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CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11540-0026

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SIXMO ARCHITECTURE FOR MUNICIPAL PLANS EXAMINATION SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park, Ohio ("the City") through its Building Department, requires professional services for the review and examination of building plans to ensure compliance with applicable codes and regulations; and

WHEREAS, the City has received a Professional Services Proposal dated May 28, 2026, identified as Proposal No. 50600126, submitted by Sixmo Architecture for Municipal Plans Examination Services; and

WHEREAS, said proposal provides for qualified State of Ohio certified plans examination services, along with related code compliance support, as directed by the Building Commissioner; and

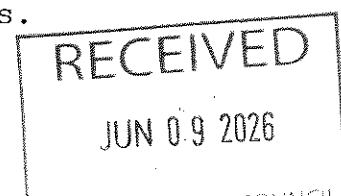
WHEREAS, the services include hourly plans examination and code compliance services at rates of approximately One Hundred and Twenty Dollars (\$120.00) per hour, together with an administrative processing fee per application; and

WHEREAS, the City finds that entering into an agreement with Sixmo Architecture is necessary to ensure timely and professional review of development and construction plans within the City; and

WHEREAS, this Council desires to authorize the Mayor to execute said agreement on behalf of the City in accordance with the terms set forth in the proposal.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized and directed to enter into a professional services agreement with Sixmo Architecture, without public bidding, in substantially the form of the proposal attached hereto and incorporated herein by reference as "Exhibit A", for Municipal Plans Examination Services.



SECTION 2: The agreement shall provide for plans examination, code compliance review, and related professional services as directed by the City's Building Commissioner, consistent with the submitted proposal.

SECTION 3: Compensation under the agreement shall be paid in accordance with the fee schedule set forth in the proposal, including but not limited to hourly rates and administrative processing fees, subject to appropriation of funds by Council.

SECTION 4: The Building Commissioner is hereby authorized to administer the agreement, approve services performed, and take all actions necessary to carry out the intent of this Ordinance.

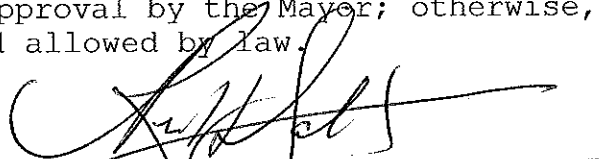
SECTION 5: The Director of Finance is authorized to make payments from properly appropriated funds in accordance with the terms of the agreement.

SECTION 6: The agreement shall be in full compliance with all applicable federal, state, and local laws, including the ordinances of the City of Brook Park.

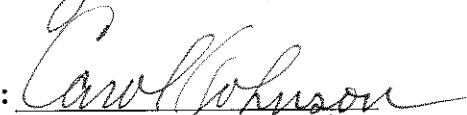
SECTION 7: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 8: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said agreement without undue delay; therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: June 16, 2026

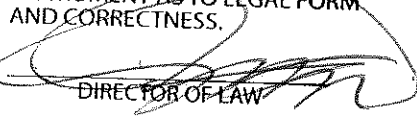


PRESIDENT OF COUNCIL

ATTEST: 
Clerk of Council

APPROVED: 

MAYOR

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS.


DIRECTOR OF LAW

6-17-26

DATE

CERTIFICATE

Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance / Resolution

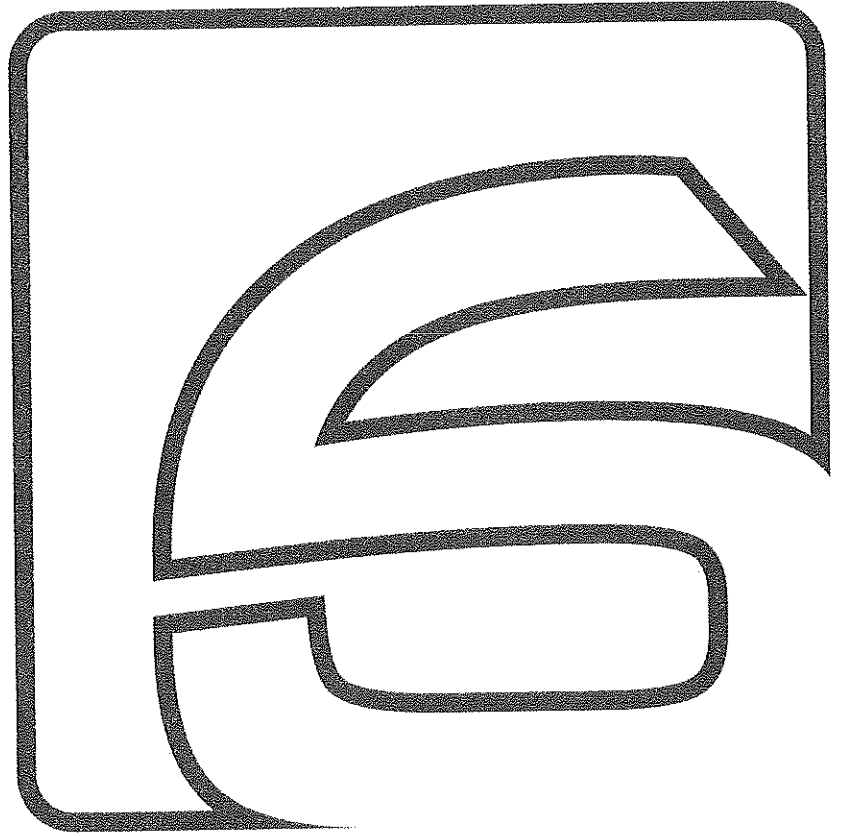
No. 1540-2020

passed on the 10 day of June

20 20 by said council.

Carol Johnson
Clerk of Council

| | Yea | Nay |
|---------------------|-------------------------------------|-------|
| Gonzalez | <u>excused</u> | _____ |
| Mencini | <input checked="" type="checkbox"/> | _____ |
| Roberts | <input checked="" type="checkbox"/> | _____ |
| Scott | <input checked="" type="checkbox"/> | _____ |
| McCorkle | <input checked="" type="checkbox"/> | _____ |
| Poindexter | <input checked="" type="checkbox"/> | _____ |
| Dufour | <input checked="" type="checkbox"/> | _____ |



ARCHITECTURE

Municipal Plans Examination Services

City of Brook Park
Proposal Number 50600126
May 28, 2026

Ohio

1101 Auburn Avenue
Cleveland, OH 44113
216-767-5400



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5/28/2026

Mr. Jason Monaco
Building Commissioner
City of Brook Park
5590 Smith Road
Brook Park, OH 44142
(216) 433 - 7412
jmonaco@cityofbrookpark.com

Re: Professional Services Proposal Number 50600126
Municipal Plans Examination Services

Mr. Monaco,

We appreciate the opportunity to provide you with this professional services proposal regarding the above referenced project. We have reviewed the information you provided in an effort to develop a thorough understanding of the project parameters. This understanding is reflected in the following proposal for professional services.

Please review this document and feel free to contact me if you have any questions or comments in its regard. I am generally available between 7:30 AM - 5:00 PM EST in our office at (216) 767-5400, extension 100, and always available via email at patrick@sixmocompanies.com.

Sincerely,

Patrick Thornton
Principal
Sixmo Architecture



PROJECT UNDERSTANDING

City of Brook Park (**Client**) is requesting the services of a State of Ohio Certified Plans Examiner to perform plans examinations on various projects within the City. Services may also include providing miscellaneous code compliance and plans examination related tasks as directed by the Building Commissioner.

Sixmo Architecture (**Consultant**) will provide services as described in this proposal.

SCOPE OF SERVICES

The scope of professional services for this project shall include the following:

1. Architectural Services
 - a. Code Compliance
 - i. Hourly Plans Examination Services

DELIVERABLES

Consultant shall provide PDF files and high-resolution images suitable for reproduction for all deliverables, transmitted via email. Additional hard copies of deliverables are available to the Client at Consultant's cost of reproduction and labor, plus 10%.



CLARIFICATIONS AND EXCEPTIONS

The following clarifications and exceptions refine Sixmo Architecture's understanding and offering to this project:

1. General

- a. The fees in this proposal are based on the language included in this professional services proposal. Any requested alterations to the language of this agreement may result in an adjustment of the proposed fee.

SCHEDULE

A mutually agreeable schedule will be established once a signed proposal is received. Plan reviews will be executed in the order received from the Client. The Consultant will endeavor to return reviews within 14 business days, unless otherwise directed or agreed upon, or a reasonable duration based on project complexity. In no case will reviews be returned in more than 30 calendar days.

PROFESSIONAL FEES

The professional services outlined herein shall be provided as follows:

- \$120 per hour for plans examinations
- \$120 per hour for related code compliance services as directed by the Building Commissioner
- \$175 initial administrative processing fee for each individual application / review (fee is not applied to subsequent reviews/re-submittals under the same application number)

This proposal is valid for ninety (90) days from the date of issue.

These rates are valid for 365 days from execution of agreement.



METHOD OF PAYMENT

Payment for the proposed professional services will be invoiced monthly, in proportion to services provided and expenses incurred between the first and last day of the month, or upon completion of the scope of services. Payments are due **Net 30 Days** from the date of the invoice.

In accordance with Sixmo Architecture's corporate policy, payment obligations are absolute and are not contingent upon the Client's receipt of funds from any third party, including but not limited to loans, grants, or payments from other entities; "pay-if-paid" or "pay-when-paid" conditions shall not apply to this Agreement.

Client agrees that any non-payment of the professional fees under this Agreement will result in interest being charged at the rate of eighteen percent (18%) per annum or the highest amount legally to be charged.

Client also agrees that it will be responsible for any costs or fees, including attorney's fees, in the collection of any unpaid professional fee.

EXPENSES

Expenses included in the professional fees above include:

1. Reproduction of deliverables and in-house progress documents required to execute our services.
2. Mileage/Travel costs related to included project meetings and other local travel required to execute the indicated scope of work. Local travel shall be defined as any location inside of a 25 mile radius of the Consultant's office.

Expenses that will be considered reimbursable, shall include:

1. Mileage/Travel over and above that specifically indicated as included in the base scope of services. This includes mileage and travel expenses incurred resulting from any additional services not specifically addressed above.
2. Postage/shipping costs for other than normal day-to-day firm operations, including the cost of shipping hard copies of construction documents and revisions to authorities having jurisdiction and to the Client.
3. Reproductions not included in the base scope of services.
 - Reproductions produced in-house will be billed at the following rates:
 - 8-1/2 x 11: \$.25 per page (single or double sided, color or B&W)



DEFECTS IN SERVICE

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

STANDARD OF CARE

In providing services under this agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant will perform its services as expeditiously as is consistent with professional skill and care, and the orderly progress of Consultant's part of the Project. Regardless of any other term or condition of this Agreement, Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, subject to Risk Allocation below, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.



THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TERMINATION OR SUSPENSION

If the Client fails to make payments to Consultant in accordance with this Agreement, such failure may be considered substantial non-performance and cause for termination; or, at Consultant's option, cause for suspension of performance of services under this Agreement. If Consultant elects to suspend services, Consultant shall give five (5) business days' written notice to the Client before suspending services. In the event of a suspension of services, Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension, and any expenses incurred in the interruption and resumption of Consultant's services. Consultant's fees for the remaining services and the time schedules may be equitably adjusted.

If the Client suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than five (5) business days' written notice.

Either party may terminate this Agreement upon not less than five (5) business days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Client may terminate this Agreement upon not less than five (5) business days' written notice to the Consultant for the Client's convenience and without cause.



If the Client terminates this Agreement for its convenience, or the Consultant terminates this Agreement due to Client's suspension, the Client shall compensate the Consultant for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Client's termination of consultant agreements.

Except as otherwise expressly provided herein, this Agreement shall terminate at the completion of indicated services.

DISPUTE RESOLUTION

Any claim or dispute between the Client and the Consultant shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

RISK ALLOCATION

In recognition of the relative risks and benefits of the Project to both the Client (**City of Brook Park**) and the Consultant (**Sixmo Architecture**), the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



ACKNOWLEDGEMENT

Please acknowledge acceptance of this proposal by signing below and returning a copy to the Consultant. Authorization to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion.

Acknowledgement and Acceptance:
(Consultant)
Sixmo Architecture

By: Patrick Thornton
Title: Principal
Date: May 28, 2026

Acknowledgement and Acceptance:
(Client)
City of Brook Park

By: _____
Title: _____
Date: _____

ACCOUNTS PAYABLE

By accepting and acknowledging the terms of this proposal, the Client designates the following individuals to receive invoices and issue payment to Consultant for services rendered on this project.

Direct all invoices to:

Name: _____
Title: _____
Email: _____
Phone: _____

Carbon copy all invoices to: (optional)

Name: _____
Title: _____
Email: _____
Phone: _____