

ORDINANCE NO. 09-15 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH LINES AND ASSOCIATES, INC. OF AVON, OHIO
FOR CONSULTANT SERVICES IN RELATION TO THE CITY OF
OBERLIN COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP)
AND DECLARING AN EMERGENCY

BE IT ORDANINED by the Council of the City of Oberlin, County of Lorain and State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with Lines and Associates, Inc., of Avon, Ohio, for consultant services relating to the preparation of a grant application and administration of the City of Oberlin Community Housing Improvement Program (CHIP), a copy of the proposed contract being attached hereto as **Exhibit A** and incorporated herein by reference, and in an amount not to exceed \$108,000.00.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:


"To provide assurance to the Ohio Department of Development that the City has qualified consultant services available to administer the proposed housing program, as outlined in a grant application for CHIP funding, at the earliest possible date in order to help ensure safe and adequate housing for Oberlin residents".

and shall take effect immediately upon passage.

PASSED: 1st Reading – February 2, 2009 (E)
2nd Reading –
3rd Reading –

ATTEST:


Belinda B. Anderson
CLERK OF COUNCIL


David E. Sommer
PRESIDENT OF COUNCIL

POSTED: 2/03/2009

EFFECTIVE DATE: 2/02/2009

Exhibit A

**AN AGREEMENT
BETWEEN THE
CITY OF OBERLIN, OHIO
and
PATRICIA A. LINES AND ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES**

SECTION I - GENERAL

This Agreement is made in Oberlin, Ohio, by and between the City of Oberlin, Ohio hereinafter called the "CITY" and Patricia A. Lines and Associates, Inc., located at P. O. Box 457, Avon, Ohio 44011, hereinafter call the "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY requested that the CONSULTANT provide a Statement of Qualifications for professional planning and administrating services for projects in connection with the CITY's Community Housing Improvement Program (CHIP):

WHEREAS, a Statement of Qualifications was submitted dated January 10, 2009 listing the CONSULTANT's qualifications in response to the CITY 's request; and

WHEREAS, the CITY has selected the CONSULTANT, based upon the CONSULTANT's qualifications, to provide the services outlined in Section II of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do mutually agree as follows:

SECTION II - SCOPE OF SERVICES

- A. When authorized by the CITY, in writing, the CONSULTANT shall perform the scope of services, which scope is duplicated as Exhibit "A" attached hereto.
- B. In addition to the services outlined in Subsection A above, the CONSULTANT shall provide for the performance of any other services related to the project, as authorized.

SECTION III - PAYMENT FOR PROFESSIONAL SERVICES

- A. The CITY agrees to pay the CONSULTANT for services rendered according to the terms outlined in Exhibit "B" attached hereto. The not to exceed fee for all services in this Agreement shall be \$108,000.00.
- B. Fees for any additional services performed pursuant to Section II.B shall be established at the time such services are authorized and shall be payable as outlined in Section III.A.
- C. When and if the CITY authorizes the CONSULTANT to employ others to perform

services or if the CONSULTANT advances review fees to any agency, the fee paid the CONSULTANT by the CITY for such services by others or the review fees advanced shall be the actual cost invoice.

SECTION IV - SERVICES TO BE FURNISHED BY THE CITY

It is understood that:

- A. All information shall be turned over to the CONSULTANT insofar as they are available or may be secured by the CITY, necessary for the conduct of the CHIP.
- B. Review and approve, where required, all reports, procedures and other documents presented by the CONSULTANT, and furnish a written decision pertaining thereto, within a reasonable time period, in order for the Program to progress on schedule.
- C. Designate a person who will act as representative for the CITY in regard to the work to be performed under the Agreement, and provide oversight to the Consultant.
- D. Perform all legal and accounting functions necessary for the continued implementation of the CHIP.
- E. Ensure that all Administration requirements pertaining to this Agreement are fulfilled.

SECTION V - TIME SCHEDULE

The services to be provided by the CONSULTANT shall commence upon the execution of this Agreement. The CONSULTANT agrees to complete all work in connection with the administration and implementation as required by the Fiscal Year 2009 Program Schedule, which calls for the CHIP to be closed out on October 31, 2011.

SECTION VI - DESIGNATED REPRESENTATIVES

The CONSULTANT shall assign Patricia A. Lines to be in responsible charge of this project. Should the CONSULTANT deem it necessary to assign another individual to be in responsible charge of the project, the CONSULTANT shall notify the CITY of the contemplated change and shall furnish the name of the individual to be in responsible charge of the project for the CONSULTANT. The CITY shall have the right to approve or disapprove of the individual to be placed in responsible charge of the project if such a change is necessary.

SECTION VII - TERMINATION

In the event the CITY or the CONSULTANT desires to terminate this Agreement, it will be effective ninety (90) days after notification by the party desiring to terminate. The CONSULTANT shall be permitted to complete all started projects and design work in process; all other services shall cease at the end of the ninety (90) days. The CONSULTANT shall return to the CITY all maps, drawings and other CITY records.

SECTION VIII - APPROVAL

The CITY and the CONSULTANT have bound themselves, their members, successors, executors, administrators and assigns to the other party of this Agreement and to the members, successors, executors, administrators, and assigns of the other party in respect to all covenants in this Agreement.

Neither the CITY nor the CONSULTANT shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other party thereto.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement as of the date indicated.

WITNESSES:

CITY OF OBERLIN, OHIO

Eric Norenberg, City Manager

Date: _____

WITNESSES:

PATRICIA A. LINES AND ASSOCIATES, INC.

By: _____
Patricia A. Lines, President

Date: _____

The foregoing Contract is hereby approved as to form on this _____ day of March, 2009.

CITY OF OBERLIN, OHIO

Eric Severs, Law Director

AUDITOR'S CERTIFICATE

The undersigned Auditor of the City of Oberlin, Ohio does hereby certify that all amounts required to meet the attached agreement between the City of Oberlin and Patricia A. Lines and Associates, Inc. for payment of professional services provided in an amount not to exceed \$108,000.00 have been lawfully appropriated and authorized for said purposes and are in the Treasury of said CITY, or in the process of collection to the credit of an appropriate fund, free from previous and outstanding obligations.

Date: _____

CITY OF OBERLIN, OHIO

I. Sal Talarico, Finance Director

EXHIBIT "A"

CONSULTANT SCOPE OF SERVICES

The CONSULTANT shall perform the necessary services under the Agreement in connection with the administration and technical program management of the FY2009 Community Housing Improvement Program (CHIP) in accordance with the Housing and Community Development Act of 1977, as amended, and the basic requirements of the Ohio Department of Development (ODOD), Office of Housing and Community Partnerships. The work required of the CONSULTANT is as follows:

Administration and Implementation:

- 1.1 Maintain environmental assessment file.
- 1.2 Prepare all necessary certifications, and assist in grant execution, grant amendments.
- 1.3 The CONSULTANT will assemble all of the above data into prescribed format for transmittal to ODOD.
- 1.4 General administration and management of the FY2009 Community Housing Improvement Program (CHIP), conforming with appropriate HUD and ODOD regulations.
- 1.5 Maintain environmental review record file for the projects, contained in the FY2009 Community Housing Improvement Program (CHIP).
- 1.6 Prepare notice of finding of no significant effect file.
- 1.7 Prepare notice of intent to request release of funds file.
- 1.8 Assist in monitoring EEO requirements.
- 1.9 Prepare request for release of funds and certification file.
- 1.10 Administer and implement the housing rehab program(s) as per the grant application, by preparing bid documents, plans, specifications and inspection. (7 homes estimated to be rehabbed.)
- 1.11 Administer and implement the Downpayment/Rehab activity; process applications; coordinate with banks. (3 units estimated to be purchased.)
- 1.12 Administer and implement the home repair activity. (12 units estimated to be repaired.)

- 1.13 Administer and implement the new construction of owner/occupied single-family houses. (2 units constructed)
- 1.14 Administer and implement emergency housing assistance activity (10 applicants to be assisted)
- 1.15 Monitor program budget to ensure that activities to be performed are consistent with intent of the FY2009 Community Housing Improvement Program (CHIP).
- 1.16 Prepare grantee performance reports.
- 1.17 Advise grantee, as requested, on the status of the program.
- 1.18 Assist in Citizen Participation requirements (meetings, public hearings, etc.).
- 1.19 Assist the City in Post-Grant Management for a period of two (2) years following expiration of the grant.

SCOPE OF SERVICES - LEAD BASED PAINT IN PRIVATE HOUSING REHABILITATION

Task 1 – Single-family Housing Lead-Based Paint Inspections and Risk Assessments

The CONSULTANT will provide a licensed Lead-Based Paint Assessor/Inspector/Contractor. The CONSULTANT will work with the licensed Lead-Based paint Assessor/Inspector/Contractor to assist the Client in identifying the presence and location of interior and exterior lead-based paint in single-family housing units. The Lead-Based Paint Assessor/Inspector/Contractor will be licensed by the Ohio Department of Health (ODH) to conduct the lead-based paint inspections/assessments. The lead-based paint inspections/assessments will be conducted in accordance with HUD “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing” (Guidelines), and will consist of the following:

- A. Obtaining information from the Client on type and condition of the units to be inspected and assessed.
- B. Performing a visual assessment of each unit as well as assessing the condition of each paint type identified and selecting the painted surfaces to be tested based on use patterns and visual observations.
- C. Testing the painted surfaces utilizing a portable x-ray fluorescence (XRF) instrument. The number of testing combinations will be in accordance with HUD guidelines. In addition, the testing will include the collection of Calibration Check Readings. These Readings will be collected prior to, during and/or at the completion of the inspection of each single-family housing unit.

- D. If applicable, collecting and analyzing paint chip samples from components that cannot be tested by the XRF instrument, as well as components that exhibit an inconclusive result during XRF testing. The paint chip samples will be submitted to a laboratory accredited by the United States Environmental Protection Agency (USEPA) through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
- E. Collecting soil samples from around the exterior of the single-family housing unit. Specific areas to be sampled may include, bare spots in play areas, near the building foundation (drip line), in gardens and/or yards. The soil samples will be submitted to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
- F. Collecting a representative number of dust samples from floors, interior window sills, and window troughs at each single-family housing unit in accordance with HUD protocol. Submitting the dust samples collected to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
- G. Upon completion of the lead-based paint inspection/risk assessment at each single-family housing unit and receipt of data for any analysis performed, preparing a letter report, which presents the findings of the lead-based paint inspection and risk assessment. The report will present the location of all lead-based painted building components as well as outline specific lead hazard control options (i.e. interim control and/or abatement options) for the specific lead hazards identified at each unit. The CONSULTANT will present the most feasible and effective options for each specific situation. Copies of the inspection forms that contain the XRF readings, the Calibration Check Reading result forms, and any laboratory reports will be included as attachments to the letter report. The Client will be provided with three (3) copies of this report.

Task 2 – Specification Development for Lead-Based Paint Abatement Activities at Single-family Housing Units

- A. Prepare bid specifications for the abatement of lead-based painted building components at each Single-family Housing Unit. The specifications will outline the responsibilities of the Owner, the Owner's Representative, and the Contractor.

Task 3 – Clearance Sampling Following Lead-Based paint Abatement Activities at Single-family Housing Units

The licensed Lead-Based Paint Assessor/Inspector/Contractor will perform clearance sampling at single-family housing units. The clearance sampling will be conducted in accordance with HUD guidelines and will consist of the following:

- A. Conducting a visual examination of each unit to determine if all required work has been completed and all lead-based paint hazards have been controlled as well as determine if there is visible settled dust, paint chips, or debris in the interior or around the exterior of each specific unit.
- B. Performing clearance dust sampling of floors, interior windowsills, window troughs and,

if applicable, clearance soil sampling in accordance with HUD protocol.

- C. Submitting the dust and soil samples collected to a laboratory accredited by the USEPA through the EPA National Lead Laboratory Accreditation Program for analysis of lead content.
- D. Comparing the laboratory analytical report to HUD clearance standards and preparing a single letter report which presents the findings of the clearance sampling conducted at each single-family housing unit. Each single-family housing unit which meets the HUD clearance standard will be issued a "Certificate" which documents that lead abatement activities were performed and that acceptable clearance levels were achieved subsequent to these activities. The client will be provided with three (3) copies of the letter report and three (3) copies of each "Certificate".

EXHIBIT 'B'

COMPENSATION

The CITY will pay the CONSULTANT for the Scope of Services in Exhibit "A", a not to exceed fee for the work performed by the CONSULTANT. The payments shall be made monthly, upon presentation of the CONSULTANT's statements for services performed. CONSULTANT's statement shall include personnel, job title, hours worked, rate of pay and total dollars for each staff person, and corresponding program activity service provided, rates of pay shall vary between Forty-five dollars per hour (\$45.00/hour) and Seventy dollars per hour (\$70.00/hour) in accordance with the rate schedule submitted with RFQ and based upon job description. Payment for services shall be made within thirty (30) days upon receipt of such invoices by the CITY and in the normal course of business. The budget items for payment of services rendered shall be as follows:

General Administration/Soft Costs	\$ 92,000.00
LBP Inspection	\$ 16,000.00
NOT TO EXCEED FEE - TOTAL	<u>\$108,000.00</u>