

ORDINANCE NO. 22-019

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR BUILDING DEPARTMENT SERVICES WITH ARCHITECTURE! OHIO INCORPORATED FOR THE PROVISION OF CHIEF BUILDING OFFICIAL AND MASTER PLANS EXAMINER SERVICES.

WHEREAS, the city is desirous to maintain its State of Ohio Certified Building Department; and

WHEREAS, it is necessary to retain a firm for purposes of providing building department services to maintain such certification;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be, and hereby is, authorized to enter into an Agreement for Building Department Services with architecture! OHIO INCORPORATED per the attached agreement and fee schedule, Exhibit A.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED 11-11-22


PRESIDENT OF COUNCIL

ATTEST 
CLERK OF COUNCIL


MAYOR

DATE APPROVED 6-7-22

APPROVED AS TO FORM:


LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.


Clerk of Council

CITY OF CANAL WINCHESTER
AGREEMENT FOR COMMERCIAL
BUILDING PLAN REVIEW AND CHIEF BUILDING OFFICIAL SERVICES

This Agreement entered into this day of June, 2022, by and between City of Canal Winchester, Ohio, hereinafter referred to as the CITY, pursuant to and under the authority of Ordinance and architecture! Ohio Incorporated, hereinafter referred to as CONSULTANT, for the provision of Commercial Building Plan Review and Chief Building Official Services for various projects authorized from time to time by the CITY.

Witnesseth, that for the mutual consideration herein specified, the CITY and the CONSULTANT have agreed that CONSULTANT will supply commercial building plan review and building official services to CITY on an as needed basis.

SECTION I - BASIC SERVICES OF CONSULTANT

The duties of the CONSULTANT shall encompass the following services for Commercial Building Plan Review as follows:

1. Master Plans Examiner as defined in the Ohio Administrative Code 4701:7-1-02(E).
2. Chief Building Official (CBO) as defined in the Ohio Administrative Code 4701:7-1-02(O), on an as needed basis

All services will be performed in accordance with the requirements of the State of Ohio and the CITY.

SECTION II - SCOPE OF WORK

A. Commercial Plan Review.

1. Maximum fifteen (15) business days for completion of initial plan review.
2. The CITY will courier plans to the CONSULTANT for review. Approved plans will be returned by courier, or other mutually acceptable means, to the CITY by the CONSULTANT.

B. Chief Building Official

1. Chief Building Official shall be available by appointment.
2. The CONSULTANT shall prepare Building Department reports as requested by the CITY including all required reports to satisfy the Ohio Board of Building Standards requirements.

SECTION III - PAYMENT FOR PROFESSIONAL SERVICES

A. Hourly Rates

Chief Building Official	\$ 95.00
Master Plans Examiner	\$ 75.00 with a minimum fee equal to one hour per plan review. Including type written comments, and administrative costs, with document tracking and telephone/email correspondence.
Meeting Time	\$ 75.00
Adjudication Hearing/Meeting	\$ 95.00

B. Reimbursable Expenses

1. Reimbursable direct costs are defined as the cost of all in-house and out-of-office expenses when specifically requested by the CITY.
 - a. The above reimbursable costs apply to the specific service being performed and are not related to the individual's hourly rate.
2. Invoices shall be submitted on a monthly basis and shall be paid within 30 days of receipt.

SECTION IV - OBLIGATION OF CITY

CITY shall provide all criteria and full information as to CITY's requirements for the services, designate a person to act with authority on CITY's behalf in respect of all aspects of the CONSULTANT's services, examine and respond promptly to CONSULTANT's submissions, and give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any defect in the work.

SECTION V - TERM OF CONTRACT

The CITY hereby employs the said CONSULTANT for Commercial Building Plan Review and Chief Building Official Services for three one-year terms: July 1, 2022 to June 30, 2023; July 1, 2023 to June 30, 2024; and July 1, 2024 to June 30, 2025. At least sixty (60) days before each annual renewal date, there shall be a review of this agreement. Said agreement shall be automatically renewed each term unless terminated by mutual agreement of the parties or until such time as this agreement is terminated upon sixty (60) days notice in writing by either party thereto. Any changes to the rate schedule shall be negotiated sixty (60) days prior to the renewal date.

SECTION VI - ANTI-DISCRIMINATION CLAUSE

- A. Pursuant to Section 125.111 of the Ohio Revised Code, CONSULTANT warrants and agrees to the following:
1. That in the hiring of employees for the performance of work under the contract or any subcontract. CONSULTANT shall not, by reason of race, color, religion, sex, age, handicap, national origin or ancestry discriminate against any citizen of this state in the employment of a person qualified to perform the work to which the contract relates; and
 2. That neither CONSULTANT nor any of its' subcontractors or any person acting on behalf of CONSULTANT shall in any manner discriminate against, intimidate or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

SECTION VII - CONTRACT TERMINATION OR SUSPENSION

The CITY or the CONSULTANT may terminate or suspend this contract by:

1. Giving written notice not less than thirty (30) days prior to the effective date by registered mail of its intention to do so, and
2. An opportunity for consultation with the terminating party prior to termination.

Payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination or suspension, less any payments previously made. In the event the contract is terminated, the CONSULTANT, upon payment, as specified, shall deliver to the CITY copies of all reports, field books, drawings and other documents which have been prepared in the course of the work done under this contract. The CONSULTANT shall make no other claim for additional compensation against the CITY by reason of such termination. In the event the CONSULTANT's services are suspended by the CITY, the CONSULTANT shall bill the CITY immediately for all work completed to date, less any previous payments.

SECTION VIII - DEFAULT

In any case where CONSULTANT fails to perform its duties as agreed upon in this contract, CITY must send a written notice of default to CONSULTANT, specifying in what way CONSULTANT has failed to perform. CONSULTANT will have ten (10) days to cure such default from the date of its receipt of CITY's notice of default. If such default is not cured to CITY's satisfaction within said ten (10) day period, CITY shall so notify CONSULTANT in writing. Such notice shall operate to terminate this contract on the date the notice is received by CONSULTANT. Once the CITY has declared this contract terminated by default, CITY will no longer have any obligation to pay CONSULTANT for its services starting with the day of the default henceforth.

SECTION IX - NOTICE OF DEFAULT

Notice of default is deemed made when mailed, postage prepaid, addressed as follows:

To CONSULTANT:
Michael A. Boryca
architecture! Ohio Incorporated
575 Hennigans Grove Rd.
Grove City, OH 43123

To CITY:
Mayor
City of Canal Winchester
45 E. Waterloo Street
Canal Winchester, OH 43110

SECTION X - WARRANTY

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee, working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of making of this contract. The CONSULTANT also warrants that he will comply with all Federal, State and Local laws and ordinances applicable to the work. For breach or violation of the warranty, the CITY shall have the right to annul the contract without liability.

SECTION XI - INSURANCE AND INDEMNITY

- A. CONSULTANT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this contract and keep in full force, Worker's Compensation. A copy of a document evidencing such Worker's Compensation shall be furnished to the CITY prior to the commencement of the services.

- B. CONSULTANT shall carry the following minimum amounts of Comprehensive and General Liability Insurance, if applicable, with the CITY named as additional insured each with the following limits:
1. Public Liability Insurance in the amount of one-million dollars (\$1,000,000.00) for bodily injuries including those resulting in death of any one person and on account of any one account of any one accident or occurrence.
 2. Property Damage in an amount of one-million dollars (\$1,000,000.00) from damages on account of any one accident or occurrence.
- C. Certificates of Insurance indicating coverage and conditions shall be provided by the CONSULTANTS when requested.

SECTION XII - RELATIONSHIP OF THE PARTIES

The parties acknowledge and agree that CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTAT has been retained by CITY to provide SERVICE for the CITY as set forth herein.

It is fully understood and agreed that CONSULTANT nor its personnel as an independent contractor shall at any time, or for any purpose, be considered as agents, servants, or employees of CITY, or as public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

SECTION XIII - ENTIRE AGREEMENT

This contract shall constitute the entire agreement of the parties hereto. All prior agreements of the parties, written or oral, are merged herein and shall be of no force and effect. This contract cannot be modified orally but only by an agreement in writing signed by the party against whom enforcement of the change or modification is sought.

SECTION XIV - ASSIGNMENT AND BINDING EFFECT

The parties agree that this contract shall be binding on the heirs, executors, administrators, assigns and successors to the signatories herein.

SECTION XV - JOINTLY DRAFTED CONTRACT

If any portion of this agreement is subsequently declared null and void, the remainder thereof shall remain in full force and effect.

ATTEST:
Witness:

Witnesses:

CITY OF CANAL WINCHESTER

Mayor

architecture! OHIO INCORPORATED

President