

FILE COPY

**Project & Maintenance Agreement
for PWSA Green Infrastructure Grant Recipients**

10 D
no law #

BACKGROUND

THIS PROJECT AND MAINTENANCE AGREEMENT ("Agreement") is made and entered this 23rd day of September, 2016 (the "Agreement Date") and effective as of 9 | 9 2016 ("Effective Date"), by and between the City of Pittsburgh (the "City"), The Pittsburgh Parks Conservancy ("PPC") and The Pittsburgh Water and Sewer Authority (the "Authority");

WHEREAS, the City is the owner in fee of certain real property in Schenley Park in Pittsburgh Pennsylvania, as described more particularly in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the PPC and the City have entered into a Cooperation Agreement dated April 10, 2000 and extended and renewed on December 12, 2011, whereby the PPC has agreed to provide co-stewardship and planning assistance to the City, and is currently working with area foundations, corporate and government sources for funding to restore and improve the natural habitat, create recreational opportunities and improve public enjoyment of certain City properties including the Property; and

WHEREAS, the Authority has established a Green Infrastructure Matching Grant Program (the "Grant Program") to provide financial assistance to certain qualified property owners who desire to install green infrastructure on their properties. The Grant Program provides grants to qualified property owners to build infrastructure to manage stormwater runoff where the Authority determines that a proposed green infrastructure project offers cost savings to the Authority, achieves significant reduction of stormwater runoff, and provides environmental benefit; and

WHEREAS, one objective of the Grant Program is to increase the use of green infrastructure in the City of Pittsburgh and reduce stormwater runoff that would otherwise have been discharged to the Authority's wastewater and stormwater system in order to improve and enhance water quality resources downstream (the "Conservation Objective"); and

WHEREAS, another objective of the Grant Program is to increase public awareness of green infrastructure techniques for stormwater management using signage and/or educational programs; and

WHEREAS, the PPC applied for and was awarded a grant under the Grant Program to design, construct, and install a green infrastructure project (the "GI Project") as part of the Westinghouse Memorial Restoration Project on a certain portion of the Property ("GI Site"), located in Schenley Park on Lot/Block 27-S-150-0-1, which is

further depicted on the Site Map attached hereto and incorporated herein as Exhibit B;
and

WHEREAS, the PPC and the City of Pittsburgh have agreed to maintain the project following the completion of construction in order to protect public health, safety and welfare and maintain and enhance water quality; and

WHEREAS, the Authority requires that as a condition of receiving funding for the GI Project, the property owner must (1) operate and maintain the GI Project for a twenty-five (25) year term, unless released from this Agreement pursuant to the provisions within; and (2) grant to the Authority access over, under, along and in the GI Site and the GI Project for a period of not less than the Term of this Agreement defined herein, for the purposes and upon the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the foregoing premises and recitals, which are incorporated herein as if set forth below in full, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are incorporated herein by reference.
2. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date set forth above and shall conclude on the twenty-five (25)-year anniversary of the Effective Date unless extended by the parties in writing or terminated earlier as permitted herein.
3. **Non-Delegation of Duties.** By entering into this Agreement, the City is neither intending to delegate its duties nor abdicate its constitutional responsibilities for municipal improvements.
4. **Scope of GI Project.** Subject to the terms and consideration set forth below and within the attached exhibits, PPC has agreed to undertake the GI Project as part of the Westinghouse Memorial Restoration Project, to be reimbursed by the Authority upon completion of the GI Project according to the terms set forth in the Grant Agreement.
The Scope of the Project is attached hereto and incorporated herein as Exhibit C. Signage requirements for the GI Project are set forth in the Grant Agreement.

PPC and the City will install the Project according to the Three-Party Project Assistance and Payment Agreement between the City, PPC and K.J. Johnston, Ltd. dated November 24, 2015.

5. **Design and Construction of Project.**

- (a) The PPC covenants and agrees that it shall complete the GI Project in accordance with the terms set forth herein and the Grant Agreement.
- (b) PPC shall take all reasonable measures to secure the GI Site from pedestrians and other persons as necessary, so as to minimize the hazards to said persons posed by the construction being performed.
- (c) The PPC shall submit to the Authority and the City record drawings and photographs of the GI Project and the GI Site once the construction of the GI Project is complete.

6. Maintenance Responsibility.

(a) This Agreement shall serve as the signed statement by the City authorizing the PPC to install the GI Project as proposed herein. The City and/or PPC, as applicable, will perform the maintenance activities as set forth on Exhibit D, which is attached hereto and incorporated herein (the "Maintenance Plan.") Performance of this work is subject to applicable law/union contracts. The City will provide the Authority with written notice of changes in the Maintenance Plan, and any material changes relating to the GI Project shall be subject to prior written approval of the Authority.

(b) The City and/or PPC, as applicable at their sole expense, shall cause to be performed the Maintenance Plan reasonably necessary to keep the GI Project and GI Site in good working order and condition so that the GI Project is performing its intended design functions within expected tolerances. This includes, but is not limited to, all pipes and channels built to convey stormwater to the GI Project, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. At the conclusion of this Agreement, the City will meet with the Authority to discuss continued maintenance of the GI Project.

(c) Neither the City nor the Authority shall be responsible for any damage or loss that may occur to any personal property of the PPC, or of any employees, agents, contractors, subcontractors or volunteers that is located or stored on City property. PPC shall ensure that it and/or its contractor(s) takes reasonable measures to secure equipment and other property when not in use.

7. Destruction and Removal; Changes and Alterations.

(a) The City covenants and agrees for the Term of this Agreement, that no change in grades or other alterations within the GI Site shall be made and that no buildings and/or other structures either overhead, underground or upon the surface shall be constructed within or abutting the GI Site unless the plans for such changes of grades, alterations or structures shall be first submitted to and approved in writing by the Authority.

(b) The City agrees that it will not destroy or remove or allow to be destroyed or removed the GI Project from the Property or modify the GI Project in a manner that materially lessens its effectiveness during the term of this Agreement. It is understood and agreed that none of the following shall constitute a breach of this covenant: (i) destruction, removal or alteration of any such property or improvement as a result of a Force Majeure Event, as defined below, or (ii) the removal and disposal of any part of the green infrastructure on the GI Project, provided that simultaneously with or prior to such removal, any such green infrastructure shall be replaced with other green infrastructure comparable (or better than) in all material respects to the removed green infrastructure and with equal or better effectiveness.

(c) Neither the City nor PPC shall be liable for any delay in the performance of its obligations pursuant to this Agreement, to the extent that such delay is caused, directly or indirectly, by an occurrence of fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, power outages, or any other causes beyond the reasonable control of the City or PPC (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the City and /or PPC, as applicable, shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as such Force Majeure Event continues and up to 72 hours thereafter; provided, however, that the City or PPC, as applicable, uses commercially reasonable efforts to promptly recommence performance to the extent possible.

(d) In the event of casualty to the Project or Maintenance Plan by a Force Majeure Event as defined above, regardless of the amount of damage or destruction, City shall be under no obligation to repair and/or replace it.

(e) In the event that this Agreement is terminated by any party as permitted under this Agreement or in the event of bankruptcy or any other default of PPC, the City shall not be obligated to repay any grant monies obtained by the PPC from the Authority or otherwise for the GI Project, nor is the City responsible to retain or maintain the GI Project. Prior to removal of the GI Project, the City will notify the Authority of its intent.

8. Inspection by City.

The City shall conduct inspections of the GI Project, as needed, but not less than once per year. The purpose of the inspections is to ensure safe and proper functioning of the GI Project. The inspection shall cover all of the GI Project and all GI Project-associated structures and areas, including, but not limited to, all berms, outlet structure, ponds, and access roads. Records of all inspections shall be provided by the City in writing to the Authority.

9. Recordkeeping.

The City shall retain a record of maintenance activities and inspections related to the GI Project for a period of at least four (4) years. Such records shall include

photographs and verify that inspection and maintenance have been conducted pursuant to this Agreement. The Authority may request at any time that the City provide copies of any or all maintenance and inspection documentation during the prior four years. The City shall comply with any such requests within ten (10) business days after receipt of such request providing that it possesses the records requested.

10. Inspection by the Authority.

The City hereby grants permission to the Authority and the Authority's authorized agents and employees to enter upon the GI Site during normal daylight working hours or at any other reasonable time to inspect the GI Project in order to ensure the GI Project is being adequately maintained and is continuing to perform the design function. Inspection includes monitoring, sampling, testing and examination to determine proper operation of the GI Project. The Authority shall have the right to temporarily install and/or place on or near any part of the GI Project such devices as are necessary to conduct monitoring, sampling and/or testing of the discharges from the GI Project or the GI Project's effects. The Authority has the right, but not the obligation to perform these inspection services. The City reserves the right to request a copy of any test/sample results from Authority. Authority will provide such results that it possesses within ten (10) business days.

11. Failure of City to Maintain the GI Project.

(a) Nuisance. The City and the Authority agree that failure to adequately maintain the GI Project may constitute a public nuisance that is a threat to public health and safety and to the environment.

(b) The Authority May Perform Maintenance. To the extent that the City fails to perform the Maintenance Plan obligations in a timely manner, the Authority reserves the right (but is not under any continuing obligation) to cure any deficiencies. In addition to any rights the Authority may have under law or this Agreement, if the Authority determines that the City has failed to adequately maintain the GI Project as determined by the Authority, the Authority may notify the City in writing of any deficiencies. Where deficiencies cause imminent threat to public health, safety or the environment, the Authority may contact the City and one or both parties may take immediate steps necessary to protect public health, safety and/or the environment and charge the costs (including administrative costs) thereof to the City. If the Authority undertakes a cure, it reserves the right to invoice the City for any costs incurred by the Authority for such cure. When the Authority charges its costs to the City pursuant to this Section, such charges shall be due within thirty (30) days of the date the bill is received.

(c) Nothing in this Agreement shall limit the Authority's right under the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, et seq. as to the PPC.

12. No Waiver.

No delay or failure on the part of the Authority or City to exercise any rights, powers, or remedies herein provided shall be construed as a waiver thereof or acquiescence of such breach or of any future breach.

13. No Obligation to Maintain by the Authority.

Despite any other provisions of this Agreement, this Agreement does not obligate the Authority or the City to appropriate or spend money at any time or for any reason. It is expressly understood and agreed that the Authority is under no obligation to routinely inspect, maintain or repair the GI Project, and in no event shall this Agreement be construed to impose any such obligation on the Authority.

14. Reproduction and Release of the Plans and Records.

The City and PPC authorize the Authority to reproduce and release copies of plans and other records that it previously submitted or in the future submits to in connection with the GI Project.

15. Termination.

(a) The City and/or the Authority shall have the right to terminate this Agreement upon the material breach by PPC of any of the terms or conditions of this Agreement, including but not limited to: 1) a failure to perform any obligation required hereunder; 2) a failure to procure and maintain necessary insurance; 3) union requirements prohibiting licensing of work permitted herein; and/or 4) upon dissolution of the PPC.

(b) In the event that the proposed termination is based on a failure to perform any obligation required hereunder, the City and/or the Authority shall notify PPC in writing of the specific provisions of the Agreement under which PPC is in default. PPC shall have ninety (90) days from the date of the notice of default in which to cure the default and to notify City and the Authority in writing of such cure. If PPC fails to cure the default and notify City within this period, or fails to promptly commence to cure a default that cannot be cured within ninety (90) days, City and the Authority shall have the right, upon an additional thirty (30) days' written notice to PPC and the Authority, to finally terminate this Agreement and shall have the right to discontinue operations of PPC at the GI Site or to take any other action that City and the Authority believes is in its best interests.

(c) In the event that the proposed termination is based on subsection (2) through (4) of Section 15 (a), the City and the Authority shall only be required to provide thirty (30) days' prior written notice to PPC to finally terminate this Agreement.

(d) The City shall also have the right to terminate this Agreement with thirty (30) days' prior written notice to PPC and the Authority in the event of a public safety emergency that threatens the safety of park patrons. Prior to termination for this

reason, the City will first attempt to work with the PPC and the Authority for the parties to agree upon a cure for the emergency to the satisfaction of City and the other parties hereto.

16. Amendments.

This Agreement may only be amended or modified by a written document signed by all parties hereto. The Authority will only enter into an amendment if it determines, at its discretion, that the amendment is consistent with and in furtherance of the Conservation Objective.

17. Representations and Warranties By Property Owner.

(a) The City is the sole owner in fee simple of the GI Site free and clear of liens, encumbrances, restrictions and other matters of record.

(b) The City has the power and is duly authorized to execute this Agreement.

18. Indemnity.

The PPC shall, at all times, indemnify, hold harmless and defend the Authority and the City, their agencies, boards, commissions, offices and departments, agents, employees, elected officials or other representatives and their respective successors and assigns against any claims which may result or are claimed to result from the negligence of PPC in the construction, operation, maintenance, inspection, malfunction, repair or replacement of the aforementioned GI Project and GI Site, as well as any and all costs and expenses incurred by indemnified parties to enforce the rights of the Authority and/or City as granted herein.

19. Entire Agreement.

This Agreement sets forth all agreements and understandings between the parties relating to the GI Project and there are no agreements or understandings, either oral or written, between them other than as are set forth in this Agreement and the Grant Agreement. Any agreement hereafter made shall be ineffective to change, modify or amend this Agreement in whole or part unless such agreement is in writing and has been executed by all parties.

20. Notices.

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and sent to the party to be notified, at the following addresses:

Property Owner: City of Pittsburgh, Dept. of Public Works
Attn: Marcella Newman, Assistant Director
301 City-County Building
414 Grant Street
Pittsburgh, PA 15219

Authority: The Pittsburgh Water and Sewer Authority
Attn: Katherine Camp
Penn Liberty Plaza I
1200 Penn Avenue
Pittsburgh, PA 15222

PPC: The Pittsburgh Parks Conservancy
Attn: Phil Gruszka, Director of
Landscape and Facilities Maintenance
45 South 23rd Street
Pittsburgh, PA 15203-2120

Or to such other address as either party may give by notice to the other party. All such communications shall be sent by United States registered or certified mail, return receipt requested, or a nationally-recognized delivery service guaranteeing next business day delivery, in each case with all delivery and postage charges prepaid, and shall be deemed to have been received three (3) business days after deposit in the United States mail, as aforesaid, or one (1) business day after deposit in a nationally-recognized delivery service guaranteeing next business day delivery, as aforesaid.

21. Miscellaneous.

(a) The headings in this Agreement are for convenience only and are not a part of this Agreement. The headings do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.

(b) Governing Law. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of law doctrines thereof. The parties to this Agreement agree to submit to the jurisdiction of courts, whether federal or state, located in Pittsburgh, Pennsylvania.

(c) No Joint Venture. Nothing in this Agreement shall be construed as creating a joint venture or partnership between the parties.

(d) No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer a third-party beneficiary right upon any person or entity other than the Authority and City.

(e) Severability and Partial Invalidity. The provisions of this Agreement shall be severable. In the event that one or more provisions of this Agreement or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid, illegal or unenforceable in any respect, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in force to the fullest extent permitted by law.

(f) Exhibits Incorporated. All exhibits attached to this Agreement are hereby incorporated into and made a material part of this Agreement.

(g) Approval by Authority Limited. No review, approval and/or inspection by the Authority of any plans, designs, specifications, drawings, work or other materials submitted or performed by the PPC in connection with the GI Project shall constitute a representation, warranty or guaranty by the Authority as to the substance or quality of the matter reviewed or approved.

22. Insurance.

In connection with the remaining GI Project Work to be performed after the execution date of this Agreement and the Work authorized hereunder, the PPC and any of its contractors shall, at its/their cost, obtain and maintain insurance in the amounts specified in this Section and shall keep the City and the Authority as an additional insured on all policies for general liability insurance throughout the Term of this Agreement. Attached hereto as Exhibit E and incorporated herein are the forms of insurance policies which, prior to execution and delivery hereof, have been purchased by the PPC evidencing the following minimum coverage specifically identifying PPC as the insured. Insurance shall be issued on an occurrence basis, non-cancelable, except upon thirty (30) days' prior written notice to the City:

	INDIVIDUAL OCCURRENCE	AGGREGATE
General Liability		
Bodily injury (including death)	\$500,000	\$1,000,000
Automobile Liability	\$500,000	\$1,000,000
Worker's Compensation	Statutory limits	

23. Waiver of Right of Subrogation.

PPC hereby waives to the fullest extent permitted by law any right of subrogation that its insurance carriers may have from time to time against City's officers, employees and agents.

24. Prohibition Against Encumbrances.

PPC will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge upon the GI Site or any part thereof having any priority or preference over or ranking on a parity with the estate, rights and interest of City in the GI Site or any part thereof.

25. Waiver of Mechanic's Liens.

PPC shall not cause or permit any work to be done upon or any materials or services furnished to any portion of the GI Site 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 GI Site of any part thereof.

26. Home Rule Charter Limitation/Authorizing Resolution.

The Agreement is subject to the Home Rule Charter of the City of Pittsburgh and the City's liability hereunder is zero dollars. This Agreement is entered into by City pursuant to the authority conferred by Resolution No. 535 of 2016, effective September 20, 2016.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused the Agreement to be duly executed the day and year first above written.

THE PITTSBURGH PARKS
CONSERVANCY

By: Mary M. Cheever
Name: Mary M. Cheever
Title: President + CEO

Approved as to form:

W. Howard
Solicitor

THE PITTSBURGH WATER AND
SEWER AUTHORITY

By: David L. Donahoe
Name: David L. Donahoe
Title: Executive Director

Approved as to form:

Michael Gable
Solicitor

CITY OF PITTSBURGH

By: Michael Gable 9/9/16
Name: MICHAEL GABLE
Title: DIRECTOR

Lumackler
Assistant City
Solicitor

Exhibit A:

The Westinghouse Memorial is a bronze monument located in the U.S. city of Pittsburgh, Pennsylvania.

The memorial is located at the entrance to the Steven Faloon trail, a part of Schenley Park.

The address is W Circuit Rd, Pittsburgh, PA 15217.




Westinghouse Memorial is located .3 miles away from two notable landmarks: Schenley Park Visitors' Center and Phipps Conservatory and Botanical Gardens (northeast).

The coordinates are: 40°26'22"N 79°56'34"W.



**Pittsburgh
Parks
Conservancy**

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

   Pittsburghparks.org

Westinghouse Memorial Pond & Landscape Restoration

Project Scope:

The Westinghouse Memorial Pond and Landscape Restoration project supports sustainable and green practices in many ways. The overall project design will restore the pond, Memorial, and landscape to its original design, increasing its beauty and appeal for park users. The Memorial surroundings have been degraded by frequent flooding events at Phipps Run, which is piped under the pond basin. Flood waters overtop a headwall behind the Memorial and carry silt and sediment over the park walkways adjacent to the Memorial and into the pond. The pond has not held water for several years, possibly drained by leaky stormwater pipes; adjacent stone walkways are crumbling and covered with sediment and debris from flood events. The Memorial landscape is also impacted by runoff from the adjacent hillside that carries debris, leaves, and mud into the pond during storm events. The proposed project will reduce these problems through an overhaul of the stormwater infrastructure in the vicinity of the pond, including green infrastructure solutions.

Green Infrastructure elements of the project are: (1) rain gardens to intercept stormwater from the pond surroundings, (2) meadow planting and lawn reduction to reduce runoff rates and provide wildlife habitat, and (3) the plumbing and piping to manage the stormwater onsite.

- 1) The creation of a large meadow with rain gardens on the hillside north of the Memorial will receive water from street catch basins, as well as capture runoff from the hillside itself. Native warm season grasses, whose deep roots and rough texture helps to slow and infiltrate stormwater, will replace a significant portion of the lawn in this area.
- 2) Modifications to the headwall behind the Memorial will convey the base flow of Phipps Run into the pond in keeping with the original hydrology of the site and the original intent of the Memorial design, rather than bypassing the pond entirely as is the current condition.
- 3) New storm drainage piping will allow larger stream flows to bypass the pond and are relocated outside of the pond basin to make future maintenance easier. The new larger pipes provide additional capacity for flow volumes within the pond area. The pipe network will be upgraded to a point west of West Circuit Drive and will then connect into the existing downstream drainage system. The project includes reshaping the area south of the pond to provide additional storage capacity for stream overflows exceeding the capacity of the drain pipe system. This area also includes a rain garden to capture water from the hillside above.

The design was created referencing the original plans for the Memorial that were created in 1930 by the noted architect Henry Hornbostel. The design plans for the project are true to the historical plans, but also incorporate sustainable site design by detaining and infiltrating stormwater using plantings and landform rather than grey infrastructure alone. The plan integrates the Memorial project into the overall restoration plan for Panther Hollow Watershed.

For the plan to be effective, the site needed to be considered in its larger context within the Panther Hollow Watershed. Similar to other urban watersheds, rainwater in Panther Hollow runs off rather than infiltrating the ground due to impermeable surfaces (roads, parking lots, sidewalks), compacted turf (golf course, sports fields), and declining woodlands (canopy gaps, bare slopes). When it rains, the excessive runoff can flood lower areas, erode slopes and wash sediment and pollutants into the park's streams and Panther Hollow Lake, making the water unsafe for recreation. The stormwater runoff in the watershed contributes to sewer overflows into the Monongahela River.

The project site will provide an excellent opportunity for green infrastructure solutions to address stormwater runoff. This will decrease the sediment in the park's streams and lake, improving overall water quality and mitigating flooding in the Memorial area. Additionally, the project will mitigate sewer overflows into the Monongahela River, thereby helping to address the EPA's consent decree with Allegheny County. The Allegheny County Sanitation Authority (ALCOSAN) and the Pittsburgh Sewer & Water Authority (PSWA) are partnering with us to install green interventions throughout Schenley Park that will address problems of stormwater runoff. The project will attempt to monitor the GI intervention's effectiveness and help determine the overall impact of stormwater run-off which will help shape future green infrastructure projects.

Exhibit D

Maintenance Plan For Westinghouse Memorial Rehabilitation

Version 1.7/2016

1.0 General

The Westinghouse Memorial is a city asset within the boundaries of Schenley Park. Because the City of Pittsburgh and the Pittsburgh Parks Conservancy (PPC) operate as a public-private partnership, the following maintenance plan has been agreed to by the parties. The plan should be executed in harmony with the principles established in the Regional Parks Master Plan, and may be modified by mutual agreement for the betterment of the park landscape.

The City of Pittsburgh Department of Public works (City) is responsible for maintaining such assets and the PPC has a vested interest in maintenance due to significant financial contribution to the rehabilitation and commitments to those funders. Within that premise, the PPC will provide management oversight including engagement of DPW crews to perform tasks associated with general and seasonal parks maintenance, green infrastructure, and site security.

The attached Scope of Work for Maintaining Westinghouse Memorial Site (Attachment Y) outlines tasks required to maintain the site and identifies responsibly for performing each task by organization: City or PPC.

The maintenance endowment fund procured by the PPC is intended to generate enough revenue for the PPC to maintain the memorial art piece and stone accessories including periodic cleaning and waxing, and provide horticultural services in the pond basin, planting beds, and green infrastructure features of the site.

The success of the rehabilitation of the Westinghouse Memorial is contingent upon the design and continued maintenance of the site. The goal of the maintenance program is to maintain the aesthetic value, function and longevity of the design. Maintenance of the vegetation is required to provide a beautiful, well-tended environment that is inviting and appreciated. Stormwater management methods proposed are dependent upon a consistent maintenance program in order to function properly. Longevity of the site requires consistent attention and response to changing conditions over time.

2.0 Site Maintenance

2.1 LANDSCAPE

The City and PPC share responsibilities related to maintenance of the site landscape, with responsibility for specific tasks outlined in Attachment Y.

Landscape plantings will require initial establishment and long-term seasonal maintenance.

Leaves and plant debris shall be directed away from the stream and pond area during maintenance activities. Leaves should be composted off site or in the woods away from the stream, headwall and stream inlet areas. A portion of the existing lawn north of the pond is intended to be returned to a natural woodland ground surface; leaf mulch was spread in this

area as part of the construction project. In future, leaves can be left on the ground in this area in order to reestablish the woods.

2.1.1 Perennial plant beds, trees and shrubs

Initial plant establishment will take approximately two growing seasons.

Year 1 (2016):

During Growing Season (April-October)

- Water plants weekly or more frequently depending upon weather conditions.
- Use Tree Gator Bags for watering trees during the first growing season.
 - o Water in bags should be replenished weekly or more frequently depending on weather conditions.
- Install rigid plastic mesh deer guards in September to prevent damage from "buck rubbing" during the late fall and winter. The deer guards can be removed for the spring and summer months if desired or can be left on for the first two years. Deer guards should be removed before they start to constrain the trunk.
- Consider installing temporary barriers (such as hoop edging or stanchions) to keep the public from trampling the groundcover plants while they are growing in.
- Once pond edge vegetation dies/goes dormant for the winter, trim back and remove the dead leaves to reduce organic matter entering the pond.

Year 2 (2017):

During Growing Season (April-October)

- Water plants and trees during periods of drought
- Weed, trim and clear out detritus from the plant beds every spring
- Edge and mulch the plant beds
- Prune shrubs and trees for structure
- Once pond edge vegetation dies/goes dormant for the winter, trim back and remove the dead leaves to reduce organic matter entering the pond.

Year 3 (2018) and beyond:

During Winter (January-March)

- Prune shrubs and trees for structure.

During Growing Season (April-October)

- Weed, trim and clear out detritus from the plant beds in early Spring
- If water lilies showed reduced vigor/flowering in the previous year, divide them and replant in fresh soil in early spring.
- Edge and mulch the plant beds in Spring
- Weed throughout Growing Season
- Once pond edge vegetation dies/goes dormant for the winter, trim back and remove the dead leaves to reduce organic matter entering the pond.

It is intended that the perennial plants in the beds will grow together to form a continuous groundcover.

A certain level of skill is required to identify desired plants from weeds. PPC shall lead effort to manage weeds in planting beds and shall request City assistance with removal of herbaceous material as needed.

2.1.2 "No-Mow" Lawn Areas (Excerpted from the No-Mow brochure from Prairie Nursery)

Note: The best times for seeding No-Mow grass are early fall (late August through mid-September) and spring (March 15 – May 15). The no-mow seeding for this project was done in mid-summer, so establishment is likely to be slow and may possibly be unsuccessful. Overseeding may be needed in the fall of the first growing season (by Contractor).

Year 1 (2016):

During Growing Season (April-October)

No Mow lawns may require occasional mowing during the first two years of establishment to control weeds, especially with lawns that are seeded in spring. Most annual weeds can be controlled by mowing at a height of four inches in the first growing season. If biennial weeds such as sweet clover, Queen Anne's Lace, burdock, etc. are a problem in the second year, they should be mowed at four inches just as they begin to flower, usually around mid June. This carefully timed mowing will kill most biennials. A few may survive the mowing, and should be mowed at four inches a second time when they re-bloom later in the season.

Year 2 (2017):

During Growing Season (April-October)

No Mow lawns may require occasional mowing during the first two years of establishment to control weeds, especially with lawns that are seeded in spring. Most annual weeds can be controlled by mowing at a height of four inches in the first growing season. If biennial weeds such as sweet clover, Queen Anne's Lace, burdock, etc. are a problem in the second year, they should be mowed at four inches just as they begin to flower, usually around mid June. This carefully timed mowing will kill most biennials. A few may survive the mowing, and should be mowed at four inches a second time when they re-bloom later in the season.

Year 3 (2018) and beyond:

During Growing Season (April-October)

Mowing:

Early summer mowing: In June when the seedheads appear. Mowing at four to five inches in height removes the seedheads and the turf will re-grow to its typical six inch height. Mow no lower than 3.5 inches. Never remove more than one third of the total leaf material when mowing, or the turf will be damaged. Always cut grass with a sharp mower blade to minimize tearing of the leaves, which causes additional stress to the grass plants.

De-Thatching (April):

Fine fescues tend to develop a thatch layer near the soil surface over time. Thatch is composed of dead grass that does not completely decompose. It can smother the growth of new grass shoots, reducing the density of the lawn and creating "dead" spots. The thatch layer also tends to retain moisture at the ground level, which can encourage the growth of fungal diseases. If thatch builds up to the point where dead grass is visible and the grass begins to thin out, the lawn should be de-thatched. De-thatching can be accomplished using a mechanical de-thatcher or power rake, or by hand using a de-thatching rake. Set mechanical de-thatchers to a depth where they lift the thatch without digging up the soil. If the thatch is particularly thick, the de-thatcher will need to be set deeper, and some soil

disturbance will likely occur. The thatch should be raked out of the lawn and removed (it makes excellent mulch for gardens, flower beds, etc). If open soil is visible following de-thatching, the affected areas should then be over-seeded with No Mow lawn mix. Timing of de-thatching is very important. Cool season fescue lawns should be de-thatched in mid-spring after the grass has greened up and begun active growth. De-thatching in early spring before the lawn begins to grow tends to encourage weeds.

Winter (November)

Leaf removal: Leaves from deciduous trees must either be raked up and removed, or chopped up with a mulching mower in order to prevent smothering of the turf over winter.

Late Fall mowing: To encourage denser turf growth, No Mow lawns should be mowed to a height of one to two inches in late fall, usually around Thanksgiving. This removes dense leaf growth to expose the soil, thus encouraging higher stem density and a thicker turf the next year.

2.1.3 Meadow

Initial meadow establishment requires regular mowing in order to control fast growing weeds while the slower growing meadow seedlings take hold. In order to know when to mow, this will require monitoring of the planting by a skilled person who is capable of identifying weed seedlings from the meadow seedlings.

Because of the importance of timing mowing with weed growth cycles, the City shall schedule mowing of meadow based on PPC input.

It is important to maintain the location of the meadow edge as designed in order to meet stormwater management and aesthetic goals. It may be helpful to mark the boundary between meadow and lawn in an aesthetically pleasing, unobtrusive manner as PPC has done with other meadows they have installed, to guide mowing and serve as a "cue to care" to visitors that this is an intentionally unmowed area. This can be done with stanchions or thin wood poles as are typically used to mark the edge of driveways for snow plowing.

Meadow composition:

- *Panicum virgatum* 'Shelter' (Switchgrass)
- *Schizachyrium scoparium* (Little Bluestem)
- *Avena sativa* (Oats) – cover crop
- Plugs of herbaceous perennials *Liatris spicata* (Blazing Star) and *Helianthus salicifolius* 'First Light' (Willow-leaved sunflower) are planted in random drifts within the meadow planting. Mowing as indicated should not damage the plugs but DPW staff entrusted to maintain the meadow should be able to recognize them so they are not treated with herbicide. Both of these plants have distinctive, narrow leaves that should be recognizably different from problem weeds even when they are not in flower.



Helianthus salicifolius



Liatris spicata

Year 1 (2016):

During Growing Season (September)

- The contractor is responsible for maintenance during the first two months of establishment of the meadow, consisting of watering, weeding, and mowing if weeds reach 12" tall.
- After the first 8 weeks of establishment, the meadow should be watered only when it does not rain for a week (7 days).

- Weeds reach 12" tall (approximately once per month) mow the meadow to 8" tall using a flail-type mower that chops up the clippings or a string trimmer.
 - o Mark the edge with stakes and use the stakes as a guide when mowing the adjacent lawn in order to maintain a consistent edge.
- Spot treat problem weeds with herbicide (roundup) at end of first growing season (September 15 - October). Hand pulling is not recommended due to disturbance to the soil. If herbicide is prohibited, a propane weed torch may be used. Take care not to ignite the erosion control blanket, leaves, etc.
- DO NOT mow the final growth of the growing season. Leave it to help protect the young plants over the winter and avoid frost heaving.

Year 2 (2017):

During Growing Season (April-September)

- Annual spring mowing is critical to the health and success of the meadow planting!
- In April, mow the meadow down to the ground and rake off clippings. **Timing: mow just after lawn grass greens up, around the time of first lawn mowing for traditional lawns, but before meadow vegetation reaches 12 inches tall.** Mowing in mid spring helps to set back non-native cool season weeds and grasses. Timing is very important. The optimal date for mowing can vary as much as a month in any given year, due to the differences in weather.
- If weeds are a problem in the second year, mow a second time in mid to late June (early Summer) to a height of one foot, before weeds flower and set seed.
- **Do not mow any lower than one foot or risk damage to the meadow planting!**
- Spot treat problem weeds as described under year 1.

At End of Growing Season (October)

- **DO NOT mow the final growth of the growing season. Leave it to help protect the young plants over the winter.**

Year 3 (2018) and beyond:

During Growing Season (April-September)

- Mow once per year in April to the ground and rake off clippings. **Timing: mow just after lawn grass greens up, around the time of first lawn mowing for traditional lawns, but before meadow vegetation reaches 12 inches tall.**
- Mid-season mowing (May – September) is not recommended after year 2. If mid season mowing has to be done the meadow should not be mowed lower than 12 inches high. The native grasses will survive mid-season mowing but the perennials may be damaged.

During Dormant Season (November to March)

- Dormant grasses can be mowed if needed to improve the appearance if the grasses have lodged (flopped over). April mowing should still be done to set back early cool season weeds.

2.2 POND MAINTENANCE

The City will be primarily responsible for maintaining and repairing the Westinghouse Memorial site and associated equipment, including winterization and spring start-up of mechanical, electrical and plumbing equipment. The PPC's role will be limited to horticultural services in the pond basin and planting beds.

Because pond equipment is located at grade, the City shall not perform spring start-up until the threat of hard frost has passed (not before April 20th of each year).

2.2.1 Pond Systems & Maintenance Goals

Pond components include:

- 1) New concrete liner with areas for pond plantings
- 2) Drain piping with valve in new drain manhole
- 3) Overflow piping connected to new drain manhole
- 4) Underdrain piping under the concrete liner also connected to the drain manhole
- 5) Potable water supply controlled by a water level sensor in the pond
- 6) Algae control using ultrasonic devices anchored in the pond
- 7) Air bubblers anchored in the pond to reduce ice formation near stone materials and provide aeration
- 8) Air compressor and controls in a separate cabinet
- 9) Water supply for pond make-up and manual irrigation connection (quick coupler)
- 10) Piping to bring a portion of the stream flow into the pond
- 11) Electrical supply and controls in a cabinet (for pond equipment and lighting)
- 12) Water connection and controls in a separate cabinet

The goal of pond maintenance is to manage water quality in the pond. A successful pond maintenance plan is two-fold:

- 1) Maintain the mechanical systems that control water level and water quality so that they are in optimal working condition, and
- 2) Manually monitor the water quality and debris accumulation in order to determine when cleaning is needed

The amount of debris that accumulates depends upon how well the entire site is maintained. See the Site and Civil sections of the narrative for recommended maintenance practices in those areas.

2.2.2 Mechanical Equipment

Winter Operation

The design goal is to maintain the pond during the entire year regardless of weather conditions. Cold weather, particularly winter, will require some reduced feature operations. Specifically, winterization will be needed for the potable water supply system. A new water meter vault will be located near the fire hydrant where West Circuit Road intersects with Schenley Drive at the west side of the pond.

The water supply for the pond continues from the meter to the east to an above grade cabinet. A reduced pressure zone (RPZ) backflow preventer and control valves provide cross connection control for the water system. Removal of the RPZ is recommended during freezing weather. This allows access to the piping, which still contains water subject to freezing. We recommend removing the water in both the pipes that go below grade by vacuum pumping the water to below frost depth. The open pipes should then be plugged or capped for the winter. For additional protection pour RV antifreeze or cooking oil into the piping after removing water to below freeze levels and then cap or plug the pipes.

If dry winter conditions cause the pond water level to drop below a preferred level, either reinstall the RPZ or a spool piece of pipe to allow manually filling the pond. When the pond is full, rewinterize as outlined above.

Disconnect the electrical power to the water fill solenoid valve and the water level sensor at the electrical cabinet. Remember to reconnect in spring.

Maintain the aerator power supply all year, but especially during the winter for ice reduction.

Disconnect the algae electrical power during winter conditions.

Maintain site lighting electrical power all year.

Non-Winter (Non-Freezing Conditions)

When weather conditions permit, place the pond systems into full operating mode by reversing the winterizing tasks noted above. Specifically, place the water fill system into operation and turn on the electrical power to all systems. Return the pond water level to full either using the water sensor and solenoid valve system or fill manually. Return the algae control (ultrasonic) to operation. Maintain the aerators in operation (time clock was initially set for 9am to 7pm daily but this could be adjusted if needed). Although the aerators are less critical than in the winter, they do provide oxygen to the water.

Draining and Filling the Pond

It will occasionally be necessary to drain the pond for removing debris, cleaning, equipment maintenance or plant care. The drain valve is located in the new manhole closest to the pond. It is a plug valve. After the pond is ready for filling, check the valve discharge to make sure a piece of debris is not preventing full valve closure.

Turn off the water fill electrical power in the cabinet while filling the pond. Also turn off the power to the algae and ultrasonic equipment while cleaning the pond.

Return the pond water level to full either using the water sensor and solenoid valve system or fill manually. Return power to all pond equipment when the pond is full.

Mechanical Equipment Routine Inspections

Follow the manufacturer's equipment recommendations, which may include seasonal inspections of the aerators, water level sensor, ultrasonic algae systems, backflow preventer, and solenoid valve.

Frequently inspect the pond manhole and its drain valve and backflow device. Clean the manhole of debris to ensure proper operation of the equipment.

The ultrasonic algae control system requires very little maintenance. Depending on the hardness of the pond water, deposits may build up on the transducer and may need to be periodically removed with a solution of vinegar and water. Prior to the pond surface freezing in the winter, unhook the transducer cable from the control box and remove the transducer from the water.

Store the transducer for the winter and reinstall as soon as possible in the spring to prevent early growth of algae.

Trouble Shooting

- 1) Pond not full – drain valve partially open; water level sensor power off; water level sensors damaged or missing; solenoid valve not functioning; power cords damaged; fill valve closed.
- 2) Aerator not working – power turned off; equipment damaged or missing; air supply hose damaged.
- 3) Ultrasonic algae system not working – equipment damaged or missing; power cord damaged; power turned off.
- 4) Heavy rain that floods the pond – debris that washes into the pond may cause the pond to overflow. Two overflow fittings are in the pond but they are not intended to quickly remove flood water. Debris may partially block the overflows. Debris may partially block the pond drain at the “beehive” grate. The purpose of the grate is to prevent the drain piping from being filled with debris. Debris removal should allow the overflow and drain piping to function properly.
- 5) Rain that washes debris to the upper wing wall catch basin – debris can block the 4 inch pipe that diverts water into the pond. The catch basin has a 12 inch deep sump below the 4 inch pipe. Remove this debris for proper piping function.
- 6) The above guidelines are not intended to address the full range of operational possibilities. As with any outdoor facility that is open to the public, vandalism is always a concern. The design is focused primarily on normal operation and maintenance. Please consider the guidelines as the beginning point for successful pond operation.

2.2.3 Manual Monitoring and Cleaning

To maintain a healthy pond, regular monitoring of the water balance and cleaning of the pond is important.

Water quality tests for PH and nitrate should be taken once a month during the first year of operation to determine if there are any problems. New ponds often take several months to become balanced, as plants establish and nutrient levels stabilize. Water quality testing is available from Penn State Extension <http://agsci.psu.edu/aasl/water-testing/pond-and-lake-water> or can be done using a kit. Because the water source for the pond is Phipps Run, the pond will benefit from reducing nutrient inputs from upstream sources (e.g. fertilizer from the golf course) if possible.

WATER QUALITY PARAMETERS

Measurement	Acceptable Level
pH	6.0 - 9.0
Nitrate-N	<3 ppm
Phosphorus	<0.01 ppm
Blue-green algae	None
Pesticides	None
Dissolved oxygen	>5 ppm

Data source: Penn State Extension. <http://extension.psu.edu/natural-resources/water/ponds/pond-management/pond-construction/water-quality-concerns-for-ponds> ; Water's Edge Aquatic Design.

Organic compounds, such as those from animal waste and decomposing matter that enters the pond, will cause ammonia levels to increase followed by an increase in nitrite levels. The breakdown of ammonia and nitrites in the water will cause nitrates. The resulting nitrates are food for algae when not entirely consumed by aquatic plants.

If water tests indicate a problem with nitrogen build up and/or pH, a pond maintenance company should be consulted. A local pond specialist should be used as a resource for recommendations on product types and dosing as well as for troubleshooting advice if issues arise. The continual flow of water into the pond from Phipps Run, as well as the potable water make-up, should result in regular replenishment of pond water. The aerators will help keep the water oxygenated. Pond edge vegetation and water lilies will also help to take up nutrients and improve water quality during the growing season. If water quality problems arise (odor or persistent large amounts of algae) the pond specialist may recommend pond additives such as barley straw or beneficial bacteria.

Regular removal of surface debris (weekly and after storm events) is recommended. Dead algae, leaves and other debris should be removed with a net as often as necessary to prevent plugging of the pond overflow piping. Frequent debris removal, particularly during fall leaf drop, improves aesthetics and can prevent large amounts of debris from settling at the bottom of the pond. Removal of dead foliage of pond edge plants after they go dormant in the winter can help reduce organic matter entering the pond.

Draining of the pond for cleaning is recommended every one to two years. Cleaning frequency will largely depend on the amount of debris that settles at the bottom of the pond and how well the water balance of the pond is maintained. The concrete pond floor should be power washed to remove algae, decay, and mud. Large debris can be removed either by hand shoveling or by using a vacuum truck service (Hydrotech is one local company that provides this service). Due to the large mature trees surrounding the pond, leaves may accumulate in the pond in the fall and should be removed in early spring before they decompose. The pond floor is likely to be slippery, so power washing to remove built up sludge and temporary wood ramps should be used for safe access to the deeper areas of the pond. The pond should not remain fully drained for more than 1-2 days, particularly during hot weather, or pond plants may dry out and die. Keep pond edge plants and water lilies watered and protected from damage during pond cleaning operations. Whenever the pond is cleaned and water is replaced, it will take time for the water to rebalance.

2.3 INSPECTION AND MAINTENANCE OF STORMWATER MANAGEMENT AND RAIN GARDENS

2.3.1 Headwall and Stream Inlet at Phipps Run

Phipps Run flows into a catch basin inlet east of the Memorial and into a storm pipe system that skirts Westinghouse Pond before daylighting in the ravine upstream of Panther Hollow Lake. Because of the flashy nature of Phipps Run and the constrained space available around the Memorial to attenuate storm flows, frequent inspection and maintenance of the headwall area is necessary to ensure proper operation and reduce the potential for flooding in the Memorial area. When the catch basin grate east of the pond becomes clogged with debris, water backs up and will overflow around the south end of the pond. Future projects to reduce impervious surfaces and slow runoff upstream of the Memorial could reduce the maintenance requirements of the headwall area, but those were beyond the scope of the Memorial Rehabilitation project.

Weekly and after significant storm events (greater than 1 inch rainfall): Inspect the inlet grate and headwall area for leaf litter, sediment, and/or debris which may clog the stream inlet structure (clogging) and remove immediately. Inspect the area around the perimeter of the headwall for signs of erosion and overtopping. Repair any eroded areas immediately.

Monthly or after significant storm events (greater than 1 inch rainfall): Inspect piping inside catch basin to ensure that it is free from debris and operating as designed. Vacuum or shovel to remove any sediment/debris that has accumulated to a depth of 4-inches or greater inside the inlet box. The structure is designed with a 12-inch deep sump below the elevation of the lowest pipe.

Note: It is anticipated that a trash rack will be installed at the catch basin to help catch debris during large storm events and reduce the potential for the inlet grate to clog, but at the time that this maintenance guide was written the trash rack has not yet been installed.

2.3.2 Storm Drains and Catch Basins (Schenley Drive and W. Circuit Drive)

Bi-annual inspection and maintenance of the stormwater system is necessary to ensure that it operates as intended. Catch basins should be cleaned and debris disposed off-site at least once, but preferably twice per year to remove leaves and debris. Manholes should be opened and inspected 1-2 times per year. Sediment and debris shall be removed as needed from manholes and pipes.

2.3.3 Rain Gardens

Year Round (January-December)

- Weekly and after large storm events - Collect trash and litter from rain gardens, remove and dispose of properly. Clean out excess organic debris that may be blocking overflow risers or pipes in rain garden areas. Repair washed out areas.
- Minimize compaction of the soil in the rain garden during inspection and maintenance activities. Equipment should not be used within the rain gardens.

During Growing Season (April-October)

- Monthly and after large storm events - Inspect planted material, mulch layer and soil layer. The majority of the rain garden areas are seeded with either meadow or no-mow grass and should not have exposed soil once vegetation is established. Mulch is limited to the base of shrubs to help prevent the soil from drying out during establishment.
- Maintain plants as described in section 2.1 and 2.2 of this document.



CERTIFICATE OF LIABILITY INSURANCE

Exhibit E

DATE (MM/DD/YYYY)
6/16/2016

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).

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

COVERAGES CERTIFICATE NUMBER: 16/17 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			S2061724	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000			
A	AUTOMOBILE LIABILITY			S2061724	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$		
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$		
									PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		S2061724	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 2,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000			
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HMFA001408	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT \$ 500,000		
	if yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE \$ 500,000
										E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Pittsburgh Water & Sewer Authority is named as additional insured regarding Westinghouse.

CERTIFICATE HOLDER Pittsburgh Water & Sewer Authority	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Donna Sebesta/DONNA

Attachment Y in Exhibit D of PWSA Project and Maintenance Agreement

Westinghouse Memorial Maintenance Responsibilities - City of Pittsburgh and Pittsburgh Parks Conservancy
Includes City Updates October 6, 2016

No.	Item	CITY	PPC
	General maintenance		
1	Mow turf areas as required	X	
2	Prune and maintain trees	X	X
3	Inspect and maintain trail surfaces	X	
4	Site inspection and safety audit	X	
5	Repair/maintain flagstone paving	X	
6	Repair/maintain pond mechanical equipment, enclosures and fence	X	
7	Repair/maintain pond piping	X	
8	Repair/maintain electrical panels and service lines	X	
9	Repair/maintain park signs	X	
10	Repair/maintain benches and bollards	X	
11	Repair/maintain all lights and light sources	X	
12	Supply water treatment products (if recommended by pond maintenance consultant)	X	
13	Police/litter pick/remove graffiti	X	
14	Inspect and set time clock for lighting and aerators	X	
15	Empty Site Trash/Recycling Receptacles year round as needed	X	
16	Site horticulture		X
	Green infrastructure		
17	Maintain green infrastructure plantings; Monitor rain gardens for washout		X
18	Remove invasive species		X
19	Mow as directed based on season and number of years since installation (see below)	X	
20	Inspect, clean and maintain catch basins, manholes, and storm pipes	X	
	Seasonal Work Tasks - Spring (April, May, June)		
21	Drain, clean, and refill fountain basin (annually or every other year)	X	
22	Pond equipment - Start Operation after Risk of Hard Frost (April 20)	X	
23	Spring clean-up of site leaves and litter	X	
24	Mow, fertilize, apply disease and insect controls - Turf Lawn on a case by case basis with Director c	X	
25	De-thatch no-mow lawn (April, starting 2018)	X	
26	Mow no-mow lawn (June)	X	
27	Spring Meadow mowing: Mow meadow down to the ground and rake off trimmings (April, around time of first lawn mowing)	X	

28	Second meadow mowing: for weed control (mid-June) 8" high (2017) or 12" high (2018)	X	
29	Provide mulch in Planting Beds and Rain Gardens	X	
30	Prune, fertilize, disease and insect control - Perennials incl. Aquatic Plants		X
31	Deadhead perennials incl aquatic plants		X
32	Test water quality, apply WQ chemicals as needed	X	
33	Clean debris from pond surface as needed	X	
Seasonal Work Tasks - Summer (July, August, September)			
34	Water plants and trees during periods of drought (particularly first growing season)		X
35	Sample soil in turf and planting beds		X
36	Recommend fertilizer, weed control, and pesticides as needed		X
37	Reset time clocks for lighting	X	
Seasonal Work Tasks - Fall (October, November, December)			
38	Second mowing of no-mow lawn (November)	X	
39	Winterize pond equipment	X	
40	Rake and remove leaves (Off Site or to woodland area adjacent to meadow)	X	
41	Cut back perennials incl. aquatic plants		X
42	Haul garden debris and herbaceous material off site	X	
43	Reset time clocks for lighting	X	
44	Install deer guards on trees (October) with approval from City Forester		X
Seasonal Work Tasks - Winter (January, February, March)			
45	Prune small trees for structural improvement		X
46	Prune large trees	X	
Bronze Memorial and Granite Foundation			
47	Clean and Wax Periodically (minimum of every 5 years)		X