 SY              |                  | \$2.94                                 | \$2,278.50  | \$2.25  | \$1,743.75  | \$2.00                                    | \$1,550.00  |
| 3   | Sub-Base Installation, 6" Thick,<br>Complete in Place                             | 775 SY              |                  | \$10.25                                | \$7,943.75  | \$10.50   | \$8,137.50  | \$15.00                                   | \$11,625.00 |
| 4   | 19.0 mm Superpave Binder Course,<br>3" Thick, Complete in Place                   | 775 SY              |                  | \$14.31                                | \$11,090.25 | \$15.50   | \$12,012.50 | \$16.00                                   | \$12,400.00 |
| 5   | 9.5 mm Superpave Fine Grade<br>Wearing Course, 1-1/2" Thick,<br>Complete in Place | 775 SY              |                  | \$8.13                                 | \$6,300.75  | \$12.50   | \$9,687.50  | \$9.00                                    | \$6,975.00  |
| 6   | Phase Mobilization, Complete in<br>Place  | 1 LS                |                  |  | \$1,714.00  |   | \$1,500.00  |   | \$3,500.00  |
| ALTERNATE NO. 6 TOTAL:                            |   |                     |                  | \$36,069.75                            | \$50,518.75 | \$51,550.00                                       |             |   |             |

**TOTAL BASE BID**

TOTAL ALTERNATE NO. 1  
 TOTAL ALTERNATE NO. 2  
 TOTAL ALTERNATE NO. 3  
 TOTAL ALTERNATE NO. 4  
 \*Corrected Amount

\$125,126.08  
 \$55,188.63 \*  
 \$80,997.50  
 \$35,641.30  
 \$36,069.75

\$156,178.40  
 \$98,187.00  
 \$120,156.50  
 \$80,919.50  
 \$50,518.75

\$177,300.00  
 \$84,367.50  
 \$114,720.00  
 \$60,490.00  
 \$51,550.00



## MEMORANDUM

**Date:** June 20, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** VFW Banner Program

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### Background:

The VFW approached Council at the May Council meeting about the possibility of placing banners recognizing Dormont service members on West Liberty Avenue. Council asked for that to be brought back for approval at the July Council meeting.

### Discussion:

The attached information was provided by the VFW at the May meeting and explains their program.

I am asking Council for approval of this program since Borough staff are responsible for mounting the banners and removing them. Banners are installed on the sidewalk side of the pole and so they can be installed using a ladder instead of a lift truck. The initial installation of the brackets and banner takes about one half hour each.

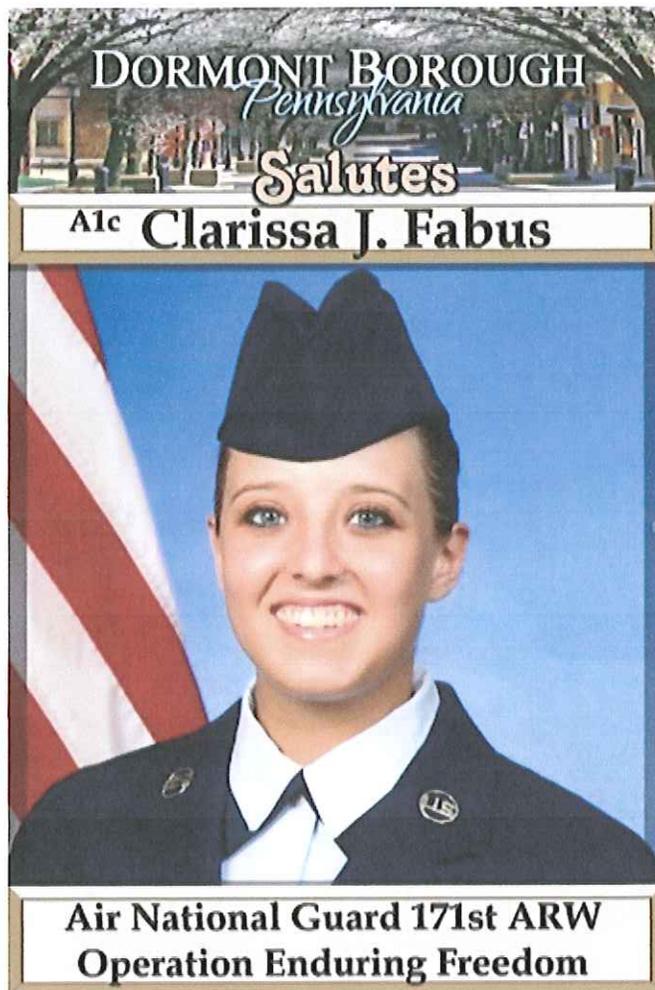
All other aspects of this program would be handled by the VFW, the same as with the Main Street banner program.

### Recommendation:

I recommend that Council approve the VFW banner program so that they can begin selling banners to interested residents.

JN

# Dormont Borough Military Banner Tribute Program



## Bridgeville community joins military banner tribute program

By Megan Guza Published: Wednesday, April 30, 2014, 9:01 p.m.

In Bridgeville, Memorial Day will last six months this year.

The borough is taking part in a military banner tribute program that originated in Castle Shannon. Residents can purchase a banner honoring a loved one in the military. The borough will display the banners on utility poles from Memorial Day through Veterans Day.

Borough manager Lori Collins had a banner made in honor of her father.

"It just took my breath away," she said. "I knew he was so proud of his service, and I knew he would be proud of me for doing it. It brought me to tears."

It is a common reaction, said Michael Warhold, president of the Castle Shannon Revitalization Committee. He helped start the banner program in his borough.

"I wanted to honor our service men and women, past and present," he said. "I was thrilled just getting (the program) started. It is beyond my wildest expectations what this has turned into."

Harry Munson, also of Castle Shannon, designs and creates the banners and has helped spread the program throughout the county.

"We came up with the idea and it just grew," he said. "And it's been a very emotional experience."

What started out as banners hanging in Castle Shannon's Memorial Park now stretch through the borough's center and down 17 miles of Route 88. Whitehall and South Park are planning to hang banners, and Carnegie and Scott councils have approved motions to move forward with the project.

In Bridgeville, parking authority member Rich McElhoes spearheaded the project locally after he saw the banners in Castle Shannon.

"It's amazing. I don't know if I've ever been in a program that elicits so many heartfelt responses from family," he said. "When you deliver a banner to them, they cry. And these (servicemen and women) deserve our respect and tribute to them."

Munson said it is the reason behind the program.

"This isn't our business. We don't make a living doing this," said Munson, who owns a design company with his wife, Tammy. "It's in support of the kids — support of the troops. It's not an individual effort, it's a community effort."

Read more: <http://triblive.com/neighborhoods/yourcarlynton/yourcarlyntonmore/5955430-74/banner-banners-military#ixzz30qfUHRAZ>

## Carnegie, Scott communities join military banner tribute

By Megan Guza Published: Wednesday, April 30, 2014

Two area communities will join a growing number of municipalities paying tribute to local veterans through a military banner program.

Carnegie and Scott voted last month to begin laying plans to hang veteran tribute banners on utility poles.

"We've just started into this," said Carnegie borough manager Stephen Beuter. "We're going to begin making a plan in May."

He said borough officials noticed the success of the banner program in neighboring communities, so when program creators pitched the idea to the borough, they decided to move forward with it.

In Scott, two banners had been ordered two days after the township approved joining the program.

"It's just a wonderful way to recognize our military," township manager Denise Fitzgerald said. "I'm excited about the program. I can't wait to get it started." The banners will run along Carothers Avenue.

Carnegie and Scott will make 15 communities in Allegheny and Washington counties participating in the program, said Michael Warhold, president of the Castle Shannon Revitalization Committee and who helped start the banner program in his borough.

"I wanted to honor our service men and women past and present," he said. "I was thrilled just getting (the program) started. It is beyond my wildest expectations what this has turned into."

Harry Munson, also of Castle Shannon, designs and creates the banners and has helped spread the program throughout the county. "We came up with the idea and it just grew," he said. "And it's been a very emotional experience."

What started out as banners hanging in Castle Shannon's Memorial Park now stretch through the borough's downtown and down 17 miles of Route 88. Whitehall and South Park are planning to hang banners, and Carnegie and Scott councils have approved motions to move forward locally with the project.

Bridgeville, has been taking applications for banners for several months, plans to hang them by Memorial Day, where they will stay through Veterans Day.

Borough manager Lori Collins had a banner made in honor of her father. "It just took my breath away," she said. "I knew he was so proud of his service, and I knew he would be proud of me for doing it. It brought me to tears." Munson said it is the reason behind the program.

"This isn't our business. We don't make a living doing this," said Munson, who owns a design company with his wife, Tami. "It's in support of the kids – support of the troops. It's not an individual effort, it's a community effort."

Megan Guza is a staff writer for Trib Total Media. She can be reached at 412-388-5810 or [mguza@tribweb.com](mailto:mguza@tribweb.com).

Read more: <http://triblive.com/neighborhoods/yourcarlynton/yourcarlyntonmore/6004761-74/program-banners-banner#ixzz30qkG0nYQ>

## Castle Shannon man's banner project a salute to vets' service

By Megan Guza Published: Wednesday, April 30, 2014, 9:00 p.m.

Michael Garritan Jr. smiles each time he drives down Willow Avenue in Castle Shannon.

There, hanging on a utility pole in front of Franco's Pizzeria, is a banner dedicated to his late father, Michael Garritan Sr., a World War II veteran who was wounded in Germany and died in 2012.

"It was great, just so great to see," said Garritan, 67, a Vietnam veteran from Castle Shannon. "He loved it when he saw it."

The banner is part of a military banner tribute program that started in Castle Shannon in 2009 and has spread through 14 other communities in Allegheny and Washington counties.

Michael Warhold, president of the Castle Shannon Revitalization Committee, spearheaded the project in his borough. Warhold, who is a Vietnam veteran, said he wanted to keep service members in the forefront of people's minds.

"I wanted to honor our service men and women, past and present," he said. "I was thrilled just getting (the program) started. It is beyond my wildest expectations what this has turned into."

Harry Munson of Castle Shannon designs the banners and has helped spread the program throughout the area.

"We came up with the idea and it just grew," said Munson, who owns a design company, HTM Designs, with his wife, Tammy. "And it's been a very emotional experience."

Banners initially hung in Castle Shannon's Memorial Park. They now stretch through the borough's business district and along 17 miles of Route 88. Whitehall and South Park plan to hang banners, and Carnegie and Scott officials have approved joining the effort.

In Bridgeville, officials plan to hang their banners by Memorial Day, said borough Manager Lori Collins, who had a banner made in honor of her father, who served in the Korean War.

The photo used for the banner shows her father and a friend on duty in Korea. She said he carried the photo with him, and kept it in on a table near his bed when he became ill.

"It just took my breath away," she said. "I knew he was so proud of his service, and I knew he would be proud of me for doing it. It brought me to tears."

Munson said that is the reason for the program.

"This isn't our business. We don't make a living doing this," he said. "It's in support of the kids — support of the troops. It's not an individual effort. It's a community effort."

Megan Guza is a staff writer for Trib Total Media. She can be reached at 412-388-5810 or [mguza@tribweb.com](mailto:mguza@tribweb.com).

Read more:

<http://triblive.com/neighborhoods/alleghenyneighborhoods/alleghenyneighborhoodsmore/6003869-74/banners-castle-shannon#ixzz30ql7weej>



## Permits to hang the banners

PennDot and Duquesne Light permit information to hang the banners...

Our PennDot contact was Kate Reiche from Senator Fontana's office

Phone: 412-344-2551

Fax: 412-344-3400

E-mail: [Kreiche@pasenate.com](mailto:Kreiche@pasenate.com)

Karen Kreitzer was our Duquesne Light contact...

Phone: 412-393-1067

Permit Application page is [www.duquesnelight.com/forYourBusiness/customerService/PoleAttachments.cfm](http://www.duquesnelight.com/forYourBusiness/customerService/PoleAttachments.cfm)

Page lists \$150 for site inspection - \$150 first pole attachment fee - \$75 for any additional attachments

Duquesne Light waived all fees beyond their \$150 site inspection...

They did require a diagram for the brackets that we use...as attached...

The borough was required to provide their insurance binder to Duquesne Light with a diagram of the bracket

## 2' wide x 3' high Banners and Brackets

These brackets were developed to save money as nothing was budgeted...

They're made of glued PVC Pipe and strapped to the phone poles...

The materials are available at Lowes at a material cost of about \$12. per bracket \$4. per strap...

Each Bracket holds 2 banners... total cost for 2' x 3' bracket with 2 straps \$20.

The 2' x 3' banners cost \$35 each...

The entire package includes

- 1- 2' x 3' banner for public Display
- 2- 2' x 3' banner for the family or (2) 12" x 18" family banners
- 3- ½ the cost for the bracket that their banner will be displayed on
- 4- Listing and banner picture on the <http://www.troopbanners.com/Dormont/> website

The Military Tribute website can be linked from the sponsoring group and borough's website

## Ordering the Banners

People drop off their information, picture and check to the sponsoring organization or at the borough building

The picture is scanned and information is inputted to the admin section of the Military Banner Tribute website.

Upon uploading the application we're notified and we draft the banner...

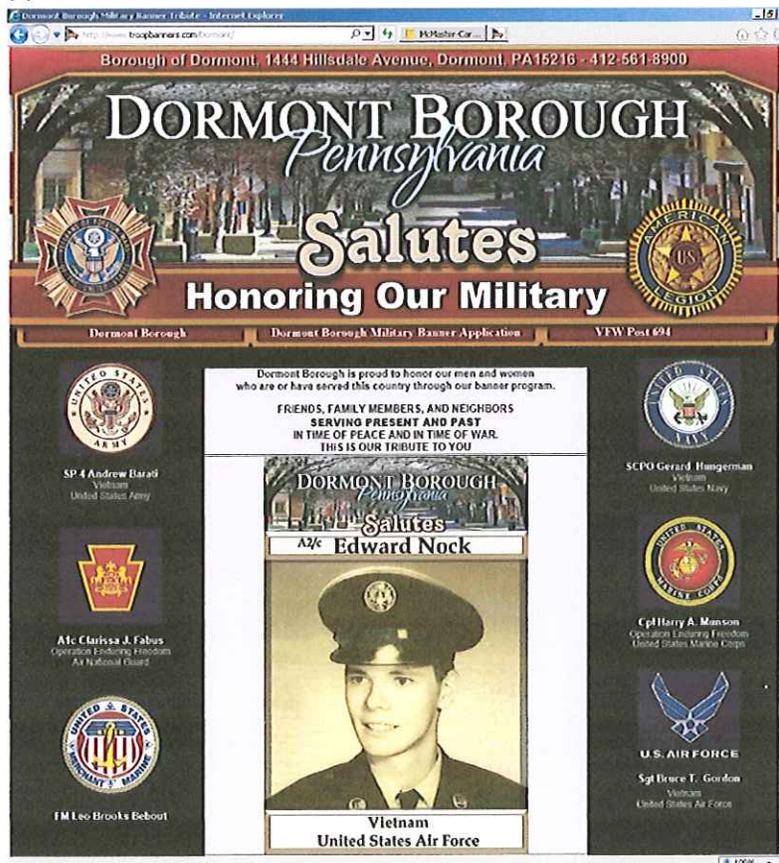
An email is sent out to the family for approval and the listing with image is activated on the website...

Checks are made out to the sponsoring organization...

We then bill the sponsoring organization when the banners are delivered...

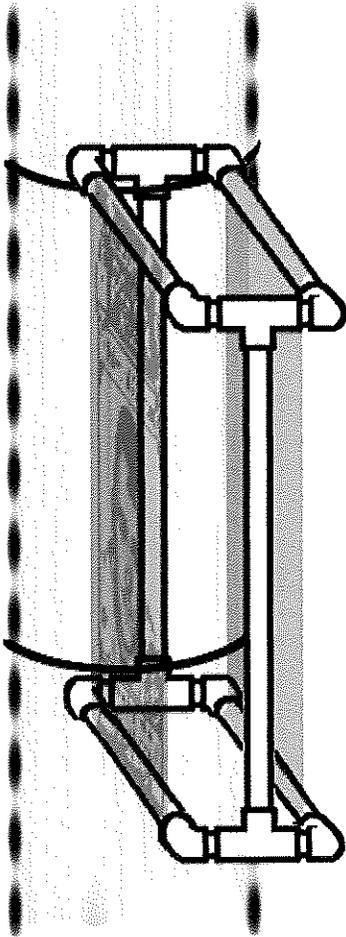
The Military Tribute website displays the banners and is provided at no charge...

This is where the family approves their banner before it goes to print...



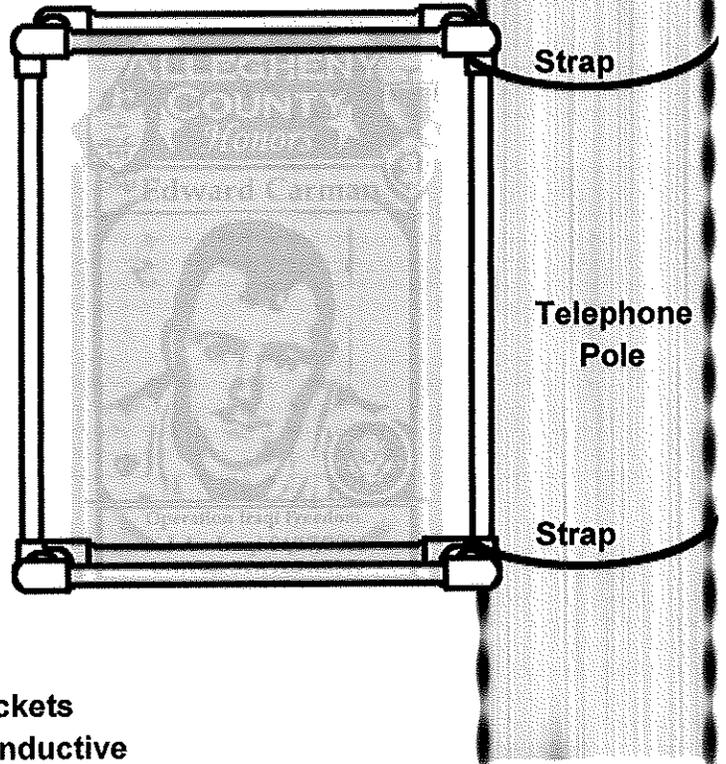
## Hanging Banner and Bracket Specifications

These banners and Brackets have a  
3 year track record  
Being Displayed in Downtown Castle Shannon



### Parts list

- 8 – ¾ PVC Elbows
- 8 – 1 ½” ¾ PVC pipe
- 4 – ¾ PVC T’s
- 2 – 32 ¾” PVC pipe
- 4 – 27” PVC pipe
- PVC Glue



### Brackets

Non Conductive

Brackets made of ¾ “ PVC-1120 480 PSI Pipe

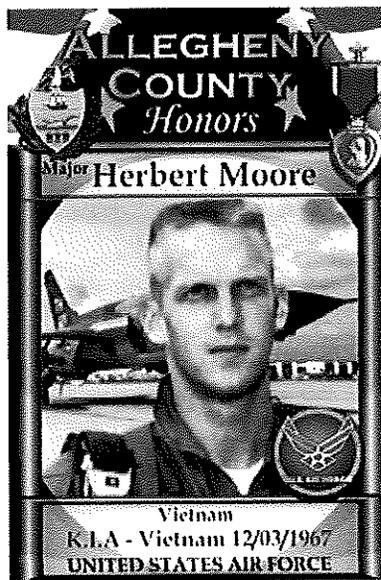
8 – PVC Glued Elbows

4 – Glued PVC T’s

36” Height – 26” Depth

2 – Banners Per Bracket

Straps on the top and Bottom T supports



**36” Height x 24” Width**

13 ounce vinyl banner,  
three-ply material with PVC  
on the outside layers and an  
800 denier polyester scrim  
inside. Anti-mildew, anti-UV,  
flame retardant. withstand  
temperatures as low as

minus 55 degrees  
Fahrenheit.

## **In order for the Military Banner Program to work**

### **Dormont Borough**

- 1- Dormont Borough to accept applications at the Borough Building from families for the program
- 2- Contact the utility company that owns the telephone poles where the banners will be displayed for permission to hang the banners
- 3- Provide the blanket insurance policy number as requested by the utility company
- 4- Hang and remove the banners annually  
The banners are hung by most communities before Memorial Day  
taken down after Veterans Day

### **Dormont VFW**

- 1- Collect and process the applications
- 2- Deposit the application checks
- 3- Accept delivery of the banners
- 4- Pay for the banners when delivered and invoiced
- 5- Purchase material for the brackets
- 6- Build the brackets
- 7- Put the banners on the brackets
- 8- Store the banners with brackets over the winter



## MEMORANDUM

**Date:** June 23, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Kronos Software Modification to Interface with New Software

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### Background:

Approximately a year ago, the Borough completed its implementation of automated time and attendance software through Kronos. As part of that implementation, we paid to develop an interface between Kronos and our application software, Freedom. Now that we are implementing new application software through BS&A, we anticipated modifying the interface to work with their software. However, Kronos has informed us that because Freedom was not true software, their interface is completely different than their normal interface and so they will need to redo the interface from the beginning.

### Discussion:

Kronos is proposing to redo the interface with the attached quote which estimates 12 hours of their time to complete the project. If the hours required turn out to be less, than our costs will go down proportionately. With Freedom, Kronos was simply creating a file that Freedom then has to grab and upload. With BS&A, the two programs can actually communicate directly which requires a different type of programming. We need to have this done in order to function smoothly when BS&A goes live by the beginning of September.

The maximum cost for the reprogramming is \$2,520. Funding for this would come from the Data Processing Department, Administration Software line item. There is currently \$19,600 in that line item for this purchase. This is a sole source purchase under our Purchasing Policy as we must use Kronos to develop the interface.

### Recommendation:

I recommend that Council authorize an expenditure of up to \$2,520 for a new payroll interface from Kronos, Inc.

JN

Attachments

Cc: Sherri Pruce, Bookkeeper



## Services Scope Statement

Borough of Dormont - 6111885

Workforce Central Integration Changes

|                 |                    |                              |           |
|-----------------|--------------------|------------------------------|-----------|
| Sales Executive | Tina Beacham       | Presales Consultant          |           |
| Expiration Date | 9/7/2014           | Service Portfolio Consultant | Bert Carr |
| Customer Name   | Borough of Dormont | File Name Control ID         | 2014-7800 |
| SSS Create Date | 6/9/2014           | Revision #                   | 1         |
| Project Type    | Services-only      | Status                       | Approved  |

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CONFIDENTIAL - Not to be disclosed to third parties without specific written consent from Kronos.



# 1. PROJECT SCOPE

This Services Scope Statement (also known as the "SSS") documents the agreement between Kronos Incorporated and Borough of Dormont concerning the services to be performed by Kronos, including the deliverables, the costs of the project, the responsibility of each party and how the project will be managed.

## 1.1. PROJECT OVERVIEW

The purpose of this project is to change integration to another payroll service. Customer will need employee import from and payroll export to BS&A Software.

## 1.3. PROJECT DURATION

Depending upon Borough of Dormont resource availability and project task capability, the duration of the project may need to be extended. This will increase the number of hours required for tasks that are performed on a weekly basis such as managing project communications, managing/updating project plans, facilitating project meetings and updating project status reports.

|                               |         |
|-------------------------------|---------|
| Estimated Duration of Project | 2 weeks |
|-------------------------------|---------|



## 2. PROJECT GUIDELINES

### 2.1. CHANGE CONTROL

If the Scope of Services defined in this document changes at any time during the course of this project, Kronos and Borough of Dormont will review and adjust the scope and budget of services through standard Kronos change control procedures.

Please review the Kronos Change Control Policy:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>

### 2.2. CUSTOMER APPROVAL OF SERVICE DELIVERABLES

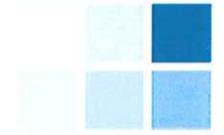
As part of the project, service deliverables may be provided to Borough of Dormont for approval and/or acceptance. Delays in customer approval/acceptance of deliverables will result in an extension of the project timeline and may result in additional services being required. To avoid project delays and increased costs, Borough of Dormont should expect to approve/accept deliverables or provide written notification of errors to Kronos within five (5) business days after receipt of the deliverable. Following the receipt of a revised deliverable, Borough of Dormont will then have an additional five (5) business days to report that all errors have been resolved and provide deliverable acceptance.



## 3. PROJECT MANAGEMENT

### 3.1. PROJECT PLANNING AND MANAGEMENT

These services will be provided remotely.



## 4. PROJECT COSTS AND RATE SCHEDULES

All estimates are quoted in USD.

### 4.1. PROFESSIONAL SERVICES - BY ROLE

| Role                   | Quantity | Unit of Measure | Part Number | Rate     | Total      |
|------------------------|----------|-----------------|-------------|----------|------------|
| Project Manager        | 2        | HR              | 9990002-ONL | \$180.00 | \$360.00   |
| Integration Consultant | 12       | HR              | 9990002-ONL | \$180.00 | \$2,160.00 |
| <b>Totals:</b>         | 14       |                 |             |          | \$2,520.00 |

### 4.2. SOLUTION SUMMARY

| Service Type                      | Estimated Cost    |
|-----------------------------------|-------------------|
| Professional Services             | \$2,520.00        |
| <b>Total Estimated Investment</b> | <b>\$2,520.00</b> |



## 5. SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

This Services Scope Statement is subject to Borough of Dormont's agreement with Kronos governing Professional, Education and Cloud Services. By signing below, Borough of Dormont's authorized representative agrees to purchase the services described herein.

ACCEPTED AND AGREED

Borough of Dormont

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Borough of Dormont may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2014.



## APPENDIX A

### 1.1. ENGAGEMENT GUIDELINES

Please review the Kronos engagement guidelines:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>



# ORDER FORM

**Quote#:** 436347 - 1  
**Expires:** 28-JUN-2014  
**Prepared By:** Beacham, Christina R

**Order Type:** Upgrade US  
**Date:** 09-JUN-2014  
**Page:** 1/2

**Bill To:** BOROUGH OF DORMONT  
1444 HILLSDALE AVENUE  
DORMONT  
PA 15216  
United States

**Ship To:** Attn:JEFF NAFTAL  
BOROUGH OF DORMONT  
1444 HILLSDALE AVENUE  
DORMONT  
PA 15216  
United States

**Solution ID:** 6111885

**Contact:** JEFF NAFTAL  
**Email:** jnaftal@boro.dormont.pa.us

**Payment Terms:** N30  
**Currency:** USD  
**Customer PO Number:**

**FOB:** Shipping Point  
**Ship Method:**  
**Freight Term:** Prepay & Add

**Order Notes:**

This order is subject to the Terms and Conditions of the Sales, Software License and Services Agreement signed by Borough of Dormont on 02/05/2013.

## PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

| Item                        | Quantity | Unit Price         | Total Price       |
|-----------------------------|----------|--------------------|-------------------|
| MOMENTUM ONLINE REMOTE TEAM | 14 Hours |                    | \$2,520.00        |
| Project Manager             | 2 Hours  | \$180.00           |                   |
| Integration Consultant      | 12 Hours | \$180.00           |                   |
|                             |          | <b>Total Price</b> | <b>\$2,520.00</b> |

## QUOTE SUMMARY

| Description        | Total Price       |
|--------------------|-------------------|
| Subtotal           | \$2,520.00        |
| Deposit            | (\$0.00)          |
| Tax                | \$0.00            |
| <b>Grand Total</b> | <b>\$2,520.00</b> |

**BOROUGH OF DORMONT****Kronos Incorporated**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

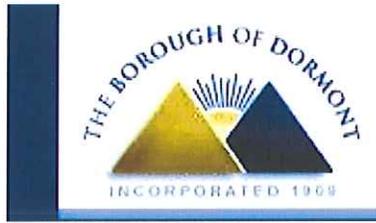
Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

*Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at [http://www.redhat.com/licenses/jboss\\_eula.html](http://www.redhat.com/licenses/jboss_eula.html). Shipping and handling charges will be reflected on the final invoice.*



## MEMORANDUM

**Date:** June 23, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager   
**Subject:** Exterior Awning Approval – 2885 West Liberty Avenue

---

### Background:

Section 181-22 of the Borough of Dormont Code regulates the projections into the area of the sidewalk in the Commercial Zoning District. This Section prohibits such projections unless expressly approved by a Resolution of the Borough Council.

### Discussion:

The owner of 2885 West Liberty Avenue, Mr. Keith Buono, submitted drawings to place an awning on the façade at the above address. He was informed of the prohibition in our Code noted above in a letter dated June 19, 2014 which is attached. He subsequently requested that I ask Council for a Resolution authorizing the placement of the awning even though it projects over the sidewalk.

Staff and I have reviewed the proposed awning and location of the awning and amount of overhang and feel that this would enhance the business's façade and not detract from the rest of the block. Therefore we recommend approval by Council of this awning.

### Recommendation:

I recommend that Council approve Resolution No. 12-2014 which permits an overhanging awning at 2885 West Liberty Avenue.

JN

Cc: Pat Kelly, Building Official

Attachments



## BOROUGH OF DORMONT

### RESOLUTION 12-2014 OVERHANGING AWNING APPROVAL

**A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE BUSINESS LOCATED AT 2885 WEST LIBERTY AVENUE TO PLACE AN AWNING ON THEIR FAÇADE THAT OVERHANGS THE SIDEWALK.**

**WHEREAS**, Section 181-22 of the Code regulates projection in the area of a sidewalk in the Commercial Zoning District; and

**WHEREAS**, Section 181-22 prohibits any projections over the area of a sidewalk in the Commercial Zoning District unless approved by a Resolution of the Borough Council; and

**WHEREAS**, the owner of the property located at 2885 West Liberty Avenue, Mr. Keith Buono, has requested Council authorization to place an awning on the façade that will overhang the sidewalk; and

**WHEREAS**, Borough staff does not feel that such an awning is detrimental to the character of the block this business is located on;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Dormont, Allegheny County Pennsylvania, in meeting assembled, and it is hereby resolved by the authority of the same, that the owners of 2885 West Liberty Avenue are permitted to place an awning on their façade that overhangs the sidewalk as described in their application.

**ADOPTED** this 7<sup>th</sup> day of July, 2014

ATTEST:

BOROUGH OF DORMONT

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Jeffrey Naftal  
Borough Manager

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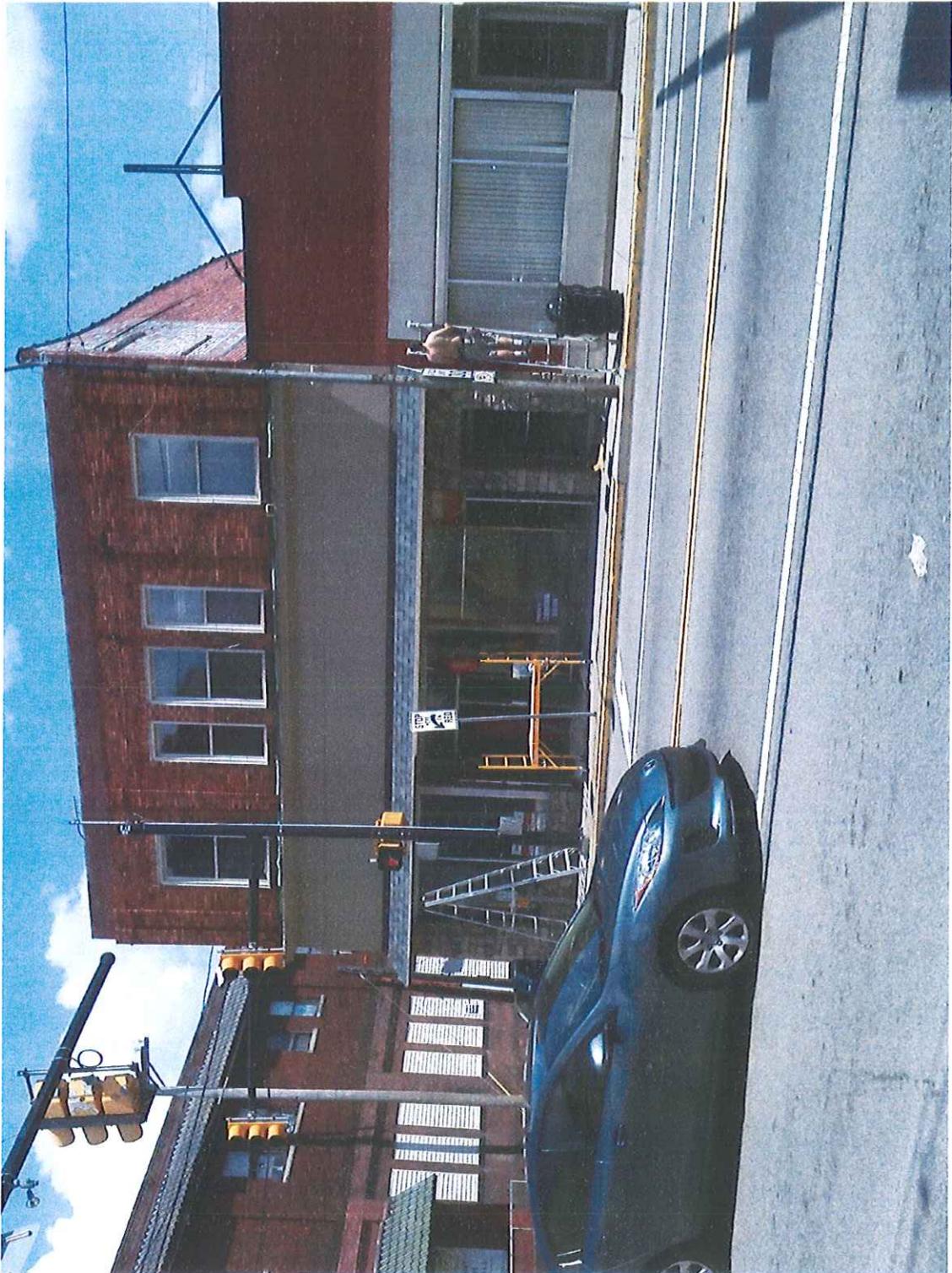
Willard McCartney  
Council President

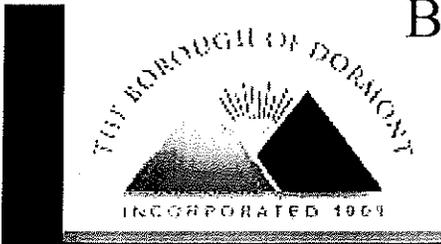


Address 288.5 W Liberty Ave

Address is approximate







# BOROUGH OF DORMONT

PITTSBURGH, PA 15216-2019

(412) 561-8900

FAX (412) 561-7805

[www.boro.dormont.pa.us](http://www.boro.dormont.pa.us)

BOROUGH MANAGER  
JEFF NAFTAL

MAYOR  
THOMAS R. LLOYD

SOLICITOR  
DODARO MATTA & CAMBEST

MEMBERS OF COUNCIL  
WILLARD MCCARTNEY, PRESIDENT  
JOAN HODSON, VICE PRESIDENT  
EUGENE BARILLA  
YVONNE COSTANZO  
JEFFREY FABUS  
JOHN MAGGIO  
VALERIE MARTINO

June 19, 2014

Mr. Keith Buono  
2885 West Liberty Avenue  
Dormont, PA 15216

RE: REQUEST FOR ZONING DETERMINATION  
2885 WEST LIBERTY AVENUE

Dear Mr. Buono,

I have reviewed your proposals for improvements to the property at the above address and have the following comments:

1. Section 181-22 of the Code regulates projections into the area of the sidewalk. It expressly prohibits any such projections, including your proposed awning, unless approved by a Resolution of the Borough Council. If you wish to proceed with the Council approval you will need to provide to me a letter indicating your desire for approval of the awning, more detailed renderings of what you are proposing, and any other information you feel will help Council make their decision favorably for your project.

Based on the above I am able to determine that the requested awning is not consistent with the Zoning Code. Once you provide additional information, and assuming it receives Council approval, this project can move forward with a building permit from our Building Official. Please check with the Building Official or review our Fee Resolution for fees associated with this permit.

Please let me know if you have any questions about this determination.

Sincerely,

Jeffrey Naftal  
Borough Manager  
Zoning Official

Cc: Pat Kelly, Building Official



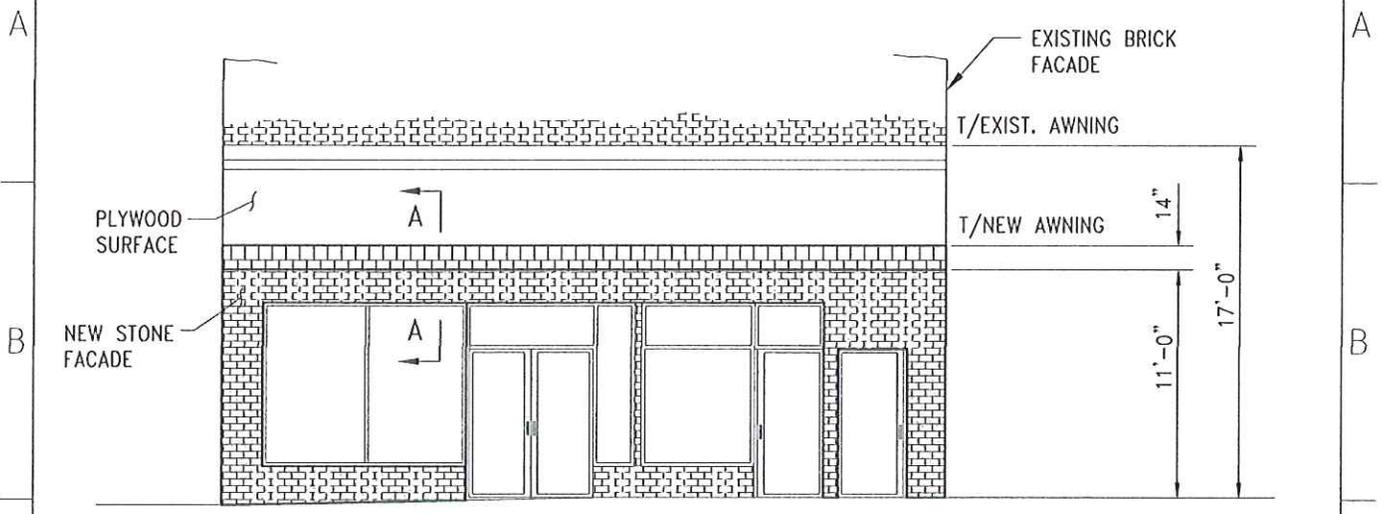
Mr. Naftal ;

I would like to construct a small cosmetic awning at the top of the windows across the front of the 2885 west liberty ave. in this awning I would like to have some accent light on a photo eye to aluminate the two store fronts from dusk to dawn. This will greatly improve the look of the front of the building from the street and remove the eye sore left from the former owners. In making this improvement of the awning it will greatly improve the look of the corner at Illinois and west liberty. The awning will not stick out any further than 16" from the face of the of the brick and will be the same distance and no further than the other cosmetic awnings on the block so that they are all uniform in size.

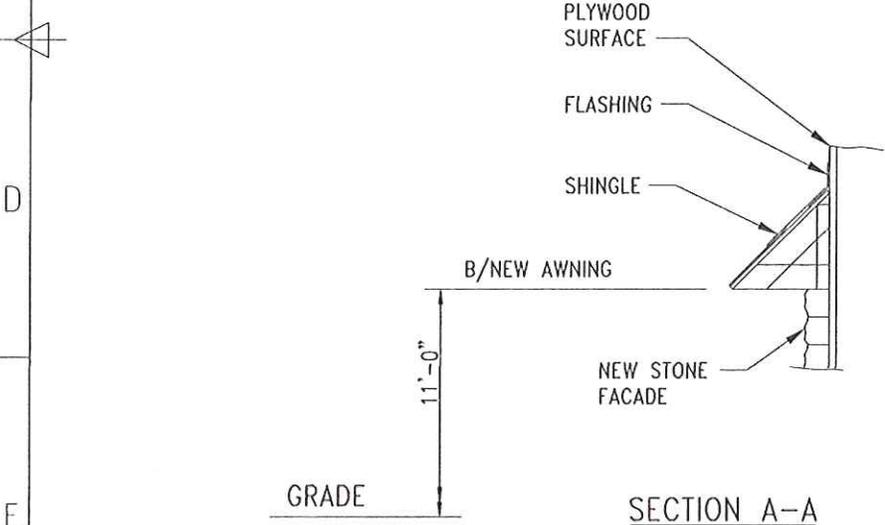
Thank you,

Keith Buono

|       |               |      |           |
|-------|---------------|------|-----------|
| 1     | 2             | 3    | 4         |
| RevNo | Revision note | Date | Signature |
|       |               |      | Checked   |



NEW STOREFRONT FACADE  
2885 WEST LIBERTY AVE.



SECTION A-A  
NEW STOREFRONT FACADE  
2885 WEST LIBERTY AVE.



| Itemref                    | Quantity                 | Title/Name, designation, material, dimension etc | Article No./Reference |                    |                |
|----------------------------|--------------------------|--|-----------------------|--------------------|----------------|
| Designed by<br>DESIGNED_BY | Checked by<br>CHECKED_BY | Approved by - date<br>APPROVED_BY_DATE           | File name<br>FILENAME | Date<br>DATE       | Scale<br>SCALE |
| BUONO_CONTRUCTION          |                          |  | STOREFRONT_RENOVATION |                    |                |
|                            |                          |  | ELEVATION-01          | Edition<br>EDITION | Sheet<br>SHEET |



## MEMORANDUM

**Date:** June 23, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Exterior Awning Approval – 1451-1453 Potomac Avenue

---

### Background:

Section 181-22 of the Borough of Dormont Code regulates the projections into the area of the sidewalk in the Commercial Zoning District. This Section prohibits such projections unless expressly approved by a Resolution of the Borough Council.

### Discussion:

The owner of 1451 and 1453 Potomac Avenue, Mr. James Grassman, submitted drawings to place an awning on the façades at the above addresses. He was informed of the prohibition in our Code on June 19, 2014. He subsequently requested via the attached letter that I ask Council for a Resolution authorizing the placement of the awnings even though they project over the sidewalk.

Staff and I have reviewed the proposed awnings and location of the awnings and amount of overhang and feel that this would enhance the business's façade and not detract from the rest of the block. Therefore we recommend approval by Council of these awnings.

### Recommendation:

I recommend that Council approve Resolution No. 13-2014 which permits overhanging awnings at 1451 and 1453 Potomac Avenue.

JN

Cc: Pat Kelly, Building Official

Attachments



## BOROUGH OF DORMONT

### RESOLUTION 13-2014 OVERHANGING AWNING APPROVAL

**A RESOLUTION OF THE BOROUGH OF DORMONT IN THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE BUSINESSES LOCATED AT 1451 AND 1453 POTOMAC AVENUE TO PLACE AWNINGS ON THEIR FAÇADES THAT OVERHANG THE SIDEWALK.**

**WHEREAS**, Section 181-22 of the Code regulates projection in the area of a sidewalk in the Commercial Zoning District; and

**WHEREAS**, Section 181-22 prohibits any projections over the area of a sidewalk in the Commercial Zoning District unless approved by a Resolution of the Borough Council; and

**WHEREAS**, the owner of the properties located at 1451 and 1453 Potomac Avenue, Mr. James Grassman, has requested Council authorization to place awnings on the façades that will overhang the sidewalk; and

**WHEREAS**, Borough staff does not feel that such awnings are detrimental to the character of the block these businesses are located on;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Borough of Dormont, Allegheny County Pennsylvania, in meeting assembled, and it is hereby resolved by the authority of the same, that the owners of 1451 and 1453 Potomac Avenue are permitted to place awnings on their façades that overhang the sidewalk as described in their application.

**ADOPTED** this 7<sup>th</sup> day of July, 2014

ATTEST:

BOROUGH OF DORMONT

---

Jeffrey Naftal  
Borough Manager

---

Willard McCartney  
Council President

6/24/2014

Dear Borough Council & Manager,

This letter is to request approval for the installation of exterior canvas awnings at 1451 (Fredo's Deli) & 1453 (Beyond Bedtime Books) Potomac Ave. This request would replace an existing awning at Fredo's deli, which was recently taken down to update buildings' facade, as well as add a new awning for Beyond Bedtime Books.

The dimensions for the requested awnings are as follows:

**Fredo's Deli –**

Length – 18 ft. 1 inch.

Height – 36 inches

Width (overhang) – 42 inches

**Beyond Bedtime Books –**

Length – 19 ft.

Height – 36 inches

Width (overhang) – 42 inches

We believe that the installation of these 2 awnings would be a great and final piece to the buildings' newly updated facade. In addition, we also believe that these awnings will contribute to the look and feel of Potomac Avenue in a very positive way.

In closing, please find the attached color swatch for your review.

Sincerely,

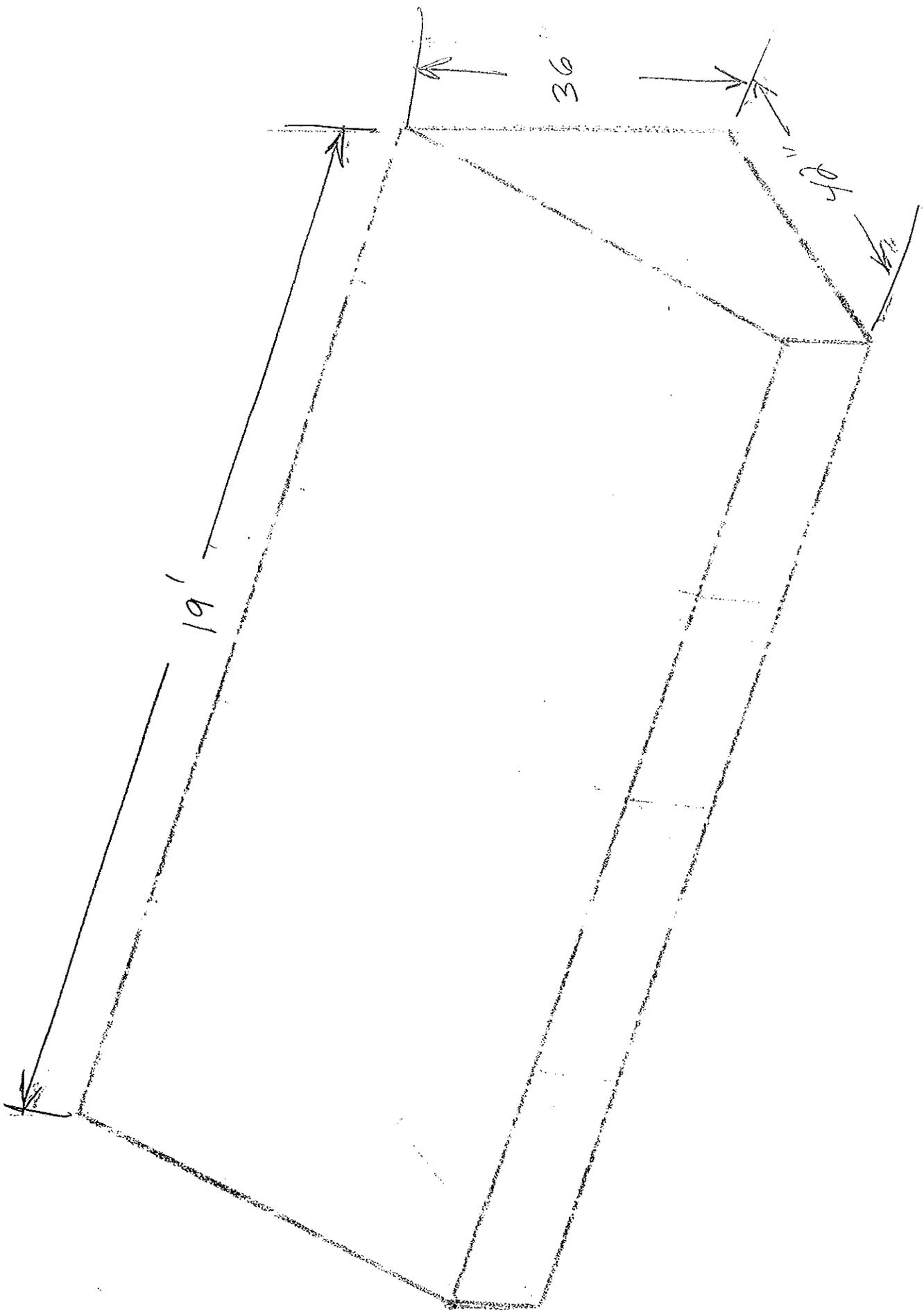


James Grassman

Building Owner

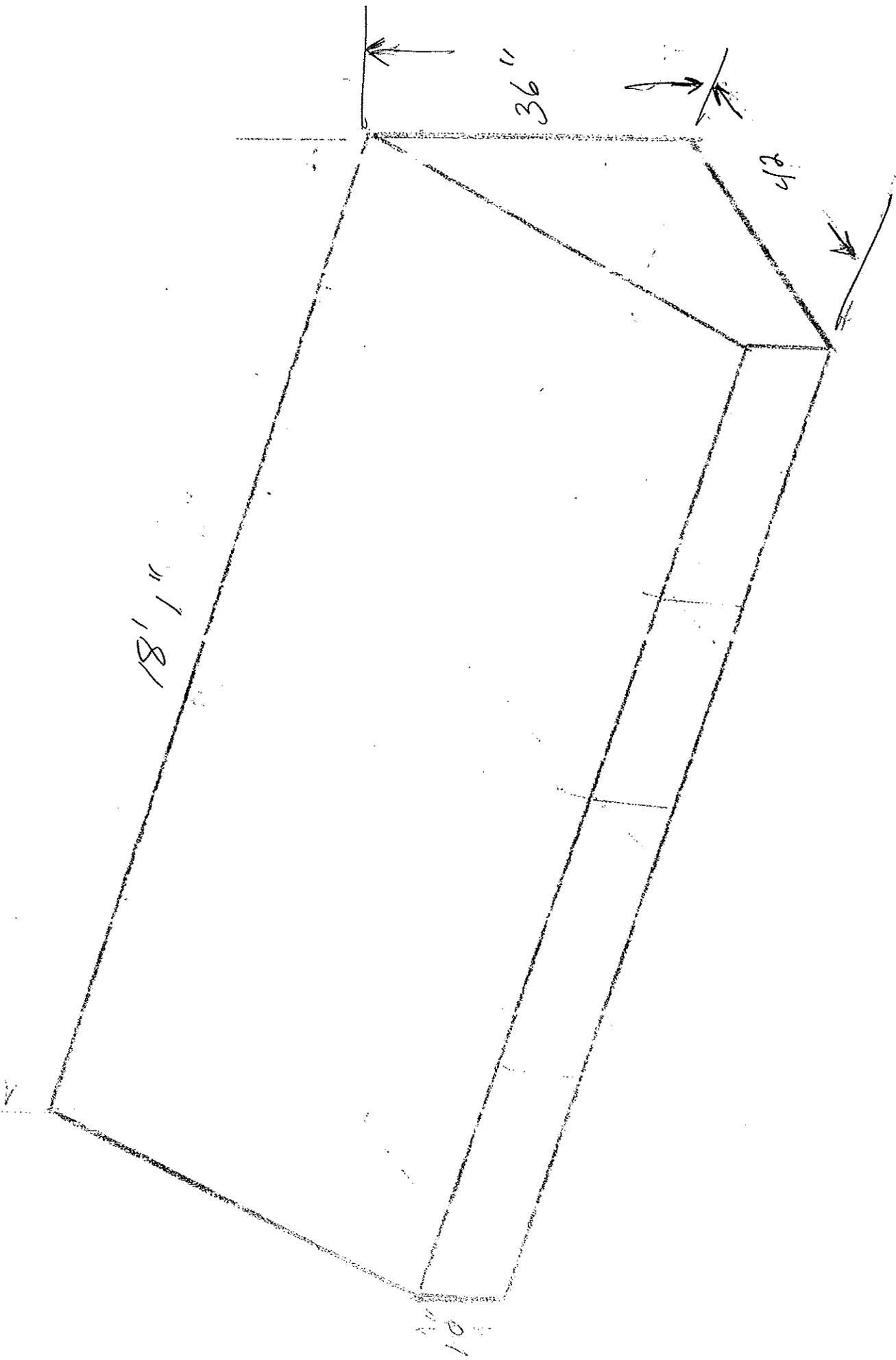






Front of Building  
Right side

\*



Front of Building  
Left side



## MEMORANDUM

**Date:** June 24, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Diversity Action Plan

---

### Background:

More and more, we are finding that Federal, State and Local grants are taking away points in their evaluations of grant applications for those municipalities that don't have a Diversity Plan. A Diversity Plan establishes the steps a municipality has taken and the steps they will take to ensure that their employees and their partners reflect the diversity of the community.

### Discussion:

In an effort to prepare ourselves for future grant applications, I am proposing that the Borough formally adopt a Diversity Action Plan that we can then provide to granting agencies to enhance our prospects for future grants. The proposed Plan, attached to this report, identifies the steps we will take to promote diversity within the Borough. The Plan is broken down into three focus areas, Dormont as an employer, Dormont as a provider of services to the community, and Dormont employees. Each area has at least one goal that we wish to attain. There is no commitment to funding for these goals, only the commitment to address them.

### Recommendation:

I recommend that Council adopt the attached Diversity Action Plan.

JN

Borough of Dormont  
Diversity Action Plan  
July 2014





### Mission Statement

The objective of the Borough of Dormont Council is to develop an action plan that fosters diversity in the Borough's hiring and community and is reached through diversity initiatives which support our similarities and differences and increase effectiveness and organizational value. To that end, the Diversity and Inclusion Action Plan (DIAP) will benefit the *entire* community by promoting:

- Openness to differences,
- Respect for individuals, and
- Inclusive participation.

These values will:

- Inform and engage the organization,
- Improve the quality of the work environment and the services we provide,
- Increase job and customer satisfaction,
- Enhance the organization's diversity skills, and
- Honor both longevity and new perspectives.

### Diversity Action Plan

The purpose of this narrative is to summarize the Action Plan for interested readers. The principal function of The Borough of Dormont Diversity Action plan is to provide concrete steps for completing the actions necessary to fulfill the Borough of Dormont's Diversity Initiative. The Borough of Dormont Diversity Action plan document contains three distinct focus areas: the Borough of Dormont as an Employer, as a Service Provider, and as Employees. This narrative addresses each of the areas in terms of the goal for that area. Like the concept of diversity itself, these three focus areas share similarities and differences.

The Borough of Dormont as an Employer has three major components listed here with an example and its planned action:

- Recognize current diversity efforts – The Borough does not currently discriminate against anyone for any reason.
- Increase intercultural/multicultural skills of Borough employees – Improve the climate for retention and recruitment by providing onsite training annually, including intercultural communication training.
- Promote partnerships and collaboration with other groups – The Borough will provide information on multicultural events to increase employees' awareness.

The Borough of Dormont as a Service Provider also has three major components and they are listed below with an example and its planned action:

- Be cognizant of similarities & differences – The Borough provides services that are responsive to all types of differences not limited to language. The Borough will have available diversity and inclusion materials that can be used in some departments. The Borough will use supervisor meetings and other training opportunities to make these programs available to all employees.
- Make services & facilities available for all abilities – The Borough complies with the Americans with Disabilities Act. A list of volunteers who can assist with accommodation will be created.
- Collaborate with providers of multilingual services for outreach – The Borough of Dormont promotes awareness of Borough services at some events. An updatable list of contacts of where and when Borough services can be promoted will be created.

The Borough of Dormont as Employees has one major component and they are listed below with an example and its planned action:

- Understand and respect similarities and differences of each other – The Borough seeks to develop a greater understanding of the ways people exist in the world. The Borough of Dormont will provide for its employees a central site for diversity resources.



## MEMORANDUM

**Date:** June 23, 2014

**To:** President, Vice-President, Council and Mayor

**From:** Jeff Naftal, Borough Manager 

**Subject:** Entrance Sign Approval – McFarland and West Liberty

---

### Background:

As part of the agreement with #1 Cochran for the development of their new dealerships along West Liberty Avenue, the Borough is to receive an entrance sign and landscaping at the corner of West Liberty Avenue and McFarland Road. There will be no cost to the Borough for this. #1 Cochran has proceeded with their construction far enough to be at a point where they must commit to a design for the entrance sign so that it will be ready when that corner is ready.

### Discussion:

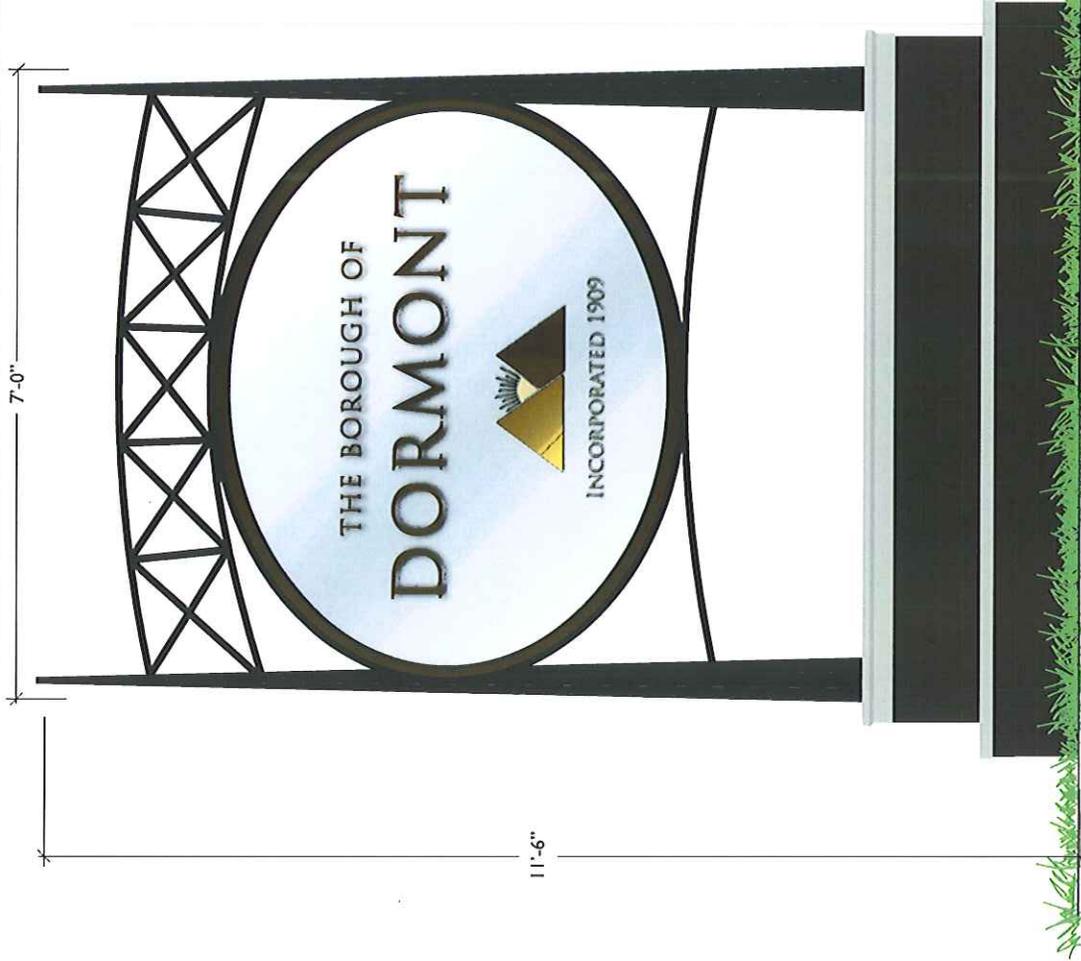
#1 Cochran had their design firm, Kolano Design, develop alternatives for the Borough to consider for the entrance sign. These designs ultimately resulted in six variations. We then had renderings done to show how the signs might look once they are in place. I asked Council to select their top two choices so that this a selection could be placed on the agenda. Of the six councilmembers who made selections, the attached sign was the first or second choice of everyone. I am therefore recommending that Council authorize #1 Cochran to move forward with that sign. Attached to this report are the Kolano drawing, the rendering for that drawing, and a sign location plan including landscaping proposed for the area.

### Recommendation:

I recommend that Council authorize #1 Cochran to construct the entrance sign known as Concept 4.1 at the corner of West Liberty Avenue and McFarland Road.

JN

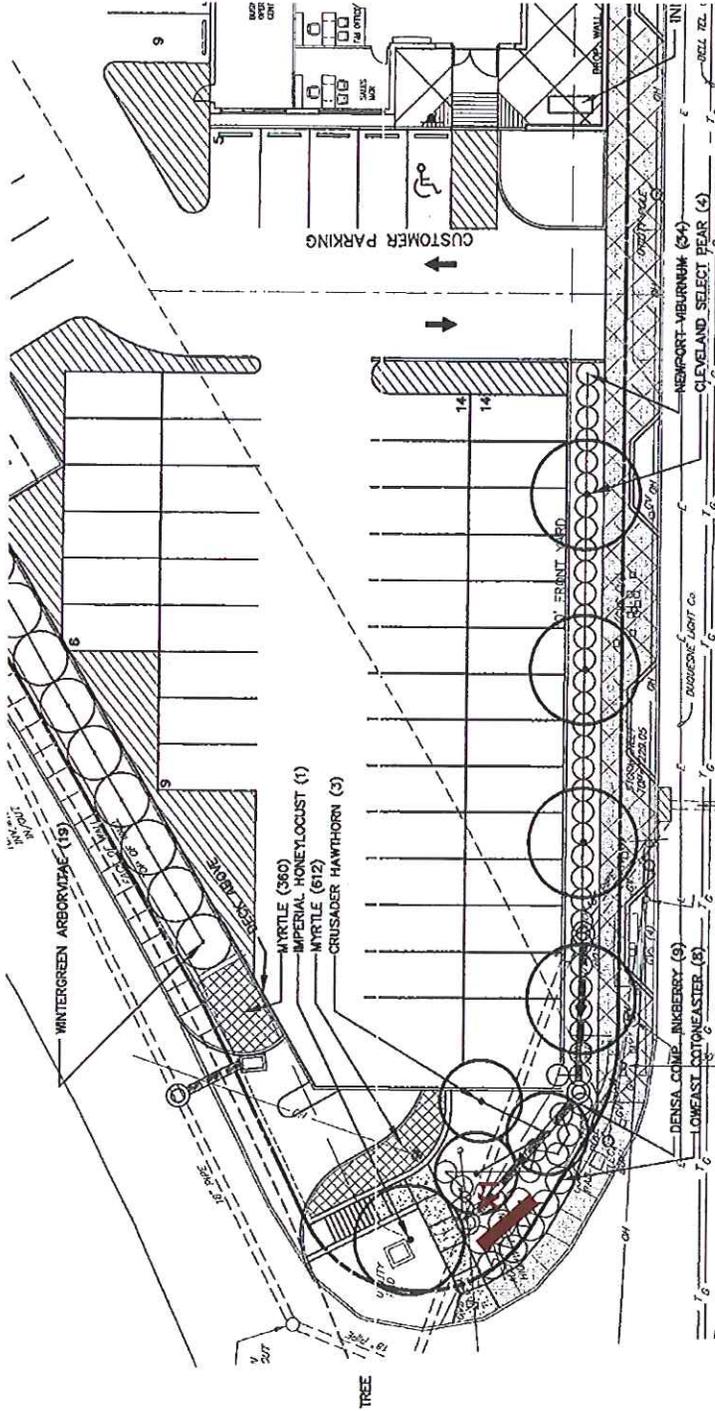
CONCEPT 4.1  
Design Intent Drawing



Dormont Welcome Sign  
Concept 4.1







**SIGN KEY**

**X1** Welcome to Dormont Sign

**GENERAL NOTES:**

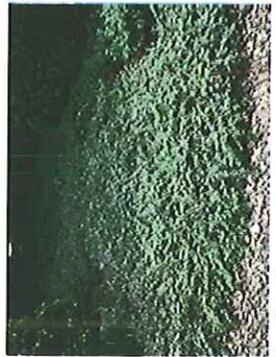
1. Sign location and positioning to be finalized.
2. Landscaping to be adjusted as required to work with sign. Kolano Design to coordinate with Faringer, McCarty, Grey, Inc.

**Sign Location Plan**

Not To Scale

**Address:**

Corner of West Liberty and Raleigh Avenues



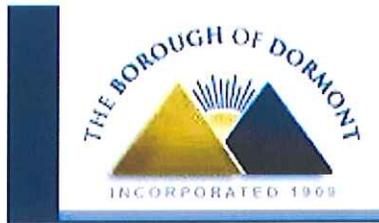
Lowfast Cotoneaster



Imperial Honeylocust



Crusader Hawthorn



## MEMORANDUM

**Date:** June 25, 2014  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *JN*  
**Subject:** Purchase of Munetrix Software

---

### Background:

When I attended the ICMA Annual Conference last year in Boston one of the vendors I spoke with was Mr. Bob Kittle with Munetrix Software. They provide software that allows municipalities (and other governmental agencies) to compare their financial status on an annual basis with both prior years internally and externally to other communities of similar size or geographical location. They are a Michigan company and it turns out they have a working relationship with our new application software provider, BS&A, who started out in Michigan.

### Discussion:

Munetrix is very interested in moving from a Michigan-only company to a nationwide company. And they have targeted Pennsylvania as their first foray outside of Michigan because of the similarities to Michigan including large numbers of municipalities and a significant amount of data available from the State. So they approached me if they could get data from us to create a site where our data would be compared to other communities in Pennsylvania and to our own history to show us what their product could do. They are also working with DCED and the State's regional planning councils on partnerships. We agreed to let them model our data since most of what they needed was obtained from our budget and audit documents and then Munetrix manually input the data into their system.

The result is a site that shows us how we are doing in a "dashboard" format with scores and colors to show how we are doing. Comparisons can be made to other cities we select and we can also forecast our budgets well into the future allowing for salary increases and debt reductions. Some examples of these are attached to this report. Once they had completed the setup of our site, Munetrix asked if they could present their software to Council to see if the Borough would be interested in being the lead for Pennsylvania on implementation. They did that at the May Council Meeting.

Following the May meeting, Munetrix submitted a revised proposal which is attached for Council review. They are proposing a first year fee of \$5,000 and then annual fees of \$1,875 for year 2 and beyond. To determine whether this pricing is reasonable I contacted a company that does a similar software product but without the ability to make external comparisons to other cities. They did not indicate any setup fees but their annual price is significantly higher than Munetrix at \$3,500 per year for a city our size.

As we have discussed previously, staff believes that this software will be another tool in helping us be transparent with the public about our finances and how we compare to other communities in the South Hills or elsewhere. We also feel that this software will allow us to plan for some of the major projects contemplated in both the Strategic Plan and the Comprehensive Plan. And finally, this software will help us present to Council and the public financial scenarios beyond next year's budget.

Should Council authorize this purchase, funds would need to come from the Contingency line item where there is currently \$79,704.08 available. This purchase is a professional service and as such, competitive bidding is not required under our Purchasing Policy. But we do have 2 quotes which is sufficient as well for a purchase of this amount. Subsequent year renewals will be budgeted in the Administration Software line item.

Recommendation:

I recommend that Council authorize the Borough Manager to enter into an agreement with Munetrix to purchase their financial performance software for a cost of \$5,000 with subsequent year purchases to be \$1,875 per year.

JN

Attachments



June 10, 2014

Mr. Jeffrey Naftal  
Manager  
Borough of Dormont  
1444 Hillsdale Avenue  
Dormont, PA 15216

Dear Jeff:

As a further follow-up to our discussions and subsequent to our visit and presentation to your council, this letter is intended to fine tune the offer for a Munetrix license, and clarify the other activity we are pursuing in Pennsylvania.

We reduced the \$10,000 implementation fee to half, and included the first year license in that amount. As you know, the more users in the system from your geographic region the better, so we expect that you would help arrange at least a demo to your peers, or other locals in your area.

We also continue to have dialogue with the county and Southwest Planning Region to try and spawn more interest in this regard too. Eventually, we will work our way to the State.

Details of the offer are below, and as well, a Subscription Agreement is included for your review.

Thank you for the opportunity to discuss this proposal further, and we hope to be able to call Dormont a Munetrix family member in the near future.

Sincerely,

A handwritten signature in blue ink that reads "Bob Kittle".

Bob Kittle  
President & CEO  
[bob@munetrix.com](mailto:bob@munetrix.com)

w/attachments

This offer is good for 60 days.

## COMMERCIAL CONSIDERATIONS

| <u>Item &amp; Status</u>                      | <u>Timing</u> | <u>Investment</u> |
|---|---------------|-------------------|
| 1. Website set-up and Implementation (at 95%) | 2 weeks       | \$5,000           |
| 2. Annual License Fee (second year, optional) | Yearly        | \$1,875           |

***Notes:***

Final verification and mapping of financials and data is assumed as part of this work. All aspects of website will be populated, including all reported debt and liabilities as included in the Debt Detail module.

The first year license will be included in the set-up and implementation for year one (net \$5,000 with sponsor/coordination agreement). This fee is an annual charge after that, billed 60 days before the renewal or anniversary date, due before the actual anniversary date. See the subscription agreement for details

Upon execution of the Agreement, Dormont would have full use and access to the entire array of Munetrix tools, including:

- Citizens Guide & Transparency, including customized guest user link and the tracking of visitor hits. This includes dozens of relative reports
- Customizable dynamic dashboard
- Unlimited Peer Groupings for comparisons
- Shared Service "Collaboratorium" including exclusive use of member contacts database for either within PA's borders or outside of them.
- ProjectTracker™
- DebtManage™
- BudgetBuilder™
- Fiscal Admin tools including BudgetBuilder™
- Data uploads
- Narratives
- Investor reports
- Open Gov transparency document & links storage
- Full access to our Contacts Database (only licensed users get access to this list as part of our privacy policy)
- Training, 2 hours personally, and all on-line training/reference material
- Frequent updates and enhancements

If we can secure the county, region or other Pennsylvania grant source to offset the cost of implementation for Dormont, we will gladly refund the difference between the annual subscription license and the implementation fee.

## **MUNETRIX SUBSCRIPTION AGREEMENT**

THIS MUNETRIX SUBSCRIPTION AGREEMENT (the "Agreement") is made by and between MUNETRIX, LLC a Michigan Limited Liability Company whose address for purposes of this Agreement is 3297 Five Points Drive Auburn Hills, MI 48326 (the "Company") and the Borough of Dormont whose address 1444 Hillsdale Avenue, Dormont, PA 15216 (the "Licensee").

WHEREAS, MUNETRIX, LLC, offers subscriptions to the Munetrix "Municipal Metrics" financial transparency database (the "Tool") for the benefit of Administrators, Finance Officers, Business Managers, and Elected Officials, whereby they may subscribe to and be issued rights to use the Tool for fiscal transparency or business management practices;

NOW, THEREFORE, the parties hereby agree as follows:

**1. Subscription.** As a condition to the Agreement, the Licensee shall pay the Company an annual fee (the License Fee") within a commercially reasonable time following the Company's receipt of the executed Subscription Agreement, the Company agrees to provide the Licensee with full access to Editing Rights to the Munetrix Tool (the "Tool") through the Company's website (Munetrix.com).

The annual subscription will have a start date coinciding with the later of the signing of this agreement, or upon registering for use of the Tool after being granted access by the company. The end date will be the first day of the following month of the subsequent year (the "Term"). Payment is due within 30 days of a) receipt of invoice and/or b) registration for use of the Tool.

The Parties agree that the term shall automatically be renewed for successive one-year periods, and the Licensee shall pay the company a subsequent License Fee for each renewal period within 30 days of receipt of the renewal invoice. If the Licensee fails to pay the subsequent License Fee, this Agreement, and the licensed access to the Tool, shall automatically terminate. The Licensee acknowledges that the License Fee may increase in subsequent renewal periods. The Company agrees to notify the Licensee at least 60 days prior to the renewal date if any increase in the License Fee will be implemented, and if a "Rate Lock" option is available.

**2. Users.** The Subscription shall provide up to three Authorized Users of the Licensees organization the right to use the Tool during the Term. For the purposes of this Agreement, the term "Authorized Users" shall mean any finance directors, chief administrators, clerks, or other employees of the Licensee that are elected or appointed during the time the Tool is being utilized and who agree to be bound by Munetrix's Terms of Use, and/or designated by the Local Government's Chief Administrative Officer. One of these Users is for full fiscal editing, one for demographic or background editing, and one for IT support. In the case the Licensee desires to have a third party provider, such as a CPA consultant, have editing access

to the Tool, a nominal administrative fee shall apply and the addition of the third party user must be authorized by the Company and the Municipality.

**3. Licensee and User's Responsibilities.** The Licensee and User shall (i) be responsible for the accuracy, quality and legality of its data entered into the Tool (or any database that utilizes the Tool) and of the means by which such data is acquired, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Tool, and notify the Company promptly of any such unauthorized access or use, and (iii) use the Tool only in accordance with the Terms of Use and applicable laws and government regulations.

The Licensee and its Users shall not (a) make the Tool available to anyone other than Authorized Users, unless otherwise allowed or authorized per this agreement, (b) sell, resell, rent or lease the Tool, (c) use the Tool to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Tool to store or transmit viruses or malicious code, (e) interfere with or disrupt the integrity or performance of the Tool or any third-party data contained therein, or (f) attempt to gain unauthorized access to the Tool or their related systems or networks and (g) discontinue, decommission or otherwise notify Munetrix to decommission any Authorized Users from having access to the Tool upon termination of their employment from the Licensee's organization.

**4. Company Responsibilities.** At a minimum of once per year, and as long as State Agencies continue to provide access to bulk data downloads, updated F65, FID and other Financial Reports released by the State will be uploaded and will replace any information in the system that has been input. This data will be labeled as "Historic" and subsequently be "locked down so no further editing is allowed. Public safety, traffic safety, certain educational performance and other data will be refreshed by the Company annually, and basic system enhancements will occur periodically at no additional charge. These updates will be in the form of slight modifications that make the system more user-friendly or intuitive, and may include various additions to data or charts that can help a municipality or the general public understand the data better. No version downloads are required by the Licensee; these updates will automatically appear once released for production and a User Notification will appear upon the Licensees next log-in. The Notification feature is TURNED ON as the Tool's default setting, and this preference may be changed by the Licensee using the system's settings.

**5. Terms of Use.** The Licensee agrees to be bound by (and comply with) and agrees to cause its Authorized Users to be bound by (and comply with) Munetrix's Terms of Use. For the purpose of this Agreement, the "Terms of Use" shall mean those certain terms of use that are set forth on Munetrix's website and relate to the usage of Munetrix's site, tools, and products, as modified from time to time. To the extent that there is any direct conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement shall control and prevail.

**6. Guest User Link.** As a condition to this Agreement, the Licensee agrees to place an approved Munetrix Citizens Guide to Finances guest user link or other means to hyperlink the Munetrix Tool to their websites homepage.

**7. Limitation of Liability.** The liability of the Company arising out of or related to this Agreement or the Tool shall not exceed the amount of the most recent Subscription Fee paid by the Licensee under this Agreement.

**8. Relationship of the Parties.** The parties to this Agreement are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**9. Assignment.** Licensee may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the Company.

**10. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. In addition to any other rights and remedies that the parties might have at law or in equity, the Company reserves the right to suspend or cancel the Licensee's Subscription and access to the Tool in the event that the Licensee breaches (or threatens to breach) any term of this Agreement.

**11. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Use of the system is also deemed an acceptance of the agreement.

**12. Governing Law.** This Agreement shall be bound by the laws of the State of Michigan without regard to its conflicts of law provisions.

**13. Entire Agreement.** This Agreement along with the Terms of Use constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

Signature Page Follows

**SIGNATURE PAGE**

**LICENSEE SIGNATURE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**AUTHORIZED USERS: (Please provide this information)**

Fiscal Editor Name: \_\_\_\_\_

Fiscal Editor Title \_\_\_\_\_

Demographic Editor Name \_\_\_\_\_ (NOT REQUIRED)

Demographic Editor Title \_\_\_\_\_

IT Coordinator Name \_\_\_\_\_ (NOT REQUIRED)

IT Coordinator Title \_\_\_\_\_

## Dormont - Open Government Transparency & Accountability Data

[United States](#) > [Pennsylvania](#) > [PA SW SPC](#) > [Allegheny County](#) > [Dormont](#)

| Name                    | Type    | Fiscal Year End | Population 2010 | Phone        | Website   |
|-------------------------|---------|-----------------|-----------------|--------------|---|
| <a href="#">Dormont</a> | Borough | December        | 8,564           | 412-561-8900 | <a href="http://www.boro.dormont.pa.us/">http://www.boro.dormont.pa.us/</a> |

### Multi-year General Fund Data for Dormont

+ Add New

| Edit                 | Year | Data Status | Fiscal Indicator Score | Scenario | Population | General Fund Revenues | General Fund Expenditures | Available General Fund Balance | Governmental Activities Long Term Debt | Taxable Value |
|----------------------|------|-------------|------------------------|----------|------------|-----------------------|---------------------------|--------------------------------|--|---------------|
| <a href="#">Edit</a> | 2014 | Workbook    | 0                      | Baseline | 8,593      | \$7,990,650           | \$7,990,650               | \$1,238,563                    |  |               |
| <a href="#">Edit</a> | 2013 | Workbook    | 0                      | Baseline | 8,593      | \$7,544,680           | \$7,517,196               | \$1,238,563                    | \$3,042,817                            | \$460,873,808 |
| <a href="#">Edit</a> | 2012 | Workbook    | 4                      | Baseline | 8,593      | \$7,520,133           | \$6,772,788               | \$1,215,451                    | \$5,510,654                            | \$405,534,400 |
| <a href="#">Edit</a> | 2011 | Workbook    | 4                      | Baseline | 8,593      | \$7,667,619           | \$7,342,968               | \$418,105                      | \$4,249,838                            | \$307,374,250 |
| <a href="#">Edit</a> | 2010 | Workbook    | 5                      | Baseline | 8,564      | \$6,724,456           | \$7,109,009               | \$581,670                      | \$4,399,929                            | \$306,563,513 |
| <a href="#">Edit</a> | 2009 | Workbook    | 4                      | Baseline | 9,305      | \$6,303,915           | \$7,031,543               | \$523,736                      | \$5,273,620                            | \$307,053,450 |
| <a href="#">Edit</a> | 2008 | Workbook    | 4                      | Baseline | 9,305      | \$7,310,517           | \$9,014,068               | \$188,591                      | \$5,973,079                            | \$236,209,550 |
| <a href="#">Edit</a> | 2007 | Workbook    |                        | Baseline | 8,564      | \$7,419,472           | \$7,371,616               |                                | \$6,695,077                            | \$237,060,250 |
| <a href="#">Edit</a> | 2006 | Workbook    |                        | Baseline | 8,564      | \$6,913,422           | \$6,404,603               |                                | \$7,108,559                            | \$238,916,350 |



Multi-year reports available for Dormont

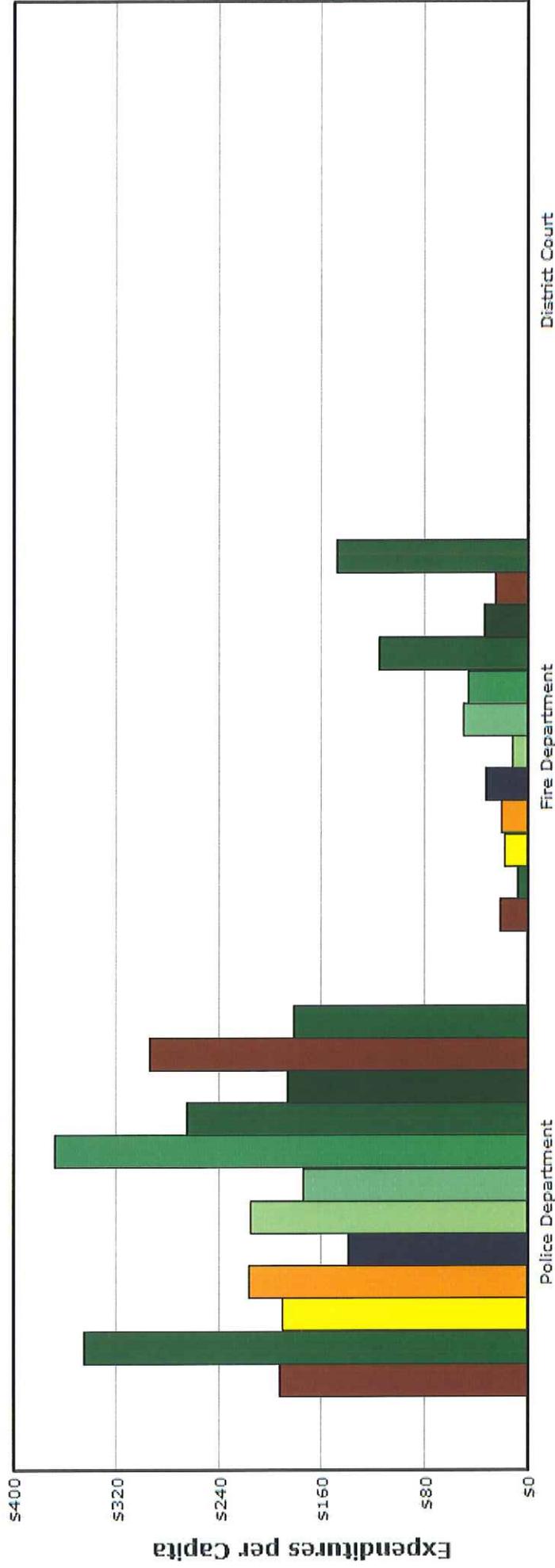
Citizens' Guide & Dashboard

Fiscal Distress Indicator Factors

Feedback

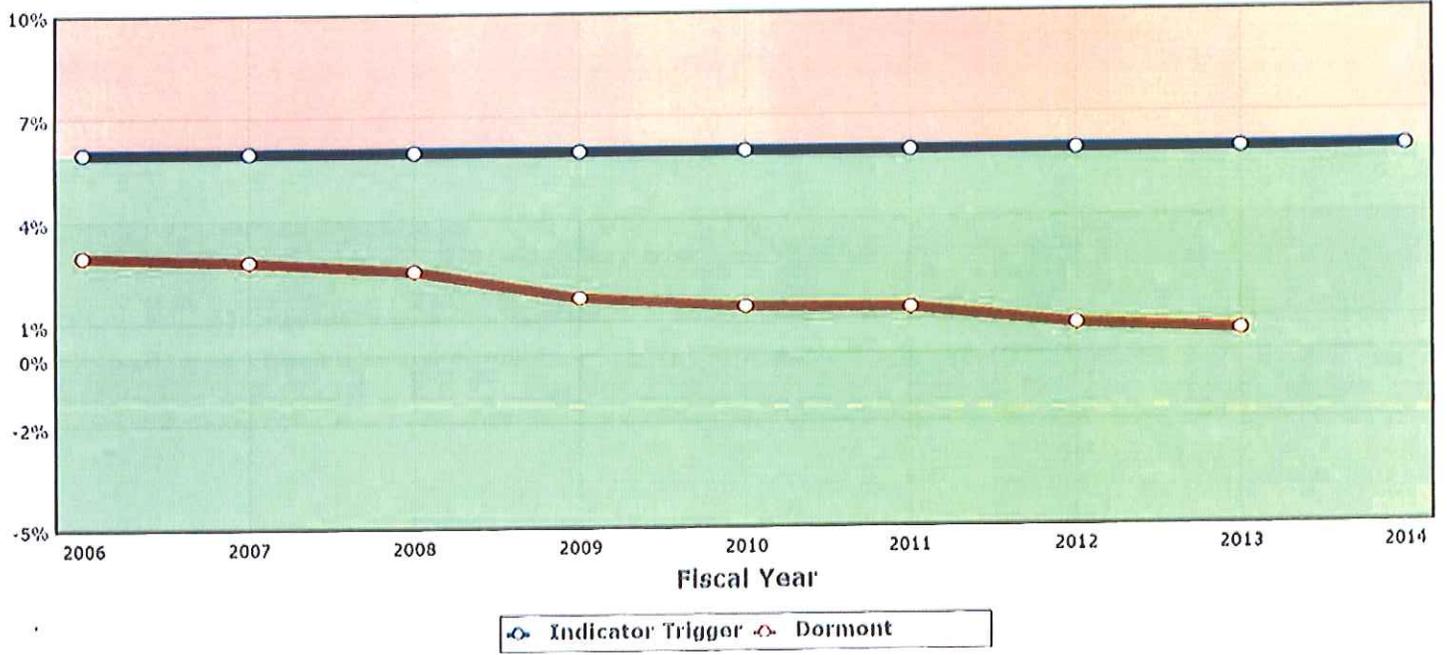
# Test Peer Group

## Expenditures per Capita 2011 - General and All Other Governmental Funds

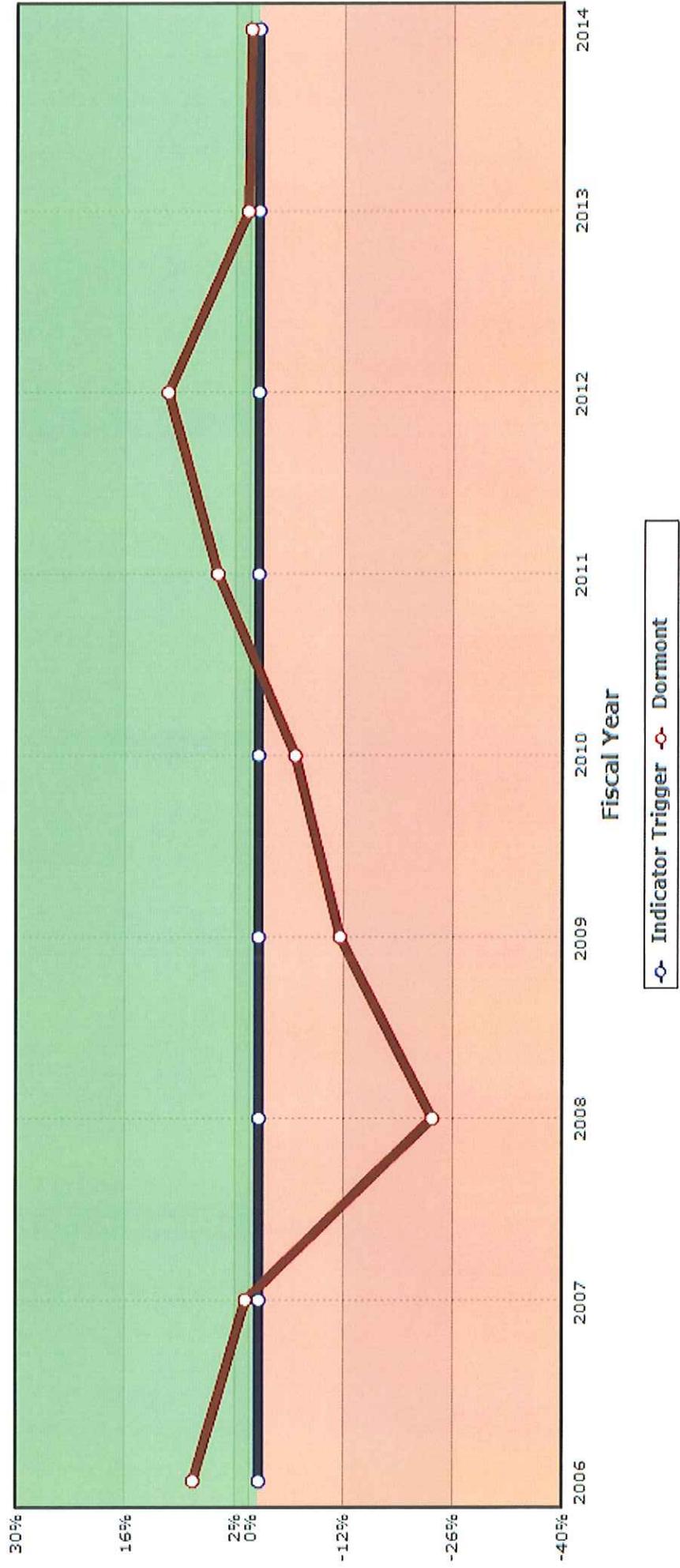


- Baldwin
- Baldwin
- Dormont
- Green Tree
- Bethel Park
- Mount Lebanon
- Brentwood
- Scott
- Carnegie
- Upper St Clair
- Castle Shannon
- Whitehall

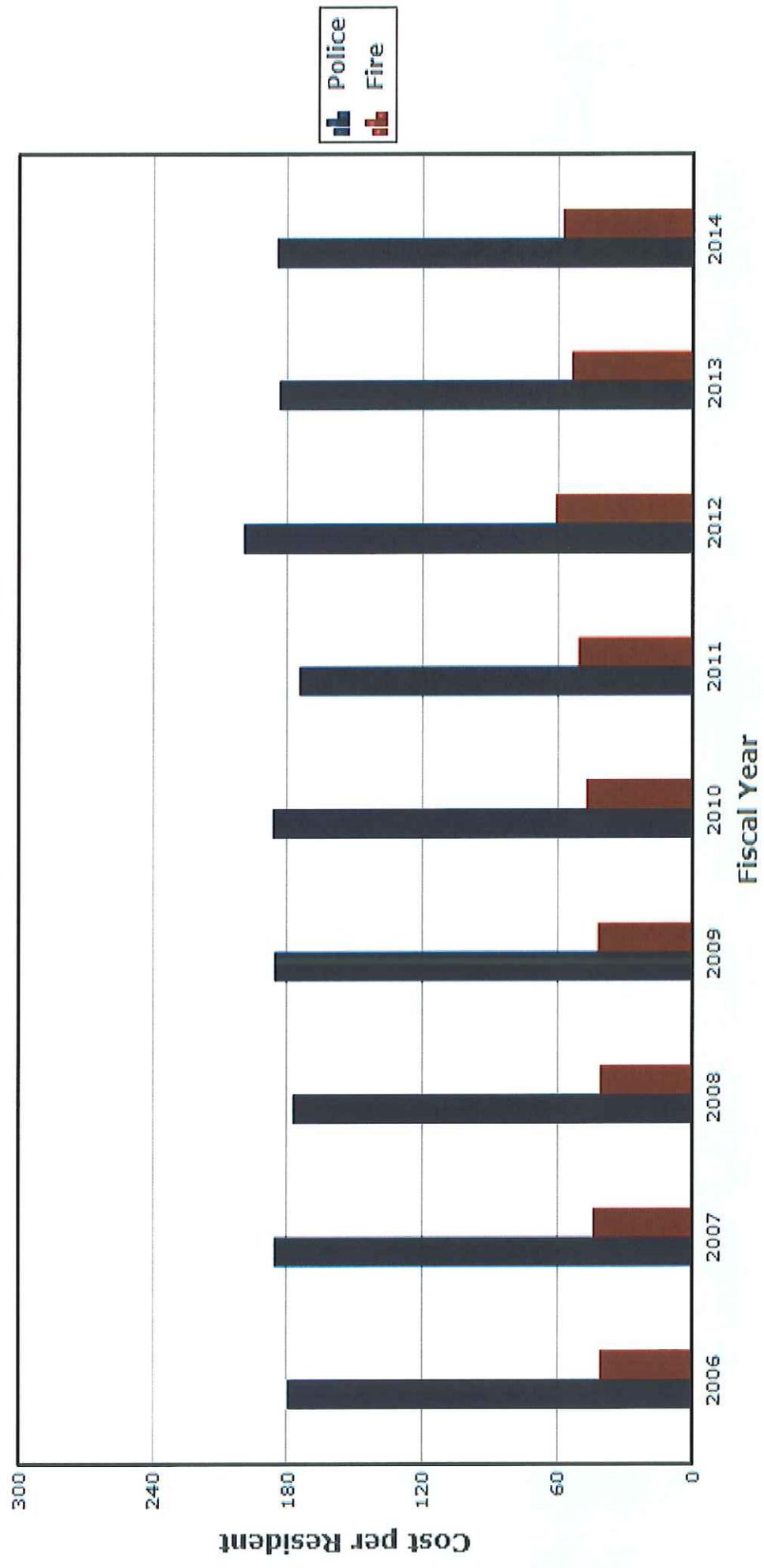
# Long-term Debt as a Percent of Taxable Value



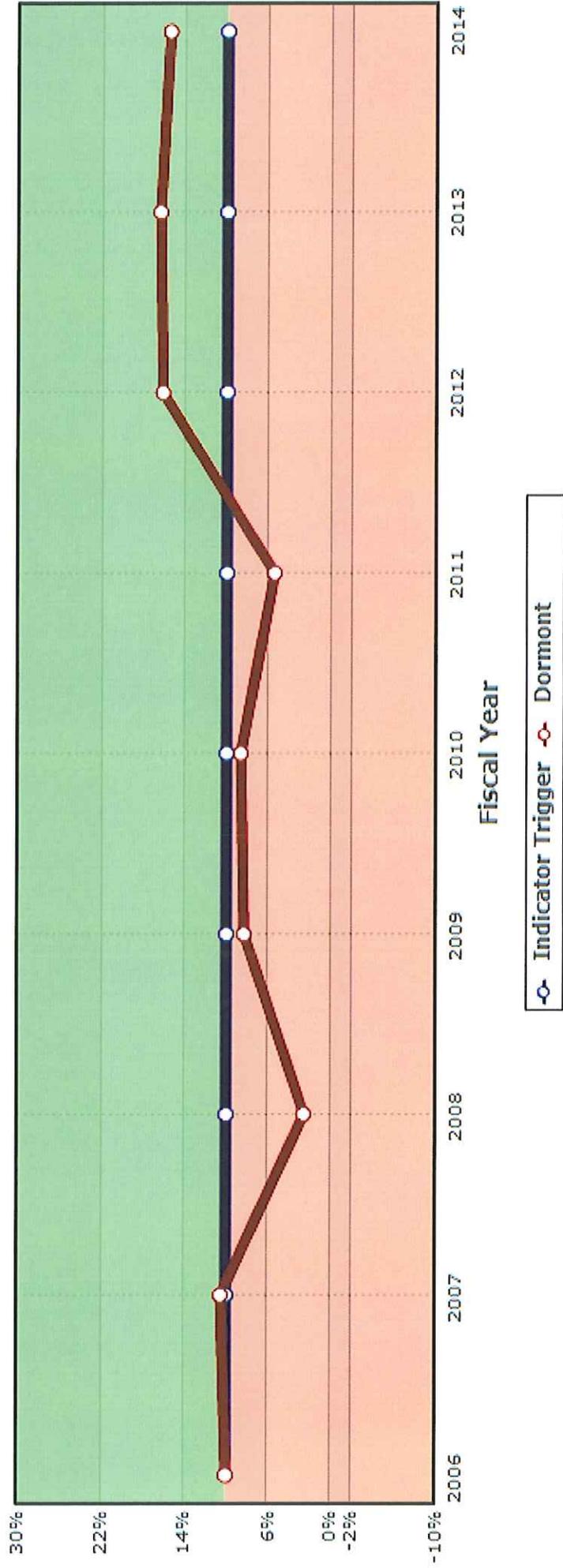
# General Fund Operating Deficit (Revenues-Expenses) / Revenues



# Dormont Public Safety (General Fund only)



# Fund Balance as a Percent of Fund Revenues





## MEMORANDUM

**Date:** November 18, 2013  
**To:** President, Vice-President, Council and Mayor  
**From:** Jeff Naftal, Borough Manager *jn*  
**Subject:** CMU Parking Study

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### Background:

In early February of this year, we found out that we had been chosen for a Carnegie Mellon University (CMU) Sustainability Project. The project we had proposed was a parking study for the Borough. Once our project was selected, a team of three graduate students was selected to evaluate our parking situation and make recommendations to the Borough on how to improve the situation. The results of their ten week project are now released and attached to this report.

### Discussion:

The CMU team used data collection and spatial analysis to determine not only what we have in the way of parking but what we need. Their data collection included surveying business customers, T-Stop riders, and our residents. While the business participation was lower than we would have liked, the residential participation more than made up for it. We sent out 2000 surveys to randomly selected addresses in the Borough. Normally on a survey such as this, a 15% return rate would be considered great. Our residents however responded at a 35% return rate, a spectacular response. This helped the CMU team generate much more detailed data and provide a much more thorough list of recommendations. A brief description of their seven recommendations follows:

Recommendation #1: Update One and Two-Way Street Designations – With this the team is recommending that the Borough look at certain streets that are currently two-way traffic and consider making them one-way in order to add parking on both sides of the street instead of only one side of the street. On the sample street they use, the Borough would gain 58 spaces by doing this. Since we have a deficit of 985 residential street spots, changes such as this could go a long way to reducing that deficit.

Recommendation #2: Expand and Amend Residential Permit Area Requirements – The team is recommending that residential parking permits be issued for all areas of the Borough. That is to ensure that parking on all residential streets is regulated. They also recommend either making the permits valid 24 hours per day or at least making them valid at night instead of the day. That is because their study found that most of the parking problems are found during the overnight hours.

Recommendation #3: Create “Flexible” Permit Areas along West Liberty Avenue – The team feels that the Borough should add metered parking two blocks in each direction from West Liberty Avenue and at the same time, ensure that residential permits as expanded in Recommendation #2 are flexible to allow residents to park at the meters without paying.

Recommendation #4: Update Residential Permit Application Process – The team recommends that the Borough amend our residential permit process to provide for additional information and control. The additional information would be the number of off-street parking spots available on the property and the number of cars that the property has. This allows the Borough to ensure that street parking permits are only issued for those residents with a valid need. For example, if a house has a driveway and garage and can hold two cars off-street, than they would not be eligible for a residential street permit if they had two or fewer cars. But if they have three cars, they would be entitled to one street parking permit.

Recommendation #5: Increase Residential Permit Fee – The team is recommending that in conjunction with expanding the zones the Borough increase the residential permit fee from \$10 per year to as much as \$40 per year. They feel that this will do two things: provide additional revenues for greater enforcement; and, encourage residents to treat street parking in a more serious manner. Their study shows that revenues could increase by anywhere from \$20,000 a year to as much as \$150,000 per year depending on participation and how high the fee is set.

Recommendation #6: Add Smart Meter System to West Liberty Avenue, Potomac Avenue, and Parking Lots – The team recommends this because they feel that with the lack of enforcement currently smart meters would enhance collection and make it easier for people to pay for their meters. They feel that the cost of the meters could be recouped by the higher residential permit fees and the increased collections of the new meters.

Recommendation #7: Promote Walking and Transit Usage – From their perspective, the CMU team feels that one way to reduce the need for parking is to promote additional walking and public transit usage. They offer a number of ideas on how to accomplish this.

The report was looked at by the members of the Traffic and Parking Planning Commission and they have recommended that they hold a public meeting on June 11, 2013 in order to hear any public comment on these recommendations. They subsequently held two more public meetings where the study was discussed and came up with their recommendations regarding the CMU study recommendations. Those are attached to this report.

My recommendations are summarized on the second attachment which lists the CMU recommendation, the Traffic and Parking Planning Commission recommendations and mine.

At this time, this information is presented for your discussion purposes only. When Council is ready to take action on one or more of the recommendations, this will go on an Agenda as an action item. We could even hold the public meeting downstairs in the Borough Hall to facilitate a larger audience should Council feel it is advisable. And would advertise the meeting on our website and through e-mail notices to residents.

Recommendation:

I recommend that Council review the attached recommendations from the Traffic and Parking Planning Commission and then set a date for a public meeting and for public comment on the CMU Parking Study no earlier than the February 2014 meeting.

JN

Attachments

Cc: Traffic and Parking Planning Commission



# Traffic and Parking Planning Commission

## Meeting Minutes

Date: October 8, 2013  
Time: 7:00 PM  
Location: Dormont Municipal Center  
T&PPC Attendees: John Sparvero, Robert Tamburo, Joe Costanzo, Ed Massery

Meeting started at 7:05 PM by Mr. Sparvero. Agenda for meeting included review of two applications for reserved accessible parking spaces and discussion of recommendations based on the CMU parking study.

### 1. Topics Discussed

#### **Reserved Accessible Parking Space Applications**

Mr. Sparvero reviewed Mr. Kessler's application. Applicant indicated he still drives in response to Mr. Massery's question. Mr. Sparvero shared that he always sees parking spots on the applicant's street when he visits the area. Mr. Kessler informed the T&PPC that people from other streets often park in front of his home. He indicated that he has two vehicles; one for himself and one for his son. He has considered adding a parking pad, but cost is prohibitive.

Mr. Sparvero moved to recommend reserving a parking space near Mr. Kessler's residence waiving the physician's certification and recognizing the state requirement due to applicant's severe medical condition. Mr. Costanzo seconded the motion. All present T&PPC members voted in favor of the recommendation.

Mr. Sparvero reviewed Mrs. Karako's renewal application for her rental unit on Glenmore Ave. She explained that she was re-applying for a reserved parking space because her hip surgery was postponed. She answered various questions about off-street parking indicating that she is not permitted to use the driveway or garage.

Mr. Sparvero moved to grandfather Mrs. Karako's application under the previous policy and recommend extending the reserved parking space for another six months. Mr. Costanzo seconded the motion. All present T&PPC members voted in favor of the recommendation.

### Parking Study Recommendations

Previously discussed recommendations (see meeting minutes from 09/23/2013) were discussed further and voted upon. Recommendations itemized below with votes.

#### Study Recommendation #1: Update One and Two Way Street Designations

- Recommend conducting a study to determine which two-way streets with parking on one side would meet the width requirements for designating as one-way streets with parking on both sides.
  - Votes: Yes - Mr. Costanzo, Massery, Sparvero, Tamburo | No - none.
- Recommend updating qualifying two-way streets, as per study results, if and only if 1) the street has a significant parking deficit, 2) the fire chief and police chief recommend the update, and 3) updating would not have an adverse affect on traffic patterns for adjacent streets.
  - Votes: Yes - Mr. Costanzo, Massery, Sparvero, Tamburo | No - none.

#### Study Recommendation #2: Expand and Amend Residential Permit Areas

- Recommend enforcing residential permits from 9 AM to 9 PM, Monday through Friday if and only if additional hours can be adequately enforced.
  - Votes: Yes - Mr. Tamburo | No - Mr. Costanzo, Massery, Sparvero
- Motion made and seconded to increase enforcement of residential permit zones for 24 hours, Monday through Friday.
  - Votes: Yes - Mr. Costanzo, Massery, Sparvero | No - Mr. Tamburo
- Recommend conducting further studies to ascertain the need and feasibility of expanding residential parking zones to currently unpermitted areas.
  - Votes: Yes - Mr. Tamburo | No - Mr. Costanzo, Massery, Sparvero
- Motion made and seconded to expand residential permit parking zone for entire Borough.
  - Votes: Yes - Mr. Costanzo, Massery, Sparvero | No - Mr. Tamburo
- Recommend maintaining the current zone designations for residential permits.
  - Votes: Yes - Mr. Tamburo | No - Mr. Costanzo, Massery, Sparvero
- Motion made and seconded to recommend a single zone designation for residential permits throughout entire Borough.
  - Votes: Yes - none | No - Mr. Costanzo, Massery, Sparvero, Tamburo
- Motion made and seconded to recommend three separate zone designations for residential permits; one zone North of T-Tracks, one zone South of tracks to W. Liberty Ave, and one zone South of West Liberty.
  - Votes: Yes - Mr. Costanzo, Massery, Sparvero, Tamburo | No - none

#### Study Recommendation #3: Create "Flexible" Permit Areas Along West Liberty Avenue

- Recommend that metered parking not be expanded to blocks adjacent to W. Liberty Ave.
  - Votes: Yes - Mr. Costanzo, Massery, Sparvero, Tamburo | No - none
- Recommend that parking needs of business and residents along W. Liberty Avenue and Potomac Avenue be thoroughly evaluated.
  - Votes: Yes - Mr. Costanzo, Massery, Sparvero, Tamburo | No - none

Study Recommendation #4: Update Residential Permit Application Process

- Recommend further data collection to evaluate parking needs by some means other than the residential permit application process.
  - Votes: Yes - Mr. Tamburo | No - Mr. Costanzo, Massery, Sparvero
- Motion made and seconded to recommend to evaluate parking needs through a simple residential permit application process.
  - Votes: Yes - Mr. Costanzo, Massery, Sparvero | No - Mr. Tamburo

Study Recommendation #5: Increase Residential Permit Fee

- Recommend re-evaluating permit fee to be consistent with the cost of administration and personnel to adequately enforce parking.
  - Votes: Yes - Mr. Tamburo, Costanzo, Massery, Sparvero | No - none

Study Recommendation #6: Add "Smart" Meter System to West Liberty, Potomac and Public Lots

- Recommend installation of smart meters in public lots and postpone installation of smart meters on streets.
  - Votes: Yes - Mr. Tamburo, Costanzo, Massery, Sparvero | No - none

Study Recommendation #7: Promote Walking and Transit Usage

- Recommend investigation into programs for promoting walking and transit usage.
  - Votes: Yes - Mr. Tamburo, Costanzo, Massery, Sparvero | No - none

**2. Miscellaneous**

- Meeting adjourned at 9:15 PM.

**3. Next Scheduled Meeting(s)**

- November 12, 2013 @ 7:00 PM in Dormont Municipal Center.

Minutes Prepared by Robert Tamburo (Secretary)

**CMU PARKING STUDY**  
**RECOMMENDATION COMPARISON**  
**DECEMBER, 2013**

| ITEM # | CMU RECOMMENDATION                                       | T&PPC RECOMMENDATION  | MANAGER RECOMMENDATION   |
|--------|--|---|--|
| 1      | Update One- and Two-Way Street Designations              | <p>1A. Conduct a study to determine which two-way streets with parking on one side would meet the width requirements for designating as one-way streets.</p> <p>1B. Update qualifying two-way streets, as per study results, if the street has a significant parking deficit, the Fire Chief and Police Chief recommend the update, and updating would not have an adverse affect on traffic patterns for adjacent streets.</p> | <p>I concur with the Traffic &amp; Parking Planning Commission on this. Because of the many logistical issues I would not implement this without a comprehensive study and buy-in from everyone concerned.</p>   |
| 2      | Expand and Amend Residential Permit Area Requirements    | <p>2A. Increase enforcement of residential permit zones for 24 hours Monday through Friday.</p> <p>2B. Expand residential permit parking zones for the entire Borough.</p> <p>2C. Create 3 separate zones for residential permits: North of the "T" tracks; South of the "T" tracks to West Liberty; and, South of West Liberty.</p>  | <p>I would make enforcement of zones 24 hours a day, 7 days a week. That is because our most crowded times are when people are at home which is nights and weekends. Leaving out weekends will only allow parking problems to continue on those days. I agree that we should have residential parking permits for the entire Borough.</p> <p>I like the Traffic &amp; Parking Planning Commission's proposal to split the zones into 3. This allows for easier enforcement by the Police and easier understanding for residents.</p> |
| 3      | Create "Flexible" Permit Areas Along West Liberty Avenue | <p>3A. Do not expand metered parking to blocks adjacent to West Liberty Avenue.</p> <p>3B. Thorough evaluate the parking needs of businesses and residents along West Liberty Avenue and Potomac Avenue.</p>  | <p>I agree that we should have a through evaluation of the parking needs on West Liberty and Potomac and still think that Streetline would be a good start for that. Given the lack of data, I concur that we should expand metered parking at this time.</p>  |

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| 4 | Update the Residential Permit Application Process                                | 4A. Evaluate parking needs through a simple residential permit application process.  | I agree that we should create a simple, probably online, process for getting the residential parking permit that will allow us to collect the data we need on parking availability.  |
| 5 | Increase the Residential Permit Fee  | 5A. Re-evaluate permit fee to be consistent with the cost of administration and personnel to adequately enforce parking rules. | Given Council's decision at the last budget workshop not to increase this fee I believe that we can revisit this with the 2015 budget process.   |
| 6 | Add a Smart Meter System to West Liberty Avenue, Potomac Avenue and Parking Lots | 6A. Install smart meters in public lots and postpone installation of smart meters on streets.                                  | We are already budgeted for 5 additional kiosks in 2014 and then we can see if our smaller lots warrant a kiosk. After we have time to evaluate their effectiveness would be the time to consider placing kiosks on the street to replace street meters. |
| 7 | Promote Walking and Transit Usage  | 7A. Investigate programs for promoting walking and transit usage.  | I agree and think the Traffic & Parking Planning Commission and the Recreation Board could both be involved in finding ways to promote this.   |