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**AMENDMENT NO. 1 TO
PROJECT AND MAINTENANCE AGREEMENT**

For PWSA Green Infrastructure Grant Recipients

Made this 10th day of Jan, ~~2016~~ 2017

BETWEEN

THE CITY OF PITTSBURGH
Hereinafter referred to as "City"

AND

MOUNT WASHINGTON COMMUNITY DEVELOPMENT CORPORATION
Hereinafter referred to as "MWCDC"

AND

THE PITTSBURGH WATER AND SEWER AUTHORITY
Hereinafter referred to as "PWSA"

WITNESSETH:

WHEREAS, pursuant to Resolution No. 150, effective April 7, 2016, the City, MWCDC, and PWSA entered into a Project and Maintenance Agreement dated _____, 2016 (the "Project and Maintenance Agreement"), for construction of a green infrastructure project known as the Republic Street Rain Garden including interpretive signage (the "Project Work"), located in Emerald View Park ("EVP"); and

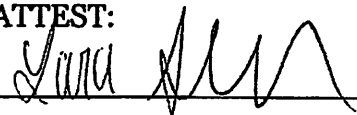
WHEREAS, MWCDC and PPC have entered into an Alliance Agreement dated June 1, 2016 whereby PPC will assume the role of MWCDC under its agreements with the City and other parties relating to EVP.

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

1. MWCDC, the City, and PWSA confirm their agreement that PPC shall assume MWCDC's obligations under the Project and Maintenance Agreement.

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

ATTEST:



CITY OF PITTSBURGH

By: 
William Peduto, Mayor

Morgan Foley

By: [Signature]
James Griffin, Director, Parks and Recreation

[Signature]

By: Michael Gable 12/20/16
Michael Gable, Director, Department of Public Works

ATTEST:

MOUNT WASHINGTON COMMUNITY
DEVELOPMENT CORPORATION

[Signature]

By: [Signature]
Laura Guralnick, Acting Executive Director

The Pittsburgh Parks Conservancy, by its duly authorized officers, hereby confirms its agreement to the foregoing as of the date first above written in accordance with the Alliance Agreement dated June 1, 2016 between Mount Washington Community Development Corporation and Pittsburgh Parks Conservancy.

ATTEST:

THE PITTSBURGH PARKS CONSERVANCY

[Signature]

By: [Signature]
Mary M. Cheever, President & CEO

EXAMINED BY:

[Signature]
Assistant City Solicitor

APPROVED AS TO FORM:

[Signature]
City Solicitor

Project & Maintenance Agreement for PWSA Green Infrastructure Grant Recipients

BACKGROUND

THIS PROJECT AND MAINTENANCE AGREEMENT ("Agreement") is made and entered this ^{21st} ~~21st~~ day of ^{November} ~~June~~, 2016 (the "Agreement Date") and effective as of ^{July 30} ~~July 30~~ 2015 ("Effective Date"), by and between the City of Pittsburgh (the "City"), Mount Washington Community Development Corporation ("MWCDC") and The Pittsburgh Water and Sewer Authority (the "Authority"); YJM

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

WHEREAS the MWCDC and the City have entered into a Cooperation Agreement whereby the MWCDC 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 applicants who desire to install green infrastructure on designated properties. The Grant Program provides grants to qualified applicants to build infrastructure to manage stormwater runoff where the Authority determines that a proposed green infrastructure project offers the maximum cost savings to the Authority, achieves the largest reduction of stormwater runoff, and provides the greatest 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 MWCDC applied for and was awarded a grant under the Grant Program to design, construct, and install a green infrastructure project known as the Republic Street Rain Garden (the "GI Project") on a certain portion of the Property ("GI

Site"), located on Lot/Block 6-K-178, which is further depicted on the Site Map attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the MWCDC has already installed a portion of the GI Project (as defined below) through an informal approval process and now requests formal permission from the City to complete the GI Project and to maintain it as permitted herein 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 a property owner must (1) operate and maintain the GI Project for a fifteen (15) 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

WHEREAS, in light of the Grant awarded to MWCDC by the Authority, the City has agreed to provide the MWCDC with a license to finish installing the project and to perform maintenance obligations regarding the GI Project at the GI Site.

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 fifteen (15)-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 and Grant of License From City To MWCDC.** Subject to the terms and consideration set forth below and within the attached exhibits, MWCDC has agreed to undertake the GI Project at its own cost and expense, including grant funding from the Authority. The Scope of the Project is attached hereto and incorporated herein as Exhibit C. Additionally:

(a) Signage requirements for the GI Project are set forth in the Grant Agreement;

(b) From the date of the execution of this Agreement, the City must approve all consultant selection, scopes of work, and engineering and construction plans prior to further execution/construction activity.

(c) The City hereby grants the MWCDC, its employees, agents, contractors, subcontractors, and volunteers a license to go upon the GI Area to perform the remaining installation/construction of the GI Project. MWCDC is authorized to move and/or store its equipment, materials, and trailers on said GI Site and to use it as a lay down and staging area to facilitate the GI Project. The City shall be permitted to grant other licenses or permits for the same GI Site during the term of this Agreement so long as such other licenses or permits are consistent with and do not interfere with the rights granted herein.

(d) MWCDC 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 GI Project construction work being performed.

5. Design and Construction of Project.

(a) The MWCDC covenants and agrees that it shall complete the GI Project in accordance with the terms set forth herein and the Grant Agreement.

(b) The MWCDC 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 MWCDC to install and maintain the GI Project as proposed herein. The MWCDC will perform the maintenance activities as set forth on Exhibit D, which is attached hereto and incorporated herein (the "Maintenance Work.") Performance of this work is subject to applicable law/union contracts and shall be furnished at the sole cost and expense of the MWCDC. Changes in the Maintenance Work are subject to prior written approval of the Authority and the City.

(b) To the extent that the MWCDC fails to perform the Maintenance Work obligations in a timely manner, the City reserves the right (but is not under any continuing obligation) to cure any deficiencies. If the City undertakes a cure, it reserves the right to invoice MWCDC for any costs incurred by City for such cure, and MWCDC agrees to pay such amounts within thirty (30) days of receiving said invoice(s).

(c) The MWCDC, at its sole expense, shall cause to be performed the Maintenance Work 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.

(d) In order to allow it to perform the Maintenance Work, the City hereby also grants to MWDC, its agents, contractors, subcontractors, and volunteers, a non-exclusive license for access to the GI Site (may also be referred to herein as the "GI Site") as depicted on Exhibit B. MWDC and/or its agent(s) and contractor(s) shall be permitted to store only non-hazardous equipment on the GI Site during periods of performing Maintenance Work.

(e) The parties will coordinate through the Department of Public Works on a written schedule for the Maintenance Work so that it does not conflict with City maintenance work or City events or other permitted events. The MWDC agrees that it will require all volunteers to sign a waiver releasing the City from liability. The form of the waiver must be approved by the City in advance of use.

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

(g) MWDC 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 Maintenance Work being performed.

7. Destruction and Removal; Changes and Alterations.

(a) The City covenants and agrees that for the Term of this Agreement, no change in grades or other alterations within the lines of 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 the lines of 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 MWDC 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 MWDC (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the City and /or MWDC, 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 MWDC, as applicable, uses commercially reasonable efforts to promptly recommence performance to the extent possible.

(d) The parties agree that MWDC is solely responsible for the funding for all Maintenance Work set forth herein.

(e) In the event of casualty to the Project or Maintenance Work 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.

(f) 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 MWDC, the City shall not be obligated to repay any grant monies obtained by the MWDC from 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 MWDC.

The MWDC 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 MWDC in writing to the City.

9. Recordkeeping.

The City shall retain a record of maintenance activities (provided to it in writing by the MWDC) 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 prepared by the MWDC and provided to the City 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 MWDC to Maintain the GI Project.

(a) Nuisance. The City and the MWDC 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.

(a) The Authority May Perform Maintenance. In addition to any rights the Authority may have under law or this Agreement, if the Authority determines that the MWDC has failed to adequately maintain the GI Project as determined by the Authority, the Authority may notify the MWDC and the City in writing of any deficiencies. If the MWDC fails to take action to correct those deficiencies within thirty (30) business days of receipt of such notice and the City does not wish to cure the deficiency as set forth in Paragraph 5(b) above, the Authority and its authorized agents and employees may, but are not obligated to, enter upon the Property and take whatever steps reasonably necessary to correct deficiencies identified and charge the reasonable costs (including administrative costs) thereof to the MWDC. 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 MWDC. When the Authority or City charges its costs to the MWDC pursuant to this Section, such charges shall be due within thirty (30) days of the date the bill is received.

(b) 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 MWDC.

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 or the City.

14. Reproduction and Release of the Plans and Records.

The City authorizes 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 MWDC 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; 4) upon dissolution of the MWDC; and/or 5) failure to maintain the GI Project as required under Section 5 of this Agreement.

(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 MWDC in writing of the specific provisions of the Agreement under which MWDC is in default. MWDC 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 MWDC 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 MWDC and the Authority, to finally terminate this Agreement and shall have the right to discontinue operations of MWDC 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 this Section 17, the City and the Authority shall only be required to provide thirty (30) days' prior written notice to MWDC 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 MWDC 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 MWDC 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 Area 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 MWDC 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 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
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

MWDC: Laura Guralnick, Interim Executive Director
301 Shiloh Street
Pittsburgh, PA 15211

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 MWDC 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 Maintenance Work authorized hereunder, the MWDC 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, will be purchased by the MWDC evidencing the following minimum coverage specifically identifying MWDC 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.

MWDC 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.

MWDC 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.

MWCDC 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. 150 of 2016, effective April 7, 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.

MOUNT WASHINGTON COMMUNITY DEVELOPMENT CORPORATION

By: Laura Guralnick
Name: LAURA GURALNICK
Title: Interim Executive Director

Approved as to form:

THE PITTSBURGH WATER AND SEWER AUTHORITY

[Signature]
Solicitor

By: [Signature]
Name: David L. Donahoe
Title: Executive Director

Witness/Attest:

CITY OF PITTSBURGH

[Signature]

By: Michael Gable 7/21/16
Name: MICHAEL GABLE
Title: DIRECTOR

Witness/Attest:

[Signature]

By: [Signature]
Name: William Peduto
Title: Mayor

Reviewed by: Yvonne Hilton

Approved as to form by:

[Signature]
Deputy Solicitor

[Signature]
City Solicitor

Exhibits A-E

Exhibit A: Description of Property

Exhibit B: Site Map

Exhibit C: Scope of Project

Exhibit D: Maintenance Plan

Exhibit E: Insurance Plan

Exhibit A (Description of Property):

Emerald View Park surrounds the neighborhoods of Duquesne Heights, Mount Washington and Allentown. The garden is located at the end of Republic Street where it meets the extension of Fingal Street. At the entrance to Emerald View Park.

Its coordinates are:

**40°26'10.46" N
80° 01'38.66" W**

Exhibit B (Site Map):



Exhibit C (Scope of Project):



MOUNT WASHINGTON
COMMUNITY DEVELOPMENT CORPORATION

Republic Street Rain Garden

A project by the Mount Washington Community Development Corporation (MWDC)

Location: Emerald View Park, Republic Street trail entrance

The following size calculation for the Republic Street Rain Garden is based on the estimation of a 2" rain event. Calculations and technical assistance were provided by StormWorks as a consultant. Concept and goal: Catchment and controlled drainage from street edges into a 900 square foot rain garden with 6" of ponding height. Further controlled drainage into a second smaller rain garden located in the woodlands of Emerald View Park with about 465 square feet and 6" of ponding height. The main tributary area to the rain garden is street run-off from Fingal Street and the adjacent unnamed street that connects Fingal Street with Republic Street.

The first rain garden is situated behind the trail entrance rail fence and will catch sediments and rainwater that are draining from the adjacent street and currently accumulating in front of the trail entrance and causing erosion of the trail. With the installment of a rain garden sediments will be filtered and caught and water will be released controlled into the landscape without causing damage to the trail. Materials used are a mix of 2B and 3A river stone for forbays, topsoil and mulch. The rain garden will be planted with plants that are native to Western Pennsylvania, are deer resistant and salt tolerant. The design of the rain garden will be of a natural and organic look to transition into the natural setting of Emerald View Park.

The second, smaller rain garden will be located along the trail in the woodlands of Emerald View Park and will be constructed with a mix of 2B and 3A river stone for water transport, and layered with topsoil and mulch. It will be planted with native, shade tolerant and deer resistant plants. Overflow from this garden will run into a small natural swale that will disperse into the forested setting.

The drainage swales will consist of 3A river stone and check dams constructed of natural boulders and wood found on-site to control and slow the waterflow.

Method: The larger rain garden can be accessed by machines that will dig a 900 square foot wide hole with a depth of 18". It will be filled with 12" of soil media (approx. 50 cubic yards). The second, woodland rain garden will be dug out by hand by volunteers to prevent any damages to the natural area. The drainage swales will also be dug by hand and filled with rocks.

Materials:

- River stone (2B, 3A)
- Large rocks (4-6") and boulders



MOUNT WASHINGTON
COMMUNITY DEVELOPMENT CORPORATION

- Topsoil
- Compost
- Mulch
- Native plants

Republic Street Rain Garden plant selections:

(Main rain garden: sunny and woodland edge)

- *Symphyotrichum novi-belgii* (New York Aster)
- *Iris versicolor* (Blue-flag Iris)
- *Asclepias incarnate* (Swamp milkweed)
- *Eutrochium maculatum* (Spotted Joe-Pye weed)
- *Helenium autumnale* (Sneezeweed)
- *Liatris spicata* (Blazing star)
- *Lobelia siphilitica* (Great blue lobelia)
- *Osmunda cinnamomea* (Cinnamon fern)
- *Vernonia fasciculata* (Ironweed)
- *Panicum virgatum* (Switch grass)
- *Physocarpus opulifolius* (Ninebark)
- *Cephalanthus occidentalis* (Buttonbush) (Woodland rain garden)
- *Lobelia cardinalis* (Cardinal flower)
- *Osmunda regalis* (Royal fern)
- *Thalictrum polygamum* (Tall meadow rue)
- *Arisaema triphyllum* (Jack-in-the-pulpit)
- *Athyrium filix-femina* (Lady fern)
- *Chelone glabra* (Turtlehead)
- *Aruncus dioicus* (Goats beard)
- *Deschampsia cespitosa* (Tufted hairgrass)
- *Aesculus parviflora* (Bottlebrush buckeye)
- *Ilex verticillata* (Winterberry)

Maintenance plan

- Heavy weeding during the first two years, occasional weeding after establishment of plantings.
- Occasional watering during drought spells.

Exhibit D (Maintenance Plan)

Maintenance will be conducted by volunteers and staff. Heavy weeding during the first two years, occasional weeding after establishment of plantings. Occasional watering will also be provided during drought spells.

Exhibit E (Insurance Plan):



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
5/24/2016

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 Wagner Agency, Inc 5020 Centre Avenue Pittsburgh PA 15213-1898	CONTACT NAME: Timothy Potter, AU PHONE (A/C No. Exp.: (412) 681-2700 FAX (A/C No.: (412) 622-0488 EMAIL: tim@wagneragency.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co. NAIC #: 100 INSURER B: Atlantic States Insurance Comp 22586 INSURER C: Cincinnati Insurance Co. INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: CL1591109983 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.

INSURANCE TYPE	TYPE OF INSURANCE	AGGREGATE LIMIT	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER:		PAC4616743	3/5/2016	3/5/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAA 8450191	4/5/2016	4/5/2017	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ Uninsured motorist combined \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE / PER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
C			BCN 8677421	9/10/2013	9/10/2016	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as Additional Insured as respects the operations of the Insured - Republic Street rain garden/interpretive sign project.

CERTIFICATE HOLDER Pittsburgh Water & Sewer Authority 1200 Penn Avenue Pittsburgh, PA 15222	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 M Lewandowski/TCP <i>Michel J Lewandowski</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2015

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 Wagner Agency, Inc 5020 Centre Avenue Pittsburgh PA 15213-1898	CONTACT NAME: Timothy Potter, AU PHONE (AG No. Ext): (412) 681-2700 FAX (AG No.): (412) 622-0468 E-MAIL ADDRESS: tim@wagneragency.com
INSURED Mt. Washington Community Development Corp. 301 Shiloh Street Pittsburgh PA 15211	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co. NAIC # 100 INSURER B: Atlantic States Insurance Comp 22586 INSURER C: Cincinnati Insurance Co. INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: CL1591109983** **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.

INER LTR	TYPE OF INSURANCE	ADDL SUBR (INSR / WVP)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	PAC4616743	3/5/2016	3/5/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAA 6850191	4/5/2016	4/5/2017	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C			BCM 8677421	9/10/2013	9/10/2016	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured as respects the operations of the Insured - ecological restoration and trail projects in Emerald View Park.

CERTIFICATE HOLDER iilyssa@mwcdo.org City of Pittsburgh Department of Public Works 301 City-County Building 414 Grant Street Pittsburgh, PA 15219	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 M Lewandowski/TCP <i>Michael J. Lewandowski</i>
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