

RESOLUTION NO. 44-00
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James E. Singer ON THE
20th DAY OF November, 2000.

A RESOLUTION AUTHORIZING THE CITY
MANAGER, ON BEHALF OF THE CITY OF
CENTERVILLE, TO EXECUTE AN AGREEMENT WITH
ROBERT "KEITH" PHILLIPS FOR PROJECT
MANAGEMENT SERVICES FOR THE NEW
CENTERVILLE POLICE FACILITY.

WHEREAS, It is important that an on-site representative of the City of Centerville monitor daily operations in connection with the construction of the new Centerville Police Department facility, and

WHEREAS, Robert "Keith" Phillips is fully qualified to provide professional project management services for the City of Centerville overseeing all aspects of the construction process, and

WHEREAS, It was determined to be in the best interest of the City to engage the services of Robert "Keith" Phillips on October 16, 2000.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute an Agreement between the City of Centerville and Robert "Keith" Phillips to provide professional project management services for the City of Centerville Police Department facility currently under construction, a copy of said Agreement which is marked as Exhibit "A", attached hereto and incorporated herein.

Section 2. That this Agreement be retroactive to October 16, 2000.

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED this 20th day of November, 2000.

Sally J. Bink
Mayor of the City of Centerville, Ohio

ATTEST:

Marilyn M. Saylor
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 44-00, passed by the Council of the City of Centerville, Ohio, on the 20th day of November, 2000.

Marilyn M. Saylor
Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

Agreement for Project Management Services

THIS AGREEMENT is entered into this 17th day of October 2000 by and between the City of Centerville, Ohio, hereinafter referred to as City , and Robert Phillips, hereinafter referred to as Project Manager.

FOR THE PURPOSE of providing professional project management services for the City of Centerville Police Department facility, hereinafter referred to as "Project".

1. **Scope of services:** the Project Manager agrees to perform the following services for the new Centerville Police Department facility.
 - a. Review approved shop drawings for technical compliance.
 - b. Serve as City's technical representative at all meetings regarding the project.
 - c. Serve as a City's on-site field representative for construction project.
 - d. Attend weekly construction job meetings, progression meetings, pre-installation meetings and any other meeting required by specifications/special meetings, etc.
 - e. Accompany the architect and/or engineers on construction observation site visits and record any comments or directions by same.
 - f. Observe daily work and monitor the progress against the schedule and stay abreast of matters requiring attention. Converse directly with the contractor and all associated subcontractors and inform the City of any issues and activities.
 - g. Maintain daily observation reports of activities occurring on project site for job conditions, personnel, equipment, and any issues pertinent or discussed.
 - h. With City's written authorization only, authorize change orders.
 - i. With City's authorization, request costs for deletions and/or additional work from the architect.
 - j. As deemed necessary, inspect all stored materials on or off the project site.

- k. As necessary, stop any work due to safety, inferior materials, unacceptable work practices, noncompliance with local state or federal laws, unusual conditions or any other procedures that are observed that may cause danger to workers or are in the City's best interest. Notify the City immediately upon announcing any work stoppage, of the reason for said stoppage.
2. **Length of agreement:** this agreement will be in effect from October 17, 2000 through December 17, 2001 or upon completion of the project, whichever is greater.
3. **Compensation:** the City shall pay the Project Manager \$48,000. Reimbursables shall not exceed \$3,500 and shall be authorized in advance by the City and paid upon the basis of written documentation satisfactory to the City.
4. **Method of payment:** payment shall be made upon monthly receipt of invoice submitted by Project Manager.
5. **Extent of agreement:** this agreement may only be amended by written instrument by both the City and Project Manager.
6. **Independent contractor:** The parties hereto agree that, pursuant to this agreement, Project Manager is an independent contractor and not an employee or partner of City. As such, Project Manager is solely responsible for the payment of all applicable taxes including, but not limited to, applicable income taxes, self-employment tax, medicare tax, workers' compensation and unemployment compensation. Since Project Manager is an independent contractor and not an employee entitled to the protections afforded public employees under Chapter 2744, Ohio Revised Code, City shall cause Project Manager to be added as an additional insured on its liability insurance policy.
7. **Personal Service contract:** The parties agree that this agreement is, and is intended to be, a "personal service contract" as provided in Section 145.03, Ohio Revised Code and as interpreted in Section 145-5-15(C) of the Ohio Administrative Code. This agreement is and is intended to be a formal bilateral written contract between the parties as required by Section 145-5-15(C)(3). The parties further agree that since this is a personal service contract no Public Employee's Retirement System deductions will be made from Project Manager's compensation nor paid to the Public Employee's Retirement System of Ohio on and in accordance with provisions of Section 145-5-15(D) of the Ohio Administrative Code. As a personal service contract, the duties are personal to Project Manager and may not be assigned by him to any other person without the written consent of the City.

8. **Termination of this agreement:** either party may terminate this agreement by giving a sixty (60) day written notice.

IN WITNESS WHEREOF, the City and the Project Manager have executed this **AGREEMENT** as of this date written.

Witnesses:

CITY OF CENTERVILLE

By: _____
Gregory B. Horn, City Manager

By: _____
Robert Phillips, Project Manager