

12A-0666 CN# 50209



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License, Maintenance, and Cooperation Agreement

Made this 18th day of JUNE 3 ~~October 2012~~

BY AND BETWEEN

THE CITY OF PITTSBURGH, Department of Parks and Recreation

Hereinafter referred to as "City"

AND

The PITTSBURGH PARKS CONSERVANCY, INC.

Providing Capital Improvements, Maintenance, and related activities for
Mellon Square Park

Hereinafter referred to as the "PPC"

WITNESSETH:

WHEREAS, Pursuant to Resolution No. 285 of 1998, approved May 29, 1998 and 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 and alliance to provide infrastructure improvements, special care, and restoration for the City's four regional parks: Frick, Schenley, Highland and Riverview; and

WHEREAS, Pursuant to Resolution No. 364 of 2011, effective May 26, 2011, the City and the PPC agreed to extend their Cooperation Agreement; and

WHEREAS, the Cooperation Agreement also contemplates the PPC's assistance with other non-regional City parks; and

WHEREAS, along that vein, PPC now desires to volunteer its services to provide capital improvements/renovations to City's Mellon Square Park and to assist with the maintenance thereof and related activities for the benefit of the general public;

WHEREAS, the PPC and the City now wish to enter into a License, Maintenance, and Cooperation Agreement to define the scope of the services to be provided by the PPC at Mellon Square Park.

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

ARTICLE I: TERMS OF AGREEMENT

1.1 **CONSIDERATION:** In consideration of the licenses granted in this License, Maintenance, and Cooperation Agreement (the "Agreement"), the PPC shall pay to the City the sum of one dollar (\$1.00) per year and, in lieu of additional consideration, agrees to restore and maintain the Licensed Premises (as further defined in Article II] in good repair and in a safe condition while performing the Project Work and Maintenance Work (as further defined in Article II herein) contemplated herein.

1.2 **TERM OF AGREEMENT:** The term of this Agreement shall commence as of June 14, 2011, and, unless otherwise terminated earlier as permitted herein, shall conclude on June 13, 2041 for a period of twenty-nine years and three hundred and sixty-four (364) days.

1.3 **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.

ARTICLE II: SCOPE OF PROJECT AND MAINTENANCE WORK; LICENSES

2.1 **SCOPE OF INITIAL CAPITAL IMPROVEMENTS:** Subject to all terms and conditions set forth below and within the attached exhibits, the PPC has agreed to undertake landscape restoration/capital improvements (the "Project") for Mellon Square Park, located between William Penn Place, Smithfield Street, 6th Avenue and Oliver Avenue as the perimeter, and located above the top surface of the water proofing membrane material placed over the concrete slab supporting the park surface over the parking garage and retail stores. The scope of the Project and a picture of Mellon Square Park are more fully provided in Exhibit A, which is attached hereto and incorporated herein. The Project shall be accomplished in accordance with applicable laws (including applicable public bidding laws) and shall be subject to the prior approval of the City. The City's approval shall include a review and approval of plans and specifications by the City's Department of Public Works and the Art Commission, as applicable. The City shall approve or object to Project plans within 45 days of receipt of complete plans and specifications. Any objections shall be provided in writing and provide detail sufficient for the Conservancy to respond to its concerns. With respect to the funding for and relocation of the Snelson sculpture, the PPC agrees to work with the Carnegie Library and the City to find a mutually acceptable new location.

2.2 **ZONING AND OTHER APPROVALS:** PPC shall be responsible for complying with all applicable zoning guidelines and laws relative to the Project, including but not limited to the Historic Review Commission and Art Commission rules and regulations. With the prior approval of the City, PPC shall file for approval of any zoning variances that may be required.

2.3 **GRANT OF TEMPORARY CONSTRUCTION LICENSE FOR PROJECT WORK:** City hereby grants to PPC, its agents, contractors, and subcontractors, a temporary construction license to go upon Mellon Square Park and related surrounding areas (the "Licensed Premises") to perform the aforementioned work on the Project (the "Project Work."). PPC is authorized to temporarily move and/or store its equipment, materials, and trailers on said Licensed Premises and to use it as a lay down and staging area to facilitate the Project. The City shall be permitted to grant other licenses or permits for the same Licensed Premises during the term of this

Agreement so long as such other permits or licenses do not interfere with the rights granted herein. Before issuing any other permits or licenses, the City will coordinate with PPC in order to determine the PPC's Project work schedule. It is contemplated that during certain periods of Project Work, the entire Licensed Premises will be closed to the public. For purposes of the Project Work, this temporary construction license shall include access to the following areas, which are also depicted on the Licensed Premises Map attached hereto and incorporated herein as **Exhibit B**:

- a. Border, roof and perimeter planters,
- b. Stairs and entrances to Mellon Square Park,
- c. Dump chute from the park surface to the parking facility floor below to allow for the ready loading of park debris and refuse into dumpsters, trucks or trailers for hauling and disposing,
- d. Truck entrance to the surface of Mellon Square Park from William Penn Place including, if necessary, a ramp from street level to the park surface,
- e. Subject to the approval of the Pittsburgh Parking Authority, a room in the parking facility below the park surface having an area of not less than one hundred (100) square feet for the storage of landscaping and maintenance equipment,
- f. Pipes and facilities for the automatic sprinkling of grass, gardens, trees, plants and containers in Mellon Square Park,
- g. Utility lines, conduit, concealed flood lighting, control and access boxes and related mechanical rooms located beneath the park surface (subject to existing easements), and
- h. Subject to the approval of the Pittsburgh Parking Authority, parking spaces for two (2) large vehicles and two (2) trailers to facilitate the PPC, its contractors and agents.

2.4 CITY MAINTENANCE: After completion of the Project, City will perform the routine landscape maintenance and refuse collection outlined in **Exhibit C** ("City Work.") PPC acknowledges that continuation of this City Work throughout the term of this contract is subject to budgetary and personnel constraints and may be modified accordingly subject to the discretion of the Director of the Department of Public Works. City maintenance responsibilities will include cleaning up after Citiparks/City special events.

2.5 PPC MAINTENANCE.

a. After completion of the Project, the PPC will perform the additional maintenance activities at Mellon Square Park as set forth on **Exhibit D**, which is attached hereto and incorporated herein (the "Maintenance Work.") Performance of this Maintenance Work is subject to applicable law/union contracts and shall be furnished at the sole cost and expense of the PPC, subject to any funds provided by City pursuant to Section 4.1A herein. Maintenance Work may also include additional activities subsequently agreed to by the parties in writing.

b. In order to allow the PPC to schedule its annual Maintenance Work, the City and the PPC will meet each January that this Agreement is in place to discuss and prepare a list of the maintenance projects planned by PPC for the upcoming year (the "Annual Planned Maintenance List" or "APML"). The City will then refer to the APML to ensure that its Department of Parks and Recreation ("Citiparks") programming and permits for third party special events will not conflict with PPC's requested dates. In the event of a conflict between PPC's requested dates and prior planned programming of Citiparks, Citiparks shall have first choice of dates prior to the

APML being finalized. The APML shall be deemed finalized if Citiparks has not identified a conflict by February 15th. Thereafter, PPC will update the City during the year should it request changes to the APML. PPC may modify the APML at any time thereafter as long as the dates/times requested do not conflict with then-existing special event permit dates and/or previously scheduled Citiparks' programming.

c. To the extent that the PPC fails to perform the Maintenance Work obligations in a timely manner, the City reserves the right (but is not under any continuing obligation) to come upon the Licensed Premises and cure any deficiencies.

2.6 GRANTING OF LICENSE FOR MAINTENANCE WORK: Subject to and after final completion of the Project, City hereby also grants to PPC, its agents, contractors, and subcontractors, a license for the remainder of the Term of this Agreement to go upon the Licensed Premises to perform Maintenance Work. The City shall be permitted to grant other licenses or permits for Mellon Square Park during the term of this License, Maintenance, and Cooperation Agreement (this "Agreement") so long as such other permits or licenses do not interfere with the PPC's planned Maintenance Work as set forth on the applicable annual APML. For purposes of the Maintenance Work, this license shall include access to the same Licensed Premises areas set forth in Paragraph 2.3 herein.

2.7 RECLAMATION: Upon completion of its Project Work, PPC shall ensure that it/its agents, contractors and subcontractors restore, repair, replace, re-seed, or rebuild the Licensed Premises and any surrounding areas disturbed by the project to its visual and functional equivalent immediately prior to the work. Such restoration, repair, replacement, re-seeding, or rebuilding shall be performed in accordance with prior plans and specifications approved in writing by the City prior to the commencement of the reclamation. Such reclamation shall be commenced within sixty (60) days after completion of Project Work.

2.8 RESPONSIBILITY FOR WATER LINE REPAIRS: With regard to the installation of water and sewer lines required for the Project and/or subsequent maintenance at the Licensed Premises, the City agrees to use its best efforts to cause the Pittsburgh Water and Sewer Authority ("PWSA") to maintain such lines in the event that repair or replacement is required during the Term of this Agreement. However, pending any such agreement by PWSA or in the event that PWSA will not agree to such maintenance responsibility, PPC shall be responsible, to the extent it determines (in its sole discretion) that its budget permits, for effecting such maintenance, repair or replacement.

2.9 UTILITIES AND TAXES: If the City is charged for water at the Licensed Premises by the Pittsburgh Water and Sewer Authority, the payment of such costs by City will be decided at such time. PPC acknowledges and agrees that it is responsible for costs associated with the maintenance of any new connections running from the Premises to the sewer and water main lines. The PPC will not be responsible for any real estate or property taxes levied on the Licensed Premises.

2.10 RIGHT TO USE NAME; NAMING RIGHTS: The City consents to the use by the PPC of the name "Mellon Square Park" in connection with the operation of or any advertisement of the Premises or any fund-raising events pertaining to Premises. The PPC shall have no right to change the name of the Premises, which is currently known as "Mellon Square Park." Additionally, the PPC shall have no right to designate or re-name any portion of the thereof without the prior written consent of the City Solicitor, except that PPC may confer

claiming rights with respect to fixtures or other permanent improvements as set forth on the plan attached hereto as Exhibit "I."

ARTICLE III.
OWNERSHIP OF IMPROVEMENTS, FUTURE ALTERATIONS AND REPORTS

3.1 OWNERSHIP OF IMPROVEMENTS: Ownership of all alterations, additions or capital improvements constructed and paid for by PPC at the Licensed Premises shall vest in City upon installation, without compensation being paid therefore. Personalty may be retained by the PPC.

3.2 FUTURE ALTERATIONS: Any future capital improvements for Mellon Square Park subsequent to the Project are subject to separate prior written approval of the City and shall be accomplished in accordance with applicable laws. For purposes of this Agreement, capital improvements are those that substantially alter the structure or functionality of the Licensed Premises and are not intended to include routine repairs, upgrades, or maintenance. The City's approval shall include the review and approval of plans and specifications by the City's Department of Public Works. The City shall approve or object to Project plans within 45 days of receipt of complete plans and specifications. Any objections shall be provided in writing and provide detail sufficient for the Conservancy to respond to its concerns.

3.3 REPORTS: All services provided under this Agreement shall be subject to monitoring and evaluation by City or its authorized representatives. PPC shall supply City with written reports on the Project and its subsequent maintenance work at the Licensed Premises annually (during each January that this Agreement is in place) and additionally as City may, from time to time, require. Authorized representatives of City shall 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. All books and records pertaining to the Project shall be preserved by PPC for a period of three (3) years after the termination of this Agreement.

ARTICLE IV. FUNDING OF IMPROVEMENTS AND MAINTENANCE WORK

4.1 FUNDING OF IMPROVEMENTS: The PPC has represented that the funding of the improvements and maintenance is initially expected to be as follows:

Amount	Funding Source
\$1,000,000	R.K. Mellon Foundation - Capital Improvements
\$500,000	R.K. Mellon Foundation - Maintenance
\$1,000,000	Colcom Foundation - Capital Improvements
\$500,000	Colcom Foundation - Maintenance

\$3,000,000	Total Funding for Capital and Maintenance
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The PPC represents that it has obtained a written commitment or confirmation from each of the above entities for the above amounts and that in total, the above commitments are expected to be sufficient to fund the improvements initially contemplated in addition to a maintenance fund. A Preliminary Construction Budget is attached here to in **Exhibit E**. The PPC shall actively seek additional contributions during the Term of this Agreement. It is agreed that the City shall have no duty whatsoever to finance or make alterations, additions or improvements or provide maintenance to Mellon Square Park other than otherwise described herein during the Term of this Agreement. The availability of funds necessary to complete the Project or any future capital improvement and Maintenance Work is a condition of the City's approval. Such funding (including funding adequate for maintenance) must be in place prior to commencing construction of all Project Work (or any identified phase thereof).

4.1A. FUNDING BY CITY FOR PPC MAINTENANCE EFFORTS: In the event that the City appropriates funding for outside maintenance efforts at Mellon Square Park for any year this Agreement is in place, the City agrees that such funds will be used to reimburse the PPC for in-kind maintenance services or for payment to City vendors/contractors for items listed on Exhibit C (Maintenance Plan) as applicable. The City will use its best efforts to procure from City Council an appropriation of up to \$10,000 per year for this purpose.

4.2 REPAIR BY THE PPC: In the event of casualty to the Project improvements, regardless of the amount of any such damage or destruction, PPC shall have the right at its sole cost and expense to restore, repair, or rebuild such improvements as nearly as possible to its functional equivalent immediately prior to such damage or destruction. Any such restoration, repair, or rebuilding of the Project Work shall be accomplished in accordance with applicable laws and shall be subject to the prior approval of the City. The PPC shall submit its proposal for such restoration, repair, or rebuilding to the Department of Public Works, which shall endeavor to timely respond to the PPC with an explanation of the approval process and the anticipated time line for review. The City's Department of Public Works shall approve or object to such plans within 45 days of receipt of complete plans and specifications. For purposes of this Section, in the event that the City does not respond within 45 days, the PPC shall notify the Director of the Department of Public Works in writing that a response remains due. If no response is received by the PPC within fifteen days after the Director's receipt of such notice, the plans shall be deemed approved by the Department of Public Works after the 15th day. Any objections by the Department of Public Works shall be provided in writing and provide detail sufficient for the PPC to respond to its concerns.

4.3 TERMINATION FOR FAILURE TO MAKE TIMELY REPAIRS: In the event that PPC cannot or does not, for whatever reason, (other than City's disapproval of plans proposed by PPC as required herein), within one (1) year after the fire or other casualty, commence the restoration, repair, replacement or rebuilding of the Project, or its functional equivalent immediately prior the event of casualty to the Licensed Premises, either party shall have the right to terminate this Agreement. This Section 4.3 shall only apply if the damage caused by the fire or other casualty exceeds \$50,000.

4.4 **NON-OBLIGATION OF CITY TO REPAIR:** In the event of casualty to the Project or Maintenance Work regardless of the amount of damage or destruction, City shall be under no obligation to repair and/or replace the Project or Maintenance Work.

4.5 **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 shall not be obligated to repay any private monies obtained by PPC for improvements to the Licensed Premises.

ARTICLE V: INSURANCE

5.1 **INSURANCE:** The PPC shall, at its cost, obtain and maintain insurance in connection with the Project Work and Maintenance Work at the Licensed Premises in the amounts specified in this Section and shall keep the City as an additional insured on all policies for general liability insurance throughout the Term of this Agreement. Attached hereto as Exhibit F and incorporated herein are the forms of insurance policies which, prior to execution and delivery hereof, will be purchased by the PPC evidencing the following minimum coverage specifically identifying PPC as the insured. Insurance shall be issued on an occurrence basis, non-cancelable, except upon thirty (30) days' prior written notice to the City:

	INDIVIDUAL OCCURANCE	AGGREGATE
General Liability		
Bodily injury (including death)	\$1,000,000	\$1,000,000
Real and Personal Property	\$1,000,000	\$1,000,000
Worker's Compensation	Statutory limits	
Umbrella Liability		\$1,000,000

All insurance provided for in this Section shall be affected under valid and enforceable policies issued by insurers with a rating reasonably acceptable to City and who are licensed to do business in Pennsylvania. In the event that the term of said insurance shall expire prior to the expiration of the Term of this Agreement or completion of all services required hereunder, whichever shall occur later, PPC shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and identifying City as an additional insured as required, to be forwarded to the City. ~~As further described in Section 32.1, the City agrees that the PPC may be designated as the beneficiary of certain insurance proceeds from the foregoing policies, and that insurance proceeds may be paid directly to the Conservancy, in order to permit the PPC to fulfill its obligations to repair or restore the Licensed Premises or its improvements following a casualty.~~

**subject to legislative pre-approval if applicable*

5.2 **WORKERS' COMPENSATION INSURANCE:** PPC hereby certifies that it has accepted the provisions of the Pennsylvania Worker's Compensation and Occupational Disease Acts, as amended and supplemented, in connection with any work performed at, on or in the Licensed Premises, and either that it has insured its liability thereunder in accordance with the terms of said Acts, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

5.3 **WAIVER OF RIGHT OF SUBROGATION:** PPC hereby waives to the fullest extent permitted by law any right of subrogation that its insurance carriers may have from time to time against City's officers,

employees and agents. For the purposes of this Section, PPC will cause to be delivered to City certificates issued by PPC's insurance carriers acknowledging the foregoing waiver of such right of subrogation.

**ARTICLE VI: PROHIBITION AGAINST LIENS
AND ENCUMBRANCES**

6.1 PROHIBITION AGAINST ENCUMBRANCES: PPC will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge upon the Licensed Premises 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 Licensed Premises or any part thereof..

6.2 WAIVER OF MECHANIC'S LIENS: PPC shall not cause or permit any work to be done upon or any materials or services furnished to any portion of the Licensed Premises 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 Licensed Premises of any part thereof.

ARTICLE VII: ENTRY ON LICENSED PREMISES BY CITY

7.1 RIGHT TO INSPECT; RIGHT TO TAKE EMERGENCY ACTION: City shall have the right to enter the Licensed Premises at all times for the purposes of inspecting the same or determining whether PPC and/or its subcontractors are complying with the terms and conditions hereof. City shall have the right (but not the duty) to enter the Licensed Premises 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.

ARTICLE VIII: INDEMNIFICATION/NOTICE OF UNUSUAL CONDITIONS

8.1 INDEMNIFICATION BY PPC: PPC shall indemnify, protect and save harmless City, its officers, employees and agents from all liabilities, obligations, damages, penalties, claims, costs and expenses of every nature, including reasonable attorney's fees, which may be imposed on or incurred by or asserted against them or any of them in connection with its construction, restoration, use and maintenance of the Licensed Premises arising by reason of:

- a. Any failure by PPC to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement on its part to be performed or complied with;
- b. Any work or thing done by or on behalf of PPC in, or about the Licensed Premises or any part thereof;
- c. Any negligence on the part of PPC or any of its officers, agents, employees, permittees or invitees.

In the event any action or proceeding is brought against the City by reason of any such claim, PPC, upon written notice from City, shall at PPC's sole cost and expense resist and defend such action or proceeding and shall fully indemnify and hold harmless City for any and all costs, damages, demands or judgments relating in any way to the Licensed Premises or the obligations set forth herein. Notwithstanding the above, the PPC shall not be required to indemnify the City for constitutionally-based claims to the extent that the activity is addressed in

this Agreement and the PPC obtained an opinion from the City Solicitor and acted in accordance with it. The City will agree to respond timely and adequately to requests for an opinion and will not act in contravention of the terms of this Agreement. The City agrees that PPC's obligations under this Section shall not exceed the amount of insurance proceeds required hereunder. The City agrees that Officers and Directors of PPC will not have personal liability under this Section.

8.2 INDEMNIFICATION BY CITY: To the extent permitted under the Political Subdivision Tort Claims Act, 42 Pa.C.S. Section 8451 *et seq.* and without waiving its rights thereunder, the City will defend and indemnify the PPC and its officers and directors for the City's obligations under this Agreement.

8.3 LIMITATION ON CITY'S LIABILITY: Notwithstanding any other provision herein to the contrary, the City shall not be liable for any claims or damages arising out of the conduct, operation or work performed on the Licensed Premises by the PPC or by its officers, agents, employees, volunteers invitees, or permittees. The City represents that any City employees performing maintenance work on or around the Premises shall be covered by the City's Workers' Compensation Program. In no event shall any agent or employee of the City be deemed to be an agent or employee of PPC nor shall any agent or employee of the PPC be deemed to be an agent or employee of the City. All experts or consultants or employees of the PPC who are employed by PPC to perform work required under this Agreement are neither employees of the City or under contract to the City, and PPC alone is responsible for their work, direction, compensation and conduct in the course of their engagement. Entering into this Agreement and performing requirements thereunder shall not create an agency relationship between the parties or establish a joint venture or legal partnership.

8.4 ACCIDENTS/UNUSUAL CONDITIONS: PPC shall promptly notify the City's Director of Public Works and provide the Director with reports of any accident occurring at the Licensed Premises that PPC, its employees, agents, servants or contractors observe or are made aware of through oral or written communication. PPC shall promptly send notice, in writing, of any claim for injury, death, property damage or theft that shall be asserted for or against PPC with respect to the Premises to the following address:

City of Pittsburgh
Department of Law
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

PPC shall also designate a person to handle all such claims, including all insured claims for loss or damage pertaining to the operation of the Premises and shall notify the City, in writing, as to said person's name and address. PPC shall likewise promptly notify City's Director of the Department of Public Works of any unusual conditions that develop in the course of the Term of this Agreement with PPC, its employees, agents, servants or contractors observe or are made aware of through oral or written communications such as, but not limited to, fire, flood, casualty or substantial damage of any nature.

IX. VENDING AND PPC PERMITS

9.1 OUTSIDE VENDING: Currently, there is no outdoor food vending permitted at Mellon Square Park. To the extent that the City decides to permit food and/or other outdoor vending at Mellon Square Park during the Term of this Agreement, the City will meet with PPC to discuss the issue of the PPC managing the licensing

spaces and selecting operators. If the City elects to permit vending on the Licensed Premises, the City shall consider: 1) establishing a special vending district as contemplated in Section 719.05A(c) of the City Code and 2) designating any rental/licensing fees to assist the PPC with its maintenance obligations in Mellon Square Park. To the extent any such food vending will be allowed, the parties shall amend this Agreement as appropriate. The PPC is aware that any such agreements discussed in this Section 9.1 must be consistent with the City's vending ordinance and any Market Based Revenue Opportunities Policy developed by the City.

9.2 PPC BOOTHS: The PPC shall also have the right to erect temporary festival-type booths on the Licensed Premises during its permitted, sponsored events. Any such booth operations are subject to all applicable laws, including but not limited to the regulations of the Allegheny County Health Department.

9.3 NO AGENCY RELATIONSHIP WITH THIRD PARTY VENDORS: Agreement shall be read to create any relationship or contract of agency between the City and any operator, licensee of the PPC, vendor or concessionaire (also "Third Party") located at the Licensed Premises or between any promoters or other caterers (also "Third Parties") providing services at the Licensed Premises via a permit from or other agreement with the PPC. The PPC shall ensure in writing that any Third Party agrees to this term.

9.4 THIRD PARTY AGREEMENTS/PERMITS AND ASSIGNMENT TO CITY: The PPC shall further ensure that in the event of a termination of this Agreement, any and all then-existing Third Party permits, licenses or agreements shall be subject to immediate assignment to the City upon such final termination; provided, however, the City, in its sole discretion may choose not to accept one or more of such assignments. In the event that the City determines not to accept any of the offered assignments, the Third Party hereunder may elect in writing within ninety (90) days of written notice to it of the City's rejection of the assignment to terminate its agreement and vacate the Licensed Premises within said ninety (90) day period. PPC shall ensure in writing that any Third Party agrees to this term.

9.5 NON-COMPLIANT VENDORS: In the event that the PPC believes that vendors or other individuals are not in compliance with the City Code or other applicable law, the PPC shall contact the Director of the Department of City Planning as well as the Chief of the Bureau of Building Inspection immediately. The City of Pittsburgh will respond to PPC's complaint within two (2) business days.

9.6 RETAIL TAXES: To the extent applicable, PPC shall be responsible to pay other taxes levied upon the Licensed Premises. Such taxes may include applicable taxes on food sales, facility rentals, and retail sales.

9.7 PPC PROGRAMMING/EVENTS: At the time that the parties meet to discuss the APML (per Section 2.5(b) herein), PPC may also provide a list of proposed/planned special events for the upcoming year. Citiparks and the PPC will come to an agreement on scheduled use of the park for PPC programming at this time. In the event of a conflict between PPC's requested dates and planned programming of Citiparks, Citiparks shall have first choice of dates. Once the parties coordinate these events with the APML, the City's Special Events Committee ("SEC") will then place these requests on a preliminary planned event list for Mellon Square Park. In order to formalize its use of Mellon Square Park for any listed event, the PPC will thereafter file a Special Events Permit for each event according to the Special Events Ordinance and SEC Regulations.

X. TERMINATION AND DEFAULT

10.1 CITY'S TERMINATION RIGHTS IN EVENT OF PPC DEFAULT: City shall have the right to terminate this Agreement upon the material breach by PPC of any of the terms or conditions for the Agreement (including but not limited to: 1) A failure to perform any obligation required hereunder; 2) A failure to obtain the funding specified in Section 4.1; 3) A failure to procure and maintain necessary insurance, 4) union requirements prohibiting licensing of work permitted herein or 5) Upon dissolution of PPC.

Upon such a breach of the terms or conditions of the Agreement by the PPC, City shall notify PPC in writing of the specific provisions of the Agreement under which PPC is in default. PPC shall have one hundred and twenty (120) days from the date of the notice of default in which to cure the default and to notify City in writing of such cure. If PPC fails to cure the default and notify City within this period, or fails to promptly commence to cure a default that cannot be cured within (120) days, City shall have the right, upon thirty (30) days' written notice to PPC, to finally terminate this Agreement and shall have the right to discontinue operations of PPC in Mellon Square Park or to take any other action that City believes is in its best interests. In the event that the termination does not involve a breach by the PPC of terms hereunder per subsection (4) or (5) of this Section 10.1, City shall only be required to provide 120 days prior written notice to PPC to finally terminate this Agreement.

10.2 INABILITY OR FAILURE TO PERFORM PERMITTED USE: If PPC determines that it is unable, for any reason including their inability to generate sufficient funds to meet budgetary requirements for the Project Work or Maintenance Work contemplated for the Licensed Premises, to use the Premises for the permitted uses set forth in this Agreement and in compliance with the terms and conditions of the Agreement, PPC may terminate upon ninety (90) days' written notice to City. PPC shall do all things necessary to protect the Premises and maintain the Premises for ninety (90) day period. In the event that the PPC terminates this Agreement and any infrastructure projects are incomplete in/on the Premises or any PPC-designated repairs are known to be needed, the PPC must present the City immediately with an audit of its current financial records and must assign any remaining undesignated funds to complete such project(s).

XI. MISCELLANEOUS PROVISIONS

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

11.2 ASSIGNMENT; SUBCONTRACTING: Except as otherwise provided herein, PPC may not assign, mortgage, sublicense, subcontract, license or otherwise transfer its interests herein or its obligations hereunder without obtaining the prior written consent of City.

11.3 SURVIVAL OF PROVISIONS: it is the intent of the parties that the provision set forth in Section 11.14 (Compliance with Laws) and in Article VIII (Indemnification provisions) shall survive the expiration of the term of this Agreement.

11.4 TITLE: City represents that the title to Mellon Square Park is held by City free and clear of all liens, encumbrances and claims.

11.5 AUTHORIZATION BY CITY: City represents that it is duly authorized to enter into this Agreement and that the Agreement is binding on City in accordance with and subject to the terms and conditions set forth herein.

11.6 AUTHORIZATION BY PPC: PPC represents that it is duly organized and existing and is duly authorized to enter into this Agreement and that the Agreement is binding on PPC in accordance with and subject to the terms and conditions set forth herein. PPC further represents that it has the necessary corporate authority to enter into this Agreement.

11.7 FORM OF NOTICES: Except where otherwise provided for herein, notice hereunder shall be provided to the following:

For PPC:

Meg Cheever

With a copy to:

Jeremy Feinstein, Esquire

For City:

Robert Kaczorowski
Director, Dept. Public Works
3rd Floor
City-County Building
414 Grant Street
Pittsburgh, PA 15219

With a copy to:

Daniel R. Regan, Esquire
City Solicitor
City of Pittsburgh
Department of Law
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219

11.8 NO WAIVER; CONSENTS: No failure by either party to this Agreement to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance or payment of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such covenant, agreement, term or condition. In any case under this Agreement when the prior written approval or consent of City shall have been requested by PPC, such approval or consent shall not be unreasonably withheld or delayed by City.

11.9 ENTIRE AGREEMENT: This Agreement, including all Exhibits which are attached hereto and incorporated herein, contains the entire agreement and understanding between the parties hereto and shall be deemed to supersede and cancel all to her agreements and understandings, written or oral, entered into prior to the date hereof, relating to the transactions herein contemplated.

11.10 HOME RULE CHARTER: This Agreement is subject to the Home Rule Charter of the City of Pittsburgh.

11.11 SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

11.12 DEBARMENT: PPC warrants that it is not prohibited from entering into this Agreement with City by reason of disqualification under Subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as **Exhibit G** and incorporated into and made part of this Agreement.

11.13 COMPLIANCE WITH LAWS: PPC shall fully obey and comply with all federal, state and local laws, ordinances, resolutions and administrative regulations which are or should be applicable to any work performed under this Agreement or to the operation and maintenance of the Licensed Premises pursuant to the terms of this Agreement. As one example, PPC acknowledges that it must consult the Public Works Contractors Bond Law.

11.14 AUTHORIZING RESOLUTION: The Agreement is entered into by City pursuant to the authority conferred by Resolution No. 780 of 2009, effective December 31, 2009, a copy of which is attached hereto as **Exhibit H** and incorporated herein by reference.

11.15 CONSENTS AND APPROVALS: Whenever the City's consent or approval is required, the City shall not unreasonably withhold, delay or condition such consent or approval. However, it is understood that this provision in no way guarantees the City's consent or approval.

-REMAINDER OF PAGE INTENTIONALLY BLANK-

317 CONTROLLERS OFFICE

2013 MAY 30 AM 11:02

RECEIVED

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

Witness: City of Pittsburgh

Michael M. Demaree
Witness:

By: [Signature]
Luke Ravenstahl, Mayor

City of Pittsburgh
Department of Parks and Recreation

[Signature]
Witness:

By: [Signature]
~~Director, Mike Radley~~
ACTING DIRECTOR, LUANN HORAN

City of Pittsburgh
Department of Public Works

[Signature]
Witness:

By: [Signature] 5/16/13
Director, Robert Kaczorowski

Pittsburgh Parks Conservancy, Inc.

[Signature]

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

Examined: [Signature]
Associate City Solicitor

Approved as to form by: [Signature]
City Solicitor

Countersigned by: [Signature] 6-18-13
City Controller

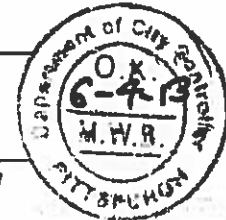


EXHIBIT A

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. This project will restore elements of the Project in Mellon Square (see location map below).

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

- **Cascade Fountains and Planters**
 - The fountains will be reconstructed to their original form. Mechanical and lighting systems will be repaired or replaced.
 - Planters flanking the fountain will be renovated.

- **Corner Steps at Oliver Avenue and Sixth Avenue**
 - Steps, trench drains and handrails will be cleaned and repaired.
 - Adjacent planters will be renovated.
 - Wall light fixtures will be restored using cost-efficient technology.

- **Smithfield Street Perimeter Planter and Terrace Overlook**
 - Two passages will be constructed through the large tree planter to give accessibility from the Square into the new terrace area.
 - Current plantings will be replaced with the resulting three smaller tree planters
 - Also, remaining three smaller tree planters will be renovated.
 - A guide rail will be installed along the parapet wall.

- **Smithfield Street Commercial Frontage and Green Roof**
 - A new technology "green roof" will replace the existing concrete overhang that extends across the commercial/retail frontage.
 - Storefront lighting and signage will be improved.
 - At the street level, interpretive signage will be installed in the black granite façade, incorporating images and narrative text.

City of Pittsburgh Scope of Work:

- Provide onsite staging area.

- Provide site for excavated/salvaged materials generated by this project.
- Construct improvements related to sidewalk, curbing and streetscape to specifications developed by PPC.
- ~~Remove the newspaper box clutter at both Smithfield corners.~~
- Remove advertising kiosk at corner of Sixth and William Penn Place.

Lee





MELLON SQUARE
 Preservation, Interpretation &
 Management Plan
 Pittsburgh, PA

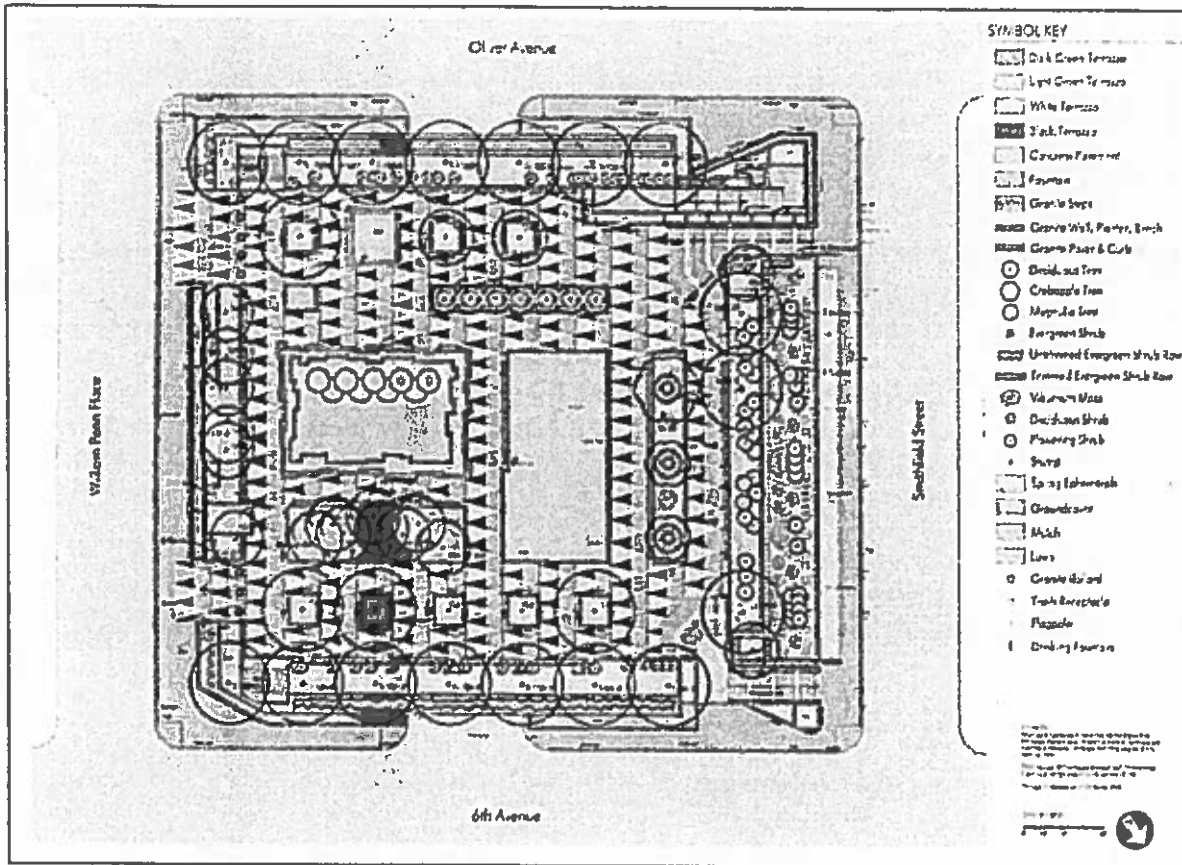
for
 Pittsburgh Parks
 Commission

and, at times
 Heritage Landmarks
 Commission

Prepared by
 Planning Department
 of the
 City of Pittsburgh
 Planning Department
 11/11/04

Drawing Title
 Existing
 Conditions Plan

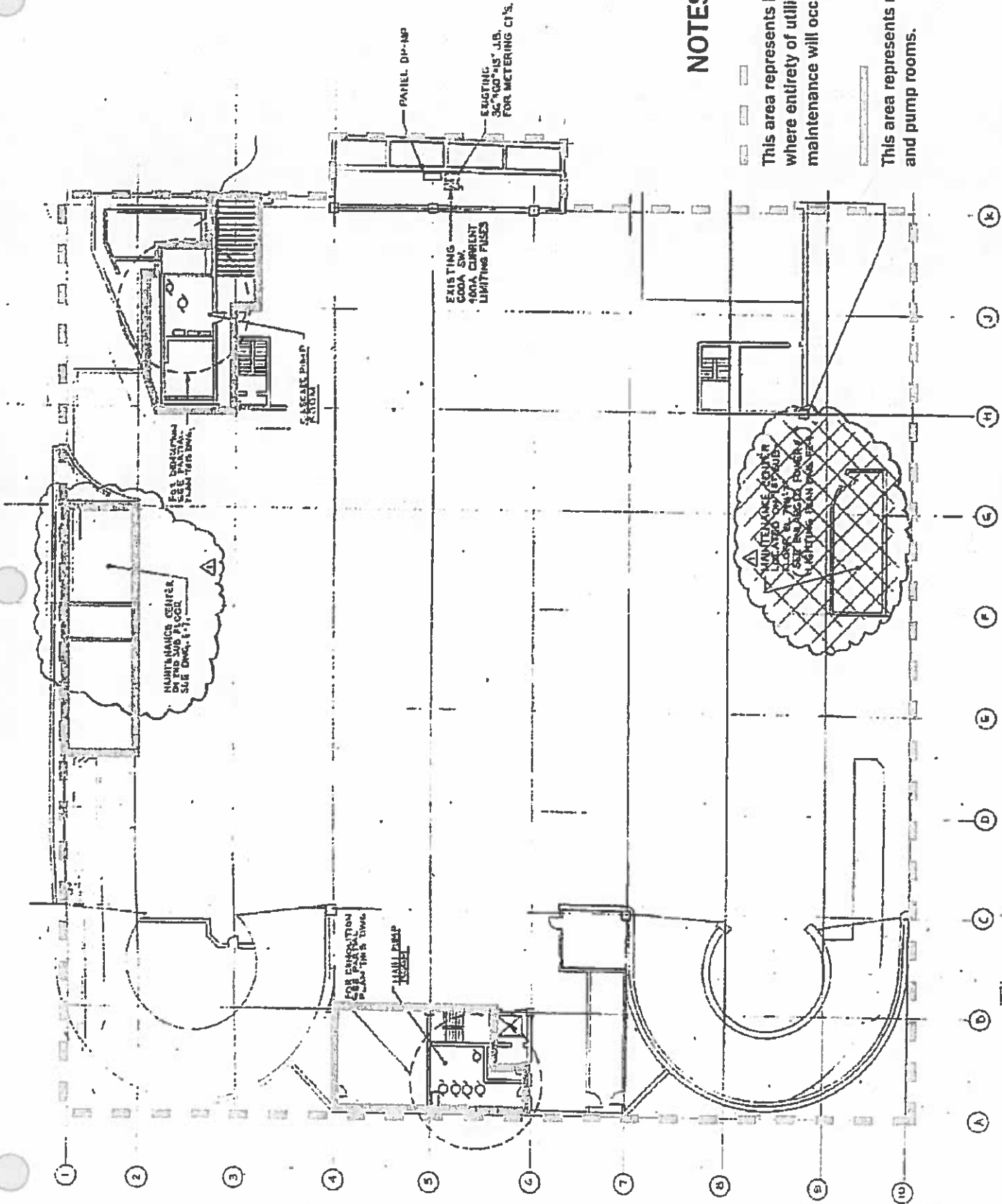
Scale
 September 2004
 Drawing Number
 EC



- SYMBOL KEY**
- Dark Green Terrace
 - Light Green Terrace
 - White Terrace
 - Dark Terrace
 - Concrete Pavement
 - Pavement
 - Granite Steps
 - Granite Wall, Paving, Bench
 - Granite Paving & Curb
 - Deciduous Tree
 - Magnolia Tree
 - Evergreen Shrub
 - Untrimmed Evergreen Shrub Row
 - Trimmed Evergreen Shrub Row
 - Viburnum Mass
 - Deciduous Shrub
 - Flowering Shrub
 - Sward
 - Spring Watercourse
 - Groundcover
 - Walk
 - Lawn
 - Granite Wall
 - Trash Receptacle
 - Flagpole
 - Drinking Fountain

Scale
 1" = 20'-0"

North Arrow



NOTES

- ☐ This area represents location where entirety of utility work and maintenance will occur.
- ▨ This area represents maintenance and pump rooms.

**CITY OF PITTSBURGH CAPITAL IMPROVEMENTS
DESCRIPTION & MAINTENANCE PLAN**

City of Pittsburgh Scope of Work – Capital Improvements and Alterations

- Provide onsite staging area
- Provide site for excavated/salvaged materials generated by this project
- Construct improvement related to sidewalk, curbing and streetscape to specifications developed by PPC

City of Pittsburgh Scope of Work – Maintenance Plan:

City/Department of Public Works or City/DPW Contractors Horticulture

- Mow all turf areas at least 19 times per season
- Provide turf weed control, aeration, topdressing, over seeding, fertilizing, edging, liming and other cultural requirements
- Shape and prune all perennial plants (herbaceous and woody specimens)
- Fertilize and cultivate (provide weed control, pest and soil management) for all perennial plants
- Collect all leaves in the fall
- Provide and install mulch and soils as required
- Miscellaneous items such as operating irrigation systems, watering and feeding horticulture, installing temporary fencing to protect plantings

City /Department of Public Works or City/DPW Site/Infrastructure

- Pick litter and empty trash cans twice per day, 365 days per year
- Empty recycling containers
- Move and maintain any moveable furniture
- Clean restrooms once per day, 365 days per year
- Maintain sewer and storm drains
- Snow plow all hard surfaced walks and drives and spread salt/ice melt
- Maintain and operate fountains
- Maintain all street and park lighting
- Maintain irrigations systems

PITTSBURGH PARKS CONSERVANCY MAINTENANCE PLAN

PPC Horticulture

- Design, purchase, install and maintain all annual flowering plants
- Design, purchase, install and maintain all perennial plantings
- Design, purchase, install and maintain all tree and flower containers
- Provide technical assistance to City parks crews, contractors and agents in maintenance of all turf and other plantings
- Provide overall site aesthetic management and work with City crews, contractors and agents to mandate adherence to standards established
- Recruit, supervise and manage horticultural and ecological restoration assistance from park volunteers

PPC Horticulture

- Provide management consistency across Premises
- Manage capital restoration of fountains as funding permits
- Operate and maintain commercial aspects of Premises
- Augment sanitation operations by City crews, contractors and agents
- Operate, maintain and provide public programming to the extent funding permits
- Install and maintain holiday lighting if feasible
- Maintain Premises in good repair within the scope of this Agreement
- Remove graffiti from non-porous surfaces

EXHIBIT E
Preliminary Construction Budget

Phase One	Smithfield steps, Cascade Fountain, Terrace, lighting, some planter restoration, selective granite and terrazzo repair	\$2,700,000
Phase Two	Main Fountain, replacement of stage with tree planter, renovation of 3 honey locust planters adjacent to fountain, renovation of lawn planter (including removal of sculpture)	\$2,700,000
Phase Three	Street-level planters, selective granite and terrazzo repair, install remaining tree lighting, Interpretive Wall/Smithfield frontage	\$1,600,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Simpson & McCrady LLC 330 Grant Street Suite 1320 Pittsburgh PA 15219		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 PRODUCER CUSTOMER ID #: 00009146	
INSURED Pittsburgh Parks Conservancy 2000 Technology Drive Suite 300 Pittsburgh PA 15219		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Phoenix Insurance Co	NAIC # 25623
		INSURER B: Travelers Property Casualty Co	25674
		INSURER C: Travelers Indemnity Company	25658
		INSURER D: Highmark Life & Casualty Group	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11/12 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 SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		I6601402C440PRX11	3/1/2011	3/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
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 checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA3272C71511SEL	3/1/2011	3/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ Uninsured Motorist \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 5,000		CUP3355Y136IND11	3/1/2011	3/1/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	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	EMPA001408	3/1/2011	3/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Pittsburgh is named as additional insured with respects to Mellon Park and Mellon Square.

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/DONNA <i>Donna Sebesta</i>
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2012

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		CONTACT NAME: Donna Sebesta	
Simpson & McCrady LLC		PHONE (A/C No. Ext): (412) 261-2222	FAX (A/C No.): (412) 261-3437
330 Grant Street		E-MAIL ADDRESS: donna@simpson-mccrady.com	
Suite 1320		INSURER(S) AFFORDING COVERAGE	
Pittsburgh PA 15219		INSURER A: Phoenix Insurance Co	NAIC # 25623
INSURED		INSURER B: Travelers Property Casualty Co	25674
Pittsburgh Parks Conservancy		INSURER C: Travelers Indemnity Company	25658
2000 Technology Drive		INSURER D: Highmark Life & Casualty Group	
Suite 300		INSURER E:	
Pittsburgh PA 15219		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12/13 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(SUBR) INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		I6601402C440PHX11	3/1/2012	3/1/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						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
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC			\$
	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMY (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 5,000	CUP3355Y136IND11	3/1/2012	3/1/2013	\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	EMPA001408	3/1/2012	3/1/2013	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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Pittsburgh is named as additional insured with respects to Mellon Square.

CERTIFICATE HOLDER **CANCELLATION**

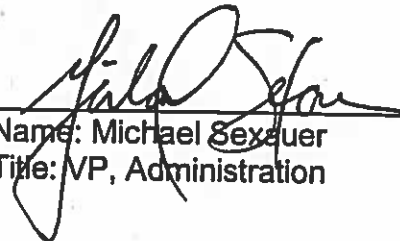
City of Pittsburgh	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Donna Sebesta/DONNA

EXHIBIT G
Debarment Affidavit

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)


DEBARMENT AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared MICHAEL SEXAUER, who, being duly sworn according to law, and under penalty of perjury, deposes and says that neither he/she nor, to the best of his/her actual knowledge, information or belief, THE PITTSBURGH PARKS CONSERVANCY or any affiliated individual is prohibited from entering a bid or participating in a CITY of Pittsburgh contract by reason of disqualification as set forth at Pittsburgh Code §161.22(b).


Name: Michael Sexauer
Title: VP, Administration

SWORN TO and subscribed
before me this 17 day of
October, 2012.

NOTARIAL SEAL
BETH BODAMER
Notary Public
PITTSBURGH CITY, ALLEGHENY COUNTY
My Commission Expires Aug 29, 2015
Notary Public



Beth Bodamer

(SEAL)

EXHIBIT H
Authorizing Resolution

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[Share](#)  [RSS](#)

[Details](#) [Reports](#)

File #:	2009-2037	Version:	1
Type:	Resolution	Status:	Passed Finally
File created:	12/8/2009	In control:	Public Works Committee
On agenda:		Final action:	12/21/2009
Enactment date:	12/16/2009	Enactment #:	780
Effective date:	12/31/2009		

Title: Resolution authorizing the Mayor and the Director of the Department of Public Works and the Department of Parks and Recreation to enter into a License, Maintenance and Cooperation Agreement with the Pittsburgh Parks Conservancy to provide capital improvements/renovations and assist with maintenance/management for Mellon Square Park.

Indexes: COOPERATION AGREEMENT/S, LEASE/LICENSE AGREEMENT

Attachments: [2009-2037.doc](#)

History (4) Text

Presenter
Presented by Mrs. Harris

Title
Resolution authorizing the Mayor and the Director of the Department of Public Works and the Department of Parks and Recreation to enter into a License, Maintenance and Cooperation Agreement with the Pittsburgh Parks Conservancy to provide capital improvements/renovations and assist with maintenance/management for Mellon Square Park.

Body
WHEREAS, pursuant to Resolution No. 285 of 1998, effective May 29, 1998, the City entered into a Cooperation Agreement with the Pittsburgh Parks Conservancy ("PPC") to establish an alliance to provide infrastructure improvements, special care, and restoration for the City's four regional parks: Frick, Schenley, Highland and Riverview; and

WHEREAS, the Cooperation Agreement also contemplates the PPC's assistance with other non-regional City parks; and

WHEREAS, PPC now desires to volunteer its services to provide capital improvements/renovations to Mellon Square Park and to assist with the maintenance/management thereof for the benefit of the general public;

WHEREAS, the PPC and the City now wish to enter into a License, Maintenance, and Cooperation Agreement to define the scope of the services to be provided at Mellon Square Park.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Mayor and the Director of the Department of Public Works and the Director of the Department of Parks and Recreation are hereby authorized to enter into a License, Maintenance, and Cooperation Agreement with the PPC, pursuant to which the PPC will make renovations/capital improvements to Mellon Square Park and will further assist with the maintenance/management thereof. The term of the License, Maintenance, and Cooperation Agreement shall be no longer than twenty-nine years and 364 days. The Agreement shall be approved by the City Solicitor as to form and substance.

EXHIBIT I

Naming Rights, Sponsorships and Funder Recognition Plan

As part of its campaign to raise capital and maintenance funds for Mellon Square, the Pittsburgh Parks Conservancy is approved to pursue the following:

Permanent Donor Naming Recognition Plaque

All contributors at the \$10,000 giving level and above will be recognized on a permanent donor recognition plaque to be placed in a prominent and appropriate location in the Square of a size no larger than 4 ft. by 3 ft. The actual design package must be approved by the Art Commission (or any successor body) and/or as otherwise required by the City Code prior to installation.

Additional Naming/Sponsorship Opportunities

All design packages for permanently installed donor/sponsor recognition must be approved by the Art Commission (or any successor body) and/or as otherwise required by the City Code prior to installation.

- Cascade Fountain
- Central Fountain
- Garden/Flower Bed(s)
- Lighting
- Park Maintenance
- Stairs
- Terrace
- Tree Planter(s)

Approved Naming Opportunities

In accordance with established and approved design standards for affixing recognition plaques to benches, chairs, and other furnishings, no additional approvals are required for these items.