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PROJECT LICENSE AGREEMENT BETWEEN THE CITY OF PITTSBURGH AND THE PITTSBURGH PARKS CONSERVANCY FOR GREEN INFRASTRUCTURE PROJECT AT MCKINLEY PARK

Made this 2nd day of July, 2019 by and between the CITY OF PITTSBURGH, (the "city"), and, the PITTSBURGH PARKS CONSERVANCY (the "PPC"),

Whereas, pursuant to Resolution No. 285 of 1998, approved May 29, 1998 effective May 29, 1998 the City entered into a Cooperation Agreement (the "Cooperation Agreement"), dated April 10, 2000 and renewed and extended on December 11, 2011, with the PPC, to establish an alliance to provide infrastructure improvements, special care, and restoration for the City's parks, attached hereto and incorporated as Exhibit "A"; and

Whereas, the PPC, consistent with the Cooperation Agreement, has obtained and set aside certain funds for green infrastructure improvements in McKinley Park; and

Whereas, the City has received and approved PPC's plans for those improvements to McKinley Park; and

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

1. **SCOPE OF IMPROVEMENTS & GRANT OF LICENSE:** Subject to all terms and conditions set forth below and within the attached exhibits, in addition to the aforementioned recitals which are all incorporated into the Agreement, PPC has agreed to undertake a green infrastructure project for McKinley Park (the "Project Site"). The PPC will perform certain specified work and provide certain materials in McKinley Park at its own cost and expense. The City, Department of Public Works, will perform certain specified work and provide certain materials at the City's cost and expense, as more fully described in Exhibit "B," which is attached hereto and incorporated herein.

City hereby grants to PPC, its agents, contractors, and subcontractors, a non-exclusive license to go upon the Project Site to perform McKinley Park GI Project work (the "PPC Work"). PPC is authorized to move and/or store its equipment, materials, and trailers on the Project Site and to use them as lay down and/or staging areas to facilitate the McKinley Park GI Project. Additional staging areas may be designated by the Department of Public Works as needed.

The PPC will work in accordance with applicable laws and all design plans/construction documents will be subject to the prior approval of the City. The City's approval will include a review and approval of plans and specifications by the City's Department of Public Works ("DPW") and the Art Commission, as applicable. DPW will approve or object to Project plans within sixty (60) days of receipt of complete plans and specifications. Any objections will be provided in writing and provide detail sufficient for the PPC to respond to the City's concerns.

Upon completion of each Project phase (as further detailed in Exhibit B) by the PPC, the PPC will notify the City in writing of the completed PPC work prior to accepting the contractor's work. Upon receipt of that notification the City will inspect the contractor's completed PPC work to ensure it was installed properly. DPW will designate a representative to participate in bid selection, job progress meetings, and in any other regular meetings of the Project team during construction, and will also assign an inspector for the Project. In addition, DPW will designate a representative to participate in meetings regarding the pre-final punch list and final punch list.

Upon completing its inspection and absent any objection thereto and after any outstanding punch list items have been corrected in compliance with City requirements, the City will forward to PPC written approval of the Director of the Department of Public Works to accept that work. In the event of an objection, the City will provide PPC with 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.

2. **TERM OF AGREEMENT:** The term of this Agreement will commence on the date first written above and will conclude on the later of (i) December 31, 2019, or (ii) the completion date of the McKinley Park GI Project.
3. **MONITORING AND EVALUATION; AUDITS:** All services provided under this Agreement will be subject to monitoring and evaluation by City or its authorized representatives. PPC will supply City with a monthly Project Status Report during the construction period and a pending construction schedule. PPC will also include a section in each Project Status Report regarding any cost overrun exceeding five percent (5%). 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. PPC will preserve all books and records pertaining to the Project for three (3) years after the termination of this Agreement.
4. **DOCUMENTS:** In accordance with Section 1, prior to construction PPC will provide City with all bid, design, and construction documents including but not

limited to a construction schedule, a schedule of values, design drawings and specifications. Upon completion of construction, PPC will provide City with all close-out documents, including but not limited to as-built drawings, record drawings, warranty documents, operation and maintenance manuals, job progress minutes, and submittals. These documents will be provided at no cost to the City.

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 thereunder in accordance with the terms of the those Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

6. **COMPLIANCE WITH LAWS:** PPC and any subcontractors hereunder 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. PPC and/or its subcontractors will promptly notify the Department of any known vandalism or other illegal activities at the Project Site, which come to their attention. PPC is aware that the City has obligations under state and other applicable laws concerning public bidding and the payment of prevailing wages for certain projects. By entering into this agreement, the City Solicitor is expressing no opinion as to whether PPC has or will comply with any of these laws or their applicability to the Project. PPC may consult with the City if it has questions on the applicability of those laws to the Project.

7. **COMPLIANCE WITH NPDES RESPONSIBILITIES:** PPC as of the execution date of this agreement, agrees to complete the Project in compliance with all requirements under the NPDES permit for the Project. In addition to compliance with the NPDES permit, PPC and CITY agree to the following:
 - a. Prior to the start of Project work, PPC will cause any prime contractor it hires to perform work at McKinley Park, to become a co-permittee on the NPDES permit if required for the NPDES permit.

 - b. PPC will itself, and will cause any prime contractor it hires performing work in the area defined by the NPDES permit, to provide reports to the City Department of Public Works on its compliance with all NPDES requirements as requested from time to time.

 - c. CITY may enter at any time and inspect the worksite to ensure compliance with NPDES obligations. d. If PPC, or any prime contractor it hires to perform work at the Project Site, is not complying with NPDES requirements, City may enter the work site to satisfy NPDES compliance and any necessary expenses

incurred as a result are to be borne solely by PPC.

8. **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. 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 subcontracts which may be permitted under the terms of this Agreement a requirement that those subcontractors also comply with the provisions of this Section.

9. **INSURANCE:** PPC and any prime contractor hired to perform Project Work 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 duly executed by officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverages and specifically identifying City as an additional insured on all general liability policies, which insurance will be noncancellable, except upon thirty (30) days prior written notice to City:

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

All premiums will be at the expense of PPC and, if applicable, its prime contractor. All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of 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 will renew that insurance in a timely manner and will promptly cause a certificate of insurance evidencing that renewal, and also identifying City as an additional insured, to be forwarded to the Director of the Department of Public Works.

10. **GOVERNING LAW:** This Agreement will, in all respects, be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

11. **AMENDMENT AND TERMINATION:** 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, provided, however, that PPC, the City and the Pittsburgh Water and Sewer Authority ("PWSA") must enter into a separate agreement regarding the long-term maintenance of the McKinley Park GI Project before the completion date of the Project. The parties hereto acknowledge that the maintenance agreement is a condition of one or more funders of the Project and contemplate that the maintenance obligations will be allocated among PPC, the City and PWSA substantially as set forth in Exhibit D hereto. This Agreement may not be changed, modified, discharged or extended except by prior written amendment, duly executed by the parties. Either party may terminate this Agreement upon 90 days' written notice in the event of a material breach by the other party which cannot be cured within that period.
12. **PITTSBURGH HOME RULE CHARTER:** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter.
13. **STORAGE:** PPC and/or its subcontractors may store equipment at the Project Site if approved ahead of time by the Director of the Department of Public Works. Access to the Project Site for storage purposes will be limited to authorized representatives or designees of the PPC or its subcontractors. PPC will secure appropriate security for any machinery and/or materials used for the Project and agrees that the City will not be liable for any damages to or loss of its property or property of its subcontractors for any reason.
14. **OWNERSHIP OF IMPROVEMENTS:** Ownership of all alterations, additions or capital improvements constructed and paid for by PPC at the Project Site will vest in City upon installation, without compensation being paid therefore.
15. **ASSIGNMENT; SUBCONTRACTING:** PPC will not assign this Agreement without the written consent of City.
16. **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 having any priority or preference over or ranking on a parity with the estate, rights and interest of City in the Project Site or any part thereof.
17. **WAIVER OF MECHANIC'S LIENS:** PPC will not cause or permit any work to be done upon or any materials or services furnished to any portion of the Project 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 Project

Site or any part thereof.

18. **ZONING:** PPC will be responsible for complying with all applicable zoning guidelines and laws relative to the Project Site. With the prior approval of the City, PPC will file for approval of any zoning variances that may be required for the intended use of the Project Site.
19. **CONSENTS:** In any case under this Agreement, when the prior written approval or consent of City has been requested by PPC, that approval or consent will not be unreasonably withheld or delayed by City.
20. **APPROVALS FOR REHABILITATIONS:** PPC will accomplish the rehabilitation and improvements of the McKinley Park GI Project in accordance with the scope of work described on Exhibit "B" hereto as previously approved by the City. The PPC Work will be accomplished in accordance with applicable laws. Any alteration in plans previously approved by City must be submitted in writing to the City's Department of Public Works prior to those planned amendments. Any objections by the Director of Public Works will be timely provided in writing and provide detail sufficient for the PPC to respond to its concerns.
21. **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.
22. **RIGHT TO INSPECT; RIGHT TO TAKE EMERGENCY ACTION:** This is a non-exclusive license to a City-owned park. Thus, City will have the right to enter the Project Site at all times for the purposes of inspecting it or determining whether PPC and/or its subcontractors 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 which, in the reasonable discretion of City, is deemed to be of an emergency nature.
23. **NON-OBLIGATION OF CITY TO REPAIR.** In the event of casualty to the Project Site, regardless of the amount of damage or destruction, City will be under no obligation to repair and/or replace, except as provided in this Agreement and in Maintenance Schedule outlined in Exhibit "D" hereto.
24. **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 Site.

25. **AUTHORIZING RESOLUTION:** This Agreement is entered into by City pursuant to Resolution No. 216 of 2018, effective April 2, 2018.
26. **SURVIVAL OF PROVISIONS:** It is the intent of the parties that the provisions set forth in Paragraphs 6 (Compliance with Laws), 11 (those sections pertaining to Exhibit D and Maintenance), and 22 (Indemnity) will survive the expiration of the term of this Agreement.
27. **RECLAMATION:** Upon completion of its work, PPC will ensure that its agents, contractors and subcontractors restore, repair, replace, re-seed, or rebuild the Project Site and any surrounding areas disturbed by the PPC Work in McKinley Park to its visual and functional equivalent immediately prior to the work. 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 the Project.

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

Witness:

City of Pittsburgh

Witness:

By: _____
WILLIAM PEDUTO, Mayor

City of Pittsburgh
Department of Parks and Recreation

Witness:

By: _____
ROSS CHAPMAN, Director

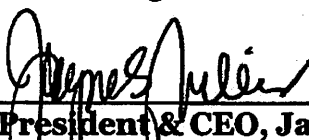
City of Pittsburgh
Department of Public Works

Witness:

By: _____
MIKE GABLE, Director

The Pittsburgh Parks Conservancy


Witness:

By: 
President & CEO, Jayne Miller

Examined: _____
Assistant City Solicitor

Approved as to form by: _____
Yvonne S. Hilton, City Solicitor

Countersigned by: _____
Michael Lamb, City Controller

EXHIBIT A

COOPERATION AGREEMENT RENEWAL AND EXTENSION

EXHIBIT B

PROJECT SITE DESCRIPTION, PLANS, and SCOPE OF WORK

Project Description:

PPC has conferred with the City concerning its plans, and has provided the City with engineering drawings and construction plans for the Project Site. The overall project will renovate McKinley Park through green infrastructure improvements (see location map below) in multiple phases. This phase will address stormwater infrastructure and recreation facilities in that portion of the park bounded by Eldora, Michigan, and Delmont streets. Future phases will address additional improvements downstream.

Pittsburgh Parks Conservancy Scope of Work (as funds allow):

- Disconnect and cap park inlets impacted by green infrastructure excavation.
- Remove and replace street pavement impacted by catch basin replacement and piping.
- Construct green infrastructure/stormwater improvements, including paving, curbing, catch basins, piping, manholes, junction boxes, inlets, pipe head walls, observation pipe, trench drains, cast-in place retaining wall and rain garden curb, and subsurface storage.
- Construct concrete walk, concrete curbs, cast-in-place stairs, and handrails.
- Install landscape improvements and plantings, including stone check dams, cobble swale, stone forebays, berms, aprons, gravel, soils, compost, mulch, seeding, and plant material.
- Construct Delmont trails (see Trail Scope of Work Plan below)
- Construction of boardwalks, and paver overlooks.
- Build benches and seating areas using salvaged timber and re-purposed DPW materials.
- Install interpretive signage and recognition plaques.
- Install pipe crossing at bottom of Eldora trail during grading and excavation.
- Remove and replace perimeter concrete sidewalks, curb, curb ramps, and crosswalks at Delmont.

City of Pittsburgh, Department of Public Works, Scope of Work

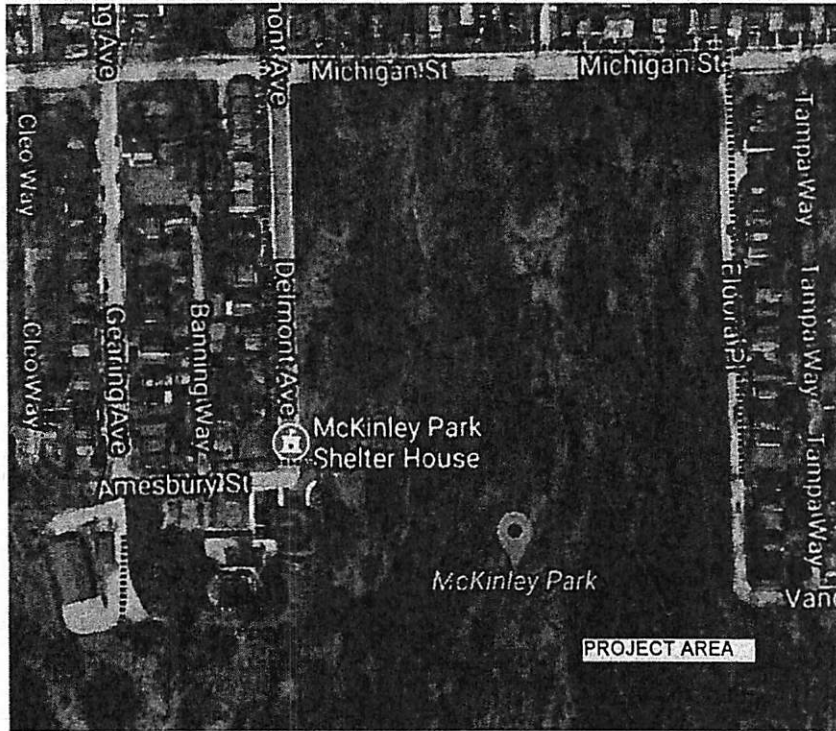
- Remove and stockpile chain link fence and stone stairs and walls.
- Relocate Horseshoe pit near basketball court.
- Disconnect and cap park inlets impacted by excavation, except green infrastructure excavation
- Remove and prune trees; clear and grub; install temporary tree protection.
- Conduct grading, fill and compaction for trail on Haberman hillside.
- Provide all materials for local contractor trail work from Eldora, including fill, aggregates, jute matting, geotextile fabric, and seed.
- Provide stone pavers, curbs, and wall stone from stockpile at Highland Park, and provide cobble block pavers from stockpile area near zoo parking lot; deliver to site.
- Install erosion and sediment control measures for Haberman hillside.
- Remove and replace perimeter concrete sidewalks, curb, curb ramps, and crosswalks at Eldora.
- Remove and replace existing stone walls and stairs (2 sets) to historic appearance and form; add handrails.
- Construct root aeration where needed for permanent tree protection within drip line areas, including geotextile fabric, crushed stone, and underdrains/aeration pipes.
- Provide and install embankment slide, safety surface, and associated hardscape including concrete stairs, curb, and wall.
- Provide and install park shelter and stone columns, including concrete shelter pad.

EXHIBIT B

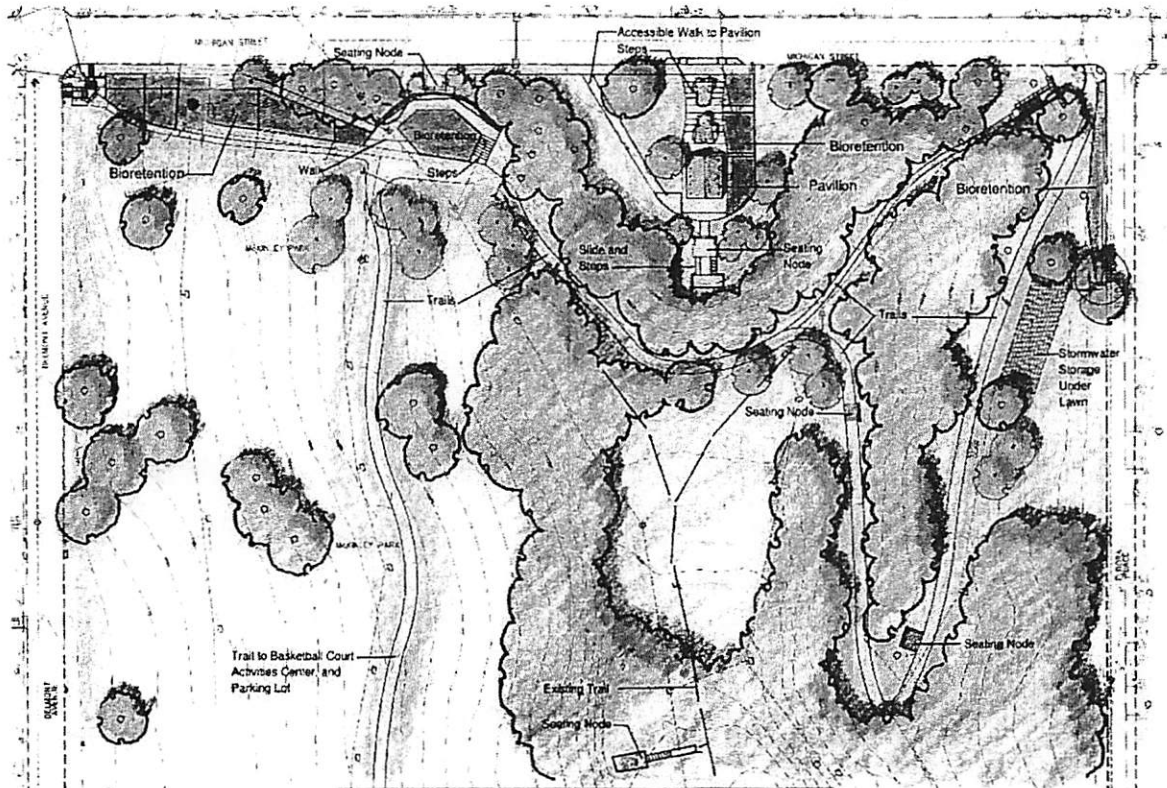
PROJECT SITE DESCRIPTION, PLANS, and SCOPE OF WORK

- Provide and install site amenities: bike rack (1), grill (1), park benches (2), picnic tables (4), trash receptacles (1), and recycling bin (1).
- Provide and install electrical service, including pedestrian lights (4) and shelter lighting.
- Provide and install water service and lockable hose bid.
- Provide and install City standard park signage at entries and trails.
- Provide and install pedestrian guard or fence at existing wall.
- Provide and install collapsible bollard at Eldora entrance

Location Map



Site Plan



Trail Scope of Work Plan

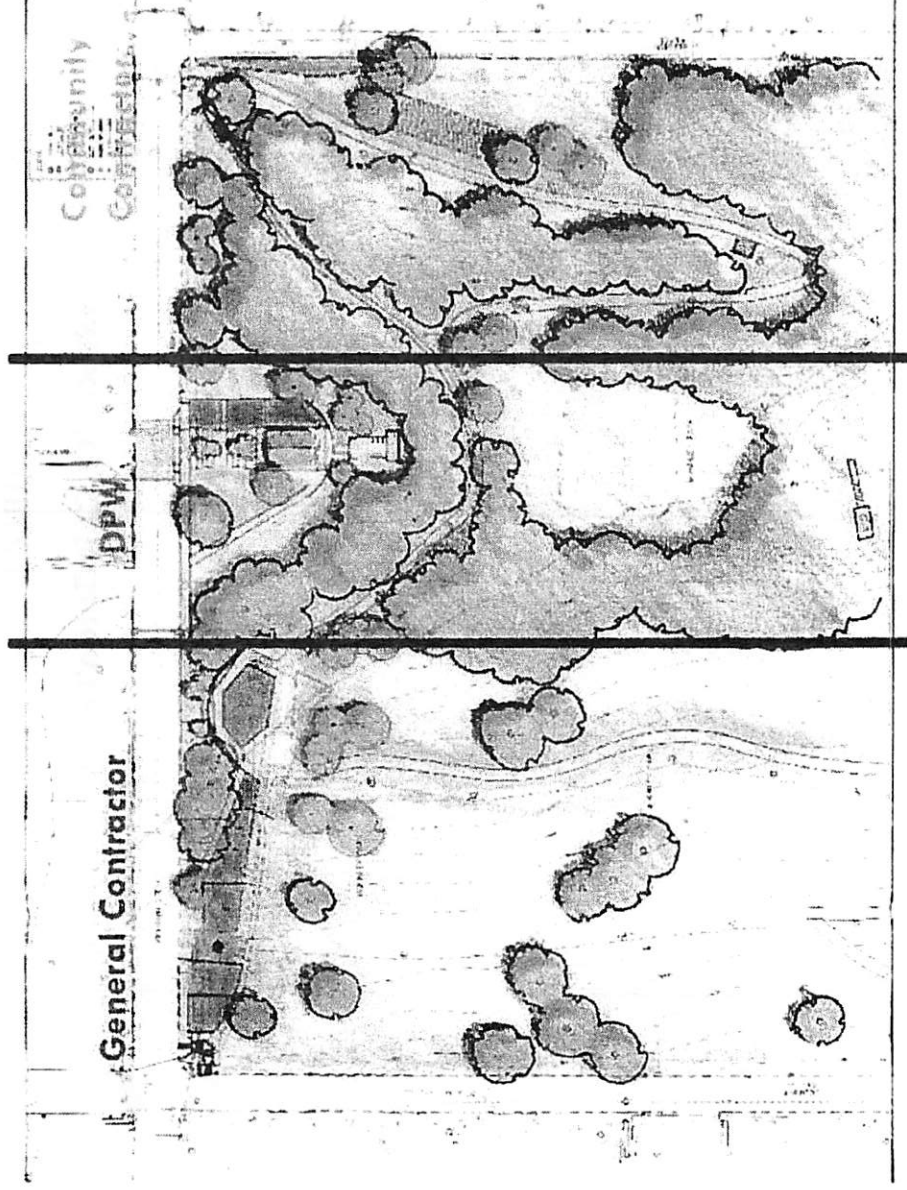


EXHIBIT C

INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2019

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 (A/C, No, Ext): (412) 261-2222 FAX (A/C, No): (412) 261-3437 E-MAIL ADDRESS: 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:** 19-20 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0477992	03/01/2018	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			EBA0477992	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0477992	03/01/2018	03/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCN6001692	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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 McKinley Park.


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 

EXHIBIT D
MAINTENANCE PLAN

Exhibit D - Maintenance Plan

Item to be Inspected	Inspection Frequency 3+ yrs	Observation	Maintenance / Repair	Required Equipment	Quantity (times/year)	Persons	Hours	Rate	Cost / Mtce or Repair	Responsible Party
GI in Right-Of-Way										
Street Catch Basin	seasonally + as needed after large storms	debris, clogging, damage	debris removal	vacuum truck, street sweeper, coarse bristle hand broom, hand shovel						PWSA
Street Pipe	seasonally + as needed after large storms	debris, clogging, damage	debris removal	vacuum truck, hand shovel						PWSA
Curb Apron	seasonally + as needed after large storms	debris, damage	debris removal	hand shovel						PWSA
Curb Cut	seasonally + as needed after large storms	debris, damage	debris removal	hand shovel						PWSA
Trench Drain	seasonally + as needed after large storms	debris, damage	debris removal	hand shovel						PWSA
					8	2	4	\$55.00	\$3,520.00	
GI in PARK										
Forebay	seasonally + as needed after large storms	debris, blockage, damage	debris removal	hand broom, hand shovel						PWSA
Turf Swale	seasonally + as needed after large storms	erosion, sediment deposits	replace sod, overseed, sediment removal	mower, rake						PWSA
Vegetated Cobble Block Swale	seasonally/seasonal trimming + as needed after large storms	debris, standing water, dead veg, erosion, mulch movement, weeds, woody	last years growth removal, dead plant removal and replacement, weeding, sediment removal,	string and blade trimmer, garden hand tools						PPC to lead. Will call Foreman for additional labor to assist
Check Dam	seasonally + as needed after large storms	debris, blockage, standing water, erosion, damage	debris removal, erosion repair	hand shovel, hand tools as needed						PWSA
Rain Garden	seasonally/seasonal trimming + as needed after large storms	water, dead veg, erosion, mulch movement, weeds, woody encroachment, non-	years growth removal, mulching, erosion repair, weeding, sediment removal, string trimming, flail	flail mower, garden hand tools, garden hose,						PPC to lead. Will call Foreman for additional labor to assist
Weir	seasonally + as needed after large storms	debris, damage	debris removal	hand shovel and rake						PWSA
Level Spreader	seasonally + as needed after large storms	debris, damage	debris removal	hand shovel and rake						PWSA
Sum					8	2	4	\$55.00	\$5,335.00	
Other items to consider										
Care for plants during establishment phase - 2 years					16	1	8	\$55.00	\$7,040.00	PPC to lead. Will call Foreman for additional labor to assist.

Exhibit D - Maintenance Plan

Monitor the GI					24	1	1	\$55.00	\$1,320.00	PPC in partnership with ALCOSAN and the University of Pittsburgh
Prune and maintain trees					1	4	8	\$55.00	\$1,760.00	PPC to lead. Will call Foreman for additional labor to assist
Spring and fall clean up of site leaves and litter					2	2	8	\$55.00	\$1,760.00	PPC to lead. Will call Foreman for additional labor to assist
					Times / year	# Individuals	Hours	Pay rate	Total	
Total					59	12	33	\$330.00	\$20,735.00	