

RESOLUTION APPROVING INDEPENDENT CONTRACTOR AGREEMENT WITH JAMES R. DUBER OF DUBER ARCHITECTURAL & CONSULTING SERVICES, LLC FOR INSPECTION AND PLAN REVIEW SERVICES, BUILDING DEPARTMENT

WHEREAS, Thomas Congdon, Ashtabula County Chief Building Official, has presented an Independent Contractor Agreement for the approval of the Board, to-wit:

- PROVIDER:** James R. Duber of Duber Architectural & Consulting Services, LLC, 87 Maple Hill Dr., Chagrin Falls, OH 44022
- SCOPE:** Plan Review & Inspection Services for the Ashtabula County Building Department including: Building (Commercial and Residential); Mechanical, Plans Examiner and Electrical Inspection
- COST:** **Not to Exceed, \$70,000.00 (\$130/hr.)**
- TERM:** Begins upon signing on an as-needed basis

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.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-324

July 22, 2025

**RESOLUTION APPROVING INDEPENDENT CONTRACTOR AGREEMENT WITH
JAMES R. DUBER OF DUBER ARCHITECTURAL & CONSULTING SERVICES, LLC
FOR INSPECTION AND PLAN REVIEW SERVICES, BUILDING DEPARTMENT**

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

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Absent

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

DUBER ARCHITECTURAL & CONSULTING SERVICES, LLC

PROPOSAL FOR: Plans Examination Services

Jurisdiction: Ashtabula County Building Department
attn: Thomas J. Congdon, Building Official
25 W. Jefferson Street
Jefferson, OH 44047

Date: July 10, 2025 **REVISED** (Revisions limited to Standard Terms and Conditions noted on Exhibit B)

SCOPE OF SERVICES

James R. Duber of Duber Architectural & Consulting Services, LLC (DACs) shall provide plans examination services when requested by the Ashtabula County Building Department.

PROFESSIONAL FEES AND EXPENSES

Plans examination services shall be provided at an hourly rate of \$130.00. A statement shall be provided with each plan review.

TERMS OF SERVICE

Terms of Service shall be as indicated this Proposal and on Exhibit B.

TIME OF PAYMENT

We will invoice monthly for services performed in the previous month and expenses. Payments are payable upon receipt of invoice.

Thank you for the opportunity to provide professional services. If this proposal is acceptable, please sign below and return one copy.

Respectfully submitted,

James R. Duber, Architect, Certified Building Official, and Master Plans Examiner
Duber Architectural & Consulting Services, LLC

Attachments: Exhibit B – Standard Terms and Conditions for Professional Services

CLIENT APPROVAL

Thank you for the opportunity of providing Consulting services. If this proposal is acceptable, please sign below and return one copy.

| | |
|---------------------------|-----------|
| Authorization to Proceed: | |
| | |
| Authorized Representative | Date |
| | 7-15-2025 |

DUBER ARCHITECTURAL & CONSULTING SERVICES, LLC

EXHIBIT B - STANDARD CONDITIONS FOR PROFESSIONAL SERVICES

1. Duber Architectural & Consulting Services, LLC (DACS), will invoice monthly for services performed in the previous month and for reimbursable expenses. Invoices are due and payable upon receipt. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date. If an invoice has not been paid for 30 days, a service charge of 1.5% per month will be applied to the unpaid balance.
2. In the event any portion of an account remains unpaid 45 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees; additionally, DACS may, without waiving any claim or right against Client and without liability whatsoever to the Client, suspend the performance of service.
3. Cost for duplication, printing, postage, travel, and similar expenses shall be in addition to the fee listed in the agreement and shall be paid by the Client at the rates indicated on Exhibit A.
4. The Client and DACS have the right to terminate this agreement for convenience at any time. All prior billing and all hourly time expended through the date of termination shall become due and payable immediately to DACS.
5. The Client shall indemnify and hold harmless DACS, its representatives, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs, and expenses, including attorney's fees, arising out of or claimed to arise out of any error, omission, or negligent act of the Client or anyone acting in the Client's behalf in connection with or incident to the Agreement.
6. In the event the Client makes a claim against DACS at law or otherwise, for any alleged error, omission, or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including, but not limited to, expert witness fees, deposition fees, transcription fees, court costs, and all such other fees including attorney's fees at both the trial and appellate levels, incurred by DACS in defending itself against the claim.
7. In connection with the services performed hereunder, DACS will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other guarantees or warranty, expressed or implied, is made.
8. The Client and DACS waive claims against each other for consequential damages arising out of or relating to the services and work of this agreement or from the suspension of services due to non-payment or delayed payment of services.
9. Limitation of Liability. Should DACS be found to be negligent in the performance of its services or have breached its contract, the Client and all parties claiming through the Client agree that the maximum aggregate of the liability of DACS shall be limited to \$50,000 or the total fee paid to DACS for its services whichever amount is greater. Said sum shall be the aggregate for all claims arising out of any given occurrence, negligent act, error, or omission. It is further agreed that DACS will be liable only to the extent that its negligent acts, performance, or omissions contribute to the damages.
10. Severability. Any part, provision, or representation of this Agreement which is prohibited, or which is held to be void or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
11. Waiver of Subrogation. Each party agrees that with respect to any losses covered by insurance, other than those losses caused by the other party's gross negligence or intentional acts, each party hereby waives and releases the other from any and all claims and liability or responsibility with respect to such losses. Each party further agrees that its insurance companies shall have no right of subrogation against the other on account of this release.
12. The provisions in Items 5, 6, 8, 9, 10, 11, and 12 shall remain in force after completion of services or if the contract is terminated by either party.

The Client and DACS recognize that the Client is a county entity, and as such, certain contractual terms under Ohio Revised Code Section 307.901 cannot be enforced against it.

DUBER ARCHITECTURAL & CONSULTING SERVICES, LLC

87 Maple Hill Dr. Chagrin Falls, OH 44022 ph: 216-526-4145 email: James@DuberACS.com

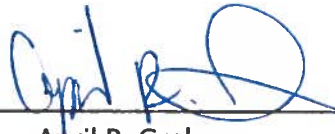
ARCHITECTURE, EXPERT WITNESS, CODE CONSULTING & PLAN EXAMINATION SERVICES

Signature Page

AGREEMENT TITLE: Standard Conditions for Professional Services

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: _____

7/10

~~6/17~~/2025

Reviewed by Earl F. Stoll, Assistant Prosecutor

ES

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 2025, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds: 1001.001.107-601 Contract Services Building Department.

In the amount of \$70,000 for year 2025 and free from any previous encumbrances.

Agreement Title: Plans Examining & Inspection Services

A handwritten signature in black ink, appearing to read 'S. Yamamoto', with a horizontal line extending to the right from the end of the signature.

Scott Yamamoto, Ashtabula County Auditor

Contact: Cari Ellsworth, Office Manager

Date: July 14, 2025