



A. PROJECT INFORMATION

1. APPLICATION IS: Development Project Protest Appeal

2. STAFF REVIEW DATE: 6/16/2020

3. SITE INFORMATION

Development Address: 519 54TH St

Parcel ID(s)/Lot-and-Block Number(s): 81-A-143, 81-A-145, 81-A-147

Project Description: Construction of three new 4-story townhomes

3. CONTACT INFORMATION

Applicant Name: Ryan Indovina

Applicant Contact (phone and email): (412) 363-3800 rd@indovina.net

B. ZBA HEARING INFORMATION

Zone Case # *139* Click here to enter text. of *2020* Click here to enter text.

Date of Hearing: *August 13, 2020* Click here to enter text. Time of Hearing: *9:50 a.m.* Click here to enter text.

Zoning Designation: H

Neighborhood: Upper Lawrenceville

Zoning Specialist: ZC

C. ZBA REQUESTS

Type of Request Variance: Code Section: 905.02.C

Description: 3200 sf min. lot size required; 2002, 2339, & 2387 sf requested

Type of Request: Variance Code Section: 905.02.C

Description: 3 stories required; 4 stories requested

Type of Request: Variance Code Section: 905.02.C

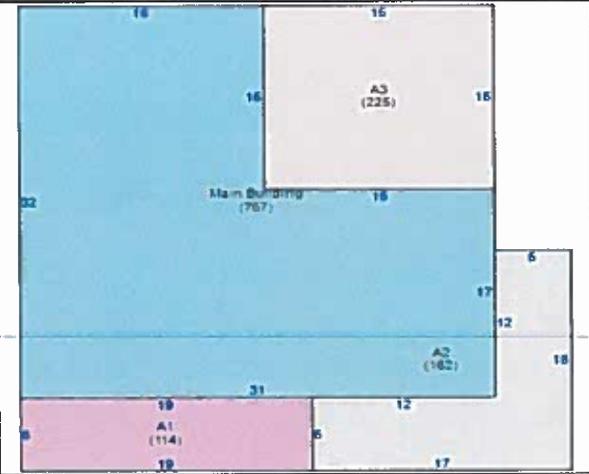
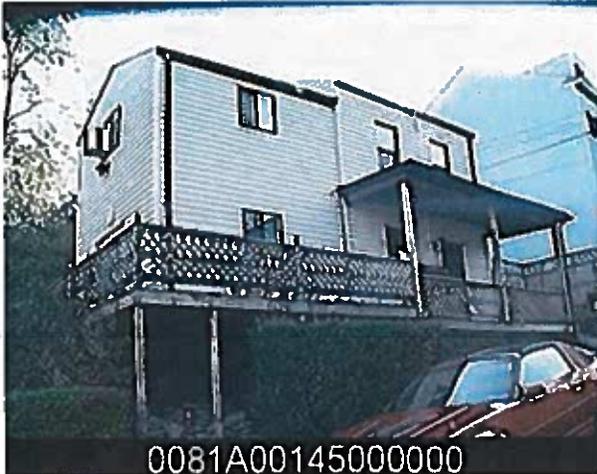
Description: Max disturbance of 50% total lot area; 55% requested

Type of Request: Special Exception Code Section: 911.01.G

Description: Single family attached homes permitted in H district via SE

Parcel ID : 0081-A-00145-0000-00
Property Address : 519 54TH ST
PITTSBURGH, PA 15201

Municipality : 110 10th Ward - PITTSBURGH
Owner Name : STEEL TOWN PROPERTIES M3 LLC



Main Building		767 Sq. Ft.
A1	Wood Deck	114 Sq. Ft.
A2	Porch Frame - Open	162 Sq. Ft.
A3	Full Basement (conv main bldg) 1 story frame	225 Sq. Ft.



PSI Proposal No. 0803-295456
December 3, 2019

Professional Service Industries, Inc.
850 Poplar Street
Pittsburgh, Pennsylvania 15220
Phone: (412) 922-4001
Fax: (412) 922-4014

Mr. Michael Wright
Steel Town Properties, LLC
133 South 20th Street, Suite 1
Pittsburgh, Pennsylvania 15203

Re: Proposal for Geotechnical Engineering Services
54th Street & Kent Way Redevelopment
City of Pittsburgh - Lawrenceville, Allegheny County, Pennsylvania

Dear Mr. Wright,

Pursuant to our November 20, 2019 telephone conversation, Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to provide this proposal to provide geotechnical engineering services for the above-referenced project. Presented below is a review of furnished project information, along with our proposed scope of services, schedule, and fee information.

PROJECT UNDERSTANDING

Based on our discussion, we understand the project will consist of demolition of the existing residential structure and construction of a new, four-story apartment structure. The structure will be up to approximately 50 feet in depth into the property starting approximately 8 feet from the southern property boundary. The width has not been determined at this time but is anticipated to be no greater than about 70 feet. The lowest level will be for a garage and will be partially to completely below-grade. Details concerning construction type and maximum structural loads have not been provided at this time. Preliminarily, we have assumed reinforced concrete or masonry walls and a concrete slab-on-grade at the lowest level and wood and/or structural steel framing at the upper levels, maximum column loads of 150 kips, maximum wall loads of up to 12 kips per lineal foot, and maximum floor loads (garage level) of 250 psf. We have assumed the garage floor level will be established within approximately 5 feet of the existing structure's first floor level.

The site includes an existing residential structure with two floor levels above grade (wood-framed) and one floor level partially to completely below grade (masonry). A patio area exists adjacent to the east side of the structure and includes a masonry retaining wall along the 54th Street sidewalk up to approximately 3 feet in height. Adjacent to the east and west sides of the structure, surface topography is generally level to moderately sloping downhill to the west and southwest. A concrete retaining wall is present at the southwest property corner and is up to approximately 2 feet in height above the sidewalk level. A gravel driveway exists extending northwest from the northwest corner of the building structure and is accessed from Kent Way. Surface topography north of the driveway and aforementioned side yards is wooded and ascends steeply uphill to the north and northeast to a plateau area consisting of grass and sparse trees.





The slopes consist primarily of rock outcropping with a thin cover of overburden soil (estimated to be less than about 3 feet). The maximum slope height is estimated to be approximately 25 feet and inclinations are estimated to range from approximately ½H:2V to 5H:1V. Rock outcroppings are also visible along 54th Street to the east of this and the immediately adjacent property.

Should any of the above information or assumptions made by PSI be inconsistent with the planned construction, we request that you contact us immediately to allow us to make any necessary modifications to this Proposal.

SCOPE OF SERVICES

The subject property is limited with respect to accessible areas to perform borings. We propose to drill at least 2 borings at the driveway area. Access to the areas immediately north, northeast, and east of the structure do not appear to be possible due to the rock outcrop immediately adjacent to the north side of the structure and due to the retaining wall and wooden privacy fence east of the structure. Available space at the southwest corner area is limited by a large tree and steep terrain. PSI will determine the accessibility further upon mobilization of drilling equipment. Based on the proposed new construction, we propose to drill 4 test borings at the site. One test boring is desirable at the open plateau area at the northern side of the property. However, access to this area can only be accomplished from the western side of the property and provided there are sufficient trees to winch the rig onto the plateau. PSI will determine the accessibility to this area further upon mobilization of drilling equipment. Accordingly, we have developed a total cost estimate based on a total of four test borings.

We anticipated that shallow auger refusal conditions exist at this site (less than about 5 feet). We propose borings around the existing structure to depths of 20 feet below existing surface grades and have assumed auger refusal conditions at 5 feet below existing surface grades. Rock coring will be performed below auger refusal to achieve the indicated boring depths. If the plateau area boring can be performed, we propose to advance the boring to a depth of 35 feet below existing surface grade. PSI's total fee will be based on the actual quantities of drilling and sampling performed.

Drilling will be performed using hollow-stem augering and rock coring equipment. Standard Penetration Testing and disturbed sampling of overburden soils will be performed at 3-foot intervals. Borings will be located in the field by PSI using the provided Allegheny Land Surveying "Plan of Survey" drawing dated August 1, 2019 and the existing site features as references.

SITE ACCESS

PSI anticipates drilling on-site on weekdays during the hours between 7:00 AM and 5:00 PM EST. If an alternate drilling schedule is required, PSI should be notified prior to mobilization or additional fees will apply.

LABORATORY TESTS

Representative samples of the subsurface materials obtained during the field exploration program will be transported to the laboratory for classification and to perform a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface



conditions encountered during the field exploration program. PSI proposes a program which may include testing of selected samples to evaluate the moisture content, particle size distribution, and plasticity of overburden soils and unconfined compressive strength of rock.

Specific laboratory testing for this project will be determined once we have completed the field exploration phase of work, as well as the visual logging and classification of the samples obtained.

FIELD EXPLORATION SUPERVISION

All fieldwork will be performed under the direction of a PSI geotechnical project manager who is a licensed engineer in the Commonwealth of Pennsylvania.

REPORT

Upon conclusion of our field exploration and laboratory work, the data will be analyzed by our experienced geotechnical engineers and a report will be prepared. The report will include the following:

- Geologic and subsurface mining records review of the project site.
- Subsurface conditions encountered including pertinent soil properties.
- Soil or rock data review/analysis as it relates to the proposed site development.
- Geotechnical recommendations for site preparation and placement and compaction of fill.
- Geotechnical recommendations to support structure foundations, slabs, and retaining walls, including Seismic Site Class and ground acceleration values.
- General commentary concerning rock slopes and rock excavation.
- Comments relating to observed geotechnical conditions such as shallow groundwater and/or potentially expansive materials which could impact development.

The geotechnical report will be provided electronically in PDF format. Hardcopies can be provided if requested.

EXCLUSIONS

Project services proposed herein are conventional in nature and do not include an evaluation of the site for determining the presence or absence of wetlands or hazardous or toxic materials. Nor do these services lessen the risk of conditions that can contribute to moisture, mold, or other microbial contaminant amplification in buildings. Please be aware that mold is abundant in nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold cannot be completely eliminated.

PSI offers a wide array of services for professional environmental assessments, moisture, waterproofing, indoor air quality, and mold determinations which help reduce the likelihood of future occurrences. We are interested in discussing these service options with our clients to suit their specific project needs. These issues, identified in the preceding paragraph, may only be addressed under a separate proposal and authorization.



SCHEDULE

Based upon our current schedule, PSI proposes to mobilize field equipment and personnel within 10 business days after receiving authorization to proceed. We anticipate that drilling can be completed in 2 business days, depending on drill rig accessibility and actual conditions encountered. PSI proposes to deliver the report within 10 business days of completion of drilling.

SPECIAL INSTRUCTIONS

Your communication of site development plans and other such documents to us is needed. Upon project start-up, PSI will contact you or your designated representative regarding this information and project scheduling.

Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. We will attempt to limit such damage, but no restoration other than backfilling at the test boring locations is included.

PSI will contact the Pennsylvania Utilities Protection Service (POCS) for public utility clearance prior to the start of drilling activities. Please note that this service does not mark the locations of privately owned utilities. The presence of private utilities existing near proposed borings that are not identified and marked pose a significant health and safety threat if encountered during drilling activities. We request that all private utility lines and other subsurface appurtenances be located in the field by the owner prior to our mobilization. PSI will not be responsible to damage to unmarked or unknown underground construction resulting from the drilling operations.

FEES

PSI proposes that the fee to perform the outlined scope of services be determined on a unit rate basis in accordance with the attached Schedule of Geotechnical Services & Fees. Based on the scope of geotechnical services outlined above, we estimate the total fee to be **\$8,644**. A detailed breakdown of this estimate is attached.

Field exploration services such as drilling and subsurface logging are a vital data gathering element of our services for this project. These require substantial commitment of PSI resources, consumables, and other expenses in the beginning of your project, to be able to conduct laboratory testing engineering analysis and report development for your project. Please note, therefore, that we will invoice you partially for the field exploration portion of our work upon its completion, with the balance of our fee invoiced in a manner consistent with terms and conditions described herein. Your acceptance of this proposal acknowledges your approval of this procedure.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. This estimated fee assumes that adequate bearing materials will be encountered within the proposed boring depths. Should conditions be encountered which require exploration to depths greater than those proposed herein, we will contact you immediately to discuss an increased scope and to obtain authorization so that field work can continue efficiently and expediently.



We are available to review earthwork and foundation related portions of project drawings and specifications, and to confer with the design team after submittal of our report. Such follow-up services are beyond the scope of this proposal and would be invoiced on a unit rate basis in accordance with the attached Schedule of Geotechnical Services & Fees. We will obtain your specific authorization prior to providing any additional services.

AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of authorization.

We appreciate the opportunity to offer our services to your project and look forward to working with you. If you have any questions, please feel free to call us at 412-922-4001 to discuss this Proposal or any of the services listed above.

For Professional Service Industries, Inc.

Stephen M. Simonette, P.E.
Department Manager
Geotechnical Services

Robert R. Russell
Geotechnical Principal Consultant

Attachments: Schedule of Geotechnical Services & Fees
PSI General Conditions

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____, 20____
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____



GEOTECHNICAL SCHEDULE OF SERVICES & FEES

<u>Description of Service</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Estimated Total</u>
Rig & Crew Mobilization/Demobilization	1	\$1,200.00	Lump Sum	\$1,200.00
Soil Drilling & 3' Interval Split-Spoon Sampling	20	\$20.00	Per Foot	\$400.00
Undisturbed (Shelby tube) Sampling	0	\$110.00	Each	\$0.00
Rock Coring	75	\$42.00	Per Foot	\$3,150.00
Rock Core Set-Up Fee	4	\$120.00	Each	\$480.00
Standby and or Downtime Caused by Others	0	\$250.00	Per Hour	\$0.00
Estimated Drilling Budget				\$5,230.00
Moisture Content Determination	8	\$8.00	Each	\$64.00
Atterberg Limits Determination	4	\$80.00	Each	\$320.00
Percent Finer Than 200 Sieve & Sieve Analysis	4	\$95.00	Each	\$380.00
Total Forms of Sulfur	0	\$110.00	Each	\$0.00
Unconfined Compressive Strength of Rock	4	\$120.00	Each	\$480.00
Estimated Laboratory Budget				\$1,244.00
Project Engineer for Report Preparation	14	\$140.00	Hour	\$1,960.00
Principal Consultant	1	\$210.00	Hour	\$210.00
Estimated Engineering Budget				\$2,170.00
TOTAL ESTIMATED FEES				\$8,644.00



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK.** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK.** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE.** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL.** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

**GENERAL CONDITIONS**

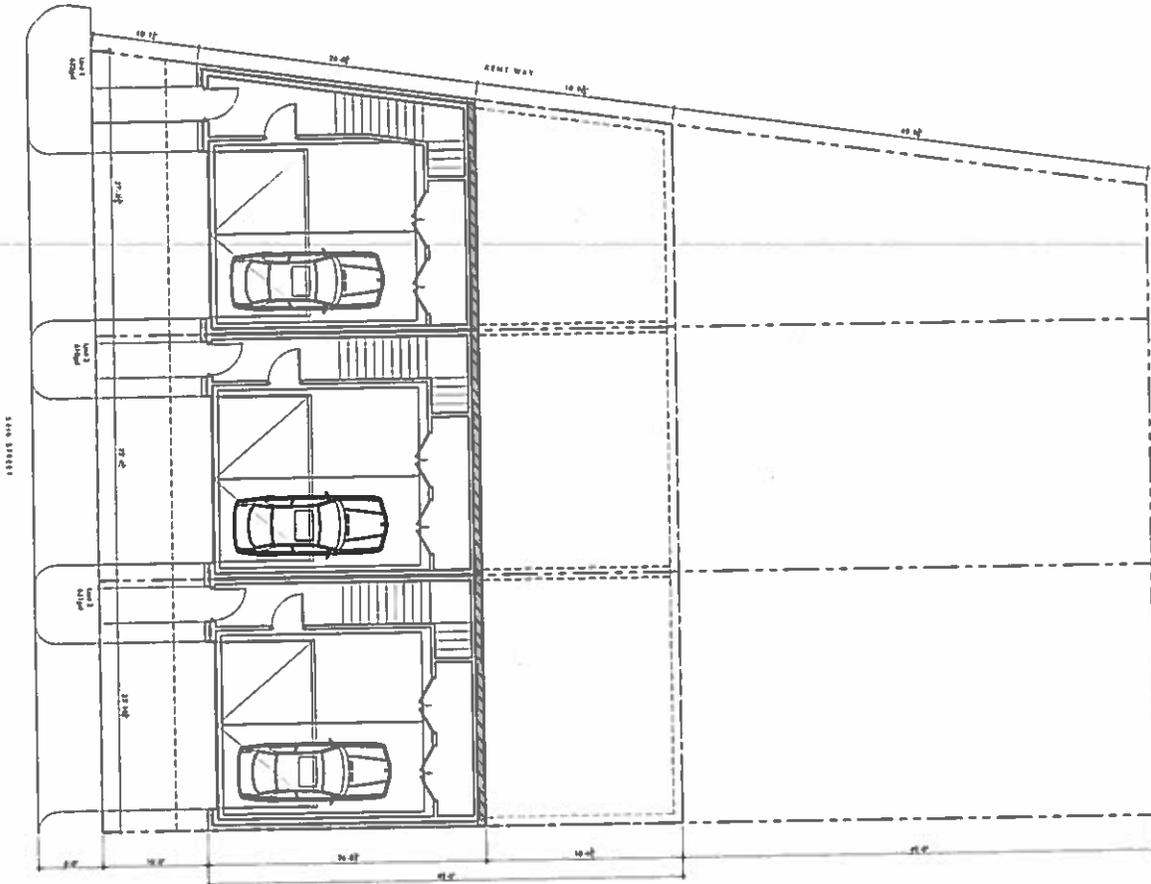
10. ALLOCATION OF RISK. CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO: \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial adviser, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



Floor Plan
 Sheet No.
A-1.01

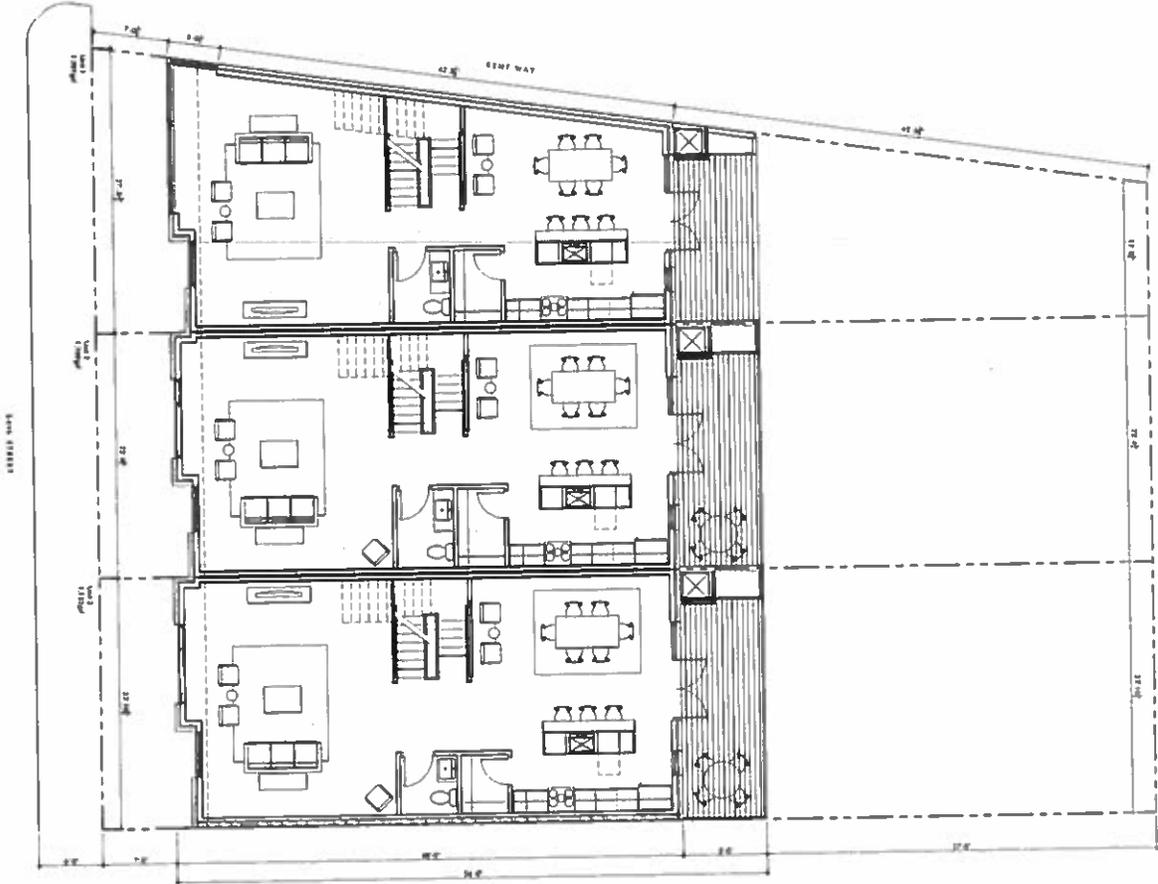
INDUSTRIA ASSOCIATES ARCHITECTS
 1111
 88 17 2020



54th Street Townhouses

Steel Town Properties

519 54th Street
 Pittsburgh, PA 15201



Floor Plan
 Sheet No.
A-1.02

54th Street Townhouses
 Steel Town Properties
 519 54th Street
 Pittsburgh, PA 15201

[Handwritten Signature]



54th Street Townhouses
 Steel Town Properties

519 54th Street
 Pittsburgh, PA 15201



Floor Plan
 A-1.04

Professional Engineer
 License No. 11118
 Date: 05/19/2004
 Signature: [Handwritten Signature]



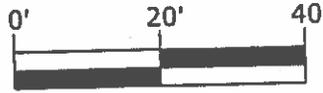
54th Street Townhouses

Steel Town Properties

519 54th Street
 Pittsburgh, PA 15201

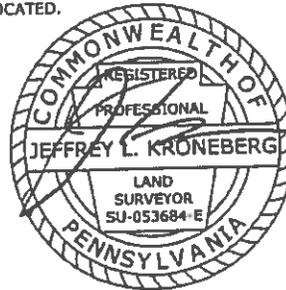
NOTE: CALL PA ONE CALL SYSTEMS BEFORE CONSTRUCTION AND OR EXCAVATION. NO UTILITIES LOCATED.

The purpose of this plan is for boundary and mortgage location purposes only. Declaration is made to the original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.



GRAPHIC SCALE 1" = 20'

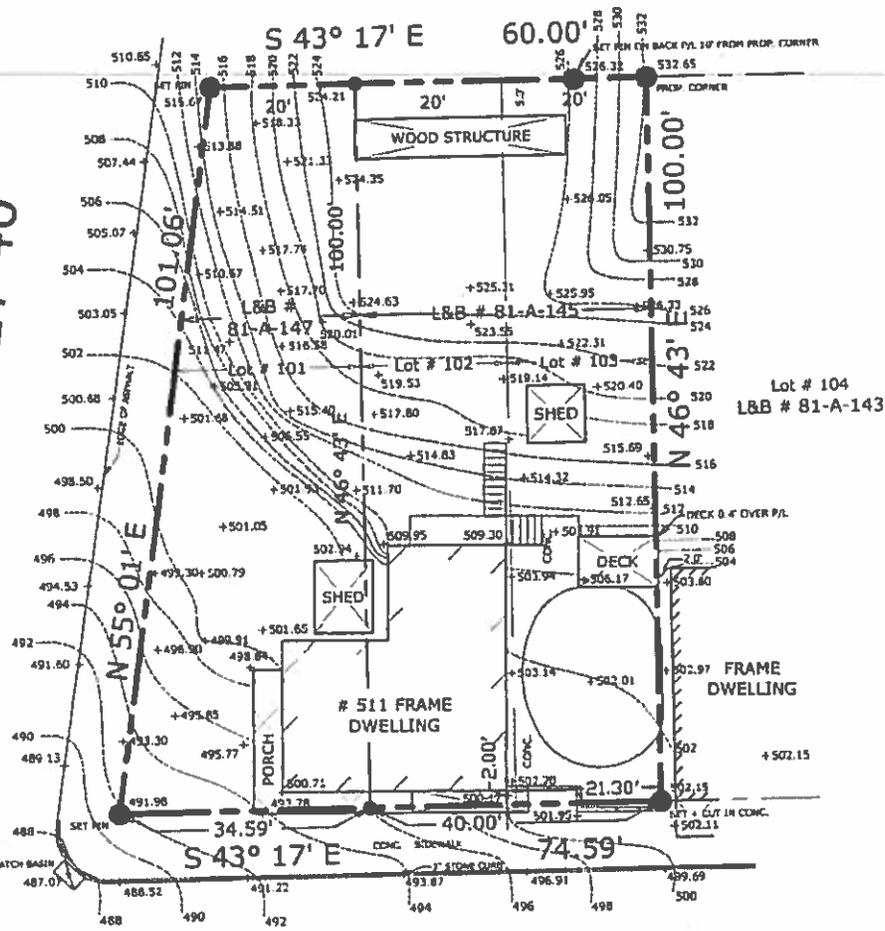
NOTE: DRAWING REVISED ON 10-04-2019, FOR ADDITION OF ELEVATION CONTORS.
NOTE: ELEVATIONS ARE ON ASSUMED DATUM.



PLAN OF LOTS LAID OUT BY R.E. BREED
P.B.V. 6 PGS. 88-89

LEYDON STREET 40' (UNOPENED)
FORMERLY LEWIS STREET

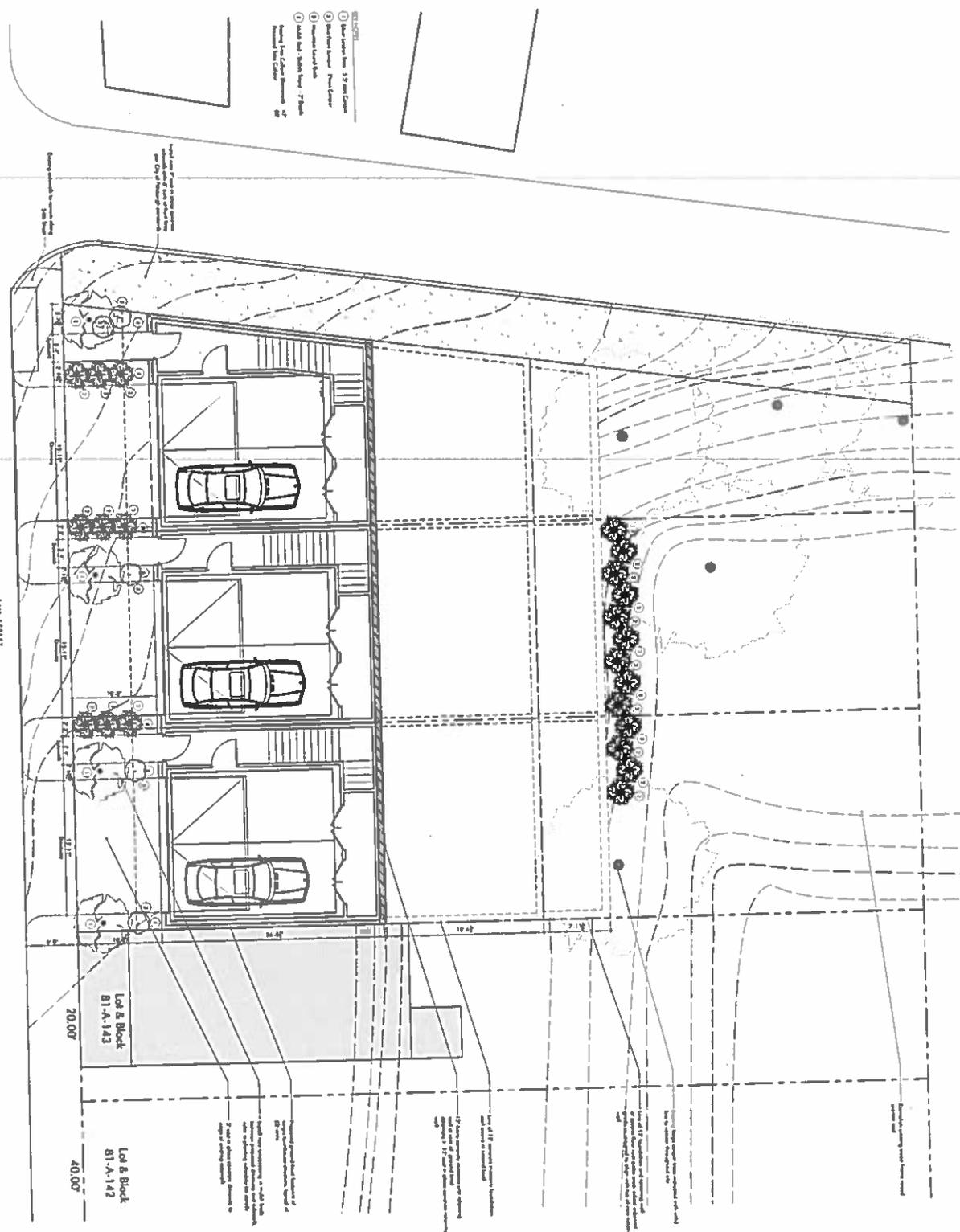
KENT STREET 40'



54TH STREET 50'

I Jeffrey L. Kroneberg, P.L.S., hereby certify to and solely for the benefit of the person(s) named in this plan that this plan was prepared upon the premises on the date shown hereon showing the location of all buildings and easements of the surface of the premises. This plan is based on current deed and/or plan of record without the benefit of a title search which may reveal additional conveyances, easements, rights of way, or building lines. This plan may not be relied upon by anyone other than the person(s) for whose benefit it had been prepared. Copies of this plan without a signed seal are for reference only. This plan may not be recorded or referenced in deed, survey plan or plat book unless a signed acknowledgement appears on this plan stating it was prepared for such purpose.

ALLEGHENY LAND SURVEYING PITTSBURGH, PA (412) 920-0341		PLAN OF SURVEY SITUATE IN: 10TH WARD CITY OF PITTSBURGH, ALLEGHENY CO., PA	
DRAWING NO. 15605-B		MADE FOR: STEEL TOWN PROPERTIES	
SCALE: 1" = 20'		DATE: 08-01-2019	



Site Plan
 AC-1.01

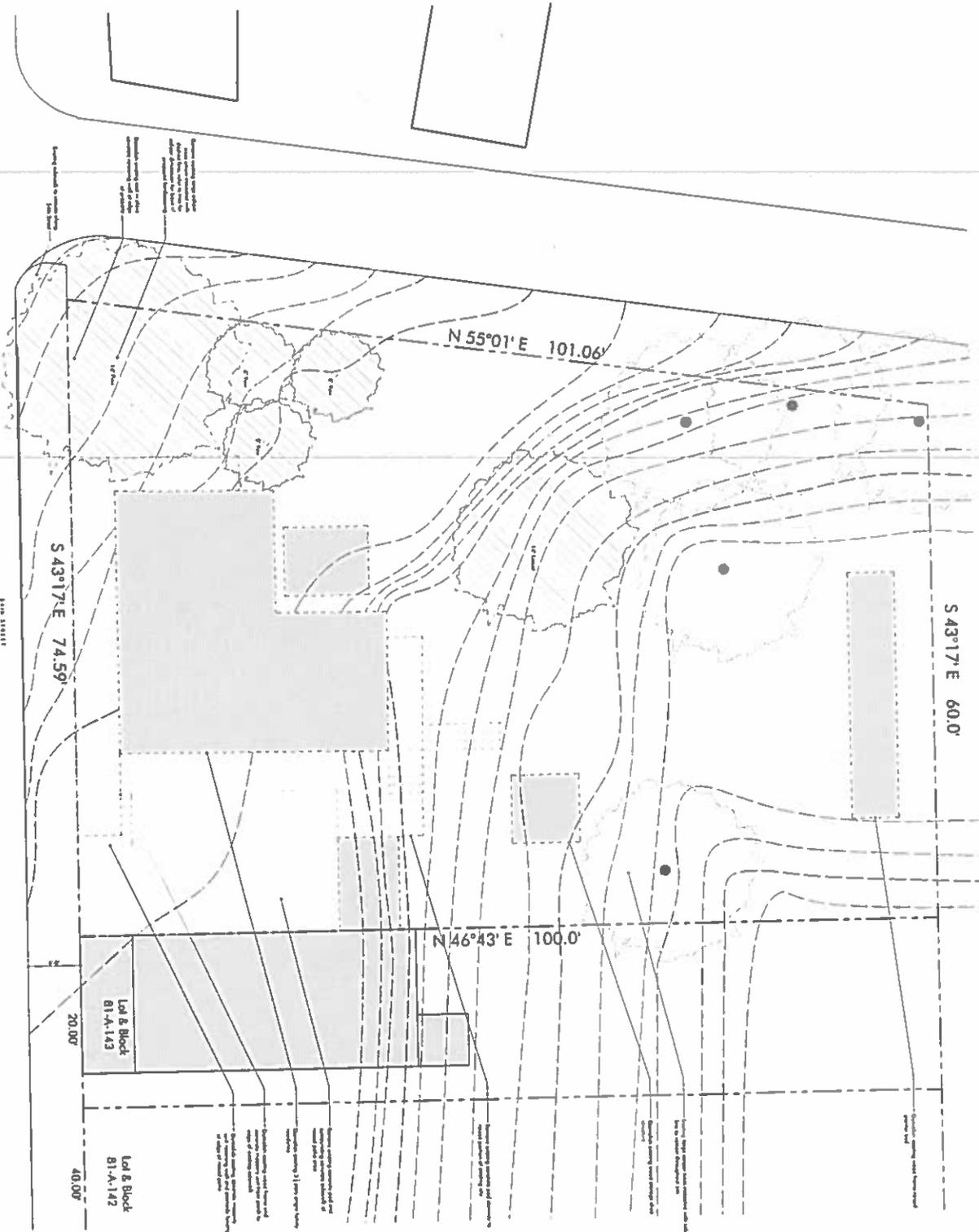
Professional Engineer
 License No. 11111
 Date: 08/14/2009

Industria
 Associates
 Architects

54th Street Townhouses

Steel Town Properties

519 54th Street
 Pittsburgh, PA 15201



Demolition Plan
 Sheet No.
DC-1.01

Project Name: 54th Street Townhouses
 Project No.: 11111
 Date: 08/14/2020
 Scale: 1/2" = 1' = 0"



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Residential Development - 54th Street
Site Disturbance Images - Existing Conditions



54th Street Townhouses
Rendering