

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 091

By: Mr. Schonhut

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW INDEPENDENT CONTRACTOR AGREEMENT WITH JULIE SIPKA FOR PROFESSIONAL ARCHITECTURAL SERVICES IN CONNECTION WITH THE BUILDING CODE OF THE CITY OF STRONGSVILLE AND THE OHIO BUILDING CODE, AND DECLARING AN EMERGENCY.

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and construction of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for the independent contractor services of qualified Certified Plans Examiners to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications, in order to assist the Building Department.

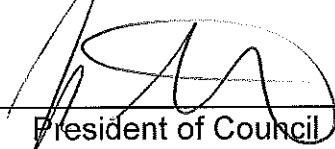
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO, BY UNANIMOUS VOTE:

Section 1. That the Mayor be and is hereby authorized and directed to enter into an Independent Contractor Agreement retroactive to January 1, 2016 and thereafter through March 31, 2018, with **JULIE SIPKA of SIPKA ARCHITECTS** to provide personal services in the nature of plans examination services in connection with the Building Code of the City of Strongsville and the Ohio Building Code, in the form attached hereto as Exhibit A.

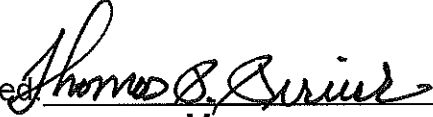
Section 2. That the funds necessary for the purpose of such Agreement have been appropriated for the year 2016, and shall be paid from the General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to assist the Building Department in carrying out the provisions of the Ohio Building Code, to provide more efficient plans review and to thereby facilitate various projects within the City. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.



President of Council

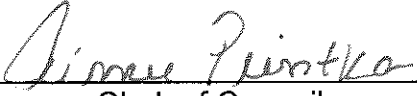
Approved: 

Mayor

Date Passed: April 18, 2016

Date Approved: April 19, 2016

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Daymut	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Dooner	<input checked="" type="checkbox"/>	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

Attest: 

Clerk of Council

ORD. No. 2016-091 Amended: _____
 1st Rdg. 04-18-16 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 04-18-16 Defeated: _____

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PLANS EXAMINER SERVICES**

THIS AGREEMENT, by and between the **CITY OF STRONGSVILLE**, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called the "City", and **Julie Sipka**, of the firm **Sipka Architects**, located at 3339 South Smith Road, Fairlawn, Ohio 44333 hereinafter called the "Consultant".

WHEREAS, the Building Department of the City is a Certified Building Department pursuant to the rules and regulations for Certification of the Ohio Board of Building Standards to accept, examine, approve and inspect plans and specifications and constructions of buildings and structures regulated by the Ohio Building Code; and

WHEREAS, the City has and will continue to have in its employ full-time personnel meeting the specific requirements of the Board of Building Standards to enforce the provisions of the Ohio Building Code for approval of plans and specifications; and

WHEREAS, the City is desirous of contracting for qualified Assistant Certified Plans Examiners to enforce the provisions of the Ohio Building Code relating to approval of plans and specifications in order to assist its full-time personnel in performing their normal plans examining duties; and

WHEREAS, by and through Ordinance No. 2016-091, the Council of the City of Strongsville authorized the Mayor to enter into a contract for professional architectural services in connection with the Building Code of the City;

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION I - SCOPE OF SERVICES

Upon request of the Building Commissioner, the Consultant agrees to provide to the City, on a priority basis, professional services as a certified plans examiner to review and examine construction documents submitted to the Building Department of the City to determine compliance with the Ohio Building Code and pursuant to the provisions of the Ohio Administrative Code throughout the duration of this Agreement.

SECTION II - TERM OF AGREEMENT

“The term of this Agreement shall commence retroactive to January 1, 2016, and shall terminate on the 31st day of March, 2018, unless extended by the parties.”

SECTION III - PAYMENT

The City agrees to pay the Consultant plan review fees based upon the State fee structure utilizing the Building Valuation Data method as published by the International Code Council Building Safety Journal. **The maximum TOTAL review fees paid per project shall not exceed 12% of the calculated "Building Permit Fee" established through formulary adopted within the Strongsville Codified Ordinances. In no case will the hourly rate charged exceed \$120.00 per hour.** Invoices setting forth these charges shall be submitted as accrued on a regular basis. The Consultant will be fully and solely responsible for his payment of all taxes and other charges on his compensation as required by federal, state or local law, including but not limited to all City of Strongsville municipal income taxes.

SECTION IV - AGENCY

It is expressly understood and agreed that in the performance of services under this Agreement, Consultant shall act as agent of the City for purposes of certifying various plans review in accordance with State law. However, in every other respect, the Consultant will be an independent contractor and neither party shall be deemed a servant, employee or representative of the other.

SECTION V - PLANS AND DOCUMENTS

All applications, construction documents, reports, design notes, inspection records and all other documents submitted to or prepared by the City, its employees and the Consultant, which are in the possession of the Consultant, shall be and remain public records of the City and shall be furnished or returned to the Building Department immediately upon request of the Building Commissioner.

SECTION VI - SUSPENSION OR TERMINATION OF PERFORMANCE

The Mayor may at any time, and for any reason, direct Consultant to stop work under this Agreement for any period of time. Such direction shall be in writing and shall specify the period during which work shall be stopped. Consultant shall resume work upon the date specified in such direction, or upon such other date as the Mayor may thereafter specify in writing.

The Mayor may at any time, and for any reason, terminate this Agreement by written notice to Consultant specifying the termination date, which shall not be less than seven (7) days from the date such notice is given. In the event of such termination, Consultant shall be paid such amount as shall compensate him for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be subject to approval by the Mayor. Termination under this section shall not give rise to any claim against the Mayor or the City for damages or for the compensation in addition to that provided hereunder.

SECTION VII - PERSONAL SERVICES OF CONSULTANT

It is the intent of this Agreement to secure the personal services of Consultant. Failure of Consultant for any reason to make such personal service available to the City to the extent necessary to perform the services required skillfully and promptly shall be grounds for termination of this Agreement.

SECTION VIII - ASSIGNMENT

Consultant shall not assign, transfer, convey, pledge, sublet or otherwise dispose of this Agreement without the prior written consent of the Mayor and Council, if required by law.

SECTION IX - TIME OF PERFORMANCE

The work to be performed under this Agreement shall commence promptly and shall be pursued diligently and completed promptly and within the time parameters established for the performance of such work in the applicable provisions of the Ohio Building Code and in accordance with requests of the City's Building Commissioner. Time is of the essence in the performance of all phases of this Agreement.

SECTION X - AUDIT AND REVISION

This Agreement and all payments hereunder shall be subject to audit and revision by the Mayor and the Director of Finance, or their designated representatives.

SECTION XI - FUNDING SOURCE

All payments shall be paid by the City out of such monies as may be reserved by the Director of Finance of the City for the purposes herein provided. The Mayor and any other person or agency duly authorized to act for and on behalf of the City shall not by virtue of such authority or action be liable in any manner whatsoever to Consultant.

SECTION XII - INSURANCE

Consultant will secure and maintain during the life of this Agreement the following insurance, limits and conditions:

Comprehensive General Liability coverage including personal injury coverage and contractual liability coverage with minimum limits of \$1,000,000.00, respectively.

Comprehensive Automobile Liability coverage including owned, nonowned, and hired coverage. The minimum limits shall be \$500,000.00 for bodily injury and \$250,000 for property damage liability.

Professional Liability Insurance in the amount of \$500,000.00 as the minimum limit to cover all sums which Consultant shall become legally obligated to pay as damages by reason of any act, error or omission committed or alleged to have been committed by Consultant or any person or organization for whom Consultant is legally liable.

Compliance with the Ohio Workers' Compensation Act and Ohio Unemployment Compensation law for all employees engaged in work under this Agreement.

All required insurances shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance. As soon as practical upon execution of this Agreement and before commencing any performance hereunder, Consultant shall deposit, with the Mayor, the original policies or insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Mayor of the payment of premiums and thereafter not less than ten (10) days before the expiration dates of the expiring policies.

SECTION XIII - AMENDMENTS

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by the Mayor and, when required by law, the Council.

SECTION XIV - NOTICES

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

SECTION XV - CONFLICT OF INTEREST/DISCLOSURE

Consultant covenants that he has no interest, nor shall he acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement.

The Consultant affirms that Consultant has not agreed to make any valuable gift whether in the form of service, loan, thing or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide plans review services to the City. A voluntary campaign contribution made pursuant to law shall not be considered as a valuable gift for the purpose of this Agreement.

SECTION XVI - DISCRIMINATION PROHIBITED

In performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of gender, race, color, religion, national origin or ancestry, age or physical handicap.

SECTION XVII - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes any and all prior negotiations, representations or agreements, either written or oral. It shall not be changed, amended, or modified without the prior written approval of both parties hereto, including the City’s Mayor and when required by law, the Council.

SECTION XVIII - EFFECTIVE AND BINDING

This Agreement shall not become effective or binding upon the City unless and until the Council shall have authorized the Mayor to execute the same, thereafter the Director of Finance of the City shall have endorsed hereon his certificate of availability of funds applicable to this Agreement. Evidence of said authorization and certification of funds shall be issued to Consultant by the City before Consultant will proceed with the work.

SECTION XIX - CAPTIONS AND HEADNOTES

The captions or head notes on articles or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect the Agreement.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this 19th day of April, 2016.

Signed in the presence of:

Mary M. Sikowski

CONSULTANT

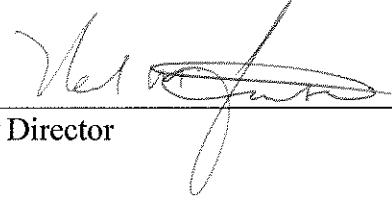
Julie K. Sipka
Julie Sipka of Sipka Architects.

CITY OF STRONGSVILLE, OHIO

Thomas P. Perciak
Thomas P. Perciak, Mayor

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 19th day of April, 2016.



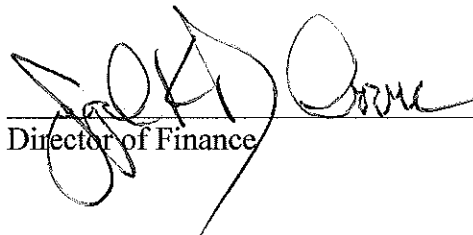
Law Director

CERTIFICATION OF FUNDS

It is hereby certified that the amount required to meet the obligations of this Agreement in the fiscal year in which the Agreement has been made has been lawfully appropriated for the purposes of the agreement and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations or certificates now outstanding.

April 19, 2016

Date



Director of Finance

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

In providing goods and/or services hereunder Vendor, Lessor or CONTRACTOR agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and provisions of Executive Order no. 11246, dated September 24, 1965 as amended by Executive Order No. 11375, dated October 13, 1967 and such other executive orders on non-discrimination in Employment as may be issued with the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time all of which are specifically included by reference and made a part hereof. Vendor, Lessor or CONTRACTOR agree to include the substance of the foregoing clause in every Sub-Contract or Purchase Order for performance of work in furnishing goods and/or services hereunder.

Company: SIPKA ARCHITECTS
By: Judith K. Sipka
Date: 4/6/2014

DELINQUENT PERSONAL PROPERTY STATEMENT

SIPKA ARCHITECTS, having been awarded a Contract by the City of
(name of contractor/proposer)

Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

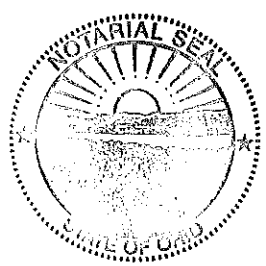
A copy of this statement shall be transmitted to the Cuyahoga County Fiscal Officer and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax \$ 0
Penalties \$ 0
Interest \$ 0

SIPKA ARCHITECTS
(Company Name)
By: Julia K. Sipka
Its: MASTER PLANS EXAMINER,
ARCHITECT

STATE OF Ohio)
) SS:
COUNTY Summit)

6th SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this
day of April, 2016.



MELISSA FERGUSON
Notary Public
In and for the State of Ohio
My Commission Expires
July 05, 2016

Melissa Ferguson
Notary Public

**DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned contractor/bidder hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned contractor/bidder appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best contractor/bidder, even if no state funds are involved.

CONTRACTOR/BIDDER

JULIE SIPKA

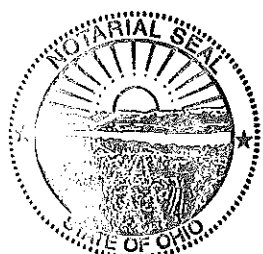
By: Julie K. Sipka

Title: MASTER PLANS EXAMINER,
ARCHITECT

Date: 4/6/2016

STATE OF Ohio)
) SS:
COUNTY OF Summit)

SWORN TO AND SUBSCRIBED before me this 6th day of April,
2016.



MELISSA FERGUSON
Notary Public
In and for the State of Ohio
My Commission Expires
July 05, 2016

Melissa Ferguson
Notary Public

CERTIFICATION AND REPRESENTATIONS

CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

JULIE SIPKA

By: Julie K. Sipka

Title: MASTER PLAN EXAMINER,
Architect

Date: 4/6/2016

STATE OF Ohio)
) SS:
COUNTY OF Summit)

SWORN TO AND SUBSCRIBED before me this 6th day of April, 2016.



MELISSA FERGUSON
Notary Public
In and for the State of Ohio
My Commission Expires
July 05, 2016

[Signature]
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Patricia Cholewa PHONE (A/C, No, Ext): 216-839-2807 E-MAIL: PCholewa@oswaldcompanies.com	FAX (A/C, No): 216-839-2815
	INSURER(S) AFFORDING COVERAGE	
INSURED Sipka Architects 3339 South Smith Road Fairlawn OH 44333	SIPKA-1	INSURER A: XL Specialty Insurance Co. 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 354897920** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

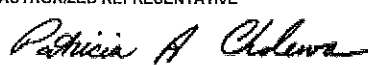
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made RetroDate: Full Prior Acts	N	Y	DPS9724534	6/10/2015	6/10/2016	Each Claim \$500,000 Aggregate \$1,000,000 Pollution & Envir. Liab. Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Strongsville Building Department 16099 Foltz Industrial Parkway Strongsville OH 44136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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