

18A-1715
CN# 52778

A G R E E M E N T

REC'D CLERK'S OFFICE
2019 DEC 3 PM 12:45

MADE this 31st day of January 2019

BETWEEN

THE CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY",

AND

Pittsburgh Parks Conservancy, a nonprofit corporation organized and operating within the Commonwealth of Pennsylvania, with offices located at, **45 S. 23rd Street - Suite #101**, Pittsburgh, PA 15203, hereinafter called "AGENCY".

WITNESSETH:

WHEREAS, in accordance with the Federal Housing and Community Development Act of 1974 as amended, CITY is the recipient of Community Development Block Grant funds;

WHEREAS, CITY desires to provide **community recreational** services to the residents of the City of Pittsburgh of low and moderate income; and

WHEREAS, AGENCY is qualified to provide these services;

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

1. **SCOPE OF WORK.** CITY hereby engages AGENCY as an independent contractor to perform the following described services, and AGENCY agrees to perform said services upon the terms and conditions hereinafter set forth in Exhibit "A". CITY or AGENCY may, from time to time, request changes in the scope of services to be performed by AGENCY hereunder. Minor scope changes may be approved if a formal written request for such changes is submitted to CITY and approved in writing by the Director of the Office of Management and Budget. Otherwise, such changes must be made by a written amendment to this Agreement. Specifically, AGENCY shall perform the following services outlined in Exhibit "A" which is attached hereto and made a part hereof.

2. **TERM OF AGREEMENT.** AGENCY agrees on behalf of itself and its successors and assigns to provide the above services for a period of one (1) year, beginning *July 1, 2018* and ending *June 30, 2019*. The Director of the Office of Management and Budget shall reserve the option to extend the term providing a written request from AGENCY is received thirty (30) days in advance of the termination of this Agreement.

3. **COMPENSATION.** As full compensation for the performance of said professional services, CITY shall pay AGENCY, and AGENCY shall accept a fee computed in accordance with the approved project budget, which is marked Exhibit "B", attached hereto and made part hereof. In no event shall the total fee payable to AGENCY under the terms of this Agreement exceed the sum of ***TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)***.

All invoices must be submitted to the Office of Management and Budget for payment no later than thirty (30) days after the end date of this contract. After that time, no invoices will be paid regardless of whether the work was completed, and the funds will be returned to the City.

Budget line items cannot be altered unless a formal written request for modification with a detailed justification for such request is submitted to CITY, and approved in writing by the Director of the Office of Management and Budget. Budget modification requests must be submitted at least thirty (30) days prior to the proposed effective date. A proposed revised line item budget must be submitted as part of the budget modification request.

It is specifically understood and agreed by the parties hereto that no payment will be authorized or approved under this Agreement unless AGENCY has furnished to CITY accompanying monthly status reports with each requisition for payment.

In the event that AGENCY and/or CITY anticipates that the total amount of funds allocated for this Agreement will not be expended in the time and manner as prescribed in this Agreement, CITY reserves the right to extract that portion for other projects/programs operated by CITY.

4. **PITTSBURGH HOME RULE CHARTER: LIABILITY OF THE CITY.** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of the CITY hereunder is limited to the sum of *TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)* appropriated for the same, chargeable to and payable from the following account(s):

JD Edwards Job #	Item #	Amount
0123243180.58101.00	5083	\$ 2,500.00

The CFDA number for this contract is 14.218.

5. **METHOD OF PAYMENT.** Payment of said fees shall be made monthly upon satisfactory performance of said work and after receipt and approval by CITY of a statement certified by an officer or officers of AGENCY, itemizing the rates and charges thereof.

6. **PAYMENT OF TAXES AND SET-OFF.** AGENCY warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by AGENCY are current and not

delinquent. If CITY determines that there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of this contract or prior to final payment by CITY, AGENCY hereby grants CITY the right to set-off that indebtedness against any amounts owing to AGENCY under the terms of this contract. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

7. **EXTRA SERVICES.** If extra services are required for satisfactory completion of the work or any phase thereof, and extra costs are thereby necessarily incurred by AGENCY, AGENCY may be reimbursed only upon approval of the Director of the Office of Management and Budget of CITY pursuant to proper legislative action by CITY. However, CITY shall not reimburse AGENCY for any extra services occasioned by the interruption, postponement, or abandonment of the work because of circumstances which CITY deems to be to its best interests. In such cases CITY shall pay only the cost of services rendered up to the time of such interruption, postponement, or abandonment, pursuant to paragraph 21 hereof.

8. **FEDERAL FUNDS.** CITY shall incur no obligation or duty to make any disbursement whatsoever under this Agreement until, pursuant to the Metropolitan Entitlement Grant Agreement under Title I of the Housing and Community Development Act of 1974 as amended, federal funds are received by CITY for said disbursements.

9. **FEDERAL GRANT REQUIREMENTS.** AGENCY shall comply with all applicable provisions of the laws, regulations and Executive Orders cited, and agrees to be subject to all other applicable requirements and provisions set forth in 2 CFR 200, 200.0 through 200.521, replacing Circular No. A-110, Circular A-122 and Circular A-133, a copy of which are attached hereto and made part hereof.

10. **INDEMNITY:** AGENCY hereby agrees to indemnify, save and holds harmless, and defend CITY, its officers, agents and employees from and against all liens,

charges, claims, demands, losses, costs, judgements, liabilities, and damages of every kind and nature whatsoever, including courts costs and attorney's fees arising by reason of: the performance by AGENCY of any services under this Agreement; any act, error or omission of AGENCY or of an agent, employee, licensee, contractor or subcontractor of AGENCY; and any breach by AGENCY of any of the terms conditions or provisions of this Agreement.

11. MONITORING AND EVALUATION. All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. AGENCY shall supply CITY with written monthly reports on program activity, in a form approved by CITY, as well as reports on special events, and minutes of the Board of Directors meetings. AGENCY shall provide CITY with such additional information and data as may be required from time to time by federal or state authorities, or CITY. Authorized representatives of CITY shall have access to the books and records maintained by AGENCY with respect to the services and materials provided hereunder at all reasonable times and for all reasonable purposes, including, but not limited to, the inspection or copying of such books and records and any and all memoranda, checks, correspondence or documents appertaining thereto. Such books and records shall be preserved by AGENCY for a period of five (5) years after the termination of this Agreement, unless a longer period is required under state or federal law or regulation. CITY may conduct a site visit to AGENCY during the term of this Agreement if it has been determined by the CITY to be necessary.

In addition, any grantee or subgrantee of federal grant funds disbursed in conjunction with this Agreement, the federal grantor agency, and the Comptroller General of the United States, as well as any of their duly authorized representatives, shall have access to any books, documents, papers

and records of AGENCY which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

12. **INSURANCE:** Unless waived by the CITY, throughout the term of this Agreement AGENCY shall maintain insurance in the type and amount specified in this Section and shall include CITY as an additional insured on such policy or policies. Attached hereto as EXHIBIT E and incorporated herein is: (A) proof of waiver of the insurance requirement set forth herein as authorized by CITY, or (B) a certificate of insurance duly executed by the offices or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage(s) and specifically identifying CITY as an additional insured, which insurance shall be non-cancelable, except upon thirty (30) days prior written notice to CITY:

	Individual Occurrence	Aggregate
General Liability		
Bodily injury, including death and Property damage	\$ 500,000.00	\$1,000,000.00
Workers Compensation	Statutory Limits	

All premiums shall be at the expense of AGENCY. All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, AGENCY shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying CITY as an additional insured, to be forwarded to the Director of the Office of Management and Budget.

13. **WORKERS' COMPENSATION.** AGENCY hereby certifies that it has accepted the provisions of the Workers' 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 said Acts, or has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

14. **PROGRAM INCOME.** Any and all income generated by the use of funds provided by CITY to AGENCY hereunder shall be used by AGENCY for Community Development Block Grant eligible activities, and all provisions of this Agreement shall apply to such activities. When so requested, AGENCY shall make available for inspection by CITY any and all records, papers, and documents reflecting the receipt and disposition of program income, and shall report on their activities in their regular reports. At the time of the expiration of this Agreement, if program income has or will continue to be generated, discussions will be held concerning the disposition of that program income.

15. **PROHIBITION OF LOBBYING.** No federal appropriated funds have been paid, or will be paid, by AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENCY hereby agrees that all subcontracts under this Agreement shall include this certification.

16. **COMPLIANCE WITH LAWS.** AGENCY shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the work done under this Agreement. "Working With Children". AGENCY shall maintain the appropriate hiring and screening procedures for any employees, agents, representatives,

subcontractors, or volunteers who will be having direct contact with youth during the activities covered in this Agreement. AGENCY agrees that any of its employees, agents, representatives, subcontractors and/or volunteers providing services and/or having direct contact with children (i.e. persons under the age of 18) pursuant to this Agreement shall obtain all clearances as required by Pennsylvania law (i.e. Child Abuse History Clearance, Pennsylvania Criminal History Check, Federal Criminal Background Check) prior to their providing any services at the Premises as authorized hereunder.

17. **ASSIGNMENT.** AGENCY shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY.

18. **SUBCONTRACTING.** None of the work or services covered by this agreement shall be contracted without the prior review and written approval of CITY.

19. **ANTI-DISCRIMINATION.** AGENCY shall 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. AGENCY shall comply with the applicable provisions of the Pittsburgh Code, Title Six-Conduct, Article V-Discrimination, and any amendments thereto. AGENCY shall 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 thereunder. AGENCY shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

20. **INTERRUPTION: POSTPONEMENT: ABANDONMENT.** In the event the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which CITY considers to be to its best interests, AGENCY shall not be entitled to any further payment for such work or part hereof beyond and in excess of the amount due at that time, in accordance with Paragraph 5 hereof; and final payment shall be based on the actual time spent to such date.

21. **INTERPRETATION.** In the event of any dispute as to the interpretation of the terms of this Agreement, the decision of the Director of the Office of Management and Budget shall be final.

22. **TERMINATION.** CITY may terminate this Agreement at any time, without cause or liability, by giving AGENCY thirty (30) days advance written notice of this intention to terminate.

23. **FORM 1099 - MISC.** Agency is a non-profit corporation/organization and its federal tax identification number is 23-2882145. The Agency's address is **45 S. 23rd Street - Suite #101, Pittsburgh, PA 15203.**

24. **AMENDMENT.** This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement may not be changed, modified, discharged, or extended except by written amendment, duly executed by the parties.

25. **DEBARMENT.** Agency warrants that it is not prohibited from entering into this Agreement with the 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 C and incorporated into and made a part of this Agreement.

26. **ACKNOWLEDGEMENTS.** All promotional flyers, news releases, advertisements, brochures, posters, letters, printed materials and electronic media, radio and television broadcasts associated with these activities shall include the following acknowledgment prominently displayed with other credits, "This is being financed in part with a grant from the City of Pittsburgh through the Community Development Block Grant (CDBG) Program, William Peduto, "Mayor."

27. **STATEMENT OF AFFILIATIONS.** Agency shall file a Statement of Affiliations with the City of Pittsburgh Board of Ethics which shall include the following:

1. A description of any contractual or other business relationship with the CITY or any of its departments, agencies, boards, commissions or authorities, including the value of the contract or business relationship entered into during the three (3) calendar years previous to the execution of this Agreement.

2. The Agency's qualifications and experience which shall be reapplied to the performance of this Agreement.

3. An identification of the Agency's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Agency is a public corporation, the officers, the members of the Board of Directors, and shareholders holding more than three (3) percent of the corporate stock.

This Statement of Affiliations shall be included in the contract as Attachment D.

28. MBE/WBE PARTICIPATION. (Applicable only in contracts for \$25,000 or more). AGENCY agrees to assist CITY'S efforts to encourage the participation of minorities and women in CITY contracts by making a good faith effort to utilize women and minorities in performing the work required by this Agreement. The final payment under this Agreement will not be made until AGENCY submits a report to CITY detailing the following information:

A. The dollar amount of the contract paid to Minority Business Enterprises along with the names, addresses and telephone numbers of said Minority Business Enterprises.

B. The dollar amount of the contract paid to Women's Business Enterprises along with the name, addresses and telephone numbers of Women's Business Enterprises.

C. An explanation of any failure to achieve the goals for Minority Business Enterprises and Women Business Enterprises participation which had been represented to CITY prior to the award of the contract.

29. CDBG-CHURCH STATE GUIDANCE. (Applicable only in contracts with religious organizations) AGENCY represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization. AGENCY agrees that, in connection with its scope of services:

a. it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b. it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services;

d. the portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and

e. the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Provider and in which the public services are to be provided: provided that, minor repairs may be made if such repairs (1) are directly related to the public services (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

30. REVERSION OF ASSETS: Upon expiration of this agreement, pursuant to 24CFR 570.503 (b)(7), the AGENCY shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Such transfer shall

occur within thirty (30) days of termination. AGENCY shall give a check made payable to "Treasurer, City of Pittsburgh" to the City of Pittsburgh, Office of Management and Budget.

At the expiration of this agreement, pursuant to 24 CFR 570-503 (b)(7), any real property in the AGENCY'S control that was acquired or improved in whole or part with CITY CDBG funds in excess of \$25,000.00 must either:

(i) Be used to meet one of the national objectives listed in 24 CFR 570.208 until five (5) years after expiration of this agreement, or for such longer period of time determined to be appropriate by CITY; or

(ii) If not used in accordance with paragraph (i), AGENCY shall pay CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. (No payment is required after the period of time specified in paragraph (i) of this section.) Such transfer shall occur within thirty (30) days of termination. AGENCY shall give a check made payable to "Treasurer, City of Pittsburgh" to the City of Pittsburgh Office of Management and Budget.

31. AUTHORIZING RESOLUTION. This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 538, effective August 6, 2018.

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

ATTEST:

CITY OF PITTSBURGH

Jamie Drake

By

[Signature]

Mayor

WITNESS:

[Signature]

By

Jennifer O'Byrne

Director, Office of Management and Budget

ATTEST:

Pittsburgh Parks Conservancy

[Signature]
Secretary (Corporate Seal)

By

[Signature]

President

EXAMINED BY:

[Signature]
Assistant City Solicitor

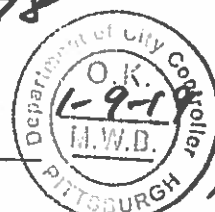
APPROVED AS TO FORM:

[Signature]
City Solicitor 52778

Countersigned
The liability of the City of Pittsburgh under the terms of this contract is expressly limited to the amount of money which shall be received from time to time from the Government of the United States of America for the payment thereof, and it is not a binding contract until this condition is fulfilled. This Contract is countersigned subject to the foregoing condition.

COUNTERSIGNED:

[Signature]
City Controller 7-31-19



[Signature]



Allegheny Commons Park Fountain Restoration Project

Pittsburgh Parks Conservancy is a nonprofit organization, founded in 1996, whose mission is to improve the quality of life for the people of Pittsburgh by restoring the park system to excellence in partnership with the city. Pittsburgh Parks Conservancy has expanded into community and neighborhood parks restoration/ renovation projects throughout Pittsburgh and was asked to undertake the Allegheny Commons Fountain Restoration project because of previous experience in parks planning and working with neighborhood organizations to update the Allegheny Commons Park Master Plan and Action Plan. We are currently working closely with two community groups, Northside leadership Conference and Allegheny Commons Initiative, while partnering with the City of Pittsburgh Department of Public Works to restore a section of Allegheny Commons Park.

The project will reconstruct the historic fountain (1868) at the northeast corner of Allegheny Commons Park and make site improvements to approximately 7.5 acres of the surrounding historic landscape promenade inside the park (see attached map). The project includes installation of:

- new LED pedestrian lights (12) to improve visibility and increase park safety at night
- ADA accessibility: ADA compliant curbs and walkways
- watershed control measures: planting vegetation (hardwood canopy trees (16), native plants, ornamental shrubs and perennial flower beds) to mitigate watershed run-off into the combined sewer system
- infiltration trenches to intercept storm water and retain it on site, helping to recharge groundwater
- 250 square yards of heavy duty bituminous paved paths and approx. 1,050 sq. yd. of stone dust paving along path edges and restoration of highly compacted turf (approx. 7,225 square feet)
- large ceramic fountain that recycles water: reproduction of Grecian urn and water jets within 80-foot diameter stone coping
- decorative historic pipe railing to mark park entrances
- park amenities: seating (10 benches), bike racks, drinking fountain, trash receptacles and signage

See attached "Estimate of Probable Construction Costs" for detailed line-item budget.

Exhibit A
2012

CDBG Eligibility

The Allegheny Commons Park Fountain Restoration project is located near the high-profile intersection of North and Cedar Avenues on the North Side in the City of Pittsburgh in CDBG eligible census tract #5627 in the Allegheny Center neighborhood, that has a population of 933 residents (sometimes referred to as "Allegheny West" neighborhood) (according to 2010 US Census & ACS for Pittsburgh 7/1/14 listing).

The community benefits from improving this recreational green space are:

- improved lighting in the park at night making the area sufficiently lit to deter crime and potentially make park safer
- improved accessibility via ADA upgrades
- temporary jobs created
- blight elimination

Based upon 2010 data on the US Census Bureau website*, it is estimated that 17,018 people, who live in census tracts located within 1 mile of the park, will benefit from the park improvement project. Specifically, nine CDBG eligible neighborhoods will most likely benefit because the park restoration project site is:

- located in a CDBG eligible area, census tract #5627, Allegheny Center
- adjacent to 2 CDBG eligible neighborhoods:
 - East Allegheny- census tract #5632 - population 2136
 - Allegheny West- census tract #5627- population 462
- within 500 feet of Pittsburgh King K-8, a school with 570 student enrollment, which predominantly serves low-moderate income families (86% economically disadvantaged students**)
- within 1 (one) mile of at least seven (7) other CDBG eligible census tracts/neighborhoods (more than 14,500 residents):

<u>Neighborhood</u>	<u>census tract #</u>	<u>population***</u>
Fineview	2509	1285
Perry South	2615	4145
California- Kirkbride	2507	761
Manchester	2107	2130
Spring Hill- City View	2620	2648
Spring Garden	2412	884
Troy Hill	2406	2714

*<http://www.census.gov/2010census/popmap/index.php>
 ** <http://discoverops.org/king>
 *** from Data.gov: Data Catalog population Density 2010 website

OUTCOME PERFORMANCE MEASUREMENT SECTION

THIS SECTION MUST BE COMPLETED IN ORDER TO BE CONSIDERED FOR FUNDING

HUD requires recipients of federal funding to assess the outcomes of the program in questions. The City of Pittsburgh employs the Performance Measurement System to establish and track measurable goals and objectives for the CDBG, HOME, ADDI and ESG programs. All approved applicants will be required to comply with the Performance Measurement System.

I. GOALS

The proposed activity meets which of the following goals: (Select only one)

Goal #1 – Creates a suitable living environment

This objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment (such as poor quality infrastructure) to social issues such as crime prevention, literacy or elderly health services.

Goal #2 – Provides decent housing

This objective focuses on housing programs where the purpose of the program is to meet individual, family, or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under suitable living environment.

Goal #3 – Creates economic opportunities

This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

II. OBJECTIVES

Select the most appropriate objective for the proposed activity

Improve availability/accessibility

This category applies to activities that make services, infrastructure, public facilities, housing, or shelters available or accessible to low/moderate income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low/moderate income people where they live.

Improve affordability

This category applies to activities that provide affordability in a variety of ways in the lives of low/moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

Improve sustainability

This category applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low/moderate income or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

III. OUTCOMES
(GOALS AND OBJECTIVES OF PROPOSED ACTIVITY)

Check all outcome statements that apply to the proposed activity

AVAILABILITY/ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
<input checked="" type="checkbox"/> Enhance suitable living environment through new/improved accessibility	<input type="checkbox"/> Enhance suitable living environment through new/improved affordability	<input checked="" type="checkbox"/> Enhance suitable living environment through new/improved sustainability
<input type="checkbox"/> Create decent housing with new/improved availability	<input type="checkbox"/> Create decent housing with new/improved affordability	<input type="checkbox"/> Create decent housing with new/improved sustainability
<input type="checkbox"/> Provide economic opportunity through new/improved accessibility	<input type="checkbox"/> Provide economic opportunity through new/improved affordability	<input type="checkbox"/> Provide economic opportunity through new/improved sustainability

IV. OUTCOME STATEMENT

Combine the elements from the categories above to summarize why the proposed activity is needed and what outcomes will be achieved from the proposed project or program. Outcomes are the changes you expect to occur in clients' lives and/or the community as a result of the proposed activity. A complete statement includes output (quantified) + outcome (from categories above) + activity (description) + objective.

Examples: 52 households will have new access to public sewer for the purpose of creating a suitable living environment.

7 households have affordable housing through a down payment assistance program for the purpose of creating decent affordable housing

50 persons have access to new jobs through extension of a water line to a business for the purpose of creating economic development.

Attached is Section IV. Outcome Statement- Outcome Performance Measurement



Section IV. Outcomes Statement

Performance Measurements

CDBG Eligibility

Allegheny Commons Park Fountain Restoration project is located at a high-profile intersection, at East North and Cedar Avenues, of the Northside and serves as a beautiful gateway to the area. (See attached map.) Because of the location, several neighborhoods will benefit from this park re-development project and the beautification of this area.

Based upon 2010 data on the US Census Bureau website*, it is estimated that **17,018 people, who live within 1 mile of the park, will benefit from the park improvement project.** Specifically, nine CDBG eligible neighborhoods will most likely benefit because the park restoration project site is:

- located in a CDBG eligible area, census tract #5627, Allegheny West
- adjacent to CDBG eligible neighborhood, East Allegheny, census tract #5632
- within 500 feet of Pittsburgh King K-8 School, a school with 570 student enrollment, which predominantly serves low-moderate income families
- within 1 (one) mile of at least seven (7) other CDBG eligible census tracts/neighborhoods:
 - #2509 - Fineview
 - #2615 - Perry South
 - #2507 - California- Kirkbride
 - #2107 - Manchester
 - #2620 - Spring Hill- City View
 - #2412 - Spring Garden
 - #2406 - Troy Hill

*<http://www.census.gov/2010census/popmap/index.php>

Outcome Statements

Specific outcomes resulting from the completion of the Allegheny Commons Park Fountain Restoration project are:

Availability/ Accessibility

- **Suitable Living Environment:** approximately 17,588 people, (570 students, 17,018 residents), who study or live in one the nine (9) CDBG eligible census tracts within 1 mile of the site will have a more suitable living environment through improved accessibility to a safe, attractive greenspace that encourages outdoor interaction and physical exercise
- **Improved Accessibility:** installation of ADA compliant curbs and walkways will make park access easier
- **Improved lighting** in this area of the park will make the park safer at night

Economic Development

- The project will:
 - ✓ Invest almost \$2M in resources into this area
 - ✓ provide temporary employment income for approximately 30 people
 - ✓ provide opportunities for local businesses to increase revenue through workers (during construction) and visitors After project is completed)

Allegheny Commons' location, with stunning views and within walking distance of Downtown Pittsburgh, offers great potential for neighborhood improvement and economic development. A study by the Trust for Public Land suggests that parks have a significant impact on surrounding real estate and, if well-maintained, can add 15% or more to fair market value, attracting both commercial and residential investment. This has been borne out in other major cities, such as Boston and New York, where urban parks surrounded by homes and businesses have spurred economic development. Other studies show that businesses are more likely to locate in an area with well-maintained parks because they know that today's generation of workers consider parks essential to their quality of life.

Infrastructure Improvement

- New LED lighting will be added to make the park safer at night
- Watershed run-off management features will be added to minimize water into combined sewers
- Infiltration trenches to intercept storm water and retain it on site
- Allegheny Commons is a fine example of 19th century park design and has been recently placed on the National Register of Historic Places. Restoration will be in accordance with the US Secretary of Interior's Standards for Cultural Landscapes.

PPC Budget

<u>Budget Item</u>	<u>Amount of CDBG</u>	Explanation
Construction	\$2,500.00	Contractor Costs

* See Exhibit B (2-4) for a subrecipient breakdown of costs.



Exhibit B - Budget of Expenditures

2 of 3

Allegheny Commons Fountain Restoration Project

<u>Amount of CDBG</u>	<u>Budget Item</u>	<u>Explanation</u>
\$2,500	Construction	Contractor costs

<u>Allegheny Commons Fountain Restoration</u>	
<u>Use</u>	<u>Amount</u>
+ Site Prep/ Construction	\$523,350
Site Infrastructure & Amenities	\$552,229
+ Decorative Fountain	\$469,000
Construction Contingency	\$200,795
A & E	\$50,000
Project Management	\$250,000
Maintenance Fund	\$750,000
Total	\$2,795,374

+ item included in abbreviated line item

See "Estimate of Probable Construction Costs" for detailed line-item budget.

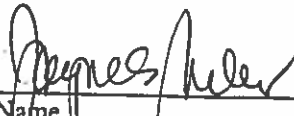
Estimate of Probable Construction Costs - PHASE III AND FOUNTAIN (from end of previous phase, to Klug School Playground)					
prepared by Pashek Associates, Ltd.; revised 7-14-15					
Item	Quantity	Unit	Unit Price		Extension
Site Preparation and Removals					
Erosion and sedimentation control/construction protection	1	LS	\$7,500		\$7,500
Over excavation remove organic soil layer at 17'	1	LS	\$350,000		\$350,000
Increase depth of infiltration beds	1	LS	\$75,000		\$75,000
Shoring/site safety security	1	LS	\$45,000		\$45,000
Site Preparation and Removals					
Haul off-site bituminous paths removed	2,250	SY	\$4.00		\$9,000
Remove existing trees <10" caliper	3	EA	\$650.00		\$1,950
Remove existing signs and benches	1	LS	\$1,150.00		\$1,150
Remove and salvage existing granite benches	2	EA	\$150.00		\$300
Prune (deadwood) existing trees to remain	49	EA	\$350.00		\$17,150
Tree Protection; assumes 6'-0 ht. temp. chain link fence, pile driven, with signs	4,225	LF	\$2.00		\$8,450
Remove existing light poles/bases	1	LS	\$1,000.00		\$1,000
Remove existing bituminous paving (ex. pathways)	2,250	SY	\$3.00		\$6,750
Site Construction					
Plant trees	16	EA	\$1,000.00		\$16,000
Remove existing concrete walks (at Park entrance areas)	75	SY	\$15.00		\$1,125
Remove existing concrete curbs (at Park entrance areas only)	75	LF	\$15.00		\$1,125
Park bench (10 around Fountain + 4 along path)	14	EA	\$1,500.00		\$21,000
Trash receptacle	10	EA	\$850.00		\$8,500
Bike rack (on ex concrete pad)	1	EA	\$1,850.00		\$1,850
Concrete curb ramps (and heavy-duty concrete at Park entrance areas)	2	EA	\$3,825.00		\$7,650
Concrete full-depth curb (at Park entrance areas)	75	LF	\$35.00		\$2,625
Cap existing waterline into middle of Cedar (includes pavement repairs)	1	LS	\$15,000		\$15,000
Drinking (catalog/historic) fountain	1	EA	\$6,500.00		\$6,500
Pole Light (provide and install); excludes footings and wiring	12	EA	\$4,000.00		\$48,000
*Uplights for entry signs (provide and install), excludes footings and wiring	1	EA	\$1,000.00		\$1,000
*LED light retrofit of existing fixtures (previous phase)	11	EA	\$2,500.00		\$27,500
*LED light retrofit of existing fixtures (pilot project)	7	EA	\$2,500.00		\$17,500
*Remove existing concrete walks (perimeter of Park)	300	SY	\$15.00		\$4,500
*Remove existing concrete curbs (perimeter of Park)	75	LF	\$15.00		\$1,125
*Concrete walk standard duty (perimeter of Park)	300	SY	\$85.00		\$25,500
*Concrete full-depth curb (perimeter of Park)	75	LF	\$35.00		\$2,625
*Crosswalks (thermoplastic); perimeter of Park)	300	LF	\$25.00		\$7,500
*Pipe rail barrier (park entrance at corner of Cedar and North)	110	LF	\$72.00		\$7,920
*Mulch under pipe rail barrier (park entrance corner of Cedar and North)	110	SF	\$4.00		\$440
*Pipe rail barrier (at ex. East Ohio Street park entrance)	300	LF	\$72.00		\$21,600
*Mulch under pipe rail barrier (at ex. East Ohio park entrance)	300	SF	\$4.00		\$1,200
Circulation					
Bituminous paving - heavy duty	2,250	SY	\$45.00		\$101,250
Stone dust paving	1,050	SY	\$40.00		\$42,000
Vegetation					
Repair/grade existing site	10,000	SF	\$2.00		\$20,000
New and overseeding of ex. Lawn	7,225	SF	\$0.75		\$5,419
Site Amenities					
Install donated bench memorial plaque (Betty McDevitt's great-grandfather/policeman in Commons)	1	EA	\$150.00		\$150
Entry signage (historic; one at North/Cedar entrance)	1	EA	\$8,500.00		\$8,500
Utilities					
<i>Utilities from vault to decorative fountain</i>					
Schedule 40 PVC	900	LF	\$15		\$13,500
Schedule 80 PVC	110	LF	\$35		\$3,850
<i>Utilities other</i>					
1/2" PVC Sch 40 Waterline (drinking fountain/hosebib)	260	LF	\$35.00		\$9,100
Associated waterline fittings (reducers, wyes, tees, etc)	1	LS	\$750.00		\$750
4" PVC sanitary (from drinking fountain to connection to 48" line)	295	LF	\$65.00		\$19,175

EXHIBIT C

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS: Pittsburgh Parks Conservancy

DEBARMENT AFFIDAVIT

BEFORE ME, the undersigned authority, personally, appeared
Jayne S. Miller who, being duly sworn according to law, and under
penalty of perjury, deposes and says that neither he nor, to the best of his actual knowledge,
information or belief, (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 paragraph 161.22(b).

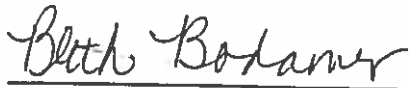


Name
President or Vice President

Sworn to and subscribed

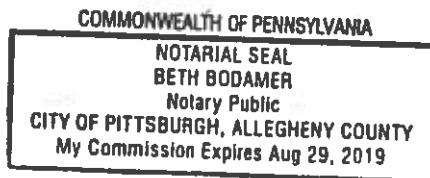
before me this 5th

day of November 2018.



Notary Public

(SEAL)





Statement of Affiliations

- 1. Name and address of Organization:** Pittsburgh Parks Conservancy
45 South 23rd Street, Suite 101
Pittsburgh, PA 15203
Phone: 412.682.7275
www.pittsburghparks.org
- 2. List your qualifications and experience for performance of this organization:** Pittsburgh Parks Conservancy is a non-profit organization dedicated to improving quality of life for the people of Pittsburgh by restoring the park system to excellence in partnership with government and the community since 1996. Pittsburgh Parks Conservancy has worked closely with the City of Pittsburgh since 1998 under an official public-private partnership agreement to restore the city's four regional parks: Frick Highland Riverview and Schenley.

In addition to successfully completing 17 capital projects, stewarding over 1,700 acres, and working with thousands of volunteers annually, Pittsburgh Parks Conservancy has raised over \$90 million toward park improvements. Parks Conservancy has expanded into community and neighborhood parks throughout Pittsburgh and was asked to undertake the Allegheny Commons Fountain Renovation project because of our experience in parks planning. We are working closely with two community groups – Northside Leadership Conference and Allegheny Commons Initiative and partnering with the City of Pittsburgh Department of Public Works to renovate the park area to include: large ceramic fountain, park benches, trash receptacles, lighting, bike rack, drinking fountain, ADA compliant curbs/ walkways and vegetation.

In planning and implementing projects, the Parks Conservancy always proceeds with *respect for historic design, ecological sensitivity, and the needs of modern-day users*. This three-pronged approach requires extensive research and planning, public input, and a commitment to excellence. The successful renovation and park restoration of Mellon Square, Highland Park (Entry Garden), Riverview Park (Chapel Shelter), McKinley Park and other parks is a testament to Pittsburgh Parks Conservancy's experience for performance.

- 3. Please give a brief description of any contractual or business relationships you have had with the City within the past three years. Please include the dollar value of the contract or business relationship:**
 - Pittsburgh Parks Conservancy has a Cooperation Agreement with the City of Pittsburgh to work cooperatively to restore and revitalize the City's parks.
 - There are three 30-year lease agreements whereby the organization is responsible for managing the operations of City assets: Schenley Park Café and Visitor's Center, Schenley Plaza and Mellon Square.
 - Also, for individual park projects, project agreements, without any consideration amount, are used as needed; Cliffside Park and McKinley Park Project Agreements were issued in 2012.
 - In 2013, a Cooperation Agreement for Frick Environmental Center was executed that provides for 85% of Frick Trust to be utilized for construction, operation and maintenance of the Frick Environmental Center.
 - In August 2018, a Project License agreement was executed for the Allegheny Commons Park Project



Statement of Affiliations

EXHIBIT D

2 of 4

- CDBG contracts over the past three years indicated in Table 1 below:

Table 1. PPC- CDBG Grants

Contract #	Amount	Project	Contract Term	Balance Remaining	Status
51801	\$31,084.67	Allegheny Commons	1/1/2016 - 6/30/2018	-	Closed/ Funds expended
51999	\$12,500	Allegheny Commons	7/1/2016- 6/30/2018	-	Closed/ Funds expended
52601	12,500	Allegheny Commons	7/1/2018 ⁶ 9/30/2018	-	Closed/ Funds expended

4. Please identify by name and address the contractors, owners, partners, or shareholders. If the contractor is a public corporation, identify the officers, members of the Board of Directors and shareholders holding more than three (3) percent of the corporate stock. If a non-profit, please list your Board of Directors.

Pittsburgh Parks Conservancy's current Board Members list is attached.



2018 Board Members *(as of 9.18.18)*

Alan Ackerman
Community Leader

Ritchie Battle
Community Leader

Daniel I. Booker, Board Chair
Partner
Reed Smith, LLP

Linda B. Burke
Attorney (Retired)

Meg Cheever, director emeritus
Founding President (Retired)
Pittsburgh Parks Conservancy

Ann Davis
Owner
Typhoon Lighting

Susan S. Dorrance
Community Leader

Jeremy Feinstein, Board Secretary
Chief Counsel,
Government and Regulatory Enforcement
PNC Financial Services Group

Abigail Foster
Partner
Three Forks, L.P.

Rebecca Foster
Finance Manager
McCormack Baron Salazar

Elise Frick
Community Leader

Mike Gable, ex officio
Director of Public Works
City of Pittsburgh

Raymond W. Gastil, ex officio
Director of City Planning
City of Pittsburgh

Nicholas Gianaris
R & D Project Manager
The ExOne Company

Matthew Gleason
Director
Gleason & Associates

David McL. Hillman
Former Senior Advisor & Managing Director
PNC Riverarch Capital
Former President & Partner
PNC Equity Partners

Dan Holthaus, Board Treasurer
Tax Partner
Deloitte Tax, LLP

Mark A. Jones
Lead Community Affairs Specialist
Highmark Health

Margaret Ann King
Community Volunteer

Robert Levin
Former President
Levin Furniture

Nancy Levine
Lead Physician
Squirrel Hill Family Practice-UPMC

Michael Lyons, Board Vice Chair
EVP, Head of Corporate & Institutional
Banking and Asset Management Group
PNC Financial Services Group

Kathleen Welsh McSorley
President, Midlantic
Havas, PR

William C. Rudolph
Principal
McKnight Realty Partners

Inez Miles
Vice President (Retired)
Citizens Bank of Pennsylvania

James Spencer
President & CEO
EverPower Wind Holdings Inc.

Jayne Miller, ex officio
President & CEO
Pittsburgh Parks Conservancy

Paul Supowitz
Vice Chancellor for Community and
Governmental Relations
University of Pittsburgh

Michael L. Morley
Engagement Manager
McKinsey & Company

Christy C. Wiegand
Assistant U.S. Attorney General
U.S. Post Office & Courthouse

Therese Dillman Moss
Special Project Liaison
Pittsburgh Festival Opera

Darlene Motley
Dean
Chatham University

Gary Mulholland
Senior Healthcare Sales Executive (Retired)
CGI Healthcare

Mildred S. Myers
Teaching Professor of Management
Communication, Emerita
Carnegie Mellon University

Michael A. Pavlick
Partner
K & L Gates LLP

William Peduto, ex officio
Mayor
City of Pittsburgh

Gabriel Pellathy
Managing Director, Government Affairs
PPG Industries

Gabriela Porges
Community Leader

Christine Raetsch
Head of People
Duolingo



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2018

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 E-MAIL ADDRESS: donna@simpson-mccrady.com	FAX (A/C, No): (412)261-3437
	INSURER(S) AFFORDING COVERAGE	
INSURED Pittsburgh Parks Conservancy 45 S. 23rd Street Suite 101 Pittsburgh PA 15203	INSURER A: The Cincinnati Insurance Company	
	INSURER B: Northstone Insurance Company	
	INSURER C:	
	INSURER D: Exhibit E	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES CERTIFICATE NUMBER: 18-19 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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0477992	03/01/2018	03/01/2019	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/DP AGG \$ 2,000,000 Abuse & Molestation \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0477992	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
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	03/01/2019	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	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pittsburgh is named as additional insured regarding Allegheny Commons.

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



**CITY OF PITTSBURGH
DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM
ATTORNEY-CLIENT PRIVILEGED DOCUMENT: NOT PREPARED FOR
PUBLIC RELEASE**

TO: Mike Petrucci DEPT.: OMB
FROM: Benjamin I. Smith, Asst. Solicitor DEPT.: Law
CC: Jennifer Presutti, Jerry Cafardi, Nick Martini, Yvonne Hilton
DATE: 08/24/2018
RE: Waivers for CDBG-funded and ESG-funded Public Service Contracts

Pursuant to your August 21, 2018 inquiry, please be advised:

- 1) The Law Department agrees that grants in amounts less than \$25,000 to non-profit community groups, homeless shelters and social service agencies funded through the Community Development Block Grant ("CDBG") and Emergency Shelter Grant ("ESG") Programs should remain exempt from Professional Services Committee Review.
- 2) The Law Department agrees that general liability insurance requirements should be waived for these particular contracts, provided the recipients and subrecipients agree to the indemnification clause included in the standard CDBG and ESG contracts and are not performing any project or scope of work on City property.

If you have any further questions, please do not hesitate to contact me.

Submitted by:



Benjamin I. Smith, Assistant City Solicitor