



CITY OF PUYALLUP

Public Works Engineering

333 South Meridian
Puyallup WA 98371
253.841.5593 Fax 253.841.5484
www.cityofpuyallup.org

Puyallup's Rain Garden Program

Permeable Pavement, Cost-Share Agreement

Overview

The City of Puyallup Rain Garden Program is designed to provide education and outreach to residents on the benefits and application of green stormwater infrastructure (GSI) including rain gardens, rainwater harvesting and permeable pavements while supporting water quality improvements through the application of low impact development (LID) techniques in our community. The program also promotes the installation of GSI by providing a cost-share structured program. As a participant in the program, you have agreed to install a permeable pavement on your property by a third-party contractor of your selection, not associated with the City of Puyallup.

Agreement

This Cost-Share Agreement (AGREEMENT) pertains solely and exclusively to the division of costs between the City of Puyallup (CITY) and the Rain Garden Program Participant (PARTICIPANT). In consideration of the PARTICIPANT agreeing to install a permeable pavement on their property for the purpose of education and outreach as well as stormwater management and reduction of pollutant loading to our local waterways, the CITY agrees to pay for all necessary materials to install a permeable pavement and all disposal fees associated with existing materials that are necessary to be removed as part of this project. The PARTICIPANT agrees to pay for any and all labor costs associated with this project including demolition and removal of the existing driveway materials and installation of the new materials.

The estimated costs associated with both the PARTICIPANT-obligated amounts (PARTICIPANT COST) and CITY-obligated amounts (CITY COST) will be provided by a contractor(s) (CONTRACTOR) selected by the PARTICIPANT and pre-approved by the CITY for the labor, and by the CITY for the material supply. Prior to any materials being ordered or purchased or any labor being ordered or expended, the CITY and PARTICIPANT shall reach mutual agreement as to such costs. If mutual agreement is not able to be reached on the COST(s), this AGREEMENT will be considered null and void. If the material and labor COSTs have been accepted by both parties, the project may proceed.

Upon completion of the installation of the permeable driveway, the PARTICIPANT assumes all rights, responsibilities, and obligations pertaining to the permeable driveway, The CITY shall have no obligations, duties, or responsibilities whatsoever to the PARTICIPANT or any other third-party who may benefit from this AGREEMENT, beyond the costs to purchase the materials as provided for in this AGREEMENT. The CITY does not in any manner provide a warranty or assume any liability whatsoever as to the quality or performance of any materials or labor associated with this project.

The PARTICIPANT agrees to sign a Permeable Pavement Maintenance Covenant (Attachment 1). The PARTICIPANT agrees to abide by the Program Eligibility and Restrictions outlined in the Cost-Share Program Application (APPLICATION) (Attachment 2).



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Signed _____ Date _____

Title _____ Date _____

Property Owner, Participant

Signed _____ Date _____

Printed Name _____ Date _____

SAMPLE