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CONSULTANT AGREEMENT

This Consultant Agreement dated 3/26/2015, 2015 is made by and between the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Urban Redevelopment Law, 35 P.S. §1701 et seq., with offices at 200 Ross Street, Pittsburgh, PA 15219 ("URA") and the PITTSBURGH PARKS CONSERVANCY, a Pennsylvania non-profit organization located at 45 South 23rd Street, Suite 101, Pittsburgh, PA 15203, (the "Consultant"). The Consultant's federal tax identification number is 23-2882145.

WITNESSETH:

WHEREAS, the URA wishes to retain Consultant to provide community planning and advisory services for the Larimer/ East Liberty Park Planning Study (the "Project"); and

WHEREAS, the URA has agreed to provide up to \$22,370.00 toward the Project based on the following terms and conditions; and

WHEREAS, the URA is authorized to enter into this Agreement pursuant to Resolution No. 48 of 2015,

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. **Recitals:** The recitals appearing above constitute a material part of this Agreement and are incorporated herein.
2. **Scope of Services:** Consultant shall complete community planning and advisory services for the Larimer/East Liberty Park Planning Study in accordance with the Scope of Services attached hereto as Exhibit "A" and made a part hereof.
3. **Compensation and Method of Payment:** Consultant shall be paid a total sum not to exceed TWENTY TWO THOUSAND SEVEN HUNDRED AND THIRTY DOLLARS (\$22,730.00). Payments will be made on a monthly basis upon receipt of an invoice signed by Consultant itemizing professional time spent and expenses incurred in connection with the services to be provide hereunder. All invoices shall be submitted to the URA, c/o Emily

Mitchell, Planning and Design Specialist, Economic Development, or her designee at the URA's address set forth in the caption of this Agreement.

4. **Work Product:** All work product created and produced by Consultant pursuant hereto shall be the property of the URA and the URA may use such work product in any manner it chooses, without additional compensation to Consultant. Consultant may not use the work product created hereunder for any purpose outside this Agreement without prior written authorization from the URA.

5. **Assignment of Agreement:** This Agreement is a personal services contract and shall not be assigned without the prior written approval of the URA.

6. **Records:** Consultant shall maintain complete and accurate records and accounts, including documents, correspondence and evidence pertaining to costs and expenses of this Agreement reflecting all matter and activities covered by this Agreement. At any time during normal business hours and after reasonable notice, Consultant shall make available for inspection by the URA, the Auditor General or Attorney General of the Commonwealth of Pennsylvania, the United States Department of Housing and Urban Development or the Comptroller General of the United States or any of their duly authorized representatives, all of its books, documents, papers and records which are directly pertinent to this Agreement and will permit the above to audit, examine, and make copies, excerpts and transcriptions.

All required records shall be maintained by Consultant for a period of four (4) years from the date of termination of this Agreement, except in those cases where unresolved questions may require maintaining some or all records for a larger period, in which event the records shall be maintained until all pending matters are resolved.

7. **Conflict of Interest:** Consultant represents that Consultant (including directors, officers, members and employees of Consultant) currently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree in any material respect with the performance of services required under this Agreement and agrees that no person having any such interest shall be employed in the performance of services hereunder.

Consultant agrees that no employee of the URA who exercises or has exercised any function or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to the activities to be performed hereunder, may obtain a personal or financial interest or benefit from the activity or have an interest in this Agreement, any subcontract or the proceeds thereunder, either for

themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Consultant shall not offer or give any gift, gratuity, favor, entertainment, loan or any other thing of monetary value to URA employees.

8. **Confidentiality:** Consultant agrees not to divulge any information, reports or recommendations developed or obtained in connection with the performance of services under this Agreement without the written consent of the URA, except such information as is non-confidential and publicly available from sources not bound by confidentiality restrictions.

9. **Notices:** Any notice required or permitted to be given under this Agreement shall be deemed to have been duly given when address and mailed by United States Certified Mail, Return Receipt Requested, to the URA and Consultant at the address set forth in the caption of this Agreement or to such other places as the parties may for themselves designate in writing for the purpose of receiving notice.

10. **Compliance and Applicable Law:** Consultant agrees to comply with all ordinances, regulations and laws of the municipal, state and federal governments in the performance of services under this Agreement.

This Agreement shall be governed and construed in accordance with the laws of Pennsylvania.

Consultant agrees that it is an independent contractor and not an employee of the URA and that it is solely responsible for the payment of any federal, state or local taxes, which will not be withheld by the URA.

11. **Worker's Compensation:** Consultant shall provide workers compensation insurance and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing services in connection herewith.

12. **Entire Agreement/Amendments:** Consultant acknowledges that the URA has made no representation to Consultant with regard to the subject matter hereof except pursuant to this Agreement, and that no oral agreements or understandings exist between Consultant and the

URA. This Agreement may be amended or modified only by a written instrument signed by the parties hereto.

13. **Termination:** Either party may terminate this Agreement on 10 days prior written notice to the other party. In the event of termination by the URA, Consultant shall be paid for the work performed through the date of termination.

14. **Completion Date:** The services to be provided by Consultant pursuant hereto shall be completed by June 1, 2016.

15. **DEBARMENT CERTIFICATION.**

(a) Consultant certifies that it and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government. Consultant will include this certification in all contracts and subcontracts funded by this Agreement in accordance with Subpart C of the OMB guidance in 2 CFR part 180, as supplemented by HUD regulations in 2 CFR 2424.10 through 2424.1165.

(b) Consultant further certifies, for itself and all its contractors and subcontractors, that as of the date of its execution of this Agreement, neither Consultant nor any of its contractors, subcontractors or suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality or authority and, if Consultant cannot so certify, then it agrees to submit with this Agreement a written explanation of why such certification cannot be made.

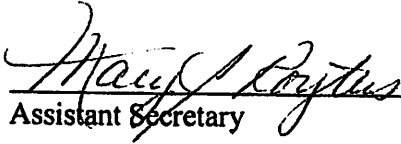
(c) Consultant obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date hereof. Accordingly, Consultant shall have an obligation to inform the URA if, at any time during the term of this Agreement, it or any of its contractors or subcontractors are suspended or debarred by the Commonwealth, the federal government or any other state or governmental entity. Such notification shall be within 15 days of suspension or debarment.

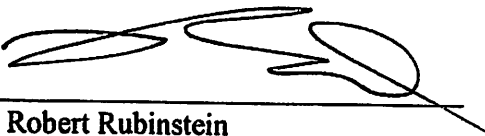
(d) The failure of Consultant to notify the URA of its suspension or debarment by the federal government, the Commonwealth, any other state or governmental entity shall constitute an event of default under this Agreement.

IN WITNESS WHEREOF, the Urban Redevelopment Authority of Pittsburgh and the Pittsburgh Parks Conservancy have executed this Agreement as of the date first above written.

ATTEST:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH


Assistant Secretary

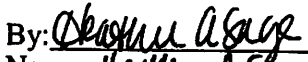
By: 
Robert Rubinstein
Acting Executive Director


APPROVED AS TO LEGAL FORM:


Attorney

WITNESS/ATTEST:

PITTSBURGH PARKS CONSERVANCY

By: 
Name: Heather A. Shee
Title: Director of Community Projects

By: 
Meg Cheever
President and CEO

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EXHIBIT "A"

PITTSBURGH PARKS CONSERVANCY

SCOPE OF SERVICES

Task 1 – Consultant Selection & Project Scoping Meetings

Parks Conservancy will work closely with URA and a small project team of key stakeholders (steering committee) to help define a consultant selection process and key criteria; participate in consultant interviews; and aid in selecting the project consultant. The consultants and steering committee will develop an effective process that includes regular meetings and strategies for working sessions.

Deliverables

- Aid in RFP development
- Participate in consultant interviews
- Participate in consultant selection meeting
- Participate in scoping meeting

Task 2 – Community Outreach Process, Plan and Tools

Team anticipates two public events to involve the public and obtain input on plans and designs. A web-based tool and/or other strategies may be employed to gather and organize feedback.

Deliverables

- Community Outreach Process Plan
- Community Events
- Meeting Minutes
- Summary Report

Task 3 – Conceptual Plan (areas A, B, C—see following illustration)

Parks Conservancy will engage with and help advise the URA's consultant in the evaluation of prior and concurrent greenspace/stormwater management planning efforts and other relevant community plans, the development of alternatives, and selection of the final plan.

Deliverables

- Participate in meetings and work sessions
- Contribute to written recommendations

Task 4 – Schematic Plan (areas A, B)

Parks Conservancy will engage with and help advise the URA's consultant in the development of a schematic level design for targeted areas within the project boundaries, including Liberty Park. A special emphasis will be focused on Area B.

Deliverables

- Participate in meetings and work sessions
- Contribute to written recommendations

Task 5 – Liberty Park Design (area A)

Parks Conservancy will engage with and help advise the URA's consultant in developing and evaluating alternative designs, and in finalizing the park design. The park design may be broken into phases to allow for an initial build-out that may be enhanced over time.

Deliverables

- Participate in meetings and work sessions
- Contribute to written recommendations

Task 6 – Liberty Park Construction Documents (area A)

Parks Conservancy will work closely with the consultants to assist in developing well-detailed, value-engineered, buildable construction documents, including drawings and specifications.

Deliverables

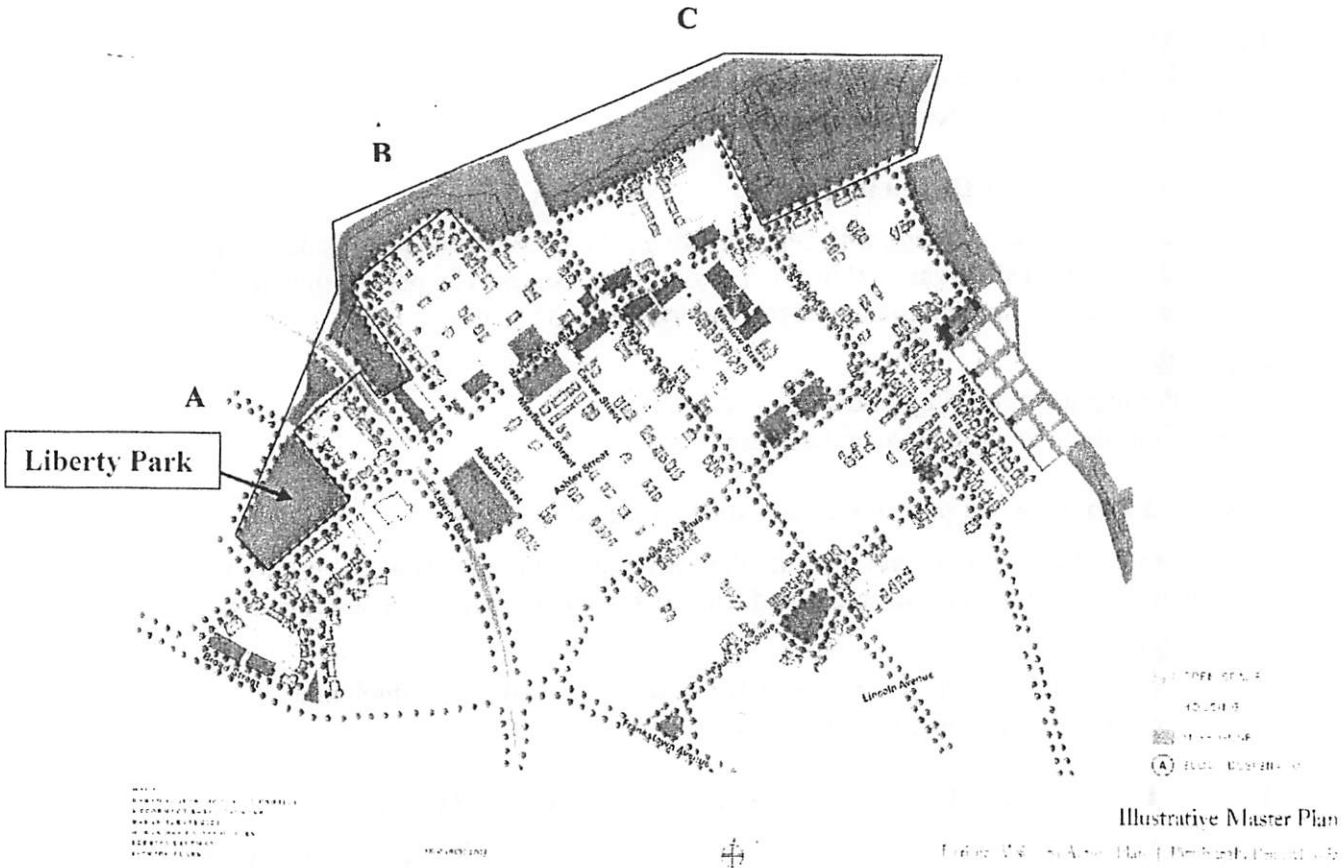
- Review construction documents at 30%, 50%, 75% and 95% completion
- Contribute to written recommendations

Task 7 – Liberty Park Management & Maintenance Program (area A)

Parks Conservancy will work closely with the consultants to develop recommendations and cost estimates for ongoing management and maintenance, including volunteer stewardship.

Deliverables

- Management & maintenance recommendations
- Cost estimates



RESOLUTION NO. 48 (2015)

RESOLVED: That the Executive Director, Acting Executive Director or Director of Finance, on behalf of the Authority, is authorized to enter into a Contract between the Authority and Pittsburgh Parks Conservancy for community planning services in an amount not to exceed \$22,370, payable from East Liberty and/or Larimer project funds which are a portion of the required match to the Greenways, Trails, and Recreation Program grant, and the Secretary or Assistant Secretary is authorized to attest same and affix the seal of the Authority thereto.

[View assistance for Search Results](#)

Search Results

Current Search Terms: pittsburgh* Parks* conservancy*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
 No records found for current search.

Glossary

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By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

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COOPERATING WITH




URBAN REDEVELOPMENT
AUTHORITY OF PITTSBURGH

URBAN REDEVELOPMENT AUTHORITY

AWARD JUSTIFICATION FORM

PROFESSIONAL SERVICES

PROJECT NAME: Larimer/East Liberty Park Planning

SERVICES REQUESTED: Community Outreach and Planning Services 

CONTRACT DURATION: March 2015 – June 2016

DATE OF RFP: No RFP was issued

PROPOSAL DUE DATE: N/A

PROPOSALS REQUESTED: N/A

PROPOSALS RECEIVED: N/A

PROPOSERS SUBMITTING: N/A

PROPOSER SELECTED: The Pittsburgh Parks Conservancy

CONTRACTED AMOUNT: \$22,370

CRITERIA FOR SELECTION: The Pittsburgh Parks Conservancy was chosen to do this work due to their community park development, fundraising, and implementation experience. The Pittsburgh Parks Conservancy has also been working in the Larimer Community for several years.

REJECTED PROPOSALS: N/A

DEPARTMENT/AUTHORITY RECOMMENDING AWARD: Economic Development

WAS AWARD MADE TO LOWEST QUALIFIED PROPOSER? N/A

IF NO, DEPARTMENT AND/OR AUTHORITY MUST PROVIDE EXPLANATION: