

RESOLUTION NO. 1381

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF DAYTON AND COLUMBIA COUNTY FOR BITUMINOUS
SURFACE TREATMENT SERVICES

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, City of Dayton, Washington, a political subdivision of the State of Washington, and Columbia County are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, City of Dayton will provide reimbursement to Columbia County for a bituminous surface treatment to N. Cherry Street from W. Commercial Avenue to the end and S. 5th Street from Day Street to the end.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Interlocal Agreement for bituminous surface treatment services with Columbia County in the form attached hereto as Exhibit "A."

Section 2. That the Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this 26TH day of JUNE, 2019.

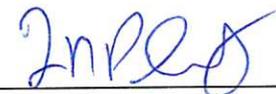
CITY OF DAYTON


Zac Weatherford, Mayor

Attest/Authenticate:


Trina Cole, City Administrator

Approved as to form:


Quinn Plant, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF DAYTON AND COLUMBIA COUNTY
FOR BITUMINOUS SURFACE TREATMENT SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into by and between City of Dayton, a political subdivision of the State of Washington, hereinafter referred to as the "City", and Columbia County, an agency of the state of Washington, hereinafter referred to as "County". The County and City are each sometimes referred to herein as "Party" or "Agency" and collectively as "Parties" or "Agencies."

1. Purpose

The purpose of this Agreement is to establish responsibilities of the City and the County in performing bituminous surface treatment services, hereinafter referred to as "BST", to N. Cherry Street and S. 5th Street as provided in Exhibit "A" by the County.

2. Statement of Work

A. Responsibilities of the City shall be as follows:

- 1) Providing required BST services, including top rock and sweeping.
- 2) Prepare, including, but not limited to all sewer manholes, water services and valves that are not to be covered, prior to BST.
- 3) Provide traffic control, as required.
- 4) Provide final written authorization for cost approval to proceed after County provides cost estimate for work to be completed.
- 5) Reimburse the County for actual costs incurred for completing the work.

B. Responsibilities of County shall be as follows:

- 1) For budgeting purposes: County will provide the City with an estimated cost based on the BST work to be completed as requested by the City.
- 2) Prepare roadways for BST (grading, watering, and compaction)
- 3) Complete the BST work as requested by the City.
- 4) Invoice the City for actual costs incurred in completing the BST services.

3. Compensation

City hereby agrees to reimburse the County for costs of the work performed by the County Road Department, based on the actual cost of labor, fringe benefits, equipment rental, and materials used in the BST project, within 30-days from receipt of invoice.

4. Duration of Agreement

This Agreement shall be for six-months from its effective date.

5. Termination

Either party may terminate this Agreement, with or without cause, by giving all parties hereunder thirty (30) days written notice of termination.

6. Indemnification/Hold Harmless

Each party to this Agreement shall defend, indemnify, and hold the other party, including its agents and employees, harmless from claims, actions, injuries, damages, losses or suits, including attorney's fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, or its agents or employees. Should a court of competent jurisdiction invalidate in whole or in part any law, rule, code, or ordinance under which the County provides services under this Agreement, the City shall defend and hold harmless the County, its officials, employees and representatives. Each party herein represents to the other that it is sufficiently self-insured, is a member of a collective risk pool, or has insurance that covers the activities pursuant to this Agreement. A Party shall provide proof of such insurance coverage upon demand by the other party.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the City or a City subcontractor, agent or representative, the indemnification obligation under this Section shall not be limited in any way by the limitation on the amount or type of damages, compensation, or benefits payable by or for the City or the City's subcontractor, agent or representative under Workers Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the he City expressly waives any immunity the City might have had under

such laws. By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties.

7. Assignment or Transfer

This Agreement or any interest herein shall not be assigned or transferred, in whole or in part, without the written consent of both agencies. In the event that such prior written consent to such assignment or transfer is granted, then the assignee or transferee shall assume all duties, obligations, and liabilities of the Assignor(s)/Transferor(s).

8. Notices

Unless otherwise stated herein, all notices and demands shall be in writing and served on the parties either personally or by certified mail, return-receipt requested, at their addresses listed below. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

City of Dayton
Attn: Trina Cole
111 S. 1st Street
Dayton, WA 99328

Columbia County
Attn: Charles Eaton, PE
P.O. Box 5
Dayton, WA 99328

9. Compliance with Laws

The Parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

10. Independent Contractor

It is understood that the County shall be an independent contractor of the City. This agreement shall not give rise to an employment relationship between the City and any employee or agent of the County who may perform this agreement on behalf of the County.

11. Modification

This Agreement may only be modified by writing that has been signed by the parties hereto.

12. Severability

If any provision of this Agreement is determined by any

court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

13. Applicable Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue for any dispute or lawsuit between the parties regarding this agreement shall be in the Superior Court of Walla Walla County, Washington.

14. Non-Discrimination

In the performance of their obligations under this Agreement, neither party may discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status, pregnancy, disability, creed, sexual orientation, or honorable discharged veteran or military status in employment or the provision of services.

15. Severability

If any portion of this agreement is held to be invalid, such a finding will not have any effect on the remainder of the Agreement, which shall remain fully in effect and enforceable.

16. Waiver

Non-enforcement of any provision or condition of this Agreement shall not be deemed a waiver and the parties can enforce said provisions or condition.

17. Filing/Posting

Prior to its entry into force, this Agreement shall be filed with the Columbia County Auditor or, in the alternative, listed by each party on its website or other electronically retrievable public source, as required by RCW 39.34.040.

18. All Writings Contained Herein

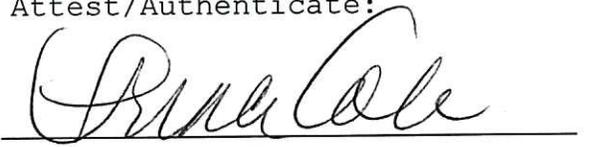
This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CITY OF DAYTON, WASHINGTON


Zac Weatherford, Mayor

6/26/2019
Date

Attest/Authenticate:


Trina Cole, City Administrator

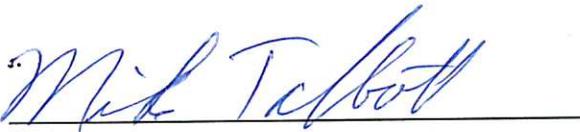
6/26/2019
Date

Approved as to form:


Quinn Plant, City Attorney

Date

COLUMBIA COUNTY, WASHINGTON


Michael Talbott, Chairman

8-14-19
Date

Approved as to form:


Dale Slack, Prosecuting Attorney

8/13/19
Date

Prep Work For City Chip Seal Estimate

Prep Work For Chip Sel On North Cherry and South %th Street.

#1	10 Hours for Grader and Operator @ \$91.00	\$910.00
#2	10 Hours for Roller and Operator @ \$82.00	\$820.00
#3	5 Hours for Broom and Operator @ \$104.00	\$520.00
#4	10 Hours 2 flaggers @ \$46.00	\$460.00
#5	10 Hours Water Truck and Operator @ \$104.00	\$1,040.00
#6	2.5 Hours Ashalt Saw and operator @ \$40.00	<u>\$100.00</u>
	Total	\$3,850.00

Seal Coat Estimate:

	#2	
	North Cherry	CRS-2P
Length (Miles) =	0.1421	752 ft single shot 1059 gallons
Average Width (ft) =	20	
Days to Complete =	0.3	

Materials:	CRS-2P	Shot Rate =	0.6	Tonnage =	4
	Fog Coat	Shot Rate =	0.18		
		Dillution Rate =	1	Tonnage =	1
	Chips	Application Rate =	40	Tonnage =	33

Cost	CRS-2P	Unit Cost =	\$429.76	Total =	\$1,793
	Fog Coat	Unit Cost =	\$331.50	Total =	\$415
	Chips	Unit Cost =	\$18.77	Total =	\$626
	Labor	Hourly Cost =	\$652.05	Total =	\$1,956
	Equipment	Hourly Cost =	\$664.34	Total =	\$1,993

Total Cost = \$6,783

City

Seal Coat Estimate:

#2
North Cherry CRS-2P
Length (Miles) = 0.1421 752 ft single shot 1059 gallons
Average Width (ft) = 20
Days to Complete = 0.3

Materials:
CRS-2P Shot Rate = 0.65 Tonnage = 5
Fog Coat Shot Rate = 0.06
Chips Dillution Rate = 1 Tonnage = 0
Application Rate = 45 Tonnage = 38

Cost
CRS-2P Unit Cost = \$429.76 Total = \$1,942
Fog Coat Unit Cost = \$331.50 Total = \$0
Chips Unit Cost = \$18.77 Total = \$704
Labor Hourly Cost = \$652.05 Total = \$1,956
Equipment Hourly Cost = \$664.34 Total = \$1,993

Total Cost = \$6,595
\$6,783
\$6,471
\$6,649
Total Cost = \$26,498

Seal Coat Estimate:

	#3	
	S. 5th Street	CRS-2P
Length (Miles) =	0.1231	667 ft single shot 942 gallons
Average Width (ft) =	22	
Days to Complete =	0.3	

Materials:

CRS-2P	Shot Rate =	0.65	Tonnage =	4
Fog Coat	Shot Rate =	0.06		
	Dillution Rate =	1	Tonnage =	0
Chips	Application Rate =	45	Tonnage =	36

Cost

CRS-2P	Unit Cost =	\$429.76	Total =	\$1,851
Fog Coat	Unit Cost =	\$331.50	Total =	\$0
Chips	Unit Cost =	\$18.77	Total =	\$671
Labor	Hourly Cost =	\$652.05	Total =	\$1,956
Equipment	Hourly Cost =	\$664.34	Total =	\$1,993

Total Cost = \$6,471

Seal Coat Estimate:

	#3	
	S. 5th Street	CRS-2P
Length (Miles) =	0.1231	667 ft single shot 942 gallons
Average Width (ft) =	22	
Days to Complete =	0.3	

Materials:

CRS-2P	Shot Rate =	0.6	Tonnage =	4
Fog Coat	Shot Rate =	0.18		
	Dillution Rate =	1	Tonnage =	1
Chips	Application Rate =	40	Tonnage =	32

Cost

CRS-2P	Unit Cost =	\$429.76	Total =	\$1,708
Fog Coat	Unit Cost =	\$331.50	Total =	\$395
Chips	Unit Cost =	\$18.77	Total =	\$596
Labor	Hourly Cost =	\$652.05	Total =	\$1,956
Equipment	Hourly Cost =	\$664.34	Total =	\$1,993

Total Cost = \$6,649

City of Dayton
2019 BST Projects

Application Rates

	Gal/SY (Undiluted)
CRS-2P (1st Shot)	0.65
CRS-2P (1st Shot)	0.6
Fog Seal	0.18
	Lbs/SY
1/2"-No 4 (1st Application)	45
1/2"-No 4 (2nd Application)	40
Choke Stone	6

N Cherry St: Commercial to North End

	Length	Width
Dimmensions	750	20
Area	1667	SY

S 5th St: Day St to South End

	Length	Width
Dimmensions	650	22
Area	1589	SY

E Richmond St: 6th St to East end of Street

	Length	Width
Dimmensions	250	20
Area	556	SY

<u>Totals</u>	
Total Area	3811 SY
Total CRS-2P (Undiluted)	4764 Gallons
Total Fog Seal (undiluted)	686 Gallons
Total 1/2"-No.4	162 Tons
Total Choke Stone	11 Tons