

City of Oberlin, Ohio

ORDINANCE No. 11-73 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH QUALITY CONTROL INSPECTION, INC. (QCI) OF BEDFORD, OHIO, FOR PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE GASHOLDER BUILDING RENOVATION PHASE I EXTERIOR RESTORATION IN THE CITY OF OBERLIN AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, 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 Quality Control Inspection, Inc. (QCI), of Bedford, Ohio, for professional construction engineering and inspection services for the City of Oberlin, Ohio, for the Gasholder Building Renovation Phase I Exterior Restoration in the City of Oberlin in accordance with Section 2 set forth hereinafter.

SECTION 2. That the project for which said services shall be utilized, and the maximum fee to be charged for each is as follows:

Project	Allocation
Gasholder Building Renovation Phase I Exterior Restoration	\$45,216.00

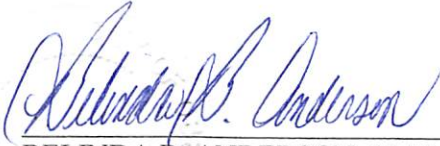
SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. 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 authorize professional construction engineering and inspection services as soon as possible in order to ensure quality construction of necessary public improvements related to a City construction project that is about to commence”, and shall take effect immediately upon passage.

PASSED: 1st Reading – November 7, 2011 (S, E)
 2nd Reading –
 3rd Reading –

ATTEST:



BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL

POSTED: 11/08/2011



KENNETH SLOANE
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 11/07/2011

CITY OF OBERLIN

AGREEMENT NO. 16977

This Agreement No. 16977 entered into this 22ND day of NOVEMBER, 2010, by and between the City of Oberlin, Lorain County, acting by and through its City Manager, hereinafter referred to as the City, and Quality Control Inspection, Inc., hereinafter referred to as the Consultant, with an office located at 40 Tarbell Avenue, Bedford, Ohio 44146. *1 2010 11-21-2011*

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform Construction Inspection and keeping of records and documents, Construction Administration and Testing as may be authorized by the City for Gasholder Building Renovation, Phase 1 – Exterior Restoration in Lorain County, Ohio, identified as LOR – Gasholder House.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Inspection.

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed Forty Five Thousand, Two Hundred Fifty Two Dollars (\$45,252.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
Quality Control Inspection, Inc.	Project Manager/CPE	\$133.00	\$133.00
Quality Control Inspection, Inc.	Resident Project Rep. (RRR)	\$67.00	\$77.00
Quality Control Inspection, Inc.	Administration	\$74.00	\$74.00
Quality Control Inspection, Inc.	Contract Administrator	\$118.00	\$118.00
			\$0.00
			\$0.00

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The attached Scope of Services.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the City Manager.

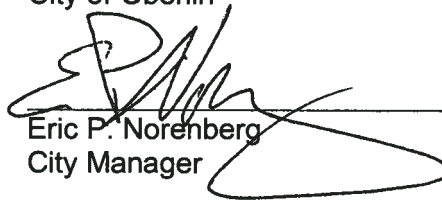
Quality Control Inspection, Inc.

By: 

 Rick E. Capone


Title: President

City of Oberlin



Eric P. Norenberg
City Manager

APPROVED AS TO FORM:

By: 

Eric R. Severs

Title: Law Director