

PERSONAL SERVICES CONTRACT
between
CITY OF GAHANNA, OHIO
and
FEINKNOPF MACIOCE SCHAPPA ARCHITECTS, INC.

This Agreement is entered into by and between the City of Gahanna (hereinafter referred to as "City"), and Feinknopf Macioce Schappa Architects, Inc., (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 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
 - Review plans for conformance with the RCO and return plans to the City within 15 calendar days of receipt of plans
 - Review plans for conformance with the OBC and return plans to the City within 21 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
 - 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 report indicating name, address, and number of hours for review of each plan review
 - 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

- 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 will be required to update the Director of Planning & Development or his designee at least once each month regarding the plan reviews. Any deviation by the City from the requirements and functions listed above will be communicated from the Director of Planning & Development or his 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 Planning & Development.
- d) 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.
- e) Contractor will document hours worked and tasks completed as required by the Director of Planning & Development or his designee.
- f) 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 each for general liability and professional liability insurance at the start of the contract.
- g) Contractor shall hold the City harmless for any loss or damage that may be incurred as a result of this contractual relationship.
- h) 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.
- i) It is understood between the parties that the City shall make arrangements with the courier of their choosing for the pick-up and delivery of plans between the City and the Contractor. Charges will be paid directly to the courier by the City.
- j) In consideration for providing the said personal services, the City will pay Contractor \$78 per hour for professional services 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 commences January 1, 2016 and expires December 31, 2016.
- 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
- fails 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_____.

FEINKNOPF MACIOCE SCHAPPA ARCHITECTS, INC.
995 W. THIRD AVENUE
COLUMBUS, OH 43212-3109
(614) 297-1020

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

REBECCA W. STINCHCOMB, MAYOR

APPROVED AS TO FORM:

SHANE W. EWALD
CITY ATTORNEY