

ORDINANCE NO. 1194

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH WINSTEAD AND ASSOCIATES TO PROVIDE BUILDING CODE SERVICES; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore had a contract with Winstead and Associates (WA) to provide building inspections and plan check services; and

WHEREAS, this contract specifies that WA is to receive 70% of the plan review fee collected by the City of Canby for plan checks; and

WHEREAS, in order to process projects resulting in more than \$15,000 in fees, approval of an ordinance by the City Council is required due to the City Charter's requirements; and

WHEREAS, the City Council has reviewed the proposed contract and found it appropriate and in the best interests of the City of Canby; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Winstead and Associates. A copy of the contract with Canby is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete required plan review services as soon as possible, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

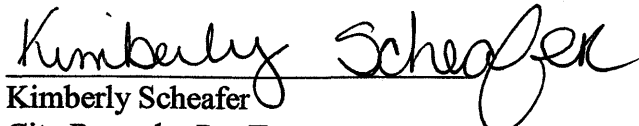
SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, November 2nd, 2005; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, November 16th, 2005, after the hour of 7:30 pm at the Council Chambers at the Canby City Hall, 182 N. Holly, Canby, Oregon.

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of November, 2005, by the following vote:

YEAS 6 NAYS 0


Melody Thompson
Mayor

ATTEST:


Kimberly Scheafer
City Recorder Pro Tem

**AGREEMENT FOR CONTRACT PLAN REVIEW AND INSPECTION
SERVICES**

THIS AGREEMENT is entered into this 16th day of November, 2005 by and between Winstead and Associates, Architecture and Building Code Services, PC. (WA) and the City of Canby, Oregon (CITY). THIS AGREEMENT shall be valid between WA and the CITY until NOVEMBER 30, 2006.

WHEREAS, WA is undertaking to provide plans checking services, including fire/life safety, structural, and mechanical, to the CITY.

WHEREAS, the projects involved are all types of construction projects requiring the issuance of a building permit within the City.

WHEREAS, WA represents itself as possessing the skills and experience necessary to perform said services.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **Scope of Services.** WA shall provide professional services at the request of, and in consultation with, the CITY, under the direction of the Building Official. The specific services that WA shall provide are set forth in the Statement of Services attached hereto as Exhibit A.
2. **Time of Performance.** WA shall complete the scope of services as follows:
Residential plans deemed simple within seven (7) working days.
Commercial plans may vary depending on the complexity, however a normal plan review time will be within ten (10) working days.
Inspections requested must be received within 24 hours of the inspection and will be conducted on the day requested.
3. **Compensation.** The CITY shall pay WA for services rendered in accordance with the attached Fee Schedule marked Exhibit B. Payment shall be made within 30 days after WA submits an itemized statement for work performed to the City Building Department.
4. **Obligations of CITY.** The CITY shall, to the extent reasonable and practicable, assist and cooperate with WA in the performance of WA services hereunder. Such cooperation and assistance shall include, but not be limited to, (a) providing two sets of plans and documents to WA at their designated office; (b) obtaining from the applicant, the necessary items to allow plan checking to be completed expeditiously- such items shall include complete plans, construction specifications, soils reports, energy calculations, structural calculations, name, address, and telephone number of the applicant or his designee and similar items necessary for a particular project; (c) providing the valuation for proposed construction or requesting that WA calculate the valuation; and (d) providing WA

with copies of any CITY ordinances that modify the Standard regulations of review.

5. **Insurance.** WA shall purchase and maintain a policy of general liability insurance from a reputable company in an insurable amount not less than \$1,000,000 combined single limit per occurrence. This insurance shall be in force during the life of this contract and the insurer shall agree to provide the CITY with 30 days notice of cancellation or change of policy.

WA shall purchase and maintain a policy of Professional Liability (Errors & Omissions) Insurance in an amount not less than \$1,000,000 in the aggregate. This insurance shall be in force during the life of this contract.

6. **Hold Harmless Agreement.** The CITY, its officers and employees shall not be liable for any claims, liabilities, penalties, fines, or any damage to goods, properties or effects of any person whatever nor for personal injuries or death of any person resulting from any negligent act, error or omission of WA or its employees or representatives.

WA agrees to defend, indemnify and save free and hold harmless the CITY and its authorized officers, and employees against any of the foregoing liabilities unless the liability or claim is due to the CITY's negligence.

7. **Non-Assignability.** This agreement is for the professional services of WA, and is non-assignable with prior written consent of the CITY.

8. **Notices.** Any notices required pursuant to this Agreement shall be served at the following addresses:

CITY
City of Canby
182 N. Holly
Canby, Oregon 97062

WA
Winstead and Associates,
Architecture and Building Code
Services, PC.
714 Main Street
Oregon City, Oregon 97045

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 17 day of Nov, 2005.

CITY OF CANBY

BY 

WINSTEAD AND ASSOCIATES, ARCHITECTURE AND BUILDING CODE SERVICES

BY 

EXHIBIT A
STATEMENT OF SERVICES

Winstead and Associates, Architecture and Building Code Services, PC. will provide professional services for the review of proposed building plans for conformance to regulations contained in the State mandated Specialty building and mechanical codes, as those codes are amended by the CITY or State; in State laws governing energy conservation in buildings, provisions for access to buildings by disabled persons.

I. PLAN CHECKING SERVICES:

In providing plan review services, WA will do the following:

Item 1. Perform traditional life-safety plan review of submitted plans to determine compliance with the most recent CITY adopted:

International Residential Code, latest edition
Oregon Structural Specialty Code, (OSSC)
City of Canby Municipal Codes

Item 2. Provide the applicant (or their designee) and the CITY, a typed list of items needing clarification or change to achieve conformance with the above regulations.

Item 3. Perform all necessary liaison with the applicant's designee, either by phone, mail, or meetings in WA office, and perform one re-check. If any additional re-checks are necessary, they shall be performed by the CITY.

Item 4. Perform all necessary liaison with the Building Official or his designee, either by mail, phone or in meetings to insure compliance with the OSSC and other applicable codes to insure compliance with local policy interpretations.

II. BUILDING INSPECTION SERVICES:

In providing building inspection services, WA will do the following:

Item 1. Perform traditional building inspection services to determine compliance with approved plans and documents and the most recent City of Canby adopted building codes and regulations.

Item 2. Furnish State Certified inspection personnel. The City of Canby shall have the right to interview and approve the qualifications of each inspector assigned by WA.

Item 3. Perform traditional building inspections in accordance with established policies and procedures, including preparation and keeping of inspection records, logs, and notices.

Item 4. Attend meetings related to building inspection projects.

Item 5. Perform inspections during the normal working hours and days as performed by regular inspectors or as otherwise agreed.

Item 6. Building Finals and Occupancy Permits shall only be issued by prior approval of the Building Official or designee.

EXHIBIT B
FEE SCHEDULE

The fee for WA services will be calculated as follows:

1. Compensation for work performed under Part I, Item 1-4, of the Statement of Services shall be at the rate of 70% of the plan review fee collected by the City of Canby.
2. Compensation: Compensation for work performed under Part II, Item 1-6, of the Statement of Services shall be at the rate of \$55 per hour for each inspector furnished by WA with a minimum of four (4) hours per day. In addition, mileage shall be paid at the rate of \$.40 per mile for travel between City offices and inspection projects and between inspection projects.
3. No additional charges shall apply unless specifically authorized by agreement of both parties.