



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Urbana Community Development Commission

FROM: Erin Bullok, Interim Manager

DATE: July 15, 2005

SUBJECT: Contract for Technical and Advisory Services with the Urban League of Champaign County

Description

Included on the agenda of the July 26 Community Development Commission meeting under New Business is a Contract between the City of Urbana and the Urban League of Champaign County. This contract shall engage the Urban League to provide certain technical and advisory planning services in assisting the Grants Management Division with its housing rehabilitation programs for owner-occupied housing.

Issues

In conjunction with the Grants Management Division, the Urban League staff shall provide technical and advisory planning service for owner-occupied households approved by the Grants Management Division for assistance through the Housing Rehabilitation Program.

CDC approval of the contract for recommendation to the Mayor is requested for GMD to proceed with the Housing Rehabilitation Program.

Background

This contract is very similar to the one we currently have and have had in previous years with the Urban League of Champaign County. Approval of this contract will enable GMD staff to provide whole house rehabilitation services in a more timely and efficient manner while at the same time utilize programs administered by the Urban League in cooperation with the City's whole house rehabilitation and other programs.

Of the five whole house rehabilitation projects that were assigned to the Urban League for FY 0405, three are complete and the remaining two projects are underway.

The Urban League of Champaign County has submitted the only proposal in past requests for technical and advisory services. Because of the cooperation with the Urban League through other programs administered by them and because they already have the trained and licensed staff required to deliver these programs. GMD staff believes it is in our best interest to implement the contract.

Options

1. Recommend the Contract to the Mayor.
2. Recommend the Contract with changes to the Mayor.
3. Do not recommend the Contract.

Fiscal Impacts

There would be no effect on the City's General Fund. The money has been budgeted through the HOME Program for the whole house rehabilitation of owner-occupied residential properties for FY 05-06.

Recommendations

GMD staff recommends CDC approval option one above; and forward to the Mayor for signature.

Attachments:

Rehabilitation Specialist/Technician Services Agreement

Memorandum Prepared By:

Randy Burgett
Housing Rehab Coordinator

**CITY OF URBANA
GRANTS MANAGEMENT DIVISION
REHABILITATION SPECIALIST/TECHNICIAN
SERVICES AGREEMENT**

THIS Agreement is made this ____ day of _____, 2005, by and between the **CITY OF URBANA** (hereinafter the "CITY") and **Urban League of Champaign County Development Corporation** (hereinafter the "CONTRACTOR") for the provision of Housing Rehabilitation Specialist/Technician Services.

WITNESSETH:

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act of 1990 as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the "ACT") which created the HOME Investment Partnerships Program (hereinafter the "HOME Program") to provide funds to states and local governments for affordable housing assistance with the flexibility to decide what kind of housing assistance or mix of housing assistance is most appropriate for local needs; and

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter "HUD") subsequently issued regulations set forth in 24 CFR Part 92 allowing units of general local government to enter into mutual cooperation Agreements to form consortia for the purpose of obtaining funds from the HOME Program; and

WHEREAS, the Cities of Champaign and Urbana are home rule units under the 1970 Illinois Constitution and the County of Champaign is a body politic and corporate, have determined that joint action is the most effective way to accomplish the purposes of the ACT; and

WHEREAS, the Cities and the County desire to enter into affordable housing development activities and, for that reason, wish to seek such federal funding as may be available to them pursuant to the ACT; and

WHEREAS, the Cities and County are geographically contiguous units of general local government; and

WHEREAS, by virtue of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Cities and County are empowered to enter into intergovernmental cooperation Agreements to jointly exercise powers; and

WHEREAS, the Cities of Champaign and Urbana, and the County of Champaign have executed a HOME Investment Partnerships Consortium Agreement in the format prescribed by the U. S. Department of Housing and Urban Development; and

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows.

ARTICLE I. HOME PROGRAM REQUIREMENTS

Section 1. Use of HOME Funds

- A. Statement of Work. The CITY agrees to compensate the CONTRACTOR Twenty-Five Hundred and No/100ths Dollars (\$2,500.00) per completed project, up to a maximum of 5 completed projects. The CONTRACTOR promises to perform and provide, in a professional and satisfactory manner, Rehabilitation Specialist/Technician Services as required to fully complete each project and obtain the Certificate of Occupancy.

The CITY agrees to compensate the CONTRACTOR for actual staff time associated on a project at a rate of \$15.00/hour up to a maximum amount of Three Hundred and No/100ths Dollars (\$300.00) for incomplete projects.

Said service is more fully set forth in “Exhibit A”, attached hereto and made a part hereof.

- B. Term of Agreement. This Agreement shall commence on July 1, 2005 and terminate on December 31, 2006, or once all HOME Program funds have been expended for the eligible services previously described herein, which ever occurs first.
- C. Budget. All HOME Program funds made available under this Agreement by the CITY to the CONTRACTOR shall be expended in accordance with the approved project budget. Said budget shall be set forth in “Exhibit B”, attached hereto and made a part hereof.

Section 2. HOME Program Requirements

The CONTRACTOR agrees to comply with, and uphold as its responsibility, the HOME Program regulations found in 24 CFR Part 92, et al. The CONTRACTOR is required to follow specific sections of the HOME Program regulations to ensure compliance, except 24 CFR Part 92.352 - Environmental Review.

Section 3. Other Federal Requirements

The CONTRACTOR agrees that as a recipient of HOME Program funds, they must be in compliance with the Federal requirements set forth in 24 CFR Part 5, Subpart A. These include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors and drug-free workplace.

- A. Debarred, Suspended, or Ineligible Contractors. No award of the contracts covered under this section of the Agreement shall be made to any Contractor who is at the time ineligible under the provisions of any applicable regulations of the (CITY or Champaign County), Illinois or the Federal Government to receive an award of such contract

- B. Displacement, Relocation and Acquisition. If applicable, CONTRACTOR agrees to assist the City with relocation assistance for persons who may be temporarily relocated or permanently displaced at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C.4201 to 4655) and 49 CFR Part 24.

- C. Labor. If applicable, The CONTRACTOR and its subcontractors must comply with Davis-Bacon Related Acts (40 U.S.C. 276a-276a-5) with regard to all its requirements, including wage rates paid pursuant to, or as a result of this Agreement. Any contracts executed as a result of this Agreement may also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

- D. Lead-Based Paint. The CONTRACTOR agrees that no lead-based paint will be used in the rehabilitation of the property and that loan funds will be used, if necessary, to eliminate lead-based hazards per Section 401 of the Lead-Based Paint Poisoning Prevention Act, (42 U.S.C. 4831 (b)) and applicable State of Illinois regulations and laws. The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the requirements of the Lead-Based Paint regulations, 24 CFR Part 35, et al.

ARTICLE II. GENERAL REQUIREMENTS

Section 1. Employment of the CONTRACTOR

The CITY hereby agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees to perform the services set forth in this Agreement including “Exhibit A”.

Section 2. Cooperation of the CITY

The CITY will make available at no cost to the CONTRACTOR any information and data in the possession of the CITY and will cooperate with the CONTRACTOR in the course of work specified. To that end, the CITY hereby authorizes the CONTRACTOR’s Rehabilitation Specialist/Technician to enter upon any land, at reasonable times and in such manner as to cause no unnecessary injuries, in order to make examinations and surveys, provided that the owner of said land has not refused permission to enter thereon.

Section 3. Personnel

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement.

Section 4. Termination of Agreement for Convenience

This Agreement may be terminated by either party at any time by a notice in writing to the other party at least thirty (30) days before such termination. Once the Agreement is terminated as provided herein, a determination of the completed work of the services contracted shall be made. An identical proration less any previous payments shall be paid to the CONTRACTOR. The CONTRACTOR shall, in addition to the proportionate amount of fees provided for above, also receive any reimbursement for any reasonable out-of-pocket expenses directly attributable to the uncompleted portion of services covered by this Agreement.

Section 5. Findings Confidential

Any reports, information, or data given to or assembled by the CONTRACTOR under this Agreement that the CITY requests to be kept confidential shall not be made available to any individual or organization by the CONTRACTOR without prior written approval of the CITY.

Section 6. Contingency

This Agreement is contingent upon receipt of FY 05-06 HOME Investment Partnerships Program funds by the CITY of Urbana.

Section 7. Non-Assignability

The CONTRACTOR shall not assign this Agreement or any part thereof without the prior written consent of the CITY.

Section 8. Modification

This Agreement may (not) be amended or modified by (without) a written instrument executed by the duly authorized representatives of the parties hereto. Similarly, no amendment that affects the provisions of this Agreement shall be valid unless in writing, executed by the CITY.

Section 9. Indemnification

CONTRACTOR shall defend, hold harmless and indemnify the CITY from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the CITY may sustain, suffer or incur or be required to pay by reason of:

- (a) The loss of any monies paid to CONTRACTOR;
- (b) Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by CONTRACTOR;
- (c) Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of CONTRACTOR or any of its subcontractors, sub-subcontractors, suppliers and laborers in the execution or performance of this Agreement; or
- (d) A judgment regardless of whether such judgment is covered by the insurance required under this Agreement.

The indemnity hereunder shall survive termination of the Agreement. In the event that any action, suit or proceeding is brought against the CITY upon any liability arising out of the Agreement, or any other matter indemnified against, the CITY at once shall give notice in writing thereof to CONTRACTOR by registered or certified mail addressed to CONTRACTOR. Upon receipt of such notice, CONTRACTOR, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the CITY.

Section 10. Insurance

The CONTRACTOR agrees to possessing it's own liability insurance. The CONTRACTOR is responsible for its own actions and is completely independent of the CITY. During the life of this Agreement, the CONTRACTOR shall provide, pay for and maintain with companies satisfactory to the

CITY, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Illinois. Such insurance shall be primary coverage afforded the Additional Insured and shall contain a cross-liability or severability of interest clause. Properly executed certificates of insurance must evidence the insurance coverage and limits required. The CONTRACTOR shall ensure that all of its subcontractors carry adequate types and limits of insurance.

Section 11. Conflict of Interest

CONTRACTOR agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the CONTRACTOR and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME Program funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the City, no CONTRACTOR, or officer, employee, agent or consultant of the CONTRACTOR, may occupy a HOME-assisted affordable housing unit in a project.

Section 12. Lobbying

CONTRACTOR agrees that it will comply with, and uphold as its responsibility the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, 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, 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 CONTRACTOR will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Section 13. Audit Requirements

In the event, that during the period of this Agreement, CONTRACTOR expends more than \$300,000 in Federal funds in an operating year from this and other Federal grants, CONTRACTOR shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed, and a copy furnished to the CITY, within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless the CITY agrees to a longer period in advance. For purposes of this Agreement, an operating and/or audit year is the equivalent to the CONTRACTOR's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget Circular No. A-133, as amended and 24 CFR Parts 44 and 45, which are made a part of this Agreement by reference

thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, CONTRACTOR shall be held liable for reimbursement to the CITY of all funds not expended in accordance with these applicable regulations and Agreement provisions.

If expenditure does not exceed \$300,000.00 during an operating year, CONTRACTOR shall provide the CITY with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

ARTICLE III. REQUEST FOR DISBURSEMENT OF FUNDS.

Section 1. Payment Generally

As consideration for the performance of aforementioned services, the CITY shall reimburse the CONTRACTOR for all eligible costs, as determined by the CITY, in an amount not to exceed **\$2,500.00** per completed project, up to a maximum of 5 completed projects. The CONTRACTOR agrees to maintain certification of actual staff time incurred on each project by the CONTRACTOR in performing such services.

The CITY agrees to compensate the CONTRACTOR for actual staff time associated on a project at a rate of **\$15.00**/hour up to a maximum amount of Three Hundred and No/100ths Dollars (\$300.00) for incomplete projects. The CONTRACTOR agrees to maintain certification of actual staff time incurred on each project by the CONTRACTOR.

Payment for services shall be limited to the statement of work described in “Exhibit A”. On completed projects request for disbursement shall be submitted by the CONTRACTOR to the CITY at the completion of each project along with a copy of the Certificate of Occupancy.

On projects that become ineligible at no fault of the CONTRACTOR, the CONTRACTOR may request disbursement of fund for the project by submitting documentation signed by the owner, CONTRACTOR, and the CITY listing the reason(s) for the ineligibility. The CONTRACTOR must also submit proof of actual staff time associated with the project no to exceed the maximum amount of time allotted for incomplete projects.

CONTRACTOR may not request disbursement of HOME Program funds under this Agreement until the funds are needed for payment of eligible HOME Program costs and the amount of each disbursement request shall be limited to the amount expended.

Disbursements of HOME Program funds shall not be made until the CITY approves the need for payment. If all conditions are met, and the work performed and materials supplied are satisfactory to the CITY, the CONTRACTOR shall receive payment within 24 days after the CITY approval.

ARTICLE IV. RECORDKEEPING

The CONTRACTOR must maintain such records and accounts, including program records, project records; financial records; program administration records; equal opportunity and fair housing records; MBE/WBE records; records demonstrating compliance with the income determination requirements of 92.203; recordkeeping requirements of 92.508; records demonstrating compliance with the requirements of 92.353 regarding displacement, relocation and real property acquisitions; records demonstrating compliance with the labor requirements of 92.354; records demonstrating compliance with the lead-based paint requirements of 92.355; debarment and suspension certifications required by 24 CFR parts 24 and 91; and any other records, as are deemed necessary by the CITY to assure a proper accounting and monitoring of all HOME Program funds. The CONTRACTOR shall retain all records and supporting documentation applicable to this Agreement for five (5) years.

ARTICLE V. ENFORCEMENT

A default shall consist of any use of HOME Program funds for a purpose other than as authorized by this Agreement, noncompliance with the HOME Investment Partnerships Act, any material breach of the Agreement, failure to expend HOME Program funds in a timely manner, or a misrepresentation in the application submission which, if known by the CITY and/or HUD, would have resulted in HOME Program funds not being provided. Upon due notice to the CONTRACTOR of the occurrence of any such default and the provision of a reasonable opportunity to respond, the City may take one or more of the following actions:

- (a) Direct the CONTRACTOR to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME Program funds for the activities;
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME Program funds;
- (e) Direct the CONTRACTOR to reimburse the CITY's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
- (f) Suspend disbursement of HOME Program funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by CONTRACTOR of the CITY's written notice of default. No delay or omission by CITY and/or HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any CONTRACTOR default.

Unless the CONTRACTOR'S default is waived, the CITY may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. Waiver by the CITY of CONTRACTOR'S default under this Agreement shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the CONTRACTOR and the CITY if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

ARTICLE VI. NOTICES

The CITY and the CONTRACTOR agree that all notices and communications pursuant to this Agreement shall be in writing and delivered by mail or hand delivered to the respective parties as specified herein:

CITY OF URBANA
City of Urbana
Community Development Services Department
Erin Bullok, Interim Manager, GMD
400 South Vine Street
Urbana, Illinois 61801

CONTRACTOR
Urban League of Champaign County
Development Corporation
Jean Algee, President, ULCCDC
314 South Neil Street
Champaign, Illinois 61820

ARTICLE VII. SIGNATURE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its officers as of the date first written above.

CITY OF URBANA

BY: _____

ITS: _____

ATTEST: _____

ITS: _____

CONTRACTOR

BY: _____

ITS: _____

ATTEST: _____

ITS: _____

**“EXHIBIT A”
SCOPE OF SERVICES**

Scope of Services

The CONTRACTOR shall perform, in a professional and satisfactory manner, the following activities related to the CITY of Urbana Grant/Deferred Loan and Grant/Installment Loan housing rehabilitation programs for owner-occupied housing (hereinafter called the “Housing Rehabilitation Program”).

In conjunction with the City’s Grants Management Division (**GMD**), CONTRACTOR staff shall provide housing rehabilitation services for households approved by the Grants Management Division for assistance through the Housing Rehabilitation Program. In providing housing rehabilitation services pursuant to this Contract, the CONTRACTOR shall develop and maintain all Housing Rehabilitation Program case files and transfer case files to the Grants Management Division at the completion of each case. During the term of this Contract, the specific products that will be produced include correspondence, (photos: before, during, & after), closing documents, contracts, work descriptions, lead-based paint hazard evaluation and reduction activities, lead clearance reports, and individual case files. All program-related materials **must** be made available for inspection by the CITY upon its request.

In providing housing rehabilitation services pursuant to this contract, the CONTRACTOR shall at all times observe and comply with all laws, ordinances, and regulations of Federal, State, and local governments which may in any manner affect the performance of this contract, including, but not limited to, HOME Investment Partnerships Program regulations published at 24 CFR Part 92 and *the City’s Housing Rehabilitation Program Manual*.

CONTRACTOR staff shall provide the following services for each Housing Rehabilitation case. **Specific CITY of Urbana duties are outlined in italics.**

- The Rehabilitation Specialist/Technician shall consult with the owners/applicants of each property approved by the CITY’s Grants Management Division regarding the owner/applicant’s rehabilitation goals.

The CITY shall market the program, prepare application forms, receive and review applications, make final decisions regarding approval of applications. The CITY will also ensure the Environmental Review regulations are met as required by the HOME program.

- The Rehabilitation Specialist/Technician shall be present at the scheduled initial code inspection by the Building Safety Division. During this initial inspection the Rehabilitation Specialist/Technician informs the owner of the program guidelines, goals, contractor selection process, and the steps and time frame for the program.

The City shall schedule the initial inspection with the owner, building officials, and Rehabilitation Specialist/Technician.

- The Rehabilitation Specialist/Technician shall review and incorporate into the work description all code reports prepared by the City’s Building Safety Division inspectors for each property approved by the City’s Grants Management Division. The Rehabilitation Specialist/Technician shall review the code reports with the owners/applicants and provide them a copy.
- The Rehabilitation Specialist/Technician shall schedule and conduct lead hazard evaluation. Complete all related lead-based paint hazard reduction forms as required. Complete a lead presumption documentation or a lead hazard risk assessment as determined by Lead-Based Paint regulations, 24 CFR Part 35, (Subpart J)

The CITY shall provide the Rehabilitation Specialist/Technician materials required for the dust and paint sampling. All samples shall be sent to the Lab in which the City currently has an Agreement with to process and provide results. The CITY shall provide the Rehabilitation Specialist/Technician the lab results from the initial inspection. A minimum of 3 business days is required for the results from the lab.

- The Rehabilitation Specialist/Technician shall prepare a preliminary work description and cost estimate-describing work to be accomplished, including code reports and lead hazard control plan. The work description and cost estimate must ensure the property will be brought up to the appropriate codes and standards after rehabilitation is completed for the amount of funding available for the project.
- The Rehabilitation Specialist/Technician shall consult with the owner/applicant on work description and cost estimate to reach an agreement on the work to be done ensuring the property will be brought up to the appropriate codes and standards after rehabilitation.
- The Rehabilitation Specialist/Technician shall designate a time and date with the owner/applicant for a pre-bid conference at the residence.
- The Rehabilitation Specialist/Technician shall assist the owner/applicant with Contractor procurement. The owner shall sign and date the qualified general contractor list of which they have chosen a minimum of four (4) contractors to bid the project. Notify selected general contractors by mail of the pre-bid conference and solicit response from general contractor regarding intent to attend pre-bid and submit proposals. All attend pre-bid conference to address concerns and questions. The general contractor’s sub-contractors are encouraged to attend pre-bid.
- The Rehabilitation Specialist/Technician shall designate a time and place to open the bids received from the qualified general contractors selected by the owner/applicant within 14 days after the pre-bid conference. Owner and general contractors may wish to be present.
- The Rehabilitation Specialist/Technician shall review contractor proposals for completeness, list of all approved sub-contractors, and cost appropriateness. Consult with the owner/applicant on general contractor selection and notify all general contractors of the outcome.
- The Rehabilitation Specialist/Technician shall submit complete pre-bid and completed bid documents of the selected general contractor proposal to GMD for preparation of the loan closing and contract documents.

- The Rehabilitation Specialist/Technician shall schedule the pre-construction loan closing and contract signing within 14 days after the contraction selection. Rehabilitation Specialist/Technician shall attend loan closings and shall conduct and review the construction contract, including the work description, and the payment procedures with owners/applicants and the general contractor prior to signing.

(The CITY shall prepare deferred loan documents and conduct the portion of each closing pertaining to loan documents).

- The Rehabilitation Specialist/Technician shall coordinate with the owner and CONTRACTOR for lead hazard reduction activities, including required relocation of the occupants and/or their belongings as deemed necessary to complete the work.
- The Rehabilitation Specialist/Technician shall inspect, document, and take photos (before, during, and at the completion of the project) of the rehabilitation work on a regular basis to see that all work is progressing satisfactorily and to monitor the quality of materials, workmanship, and compliance with safe work practices for lead hazard control. Conducts punch list inspections in cooperation with the owners and general contractor. Coordinate final inspections with the Building Safety Division Inspectors for each segment of work performed. Ensure that the owner, general contractor, sub-contractor and the rehab specialist/technician is present during these final inspections.
- The Rehabilitation Specialist/Technician shall schedule and have a clearance test performed as required by the Lead-Based Paint regulations, 24 CFR Part 35, (Subpart J) for lead hazard reduction work at the residence. Acquire a copy of the clearance report for the contractor, owner, and case file.

The CITY shall provide the Rehabilitation Specialist/Technician materials required for the dust wipe clearance sampling. All samples shall be sent to the Lab in which the City currently has an Agreement with to process and provide results. The CITY shall provide the Rehabilitation Specialist/Technician the lab results from the clearance within three (3) business days from the date the lab receives the samples.

- The Rehabilitation Specialist/Technician shall schedule with the general contractor and owner a final inspection by Building Safety Division inspectors as required for each segment of work. Obtain a Certificate of Occupancy from the Building Safety Division for each completed property that documents the property meets the appropriate codes and standards. A copy shall be given at the close to the owners/applicants, general contractor, and a copy for the case file.
- Prior to submitting a partial signed pay request for completed work performed at the residence, the Rehabilitation Specialist/Technician shall acquire sworn statement and lien waivers from the general contractor.

- The Rehabilitation Specialist/Technician shall require the Certificate of Occupancy has been issued prior to submitting the contractors' Final Payment "ten percent (10%) of the total contract. The payment shall be retained by the Rehabilitation Specialist/Technician until thirty (30) days after the issuance date of the Certificate of Occupancy by the Building Safety Division. Also the Rehabilitation Specialist/Technician shall acquire the final sworn statement from the general contractor and obtain from the general and sub-contractors all manufacturers' and suppliers' warranties, guarantees, final release of liens, final invoices and signed Certificate of Project Completion by the owner, contractor, and Rehabilitation Specialist/Technician.

- The Rehabilitation Specialist/Technician shall assemble all pertinent information accumulated throughout the project and present the owner/occupant with copies of all documents pertaining to the rehabilitation. i.e. general and sub-contractors address and phone numbers, manufacturers and supplier's warranties, guarantees, memorandum of understanding, construction contract, modifications, sworn statements, lien waivers, mortgage, note, lead hazard clearance report, certificate of project completion, Certificate of Occupancy, home maintenance workbook, other information related to the project, and a questionnaire pertaining to the program and program delivery.

- The Rehabilitation Specialist/Technician shall submit completed case files to GMD. The case file shall include all documentation pertaining to the project, (i.e. chronological sheets, general and sub-contractors address and phone numbers, manufacturers' and suppliers' warranties, guarantees, memorandum of understanding, construction contract, modifications, sworn statements, lien waivers, mortgage, note, lead hazard evaluation, lead hazard clearance report, photographs assembled on cardstock- before, during and after, certificate of project completion, Certificate of Occupancy, other information related to the project.

“EXHIBIT B”

BUDGET

City of Urbana Program Delivery Budget

\$2,500.00 per completed case, up to 5 completed cases, not to exceed \$12,500.00.

Reimbursement for hours spent on incomplete cases, not to exceed \$300.00 per case.

Rehabilitation Specialist/Technician time charged at \$15.00 per hour.

Eighteen-month project duration (July 1, 2005 – December 31, 2006)