

AMENDMENT NO. 1 TO PROJECT LICENSE AGREEMENT

Made this Of day of On, 2016 2017

BETWEEN

THE CITY OF PITTSBURGH

Hereinafter referred to as "City"

AND

MOUNT WASHINGTON COMMUNITY DEVELOPMENT CORPORATION

Hereinafter referred to as "MWCDC"

WITNESSETH:

WHEREAS, pursuant to Resolution No. 365, effective May 19, 2011, the City and MWCDC entered into a Project License Agreement dated June 8, 2012 (the "Agreement"), for trail construction and development, including installation of information, directional and trail signage (the "Project Work"), located in Emerald View Park ("EVP");

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

WHEREAS, PPC will continue the Project Work under PPC's Cooperation Agreement with the City dated April 10, 2000, which agreement was renewed and extended on December 12, 2011.

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

- 1. MWCDC and the City confirm their agreement that PPC shall assume MWCDC's obligations and perform the Project Work under the Agreement.
- 2. MWCDC and the City confirm their agreement that the Project Work shall be governed by the PPC's Cooperation Agreement with the City going forward, effective as of June 1, 2016.

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

ATTEST:	By: William Peduto, Mayor
Meganthom	By:
attlen Tilerdman Mi	By: Mukal Holle 12/28/16 chael Gable, Director, Department of Public Works
ATTEST:	MOUNT WASHINGTON COMMUNITY DEVELOPMENT CORPORATION By:
agreement to the foregoing as of the	by its duly authorized officers, hereby confirms its date first above written in accordance with the 16 between Mount Washington Community burgh Parks Conservancy.
ATTEST: Bodans	By: Mary M. Cheever, President & CEO
EXAMINED BY:Assistant City So	Lumarkle Dicitor
APPROVED AS TO FORM: City Solice	iter (



Project License Agreement

Made this Hay of June 2012

BY AND BETWEEN

THE CITY OF PITTSBURGH, Department of Parks and Recreation

Hereinafter referred to as "City,"

AND

The MOUNT WASHINGTON COMMUNITY DEVELOPMENT CORPORATION.

Providing Trail and Signage Improvements for Emerald View Park

Hereinafter referred to as the "MWCDC"

WITNESSETH:

Whereas, pursuant to Resolution No. 658 of 2006, effective November 3, 2006, the City entered into a Cooperation Agreement (the "Cooperation Agreement"), dated April 23, 2007, with the MWCDC to establish an alliance to provide costewardship and planning assistance for Emerald View Park, which Agreement is attached and incorporated herein as Exhibit "A"; and

Whereas, the MWCDC desires to implement trail construction and development, as well as installation of informational, directional and trail signage in Emerald View Park, and

Whereas, under the Agreement the MWCDC shall expend funds obtained from private and governmental donors, and

Whereas, the MWCDC shall provide the City with plans for improvements, which the City will review and modify if necessary, for the duration of the Agreement,

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

 SCOPE OF IMPROVEMENTS & GRANT OF LICENSE: Subject to all terms and conditions set forth below and within the attached exhibits, MWCDC has agreed to undertake a construction and development project for trails and signage in Emerald View Park at its own cost and expense. As an Allegheny Regional Asset District (RAD) park, Emerald View Park signage will conform with signage requirements in other RAD designated parks unless otherwise permitted by RAD.

The scope of the Project, pertinent maps, and description of the Project Sites are more fully provided in Exhibit "B," which is incorporated herein. CITY to approve all consultant selection, scopes, and engineering and construction plans prior to their execution and/or construction activity.

CITY hereby grants to MWCDC, its agents, contractors, and subcontractors, a license to go upon the Project Sites to perform the Project work. MWCDC is authorized to move and/or store its equipment, materials, and trailers on Project Sites and to use them as lay down and/or staging areas to facilitate the Project. The CITY shall be permitted to grant other licenses for any of these Project Sites during the term of this Project License Agreement (this "Agreement") so long as such other licenses are consistent with and do not interfere with the rights granted herein.

- 1. <u>TERM OF AGREEMENT</u>: The term of this Agreement shall commence on the date first written above and shall conclude on the later of (i) November 30, 2012, or (ii) the Completion Date of the Project.
- 2. MONITORING AND EVALUATION; AUDITS: All services provided under this Agreement shall be subject to monitoring and evaluation by City or its authorized representatives. MWCDC shall supply City with written reports on Project activity as City may, from time to time, require. Authorized representatives of City shall have access to the books and records maintained by MWCDC with respect to any services or materials provided to City pursuant to this Agreement at all reasonable times and for all reasonable purposes. All books and records pertaining to the Project shall be preserved by MWCDC for a period of three (3) years after the termination of this Agreement.
- 3. WORKER'S COMPENSATION: MWCDC hereby certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of the said Acts, as evidenced by the certificate of insurance it has caused to be attached, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

- 4. COMPLIANCE WITH LAWS: MWCDC and any subcontractors hereunder shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this Agreement. MWCDC and/or its subcontractors shall promptly notify the Department of any known vandalism or other illegal activities at the Project Site, which come to their attention. MWCDC is aware that the CITY has obligations under state and other applicable laws concerning public bidding and the payment of prevailing wages for certain projects.
- 5. ANTI-DISCRIMINATION: MWCDC shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non job-related handicap, or sexual orientation. MWCDC shall comply with the applicable provisions of the Pittsburgh Code, Title Six Conduct, Article V-Discrimination, and any amendments thereto. MWCDC shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. MWCDC shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.
- 6. <u>INSURANCE</u>: MWCDC shall, and shall require of any prime contractor hired to perform Project Work, maintain insurance in the amount specified in this Section and shall keep the City as an additional insured on such policy throughout the term of this Agreement. Attached as Exhibit "C" and incorporated herein is a certificate of insurance duly executed by officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverages and specifically identifying City as an additional insured on all general liability policies, which insurance shall be noncancellable, except upon thirty (30) days prior written notice to City:

General Liability	Individual <u>Occurrence</u>	<u>Aggregate</u>	
Bodily injury, including death	\$ 1,000,000	\$2,000,000	
Real & Personal Property damage	\$ 1,000,000	\$2,000,000	
Worker's Compensation	Statutory Limits		

All premiums shall be at the expense of MWCDC and, if applicable, its prime contractor. All policies must be made on an occurrence basis. Claims-made

policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, MWCDC shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying City as an additional insured, to be forwarded to the Director of Public Works.

- GOVERNING LAW: This Agreement shall, in all respects, be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- 8. <u>AMENDMENT AND TERMINATION</u>: This Agreement contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged, or extended except by prior written amendment, duly executed by the parties. Either party may terminate this Agreement upon thirty (30) days prior written notice.
- 9. **PITTSBURGH HOME RULE CHARTER**: This agreement is subject to the provisions of the Pittsburgh Home Rule Charter.
- 10. STORAGE: MWCDC and/or its subcontractors may store equipment at the Project Sites if approved ahead of time by the Director of the Department of Public Works. Access to the Project Site for storage purposes shall be limited to authorized representatives or designees of the MWCDC or its subcontractors. MWCDC shall secure appropriate security for any machinery and/or materials used for the Project and agrees that the City shall not be liable for any damages to or loss of its property or property of its subcontractors for any reason.
- 11. <u>OWNERSHIP OF IMPROVEMENTS</u>: Ownership of all CITY-approved alterations, additions, or capital improvements constructed and paid for by MWCDC at the Project Site shall vest in City upon installation, without compensation being paid therefor.
- 12. **ASSIGNMENT; SUBCONTRACTING**: MWCDC shall not assign this Agreement without the written consent of CITY.
- 13. **PROHIBITION AGAINST ENCUMBRANCES**: MWCDC will not create, or permit to be created or to remain, and will discharge any lien, encumbrance or charge which might become a lien, encumbrance, or charge upon the Project Sites or any part thereof which might have priority or

preference over or ranking on parity with the estate, rights, and interest of City in the Project Sites or any part thereof.

- 14. WAIVER OF MECHANIC'S LIENS: MWCDC shall not cause or permit any work to be done upon or any materials or services furnished to any portion of the Project Sites in connection with the improvement, alteration or repair thereof, except under a contract or contracts which effectively waive to the fullest extent permitted by law any right to file a mechanic's lien or claim against the Project Sites or any part thereof.
- 15. **ZONING**: MWCDC shall be responsible for complying with all applicable zoning guidelines and laws relative to the Project Sites. With the prior approval of the City, MWCDC shall file for approval of any zoning variances that may be required for the intended use of the Project Sites.
- 16. **CONSENTS**: In any case under this Agreement, the City shall not unreasonably delay, or withhold approval.
- 17. APPROVALS FOR REHABILITATIONS: MWCDC shall accomplish the rehabilitation and improvements of the Project in accordance with the scope of work described on Exhibit "B" as previously approved by the City. The Project shall be accomplished in accordance with applicable laws. Any alteration in plans previously approved by City must be submitted in writing to the City's Department of Public Works prior to such planned amendments. Any objections by the Director of Public Works shall be timely provided in writing and provide detail sufficient for the MWCDC to respond to its concerns.
- 18. <u>INDEMNITY</u>: MWCDC hereby agrees to indemnify, save and hold harmless, and defend City, its officers, agents, and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by MWCDC of any services under this Agreement; any act, error or omission of MWCDC or of any agent, employee, licensee, invitee, contractor, subcontractor, or volunteer of MWCDC; and any breach by MWCDC of any of the terms conditions or provisions of this Agreement.
- 19. RIGHT TO INSPECT; RIGHT TO TAKE EMERGENCY ACTION: City shall have the right to enter the Project Sites at all times for the purposes of inspecting the same or determining whether MWCDC and/or its subcontractors are complying with the terms and conditions hereof. City shall have the right (but not the duty) to enter the Project Sites without the consent

- of MWCDC at any time to correct any situation which, in the reasonable discretion of City, is deemed to be of an emergency nature.
- 20. NON-OBLIGATION OF CITY TO REPAIR. In the event of casualty to the Project Sites, regardless of the amount of damage or destruction, City shall be under no obligation to repair and/or replace the Project.
- 21. NON-OBLIGATION OF CITY TO REPAY ANY PRIVATE MONIES OR GRANTS. In the event that this Agreement is terminated by City as permitted under this Agreement or the Cooperation Agreement, or in the event of bankruptcy of MWCDC, or in the event that MWCDC ceases to function in a meaningful way, City shall not be obligated to repay any private monies obtained by MWCDC for improvements to the Project Sites.
- 22. AUTHORIZING RESOLUTION: This Agreement is entered into by CITY pursuant to Resolution No. 2011, enacted May 19, 2011. The liability of the City hereunder is limited to the sum of zero dollars (\$0.00).

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- 23. <u>SURVIVAL OF PROVISIONS</u>: It is the intent of the parties that the provision set forth in Paragraphs 5 (Compliance with Laws) and 19 (Indemnity) shall survive the expiration of the term of this Agreement.
- 24. **RECLAMATION**: MWCDC shall document existing conditions of Project Sites immediately prior to the commencement of work, and upon completion of its work, MWCDC shall restore Project Sites to that condition or better. Such restoration, repair, replacement, re-seeding, or rebuilding shall be performed in accordance with prior plans and specifications approved in writing by CITY prior to the commencement of the reclamation. Such reclamation shall be completed within sixty (60) days after the completion of the Project.
- 25. <u>AMENDMENT</u>: This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment duly executed by the parties.
 - -REMAINDER OF PAGE INTENTIONALLY BLANK-

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

Witness:	Mount Washington Community Development Corporation By: Title Exacts Oxects
CITY OF PITTSBURGH Laurie Drack Witness:	By: Luke Ravenstahl, Mayor
Allia Hilliams Witness:	City of Pittsburgh Department of Parks and Recreation By: Director, Michael T. Radley
Ham byn Witness:	City of Pittsburgh Department of Public Works By: 6///2 Director, Robert W. Kaczorowski Mallo
Approved as to form by:	Assistant City Solicitor City Solicitor Analul Fine of City Co.
	M.W.B.

Countersigned by: Wielard & January 6-8-12
City Controller 49727

EXHIBIT A COOPERATION AGREEMENT

EXHIBIT B PROJECT DESCRIPTION, MAPS. AND PLANS

Grand View Scenic Byway Informational Signage and Point of View Landscape Project Proposed Scope of Services

INTRODUCTION

This work order is for graphic design and professional engineering services needed to complete the final design for the Grand View Scenic Byway Informational Signage and Point of View Bluff Project. This project consists of two separate, but related elements: Gateway markers, informational and wayfinding signage for the Grand View Scenic Byway, and development of the Point of View Bluff Scenic Overlook.

National Scenic Byway funding will be utilized for the design and construction phases of the project administered by the Pennsylvania Department of Transportation (PennDOT). Work associated with this project shall meet PennDOT and Federal Highway Administration requirements, including PS&E Package requirements, as well as the reporting and design requirements of the Pennsylvania Redevelopment Capital Assistance Program. Scenic Byway facilities must meet accessibility guidelines under the Architectural Barriers Act or Americans with Disabilities Act (as appropriate). Completed products shall acknowledge the funding sources used to accomplish the work. In addition, any photos, brochures,

plans/designs, videos, CD--ROMs and DVDs funded with National Scenic Byways Program funds shall be

made available to the National Scenic Byways Program for use in presentations, publications, and for posting on the Program websites. The project includes two scenic byways grants including the Grandview Scenic Byway Signage Project and the Grandview Scenic Byway Point of View Bluff Scenic Overlook.

The interpretive signage element of this project is being considered a local match for funding from the Pennsylvania Redevelopment Capital Assistance Program (RCAP) for a streetlight replacement project along Grandview Avenue. Parsons Brinckerhoff will provide the Urban Redevelopment Authority specific documentation related to meeting the needs of this funding.

This work order will be performed for the Department of Transportation as part of Parsons Brinckerhoff's Open End Traffic Engineering Services contract, E01564. Work on this project will be coordinated with the Mount Washington Community Development Corporation as well as the City of Pittsburgh Departments of City Planning, Parks and Recreation, and Public Works.

Background

The Grand View Scenic Byway (GVSB), located in Pittsburgh, received designation as a State Scenic Byway from the Commonwealth of Pennsylvania in the winter of 2003 following years of community discussion, planning, and subsequent legislation and development. Beloved by locals and visitors alike, the Byway serves as Pittsburgh's "front porch" and is a major regional destination for tourists and residents who consider it one of the most special places in the city. The GVSB is in the neighborhoods of Mt. Washington and Duquesne Heights, due south of the city's Downtown. The Byway is situated above the confluence of the Monongahela and Allegheny rivers which come together to form the Ohio River. Because of its location atop Mt. Washington, the Byway provides spectacular views of the city and rivers and was chosen as the "Number 2 Beauty Spot in America" by USA Weekend's Annual Travel Report in



2003. The hilltops also contain a long and rich history of human use. Surrounded by the recently designated Emerald View Park, the wonderful views and history are complemented by a growing number of forested hiking, biking, and running trails.

The Mount Washington Community Development Corporation (MWCDC), a 501(c)3, has received funding from the National Scenic Byways Program to design and construct a trail spur and terminal sitting/viewing area as part of the scenic overlook along the West Promenade of the Grand View Scenic Byway. The area will be improved according to a vision plan accepted by the Park & Conservation Steering Committee and MWCDC Board in 2007. The entire area in question, nearly an acre in total area (750 feet in total length), was once known as "Photographer's Park" because of the exceptional natural view it affords of Pittsburgh and its three rivers. Not surprisingly, it is probably the most often professionally photographed angle of Pittsburgh. In addition, the area in question highlights important historical artifacts and memories, as it is bounded by two historically significant points, the "Point of View" Statue and Shaler Street. The "Point of View" statue, added to the Byway in 2006, depicts the historic meeting between George Washington and the Seneca leader Guyasuta on the shores of the Allegheny in 1770. Shaler Street marks the top of the former Duquesne steps (previously known as the "Indian Steps"). These stairs were a one-mile long switchback of steps running the entire front of the Mount's cliff from Duquesne Heights to where Station Square is today. Built prior to the 1860s on the site of a Native American trail up the slope, these steps were a principal route to and from the Mount until 1937 when they were supplanted by road construction and numerous inclines ferrying passengers up and down the Mount. Although they have long since disintegrated, the Duquesne Steps are still fresh in Pittsburgh's collective memory and interest in reviving them is keen.

The Point of View Bluff Scenic Overlook portion of the project includes the creation of an open space furnished with seating and other amenities. The work plan involves:

- grading the site
- creating a visual boundary across the steeper side of the site to dissuade visitors from exploring the slopes
- constructing a path between the "Point of View" Statue and the scenic overlook and connecting the scenic overlook to the forested trail below
- moving street side fencing to create a separate access from Grandview Avenue
- designing lighting
- benches, water fountains, trash cans, and other amenities within the scenic overlook
- planting associated landscaping
- providing ADA access
- incorporating vehicular and pedestrian safety measures to maximize line of sight and overall pedestrian safety

In conjunction with the improvements at the Scenic Overlook, MWCDC has proposed an extensive system of gateway markers, wayfinding and interpretive signage to be located at entrances to the Byway and at key locations within the Byway. Elements will include:

- Ten (10) exterior interpretive panel signs to be either attached to existing railing or mounted on a stand.
- Five (5) gateway markers strategically positioned at key points along entrances to the Byway.
- Design of a 4" x 9" six panel brochure.



• Five (5) wayfinding signs strategically positioned at key points for enhanced flow of traffic.

The Parsons Brinckerhoff team will be responsible for Graphic Design, Field Survey, Utility Investigation, Final Construction Plans, and Maintenance and Protection of Traffic Plan. PB assumes that District 11-0 will complete all required environmental studies and documentation for this project. Parsons Brinckerhoff's project team includes the firm GAI Consultants, Inc.

The following is the scope of work associated with this project.

The Parsons Brinckerhoff team will prepare all Letters of Intent to Enter and Environmental Assessment Forms to all affected property owners prior to the start of field work.

The following is a list of assumptions made in the preparation of this Scope of Services:

- 1. Geotechnical Investigation: There is no geotechnical investigation proposed as part of this study.
- 2. Hydrology and Hydraulics: Hydraulic calculations will not be conducted at this time.
- Master Planning Consistency: This scope assumes that the proposed work is consistent with the City of Pittsburgh and Allegheny County Master Plans, and will only require the coordination with planning agencies outlined in this scope.
- Environmental Features: PB assumes that District 11 will complete all required environmental documentation for this project.
- Parsons Brinckerhoff will use the City of Pittsburgh's GIS files for background drawings (1'=100') for Gateway Markers along GrandView Avenue, McArdle Road and Sycamore Street to establish limit of work for the project.
- Traffic Control Plans: PB assumes that no traffic control plans will be developed for this project.
 Construction work is anticipated to be conducted either out of the right-of-way or with short-term traffic control in accordance with Publication 213.
- 7. Design field view will not be required.

The following represents, the major tasks required for this project:

FINAL DESIGN

- 1A. Graphic Design
- 1B. Final Survey
- 1C. Final Construction Plans
- 1D. Property Investigation
- 1E. Final Utility Coordination and Relocation
- 1F. Plan Check
- 1G. Also Plans
- 1H. Final P.S. & E. Submission
- 11. Project Management and Meetings

CONSTRUCTION CONSULTATION



Construction services will be provided under a separate work order once final design is completed and effort can be more accurately estimated. This work will be performed under a separate State Project Number and will require a separate work order.

Final Design

1A. Graphic Design

Parsons Brinckerhoff will prepare graphic design of Gateway Markers, Directional and Interpretive Signs, including the following work elements:

- Parsons Brinckerhoff will conduct an area investigation to map out possible locations for signage and review MWCDC Master Implementation Plan, Corridor Management Plan, and Byways Signage work. Interpretive signs should be attached to existing railing or mounted on a stand. Gateway markers should be located at key points along entrances to the Byway. Signage locations should not interfere with vehicular or pedestrian sight lines at intersections. Present potential signage locations to MWCDC for review, accompanied by photographs and measurements of existing conditions.
- Parsons Brinckerhoff will review all MWCDC graphic and written material to be considered for signage.
- MWCDC will provide the existing InDesign files for the habitat restoration signs that have already been installed on Grandview Avenue. These signs will inform the design of the new informational signs and other elements of the project, ensuring that they are consistent and compatible with the spirit and graphic vocabulary of the restoration signs, creating a design family for the signage along Grandview Avenue.
- Parsons Brinckerhoff will use the existing Design files provided by MWCDC to develop a graphic design concept compatible with the spirit and graphic vocabulary of the restoration signs and quantity/cost estimate for five (5) gateway markers, ten (10) interpretive signs, and five (5) wayfinding signs. Develop concepts including materials, graphic colors, compositions and locations and draft mounting details that are compatible with the family design described above for review by MWCDC. Exterior interpretive panel signs are to be either attached to existing railing or mounted on a stand, with an approximate size of 15 to 20 inches high by 24 to 36 inches wide. Contents will include narrative text and images illustrating the story of Pittsburgh as seen from the byway. Gateway markers should be made from recycled materials if possible. Final signage products should be designed to withstand high winds and common acts of vandalism. Wayfinding signs should match closely with either existing City of Pittsburgh Wayfinder signs or City of Pittsburgh Regional Park signs for size, scale and design.
- Parsons Brinckerhoff will design a 4" x 9" six-panel brochure providing information on the Grand View Scenic Byway. Prepare graphic design concept including photographs, graphics, text, composition and layout.
- Parsons Brinckerhoff will conduct a design development process with MWCDC including preparation of design development documents for MWCDC review. Following MWCDC approval of preliminary and conceptual designs, work with MWCDC to present to City of Pittsburgh Department of City Planning for approval. Anticipate attending MWCDC meetings as follows: one forum meeting, two committee meetings, and one board meeting; as well as one meeting with the Department of City Planning. These meetings will incorporate both the graphic design work in Task 1A and the construction plans for the Scenic Overlook in Task 1C.



- Parsons Brinckerhoff will review materials available for signs and gateway markers included in Bulletin 15. Prepare Proprietary Materials request letters for Bureau of Design and Secretary of Transportation approval, if needed.
- Following the design development process, Parsons Brinckerhoff will develop final designs for gateway markers, wayfinding signs, directional signs and the brochure in collaboration with MWCDC, including:
 - Final gateway marker, wayfinding sign, directional and interpretive sign locations.
 - Final graphic design files including colors, specifications, material selections and incorporating final edited text provided by MWCDC.
 - Final brochure design including graphics, photos, text, fonts and specifications, incorporating final edited text provided by MWCDC.
 - Final sequencing of signage.
 - Final materials selection, specifications and products.
- Parsons Brinckerhoff, in collaboration with MWCDC, will coordinate with City of Pittsburgh Department of City Planning for final approval of graphic design of gateway markers, wayfinding signs, directional and interpretive signs.
- Parsons Brinckerhoff will prepare proprietary materials request and letters for Bureau of Design and Secretary of Transportation approval, if required.
- Parsons Brinckerhoff will prepare gateway marker and sign construction details and mounting details for bid documents including structural calculations, engineering calculations for foundations, and support.

1B. Field Survey in Final Design

- GAI will conduct field survey for the approximately one-acre scenic overlook site and for approximately 100' feet in each direction from the proposed locations of the 10 interpretive signs,5 gateway markers and 5 wayfinding signs. The field survey will cover the area of proposed Scenic Overlook and will include the following:
 - Topography Topography and cross sections may be taken by conventional or data collectors. All topography and cross sections will be taken at intervals and widths to insure a quality design.
 - b) Cross sections Obtain cross sections at 50 ft. intervals, right and left of centerline at widths required for design features.
 - Utility lines should be located by coordinates and elevations.
 - d) Vertical Datum Vertical Datum will be established and the plan's general notes will reflect how the datum was obtained. Also, all vertical datum will be recorded in a survey book. If assumed elevations are necessary for the project, the elevation assumed will be extracted as not to cause confusion with the local datum. Bench marks will be established at the limits of work. If U.S.G.S. or U.S.C.&G.S. monuments are on the project and preservation is not possible, then transfer of elevation will be necessary according to the Federal Government guidelines. Establishing a vertical datum will be done by direct or differential leveling (conventional).



- e) Reference of Centerline Controls A minimum of two references shall be established. Referencing should be done by monumentation (i.e. lead plugs, iron pins, concrete monuments).
- GAI will conduct all conventional surveys in accordance with Publication 122M, Survey and Mapping Manual and Publication 442. Traffic Control will be provided in accordance with the requirements of work zone traffic control Publication 213 (Temporary Traffic Control Guidelines).
- Surveys will include re-establishing the existing property lines (10 properties) and checking
 and plotting all survey data. All survey control points are to be tied to mapping and are to be
 reinforced with monumentation in accordance with PennDOT Publication 442 using iron pins,
 drill holes, concrete monuments, and/or lead plugs.
- GAI will complete and send out no more than 50 Form 983 Letters of "Intent to Enter" to all
 involved parties prior to the start of field surveys. The Letters of Intent to Enter will be sent
 via certified mail with a return receipt request. Before letters are sent to notify any local
 officials, they will be submitted to the District for review and approval.
- For proposed sign and gateway marker location, procure existing drawings from City and County records to use as a basis for documentation of existing site conditions, and field-measure specific elements as needed to determine required clearances. Call PA One Call for utility locations and identifications at locations of signage and gateway markers. Research and obtain all plot plans, deed descriptions, right-of-way in or adjacent to locations anticipated for installation of signs and gateway markers. Transfer all relevant utility information compiled from the PA One Call and all relevant deed and right-of-way information to the plans. Prepare Plan Sheet to include site location plans indicating property boundaries, owners, structures and utilities that may impact the location of signs or gateway markers.
- GAI will conduct incidental surveying as necessary to identify other features required for design. For this proposal, three survey crew days were assumed.

1C. Final Construction Plans

- Parsons Brinckerhoff will develop the plane view of the project area using the City of Pittsburgh GIS and supplemented with field survey. The consultant will develop typical sections including project area width and cross slopes, project area surface materials and depths, project area base materials and depths, drainage treatments, seeding treatments, station control, and other required items. PB will coordinate with PennDOT on the location and selection of design controls. PB will prepare and submit any necessary erosion and sedimentation (E&S) control plans and will coordinate with the County Conservation District, PADEP, and other agencies as required. PB will submit plans and cost estimates (Design Review Submission) in accordance with PennDOT requirements. For this project, it is assumed that an NPDES permit is not required along with post-construction storm water management plan.
- The Point of View Scenic Overlook Site plans will be developed at a scale of 1" = 20'.
 Parsons Brinckerhoff assumes that the approximately 200' x 700' Scenic Overlook will be developed on a single plan sheet, with a cut/break line as required.



- Parsons Brinckerhoff will conduct a design development process with MWCDC including preparation of design development documents for MWCDC review. Following MWCDC approval of preliminary and conceptual designs, work with MWCDC to present to City of Pittsburgh Department of City Planning for approval. Anticipate attending MWCDC meetings as follows: one forum meeting, two committee meetings, and one board meeting; as well as one meeting with the Department of City Planning. These meetings will incorporate both the graphic design work in Task 1A and the construction plans for the Scenic Overlook in Task 1C.
- Parsons Brinckerhoff will prepare final construction plans for the Scenic Overlook and placement of the Gateway Markers, Wayfinding Signs and Interpretive Signage in accordance with Design Manual 3. Site plans will be developed at a scale of 1" = 20'. Parsons Brinckerhoff assumes that the approximately 200' x 700' Scenic Overlook will be developed on two plan sheets, with a cut/break line as required. PB anticipates the following sheets will be required:
 - 1 Title sheet
 - 4 Index sheets
 - 1 Summary Sheet
 - 2 Tabulation sheets
 - 1 Typical Sections sheet
 - 1 Detail Sheet
 - 12 Plan sheets (1"=100")
 - 2 Contour grading and planting plan for overlook (1'=20')
 - 14 Cross sections
 - Right-of-Way Plan (from Task 1D)
 - Site Furnishings
 - · 2 sheets for Planting Schedule, Details, and Notes
 - 5 sheets of Erosion and Sedimentation Control plans
 - Signing plans
 - 5 Lighting plan for overlook only

PB will meet with MWCDC to review lighting criteria to be used for the project. Upon securing lighting criteria approval, PB will develop preliminary lighting plan using the site planting plan. The preliminary lighting plan will be submitted for review and approval. Upon securing preliminary lighting approval, PB will develop final lighting plan. The following sheets are anticipated:

- 1 General note/tabulation sheet
- 1 Electrical schematic
- 1 Detail sheet
- 2 plan sheets
- Parsons Brinckerhoff will provide design computations, quantity calculations, specifications, and cost estimate for each item in compliance with Design Manuals.
- In addition, Construction plans and specifications will be developed to incorporate the
 requirements of Pennsylvania Redevelopment Capital Assistance Program (RCAP) as
 established by the Urban Redevelopment Authority and the Commonwealth of Pennsylvania,
 including the following:
 - Plans and specifications



- Evidence of bid solicitation
- Construction contracts
- Construction schedules
- Cash flow statements
- Interim financing documentation if interim financing is required
- Copies of permits
- Information regarding the contractor's safety plan
- Information regarding the contractor's quality control plan
- Sample submittal log
- Information regarding the method for which materials will be stored
- Mill reports or ST forms identifying the county of origin for sign posts and signs
- Davis –Bacon wage rate sheet or Pennsylvania Department of Labor and Industry wage determination sheet
- Certified payroll documents available for review
- Performance and payment bonds
- Contractor insurance certificates that name the Commonwealth as an additional insured
- Erection of a project sign acknowledging the Commonwealth's financial contribution
- MBE/WBE participation goals and results
- All contractors are required to comply with Steel Products Procurement Act, Trade Practices Act, Fidelity Bond Coverage, Public Works Contractors' Bond Law, Insurance Requirements, Pennsylvania Prevailing Wage Act and Americans with Disabilities Act

Requirements specific to construction or procurement will be specified in the project documents. Parsons Brinckerhoff will prepare a letter indicating that Interpretive Signage was designed and will be constructed in accordance with ADA requirements.

1D. Right-of-Way Plan

- GAI will collect all necessary tax maps, deeds, and other pertinent information from the
 Allegheny County Courthouse. Right-of-Way involvement may also include contact with local
 municipalities over Right-of-Way widths. Right-of-way plans will be developed for the Scenic
 Overlook and the proposed locations of the ten (10) Interpretive Signs, five (5) Gateway
 Markers and five (5) Wayfinding Signs
- GAI will prepare right-of-way plans which will include legal Right-of-Way lines, property lines, property owners, required Right-of-Way lines, and construction easement lines.
- GAI will prepare a final right-of-way submission, including the information obtained during Right-of-Way investigation, and incorporating all comments and revisions to the construction plans noted during final design. The final plan will be prepared in accordance with the Design Manual 3, Chapter 2.
- The plan submission will include a Boundary Survey and Recorded Deed.

1E. Final Utility Coordination and Relocation



- PB will verify all utilities within the project area in accordance with Act 38 and Design Manual Part 1, (Publication 10) Chapter 4, Section 2. Forward plans to all utility companies to locate all existing facilities to determine conflicts.
- Parsons Brinckerhoff will participate in utility coordination meetings for all companies which
 have facilities within the project limits, and provide all required coordination for the transmittal
 of final plans and necessary cross sections.
- All utility coordination and relocation work will be performed in compliance with ACT 38 and Design Manual 1, Chapter 5, Section 2.
- Parsons Brinckerhoff will contact all utilities in the specified work limits and provide final
 design plans, as well as attend all utility design meetings determined necessary during the
 development of the project.

1F. Plan Check

Parsons Brinckerhoff will be available to make any necessary corrections to the plans.

1G. Also Plans

- Parsons Brinckerhoff will prepare Also Plans in accordance with Design Manual 2, Chapter 5 as stated by the Department.
 - Erosion & Sedimentation Control Plan
 - Lighting Plan

1H. Final P.S. & E. Submission

- Parsons Brinckerhoff will submit the Final PS & E package in accordance with Design Manual
 1, Chapter 5, including the following:
 - 1 set of original plans
 - 2 sets of prints of all original plans (one set may be half size)
 - 2 sets of copies of all Special Provisions (including pre-approved copy of Maintenance and Protection of Traffic Special Provisions)
 - 1 Cost Estimate including component item schedules for all structures and any Lump Sum Items over \$100,000.
 - 1 copy of Working Time Computation (D-476)
 - 1 copy of Work Day Bar Chart (D-476A)
 - 1 copy of Utility Relocation Form (D-419)
 - 1 copy of Final Plans Check
 - 2 copies of a letter notifying local officials of the project, detours, and project schedules.



11. Project Management and Meetings

- Parsons Brinckerhoff will attend all project meetings stated in the Design Manuals and additional meetings, as necessary, with public agencies, local officials, and the Department of Transportation to address any issues or resolve matters for the completion of the Design Activities. This also includes administrative work required for transmittals, filing, record keeping, and project management.
- The consultant will coordinate its efforts with MWCDC's Park & Conservation Steering Committee throughout the course of this project, including monthly progress reports. Parsons Brinckerhoff anticipates the need for approximately seven (7) meetings with the consultant throughout the project. For the convenience of the volunteers of MWCDC, some of these meetings may be scheduled on weekday evenings and could include the following:
 - Kick-off Meeting The consultant will meet with representatives of the Park & Conservation Steering Committee to discuss the goals, objectives, deliverables, and schedule for the project.
 - Scoping Field View The consultant and representatives of the Steering Committee will
 meet with PennDOT and other agency officials to field view the site and identify
 requirements that will need to be met from various agencies.

Design Development Process

Parsons Brinckerhoff will conduct a design development process with MWCDC including preparation of design development documents for MWCDC review. Following MWCDC approval of preliminary and conceptual designs, work with MWCDC to present to City of Pittsburgh Department of City Planning for approval. These meetings will incorporate both the graphic design work in Task 1A and the construction plans for the Scenic Overlook in Task 1C. This is anticipated to include the following:

- One forum meeting open to the membership of the MWCDC and the public;
- Two meetings of the MWCDC Park & Conservation Steering Committee,
- o One MWDCD board meeting; and
- One meeting with the Department of City Planning.

Construction Consultation

Construction services will be provided under a separate work order once final design is completed and effort can be more accurately estimated. This work will be performed under a separate State Project Number and will require a separate work order

GENERAL REQUIREMENTS

Project management for this project consists of furnishing competent personnel to attend meetings to maintain proper liaison with the District and the MWCDC to expedite project development. A specific individual is to be identified and assigned to be in charge of the overall management of this project for the consultant. This individual will be responsible for coordinating all in-house and subconsultant activities as well as liaison with all outside agencies and groups.



At the outset of this project, a mailing list of individuals, special interest groups, elected and administrative officials and agency staff members will be compiled and continually updated.

All design work is to be performed in accordance with the latest versions of the Department Design Manuals, Highway Standards, Circular Letters and Strike-off Letters and in accordance with AASHTO criteria.

Develop memos of all meetings and/or appropriate telephone conversations and provide one copy to each attendee. Meeting minutes will be distributed within five (5) working days of the meetings.

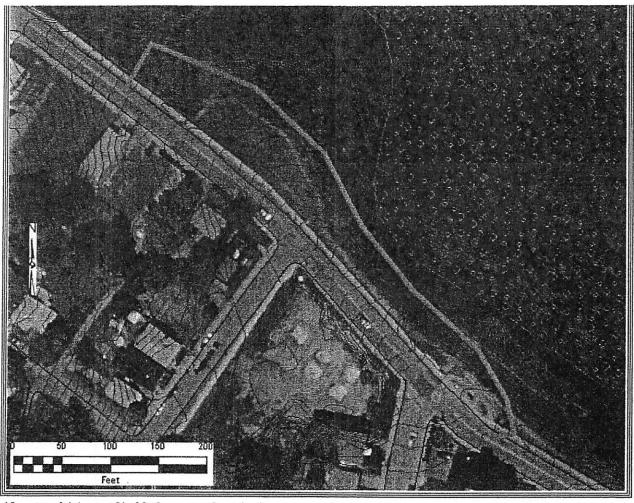
The consultant will provide monthly progress reports to keep the District updated on the project.

Deliverables

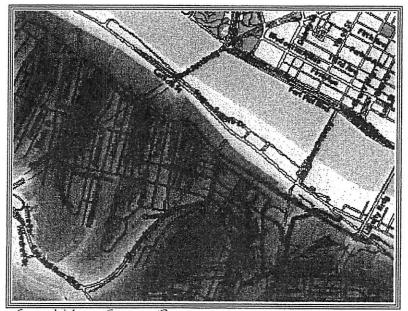
- 1) Field Survey Books
- 2) Background Drawings
 - o Final 3 copies
- Preliminary Right-of-Way Investigation Information
 - o Final 3 copies
- 4) Preliminary Utility Information
 - o Final 3 copies
- 5) Design Criteria Submission
 - Draft 2 copies
 - Final 3 copies
- 6) Applicable Permits
 - No permits are anticipated
- 7) Final Construction Plans
 - Draft 3 copies
 - o Final 3 copies
- 8) Also Plans
 - Draft 3 copies
 - Final 3 copies
- 9) Plans, Specifications, and Cost Estimate Submission
 - o 1 set of mylars of all plans
 - o 3 sets of prints of all plans (one set may be half size)



End of Scope of Services



Point of View Bluff Scenic Overlook



Grand View Scenic Byway





Grand View Scenic Byway Informational Signage and Point of View Bluff Project TRAIL NETWORK MILEAGE
MANTRAL
TOTAL 8.78 EMERALD VIEW PARK
TRAIL PLAN
Prepared for: Mt. Washington Community Developms
Prepared by: Environmental Planning and Design.co. August 2010 2065.08,14r10

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EXHIBIT C INSURANCE CERTIFICATE(S)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2012

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

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

Celtificate noider in the	a or such endersements).							
PRODUCER		CONTACT David Rasch	CONTACT David Rasch					
Wagner Agency,	Inc.	PHONE (A/C, No. Ext): (412) 681-2700 FAX (A/C, No):	(412) 622-0488					
5020 Centre Avenue		E-MAIL ADDRESS: dgr@wagneragency.com	E-MAIL ANDRESS. dgr@wagneragency.com					
3020 00::020 :::0.		PRODUCER CUSTOMER ID #00005507	PRODUCER CUSTOMER ID #00005507					
Pittsburgh	PA 15213-1898	INSURER(S) AFFORDING COVERAGE	NAIC #					
INSURED		INSURER A Millers Mutual Ins. Co.	14575					
		INSURER B:						
Mt. Washington (Community Development Corp.	INSURER C:						
301 Shiloh Stree	et	INSURER D:						
		INSURER E :						
Pittsburgh	PA 15211	INSURER F:						
COVERAGES	CERTIFICATE NUMBER:2012-	13 Liability Master REVISION NUMBER:						

CERTIFICATE NUMBER: 2012-13 Liability Master **COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY FAID CLAIMS.									
INSR		TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A		NERAL LIABILITY	1					EACH OCCURRENCE	\$	1,000,000
	x	COMMERCIAL GENERAL LIABILITY		Į				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
		CLAIMS-MADE X OCCUR	x		BOP 0610169 13	3/5/2012	3/5/2013	MED EXP (Any one person)	\$	5,000
Į								PERSONAL & ADV INJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	2,000,000
	GE	I'L AGGREGATE LIMIT APPLIES PER:				1		PRODUCTS - COMPIOP AGG	\$	2,000,000
	x	POLICY PRO- LOC							\$	
	AU	OMOBILE LIABILITY			BOP 0610169 13	3/5/2012	3/5/2013	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
İ	L	ANY AUTO						BODILY INJURY (Per person)	\$	
A		ALL OWNED AUTOS		ł				BODILY INJURY (Per accident)	\$	
ļ	X	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
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		EXCESS LIAB CLAIMS-MADE		1				AGGREGATE	\$	
	Ш	DEDUCTIBLE		1					\$	
<u> </u>		RETENTION \$							\$	
A		RKERS COMPENSATION EMPLOYERS' LIABILITY	7 i 1					X WC STATU- OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$	100,000
	(Mai	idatory in NH)	J N/A		WCV 0682692 04	12/15/2011	12/15/2012	E.L. DISEASE - EA EMPLOYEE	\$	100,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000

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

Additional insured: City of Pittsburgh

CERTIFICATE HOLDER	CANCELLATIO

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

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

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AUTHORIZED REPRESENTATIVE

James Wagner/DGR