



**NOTICE AND CALL OF
SPECIAL MEETING
OF THE EDEN CITY COUNCIL
CITY HALL COUNCIL CHAMBERS
308 E. STADIUM DRIVE
Thursday, March 5, 2020
6 p.m.**

1. Meeting called to order by: Neville Hall, Mayor
2. Consideration of a consultant for CDBG-Draper Neighborhood.
3. Closed Session: To discuss personnel pursuant to NCGS 143-318.11(a)(6).
4. Adjournment.

This the 28th day of February, 2020.



Neville Hall, Mayor



Planning and Inspections Department

P. O. Box 70, 308 E Stadium Drive, Eden NC 27289-0070/Telephone 336-623-2110/Fax 336-623-4057

MEMO

TO: Honorable Mayor and City Council
THRU: Terry Shelton, Interim City Manager
FROM: Kelly K. Stultz, AICP, Director
SUBJECT: **Selection of Consultant for CDBG – Draper Neighborhood**
DATE: February 27, 2020

The next step in our process to receive funding authorization for the Draper Neighborhood Revitalization Grant is to select a consultant to help with the administration.

Request for Proposals for Grant Administration Services was advertised in the local newspaper and posted on the NCDOA Historically Underutilized Businesses website.

Proposals were received from Summit Design and Engineering Services and WithersRavenel. The fee for administration services is regulated by the state so both proposals were the same. Based on qualifications and grant experience, we would recommend WithersRavenel be selected as the consultant for this grant.

I am recommending that you engage WithersRavenel and allow us to sign a contract with them that has been reviewed and approved by the City Attorney.



WithersRavenel

Our People. Your Success.

February 27, 2020

Ms. Kelly Stultz
City of Eden
308 E. Stadium Drive
Eden, NC 27288

RE: *City of Eden – CDBG Neighborhood Revitalization Grant
Administration*

Dear Ms. Stultz,

WithersRavenel (CONSULTANT) is pleased to provide this Agreement for Grant Administration Services to the City of Eden (CLIENT) for the Community Development Block Grant (CDBG) for a Neighborhood Revitalization (NR). The following proposal was made after careful consideration of all project related tasks.

If you have any further questions, please don't hesitate to let us know. We are ready to begin work immediately upon receipt of the signed contract.

Sincerely,

Seth Robertson
Vice President

Attachments:

Agreement for Professional Services
Exhibit I – Standard Terms and Conditions
Required Attachments A-H

Agreement for Professional Services

A. PROJECT DESCRIPTION

The CLIENT has secured a Community Development Block Grant for Neighborhood Revitalization – from the North Carolina Department of Commerce to make improvements to housing and other community infrastructure within the City, as outlined in the City’s 2019 CDBG-NR grant application. The CLIENT desires to seek assistance from an outside agency for funding administration services of its CDBG-NR grant (PROJECT).

B. SCOPE OF SERVICES

Since the CLIENT has limited staff to support grant related activities, we understand the need to be hands-on to meet all deadlines and comply with all administrative guidelines. The CONSULTANT will be responsible for the following administration related activities:

1. Set up Dual Filing System. Work with CLIENT’s CDBG designees to ensure dual files stay current and comprehensive.
2. Work with the CLIENT to ensure that all special conditions in the grant contract, all action items and routine paperwork updates are accomplished.
3. Maintain cumulative beneficiary information.
4. Prepare drafts of all necessary progress reports and annual reports. Submit draft reports to the CLIENT for review, edit and signature. Submit reports to proper recipients on CLIENT’s behalf.
5. Prepare reimbursement requests and compile necessary supporting documentation. Submit information to the CLIENT for review, edit and signature. Submit finalized requests to the funding agency on the CLIENT’s behalf.
6. Work with the CLIENT to prepare and finalize any necessary paperwork and plan amendments and revisions. Work with the CLIENT to ensure all required plans and forms that require renewals are done so in accordance with CDBG guidelines.
7. Work with the CLIENT to ensure compliance with all CDBG guidelines during, bidding and construction.
8. Participate in the pre-construction meeting by presenting CDBG guidelines, discussing what will be expected from the funding agency during the course of the project relating to reporting and labor requirements.
9. Work with the CLIENT to ensure they are planning for and completing activities they outlined in the Citizen Participation and Fair Housing Plans.
10. Conduct onsite Davis Bacon wage interviews when necessary.
11. Ensure compliance with Davis Bacon guidelines, when necessary, by pulling the wage rates and comparing them to the payroll sheets, reporting and following up on any discrepancies. Review timesheets and payroll sheets in an effort to identify potential issues.
12. Work with the CLIENT to prepare all necessary Davis Bacon paperwork needed for inspections when necessary.
13. Act as liaison between the CLIENT and the funding agency.
14. Assist the CLIENT with on-site grant administration inspections and monitoring visits.
15. Work with the CLIENT to complete all required closeout activities.
16. Conduct as needed phone consultations with the CLIENT.

17. Work with the housing rehabilitation specialist to ensure CDBG compliance during construction.
18. Work with the housing rehabilitation specialist to keep project moving forward and on schedule.

Support the CLIENT with completing any miscellaneous tasks assigned by the funding agency to the CLIENT through the course of project.

C. ASSUMPTIONS

The CONSULTANT's scope of work is based on the following assumptions:

- Per CDBG Contract Provisions Guidelines, this contract includes Attachments A, B, C, D, F, G, and H. CONSULTANT will comply with the following in the administration of the project:
 - Conflict of Interest Clause, included as Attachment "A"
 - Section 109, Housing and Development Act of 1974, as amended (Nondiscrimination Clause, included as Attachment "B").
 - Age Nondiscrimination Act of 1975, included as Attachment "C".
 - Section 504 of the Rehabilitation Act, Disability Discrimination Clause, included as Attachment "D".
 - Section 3 Clause, the provisions of which are included as Attachment "E".
 - Access to Records and Retainage Clause, included as Attachment "F".
 - Lobbying Clauses, as required by Section 1352, Title 31, U.S. Code, included as Attachment "G".
 - Legal Remedies Provisions and Termination Provisions, included as Attachment "H".
- CONSULTANT will comply with dates required by the CDBG-NR Start-Up Session as well as Reporting Requirements contained therein.

D. ADDITIONAL SERVICES

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional Services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule provided at the time of negotiation.

E. CLIENT RESPONSIBILITIES

During the performance of the CONSULTANT's services under this AGREEMENT, CLIENT will:

- ▶ Assist the CONSULTANT by providing all available information pertinent to the PROJECT, including any reports, maps, drawings, and any other data relative to design and construction of the PROJECT
- ▶ Examine all proposals, studies, reports, sketches, estimates, specifications, drawings, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time period so as not to delay the services of the CONSULTANT.
- ▶ Timely review, approval and submission of paperwork and reports related to the PROJECT.
- ▶ Provide to the CONSULTANT timely and thorough feedback on all drafts and deliverables.

F. COMPENSATION FOR SERVICES

CONSULTANT proposes to provide the following Scope of Services to the CLIENT as outlined in this document for a fee of \$75,000. The project cost would be assessed monthly based on progress, in accordance with the CONSULTANT's current schedule of fees and expenses.

G. TIMELINE FOR SERVICES

CONSULTANT will begin services immediately upon receipt of signed contract.

H. ACCEPTANCE

Receipt of an executed copy of this agreement will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

Submitted by CONSULTANT:

WithersRavenel, Inc.
115 MacKenan Drive
Cary, NC 27511

Accepted by CLIENT:

Authorized Signature

Seth Robertson

Printed Name

Vice President

Title

srobertson@withersravenel.com

Email Address

919-238-0323

Phone

Authorized Signature

Kelly Stultz

Printed Name

Planning and Inspections Director

Title

kstulz@ednc.us

Email Address

336-632-2110

Phone

I. ATTACHMENTS

ATTACHMENT A

Conflict of Interest (2 CFR Part §200.318 General procurement standards)

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

ATTACHMENT B

Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

ATTACHMENT C

Age Discrimination Act of 1975, as amended Nondiscrimination based on Age

No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

ATTACHMENT D

Section 504 of the Rehabilitation Act of 1973, as amended Nondiscrimination on the Basis of Disability

No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

ATTACHMENT E

Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT F

Access to Records and Record Retainage Clause

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout in compliance with 24 CFR 570.490.

The North Carolina Department of Commerce: Rural Development Division, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

ATTACHMENT G

Lobbying Clauses Required by Section 1352, Title 31, U.S. Code

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. This 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. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

ATTACHMENT H

Legal Remedies Provision and Termination Provision

Termination for Cause: Event of Default

- a. Grant Recipient may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the Grant Recipient has been given written notice of the breach and 30 days to cure have elapsed.
- b. Grant Recipient may terminate contract for default in performance provided, however, that no such default shall occur until the Grant Recipient has been given written notice of the default and 30 days to cure have elapsed
- c. Grant Recipient may terminate contract for misrepresentation if any representation or warranty made by the Contractor in connection with the Contract or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the Grant Recipient shall have the following rights and remedies, which are exercisable at the Grant Recipient's sole discretion, and are cumulative, concurrent and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.