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2 **CITY OF WESTLAKE, OHIO**
3 **ORDINANCE NO. 2026-9:**

4
5 **AN ORDINANCE AUTHORIZING THE**
6 **MAYOR TO ENTER INTO A CONTRACT**
7 **WITH SIXMO, INC. FOR ARCHITECTURAL**
8 **SERVICES FOR THE CITY OF WESTLAKE,**
9 **AND DECLARING AN EMERGENCY.**

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12 **WHEREAS**, the Ohio Building Code requires that for buildings other than one, two or
13 three family dwellings, an architect or professional engineer registered in the State of Ohio shall
14 examine and approve the building plans and specifications filed with the City; and

15 **WHEREAS**, this Council desires to maintain a certified Building Department within the
16 City of Westlake; and

17 **WHEREAS**, this Council therefore desires to authorize the Mayor to enter into a contract
18 with Sixmo, Inc., registered architects in the State of Ohio, for services to be rendered to the City
19 of Westlake.

20 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
21 **WESTLAKE, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

22 **Section 1:** That the Mayor be and he is hereby authorized to enter into a three (3) year
23 (with two (2) one (1) year renewals) contract with Sixmo, Inc., registered architects under the laws
24 of the State of Ohio, to act as the City Architect. The Mayor is further hereby authorized to enter
25 into any renewal contracts as provided for by agreement of the parties.

26 **Section 2:** That the contract between the City of Westlake and Sixmo, Inc. is attached
27 hereto and made a part hereof as though fully rewritten herein and marked as Exhibit "A", with
28 such changes as may be made by the Director of Law as may be consistent with the term of the
29 agreement.

30 **Section 3:** That the Director of Finance be and he is hereby authorized to pay Sixmo,
31 Inc. such sums to which it may be entitled for the performance of work under and by virtue of the
32 contract described in Section 2, including any renewal periods as contracted for by the Mayor.

AGREEMENT

This Agreement, made and entered into this ___ day of February, 2026, by and between the **City of Westlake, Ohio** (hereinafter referred to as "**City**") and **Sixmo, Inc.** (hereinafter referred to as "**Architect**").

WHEREAS, the Ohio Building Code (OBC) requires that for buildings other than one, two or three residential dwellings, a Plans Examiner, registered by the State of Ohio, shall examine and approve the building plans and specifications filed with the City; and

WHEREAS, the Council of the City of Westlake adopted Ordinance No. 2026-___, authorizing the Mayor to enter into an Agreement with **Sixmo Inc.** to provide such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows:

SCOPE OF SERVICES:

1. Architect shall act as an Independent Contractor and shall act in an expeditious and timely manner while supervising and taking charge of the review of the general building plans and specifications for buildings which are referred to him by the Director of Inspections of the City.
2. Architect shall make a thorough examination, either alone or in concert with authorized personnel of the Building and Fire Departments, of all such plans and specifications to determine conformity with applicable sections of the Ohio Building Code as they apply to any such proposed building structure.
3. After completion of a plan review by Architect, he shall mark plans so reviewed as being "approved", "non-conformance approval", "conditional approval", "phased approval", "annual approval" or "insufficient construction documents", and shall issue a Document Examination Review Record identifying code deficiencies, if any, as a condition of plan approval. Plans and Document Examination Review Record shall be returned to the Director of Inspections for further disposition by him to the applicant.
4. At the request of the Director of Inspections, Architect shall, upon reasonable notice from the Director of Inspections, meet with him or his authorized representative, and shall, with him, or alone, as instructed, visit construction sites under the jurisdictional authority of the Director of Inspections and make whatever observation reports that the Director of Inspections may direct.
5. When instructed to do so by the Mayor or the Director of Inspections, Architect shall attend all meetings and work sessions in connection with business matters involving the Building Department and/or Commissions, and shall represent the City of Westlake in matters when so instructed by the Director of Inspections or the Mayor.

GENERAL CONDITIONS:

1. Architect shall perform all services in a professional manner in accordance with the Code of Ethics and Professional Conduct of the American Institute of Architects and as consistent with that degree of care and skill ordinarily exercised by members of the same profession. Architect shall comply with all applicable Local, State and Federal laws.
2. Architect shall provide sufficient personnel to accomplish all services as set forth herein.
3. Insofar as the services for plan examination under this Agreement may require, the Director of Inspections agrees to furnish Architect with either one (1) complete hard copy set of plans and specifications, or one (1) complete digital copy of plans and specifications received from each applicant.
4. Should the scope of services be greatly changed after commencement of this Agreement, or should it become necessary to supply additional services, this Agreement shall be amended from time to time in writing to provide for the inclusion of such additional required services and shall be signed by the parties hereto and submitted to Council for approval as amended.
5. City agrees that if a project covered by the Agreement and performed by Architect shall be suspended or abandoned, the Director of Inspections shall notify Architect via email of such suspension or abandonment of said project. City shall pay Architect for all actual services rendered by Architect prior to the Director of Inspections notice to suspend or abandon project.
6. Architect understands and agrees that the relationship of Architect to City arising out of this Agreement shall be that of an independent contractor. It is understood that Architect or its staff and employees are not employees of City and are, therefore, not entitled to any benefits provided employees of City. Architect shall be responsible for reporting and accounting for all State, Federal, Social Security and local taxes, where applicable.
7. Unless otherwise provided herein, all notices to City shall be made to Mayor Dennis M. Clough, 27700 Hilliard Boulevard, Westlake, Ohio 44145. Notices to Architect shall be made to 28045 Clemens Road, Suite D, Westlake, Ohio 44145. Notices pursuant to paragraph 5 herein shall be to Architect's email address: pthornton@sixmoae.com.
8. Architect understands that this Agreement is a contract for personal services of Architect and that it is made by City in reliance upon Architect's skill and knowledge in the activities to be performed. Accordingly, this Agreement is non-assignable by Architect without City's written consent. In addition, Architect shall not subcontract said services without City's written consent.
9. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter and supersedes all prior or contemporaneous Agreements and understandings of the parties in connection with this subject matter. No modifications of this Agreement shall be effective unless in writing and signed by all parties.
10. All materials reviewed by or prepared by Architect pursuant to this Agreement shall become the property of City.

FEES AND SCHEDULE OF PAYMENT:

1. The Architect's fee for services under this Agreement shall be as set forth in Westlake Codified Ordinance Section 1315.02, which may be amended by City from time to time at City's sole discretion. Extra services as defined below shall be compensated at a fixed rate of One Hundred Twenty-Five Dollars and Zero Cents (**\$125.00**) per hour.
2. Extra services are defined as follows: a) preliminary plan evaluation if requested by an applicant of City; b) examination of plans which are resubmitted after the initial plan review and issuance of a Document Examination Review Record; c) services requested by City in case of an adjudication order and/or adjudication hearing as per OBC Section 110; and d) other technical services to the City not provided for in this Agreement at the request of the Director of Inspections and with the prior written approval of the Mayor.
3. On or about the first day of each calendar month, City shall pay Architect for all services performed by him in the previous calendar month, based upon an itemized statement to the City from Architect after approval by the Director of Inspections and the Mayor.

TERM AND TERMINATION:

This Agreement shall be for a period of three (3) years beginning on the 1st day of January, 2026 and ending on the 31st day of December, 2028 with two (2) one-year options to renew by the City. City shall provide Architect written notice thirty (30) days prior to the expiration of the initial term or any renewal term should City desire to renew said Agreement under the same terms and conditions. This Agreement may be terminated by either party with thirty (30) days written notice to the other party.

NON-EXCLUSIVE:

The parties understand and agree that nothing herein shall be construed as creating an exclusive arrangement with Architect. This Agreement shall not restrict City from engaging the services of other architect(s) as determined necessary or appropriate by City.

INSURANCE AND INDEMNIFICATION:

Architect shall maintain at all times during the duration and performance of this Agreement such General Liability Insurance as approved by the City as to limit, form and amount. Professional Liability Insurance shall be secured and maintained in full force during the term of this Agreement in an amount not less than \$1,000,000.00 per claim. A Certificate of Insurance evidencing coverage shall be provided to City and City shall be added as an additional Insured.

Architect shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorney fees

arising out of or in connection with Architect's negligent performance of work hereunder or its negligent failure to comply with any of its obligations.

IN WITNESS THEREOF, the parties hereto accept their hands the day and year as noted above.

CITY OF WESTLAKE

By: _____
Dennis M. Clough, Mayor

SIXMO INC.

By: _____
Patrick E. Thornton, Principal

This Instrument Prepared By And Is Approved
As To Form By:

Michael P. Maloney, Esq.
Director of Law

I hereby certify that the amount for the payment of this contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the appropriated fund free from any previous encumbrance.

Prashant Shah
Director of Finance