

CITY OF WATERTOWN, NEW YORK

AGENDA

Tuesday, September 5, 2023

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, September 5, 2023, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

- Resolution No. 1 - Approving Agreement with GHD Consulting, Inc., for Engineering Services for the Wastewater Treatment Plant Women's Locker Room and Emergency Generator Project
- Resolution No. 2 - Approving Amendment No. 2 of the Professional Services Agreement with GHD Consulting Services, Inc. for the Pratt Street and Sherman Street Water Main Replacement Project
- Resolution No. 3 - Approving Amendment No. 4 to the Professional Services Agreement with GHD Consulting Services, Inc. for Western Outfall Trunk Sewer Manhole Rehabilitation – Phase 1
- Resolution No. 4 - Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2023 Homebuyer Program
- Resolution No. 5 - Approving the Community Development Block Grant (CDBG) Sub-recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2023 Owner Occupied Rehabilitation Program

- Resolution No. 6 - Approving CDBG Grant Agreement with United Way of Northern New York for the 2023 Watertown City School District Food 4 Families Program
- Resolution No. 7 - Approving the Grant Agreement with Transitional Living Services of Northern New York, for CDBG Funding for the 518 Pine Street Single-Room Occupancy (SRO) Program
- Resolution No. 8 - Approving Change Order No. 1 with Vector Construction Corporation for Vanduzee Street Bridge Repairs
- Resolution No. 9 - Approving Supplemental Consultant Agreement No. 2 with C&S Engineers, Inc. – Vanduzee Street over Black River (BIN 2220210) Bridge Maintenance Repairs

ORDINANCES

LOCAL LAW

OLD BUSINESS

- Tabled Resolution - Authorizing Granting of American Rescue Plan Act Funds to Hospice of Jefferson County, Inc.

STAFF REPORTS

1. Hydro-Electric Plant Improvements
2. Update on Pool Charges

NEW BUSINESS

EXECUTIVE SESSION

1. To Discuss Proposed, Pending, or Current Litigation
2. To Discuss the Employment History of Particular Persons or Corporations

WORK SESSION

Next Work Session is scheduled for Monday, September 11, 2023, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, SEPTEMBER 18, 2023.

Res No. 1

August 29, 2023

TO: The Honorable Mayor and City Council

FROM: Kenneth A. Mix, City Manager


SUBJECT: Approving Agreement with GHD Consulting, Inc., for Engineering Services for the Wastewater Treatment Plant Women's Locker Room and Emergency Generator Project

The City Council appropriated a total of \$990,000.00 in the Fiscal Year 2023-24 budget for a women's locker room expansion and an emergency generator replacement at the Wastewater Treatment Plant. The two projects are related. The generator needs to be replaced and it needs to be located in a different place, so that the locker room can be expanded.


GHD Consulting Services, Inc. has submitted a proposal to complete the engineering design for the combined project for \$98,800.

A Resolution approving the Agreement has been prepared for City Council consideration.

**FISCAL YEAR 2023-2024
CAPITAL BUDGET
FACILITY IMPROVEMENT
WASTEWATER TREATMENT**

PROJECT DESCRIPTION	COST
<p>Control Building Generator Replacement</p> <p>Along with the locker room upgrade the outdated generator will need to be replaced. The generator is obsolete and difficult to find parts for. The control building an essential piece of equipment to ensure continuous operation of the treatment facility.</p>  <p>Funding to support this project will be from a 10-year serial bond with Fiscal Year 2024-25 debt service of \$74,200.</p>	<p>\$530,000</p>
TOTAL	\$530,000

**FISCAL YEAR 2023-2024
CAPITAL BUDGET
FACILITY IMPROVEMENT
WASTEWATER TREATMENT**

PROJECT DESCRIPTION	COST
<p>Female Locker Room</p> <p>Current female locker room is insufficient size for more than one female employee. The wastewater treatment plant has two female employees. The summer of 2021 and 2022 there were a total of four female employees. Along with the locker room upgrade the outdated generator will need replace. The generator is obsolete and difficult to find parts for. The control building an essential piece of equipment to ensure continuous operation of the treatment facility.</p>  <p>Funding to support this project will be from a Fiscal Year 2022-23 transfer from the Sewer Fund of \$200,000 and the balance to be funded with a 10-year serial bond with Fiscal Year 2024-25 debt service of \$36,400.</p>	<p>\$460,000</p>
TOTAL	\$460,000

RESOLUTION

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Approving Agreement with GHD Consulting Services, Inc. for Engineering Services for the Wastewater Treatment Plant Women's Locker Room and Emergency Generator Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown, Sewer Fund, included in its Fiscal Year 2023-24 Capital Budget, \$460,000 for a new female locker room and \$530,000 for a control building emergency generator replacement, and

WHEREAS GHD has completed the Women's Locker Room and Emergency Generator Evaluation and the project is ready to proceed with engineering design,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York hereby approves the Agreement between the City of Watertown, New York and GHD Consulting Services, Inc., a copy of which is attached and made part of this resolution, to proceed with the engineering design of the Wastewater Treatment Plant Women's Locker Room and Emergency Generator Project in the amount of \$98,800.00, and

BE IT FURTHER RESOLVED that the City Manager Kenneth A. Mix is hereby authorized and directed to sign the Agreement on behalf of the City of Watertown.

Seconded by

5788 Widewaters Parkway
Syracuse, NY 13214
United States
www.ghd.com



August 24, 2023

Ms. Vicky Murphy
Superintendent of Water
City of Watertown
245 Washington Street
Room 202
Watertown, NY 13601

Re: WPCP Emergency Generator Relocation and Women's Locker Room Upgrades

Dear Ms. Murphy

GHD is pleased to provide the City of Watertown this proposal for engineering services to design the relocation of the emergency diesel generator and renovation of the women's locker room at the Control Building of the Water Pollution Control Plant (WPCP).

Please do not hesitate to contact us with any questions or comments you have on this matter.

GHD looks forward to continuing our work with the City of Watertown in the development and implementation of this project.

Sincerely,

GHD Consulting Services Inc.

A handwritten signature in black ink, appearing to read "Jason Greene", is written over a light gray horizontal line.

Jason Greene, PE, BCEE
Project Director

315-802-0284
jason.greene@ghd.com

Enclosure

cc: Angel French, City of Watertown
Ariel Judd, GHD



Professional Services Agreement (North America)

Reference no: 12620016

This Professional Services Agreement (hereinafter "Agreement") is effective this 24th day of August 2023, ("Effective Date") between GHD Consulting Services Inc., a New York corporation (hereinafter "GHD") and City of Watertown (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party"). In consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Scope of work. GHD shall perform the services set forth in the Scope of Work which is attached hereto as Exhibit "A". It is understood that the Scope of Work will be based on facts known and laws in place at the time of execution of this Agreement. Each Party will promptly inform the other in writing if facts are discovered that indicate that this Agreement or Scope of Work may need to be modified. If there is a change in law or project assumptions which materially affect either Party's obligations hereunder, upon receiving or providing the notice described above, the Parties shall execute an amendment which will include, at a minimum, a description of the proposed modifications and their effect on the scope, fees, and timelines on the Scope of Work (an "Amendment").

2. Changes in the services.

- (a) Except for additional services required due to the fault of GHD, any change to the scope, schedule, extent, or character of the services shall be set forth in a written Amendment which is agreed upon and signed by GHD and Client.
- (b) Unless otherwise provided herein, GHD shall not be required to perform any additional services unless the Amendment sets forth the scope of the additional services and any adjustment in compensation for, and/or the time to perform, such additional services.
- (c) GHD shall also be entitled to an Amendment setting forth an equitable adjustment to its compensation if any information provided by, or on behalf of, Client is not complete and/or accurate or, as a result of the services performed hereunder, GHD or any GHD employees are required to give evidence before, or provide any information to, a court or other competent authority.
- (d) GHD shall have no liability for any delay, and the services completion date shall be extended by the equivalent time, associated with Client's delay in executing an Amendment.

3. Payment for services.

- (a) For services rendered on a time plus expense basis:
 - (i) The fees will be in accordance with the fee schedule set forth in the Scope of Work. GHD's rates stated in the fee schedule are subject to revision on a periodic basis, following notice to Client. Personnel rates are all-inclusive, including overhead and profit.
 - (ii) GHD shall be reimbursed for all reasonable expenses actually incurred in connection with the services, plus reasonable markup as specified in the Scope of Work, plus reasonable travel and living expenses of GHD staff; communication and technology charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; and costs of providing and maintaining site offices, supplies, and equipment.
 - (iii) For services performed or goods supplied by GHD's subcontractors, Client shall pay GHD for the cost of such services or goods plus markup, as specified in the Scope of Work.
- (b) For services rendered on a lump sum, unit price, or fixed fee basis, Client shall pay GHD for services that are rendered on a percentage complete or task complete basis as specified in the Scope of Work. The fees are all-inclusive, including overhead and profit, and apply to all labor.
- (c) Unless otherwise agreed, GHD will invoice Client monthly for services completed. Payment of GHD invoices shall be due upon receipt by Client. Invoices not paid within 30 calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within 30 calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within 30 calendar days of the invoice date shall deem the invoice accepted by Client. Interest shall not accrue on any disputed amount.
- (d) GHD reserves the right without penalty to suspend performance of services in the event Client fails to pay all amounts which are not subject to a bona fide dispute within 45 calendar days from the invoice date. All

suspensions shall extend the completion date of any affected project commensurately unless otherwise agreed to by the Parties.

4. Insurance. GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits, unless otherwise agreed in writing:

- (a) Workers' compensation – statutory;
- (b) employers' liability – \$1,000,000 per accident/ disease/ employee (US);
- (c) automobile liability – \$1,000,000 combined single limit;
- (d) commercial general liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate; and
- (e) professional liability – \$1,000,000 per claim and \$2,000,000 in aggregate.

5. Documents and data.

- (a) Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, and other information furnished by Client to GHD pursuant to this Agreement ("Client Data"). GHD may use such Client Data in performing the Scope of Work.
- (b) Client acknowledges that project or site information previously provided by Client (or by other on Client's behalf) to GHD personnel that are no longer employed by GHD or who are not engaged in the provision of the services hereunder, shall not be deemed to have been provided to GHD personnel that are engaged in the provision of the services hereunder.
- (c) Client shall review any designs, drawings, plans, specifications, reports, bids, proposals, and other information provided by GHD before they are finalized. Client shall make decisions within a reasonable time and carry out its other responsibilities in a timely manner so as not to delay the services. Client shall give prompt written notice to GHD whenever Client observes or otherwise becomes aware of any failure by GHD to provide services that meet the standard of care established in this Agreement.
- (d) At the request of GHD, Client shall provide GHD with the following information (which shall also be considered "Client Data") to the extent such information is in Client's possession and is pertinent to the Scope of Work, as determined by GHD:
 - (i) all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
 - (ii) any other available information pertinent to the project, including, without limitation, reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding area at or adjacent to the project site; and insofar as such information is not available, Client agrees to pay GHD for the reasonable cost of obtaining the same such information.
- (e) Client shall be responsible for providing information, to the extent such information is within Client's possession, (which shall also be considered "Client Data") regarding the location of all known subsurface structures at the project site including but not limited to pipes, tanks, sewer, and utilities (power, phone, cable, gas, water, etc.).
- (f) If the Scope of Work includes subsurface digging, drilling, or other invasive work, upon GHD's review of Client Data, if any, and compliance with any notice requirements to all utilities concerning the possible location of underground utilities, and following any on-site marking or notification in writing to GHD from such utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall release GHD from and defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including, without limitation, consequential or indirect damages, attorneys' fees, court costs, and expenses) arising out of the subsurface work, to the extent such work causes or contributes to: (i) any disruption of service to users or damage for business interruption, production losses, or loss of revenues, profits, data or use; (ii) any damage to or destruction of any subsurface structure; (iii) any injury or damage to property or injury to or the death of any persons; (iv) any other damage, loss, or liability whatsoever; or (v) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters, unless such damage results from GHD's negligence, recklessness, or willful misconduct.
- (g) Client warrants that it owns all rights to, or otherwise has rights to use and disclose, Client Data required to meet Client obligations set forth herein. Client agrees to grant and hereby grants to GHD a non-exclusive, royalty-free, license to use Client Data and perform all acts with respect to Client Data as necessary for GHD to provide the services. GHD shall have no obligation to validate any contents of Client

Data for content, correctness, usability or for any other purpose. Client shall comply with any reasonable demand by GHD to correct, discontinue, or remedy any violation of applicable laws or regulations pertaining to Client Data or any other content collected or used by GHD to perform the services.

- (h) Client agrees that GHD may use Client Data to add insight, analytics, and data science to the services and/or to provide or suggest additional solutions or services to Client. Client acknowledges and agrees GHD may store Client Data on a cloud computing service (e.g., Microsoft Azure).
- (i) Client acknowledges and agrees that GHD may obtain and aggregate technical and other data related to the services that is: (i) is anonymized and presented in a way which does not reveal Client's identity; and (ii) may be combined with historical or recent data and information of other clients or additional data sources ("Aggregated Statistics"). Client agrees that all right, title, and interest in Aggregated Statistics, including all intellectual property rights, are hereby assigned to and owned solely by GHD. GHD may reproduce, distribute, display, make publicly available, and otherwise use the Aggregated Statistics for any business purpose, during and after the term of this Agreement, such as for creating solutions and products for other GHD clients.

6. Confidentiality. During the term of this Agreement and for a period of two (2) years thereafter (and in the case of trade secrets, until such time as the trade secret no longer qualifies for protection as such under applicable law). GHD shall not disclose any Confidential Information relating to Client to any third parties other than employees, subcontractors, or agents of GHD without the prior written consent of Client, except as required by applicable law, regulation, or legal process, or as may be required by emergency situations. "Confidential Information" includes, without limitation, whether received from or on behalf of the Client, whether marked or not; (i) any information constituting a trade secret under applicable law, (ii) non-technical information relating to the past, present or future business affairs of the Client such as pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, future business plans, (iii) technical information including patent, copyright, trade secret, and other proprietary information, techniques, procedures, methods of operation, sketches, drawings, designs, models, inventions, ideas, concepts, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, analyses, product specifications and formulations, discoveries, research and development, improvements, documentation, and patterns. In the event GHD is requested pursuant to, or required by applicable law, regulation, or legal process to disclose any Confidential Information, GHD will notify Client of the circumstances requiring such disclosure and will refrain from such disclosure for the maximum period of time allowed by law so that Client may seek a protective order or other appropriate remedy to protect the Confidential Information. This provision shall not apply to data or information which (i) is or becomes part of the public domain other than as a result of disclosure by GHD; (ii) was acquired by GHD independently from third parties not under any obligation to Client to keep such data and information confidential; (iii) was in GHD's possession prior to disclosure of the same by Client; or (iv) has been independently developed by GHD, or its employees, subcontractors, or agents.

7. Independent contractor and subcontracting. The Parties acknowledge and agree that GHD shall be an independent contractor and shall have responsibility for and control over the means of providing the services. GHD shall have the right to use subcontractors as GHD deems necessary to assist in the performance of the services. GHD shall not be required to employ any subcontractor that is unacceptable to GHD.

8. Site access and safety. Client shall provide right of entry and safe access and necessary permissions for GHD, its representatives, and its subcontractors to perform the services. GHD shall only be responsible for the activities of its own employees and agents on a project site with respect to safety. GHD, its representatives, and its subcontractors will comply with all reasonable known security, health, and safety requirements of the project site owner, as well as those of Client with respect to Client's facilities, which may be imposed upon GHD as a condition of its right of entry. If access to the project site is required to perform the services and such access does not comply with applicable Client approved safety plans, regulations, and/or laws, GHD may, at its sole discretion, suspend services until such violations are remedied.

9. Hazards, materials, and samples.

- (a) Unless otherwise stated in the Scope of Work, GHD shall have the primary responsibility of determining if known or potential health or safety hazards exist on or near the project site upon which the services are to be performed by GHD or its subcontractors. To the extent that such information is in its possession, Client warrants that it will make full and accurate written disclosure as to any hazardous, radioactive, or toxic substance, or any irritant, contaminant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") which Client knows or has reason to believe exist at the project site prior to the commencement of the services.

- (b) If Hazardous Conditions are discovered by GHD during the performance of the services which it could not have reasonably discovered prior to the commencement of the services and if the existence of such Hazardous Conditions materially changes the nature or performance of the services or responsibilities at the project site, Client and GHD shall seek to agree on an Amendment to reflect such changes. If the Parties are unable to agree on an Amendment, or the delay exceeds 30 calendar days, the Agreement may be terminated by GHD in accordance with the termination provisions of this Agreement. The Parties expressly agree that, unless otherwise specified in the Scope of Work, the discovery of the presence of mold, asbestos, or lead-based paint will constitute a changed condition enabling GHD in its sole discretion to terminate its provision of services if GHD and Client are unable to renegotiate the Scope of Work in a timely manner. GHD will notify Client as soon as practicable should GHD encounter unanticipated hazardous or suspected hazardous materials or conditions.
- (c) GHD and Client recognize and agree that GHD has neither created nor contributed to the existence of any Hazardous Conditions at the project site, and as such, GHD has no responsibility in relation to the presence of any such Hazardous Conditions. Accordingly, in the event of any claim against GHD arising out of any actual or alleged Hazardous Conditions on a project site, Client agrees to defend, indemnify, and hold GHD harmless from such claim(s) against GHD or its employees, agents, directors, officers, or subcontractors, unless such claims arise out of the gross negligence or willful misconduct of GHD. This indemnity obligation shall cover, without limitation, any claims or liability of GHD in relation to preexisting conditions on the project site, any statutory liability, and/or any strict liability under any federal, state, provincial, and/or local environmental laws alleging or asserting, without limitation, that GHD, by virtue of status as an owner, operator, handler, generator, arranger, transporter, treater, storer, or disposer, is liable for any Hazardous Conditions.
- (d) In the event GHD performs sampling on behalf of Client, GHD shall preserve such samples obtained from the project site as it deems necessary for the project, but not longer than 45 calendar days after the issuance of any document that includes data obtained from such samples. GHD shall arrange for the disposal of samples containing hazardous materials on behalf of Client, which may consist of returning the samples to the project site, and Client agrees to pay GHD for the cost of returning or disposing of such samples. Samples shall remain the property of Client, and ultimate responsibility for their disposal shall remain with Client. Unless otherwise stated in the Scope of Work, GHD shall not assume title to any samples taken on behalf of Client.

10. Standard of care. GHD represents that the services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing under similar circumstances at the same time and in the same locality. No warranties, guaranties, or representations of any kind, either express or implied, are included or intended by this Agreement or in any proposal, contract, report, opinion, or other document in connection with this project. Upon receipt of notice from Client, GHD shall promptly correct, without additional compensation, any services which fail to conform to the standard of care established in this Section.

11. Indemnity and liability.

- (a) Subject to the limitations of Section 11(d) and Section 11(e) below, GHD agrees to indemnify and hold harmless Client (including its officers, directors and employees) from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) the failure of GHD to comply in material respects with federal, state, provincial and/or local laws and regulations applicable to the services; (ii) a breach by GHD of this Agreement; or (iii) the negligence or willful misconduct on the part of GHD in performing the services.
- (b) Subject to the limitations of Section 11(d) and Section 11(e) below, Client agrees to indemnify and hold harmless GHD (including its parents, subsidiaries, affiliates, and the officers, directors, employees, agents, subcontractors, and any successors or assigns) from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) a breach by Client of this Agreement; (ii) the negligence or willful misconduct of Client; or (iii) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control.
- (c) The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- (d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION; GHD'S LIABILITY, INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND SUBCONTRACTORS, SHALL BE STRICTLY LIMITED TO THE LESSER OF THE AGREEMENT VALUE OR \$1,000,000. NOTWITHSTANDING THE

PRECEDING SENTENCE, IF THE AGREEMENT VALUE IS LESS THAN \$50,000, GHD'S LIABILITY SHALL BE LIMITED TO \$50,000. FOR ANY CLAIMS ARISING FROM OR RELATED TO THE EXISTENCE OF MOLD, ASBESTOS, OR LEAD-BASED PAINT DISCOVERED DURING THE PERFORMANCE OF THE SERVICES. GHD'S LIABILITY SHALL BE LIMITED TO THE LESSER OF \$100,000 OR THE LIMITE CONTEMPLATED ABOVE IN THIS PARAGRAPH, WITH SUCH SUBCAP FALLING WITHIN AND REDUCING THE OVERALL LIMIT OF LIABILITY.

CLIENT'S LIABILITY TO GHD (NOT INCLUDING PAYMENT OBLIGATIONS), INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND CONTRACTORS, WILL BE LIMITED TO \$1,000,000.

THE LIMITATIONS IN THIS PARAGRAPH SHALL NOT APPLY TO DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY CAUSING SUCH DAMAGE.

- (e) EXCEPT AS EXPLICITLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, AND/OR DAMAGES RESULTING FROM THE LOSS OF PROFITS, REVENUE, OPPORTUNITY, ANTICIPATED SAVINGS, USE, DATA AND/OR GOODWILL. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL DAMAGES CONTEMPLATED IN THIS SECTION 11(E) THAT MIGHT OTHERWISE BE INCLUDED WITHIN A PARTY'S INDEMNIFICATION OBLIGATIONS.

12. Intellectual property.

- (a) Reports, plans, drawings, specifications, documents, images, computer code, or any other work prepared or furnished by GHD under this Agreement (the "Work Product") are deemed to be instruments of service and GHD shall retain ownership and property interests therein, however, GHD hereby grants Client, upon Client's payment to GHD of amounts properly due under this Agreement, a limited license to use the Work Product in connection with completing the project. Client may make and retain copies for information and reference in connection with the construction, improvement, use or occupancy of the project. Any reuse or modification without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to GHD and Client agrees to defend, indemnify, and hold harmless GHD from all claims, damages, losses, and expenses including attorneys' fees or other costs arising out of or resulting from Client's unauthorized reuse or redistribution.
- (b) Client acknowledges that inventions, works, products, software, copyrights, patents, and any other materials which were created, conceived, or reduced to practice prior to or independently of this Agreement by GHD, and trade secrets, know how, methodology, and processes of GHD related to the Scope of Work (hereinafter the "GHD IP") shall remain the property of GHD. To the extent that any GHD IP is incorporated into the Work Product and on the condition that Client has fully paid GHD for the Work Product, GHD hereby grants Client a limited, nonexclusive, nontransferable, perpetual, irrevocable, royalty-free, paid-up, license to utilize the GHD IP solely with respect to the project.

13. Termination.

- (a) Client will have the right to terminate this Agreement at any time with or without cause, based solely on Client's convenience, provided that GHD is provided 30 calendar days advance written notice of the termination. Client shall pay GHD for all services performed and expenses incurred prior to the effective date of termination, including but not limited to demobilization and remobilization costs, costs to cancel or suspend subcontracts, and other related close-out costs.
- (b) GHD may terminate its obligations pursuant to this Agreement under the following circumstances:
 - (i) In the event of a breach or default of any obligation by Client, except non-payment of disputed amounts, or as otherwise provided for in this Agreement;
 - (ii) If GHD is unable, for any reason beyond its control, including, without limitation, a Force Majeure event, to perform its obligations pursuant to this Agreement in a safe, lawful, or professional manner; or
 - (iii) In the event Client (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency or (iv) makes an assignment for the benefit of creditors.
- (c) If either circumstance described in Section 13(b)(i) or 13(b)(ii) above occurs, GHD shall notify Client of pertinent conditions and recommend appropriate action. If within 30 calendar days of such notice the circumstances described in Section 13(b)(i) or 13(b)(ii) above have not been remedied or cured, GHD may terminate this Agreement hereunder. In the event of termination, GHD shall be paid for services performed prior to the effective date of termination plus reasonable termination expenses.

14. Dispute resolution. Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the Parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. If any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. The Parties shall have forty-five (45) business days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system in the courts of general jurisdiction where the project site is located, in which event all litigation and collection expenses, witness fees, court costs, and reasonable legal fees shall be paid to the prevailing Party. For the avoidance of doubt, GHD's statutory or other right, if any, to file a lien for Client's nonpayment will not be conditioned upon or subject to the dispute resolution rules contained in this Section.

15. Records and audit. Client shall have the right, upon reasonable advance notice, to audit records associated with the services performed and the charges invoiced to Client pursuant to this Agreement. Client's right to audit shall not extend to proprietary information or the profit margin and composition of GHD's fees, except for that portion of the services priced on a cost reimbursable basis. Such records shall be open to inspection and audit by authorized representatives of Client during normal business hours at the place where such records are kept until the completion or termination of this Agreement and for a minimum of 3 years thereafter. GHD shall require its subcontractors to similarly maintain records and to permit the inspection and audit of such records by Client upon similar conditions and time periods.

16. Force majeure. If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, other than the obligation to pay funds due, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars thereof. Thereupon, the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible, except that this requirement shall not require the settlement of strikes, lockouts, or other labor difficulty. The term "Force Majeure" as used in this Agreement shall mean an Act of God, natural events, labor, civil or industrial disturbance, pandemic, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions, unavailability of equipment, personnel, or information, and any other cause which is not reasonably within the control of the Party claiming suspension.

17. Notice. Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by overnight courier, or by email to the respective Party's authorized representative identified below, or at such other address as may be changed by either Party by giving written notice thereof to the other:

	GHD: GHD Consulting Services Inc.	Client
Attention:	Jason Greene	Kenneth Mix - City of Watertown
Address:	5788 Widewaters Parkway Syracuse, NY 13214	245 Washington Street, Room 302 Watertown, NY 13601
Email:	Jason.greene@ghd.com	kmix@watertown-ny.gov
Telephone:	+1 315 802 0284	+1 315 785-7730

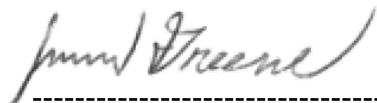
18. Miscellaneous.

- (a) **Third party beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
- (b) **Municipal advisor rule.** GHD's services do not include serving as a "municipal advisor" or advising Client or any other entity in any manner regarding municipal financial products or municipal securities.
- (c) **Reliance.** GHD's Work Product may not be relied upon, and Client shall not allow GHD's Work Product to be relied upon, by any third party entity or person without GHD's prior written consent, which shall be granted only if such third party requests and is granted the right to rely prior to the commencement of the services and such third party has (i) executed GHD's standard form reliance agreement and (ii) paid any fees specified in the Scope of Work. Client will indemnify and hold harmless GHD against any claim by, or liability to, a third party arising from reliance on the Work Product in violation of this Section.

- (d) **Waiver.** No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.
- (e) **Successors and assignment.** Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. Notwithstanding the preceding provisions of this Section, Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by GHD Group Limited (a "Related Entity"). Any such Related Entity shall assume all GHD's liabilities, duties, and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any prior notice or action on the part of GHD provided that GHD shall give notice of such assignment to Client as soon as reasonably practicable following the same. Upon request, Client agrees to execute and deliver any documents as may be reasonably requested by GHD or its successor to evidence consent to such assignment.
- (f) **Severability and survival.** The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including but not limited to those pertaining to indemnification, limitations of liability, and intellectual property, shall survive the termination of this Agreement.
- (g) **Governing law.** This Agreement shall be governed by the laws of the State or Province in which the project site is located.
- (h) **Authority to sign.** Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing to every term of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.
- (i) **Entire agreement.** This Agreement, including all attached Exhibits and documents referenced in those Exhibits, constitute the complete and final agreement between GHD and Client regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD
GHD
Consulting
Services Inc.



Jason Greene
Project Director

Client

Print name
Print title

Exhibit A – Scope of Services

FINAL DESIGN PHASE

The scope of the final design shall be in accordance with the recommendations provided in the City of Watertown's Women's Locker Room and Emergency Generator Evaluation, February 2023. The scope generally includes design of:

- A new outdoor emergency generator, located on an exterior foundation adjacent to the Control Building and housed in a weather enclosure for replacement-in-kind of the existing indoor emergency generator.
- Expanded women's locker room in the Control Building
- Heating and ventilation modifications to accommodate improvements
- Plumbing modifications to accommodate improvements

The following tasks are included as final design engineering services.

1. Prepare final drawings and specifications including the scope, extent, and character of the work to be completed by the Construction Contractor.
2. Visit the site as needed to assist in preparing the drawings and specifications.
3. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits or approvals of governmental authorities having jurisdiction to review or approve the final design, assist OWNER in consultations with such authorities, and revise the drawings and specifications in response to directives from such authorities, as appropriate.
4. Advise OWNER of any recommended adjustments to the Opinion of Probable Construction Cost.
5. Assist OWNER in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective Contractors may rely.
6. Complete limited hazardous materials survey (lead and asbestos) in the area of the expanded Women's Locker Room within the Control Building.
7. Final Design Progress Submissions – GHD will prepare progress submissions at the 50% and 95% design completion points. Submissions will include updated contract drawings and specifications for review and comment at the 50% and 95% progress points. Services are based on a preliminary drawing count of 26 sheets.
8. Perform or provide the following Equipment Pre-Procurement Services:
 - a. Prepare a pre-procurement specification(s) for new emergency generator system and provide to OWNER for bidding through the OWNER's Purchasing Department.
 - b. Assist OWNER in advertising for and obtaining bids for the Pre-Procurement Equipment, including the development of Addenda as appropriate to clarify, correct, or change the issued documents, if required.
 - c. Assist OWNER in evaluating bids or proposals.
 - d. Shop Drawings for Pre-Procured Equipment: Review and approve or take other appropriate action with respect to Shop Drawings and other required submittals associated with the pre-procured equipment, but only for conformance with the information given in the Pre-Procurement Contract Documents and compatibility with the design concept of the completed Project as a functioning whole, as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
 - e. Pre-Procurement services are intended to be performed prior to completion of the final drawings and specifications for the overall Construction Contract Documents.

9. Furnish for review by OWNER, its legal counsel and other advisors, up to four copies of the final drawings and specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other Construction Procurement Documents), and any other Final Design Phase deliverables, within 150 days of authorization to proceed with the Final Design Phase, and review them with OWNER.
10. Revise the final drawings and specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the OWNER, as appropriate, and submit up to four final copies of such documents to OWNER within 14 days after receipt of OWNER's comments and instructions.

The number of Prime Contracts for work designed or specified by GHD upon which the GHD's compensation has been established under this agreement is four.

The Final Design Phase will be considered complete upon OWNER's receipt of the revised drawings and specifications incorporating the OWNER's comments.

BIDDING PHASE – Not Used (to be provided by Amendment)

CONSTRUCTION PHASE – Not Used (to be provided by Amendment)

POST CONSTRUCTION PHASE – Not Used (to be provided by Amendment)

PROJECT FEES

The scope of services will be completed on a lump sum basis for \$98,800.

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Amendment No. 2 of the Professional Services Agreement with GHD Consulting Services, Inc. for the Pratt Street and Sherman Street Water Main Replacement Project

At the April 04, 2022 City Council meeting, the City Council approved the Professional Service Agreement from the GHD Consulting Services, Inc. for Civil Engineering and Design Services for the Pratt Street and Sherman Street Water Main Replacement Project in the amount of \$82,700.00.

At the June 19, 2023 City Council meeting, the City Council approved Amendment No. 1 in the amount of \$23,800.00, bringing the total cost to \$106,500.00.

GHD has now submitted Amendment No. 2 in the amount of \$16,800.00 more for additional Construction Administration Services, bringing the final cost to \$123,300.00. The additional cost covers the additional time required because of material delivery delays and subsequent construction delays.

This project is funded by the American Rescue Plan Act.

A resolution approving Amendment No. 2 has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Amendment No. 2 of the Professional Services Agreement with GHD Consulting Services, Inc. for the Pratt Street and Sherman Street Water Main Replacement Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS at its April 04, 2022, meeting, the City Council approved the Professional Service Agreement from GHD Consulting Services, Inc. in the amount of \$82,700.00 for the Pratt Street and Sherman Street Water Main Replacement Project, and

WHEREAS GHD submitted Amendment No. 1 in the amount of \$23,800.00, bringing the total contract amount to \$106,500.00, and

WHEREAS GHD incurred additional expenses for the Resident Project Representative for the Construction Administration services for the Pratt Street and Sherman Street Water Main Replacement Project, and

WHEREAS GHD has now submitted Amendment No. 2 in the amount of \$16,800.00, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 2 from GHD Consulting Services, Inc. in the amount of \$16,800.00, a copy of which is attached and made part of this Resolution, bringing the total contract amount to \$123,300.00, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute Amendment No. 2 on behalf of the City of Watertown.

Seconded by



Q1403 Amendment No. 2

This Amendment No. 2 is effective this August ____, 2023, (the "Effective Date") between GHD Consulting Services Inc. (hereinafter "GHD") and City of Watertown, New York (hereinafter "Client"). In consideration of the mutual promises set forth herein, GHD and Client agree to modify the project details for the Original Agreement between GHD and Client referenced herein.

Project details

Project name:	Pratt and Sherman Streets Watermain Replacements	Project number:	12580751
Effective Date of Original Agreement:	April 5, 2022	Project Manager:	Jon Putnam, PE

Description of proposed change – Additional Engineering Services – Construction Phase

The following services are additional services based on construction (material delivery) delays, construction contract time extension, and construction progress.

Construction Contract Administration

- 1) Services resulting from construction delays, as a direct result of material delivery delays (watermain fittings).
- 2) Services during Construction Phase rendered after the original date for construction completion of the Work. GHD Construction Contract Administration task work was originally scheduled to be completed in 2-months, will extend beyond July 31, 2023. Engineer is entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representation services, if any) are required after the original date for completion and readiness for final payment as set forth in the Construction Contract. Original Substantial Completion date was scheduled for July 1, 2023, and original Final Completion date was scheduled for July 31, 2023.

Construction Contract Administration engineering services original estimated fee of \$7,700 was exceeded as a result of material delivery and construction delays.

Total Budget Increase Requested - \$4,800

Resident Project Representative

- 1) Resident Project Representative original budget was based on 240 hours during a construction duration of 2-months. GHD is requesting an increased budget of 100-hours, plus any applicable expenses under this task to complete this task and is estimated based on current remaining work, construction schedule and progress.
- 2) Additional Resident Project Representative services beyond the original 240 budgeted hours will be billed at standard hourly rates, plus reimbursable expenses, in accordance with our original agreement.

Total Budget Increase Requested - \$12,000

**Current budgeted
effort**

\$106,500

Current

completion date: September 29, 2023

**This change
(variation)**

\$16,800

**Revised budgeted
effort total**

\$123,300

Revised

completion date:

September 29, 2023

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD

GHD Consulting Services Inc.



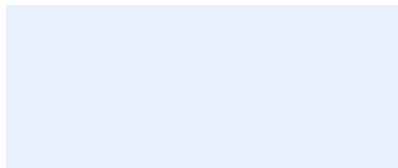
Kevin Castro, PE

President

August 1, 2023

Client

City of Watertown, NY



Kenneth Mix

City Manager

Date:

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Amendment No. 4 to the Professional Services Agreement with GHD Consulting Services, Inc. for Western Outfall Trunk Sewer Manhole Rehabilitation – Phase 1

At the November 19, 2018 meeting, the City Council approved a Professional Service Agreement and Amendment No. 1 of that agreement with the GHD Consulting Services, Inc. for engineering and preliminary design services for the evaluation of the infiltration and inflow into Western Outfall Trunk Sewer.

At the April 4, 2022, City Council meeting, the Council approved Amendment No. 2 in the amount of \$16,500, for design services to prepare design plans and specifications for the repair and rehabilitation of 63 manholes.

At the August 1, 2022, City Council meeting, the Council approved Amendment No. 3 for the bid, construction contract administration and inspection services for the project for a cost of \$36,500.

At the September 6, 2022, City meeting, the Council approved the Contract with National Water Main Corp. for the repair of 63 manholes in the amount of \$196,550.

GHD has now submitted Amendment No. 4 in the amount of \$16,700 more for additional construction administration and inspection services. The request is due to changes in the condition of the manholes from when the inspections were done in 2019, and material delivery and work progress delays.

Funding for this change order is from the bond ordinance approved on September 6, 2022.

Attached for City Council consideration is a resolution approving Amendment No. 4.

RESOLUTION

Page 1 of 2

Approving Amendment No. 4 to the Professional Services Agreement with GHD Consulting Services, Inc. for Western Outfall Trunk Sewer Manhole Rehabilitation – Phase 1

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS on November 19, 2018, the City Council approved a Professional Services Agreement and Amendment No. 1 of that agreement with GHD Consulting Services, Inc., for design services to evaluate the Western Outfall Trunk Sewer (WOTS) for infiltration and inflow, selective pipe investigations, sewer manhole inspections, flow metering, sewer modeling and preliminary design concepts, and

WHEREAS GHD Consulting identified 63 manholes on the WOTS that need repair and rehabilitation, and

WHEREAS on April 4, 2022, the City Council approved the Professional Services Agreement Amendment No. 2 with GHD Consulting Services, Inc. in the amount of \$16,500 to prepare design plans and specifications for the repair and rehabilitation of the 63 manholes identified, and

WHEREAS on August 1, 2022, the City Council approved the Professional Services Agreement Amendment No. 3 with GHD Consulting Services, Inc. in the amount of \$36,500 for the bid and construction administration of the project, and

WHEREAS on September 6, 2022, the City Council approved the Contract with National Water Main Corp. for the repair of the 63 manholes, and

WHEREAS GHD has submitted a proposal for Amendment No. 4 of the Agreement for additional construction administration and inspection services for the project for a cost of \$16,700,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 4 of the Professional Service Agreement with GHD Consulting Services, Inc. in the amount of \$16,700, a copy of which is attached and made part of this Resolution, and

RESOLUTION

Page 2 of 2

Approving Amendment No. 4 to the Professional Services Agreement with GHD Consulting Services, Inc. for Western Outfall Trunk Sewer Manhole Rehabilitation – Phase 1

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute the Professional Service Agreement on behalf of the City of Watertown.

Seconded by



Q1403 Amendment No. 4

This Amendment/Change is effective this August ____, 2023, (the "Effective Date") between GHD Consulting Services Inc. (hereinafter "GHD") and City of Watertown, New York (hereinafter "Client"). In consideration of the mutual promises set forth herein, GHD and Client agree to modify the project details for the Original Agreement between GHD and Client referenced herein.

Project details

Project name:	WOTS Manhole Rehabilitation – Phase 1	Project number:	12576371
Effective Date of Original Agreement:	November 20, 2018	Project Manager:	Jon Putnam, PE

Description of proposed change: Additional Engineering Services

The following services are additional services based on construction (material delivery) delays, construction contract time extension, and changing field (manhole) conditions upon results of manhole pre-rehab inspections.

Construction Contract Administration

1. Services in connection with coordination and work change directives with Contractor to reflect MH rehabilitation changes required for differing manhole structural conditions, since the 2019 MH Inspections were performed.
2. Services resulting from construction delays, as a direct result of material delivery delays (manhole frames and covers) and work progress delays.
3. Services during Construction Phase rendered after the original date for construction completion of the Work. GHD Amendment No. 3 Construction Contract Administration task work was originally scheduled to be completed by June 30, 2023, and was extended to August 27, 2023. Engineer is entitled to an equitable increase in compensation if Construction Phase services (including Construction Observation services, if any) are required after the original date for completion and readiness for final payment as set forth in the Construction Contract. Original Substantial Completion date was scheduled for May 21, 2023, and was extended to August 11, 2023, and original Final Completion date was scheduled for June 30, 2023, and was extended to September 27, 2023.

Construction Contract Administration engineering services original estimated hourly budget of \$8,600 was exceeded as a result of additional coordination with changes in manhole rehabilitation techniques and construction delays.

Construction Contract Administration Budget Increase Requested - \$4,700

Resident Project Representative

Resident Project Construction Observation Budget was based on 180 budgeted hours during the construction contract duration. GHD is currently at budget under this task.

Any additional Construction Observation services beyond the 180 budgeted hours, if needed, will be billed at standard hourly rates, plus any applicable expenses, in accordance with Amendment No. 3. It is estimated an additional 100 hours will be required to complete this task based on progress of work and work that remains to be completed.

Resident Project Representative Budget Increase Requested - \$12,000

Current budgeted effort \$53,000

Current completion date: July 2023

This change (variation) \$16,700

Revised budgeted effort total \$69,700

Revised completion date: September 27, 2023

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD

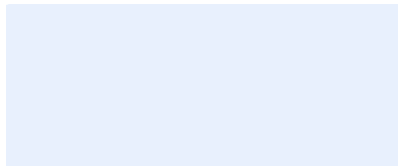
GHD Consulting Services Inc.



Kevin Castro, PE
President
August 1, 2023

Client

City of Watertown, NY



Kenneth Mix
City Manager
Date:

August 28, 2023

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2023 Homebuyer Program

The Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2023 that was adopted by the City Council on May 1, 2023, included \$196,000 for a homebuyer program. The program will assist income eligible homebuyers in paying for the purchase and rehabilitation of approximately six (6) homes in the City. Financial assistance will be available to help low- and moderate-income individuals pay for closing costs as well as minor home improvements in 1-4 unit homes.

A sub-recipient agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2023 Homebuyer Program has been drafted and is attached for Council's review. Neighbors of Watertown, Inc. will administer the project, complying with CDBG regulations and ensuring the units are occupied by low- and moderate-income persons. Approximately 8 percent of the total grant or \$15,000 is budgeted for administration and program delivery, while the remainder of the budget will be used for required environmental testing and to assist first time homebuyers with the purchase and minor rehabilitation of homes within the city.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the Community Development Block Grant (CDBG) Sub-recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2023 Homebuyer Program

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown's Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2023 includes funding for the purchase and rehabilitation of approximately six (6) housing units to income eligible homebuyers within the City of Watertown, and

WHEREAS the Annual Action Plan identifies the Homebuyer Program to be \$196,000 in funding for the purchase, rehabilitation, administration, and program delivery, and

WHEREAS Neighbors of Watertown, Inc. will serve as the Sub-Recipient of the funds for program administration, and

WHEREAS a Sub-Recipient Agreement between the City of Watertown and Neighbors of Watertown, Inc. for the CDBG funds has been prepared,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Sub-Recipient Agreement with the Neighbors of Watertown, Inc. for the 2023 Homebuyer Program, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Kenneth A. Mix, is hereby authorized and directed to sign the Sub-Recipient Agreement on behalf of the City Council for the 2023 Homebuyer Program.

Seconded by

**SUB-RECIPIENT AGREEMENT
BETWEEN
CITY OF WATERTOWN, NY
AND
NEIGHBORS OF WATERTOWN, INC.
FOR
2023 HOMEBUYER PROGRAM**

THIS AGREEMENT, entered this _____ day of _____, 2023 by and between the City of Watertown (herein called the “Grantee”) and Neighbors of Watertown, Inc. (herein called the “Sub-recipient”).

WHEREAS, the Grantee has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; otherwise known as the Community Development Block Grant Program, and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient is responsible for delivering the Grantee’s 2023 Community Development Block Grant Homebuyer Program. The Sub-recipient shall administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

B. Principal Tasks

The major goal of the Sub-recipient’s efforts under this Agreement will be the closing of at least six (6) income eligible homebuyer housing units. Toward that goal, the major tasks that the Sub-recipient will perform include, but are not necessarily limited to, the following:

1. Homebuyer program guidelines, administrative procedures, plans and forms:

The Sub-recipient will administer the program using the Homebuyer Program Guidelines established by the Grantee, including but not limited to applicant eligibility requirements, priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies, as well as the administrative procedures (including but not limited to the verification of eligibility, inspection, work write-up and contractor

selection, construction administration and payments). The Sub-recipient will establish other necessary forms, documents, or sample contracts for administration of the program, subject to approval by the Grantee.

2. **Outreach:** The Sub-recipient will conduct sufficient advertisement of the homebuyer program and other forms of outreach to ensure that eligible applicants are made aware of the program and how to participate in order to meet the housing goal stated in this agreement.
3. **Intake/assessment of eligibility:** The Sub-recipient will assist potential property owners in the completion of applications to permit eligibility determinations for homebuyer assistance. The Sub-recipient will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Sub-recipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services. Initial eligibility determination of households/structures will be made by the Sub-recipient on the basis of satisfaction of income, when all the required eligibility documentation is provided. Homebuyers will be assisted on a first come, first ready basis.
4. **Environmental Review:** The Grantee will retain all environmental review responsibilities subject to 24 CFR Part 52, as stated explicitly in Section VII, and will bear all accountability for environmental compliance under HUD monitoring. Grantee staff will complete all HUD environmental review forms and procedures. For tiered reviews, this will include both the broad-level environmental review and all site-specific reviews that follow.

In the course of completing environmental reviews, the Grantee may require site specific information from the Sub-recipient. Such information may include, but is not limited to, proof of compliance with any statute, executive order or regulation where compliance was not achieved at the broad level of review. The Grantee may request any information necessary for the completion of an environmental review at any time, and the Sub-recipient is responsible for providing accurate and complete documentation. The Sub-recipient shall not authorize the start of any project until notified by the Grantee that the environmental review of the project has been completed.

5. **Work write-ups:** For each eligible unit to be assisted, the Sub-recipient will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.
6. **Lead Based Paint:** For each eligible unit to be assisted that was built prior to 1978, the Sub-recipient will take steps to ensure compliance with Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart B, including but not limited to testing of painted surfaces to identify lead based paint hazards, a plan for

addressing any identified hazards in the work plan, assurance that work that disturbs painted surfaces where lead-based paint is identified is performed by contractors who are trained to use “safe work practices” and performance of a “clearance inspection” at the completion of the project to assure that no dust is present that is contaminated with lead based paint. Additionally, all owners and tenants of the properties of will be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

7. **Asbestos:** For each eligible unit to be assisted, the Sub-recipient will take steps to ensure compliance with the reporting requirements of the Clean Air Act as well as with all survey, reporting and removal requirements contained within 12 NYCRR Part 56.
8. **Bank financing:** For those applicants required to secure a portion of the mortgage financing or financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Sub-recipient agrees to provide assistance to applicants when applying for such complementary financing.
9. **Solicitation and selection of contractors:** The Sub-recipient will assist approved applicants in the identification, solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Sub-recipient will use the approved forms and contract formats and will ensure the description of the work contained in any contracts with contractors is accurate and complete. The Sub-recipient also agrees to ensure work-write ups are thorough and detailed in order for contractors to create a reasonable bid on the project.
10. **Periodic and final inspections:** The Sub-recipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner’s written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. A final inspection will be done by the Sub-recipient and signed by the property owner prior to final payment to the contractor.
11. **Approval of contractor payments:** As rehabilitation progresses and invoices are submitted by contractors, the Sub-recipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.
12. **Maintenance of case files and other records:** For each applicant, the Sub-recipient will maintain case files, including application and documentation of

eligibility, work write-ups, the assistance agreement between the property owner and Sub-recipient (along with repayment/ recapture provisions), documentation of liens and any other forms of security, lead based paint reports and notifications, contractor selection criteria, copy of contract between owner and contractors, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Sub-recipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Sub-recipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII B2 of this Agreement.

C. National Objectives

All activities funded with CDBG funds must meet at least one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activity (ies) carried out under this Agreement will benefit low- and moderate-income persons by offering financing to support the purchase of homes that are occupied by low- or moderate-income households.

The occupants of each home must qualify with household income not exceeding the HUD Section 8 Income Limits. Therefore, all assistance provided in the form of homebuyer financing and all activity delivery expenses will directly benefit low- or moderate-income persons.

D. Levels of Accomplishment – Goals and Performance Measures

The Sub-recipient agrees to the closing of at least six (6) income eligible homebuyer housing units.

E. Staffing

Compliance with all CDBG regulations and requirements and implementation of the Homebuyer Program will be carried out by the following staff that will be assigned as key personnel and will carry out and will be responsible for their assigned tasks:

Staff Member Title	General Program Duties
Reginald Schweitzer, Director	Overall administration of the Program activities; General program oversight and administration;
Laurie Barber, Housing Program Director	Assist with revision of forms and procedures; outreach; intake and eligibility determinations; direct the mailing of letters to potential clients, mailing of program handbooks and pre-applications; receive and review applications, interview and verify documentation for qualifying applicants, schedule inspection, supervision of Housing Rehab Coordinator; submission of approved contractor invoices; prepare reports and draws, revision of forms and procedures; assist with securing bank financing, maintain all program records and required grant documentation; ensure compliance upon completion
Gene Bolton, Housing Rehab Coordinator	Stay abreast of rehabilitation costs, materials and best practices; qualify all contractors; inspect each property to determine the scope of rehabilitation required; work write-ups; assist owner in preparing bid packages, solicitation of contractors; assist owner in selecting contractor based on lowest, qualified bid, approval of contractor selection; monitor work in progress; inspect work for compliance with specifications, close out projects, submit progress and final payments; inspect property to ensure compliance throughout the compliance period;
Sarah Millard, Fiscal Director	Financial Records

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

F. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

A. Contract Term.

Services of the Sub-recipient shall start on September 6, 2023 and end on December 31, 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

B. Project Schedule.

The Sub-recipient will perform the described homebuyer tasks and complete the rehabilitation of eligible units in conformance with the schedule below.

Activity	Planned Finish Date
Marketing/Outreach	On-going
Applications/Eligibility Determination	On-going
Awards/Project Selection	On-going
Contracts	On-going
25% of Funds Committed	July 2024
50% of Funds Expended	January 2025
100% of Funds Expended	November 2025
Project Closeout	December 2025

III. BUDGET

A. Line-Item Budget

The following is the budget for the homebuyer program to be administered by the Sub-recipient.

Homebuyer loans	\$ 166,000.00
Environmental Testing Fees	\$ 15,000.00
Administration and Program Delivery	\$ 15,000.00
TOTAL	\$ 196,000.00

B. Indirect Costs

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

IV. PAYMENT

A. Subgrant Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$196,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Section III herein and in accordance with performance.

B. Direct Rehabilitation Expenses.

Payments to contractors should be made on the basis of work completed, with at least 10 percent retained until final inspection and sign-off of the completed rehabilitation by the Sub-recipient's staff and property owner.

*Payment schedules based on number of inspections throughout the process will work, but not an actual schedule as construction timelines can vary based on a number of factors encountered throughout the process.

C. Operation & Administration Expenses

Expenses for general administration shall also be paid against the line-item budgets specified in Section III and in accordance with performance.

D. Financial Management Certification

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Michael Lumbis, Planning & Community Development Director
City of Watertown
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7741
Fax: (315) 782-9014

Sub-recipient

Reginald J. Schweitzer, CEO/Executive Director
Neighbors of Watertown, Inc.
112 Franklin Street
Watertown, NY 13601
(315) 782-8497
(315) 782-0102

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical

insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall provide the Grantee with proof of the above insurances and bond, reflecting that the City of Watertown is the loss payee for such coverages, and shall also provide a Certificate of Insurance which reflects that the City is an additional insured on its Commercial General liability (CGL) Insurance and that the City of Watertown will be provided with at least 30 days notice, by the insurer, of any intent to cancel or discontinue the Sub-recipient's coverage.

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the

Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR 200.400-419 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report as needed all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The Sub-recipient will not use any program income. All program income will be returned to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit monthly Progress Reports to the Grantee in the form and with the content required by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the greater Watertown area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-315 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled

to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent,

or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making 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;
- b. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Watertown, New York

By: _____
Kenneth A. Mix, City Manager

Neighbors of Watertown, Inc.

By: _____
Reginald J. Schweitzer, Executive Director

August 28, 2023

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Approving the Community Development Block Grant (CDBG) Sub-recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2023 Owner Occupied Rehabilitation Program

The Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2023 that was adopted by the City Council on May 1, 2023, included \$196,000 to pay for the rehabilitation of approximately six (6) substandard housing units in the City of Watertown. Financial assistance will be available to help low- and moderate-income homeowners pay for the cost of home improvements in 1-4 unit homes.

A sub-recipient agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2023 Owner Occupied Rehabilitation Program has been drafted and is attached for Council's review. Neighbors of Watertown, Inc. will administer the project, complying with CDBG regulations and ensuring the units are occupied by low- and moderate-income persons. Approximately eight percent of the total budget or \$15,000 is budgeted for administration and program delivery while the remainder of the budget will be used for required environmental testing and for the rehabilitation of substandard homes within the city.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the Community Development Block Grant (CDBG) Sub-recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2023 Owner-Occupied Rehabilitation Program

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown's Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2023 includes funding for the rehabilitation of approximately six (6) substandard housing units within the City of Watertown, and

WHEREAS the Annual Action Plan identifies the Owner-Occupied Rehabilitation activity to be \$196,000 in funding for rehabilitation, administration, and program delivery, and

WHEREAS Neighbors of Watertown, Inc. will serve as the Sub-Recipient of the funds for program administration, and

WHEREAS a Sub-Recipient Agreement between the City of Watertown and Neighbors of Watertown, Inc. for the CDBG funds has been prepared,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Sub-Recipient Agreement for program administration with the Neighbors of Watertown for the 2023 Owner Occupied Rehabilitation Program, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Kenneth A. Mix, is hereby authorized and directed to sign the Sub-Recipient Agreement and all contracts associated with implementing the award to Neighbors of Watertown, Inc. for the 2023 Owner-Occupied Rehabilitation Program.

Seconded by

**SUB-RECIPIENT AGREEMENT
BETWEEN
CITY OF WATERTOWN, NY
AND
NEIGHBORS OF WATERTOWN, INC.
FOR
2023 OWNER OCCUPIED REHABILITATION PROGRAM**

THIS AGREEMENT, entered this _____ day of _____, 2023 by and between the City of Watertown (herein called the “Grantee”) and Neighbors of Watertown, Inc. (herein called the “Sub-recipient”).

WHEREAS, the Grantee has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; otherwise known as the Community Development Block Grant Program, and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICES

A. Activities

The Sub-recipient is responsible for delivering the Grantee’s 2023 Community Development Block Grant Owner Occupied Rehabilitation Program. The Sub-recipient shall administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

B. Principal Tasks

The major goal of the Sub-recipient’s efforts under this Agreement will be the completion of the rehabilitation of at least six (6) eligible owner-occupied housing units. All target areas and locations throughout the City of Watertown will be considered based on the need of the participating homeowners. Toward that goal, the major tasks that the Sub-recipient will perform include, but are not necessarily limited to, the following:

- 1. Housing rehabilitation program guidelines, administrative procedures, plans and forms:** The Sub-recipient will administer the program using the Owner-Occupied Rehabilitation Program Guidelines established by the Grantee, including but not limited to applicant eligibility requirements, priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies, as well as the administrative procedures

(including but not limited to the verification of eligibility, inspection, work write-up and contractor selection, construction administration and payments). The Sub-recipient will establish other necessary forms, documents or sample contracts for administration of the program, subject to approval by the Grantee.

2. **Outreach:** The Sub-recipient will conduct sufficient advertisement of the housing rehabilitation program and other forms of outreach to ensure that eligible applicants are made aware of the program and how to participate in order to meet the housing rehabilitation goal stated in this agreement.
3. **Intake/assessment of eligibility:** The Sub-recipient will assist property owners in the completion of applications to permit eligibility determinations for rehabilitation assistance. The Sub-recipient will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Sub-recipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services. Initial eligibility determination of households/structures will be made by the Sub-recipient on the basis of satisfaction of income requirements (single-unit structures must be owner occupied by a low- and moderate-income household; if a two-unit structure, at least one must be so occupied; and if three or four units in a structure, at least 51 percent of the units must be occupied by low- and moderate-income households [at affordable rents, where applicable] according to the most current income limits established by HUD), the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies, and any other pertinent criteria set forth in the approved program design.
4. **Environmental Review:** The Grantee will retain all environmental review responsibilities subject to 24 CFR Part 52, as stated explicitly in Section VII, and will bear all accountability for environmental compliance under HUD monitoring. Grantee staff will complete all HUD environmental review forms and procedures. For tiered reviews, this will include both the broad-level environmental review and all site-specific reviews that follow.

In the course of completing environmental reviews, the Grantee may require site specific information from the Sub-recipient. Such information may include, but is not limited to, proof of compliance with any statute, executive order or regulation where compliance was not achieved at the broad level of review. The Grantee may request any information necessary for the completion of an environmental review at any time, and the Sub-recipient is responsible for providing accurate and complete documentation. The Sub-recipient shall not authorize the start of construction on any project until notified by the Grantee that the environmental review of the project has been completed.

5. **Work write-ups:** For each eligible unit to be assisted, the Sub-recipient will complete a detailed work write-up of the rehabilitation to be performed, including

estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.

6. **Lead Based Paint:** For each eligible unit to be assisted that was built prior to 1978, the Sub-recipient will take steps to ensure compliance with Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart B, including but not limited to testing of painted surfaces to identify lead based paint hazards, a plan for addressing any identified hazards in the work plan, assurance that work that disturbs painted surfaces where lead-based paint is identified is performed by contractors who are trained to use “safe work practices” and performance of a “clearance inspection” at the completion of the project to assure that no dust is present that is contaminated with lead based paint. Additionally, all owners and tenants of the properties of will be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.
7. **Asbestos:** For each eligible unit to be assisted, the Sub-recipient will take steps to ensure compliance with the reporting requirements of the Clean Air Act as well as with all survey, reporting and removal requirements contained within 12 NYCRR Part 56.
8. **Bank financing:** For those applicants required to secure a portion of the financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Sub-recipient agrees to provide assistance to applicants when applying for such complementary financing.
9. **Solicitation and selection of contractors:** The Sub-recipient will assist approved applicants in the identification, solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Sub-recipient will use the approved forms and contract formats and will ensure the description of the work contained in any contracts with contractors is accurate and complete. The Sub-recipient also agrees to ensure work-write ups are thorough and detailed in order for contractors to create a reasonable bid on the project.
10. **Periodic and final inspections:** The Sub-recipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner’s written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. A final inspection will be done by the Sub-recipient and signed by the property owner prior to final payment to the contractor.

11. **Approval of contractor payments:** As rehabilitation progresses and invoices are submitted by contractors, the Sub-recipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.
12. **Maintenance of case files and other records:** For each applicant, the Sub-recipient will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and Sub-recipient (along with repayment/ recapture provisions), documentation of liens and any other forms of security, lead based paint reports and notifications, contractor selection criteria, copy of contract between owner and contractors, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Sub-recipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Sub-recipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII B2 of this Agreement.

C. National Objectives

All activities funded with CDBG funds must meet at least one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activity (ies) carried out under this Agreement will benefit low- and moderate-income persons by offering financing to support the rehabilitation of substandard homes and apartments that are occupied by low or moderate income households. For activities benefiting low- and moderate-income persons, the Sub-recipient must adopt and make public the grantee's standards for determining that for housing assisted under the program, the rents of units occupied by low- and moderate-income persons are "affordable."

The occupants of each home must qualify with household income not exceeding the HUD Section 8 Income Limits. Therefore, all assistance provided in the form of rehabilitation financing and all activity delivery expenses will directly benefit low or moderate income persons.

D. Levels of Accomplishment – Goals and Performance Measures

The Sub-recipient agrees to rehabilitate at least six (6) housing units.

E. Staffing

Compliance with all CDBG regulations and requirements and implementation of the Owner- Occupied Rehabilitation Program will be carried out by the following staff that will be assigned as key personnel and will carry out and will be responsible for their assigned tasks:

Staff Member Title	General Program Duties
Reginald Schweitzer, Executive Director	Overall administration of the Program activities; General program oversight and administration;
Laurie Barber, Housing Program Director	Assist with revision of forms and procedures; outreach; intake and eligibility determinations; direct the mailing of letters to potential clients, mailing of program handbooks and pre-applications; receive and review applications, interview and verify documentation for qualifying applicants, schedule inspection, supervision of Housing Rehab Coordinator; submission of approved contractor invoices; prepare reports and draws, revision of forms and procedures; qualify potential tenants upon completion, maintain all program records and required grant documentation; ensure compliance upon completion
Gene Bolton, Housing Rehab Coordinator	Stay abreast of rehabilitation costs, materials and best practices; qualify all contractors; inspect each property to determine the scope of rehabilitation required; work write-ups; assist owner in preparing bid packages, solicitation of contractors; assist owner in selecting contractor based on lowest, qualified bid, approval of contractor selection; monitor work in progress; inspect work for compliance with specifications, close out projects, submit progress and final payments; inspect property to ensure compliance throughout the compliance period;
Sarah Millard, Fiscal Director	Financial Records

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

F. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

A. Contract Term.

Services of the Sub-recipient shall start on September 6, 2023 and end on December 31, 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

B. Project Schedule.

The Sub-recipient will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the schedule below.

Activity	Planned Finish Date
Marketing/Outreach	On-going
Applications/Eligibility Determination	On-going
Awards/Project Selection	On-going
Contracts	On-going
25% of Funds Committed	July 2024
50% of Funds Expended	January 2025
100% of Funds Expended	November 2025
Project Closeout	December 2025

III. BUDGET

A. Line Item Budget

The following is the budget for the housing rehabilitation program to be administered by the Sub-recipient.

Rehabilitation Loans and Grants	\$ 166,000.00
Environmental Testing Fees	\$ 15,000.00
Administration and Program Delivery	\$ 15,000.00
TOTAL	\$196,000.00

B. Indirect Costs

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

IV. PAYMENT

A. Subgrant Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$196,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Section III herein and in accordance with performance.

B. Direct Rehabilitation Expenses.

Payments to contractors should be made on the basis of work completed, with at least 10 percent retained until final inspection and sign-off of the completed rehabilitation by the Sub-recipient's staff and property owner.

*Payment schedules based on number of inspections throughout the process will work, but not an actual schedule as construction timelines can vary based on a number of factors encountered throughout the process.

C. Operation & Administration Expenses

Expenses for general administration shall also be paid against the line-item budgets specified in Section III and in accordance with performance.

D. Financial Management Certification

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Michael Lumbis, Planning & Community Development Director
City of Watertown
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7741
Fax: (315) 782-9014

Sub-recipient

Reginald Schweitzer, CEO/Executive Director
Neighbors of Watertown, Inc.
112 Franklin Street
Watertown, NY 13601
(315) 782-8497
(315) 782-0102

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from

payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall provide the Grantee with proof of the above insurances and bond, reflecting that the City of Watertown is the loss payee for such coverages, and shall also provide a Certificate of Insurance which reflects that the City is an additional insured on its Commercial General liability (CGL) Insurance and that the City of Watertown will be provided with at least 30 days' notice, by the insurer, of any intent to cancel or discontinue the Sub-recipient's coverage.

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the

Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited), to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR 200.400-419 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report as needed all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The Sub-recipient will not use any program income. All program income will be returned to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit monthly Progress Reports to the Grantee in the form and with the content required by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the greater Watertown area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-315 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d)

governing optional relocation policies. The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794),

which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all

contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 contract, the making of any Federal grant, the making 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;
- b. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Watertown, New York

By: _____
Kenneth A. Mix, City Manager

Neighbors of Watertown, Inc.

By: _____
Reginald J. Schweitzer, Executive Director

To: The Honorable Mayor and City Council

From: Jennifer Voss, Senior Planner

Subject: Approving Community Development Block Grant (CDBG) Grant Agreement with United Way of Northern New York for the 2023 Watertown City School District Food 4 Families Program

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on May 1, 2023 included \$8,000 to pay for food and associated supplies in support of the Food 4 Families Program in the Watertown City School District. The food will be made available to low- and moderate-income families with children attending schools within the district.

An agreement between the City of Watertown and United Way of Northern New York, Inc. for the grant has been drafted and is attached. United Way will receive the funds and purchase food for the program from the Central New York Food Bank, complying with all CDBG regulations and providing the City with a complete financial report on the use of grant funds.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving Community Development Block Grant (CDBG) Grant Agreement with United Way of Northern New York for the 2023 Watertown City School District Food 4 Families Program

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown's Community Development Block Grant (CDBG) Annual Action Plan for program year 2023 includes support for the Food 4 Families Program in the Watertown City School District, and

WHEREAS the Action Plan identifies the Food 4 Families activity to be \$8,000 in funding for food and associated supplies, and

WHEREAS the recipient of funds for the Food 4 Families Program will be the United Way of Northern New York, Inc., and

WHEREAS a Grant Agreement between the City of Watertown and United Way of Northern New York, Inc. for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with United Way of Northern New York, Inc., a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Kenneth A. Mix, is hereby authorized and directed to sign the Grant Agreement and all contracts associated with implementing the award to United Way of Northern New York, Inc. for the 2023 Food 4 Families Program.

Seconded by

GRANT AGREEMENT

This Grant Agreement ("***Grant Agreement***") is made this ____ day of _____, 2023, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "***Grantor***"), and **UNITED WAY OF NORTHERN NEW YORK**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the "***Grantee***").

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-23-MC-36-0121 dated July 19, 2023.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of Eight Thousand Dollars and 00/100 (\$8,000.00) Dollars (hereinafter referred to as the "***Grant Funds***") to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies ("***Grant Purposes***") incurred by the Grantee in support of the Watertown City School District Food 4 Families program (the "***Project***").

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes.

Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of

Community Development Block Grant funds for the Project, including but not limited to number of persons assisted and income verification.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the food and associated supplies.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee agrees that Grant Funds will be used to purchase food in support of the Watertown City School District Food 4 Families Program which will be made available to low and moderate income persons, as defined by HUD.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

UNITED WAY OF NORTHERN NEW YORK, a a
501 (c)(3) Not-For-Profit Organization

By: Dawn Cole
Its: CEO

CITY OF WATERTOWN

By: Kenneth A. Mix
Its: City Manager

August 28, 2023

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Grant Agreement with Transitional Living Services of Northern New York, for CDBG Funding for the 518 Pine Street Single-Room Occupancy (SRO) Program

The Community Development Block Grant (CDBG) 2023 Annual Action Plan that was adopted by the City Council on May 1, 2023, included \$25,000 in funds to support the 518 Pine Street Single-Room Occupancy (SRO) project operated by Transitional Living Services of Northern New York.

The Grant Funds will be used to help pay for the salary of a Case Manager to support the Single Room Occupancy Program (SRO) at 518 Pine Street, an 18-bed facility that provides safe, supervised, transitional housing to individuals experiencing homelessness. Case Managers link and refer individuals to supportive services which may include but not be limited to treatment for mental illness and/or addiction, employment and/or mainstream benefits. The program identifies an individual's need not only for housing but also securing other resources needed to maintain housing stability such as food security, health insurance, vocational and education support, medical treatment, transportation, clothing and social connectedness.

An agreement between the City of Watertown and Transitional Living Services of Northern New York has been drafted and is attached for City Council consideration. Transitional Living will comply with all CDBG regulations and provide the City with a complete financial report on the use of grant funds.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the Grant Agreement with Transitional Living Services of Northern New York, for CDBG Funding for the 518 Pine Street Single-Room Occupancy (SRO) Program

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown's Community Development Block Grant (CDBG) Annual Action Plan for program year 2023 includes funding to support the Single-Room Occupancy Program at 518 Pine Street, and

WHEREAS the Action Plan identifies the 518 Pine Street Single-Room Occupancy Program to be \$25,000 in funding to help support a Case Manager salary to provide supportive services to individuals experiencing homelessness, and

WHEREAS the recipient of funds for the 518 Pine Street Single-Room Occupancy Program will be Transitional Living Services of Northern New York, and

WHEREAS a Grant Agreement between the City of Watertown and Transitional Living Services of Northern New York for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with Transitional Living Services of Northern New York, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Kenneth A. Mix, is hereby authorized and directed to sign the Grant Agreement and all contracts associated with implementing the award to Transitional Living Services of Northern New York for the 2023, 518 Pine Street Single-Room Occupancy Program.

Seconded by

GRANT AGREEMENT

This Grant Agreement (“***Grant Agreement***”) is made this ____ day of _____, 2023, by and between the **City of Watertown**, a municipal corporation of the State of New York (hereinafter referred to as the “***Grantor***”) with offices at 245 Washington Street, Watertown, New York 13601, and **Transitional Living Services of Northern New York**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the “***Grantee***”) with offices at 482 Black River Parkway, Watertown, New York 13601.

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-23-MC-36-0121 dated July 19, 2023.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from its Community Development Block Grant funds in the amount of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) (hereinafter referred to as the “***Grant Funds***”) to Grantee for the purposes and uses set forth in this Grant Agreement.

The Grant Funds shall be used exclusively to support the **Single Room Occupancy Program** (the “***Program***”) at **518 Pine Street** operated by the Grantee, an 18-bed facility which provides safe, supervised, transitional housing to individuals experiencing homelessness. Case Managers link and refer individuals to supportive services which may include but not be limited to treatment for mental illness and/or addiction, employment and/or mainstream benefits. The program identifies an individual’s need not only for housing but also securing other resources

needed to maintain housing stability such as food security, health insurance, vocational and education support, medical treatment, transportation, clothing and social connectedness.

Grant Funds shall be used to pay for the salary of a case manager (“*Grant Purposes*”) in support of the Program. Payment of grant funds to the Grantee shall be made on a reimbursement basis as expenses are incurred and claims are submitted. Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent, including but not limited to payroll records, invoices, vouchers, receipts, etc. Reimbursement shall be made by the Grantor to the Grantee no more frequently than a monthly basis.

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes. All grant funds must be spent by December 31, 2025.

Grantee agrees to provide any information required for Grantor to comply with all federal regulations that apply to the use of CDBG funds for the Program, including but not limited to number of persons assisted and information on race and ethnicity.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap, or family status in the implementation of the program.

Grantee agrees that no officer, employee, or agent of the Grantor who exercises any control or influence in connection with the Program will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Program. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Program.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate

counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

Transitional Living Services of Northern
New York, a 501 (c)(3) Not-For-Profit
Organization

By: Maureen Cean
Its: Executive Director

CITY OF WATERTOWN

By: Kenneth A. Mix
Its: City Manager

Res. No. 8

August 29, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 1 with Vector Construction Corporation for Vanduzee Street Bridge Repairs

The City Council awarded the contract for the Vanduzee Bridge Repairs to Vector Construction Corporation for \$720,982.50 on April 17, 2023.

Additional deteriorated concrete deck areas were discovered as described in the attached letter from C&S Engineers, Inc. Vector Construction has agreed to complete the work for \$165,000. This Change Order will bring the total Contract Price \$885,982.50.

A resolution approving Change Order No. 1 has been prepared for City Council consideration.



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
p: (315) 455-2000
p: (315) 455-9667
www.cscos.com

8/29/2023

Thomas Maurer
Civil Engineer II
Room 305, City Hall
245 Washington Street
Watertown, NY 13601

Re: Rehabilitation of Van Duzee St. Bridge (BIN 2220210)
Extra work – Concrete Deck Repairs and Construction Inspection

File: 129.104.001

Dear Mr. Maurer:

This is in reference to the additional deteriorated concrete deck areas that have been discovered. The additional areas that require replacement include an additional 67 SF of full depth deck removal and 835 SF of rebar exposure. New superstructure concrete (902 SF) will replace these deteriorated removal areas. There are several required extra work items related to these concrete repair areas such as bridge railing removal and resetting.

We recommend that these repair areas be completed now in order to provide the longest remaining service life to the existing deck. Reasonable additional construction time should also be allotted to the contractor due to this extra work.

In addition to this concrete deck repair work, we are requesting addition construction inspection funds. These additional funds are needed to be able to account for the additional time for these deck repair areas, but also for full-time inspection that is needed due to the nature of rehabilitation projects. The original scope of work was only for part-time inspection, which is currently inadequate for the required effort to track and monitor the contractor's reconstruction efforts.

The breakdown of additional required costs is as follows:

Additional Concrete Deck Repair work:	\$ 165,000
Full-time Construction Inspection Effort:	<u>\$ 50,000</u>
	\$ 215,000

Details outlining the additional work are attached.

Please review and provide this information for City approval of this extra work.

Let me know if you have any questions.

Sincerely,

C&S ENGINEERS, INC.

A handwritten signature in blue ink that reads "James F. Craig". The signature is fluid and cursive, with a long, sweeping underline.

James F. Craig, P.E.
Project Manager

Cc: K. Tousley (C&S)
Project File

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 with
Vector Construction Corporation for
Vanduzee Street Bridge Repairs

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

Introduced by _____

WHEREAS the City desires to remove and replace bridge joints, perform localized painting to the steel superstructure and bearings, curb resetting, bridge railing resetting, and concrete deck and fascia repairs to the Vanduzee Street Bridge over Black River, and

WHEREAS on April 17, 2023, City Council approved an Agreement with Vector Construction Corporation for Repairs to the Vanduzee Street Bridge in the amount of \$720,982.50, and

WHEREAS on April 17, 2023, City Council approved an Agreement with C&S Engineers, Inc. for design and construction oversight of the Vanduzee Street Bridge Repairs, and

WHEREAS C&S Engineers, Inc. has recommended additional concrete deck repairs, and

WHEREAS Vector Construction Corporation has proposed to complete the additional concrete deck repairs for \$165,000.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order 1 in the amount of \$165,000 from Vector Construction Corporation, a copy of which is attached and made part of this resolution, for a Contract total of \$885,982.50, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Change Order on behalf of the City of Watertown.

Seconded by _____

Change Order

No. 1

Date of Issuance: August 30, 2023

Effective Date: September 5, 2023

Project: Element Specific Repairs to Vanduzee St. Bridge over Black River	Owner: City of Watertown	Owner's Contract No.:
Contract: Element Specific Repairs to Vanduzee St. Bridge over Black River		Date of Contract: April 27, 2023
Contractor: Vector Construction Corporation		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: The addition of spalled and delaminated areas that require replacement include an additional 67 SF of full depth deck removal and 835 SF of rebar exposure. New superstructure concrete (902 SF). Also extra work items related to these concrete repair areas such as bridge railing removal and resetting.

Attachments: (List documents supporting change): Bid Proposal submitted March 21, 2023.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
<u>\$720,982.50</u>	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
<u>\$N/A</u>	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
<u>\$N/A</u>	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Increase of this Change Order:	[Increase] [Decrease] of this Change Order:
<u>\$165,000</u>	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
<u>\$885,982.50</u>	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Res. No. 9

August 30, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Supplemental Consultant Agreement No. 2 with C&S
Engineers, Inc. – Vanduzee Street over Black River (BIN 2220210)
Bridge Maintenance Repairs

On February 16, 2021 the City Council approved a Professional Services Agreement with C&S Engineers, Inc. for the preliminary design of the rehabilitation of Vanduzee Street Bridge at a cost of \$10,000.

On April 17, 2023 the Council approved Supplemental Agreement No. 1 with C&S for \$90,000 for the final design and construction support.

C&S has submitted Supplemental Agreement No. 2 for additional services at a proposed cost of \$50,000, which will bring the total contract amount to \$150,000. Earlier in this agenda the Council considered Change Order No. 1 with Vector Construction Corporation for the bridge project. C&S will need additional time for monitoring the additional concrete deck repair. This also increases inspection from part-time to full-time.

A resolution approving Supplemental Consultant Agreement No. 2 has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Supplemental Consultant
Agreement No. 2 with C&S Engineers, Inc. –
Vanduzee Street over Black River
(BIN 2220210) Bridge Maintenance Repairs

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown is rehabilitating the Vanduzee Street Bridge, and

WHEREAS on February 16, 2021, City Council approved a Professional Services Agreement with C&S Engineers, Inc. for the preliminary design for the Bridge Rehabilitation in the amount of \$10,000, and

WHEREAS on April 17, 2023, City Council approved Supplemental Consultant Agreement No. 1 with C&S Engineers, Inc. for the final design and construction support for the Bridge Rehabilitation in an amount of \$90,000, and

WHEREAS C&S Engineers has now submitted Supplemental Consultant Agreement No. 2 in the amount of \$50,000 for the addition of full-time inspection,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Supplemental Consultant Agreement No. 2 in the amount of \$50,000, between the City of Watertown and C&S Engineers, Inc., a copy of which is attached and made a part of this resolution, bringing the total for the project to \$150,000, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

Seconded by _____

SUPPLEMENTAL CONSULTANT AGREEMENT NO. 2

**PROJECT: City of Watertown
Van Duzee Street over Black River (BIN 2220210)
Bridge Maintenance Repairs**

This Supplemental Agreement made this ___ day of _____ 20____, by and between the City of Watertown, New York (hereinafter referred to as the "MUNICIPALITY"), and C&S Engineers, Inc., (hereinafter referred to as the "CONSULTANT").

WITNESSETH: The MUNICIPALITY and the CONSULTANT have entered into a Consultant Agreement for Professional Services, dated February 17, 2021, and Supplemental Consultant Agreement No. 1, dated April 18, 2023 for the undertaking of the above titled project. The MUNICIPALITY and the CONSULTANT agree to amend said Agreement and Supplemental with this Supplemental Consultant Agreement No. 2 in accordance with the following amendments:

- AMENDMENT NO. 1:** The parties hereto agree that the maximum amount payable under the Agreement for Detailed Design and Construction Support Services, including profit, be increased from \$100,000.00 to \$150,000.00.
- AMENDMENT NO. 2:** Attachment "A" – Project Description and Funding – hereto is attached, added to, and made part of the Agreement.
- AMENDMENT NO. 3:** Attachment "B" – Scope of Services – hereto is attached, added to, and made part of the Agreement.
- AMENDMENT NO. 4:** Attachment "C" – Supplemental No. 2 Summary – hereto is attached, added to, and made part of the Agreement.

Except as amended hereby the Agreement and all terms and conditions contained therein between the MUNICIPALITY and CONSULTANT shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Consultant Agreement No. 1 has been executed by the MUNICIPALITY, acting by and through the _____, who has caused the seal of his office to be affixed hereto, and the CONSULTANT, by and through a duly authorized officer, has executed this Supplemental Consultant Agreement effective the day and year first above-written.

MUNICIPALITY
City of Watertown, NY

By: _____

Title: _____

Date: _____

CONSULTANT
C&S Engineers, Inc.

By:  _____
James F. Craig, P.E.

Title: Bridge Department Manager

Date: 8-28-23

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding
Professional Services

Term of Agreement Ends: December 31, 2024

BIN: 2220210

☐ Main Agreement ☐ Amendment to Agreement ☒ Supplement to Agreement

Phase of Project Consultant to work on:

☐ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Constr. Support

Dates or term of Consultant Performance:

Start Date: February 17, 2021

Finish Date: December 31, 2024

PROJECT DESCRIPTION:

This Supplemental Agreement is for additional Construction Support and Inspection Services for the construction of "Van Duzee Street over Black River Bridge Maintenance Repairs."

Refer to Attachment B, Scope of Services for further detail.

PROJECT LOCATION:

Van Duzee Street Bridge over Black River in the City of Watertown, Jefferson County, New York

Consultant Work Type(s): See Attachment "B" for detailed Task List/Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

Current Approved Agreement Amount:	<u>\$ 100,000</u>
Total Amount of this Supplemental Agreement:	<u>\$ 50,000</u>
Total Amended Agreement Amount:	<u>\$ 150,000</u>

Rehabilitation of Van Duzee Street over Black River (BIN 2220210)

CITY of WATERTOWN

Supplemental Agreement # 2 – Design Scope of Services

Table of Contents

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Section 8 Construction Support	2
Section 10 Estimating & Technical Assumptions	3

Section 8 - Construction Support / Inspection

Extra Construction Support / Inspection efforts and costs have been required, which includes additional site visits during construction and construction coordination. See below for further details.

8.01 Construction Support / Inspection

Additional time and funds are needed to be able to account for the additional time for monitoring the additional concrete deck repair areas, but also for full-time inspection that is needed due to the nature of rehabilitation projects. The original scope of work was only for part-time inspection, which is currently inadequate for the required effort to track and monitor the contractor's reconstruction efforts.

Work under this section will always be in response to a specific assignment from the Municipality under one of the tasks below:

- The Consultant will conduct on-site field visits as required during construction.

Not reimbursable under this Section are:

- N/A

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 8 Construction Support/Full-time Inspection

- 1) Perform on-site field visits as needed.

Full-time Construction Inspection is now included in this agreement. We have included adequate time to be able to make field visits to support the City and work with the Contractor. This includes an additional 33 days for field inspection including on-site material testing.

10.02 Technical Assumptions

The following technical assumptions are made to those in the scope of services, Section 8:

Section 8

1. Full time Construction Inspection is now included in this agreement. We have included adequate time to be able to make field visits to support the City and work with the Contractor.

Attachment C, Page 1

Supplemental #2 Summary

C&S Engineers, Inc.

Van Duzee Street over Black River

City of Watertown, Jefferson County

Design / Construction Support - Supplement No. 2

BIN 2220210

	Supplemental 1 Maximum Amount Payable	Requested Supplemental 2 Amount	Revised Maximum Amount Payable
DESIGN (See Attachment C Page 2)	\$ 40,829.25	\$ -	\$ 40,829.25
CONSTRUCTION SUPPORT (See Attachment C Page 3)	\$ 58,678.80	\$ 49,848.00	\$ 108,526.80
TOTAL	\$ 99,508.05	\$ 49,848.00	\$ 149,356.05
TOTAL REVISED MAP		\$ 90,000.00	\$ 189,508.05

Attachment C, Page 2

C&S Engineers, Inc.

Van Duzee Street over Black River
City of Watertown, Jefferson County
Design / Construction Support - Supplement No. 2
BIN 2220210

CONSTRUCTION SUPPORT SUMMARY OF ADDITIONAL EFFORT TO PROJECT COMPLETION

ITEM IA - SPECIFIC HOURLY RATES

Staff	Title	Rate	Hours	Item 1A		Task
				Direct	Technical Salary	
	Senior Project Engineer	\$ 142.50	0	\$	-	N/A
	Principal Engineer	\$ 212.40	0	\$	-	N/A
	Resident Engineer	\$ 186.00	268	\$	49,848.00	Const. Support (Site Visits, Recordkeeping)
				\$	49,848.00	

ITEM II - DIRECT-NON SALARY SUMMARY

Item	Rate	Miles	Cost	Description
			\$	-
			\$	-
			\$	-
ITEM IA			\$	49,848.00
ITEM II			\$	-
TOTAL EFFORT			\$	49,848.00
MAP			\$	-
EXPENDED TO DATE			\$	-
EFFORT TO PROJECT COMPLETION			\$	49,848.00
AMOUNT UNDER (OVER) BUDGET			\$	(49,848.00)

Tabled Resolution

August 29, 2023

TO: The Honorable Mayor and City Council

FROM: Kenneth A. Mix, City Manager

SUBJECT: Authorizing Granting of American Rescue Plan Act Funds to Hospice of Jefferson County, Inc.

This resolution was tabled on August 21, 2023. It authorizes granting \$225,000 to Hospice of Jefferson County, Inc. from American Rescue Plan Act funds.

The City Council adopted a resolution on August 16, 2021 stating that all ARPA funds would be spent on city improvements. The resolution also stated that the policy would be reviewed in one year to determine where the program was, what the spending had benefitted, and what other projects should be considered. All of the funds had been allocated by August of 2022.

A resolution authorizing granting funds to Hospice was defeated on September 7, 2021. The resolution stated that funding for their project was allowed pursuant to Section 35.6 (b) (1) (xvi) of the Department of Treasury's Interim Final Rule. The Final Rule was issued on January 27, 2022 to become effective on April 1, 2022. The section referenced in the resolution was no longer in the Rule.

The regulations related to construction were changed. They made it clear that upgrading existing ventilation systems is allowed in congregate facilities, but new construction is not. The ventilation put in the 4-bed addition was new construction. In Hospice's 2021 justification they stated that \$55,000 was for upgrades to the existing ventilation system. If that is the case, that expenditure may be eligible.

On December 29, 2022, amendments were made to the program that added three new eligible categories. This included anything that is eligible under Title I of the Community Development Block Grant program, as long as all of its regulations are met. Congregate facilities can be funded as long as 51% of their clients have low and moderate incomes. Also, the federal environmental review (NEPA) had to have been done before construction started.

RESOLUTION

Page 1 of 1

Authorizing Granting of American Rescue
Plan Act Funds to Hospice of Jefferson
County, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

WHEREAS the American Rescue Plan Act (ARPA) established the Coronavirus Local Fiscal Recovery Fund (CLFRF), and

WHEREAS the City of Watertown was allocated \$22,265,728 from CLFRF, which may be spent on eligible uses identified in ARPA and the rules promulgated by the U. S. Department of the Treasury, and

WHEREAS the City Council wishes to grant \$225,000 to Hospice of Jefferson County, Inc. from the CLFRF,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes granting up to \$225,000 of the City's allotted CLFRF funds to Hospice of Jefferson County for ventilation improvements, and

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to enter into an agreement with Hospice of Jefferson County that defines the allowed uses of the funds, explains how and when the funds will be disbursed, and states the documentation required before disbursement, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2023-24 and makes the following adjustment in the re-adopted General Fund Budget:

GENERAL FUND

A.0000.4089	Federal Aid, Other	<u>\$ 225,000</u>
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Total Expenditures		
A.4989.0430	Other Health – Contracted Services	<u>\$ 225,000</u>

Seconded by Council Member Patrick J. Hickey

Staff Report 1

August 30, 2023

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Hydro-Electric Plant Improvements

Mayor Smith requested this report of recent expenditures for improvements to the hydro-electric plant. Listed below are the expenditures that have been made over the last eleven years. The costs for those projects that are blank were not readily available.

2013/2014

- Purchased trash rack rake equipment \$ 242,857
- Performed toe dam inspection on Delano Island and diversion dams \$ 7,950
- Updated SCADA system
- Installed new fiber optic line to hydro

2014/2015

- Replaced all 12 of the plant's yard transformer feed cables \$ 107,000

2015/2016

- Upgraded the computer system, and some PLC cards. \$ 18,825

2017/2018

- Resurfaced intake chambers #1, #2, and #3 \$ 502,560
- Repaired trash racks in front of sluice gates
- Installed security cameras \$ 7,373
- Units 1 & 3 winding cleaning \$ 72,976
- Unit No. 2 winding cleaning \$ 28,630

2018/2019

- Upgraded entire excitation system \$ 482,378
- Repaired windings on Unit #1 \$ 337,835
- Crane repair \$ 7,125
- Inspected canal and forebay areas \$ 9,000
- Building to bedrock fill \$ 25,000
- Inspected Plant crane and repaired brake \$ 1,350
- Replaced GE Multilin SR 489 Relay with SEL 700G Relay in Unit 1 \$ 16,969

2019/2020

- Minor plant leak repairs \$ 6,900
- Resurfaced spillway, cleaned out canal debris, repaired trash rack \$ 551,269
- Replaced front sliding door \$ 24,950

2020/2021

- Replaced GE Multilin SR 489 Relay with SEL 700G Relay in Unit 2 \$ 17,646
- Repaired cracked stay vanes and accessories \$ 16,000

2021/2022

- Installed safety rack \$ 94,629
- Roof flashing repair \$ 3,100
- Replaced GE Multilin SR 489 Relay with SEL 700G Relay in Unit 3 \$ 17,850
- Concrete repairs phase 1 \$ 19,950

2022/2023

- Purchased interior safety ladder equipment \$ 2,223
- Installed thrust bearing oil warmers
- Replaced batteries \$ 18,579

- Fire alarm system \$ 8,456

2023/2024

- Repairing concrete in forebay, deck, and canal stairs \$ 164,390
- Control system modernization (budgeted) \$ 150,000
- Breaker Test \$ 4,150
- Thruster bearings inspection and repair (budgeted) \$ 120,000

TOTAL \$3,087,920

Staff Report 2

August 30, 2023

To: The Honorable Mayor and City Council
From: Scott Weller, Superintendent of Parks and Recreation
Subject: Update on Pool Charges

At the budget meeting on May 25, 2023, pool fees were reviewed along with the process of implementing the fees. As discussed at the time, city residents who produced an ID or address verification would not be charged. This process mirrors that of the arena.

Given that fees were put into place later in the season, aquatic staff had time to educate the public about the new fees, which resulted in a smooth transition. Throughout the season staff worked with patrons to verify residency, even if they didn't have ID, by offering other suggestions such as school apps or by other electronic means. There were occasions where individuals did not have an ID, resulting in a charge. But based on staff reports this was not a frequent occurrence, and the overall implementation of fees resulted in limited issues.

A larger problem occurred when adults accompanying their child(ren), 12 and under, left or attempted to leave them unsupervised at the pool. Pool rules state that anyone 13 and older may be unaccompanied by an adult, however those 12 and under cannot be.