

**RESOLUTION NO. 615**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE ATTACHED AGREEMENT FOR A PLUMBING INSPECTOR ON BEHALF OF THE CITY OF WILSONVILLE.**

WHEREAS, the City is desirous to enter into an agreement for plumbing inspection services, the contract, marked Exhibit "A", is attached hereto and incorporated herein; and

WHEREAS, having reviewed this matter at an open and regular meeting of the City Council on June 1, 1987, the Council finds the proposal to be in the general public interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wilsonville authorizes Mayor William E. Stark to enter into the attached agreement with said plumbing inspector service.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 1st day of June, 1987, and filed with the Wilsonville City Recorder this same date.

William E. Stark

WILLIAM E. STARK, MAYOR

ATTEST:

Vera A. Rojas

VERA A. ROJAS, City Recorder

Summary of Votes:

Mayor Stark:	Aye
Councilor Gardiner:	Aye
Councilor Clarke:	Aye
Councilor Edwards:	Aye

RESOLUTION NO 615

PAGE 2 OF 2

CB-R-280-87

**CONTRACT FOR PLUMBING INSPECTOR  
OF THE CITY OF WILSONVILLE**

WHEREAS, the City of Wilsonville, hereinafter referred to as "City", has sought proposals for the hiring of a plumbing inspector on an independent contractor's basis; and

WHEREAS, the undersigned, James D. Clark, hereinafter referred to as "Contractor" has submitted a proposal acceptable to the City;

NOW, THEREFORE, the City and the Contractor covenant and agree as follows:

1. Position: The Contractor shall be appointed by the appointed City Manager as the City's Plumbing Inspector and shall report to those persons so designated by the City Manager.

2. Qualifications: The Contractor shall have at least a State of Oregon 'A' Level Plumbing Inspector Certification and five years experience in plumbing and sewer construction work and a minimum two years experience in residential, commercial and industrial inspection. Said Contractor shall not be interested either directly or indirectly in any firm, business, or corporation engaged in plumbing business within the city.

3. Duties: The Contractor shall maintain office hours as shall be agreed to with the City Building Official as is necessary to administer the provisions of this Contract, and shall perform the following duties:

(1) Examine and check plans and specifications, drawings, descriptions, and diagrams necessary to show clearly the character, kind and extent of work covered by applications for a plumbing permit and, upon arrival thereof, shall issue the permits applied for. This process shall be known as plumbing plan review.

(2) Administer and enforce provisions of the City's ordinances and resolutions relative thereto, inclusive of, but not limited to, the latest State Plumbing Specialty Code as applies to the City. Inspect all plumbing and drainage work authorized by any permit to assure compliance and provision of the City's ordinances and resolutions and approving or condemning said work in whole or in part. Conduct all required plumbing inspection within 24 hours of requested inspection.

**EXHIBIT "A"**

(3) Issue a certificate of approval for any work he has approved.

(4) Reject all work done or being done or materials used or being used which do not in all respects comply with the provisions of the City's ordinances and resolutions relating thereto.

(5) Order changes in workmanship and materials essential to obtain compliance with all the provisions of the ordinances and resolutions relating thereto. Provided, however, if any such order would be classified as a change order under the terms of a contract for public construction, there shall be obtained such further approvals as the then City's ordinances, resolutions, rules or regulations require.

(6) Investigate any construction or work regulated by the ordinances and resolutions pertaining to plumbing and other areas customarily related thereto and issue such notices and orders as provided for by the ordinances and void by the fact that such notice and order is required to be issued by any City Ordinance or Resolution by a building inspector or official for in such cases the Contractor's duties shall be deemed to include such authority.

(7) Keep a complete record of all of the transactions of his office. To assist Contractor in the performance of his duties, the City shall provide a public office work area and from time to time, such clerical assistance as is deemed necessary by the City and the Contractor.

(8) Maintain an official register of all persons, firms, business or corporations lawfully entitled to carry on or engage in the plumbing business or to work at the trade of plumbing.

4. Compensation: Contractor shall be compensated by the City on a monthly basis as follows:

(1) For all required plumbing plan reviews at a rate of 50 percent of the plumbing plan review fee collected.

(2) For all required plumbing inspections in Group-R occupancies at a rate of 25 percent of the plumbing permit fee collected.

(3) For all required plumbing inspections in all Group occupancies other than R-, at a rate of 50 percent of the plumbing fee collected.

(4) For any other services rendered at a rate to be agreed upon in writing by the City and the Contractor prior to rendering of such services.

5. Insurance: The Contractor shall maintain and provide such evidence thereof as is acceptable to the City naming the City as a joint insured for any personal injury arising out of the performance of this contract in the sum of \$100,000 to any such claimant for all claims arising out of a single accident or occurrence, \$300,000 for any number of claims arising out of a single accident or occurrence; and \$50,000 to any claimant for any number of claims for damage to or

destruction of property, including consequential damages, arising out of a single instance or occurrence.

Nothing in the foregoing shall be construed as a waiver by the parties of the liability provisions of the State of Oregon Plumbing Speciality Code which may provide Contractor a defense to personal liable for acting in good faith and without malice while acting within the scope of the duties of this contract in discharge of those duties or obligation by the City to defend until termination of the proceedings.

6. Conformance to Requirements of Law: Contractor shall conform to all requirements of the law, shall maintain such worker's compensation insurance, unemployment insurance, and shall pay such taxes, fees, and permits as the law requires of an independent contractor or this contract has not been terminated for any reason, the City shall waive the payment of a City business license fee.

7. Training: Provide training to Building Department staff for one and two family dwelling plumbing program and building sewer training program.

8. Miscellaneous Provisions:

(1) This contract may be terminated by either party upon fifteen (15) days written notice to the other, or in summary fashion upon the City's determination of good cause based upon moral turpitude, fraud, misappropriation of funds, or criminal act.

(2) In the event either party prevails in any action, suit, arbitration or appeal thereof, the prevailing party shall be entitled to such reasonable attorney fees and costs as such judge, arbitrator or hearings officer may determine.

1<sup>st</sup> IN WITNESS WHEREOF, the parties have hereunto set their hands this day of June, 1987.

CITY OF WILSONVILLE

By: William E. Stark  
William E. Stark, Mayor

Attest: Vera A. Rojas  
City Recorder

CONTRACTOR:

James P. Clark

Attest: Vera A. Rojas  
City Recorder

City of Wilsonville

COMMUNITY DEVELOPMENT DEPARTMENT

Memorandum

May 27, 1987

TO: Honorable Mayor and City Council  
FROM: Martin Brown, Building Official *MB*  
THROUGH: Pete Wall, City Manager  
SUBJECT: CONTRACT FOR PLUMBING INSPECTOR

The attached proposed Resolution for a plumbing inspector will fulfill all of the State of Oregon requirements for an A-Level Plumbing Inspector.

By having the A-Level Plumbing Inspector under contract, it will allow the City to issue and collect plumbing permit fees as well as provide training to the building department staff for C-Level inspections.

It is my recommendation to adopt the Resolution as submitted.

/sr