

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH F & B ENGINEERING, INC. FOR COMMERCIAL BUILDING OFFICIAL AND COMMERCIAL PLAN REVIEW SERVICES, BUILDING DEPARTMENT**

WHEREAS, Thomas Congdon, Ashtabula County Chief Building Official, has presented a Professional Services Agreement for the approval of the Board, to-wit:

**PROVIDER:** F & B Engineering, Inc., 9671 Oxford Glen Dr., Mentor, OH 44060

**SCOPE:** Commercial Building Official Services and Commercial Building, Electrical, Mechanical, Plumbing, & Fire Protection Plan Review Services for the Ashtabula County Building Department

**COST:** **Not to Exceed**, \$70,000.00

**TERM:** Beginning December 17, 2024 and terminating December 16, 2025, may renew for one additional year

WHEREAS, this Board of Commissioners concurs with the recommendation of the County Building Official and finds this agreement to be reasonable and necessary; now

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

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2024-563**

**December 17, 2024**

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH F & B  
ENGINEERING, INC. FOR COMMERCIAL BUILDING OFFICIAL AND COMMERCIAL  
PLAN REVIEW SERVICES, BUILDING DEPARTMENT**

**Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.**

**VOTE:**

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

**Aye  
Aye  
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.



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

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 17<sup>th</sup> day of December 2024, by and between F & B Engineering, Inc. ("CONSULTANT") and Ashtabula County Board of Commissioners ("ASHTABULA COUNTY"), for professional and related services to be provided to ASHTABULA COUNTY.

### I. SCOPE OF SERVICES

CONSULTANT shall provide to ASHTABULA COUNTY services as set forth in Exhibit A, "Scope of Services," attached hereto (the "Services"), which upon acceptance by ASHTABULA COUNTY shall be governed by the terms of this agreement.

### II. FEES FOR SERVICES

For services provided by CONSULTANT to ASHTABULA COUNTY pursuant to this Agreement, ASHTABULA COUNTY shall pay CONSULTANT in accordance with the rates and charges set forth in Exhibit B, "Fees for Services," attached hereto.

### III. BILLING AND PAYMENT

CONSULTANT shall submit a monthly statement to ASHTABULA COUNTY setting forth the amount due for services and itemizing amounts due for expenses. ASHTABULA COUNTY shall pay the full amount of such statement within thirty (30) days after receipt.

### IV. INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to ASHTABULA COUNTY as an independent contractor, not as an employee of ASHTABULA COUNTY. CONSULTANT shall not have or claim any right arising from employee status.

### V. TERM

The term of this Agreement shall be for one year from the date set forth above. This Agreement may renew for a term of one additional year at the option of ASHTABULA COUNTY.

### VI. TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, ASHTABULA COUNTY may terminate this Agreement at any time with or without cause by giving thirty days' written notice to CONSULTANT.

Upon termination of this Agreement, CONSULTANT shall have no further obligation to provide services to ASHTABULA COUNTY. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT immediately shall cease incurring project costs and shall render a final bill for services to ASHTABULA COUNTY.

## VII. WARRANTY

CONSULTANT warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform the Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Services in accordance with this Agreement; and (b) the Services will be performed in a good, diligent, workmanlike manner in accordance with industry standards.

## VIII. INSURANCE

(a) **General Liability Coverage.** CONSULTANT shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

ASHTABULA COUNTY, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) **Workers' Compensation.** CONSULTANT shall maintain workers' compensation coverage as required by Ohio law.

(d) **Professional Liability.** CONSULTANT shall maintain professional errors and omissions liability insurance with a limit of not less than \$2,000,000 each occurrence.

(e) **Proof of Insurance.** Prior to the commencement of any work under this Agreement, CONSULTANT shall furnish the ASHTABULA COUNTY with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to ASHTABULA COUNTY. CONSULTANT will replace certificates for any insurance expiring prior to completion of work under this Agreement.

## IX. LIABILITY

CONSULTANT shall indemnify and hold harmless ASHTABULA COUNTY, its directors, officers, partners, agents, and employees from and against any and all liability, claims,

demands, damages, losses, and expenses, including but not limited to attorney's fees, for which CONSULTANT is determined to be legally liable resulting from negligent acts, errors, or omissions by CONSULTANT, its directors, officers, agents, and employees in performance of services pursuant to this Agreement.

## **X. CONFIDENTIALITY**

Any information and materials disclosed by or on behalf of ASHTABULA COUNTY to CONSULTANT in connection with this Agreement that is reasonably considered to be confidential ("Confidential Information") should be kept in confidence and used by the CONSULTANT only for the purpose of this Agreement. Unless required by court order, law or regulation, CONSULTANT agrees not to disclose the ASHTABULA COUNTY's Confidential Information to third parties except as necessary for the performance of this Agreement and under an agreement by which the third party is to be bound by the obligations of this confidentiality clause. This provision shall survive termination of this Agreement.

## **XI. AMENDMENT**

All changes or modifications to this Agreement shall be in writing and signed by both parties.

## **XII. GOVERNING LAW**

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Ohio.

## **XIII. DISPUTE RESOLUTION**

If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of CONSULTANT and ASHTABULA COUNTY shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes



To ASHTABULA COUNTY: Ashtabula County  
Attn: Thomas Congdon  
25 West Jefferson Street  
Jefferson, Ohio 44047


With a copy to: Ashtabula County Prosecutor's Office  
25 West Jefferson Street  
Jefferson, Ohio 44047

(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

**XVII. SIGNATURE CLAUSE**

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

**BOARD OF COMMISSIONERS OF ASHTABULA COUNTY:**

By:  Date: 12-17-24  
Its: President

**F & B ENGINEERING, INC.:**

By:  Date: 12-3-24  
Its: Vice President

Approved as to Legal Form Only:

By: \_\_\_\_\_  
Collen M. O'Toole  
Ashtabula County Prosecutor

To ASHTABULA COUNTY: Ashtabula County  
Attn: Thomas Congdon  
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**BOARD OF COMMISSIONERS OF ASHTABULA COUNTY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**F & B ENGINEERING, INC.:**

By:  \_\_\_\_\_ Date: 12-3-24

Its: Vice President

Approved as to Legal Form Only:

By:  \_\_\_\_\_  
Collen M. O'Toole  
Ashtabula County Prosecutor

## **Exhibit A**

### **Scope of Services**

#### **Commercial Building Official**

F&B can provide building official services by an experienced building official as required by the Ohio Building Code. Additionally, services may include on-site and off-site consulting with building department staff regarding processes and procedures, pre-application & post-application meetings and code consultations with owners, owner's representatives, government agencies, adjudication preparation, and attending adjudication hearings. Building official services will only be provided upon request and will be performed by Dennis Bowman, Building Official Certificate no.6240.

#### **Commercial Plan Reviews**

F&B will provide commercial plan review services for the County in accordance with the Ohio Building Code. A code expert with specialized expertise in building, mechanical, plumbing, electrical, and fire protection disciplines will provide plan reviews.

Plan reviews will be professionally prepared and communicated in a formal plan review letter and emailed to the building department in PDF format. Work will be performed by Dennis Bowman Master Plans Examiner Certificate No.6240.

## **Exhibit B**

### **Fees for Services**

Rates are as follows:

Commercial Building, Electrical, Mechanical, Plumbing, & Fire Protection Plan Reviews: \$110.00/hour

\$110.00/hour

Commercial Building Official Services