

RESOLUTION APPROVING CONTRACT WITH RICHARD SMITH FOR PLANS EXAMINATION SERVICES, COMMISSIONERS OFFICE

WHEREAS, Janet Discher, Ashtabula County Administrator, has presented a Contract for the approval of the Board, to-wit:

PROVIDER: Richard Smith, 6257 Conley Road, Concord, OH 44077

SCOPE: Plans Examination Services for the Ashtabula County Building Department

COST: **Not to Exceed**, \$49,999

TERM: Beginning April 29, 2021 and terminating upon written consent by either party

WHEREAS, this Board of Commissioners concurs with the recommendation of the County Administrator and finds this contract to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-175

April 29, 2021

**RESOLUTION APPROVING CONTRACT WITH RICHARD SMITH FOR PLANS
EXAMINATION SERVICES, COMMISSIONERS OFFICE**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Absent
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

1001.001.107.601; not to exceed \$15,000.00.

**Agreement Title: RESOLUTION APPROVING CONTRACT WITH RICHARD SMITH
FOR PLANS EXAMINATION SERVICES, COMMISSIONERS OFFICE**



**David Thomas, Ashtabula County
Auditor**

Date: April 27, 2021

Ashtabula County Building Plan Review Agreement

This Agreement is made between Ashtabula County ("County") with a principal place of business at 25 West Jefferson Street, Jefferson, Ohio 44047, and Richard Smith ("Contractor"), with a principal place of business at 6257 Conley Road, Concord, OH 44077.

1. Services to Be Performed

Contractor agrees to perform the following services as commercial & residential plan review services as directed by the Chief Building Official:

- Provide plan reviews in traditional paper or electronic format.
- Review plans, specifications, and calculations to ensure compliance with current adopted building codes and local amendments and or resolutions.
- Determine building types of construction, use, and occupancy classification.
- Provide ongoing support through the submittal process, including the review of all plan revisions.
- Respond to questions regarding adopted building codes, legal interpretations, and plan review comments from department staff, engineers, owners, and contractors.
- Be available for pre-submittal meetings, if warranted.
- Coordinate plan review tracking, reporting, and interaction to ensure plan review process stays on schedule.
- Plan review will be prepared and communicated to the Chief Building Official via a formal plan review letter including approval recommendations, a set of finalized plans, and/or all supporting documentation (as appropriate). Each requested plan review will be due within fourteen (14) days of delivery to Contractor.
- Contractor shall make him/herself available to the County, at its request, for consultation and testimony in any administrative, civil, or criminal action arising from or related to the services performed under this Agreement. Contractor shall be compensated for such additional services as provided in Section 2.

2. Payment

In consideration for the services to be performed by Contractor, County agrees to pay Contractor \$80 per hour.

Contractor shall be paid within 15 days after Contractor submits a monthly invoice to County. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed. County may request, and Contractor shall provide, additional information/supporting documentation. If additional information/supporting documentation is requested, County shall submit payment within 15 days of resolution of the inquiry.

In case of termination, Contractor shall be entitled to payment for work completed up to and including the date of termination within 15 days of the termination.

County makes no representations regarding minimum number of plan reviews to be requested. The parties agree that the maximum payment to be made under this Agreement (inclusive of all fees) shall be \$49,999.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement, including but not limited to all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Equipment and Materials

Contractor will furnish all equipment, tools, and materials used to provide the services required by this Agreement. County will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, County's employees. In its capacity as an independent contractor, Contractor agrees and represents, and County agrees, as follows:

- a) Contractor has the right to perform services for others during the term of this Agreement.
- b) Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select starting and quitting times, days of work, and order the work is performed.
- c) Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- d) County shall not hire, supervise, or pay any assistants to help Contractor.
- e) Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the professional skills necessary to perform the services required by this Agreement.
- f) Neither Contractor nor Contractor's employees or contract personnel shall be required by County to devote full time to the performance of the services required by this Agreement.

6. Conflicts of Interest

Contractor shall not acquire or maintain any interest, direct or indirect, in any project that is the subject of the services contemplated under this Agreement. Where a conflict is discovered, Contractor shall immediately notify County and withdraw from provision of service for that particular plan review. No compensation will be due for such situations.

7. Business Licenses, Permits, and Certificates

Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. Contractor represents and warrants that Contractor and Contractor's employees and contract

personnel will comply with all federal, state, and local laws requiring licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

8. State and Federal Taxes

County will not:

- a) withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf;
- b) withhold local, state, or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide County with proof that such payments have been made.

9. Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other benefit plans of County.

10. Unemployment Compensation

County shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

11. Workers' Compensation

County shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide County with a certificate of workers' compensation insurance before the employees begin the work.

12. Insurance

Ashtabula County agrees to extend its County Risk Sharing Authority ("CORSA") General Liability coverage and Errors and Omissions coverage to Contractor only while Contractor is in the course and scope of work with Ashtabula County.

13. Indemnification

Contractor shall indemnify and hold County harmless from any loss or liability arising from performing services under this Agreement.

14. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- a) the date Contractor completes the services required by this Agreement; or
- b) the date a party terminates the Agreement as provided below.

15. Terminating the Agreement

With reasonable cause, either County or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

16. Exclusive Agreement

Together with the attached fee schedule, this is the entire Agreement between Contractor and County.

17. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

18. Public Record Requests and Record Retention

In the event Contractor receives a public record request regarding documents included within the services contemplated by this Agreement, Contractor shall, no later than the next business day, notify the County of the specifics of the request.

All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Contractor for any purpose other than the performance of the Services hereunder without the express prior written consent of the County.

Upon termination of Contractor's services to County, or at County's request, Contractor shall deliver to County all materials in Contractor's possession relating to County's business.

19. Work Product

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the County, and Contractor hereby assigns to the County all right, title and interest therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the County's ownership in the Work Product.

20. No Partnership or Employment

The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the County's employees.

21. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without County's prior written approval.

22. Applicable Law

This Agreement will be governed by Ohio law, without giving effect to conflict of laws principles.

23. Notices

Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:

County: Janet Discher, County Administrator 25 West Jefferson Street, Jefferson, OH 44047

Contractor: Richard Smith, 6257 Conley Road, Concord, OH 44077

Each party may change the above address by written notice in accordance with this section. Notices shall be deemed communicated as of the date of actual receipt.

24. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

25. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal and State of Ohio law or regulations.

26. Governing Law

This agreement shall be construed under and governed by the laws of the State of Ohio.

Signatures

County/Owner: Kathryn Whittington
Printed Name
Signature [Handwritten Signature]
Date 4/29/2021
Date 2021-175
Authorizing Resolution

Contractor: RICHARD SMITH
Printed Name
Signature [Handwritten Signature]
Date April 27, 2021
Date 400 62 1024
Taxpayer ID Number

FISCAL OFFICER'S CERTIFICATE
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