

PERSONAL SERVICES CONTRACT
between
CITY OF GAHANNA, OHIO
and
TOOLE & ASSOCIATES

This Agreement is entered into by and between the City of Gahanna (hereinafter referred to as "City"), and Toole & Associates (hereinafter referred to as "Contractor"), who hereby agree to the terms and conditions set forth in this contract.

The parties hereto agree to the following provisions:

- a) In exchange for consideration herein stated, the Contractor agrees to provide personal services and perform the following functions for the City:
- As back-up Ohio Certified Residential Building Official, Residential Plans Examiner, and Residential Building Inspector in accordance with the Residential Code of Ohio (RCO)
 - As back-up Ohio Certified Building Official in accordance with the Ohio Building Code (OBC)
 - As back-up Ohio Certified Master Plans Examiner in accordance with the Ohio Building Code
 - As back-up Ohio Certified Building Inspector in accordance with the Ohio Building Code
 - As back-up Ohio Certified Electrical Safety Inspector in accordance with the Ohio Building Code and Residential Code of Ohio
 - Review plans for conformance with the RCO and return plans to the City within 14 calendar days of receipt of plans
 - Review plans for conformance with the OBC and return plans to the City within 14 calendar days of receipt of plans
 - Upon completion of plan reviews, provide to the City a review or compliance letter in the form established by the City
 - Upon completion of building inspections, provide to the City a daily report on the inspections performed indicating project name, address, and status of inspection and any necessary notes as required ~~in the Android app~~ before 9:00am of the following work day
 - Provide preliminary plan review services when requested and authorized by the City
 - Act as the City's representative at hearings before the City Board of Building and Zoning Appeals
 - Act as the City's representative at hearings before the Ohio Board of Building Appeals
 - Furnish monthly reports indicating name, address, (and number of hours if OBC project) for review of each plan
 - Furnish an annual report of plan review services indicating the project address, project name, construction type, building area, and construction cost for OBC plan reviews
 - Furnish an annual report of plan review services indicating the project address, owner, building area and construction cost for RCO plan reviews

- The City will provide an accurate inspection request by 5:00pm the day before inspections. Contractor is not required to add additional inspection requests after 8:30am on the day of inspection.
- b) Contractor is to utilize all time necessary to perform the functions and fulfill the requirements of the projects as outlined by the City. Contractor understands the City functions during the normal business hours of 8:00am and 5:00pm, Monday through Friday, and is closed for all legal holidays.
 - c) ~~Contractor shall provide an Android device for his employees for receiving the inspection requests and imputing inspection results.~~
 - d) Contractor will be required to update the Director of ~~Public Service Planning~~ or his/her designee at least once each month regarding the plan reviews and inspections. Any deviation by the City from the requirements and functions listed above will be communicated from the Director of ~~Public Service Planning or his/her designee~~. Should the Contractor desire to deviate from the requirements and functions listed above, the Contractor must obtain approval, in writing, from the Director of ~~Public Service Planning or his/her designee~~.
 - e) It is understood between the parties that the Contractor will exercise the level of skill and care ordinarily exercised by those performing services within the same profession under similar circumstances to carry out the work required and shall provide services in an efficient, professional, and courteous manner.
 - f) Contractor will document hours worked and tasks completed as required by the Director of ~~Public Service Planning~~ or his/her designee. Any additional documentation beyond what is currently provided shall be agreed upon by both parties.
 - g) Contractor agrees to carry sufficient general liability, professional liability, and Workers' Compensation insurance policies which are in effect and will remain in effect throughout the duration of this project. Contractor shall furnish the City with a Certificate of Insurance for a minimum of \$1 million for general liability insurance and professional liability insurance at the start of the contract.
 - h) Contractor shall hold the City harmless for any loss or damage he may incur as a result of this contractual relationship.
 - i) Contractor will be required to provide own transportation and general office supplies. Contractor agrees all work performed and any documentation resulting from the projects must be turned over to the City at the completion of the projects or end of this contract, whichever event is first.
 - j) In consideration for providing the said personal services, the City will pay the Contractor for professional services as outlined in the attached fee schedule and all expenses as outlined. Contractor will submit monthly invoices no later than the 15th day of the following month.

k) This personal services contract ~~shall be for 3 years commences~~commencing January 1, ~~2019~~2022, and ~~expires~~ending December 31, ~~2021~~2024 ~~with the provision for two (2) separate renewals of one (1) year each upon written mutual Agreement of both parties.~~

l) Either party may terminate this Agreement for any reason, in whole or in part, by the giving of fifteen (15) days written notice to the other party. This contract shall be subject to immediate termination by the City when the City has exhausted all funds legally available for all payments due under such contract.

m) It is further agreed that the City may terminate this Agreement immediately should Contractor engage in any of the following:

- dishonesty of a material nature that relates to the performance of services under this Agreement
- criminal conduct that relates to the performance of services under this Agreement or that undermines Contractor's ability to perform services under this Agreement
- failure to satisfactorily perform duties as outlined in the Agreement

and the City shall have no other financial or other obligations under the Agreement thereafter.

n) The parties hereto specifically agree that the Contractor is not to be deemed an employee for any purpose whatsoever. In that regard, said Contractor is solely in charge of his work schedule and work product. The City and its officers and employees shall not exercise any supervisory control over said Independent Contractor.

o) The fee and services described herein comprise the whole and complete requirements of the Contractor and City.

p) This contract is between an Independent Contractor and the City of Gahanna and is not a contract of employment.

q) If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

r) This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the Contractor providing services to the City. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no agreement, statement, or promise not contained in the Agreement shall be valid or binding.

s) Neither Contractor nor the City may modify, amend, or waive the terms of this Agreement other than by a written instrument signed by the City and Contractor.

t) Either party's waiver of the other party's compliance with any provision of this Agreement is not a waiver of any other provision of this Agreement or of any subsequent breach by such party of a provision of this Agreement.

This Agreement is entered into this _____ day of _____, 20_____.

CITY OF GAHANNA
200 S. HAMILTON ROAD
GAHANNA, OH 43230

TOOLE & ASSOCIATES
454 E. MAIN STREET – SUITE 236
COLUMBUS, OH 43215
(614) 224-2300

BY:

BY:

LAURIE A. JADWIN, MAYOR

APPROVED AS TO FORM:

RAYMOND J. MULARSKI
CITY ATTORNEY

FEE SCHEDULE

Residential 1, 2 & 3 Family Dwelling Units

Fixed Fee (Individual Residence)	\$110.00 each
Resubmitted and Minor Alterations	\$65.00 each

Non-Residential (OBC) Plan Review

Building Official	\$90.00 per hour
Plans Examiner	\$78.00 per hour

Building Inspection Services

~~\$65.00~~ \$70.00 per hour

Additional Services (as requested by the City)

\$90.00 per hour

Direct Expenses ~~(cost plus 10%)~~

Mileage (Rate permitted by the IRS)	\$0.57 <u>\$0.56</u> per mile
Postage and Delivery	Actual cost
Copying and Reproduction (if necessary)	Actual cost