

ORDINANCE NO. 54 -06

BY: Robynn Jones

An Ordinance to authorize contracts for building construction inspection services as required by the Ohio Building Code, Chapter 4101:2-1-45.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor and Auditor be, and each of them hereby is, authorized and directed to execute an agreement with Asebrook & Co. Architects, LLC, to provide backup services for the positions of backup chief building official, plans examiner, and inspector for the Building Department, a copy of which is attached.

Section 2. That the Mayor and Auditor be, and each of them hereby is, authorized and directed to execute an agreement with Asebrook & Co. Architects, LLC, to provide backup plans examination services and backup chief building services for the Building Department, a copy of which is attached.

Section 3. That this Ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: 7-25, 2006

Helen Mac Murray
President of Council

Attest: [Signature]
Clerk of Council

Approved: 7/25, 2006

[Signature]
David H. Madison, Mayor

6/27/06 First Reading
7/11/06 Second Reading
7/25/06 Third Reading
Passed

CONTRACT

BETWEEN THE CITY OF BEXLEY, OHIO, AND ASEBROOK & CO. ARCHITECTS, LLC.

WITNESSETH

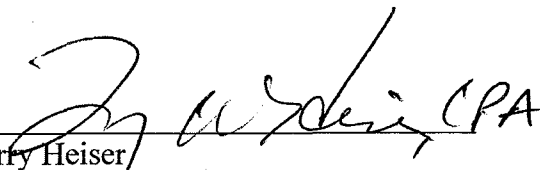
Section 1. Asebrook & Co. Architects, LLC, shall, for consideration hereinafter stated, furnish to the City of Bexley, Ohio, and the inhabitants thereof, backup Chief Building Official, Plans Examiner and inspection services as requested by the City.

Section 2. Said services shall be furnished for a period beginning June 28, 2006 and remaining in force until December 31, 2007 provided, however, that either party to this agreement shall have the right to cancel the same upon three (3) months written notice.

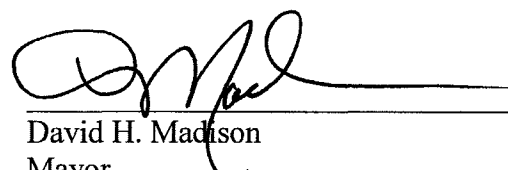
Section 3. The City of Bexley, Ohio shall pay Asebrook & Co. Architects, LLC for said services furnished to the City of Bexley, Ohio, and the inhabitants thereof, in accordance to the fee schedule stated in said contract dated June 22, 2006. The City of Bexley, Ohio to issue all permits and collect all fees.

Section 4. Said sum of sums of money shall be paid by the City of Bexley, Ohio, to Asebrook & Co. Architects, LLC monthly and shall be paid with thirty (30) days after receipt of a statement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and have executed this agreement this _____ day of _____, 2006.



Larry Heiser
Auditor
City of Bexley, Ohio

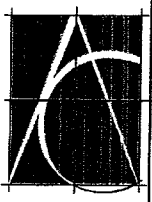


David H. Madison
Mayor
City of Bexley, Ohio

Approved as to form:

James H. Gross
City Attorney
City of Bexley, Ohio

J. Michael Asebrook, AIA
Principle,
Asebrook & Co. Architects, LLC



Asebrook & Co. ARCHITECTS

June 22, 2006

ACA 04101

Mr. David Long
City of Bexley
2242 East Main Street
Bexley, Ohio 43209

Re: Proposal and Contract for Building Department Services
City of Bexley Building Department

Dear Mr. Long:

In order to provide you with detailed information regarding our services, we are pleased to submit our qualifications and scope of services as well as our fee schedule and other required information, for your review.

SCOPE OF SERVICES

Asebrook & Co. Architects, LLC has the resources available to provide the following services for the operational needs of the City of Bexley Building Department. These services can be tailored to fit the City's specific needs. We propose to provide the following contract service for the City of Bexley Building Department.

1. **Chief Building Officials:** State of Ohio Certification, in accordance with the OBC for primary responsibilities for building department administration and code enforcement as needed and directed. The Building Official shall assist the City with overall administration of the Building Department and enforcement of the Ohio Building Code, including the issuance of Certificates of Plan Approval for Construction, Certificates of Occupancy, and such Orders as may be necessary for enforcement of the OBC, and the Residential Code Of Ohio for One, Two and Three Family Dwelling Units.
2. **Plans Examiners:** State of Ohio Certification, in accordance with the OBC for primary responsibilities for the review of plans and specifications for compliance with the provisions of the Ohio Building Codes and standards. Plan examinations are done using checklists that have been developed over many years of experience. The Plans Examiner shall be responsible for the examination of plans for construction of one-to-three family residential units for compliance with the Residential Code of Ohio for One-Two-Three Family Dwelling Units and commercial construction regulated by the Ohio Building Code to determine compliance with the OBC.
3. **Building Inspectors:** State of Ohio Certification, in accordance with the OBC for responsibility of inspection, investigation and determination of conformance and compliance with building codes and standards. We request advance notice of scheduled inspections in order to ensure quality and efficiency.
4. **Electrical Safety Inspectors:** State of Ohio, Board of Building Standards Certification of Competency in accordance with the OBC for responsibility in enforcing applicable electrical provisions of the OBC and the Ohio Residential Code for One-Two-Three Family Dwelling Units. ESI services are available with advance notice.
5. Asebrook & Co. Architects, LLC and our consultants will maintain the State of Ohio Certifications for Building Official, Plans Examiner, Building Inspectors, and Electrical Safety Inspectors (ESI), in accordance with the Ohio Building Code "Continuing Education". This required continuing education would be performed at no cost to the Department.

Asebrook & Co. Architects, LLC.

454 East Main Street • Suite 236 • Columbus, Ohio 43215 • (614) 224-2300 • fax (614) 233-5812

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6. Asebrook & Co. Architects, LLC is flexible in our ability to provide services to the Building Department as well as individual applicants of the City. We provide call ahead scheduling of "walk through" plan reviews and code consultation for the public on a "by appointment" basis. We consult with building department officials immediately if at all possible. If not, we follow-up within four hours in order to serve the Department's needs. Our call ahead service can be scheduled at times convenient for all Participants. Plan reviews and consultations are usually conducted in the offices of Asebrook & Co. Architects, LLC although we will provide services at the City's offices as required.
7. We will prepare plan review comments on Department letterhead for each set of documents examined, including a plan review record. All plans will be reviewed in the order received. Plan examinations will occur in the offices of Asebrook & Co. Architects, LLC within ten (10) working days following our receipt of the documents. Complex projects may take longer for review following our receipt of documents. Incomplete applications or documents that require clarifications by the Applicant typically take longer.
8. We will work with the City of Bexley Building Department to establish the most effective method to receive and transmit plans for review. In our experience utilizing United Parcel Service (UPS) one to two times per week is the most cost efficient way to transmit plans. UPS Standard Ground Service is normally guaranteed by noon the next day. Asebrook & Co. Architects, LLC will transport plans on scheduled meeting dates at no additional cost to the Department.
9. We will communicate regularly with City Officials and Inspectors as applicable. We will provide code interpretations for Officials, prepare state-mandated Reports prepared by the Department, and attend meetings as requested by the Department.
10. We will schedule inspections and dispatch Certified Inspectors within 24 hours of notice.
11. We will provide additional services as requested by the City, as related to consultation on design, development, or other issues of concern. These services will be provided at the rate identified below.
12. Additionally, we offer value added services such as quarterly Continuing Education seminars for our Building Department clients – Classes I, II, III and ESL. Prior seminars have been held on wood products, concrete, soils standards and testing. We offer these seminars free to our clients, including lunch and seminar materials.
13. The duration of this Agreement shall be effective for a base term of one (1) year, and may be renewable annually thereafter. No action shall be required by the City of Bexley or Asebrook & Co. Architects LLC to renew this Agreement with no change in terms. Adjustments in labor and/or expense rates may be made only at the time of renewal except for mileage rates that are updated annually by the Internal Revenue Service.
14. Asebrook & Co. Architects LLC shall carry Professional Liability Insurance in the base amount of \$1,000,000.00. A copy of the insurance certificate shall be available upon request.

~~15. The City of Bexley agrees to defend Asebrook & Co. Architects LLC against all damages, liabilities, legal proceedings or costs arising out of professional services performed under this agreement except in the case of gross negligence on the part of Asebrook & Co. Architects. Each party agrees to waive claims for consequential damages. The amount of recoverable damages for any error or omission, or negligence by Asebrook & Co. Architects LLC shall be limited to the firm's available professional liability coverage.~~

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16. This Agreement shall be construed and enforced under the Laws of the State of Ohio.

17. Each provision of this Agreement shall be separable. If any provision of this Agreement is found to be void or unenforceable, the balance of the Agreement shall remain in full force and effect.

FEE SCHEDULE

Invoices shall be prepared by Asebrook & Co. Architects, LLC and submitted monthly to the City of Bexley Building Department. The invoices shall indicate the hours spent by each labor classification, the hourly rate for each labor classification, the actual cost of direct expenses, and the total monthly cost. The Department shall review each invoice submitted and authorize payment within thirty (30) calendar days. Questions regarding items invoiced shall be resolved within fifteen (15) calendar days, and a replacement invoice submitted if required. Records of all labor and expenses shall be available to the Department's authorized representative at mutually convenient times.

The rates established by this proposal are as follows:

Residential 1, 2, 3, Family Dwelling Units

Fixed Fee (Individual Residence)	\$ 110.00 / Each
Resubmitted Reviews	\$ 60.00 / Each

Commercial Building Plan Review

Building Official	\$ 90.00 / Hour
Plans Examiner	\$ 75.00 / Hour
Clerical	\$ 45.00 / Hour

Building Inspection Services \$ 55.00 / Hour

Electrical Safety Inspection Services \$ 55.00 / Hour

Additional Services (as requested by the City) \$ 90.00 / Hour

Direct Expenses (To be invoiced at cost plus 10%)

Mileage (Rate permitted by the IRS, as adjusted annually)	\$ 0.345 / Mile (as of 1/06)
Postage and Delivery	Actual Cost
Copying and Reproduction (if necessary)	Actual Cost

BENEFITS TO THE CITY OF BEXLEY

1. **Service to the Public:** Plans examination is consistent with ICC interpretations; review time is minimized for quicker turn-around of examinations and permits.
2. **Uninterrupted Service:** The City of Bexley Building Department will experience no "down time" or reduced service due to legal holidays or vacations or other staff shortages within the Department.
3. **Turn-Around:** Our typical turn-around time is ten calendar days.
4. **Consistency:** We will conform to the operational requirements of the City of Bexley.

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- 5. **Accuracy:** Accurate records of all costs associated with the City of Bexley activities will be provided on a monthly basis, with our invoice.
- 6. **Quality Assurance:** Plan reviews follow a well-developed and formal checklist to ensure consistency and a high standard of quality in code enforcement and standards.
- 7. **Accessibility:** We pride ourselves on being readily available to the Department and applicants.
- 8. **Emphasis** on communicating with applicants and being accessible to answer question.
- 9. **Team Work:** Asebrook & Co. Architects, LLC works diligently to provide services that seamlessly blend with the efforts of the City. Often applicants are not aware we are on contract. We work hard to reflect well on the City, minimizing conflicts. We want to issue permits and partials to help keep applicants moving. **We recognize the building code is intended to regulate construction, not stifle development.**
- 10. **Value:** We are able to provide the City with the "best and least expensive service" because of our experienced and efficient staff.

We very much appreciate the opportunity to provide these services to the City of Bexley Building Department.

Sincerely,

Asebrook & Co. Architects, LLC

J. Michael Asebrook, AIA
Principal

JMA/ kjc

We agree as to the terms and conditions as set forth above. This Agreement is entered into the 25th day of July, 2006.

For the City of Bexley

Approved as to form:

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A 15 provides for indemnification of the contractor by the City. This provision is not legal - municipalities can't provide indemnity under the Ohio Constitution. Therefore, I marked it out.