

18A-0656

CNA # 52552



no law #

10A

**PROJECT LICENSE AGREEMENT
BETWEEN THE CITY OF PITTSBURGH AND THE PITTSBURGH
PARKS CONSERVANCY FOR THE ESTABLISHMENT AND
MAINTENANCE OF A TREE RESEARCH GROVE AND RELATED
ACTIVITIES IN SCHENLEY PARK**

This Project License Agreement is made and entered into as of the 29th day of May, 2018, by and between the City of Pittsburgh ("City") and the Pittsburgh Parks Conservancy ("PPC").

Whereas, the City has entered into a Cooperation Agreement with the PPC to establish an alliance to provide improvements, special care, and restoration for the City's parks; and

Whereas, the PPC has received a major pledge from a local donor to provide funding of \$400,000 payable over 5 years to support PPC's establishing an observation site in Schenley Park for the planting of locally collected seeds and seedlings from sentinel trees and conducting genetic research to identify which specimens are best adapted for our region; and

Whereas: the PPC donor also wishes this project to support mitigation of stormwater flows along Schenley Drive; and

Whereas, the PPC, consistent with the Cooperation Agreement, wishes to use the donated funds the establishment of a Tree Research Grove in Schenley Park, with all plans for the project subject to approval of the City of Pittsburgh; and

Whereas, the PPC desires to volunteer its services and funds to implement a Tree Research Grove at a particular site in Schenley Park ("Project Site"), and

Whereas, the PPC desires to volunteer its services and funds to implement an accompanying educational component to the Tree Research Grove, including on site interpretive signage, explanations, student visits, and other tree education and conservation activities; and

Whereas, the City has received and approved PPC's plans for a Tree Research Grove in Schenley Park; and

Whereas, the City and the PPC wish to enter into a Project License Agreement to define the scope of the services to be provided by the parties for the Project.

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

1. **INCORPORATION OF RECITALS:** The above recitals are incorporated herein by reference.
2. **SCOPE OF IMPROVEMENTS, SCOPE OF SERVICES & GRANT OF LICENSE:** Subject to all terms and conditions set forth below and within the attached exhibits, the parties have agreed to undertake the Tree Research Grove at the Site. A further description of the Project Work and Site Map are attached hereto and incorporated herein as Exhibits A and B respectively. In conjunction with the Project, the City hereby grants to PPC, its agents, contractors, and subcontractors, a license to go upon the Project Site to perform Tree Research Grove work. The City will be permitted to grant other licenses for the same Project Site during the term of this Project License Agreement ("Agreement") so long as those other licenses are consistent with and do not interfere with the rights granted herein or with the construction of the improvements contemplated by this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement will commence on the date first written above and will conclude ten (10) years later. The City will review the PPC's written report on the Project, as described below in paragraph four (4) to ensure adequate funding and benefits to both parties for the second five year period. Though the City intends to continue this Agreement for the full ten year period, the City will undertake this special review following four (4) years and may terminate under the terms of paragraph thirty-one (31) herein.
4. **MONITORING AND EVALUATION; AUDITS:** All services provided under this Agreement will be subject to monitoring and evaluation by City or its authorized representatives, as follows. PPC will supply the City with annual written reports on the Tree Research Grove activity, and also, as City may, from time to time, require. Bids for work will be competitive and in accordance with all applicable laws. The PPC will make available to the City the bid materials, contracts, minutes of pre-construction and construction meetings, and those other records as the PPC typically maintains for construction projects. Authorized representatives of City will have access to the books and records maintained by PPC with respect to any services or materials provided to City pursuant to this Agreement at all reasonable times and for all reasonable purposes; provided, however, that the City will not have access to the other parties' records more frequently than once each month. All books and records pertaining to the Tree Research Grove will be preserved by PPC for a period of three (3) years after the termination of this Agreement.
5. **WORKER'S COMPENSATION:** PPC 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 there under in accordance with the terms of those Acts, as evidenced by the certificate of insurance it attached hereto as Exhibit C, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry, also indicated upon Exhibit C.

6. **COMPLIANCE WITH LAWS:** PPC will comply and contractually require its contractors and any subcontractors providing Tree Research Grove work to fully obey and comply with all laws, ordinances, resolutions, and administrative regulations that are applicable to work performed under this Agreement. PPC will promptly notify the City's Department of Public Works ("DPW"), or a successor department, of any known vandalism or other illegal activities at the Tree Research Grove Site that comes to its attention. Further, PPC will contractually require its prime contractor to promptly notify the City of any vandalism or other illegal activities at the Project Site that comes to its attention. PPC acknowledges that the City has obligations under state and other applicable laws concerning public bidding and the payment of prevailing wages for certain projects. By entering into this Agreement, the City is expressing no opinion as to whether PPC has or will comply with any of these laws.

7. **ANTI-DISCRIMINATION:** PPC will 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 and any other class protected by Federal, State, or Local law. PPC will comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. PPC will 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 there under. PPC will incorporate in any contracts that may be permitted under the terms of this Agreement a requirement that that contractor and its subcontractors also comply with the provisions of this Section.

8. **INSURANCE:** PPC will maintain insurance in the amount specified in this Section and will keep the City as an additional insured on that policy throughout the term of this Agreement. Attached hereto as Exhibit C and incorporated herein is a certificate of insurance evidencing insurance coverage in the amounts required herein issued by responsible and non-assessable insurance companies. The PPC will contractually require its contractor(s) to maintain insurance coverage in the amount specified in this Section, and will require that the general and automobile, if applicable, liability policies be endorsed to identify the City and the PPC as additional insureds. Prior to the commencement of any work on the Project Site, PPC and the PPC will deliver certificates of insurance, as aforesaid, evidencing the following minimum coverage and specifically identifying City as an additional insured on all general and if applicable, automobile liability, policies, which insurance will be non-cancellable, except upon thirty (30) days prior written notice to City:

	Individual Occurrence	Aggregate
General Liability		
Bodily injury, including death	\$ 1,000,000	\$2,000,000
Physical injury to tangible property	\$ 1,000,000	\$2,000,000
Automobile Liability, if applicable	\$1,000,000	\$2,000,000
Worker's Compensation	Statutory Limits	

All premiums will be at the expense of the named insured. All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of that insurance will expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever will occur later, PPC, or its contractor(s), will renew that insurance in a timely manner and will promptly secure a certificate of insurance evidencing that renewal, and also identifying City as an additional insured on the General and Automobile, if applicable, Liability policies, to be forwarded to the Director of DPW.

PPC will also provide City with evidence of errors and omissions insurance coverage with respect to any design professionals of record for the Project.

9. **GOVERNING LAW:** This Agreement will, in all respects, be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflicts-of-laws principles.

10. **AMENDMENT:** 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, will 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 all of the parties.

11. **PITTSBURGH HOME RULE CHARTER:** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter.

12. **STORAGE:** PPC, and if applicable, its prime contractor, subject to the prior approval of the Director of Public Works after he or she inspects specific plans, are authorized to move and/or store equipment, and materials on the Project Site and to use them as lay down and/or staging areas to facilitate the Tree Research Grove. Construction trailers will not be permitted at the site, however, a shed no larger than ten feet by ten feet may be approved by DPW after examination of the specific type and location. All PPC property stored on-site will be secured for the safety of the public and will be removed as soon as practicable following installation of the Tree Research Grove, or within nine (9) months of the date first written above. Additional time and additional staging areas may be designated by DPW as needed. Access to the Tree Research Grove for storage purposes will be limited to authorized

representatives or designees of the PPC or their contractors and subcontractors. PPC will contractually require its contractors to provide appropriate security for any machinery and/or materials used for the Tree Research Grove, to waive any claims against the City and to indemnify the City from claims of damage to or loss of the contractor's property or the property of its subcontractors for any reason.

13. **OWNERSHIP OF IMPROVEMENTS:** Ownership of all trees planted on the site, as well as all other alterations, additions or capital improvements constructed and paid for by PPC or its donors at the Project Site will vest in City upon installation, without compensation. That ownership and control, including the right to locate the trees wherever the City chooses, will continue beyond the termination of this Agreement.

14. **ASSIGNMENT; SUBCONTRACTING:** No party will assign this Agreement without the written consent of the other party.

15. **PROHIBITION AGAINST ENCUMBRANCES:** PPC 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 Site or any part thereof.

16. **APPROVALS FOR INSTALLATION:** PPC will establish the Tree Research Grove in accordance with the scope of work described on Exhibit A hereto and in accordance with applicable laws. Final horticultural, engineering, and other plans and construction drawings must be approved by the City prior to initiation of Project work. The City will review and pre-approve all construction schedules so that it can coordinate City activities and other special events and monitor delays. Any objections by the Director of Public Works, or a successor department's director, will be timely provided in writing and provide detail sufficient for the PPC to respond to its concerns. Any alteration in plans or drawings previously approved by City must be submitted in writing to DPW prior to those planned amendments for re-approval. Additionally:

1. PPC will notify the City and PPC in writing of the completed work prior to accepting its contractor's work. Upon receipt of that notification, the City will inspect the contractor's completed Tree Research Grove work to ensure it was installed properly.
2. Upon completing its inspection and absent any objection thereto or after any outstanding punch list items have been corrected in compliance with City requirements, the City will forward to PPC written approval of that work.
3. In the event of an objection, the City will provide a written statement of the objection(s). Within ten (10) days of receiving that statement, PPC will prepare a written plan as to how those objections will be cured.

4. PPC will assign all warranties for Tree Research Grove Work, including landscaping and horticultural materials (as applicable and permissible) at the time of City acceptance. If a warranty is not assignable, PPC will cooperate with the City to ensure that warranty is honored.
5. 6). PPC will provide a copy of all Contract Documents, Permits and Licenses, Construction Documents, Tree Research Grove Close Out Documents including, if applicable, Maps, Diagrams, and Record Drawings, Warranties, Operation and Maintenance Manuals/Videos, to the City, upon completion of Tree Research Grove.

17. **MAINTENANCE:** PPC will be responsible for all maintenance at the site during the term of this Agreement, in accordance with Exhibit D attached hereto.

18. **INDEMNITY:** PPC 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 PPC of any services under this Agreement; any act, error or omission of PPC or of any agent, employee, licensee, invitee, contractor, subcontractor, or volunteer of PPC; and any breach by PPC of any of the terms conditions or provisions of this Agreement.

PPC hereby agrees to contractually require its contractor 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 the contractor, its subcontractors, their employees and agents, of any work on the Project; any act, error or omission of the contractor or of any agent, employee, or, subcontractor, or of any other person for whose acts the contractor may be liable.

19. **LIMITATION ON CITY'S LIABILITY:** The City will not be liable for any claims or damages arising out of the conduct, operation or work performed on the Project Site by PPC or by their respective officers, agents, employees, contractors, subcontractors, volunteers, or invitees. The City represents that any City employees performing maintenance work on or around the Project Site will be covered by the City's Workers' Compensation Program. In no event will any agent or employee of the City be deemed to be an agent or employee of PPC nor will any agent, contractor, volunteer, or employee of PPC be deemed to be an agent, contractor, or employee of the City. Entering into this Agreement and performing requirements thereunder will not create an agency relationship between the parties or establish a joint venture or legal partnership.

20. **PUBLIC SAFETY:** The City and PPC will cooperate in providing notice to the public of the construction of the Tree Research Grove and in planning for protection of the public from any hazards associated with the construction or the installed Tree Research Grove. PPC will contractually require its contractor to take reasonable steps to protect the public from any hazards associated with construction process. PPC and the City will take reasonable steps to alert and protect the public from any hazards associated with the Tree Research Grove authorized under this Agreement.

21. **RIGHT TO INSPECT; RIGHT TO TAKE EMERGENCY ACTION:** City will have the right to enter the Project Site at all times for the purposes of inspecting the same or determining whether the PPC and/or its contractors are complying with the terms and conditions hereof. City will have the right (but not the duty) to enter the Project Site without the consent of PPC at any time to correct any situation that, in the reasonable discretion of City, is of an emergency nature. The City may attend on-site job meetings with the PPC and its contractor, whenever scheduled, and will be given reasonable advance notice of these meetings.

22. **NON-OBLIGATION OF CITY TO REPAIR.** In the event of casualty to the Project Site during the performance of and related to the Tree Research Grove work, regardless of the amount of damage or destruction, the PPC will be responsible for all repairs. The City will be under no obligation to repair and/or replace the Tree Research Grove work.

23. **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 PPC, City will not be obligated to repay any private monies obtained by PPC for improvements to the Project Sites.

24. **AUTHORIZING RESOLUTION:** This Agreement is entered into by City pursuant to Resolution No. 217 of 2018 effective 4/2/18

25. **SURVIVAL OF PROVISIONS:** It is the intent of the parties that the provision set forth in "Compliance with Laws" and "Indemnity" will survive the expiration or termination of this Agreement.

26. **RECLAMATION:** Upon completion of its work, and excepting the improvements anticipated by this Agreement, PPC will ensure that its agents, contractors and subcontractors restore, repair, replace, re-seed, or rebuild the Project Site(s) and any surrounding areas disturbed by work to its visual and functional equivalent immediately prior to the work or to a superior visual and functional condition. "Superior" in the foregoing sentence contemplates the trees planted by the PPC remaining on site. That restoration, repair, replacement, re-seeding, or rebuilding will be performed in accordance with prior plans and specifications approved in writing by City prior to the commencement of the reclamation. That reclamation will be completed within sixty (60) days after the

completion of this Tree Research Grove work; provided, however, that any trees or large bushes will be planted or replanted by the PPC at a time appropriate to their health and growth. All tree removals and re-plantings will be subject to the prior approval of the City.

27. **PROJECT REPRESENTATIVES:** Each of the parties will identify a Project Representative authorized to act on its behalf with respect to the Project. In addition, each party will identify an Alternate authorized to act on its behalf. Each party, through its Project Representative, will render decisions and take action on the requests and submittals of the other parties promptly and in such time as not to delay the Project. The initial Project Representatives will be as follows:

City	Director, DPW
PPC	Philip Gruszka, Director of Horticulture & Forestry

A party may at any time change its Project Representative by written notice to the other parties.

28. **CONSTRUCTION PROCUREMENT AND MANAGEMENT:** Each of the parties will have the right and opportunity to review and approve the bid package. After sufficient funds have been collected and reserved for the costs of construction, and security reasonably satisfactory to the PPC is in place, the PPC will procure the services of a contractor in compliance with applicable law, will enter into the construction contract and assume thereby the responsibilities of administering the construction contract. PPC will review and approve the contractor's applications for progress payments and for final payment.

29. **HOME RULE CHARTER LIABILITY:** This Agreement is subject to the Home Rule Charter of the City of Pittsburgh, and the City's liability hereunder will not exceed Zero Dollars (\$0).

30. **PPC FUNDING:** PPC is responsible for all funding relating to establishment, maintenance and operation of the Tree Research Grove, and has obtained a pledge of \$400,000 in funding payable over five years towards the TREE RESEARCH GROVE.

31. **TERMINATION:** This Agreement can be terminated upon the occurrence of any of the following events: (a) the written consent of all parties; (b) the City's decision prior to the bidding of any construction contract, not to pursue the Tree Research Grove; (c) substantial exhaustion of PPC funding, as determined by the City; (d) completion of the ten-years of funding, including 1. all maintenance responsibilities of PPC's contractor as set forth in Exhibits A, B, and D, 2. payment

of all sums due any consultant or contractor performing services on the Tree Research Grove and 3. distribution of any funds or other assets previously dedicated to the Project, but not expended or used, in accordance with this Agreement and any amendment, and e) PPC's decision not to continue the Tree Research Grove for any reason. Upon termination of this Agreement, PPC will restore the site to its previous condition to the extent feasible or as the City may reasonably direct.

32. **PUBLICITY:** Except for communications intended solely for a party's employees, sureties, insurers, financial institutions, or advisors, no party will issue any news release or other public announcement concerning this Agreement or the Tree Research Grove without the prior approval of the other parties. Any release, announcement, advertisement, or other publicity will give due credit to the contribution of each party. In particular, the City's name or logo will equal or exceed in size and prominence on all publicity the PPC's name or logo, including on all signs at the Project Site.

33. **MISCELLANEOUS:**

1). All notices required under this Agreement will be in writing, and will be delivered by personal or courier delivery, or by certified or registered mail, return receipt requested, and will be deemed given upon receipt. Notices will be sent to the following persons or any other persons subsequently designated by a party by notice to the other parties:

The City: Director, Department of Public Works, with copy to the City Solicitor.

City of Pittsburgh
City-County Building
414 Grant Street, Suite 301
Pittsburgh, PA 15219

PPC: Philip Gruszka, Director of Horticulture & Forestry
Pittsburgh Parks Conservancy
45 South 23rd Street, Suite 101
Pittsburgh, PA 15203-2120

2). This Agreement constitutes the entire agreement among the parties and supersedes any and all other agreements among the parties on this subject matter.

3). None of the provisions of this Agreement will be for the benefit of or enforceable by any third party unless expressly so stated herein.

4). This Agreement may be executed in four or more counterparts, each of which will be deemed an original and each of which will constitute one instrument. This Agreement will be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.

5). In the event of any inconsistency between the language in the body of this Agreement and any exhibit or appendix to this Agreement, the language in the body of this Agreement will control.

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

Witness:

City of Pittsburgh

Laurie D. Smith

W.P.

By: _____

Witness:

William Peduto, Mayor

City of Pittsburgh
Department of Public Works

Michael Gable

By: Michael Gable 5/15/18

Witness:

Director, Michael Gable

Pittsburgh Parks Conservancy

Bob Bohamer

By: Jayne Miller

Witness:

President & CEO, Jayne Miller

Approved as to form:

Reviewed by:

Yorlultra
acting City Solicitor

Lorraine N. Mackler
Assistant City Solicitor

B.M.W.

Michael Elgan 5-29-18
CITY CONTROLLER 52552



EXHIBIT A: SCOPE OF WORK
SCHENLEY PARK TREE RESEARCH GROVE

About

The Schenley Park Tree Research Grove will be a Project of the partnership between the Pittsburgh Parks Conservancy, which is investing significant monetary and other resources, and the City of Pittsburgh, which is the owner of the land and trustee of the City Parks for the residents of Pittsburgh, and is also investing resources. Accordingly, signage, publicity, and all printed materials, including all references to the project subsequent to its completion, will reflect this partnership.

Source of funds

Pittsburgh Parks Conservancy has received a major pledge from a local donor, who has agreed to provide funding of \$400,000 over 5 years to support PPC's establishing an observation site in Schenley Park for the planting of locally collected seeds and seedlings from sentinel trees and conducting genetic research to identify which specimens are best adapted for our region. The donor also wishes this project to support mitigation of stormwater flows along Schenley Drive. The donor does not wish to be named in connection with the project. PPC plans refer to this project unofficially as the "Fezziwig Grove" in recognition of the gift, with no expectation of any official name designation. The donor and PPC recognize that all plans for the project are subject to approval of the City of Pittsburgh.

Site and site preparation

The site is a mowed turf hillside located off the Bob O'Connor Golf Course, outside the area leased by the City to First Tee, near the intersection of Frew Street, Tech Street and Schenley Drive, across from Park Mansions at 5023 Frew Street, less than an acre in size as shown in EXHIBIT B. In addition to the tree plantings, the project includes retentive grading to mitigate rainfall flows. Barrier plantings may also be considered if requested by nearby community members.

Tree planting and observation

PPC will work with the Forestry Division of the City's Department of Public Works and others to collect seed and seedlings from large, old, vibrant native trees, referred to as "sentinel" trees. Yellowwood trees, in particular a large parent tree located in Phipps Run below the Schenley Park Visitor Center, will be the initial focus. After the site has been prepared, PPC will plant harvested seed and seedlings until the site is at full capacity. Deer fencing and interpretive signage will also be installed by PPC at this time. There will be no need for utilities at the site. PPC will hand water the seedlings initially using a portable source of water, and will then assess how they do under natural conditions.

Seedlings with defects will be eliminated, while seedlings which do well will graduate to further testing, including genetic testing, for eventual accessioning and release to production facilities. PPC's long-term goal is to take the results of this project and work with government agencies, universities and non-profits to develop a replicable model for other urban forest programs which it will do in partnership with

the City. PPC will be responsible for funding all expenses of the project. The City will retain ownership of the site and will have ownership of seedlings and trees and all products of the Project, commercial rights to the seedlings and trees and all products of the Project (including genetic material), and all intellectual property arising out of the Project.

Educational component

PPC will incorporate public education relating to the Tree Research Grove as follows:

- Interpretive signage at site will include brief explanation and refer visitors to more information on tree conservation at PPC website.
- Work at site may involve PPC volunteers who will receive related training. All volunteer activities will follow DPW approval process.
- Young Naturalists and other student programs to include site visits.
- Site visits to be offered to other groups active in tree conservation.
- Partnerships to be explored with other organizations to promote tree conservation and programming.
- Conferences and symposium presentations.
- News media and professional organization publications.
- Scientific journals and papers.

PPC Scope of Work:

- Assess community impact and support and hold at least one well-publicized public meeting, with particular attention to including immediate neighbors, residents, CMU etc.
- Prepare design plans for site, including fencing, signage, stormwater management improvements including retentive grading, and barrier plantings (if any).
- Provide complete design plans and drawings to the City for review and approval.
- Locate and collect seed/seedlings from sentinel trees (in collaboration with City Forestry).
- Site preparation and grading. Plant selected seeds/seedlings. Water seedlings for initial establishment period. (Spring 2018)
- Install fencing and signage. (Spring 2018)
- Monitor site on a periodic basis, not less often than weekly. Maintain plantings and stormwater management improvements.
- Report quarterly to City Forestry, Department of Public Works.
- Report annually, including finances, to the City.
- Assess seedlings and select specimens for further testing.
- Conduct genetic testing of selected specimens and pursue accessioning and release of selected species to production facilities.
- Provide tree conservation information, volunteer opportunities, site visits, and other educational programming.

EXHIBIT B: SITE MAP

SCHENLEY PARK TREE GROVE

The site is a mowed turf hillside located off the Bob O'Connor Golf Course, outside the area leased by the City to First Tee, near the intersection of Frew Street, Tech Street and Schenley Drive, across from Park Mansions at 5023 Frew Street, less than an acre in size and outlined in red as shown below.



Google Earth

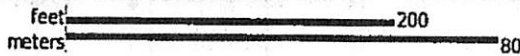




EXHIBIT C: CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2018

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 have ADDITIONAL INSURED provisions or 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: (412)261-2222, FAX: (412)261-3437, E-MAIL: donna@simpson-mccrady.com. INSURER(S) AFFORDING COVERAGE: INSURER A: The Cincinnati Insurance Company, INSURER B: Northstone Insurance Company, INSURER C: , INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: 18-19 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 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Pittsburgh is named as an additional insured regarding Schenley Park Tree Research Grove.

CERTIFICATE HOLDER: City of Pittsburgh. 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

EXHIBIT D: MAINTENANCE PLAN

	Annual Expense
Mow turf areas as required	\$1,900
Harvest seed	1,500
Accession harvested seed	3,000
Tree Pittsburgh to pot and germinate seed and provide seedlings	4,500
PPC plant seedlings	2,000
Hand water newly planted seedlings until established	8,000
Seedling evaluation and rogue	0
Repair/maintain fence	200
Maintain green infrastructure retentive grading	<u>1,500</u>
Total annual expense	\$22,600