

RESOLUTION NO.: 90-2023  
INTRODUCED BY: Mayor Thomas

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS, INC. FOR BUILDING OFFICIAL AND PLANS EXAMINER SERVICES AND APPROVING THE APPOINTMENT OF WILLIAM G. GALLAGHER AS COMMISSIONER OF BUILDING, ZONING AND HOUSING UNTIL SUCH TIME AS THE CITY APPOINTS A FULLTIME COMMISSIONER.**

WHEREAS, the City of Richmond Heights is in need of and CT Consultants, Inc. ("CT") has proposed to provide Building Official and Plans Examiner professional services and a temporary, interim Commissioner of Building, Zoning and Housing until such time as the City appoints a full-time Commissioner;

WHEREAS, the Mayor desires to appoint CT's principal, William G. Gallagher, AIS NCARB, as the "Interim Commissioner of the Division of Building, Zoning and Housing" and for CT to provide such Building Official and Plans Examiner professional services;

WHEREAS, this Council approves the appointment of CT's principal, William G. Gallagher, AIS NCARB, as the "Interim Commissioner of the Division of Building, Zoning and Housing" and desires to authorize the Mayor to enter into a professional services agreement between City of Richmond Heights and CT Consultants, Inc. substantially in the form of the Agreement attached hereto as Exhibit A in an amount not to exceed Sixty Thousand Dollars (\$60,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into an Agreement with CT Consultants, Inc. for Building Official, Plans Examiner, and Commissioner of Building, Zoning and Housing professional services with the cost thereof not to exceed Sixty Thousand Dollars (\$60,000.00) without further authorization of this Council and under the terms and conditions of the Agreement attached hereto as Exhibit A.

Section 2: The appointment by the Mayor of William G. Gallagher as temporary Interim Commissioner of the Division of Building, Zoning and Housing is hereby approved until such time as a fulltime Commissioner is duly appointed or otherwise terminated pursuant to the Agreement set forth in Exhibit A hereto and that the duties of Mr. Gallagher shall be as set forth in Exhibit A hereto.

Section 3: The Director of Finance is authorized to utilize General Fund #100 for the cost of the Agreement authorized in Section 1 above.

Section 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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, including Section 121.22 of the Ohio Revised Code.

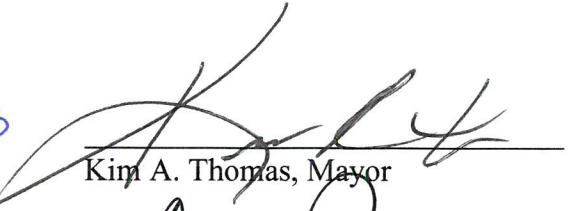
Section 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: June 27, 2023

APPROVED: June 27, 2023

ATTEST: Donnie L. Hunter

Donnie L. Hunter  
Clerk of Council

  
Kim A. Thomas, Mayor

  
Bobby Jordan  
President of Council

## EXHIBIT A

### AGREEMENT Between CITY OF RICHMOND HEIGHTS And CT CONSULTANTS, INC.

This Agreement is entered into between the City of Richmond Heights (the "City"), a municipal corporation of the State of Ohio, pursuant to Resolution No. 90-2023, passed \_\_\_\_\_, 2023, and CT Consultants ("CT"), Inc., an Ohio corporation, 8150 Sterling Court, Mentor, OH 44060, pursuant to CT's proposal to the City to provide Building Official and Plans Examiner services until such time as the City hires a full-time Commissioner of Building, Zoning and Housing.

#### I. SCOPE OF SERVICES

1. CT will provide contract Building Official and Master Plans Examiner services as set forth and required in Section 104.2. of the Ohio Building Code as follows:
2. Building Official services include approving commercial and residential projects for conformance with the Ohio Building Code (OBC) and Residential Building Code (RBC), signing building and occupancy permits, addressing contractor's questions relating to the plans examination letters and the construction process, performing Architectural Review Board services and meeting with appropriate City representatives as needed.
3. Master Plans Examination services include performing reviews for Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Alarm, Fire Suppression and Commercial Hoods as required by the State of Ohio. Building Code items may include the following:
  - Ohio Building Code
  - Ohio Mechanical Code
  - Ohio Plumbing Code
  - National Electrical Code
  - NFPA Fire Protection Systems
4. Pursuant to the terms of the Agreement, CT's Principal, William G. Gallagher, shall be appointed to serve as the City's temporary "Interim Commissioner of the Division of Building, Zoning and Housing" and shall have the authority and obligation to sign and issue all building and demolition permits and certificates of occupancy on behalf of the City.

#### II. SERVICES PROVIDED by the CITY

The Client hereby agrees to provide the following:

1. Designate a person to function as the City's representative with respect to the services to be rendered under this Agreement who shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to the services for the project.
2. CT will perform services at our Mentor office. All submissions to be in an electronic format to expedite reviews. CT will coordinate all review resubmittals until approved. City will coordinate permit approval with the applicant.
3. City is responsible for hourly rate and mileage costs associated with meetings at the City.
4. Elements that are not considered in the realm of CT's responsibilities includes supervision of City employees, compliance with Engineering reviews, commercial/residential inspections, or residential maintenance enforcement.
5. While not specifically requested, CT can coordinate Zoning and Fire Prevention Review Services, which may include duties as required in the Ordinances, such as commercial use review, signage review, land use review, Ohio Fire Code, and applicable requirements adopted by the City.

### III. TERM

The term of this Agreement shall commence on June 28, 2023, and shall, unless terminated earlier, expire upon the City's notification to CT of its employment of a full-time Commissioner of Building, Zoning and Housing and that official's start date.

### IV. PAYMENT

The City shall compensate CT for the performance of Building Official and Plans Examiner services on an hourly basis, as set forth in Section V, Fee and Billing, below. The total amount of compensation under this Agreement shall not exceed Sixty Thousand Dollars (\$60,000), unless an additional amount is approved by the City Council and as agreed to in writing by the parties.

### V. FEE AND BILLING

Work will be performed by or under the supervision of William G. Gallagher, AIA NCARB, Building Official and Master Plans Examiner Certificate No. 509, or Jonathan R. Meola, P.E., Master Plans Examiner Certificate No. 984. Billing rates for services are:

1. Building Official and Master Plans Examiner - \$210/hour for Bill Gallagher.
2. Master Plans Examiner - \$150/hour for Jon Meola (Hood and Fire Suppression only).
3. Mileage is billed at IRS rates; typical overhead expenses (copies, postage, etc.) are included in the staff hourly rates and are not billed separately.

CT will accomplish and invoice the work outlined in the Scope of Services on an hourly basis. Invoices detailing the work performed and number of hours worked based on fifteen (15)-minute increments will be submitted monthly based on that portion of work completed during the month. Invoices are due upon receipt and past due thirty (30) days after receipt. These services and rates are valid through December 31, 2023.

#### VI. TERMS AND CONDITIONS OF AGREEMENT

The Terms and Conditions of Agreement attached hereto as Exhibit A are hereby incorporated into this Agreement as if fully rewritten herein.

Wherefore, the parties have set their signatures hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CT CONSULTANTS, INC.:**

By: \_\_\_\_\_  
WILLIAM G. GALLAGHER, AIA NCARB  
Principal, CT CONSULTANTS, INC.

**CITY OF RICHMOND HEIGHTS:**

By: \_\_\_\_\_  
MAYOR KIM A. THOMAS  
CITY OF RICHMOND HEIGHTS

APPROVED FOR LEGAL FORM:

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R. Todd Hunt  
Director of Law, City of Richmond Heights

#### FISCAL OFFICER'S CERTIFICATE

I, Joseph Filippo, Director of Finance for the City of Richmond Heights, hereby certify that the funds required for payment of the obligations under the foregoing agreement have been or will be appropriated for such purpose and are otherwise unencumbered.

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Joseph Filippo, Director of Finance,  
City of Richmond Heights

## EXHIBIT A

### **CT CONSULTANTS TERMS & CONDITIONS OF AGREEMENT**

The following conditions and provisions define the basic terms relating to the services and compensation agreed to and as outlined in the Agreement for Division of Building Services (“Agreement”), which this is attached to and incorporated therein as Exhibit A by reference.

OWNER: City of Richmond Heights

BUILDING OFFICIAL/PLANS EXAMINER: CT Consultants, Inc.

AGREEMENT DATE: 6/28/2023

#### **ARTICLE 1 - SERVICES OF BUILDING OFFICIAL/PLANS EXAMINER**

##### **1.01 Scope**

A. BUILDING OFFICIAL/PLANS EXAMINER'S principal, William G. Gallagher, shall be appointed by the OWNER as OWNER'S temporary “Interim Commissioner of the Division of Building, Zoning and Housing” and shall provide all Services set forth in the Scope of Services in the Agreement. Upon the Agreement becoming effective, BUILDING OFFICIAL/PLANS EXAMINER is authorized to begin unless otherwise stipulated to by the OWNER.

B. BUILDING OFFICIAL/PLANS EXAMINER's scope of services shall include, but shall not be limited to, the issuance of building and demolition permits and certificates of occupancy on behalf of OWNER.

C. BUILDING OFFICIAL/PLANS EXAMINER's scope of services shall not include the supervision and management of OWNER's employees, commercial/residential inspections, or residential maintenance enforcement.

#### **ARTICLE 2 - PAYMENTS TO BUILDING OFFICIAL/PLANS EXAMINER**

##### **2.01 Methods of Payment for Services and Reimbursable Expenses of BUILDING OFFICIAL/PLANS EXAMINER**

A. *Preparation of Invoices.* Invoices will be prepared in accordance with BUILDING OFFICIAL/PLANS EXAMINER's standard invoicing practices and will be submitted monthly to OWNER by BUILDING OFFICIAL/PLANS EXAMINER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in the Agreement including additional services and reimbursable costs, if any.

B. *Payment of Invoices.* Invoices are due and payable within (45) days of receipt. In addition, BUILDING OFFICIAL/PLANS EXAMINER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until BUILDING OFFICIAL/PLANS EXAMINER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

*C. Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

*D. Payments Upon Termination.*

1. In the event of any termination, BUILDING OFFICIAL/PLANS EXAMINER will be entitled to invoice OWNER and will be paid for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
2. In the event of termination by OWNER for convenience or by BUILDING OFFICIAL/PLANS EXAMINER for cause, BUILDING OFFICIAL/PLANS EXAMINER, in addition to invoicing for those items identified in paragraph 2.01, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with BUILDING OFFICIAL/PLANS EXAMINER's Consultants, and other related close-out costs, using normal methods and rates.

## ARTICLE 3 - GENERAL CONSIDERATIONS

### 3.01 Standards of Performance

- A. The standard of care for all professional plans examination and related services performed or furnished by BUILDING OFFICIAL/PLANS EXAMINER under this Agreement will be the care and skill ordinarily used by members of the related professions practicing under similar circumstances at the same time and in the same locality. BUILDING OFFICIAL/PLANS EXAMINER makes no warranties, express or implied, under this Agreement or otherwise, in connection with BUILDING OFFICIAL/PLANS EXAMINER's services.
- B. BUILDING OFFICIAL/PLANS EXAMINER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. BUILDING OFFICIAL/PLANS EXAMINER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.
- C. BUILDING OFFICIAL/PLANS EXAMINER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to BUILDING OFFICIAL/PLANS EXAMINER's scope of services, times of performance, or compensation.
- D. OWNER shall be responsible for, and BUILDING OFFICIAL/PLANS EXAMINER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and

other information furnished by OWNER to BUILDING OFFICIAL/PLANS EXAMINER pursuant to this Agreement. BUILDING OFFICIAL/PLANS EXAMINER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

E. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of BUILDING OFFICIAL/PLANS EXAMINER,

F. BUILDING OFFICIAL/PLANS EXAMINER shall not be required to sign any documents, no matter by whom requested, that would result in the BUILDING OFFICIAL/PLANS EXAMINER's having to certify, guarantee or warrant the existence of conditions whose existence the BUILDING OFFICIAL/PLANS EXAMINER cannot ascertain. OWNER agrees not to make resolution of any dispute with the BUILDING OFFICIAL/PLANS EXAMINER or payment of any amount due to the BUILDING OFFICIAL/PLANS EXAMINER in any way contingent upon the BUILDING OFFICIAL/PLANS EXAMINER's signing any such certification.

### 3.02 Authorized Representatives

The following specific individuals are designated to act as BUILDING OFFICIAL/PLANS EXAMINER's and OWNER's representatives with respect to the services to be performed or furnished by BUILDING OFFICIAL/PLANS EXAMINER and responsibilities of OWNER under this Agreement:

For BUILDING OFFICIAL/PLANS EXAMINER:

William G. Gallagher, AIA NCARB  
Principal  
CT Consultants  
8150 Sterling Ct.  
Mentor, OH 44060

For OWNER:

Mayor Kim A. Thomas  
City of Richmond Heights  
26789 Highland Road  
Richmond Heights, OH 44143

Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Scope of Services on behalf of each respective party.

### 3.03 Insurance

A. The BUILDING OFFICIAL/PLANS EXAMINER shall maintain the following insurance:

1. Workers' Compensation
2. Employer's Liability Insurance
3. General Liability Insurance
4. Automobile Liability Insurance

### 3.04 Termination

A. The obligation to provide further services under this Agreement may be terminated:

*1. For cause,*

- a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By BUILDING OFFICIAL/PLANS EXAMINER:
  - 1) upon seven days written notice if BUILDING OFFICIAL/PLANS EXAMINER believes that BUILDING OFFICIAL/PLANS EXAMINER is being requested by OWNER to furnish or perform services contrary to BUILDING OFFICIAL/PLANS EXAMINER's responsibilities as a licensed professional; or
  - 2) BUILDING OFFICIAL/PLANS EXAMINER shall have no liability to OWNER on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30)-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

*2. For convenience,*

- a. By OWNER effective upon the receipt of notice by BUILDING OFFICIAL/PLANS EXAMINER.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow BUILDING OFFICIAL/PLANS EXAMINER to demobilize personnel and equipment to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials in orderly files.

### 3.05 Controlling Law

This Agreement is to be governed by the law of the state of Ohio.

### 3.06 Successors, Assigns, and Beneficiaries

- A. OWNER and BUILDING OFFICIAL/PLANS EXAMINER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and BUILDING OFFICIAL/PLANS EXAMINER (and to the extent permitted by paragraph 3.06 B, the assigns of OWNER and BUILDING OFFICIAL/PLANS EXAMINER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither OWNER nor BUILDING OFFICIAL/PLANS EXAMINER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or BUILDING OFFICIAL/PLANS EXAMINER to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and BUILDING OFFICIAL/PLANS EXAMINER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in any Contract Documents.

### 3.07 Dispute Resolution

OWNER and BUILDING OFFICIAL/PLANS EXAMINER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under law.

### 3.08 Allocation of Risks/Indemnification

To the fullest extent permitted by law, BUILDING OFFICIAL/PLANS EXAMINER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of BUILDING OFFICIAL/PLANS EXAMINER, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of BUILDING OFFICIAL/PLANS EXAMINER or BUILDING OFFICIAL/PLANS EXAMINER's officers, directors, partners, employees, and BUILDING OFFICIAL/PLANS EXAMINER's

Consultants in the performance and furnishing of BUILDING OFFICIAL/PLANS EXAMINER's services under this Agreement.

### 3.09 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address set forth in paragraph 3.02 and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### 3.10 Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

### 3.11 Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and BUILDING OFFICIAL/PLANS EXAMINER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 3.12 Waiver

Non-enforcement of any provision of either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.