

ORDINANCE NO. 1289

AN ORDINANCE AUTHORIZING THE MAYOR AND 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 to provide building inspections and plan check services; and

WHEREAS, the City wishes to renew the contract and Winstead and Associates wishes to continue its contract with the City; 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:

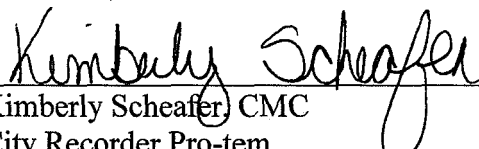
Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Winstead and Associates.

A copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Emergency Declared.

It being necessary for the health, safety, and general welfare of the citizens of Canby that there is no interruption in service for the building inspections and plan reviews currently pending, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, July 16, 2008, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, August 6, 2008, commencing at the hour of 7:30 PM in the Council Meeting Chambers at Canby City Hall located at 155 SW 2nd Avenue in Canby, Oregon.

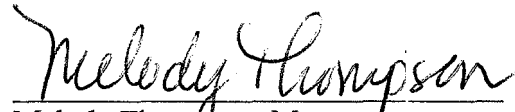


Kimberly Scheafer CMC
City Recorder Pro-tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 6th day of August 2008, by the following vote:

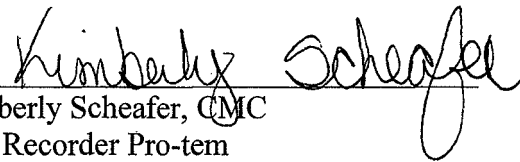
YEAS 4

NAYS 0



Melody Thompson, Mayor

ATTEST:



Kimberly Scheafer, CMC
City Recorder Pro-tem

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Winstead and Associates (Contractor) and shall be valid until July 1, 2009.

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree as Follows:

1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A," attached hereto. 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.
2. 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.
3. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. Contractor understands it is required to obtain a City of Canby business license for conducting business in the City.
4. Compensation:

- A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "B" attached hereto.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
5. Contractor is Independent Contractor.
- A. Contractor's services shall be provided under the general supervision of the Building Official. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
6. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.
7. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
8. Term.
- A. This Agreement may be terminated by:

1. Mutual written consent of the parties.
2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. Liability - \$1,000,000.00 combined single limit, including automobile coverage for any vehicle used for City business. Property damage per occurrence, \$250,000.00.
 - B. Professional liability – errors and omissions - \$1,000,000.00.

The City shall be named as additional insured on all required policies, if available. The City may require current copies of insurance certificates. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by Contractor's negligence or neglect connected with the Agreement.
9. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
10. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
11. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or

personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

CITY: Mark Adcock
City of Canby
PO Box 930
170 NW 2nd Street
Canby, OR 97013

CONTRACTOR: Stephen Winstead
Winstead and Associates, Architecture and Building
Code Services, PC
714 Main Street
Oregon City, OR 97045

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:

By: *Stephen Winstead*

Date: *8/19/08*

CITY OF CANBY:

By: *Mark Adcock*

Date: *8/14/08*

Approved as to form:

[Signature]

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:

Oregon Residential Specialty Code, latest edition
Oregon Structural Specialty Code, (OSSC)
Oregon Mechanical Specialty Code
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 \$65 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 most current government mileage reimbursement rate 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.