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**CONTRIBUTION AGREEMENT BETWEEN
PITTSBURGH PARKS CONSERVANCY AND CITY OF PITTSBURGH
FOR A TRAIL RESTORATION PROJECT AT LOWER NINE MILE RUN**

This CONTRIBUTION AGREEMENT, hereinafter referred to as "Agreement," is made this ~~1st~~ ^{10th} day of ~~May~~ ^{July}, 2019, by and between the **PITTSBURGH PARKS CONSERVANCY** ("PPC"), located at 45 South 23rd Street, Suite 101, Pittsburgh, PA 15203, and **CITY OF PITTSBURGH** ("CITY"), located at 414 Grant Street, Suite 400, Pittsburgh, PA 15219.

WHEREAS, PPC has received a pledge from a private donor to cover the costs of repair and restoration of the Lower Nine Mile Run Trail in Frick Park; and

WHEREAS, City through its Department of Public Works is willing and able to provide and perform the trail repair and restoration, subject to PPC covering the costs of materials, tools and plantings needed for the project;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound thereby, PPC and CITY agree as follows:

1. SCOPE OF WORK: CITY will provide work crews and PPC will purchase and supply to the City tools and materials to complete the Lower Nine Mile Run trail restoration project as more fully described in **EXHIBIT A** ("Scope of Work"). The parties will use their best efforts to complete the project no later than Fall 2019. Upon receipt of donor's contribution, PPC will purchase the tools and materials shown on the Scope of Work, subject to those changes or additions as may be mutually agreed by the parties, and deliver these items to CITY, at a location to be designated by CITY, for CITY's use in connection with this project. CITY will commence work on the project as soon as practicable thereafter and keep PPC informed as to its progress. PPC will be given the opportunity to review the work in progress, and in the event CITY or PPC become aware of any issues or problems with the work being done, the parties will meet to discuss and resolve those issues or problems that may arise. Since the donor wishes to remain anonymous, the donor's identity will be kept confidential.

2. COMPENSATION: Neither party will be entitled to any compensation from the other party under this Agreement.

3. TERM: This Agreement will commence on the date executed above and, unless terminated earlier as provided in Paragraph 7 below, will end on December 31,

2019 or whenever the services required of CITY have been completed, whichever is sooner.

4. NO CO-PARTNERSHIP OR AGENCY: Nothing in this Agreement will create or establish the relationship of co-partners between the parties or constitute CITY as the representative or agent of PPC for any purpose whatsoever. At all times under this Agreement, the CITY will perform or provide the Scope of Work as an independent Contractor.

5. TERMINATION: Either party will have the right to terminate the Agreement for convenience and without cause upon giving thirty (30) days written notice to the other. In the event of a public safety emergency, the CITY may terminate immediately and without advance notice. In the event that either party elects to terminate the Agreement, all unused or remaining tools, materials, and plantings purchased by PPC for CITY's use will be returned to PPC and neither party will have any liability to the other party for any work performed or funds expended under this Agreement up to the date of termination. PPC understands and agrees that if this Agreement is terminated by CITY as permitted herein, CITY will have no responsibility to reimburse PPC for the cost of any materials, labor, grants, or private funds used for the purposes authorized hereunder.

6. COMPLIANCE WITH LAWS: The parties will fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this Agreement.

7. SEVERABILITY: The non-enforceability of any article, section, clause or provision of this Agreement will not affect the validity of the remaining articles, sections, clauses or provisions hereof.

8. RECITALS. The recitals on page 1 are expressly incorporated into this Agreement.

9. AMENDMENT: This Agreement contains all the terms and conditions agreed upon by the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties.

10. HOME RULE CHARTER: LIABILITY OF CITY: This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter and the liability of the CITY hereunder is zero Dollars (\$0).

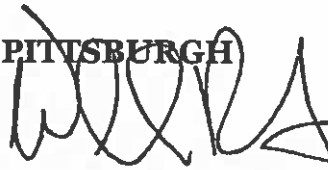
11. AUTHORIZING RESOLUTION: CITY enters into this Agreement pursuant to Resolution No. 343, effective May 30, 2019.

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

WITNESS:

Laurie Oberon

CITY OF PITTSBURGH

By: 
William Peduto, Mayor

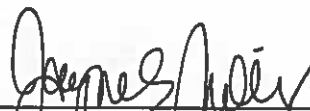
Justin J. Friedman 5-16-19

By: Michael Gable 5/16/19
Michael Gable, Director,
Department of Public Works

WITNESS:

Paul Kelly

PITTSBURGH PARKS CONSERVANCY

By: 
Jayne Miller, President & CEO

EXAMINED BY:


Assistant City Solicitor

APPROVED AS TO FORM:


City Solicitor



Lower Nine Mile Run Trail Restoration

Exhibit A

Scope of Work

Project Scope: The trail restoration project involves repair and restoration of five portions of the Lower Nine Mile Run Trail at the approximate locations shown on the Site Map. The work will be done by City of Pittsburgh Department of Public Works personnel and SCA student crew workers under the supervision of Dick Wilford, in accordance with City specifications and design standards for similar trails. The City may schedule the work as it deems appropriate taking into account weather and other factors within the time periods shown below.

1. New wooden elevated walkway

- 185 feet long by 4 feet wide
- to be completed by the City of Pittsburgh
- approximately 3 weeks working on and off

2. Belgium block trail

- 132 feet long by 4 feet wide
- to be completed by the SCA student summer crew
- Add 2-B Mod limestone gravel between blocks. Add 7-6 foot long 4 inch plastic drain pipes at wet spots so water can pass under the trail
- Mid-June - August

3. New wooden walk over old Belgium blocks

- 110 feet long by 4 feet wide
- to be completed by the City of Pittsburgh

4. Widen wooden walkway

- 70 feet long by 3 feet wide
- to be completed by the City of Pittsburgh
- Add new decking on top of existing wooden walkway to make it 4 feet wide with 2x4 side guide rails

5. Belgium block trail from small wooden walk to NMR trail

- 110 feet long by 4 feet wide
- to be completed by the SCA student summer crew
- Place Belgium blocks over existing blocks on trail now. Add 2B mod limestone between the blocks and add five 4-inch white plastic 6 feet long for drainage under trail

6. Plant Chestnut tree seedlings

- Both hybrid and pure American chestnut seedlings will be planted at location shown on attached map
- Plantings to be a joint effort of City and PPC personnel
- PPC will be responsible for supplying seedlings, watering and other maintenance to establish the plantings

Project will be completed by Fall 2019.



Tool List:

To be purchased by the Pittsburgh Parks Conservancy for the City of Pittsburgh's use.

- (1) ½ Electric Drill 3GRFi:	\$171.11
- (1) DeWalt Electric Angle Grinder 271D82:	\$199.11
- (1) Reciprocating Saw DW311K:	\$211.05
- (2) Packs Reciprocating Saw Blades 2vJ50:	\$77.00
- (3) Westwood Wheelbarrow 2MVU6:	\$483.60
- (1) 3/8 1/4 Drive Socket Set 5C856:	\$205.68
- (1) ½ Impact Wrench 4JB72:	\$240.66
- (1) Generator Model 5500 GFDK7:	\$788.00
Total:	\$2,376.21

Material List:

To be purchased by the Pittsburgh Parks Conservancy for the City of Pittsburgh's and SCA's use.

- (73) 4x4x12 treated wood:	\$1,087.24
- (27) 6x6x8 treated wood:	\$697.72
- (190) 2x6x16 treated wood:	\$2,281.60
- (59) 2x4x16 treated wood:	\$640.23
- (8) boxes 3" wooden screws #10:	\$1,776.00
- (10) packs square bits for screws:	\$26.00
- (38) packs hex lag screws 3/8x5:	\$687.80
- (2) boxes hex lag screws 5/16x6:	\$200.00
- (12) packs stainless steel washers 3/8:	\$29.90
- (12) packs stainless steel washers 5/16:	\$30.00
- (20) packs 3/8 drill bits:	\$121.60
- (20) packs 5/16 drill bits:	\$120.80
- (1,000) Belgium blocks:	\$3,000.00
- (200) tons 2B Mod limestone:	\$5,070.00
- (9) 10 foot long 4" drain pipes:	\$77.85
- (22) 4" end strainer caps:	\$99.34
Total:	\$15,946.08

Timeline:

1. **New wooded elevated walkway**
3 weeks, by Spring 2019 after receipt of materials and tools
2. **Belgium block trail**
Mid-June 2019 – August 2019 (SCA summer crew)
3. **New wooden walk over old Belgium blocks**
Spring-Summer 2019



**Pittsburgh
Parks
Conservancy**

4. **Widen wooden walkway**
Spring-Summer 2019
5. **Belgium block trail from small wooden walk to NMR trail**
Mid-June 2019 – August 2019 (SCA summer crew)
6. **Plant Chestnut trees**
Spring-Fall 2019

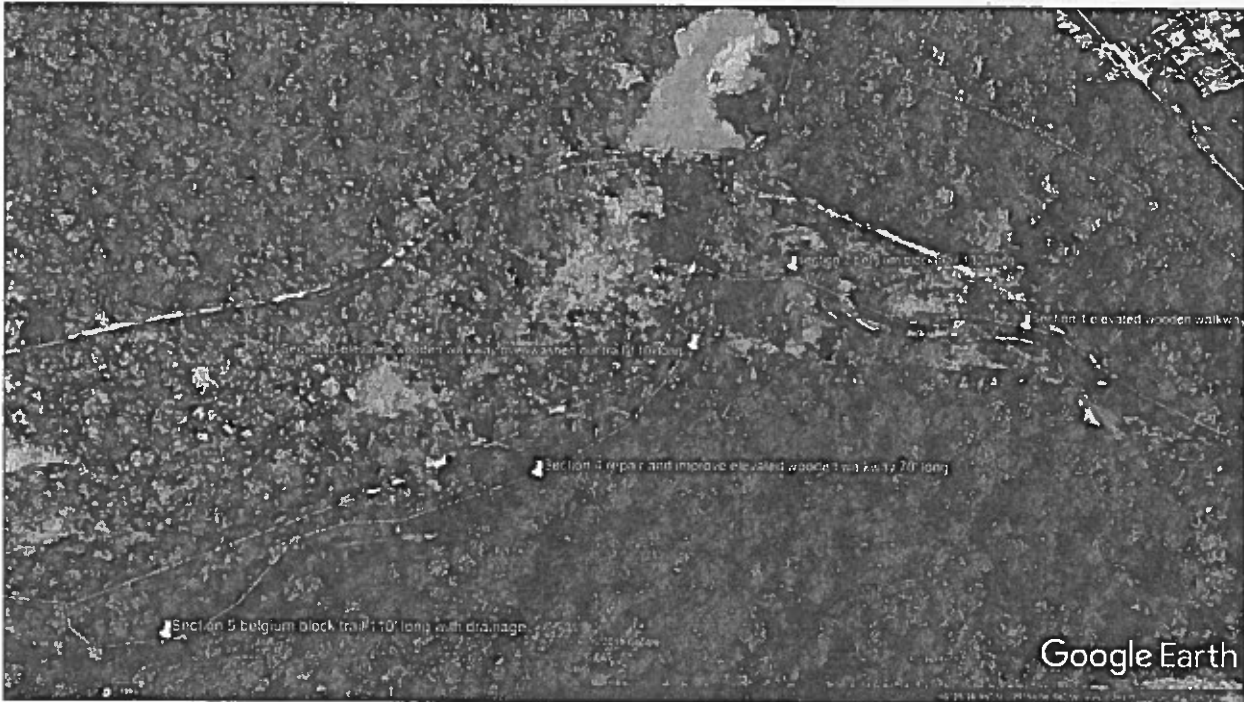


(Photo showing trail construction)



**Pittsburgh
Parks
Conservancy**

Site Map:



Section 1- 40 25' 39.41" N by 79 53' 58.29" W

Section 2 -40 25' 40.54" N by 79 54' 02.97" W

Section 3- 40 25' 39.04" N by 79 54' 05.24" W

Section 4- 40 25' 36.90" N by 79 54' 08.25" W

Section 5 -40 25' 34.66" N by 79 54' 14.83" W