

RESOLUTION NO. 1387

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON,
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR
PUBLIC WORK SERVICES WITH WALLA WALLA ELECTRIC FOR THE MAIN
STREET STREETLIGHTS REPLACEMENT THROUGH THE TRANSPORTATION
IMPROVEMENT BOARD RELIGHT WASHINGTON PROGRAM PROJECT

WHEREAS, the City of Dayton received funding from the Transportation Improvement Board through the Relight Washington Program to replace approximately twenty (20) city-owned streetlights along Main Street; and

WHEREAS, Public Works solicited bids for the replacement and/or retrofit of twenty (20) Main Street city-owned streetlights; and

WHEREAS, the City received two bids; and

WHEREAS, Walla Walla Electric was the lowest, responsive bid totaling \$3,539.26, that of which includes sales tax; and

WHEREAS, the Public Works Director is recommending that the City Council award the contract for the Main Street Streetlights Replacement Project through the Transportation Improvement Board Relight Washington Program to Walla Walla Electric to perform the public works services as described in Exhibit "A", attached hereto.

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

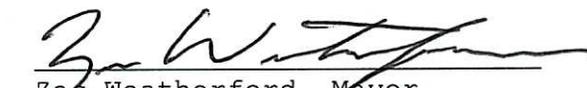
Section 1. Agreement. The Mayor is authorized to execute on behalf of the City of Dayton the Agreement for Public Work Services for the Main Street Streetlights Replacement (Relight Washington) Project in the form attached hereto as Exhibit "A".

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

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

Dated and signed this 14TH day of AUGUST, 2019.

CITY OF DAYTON


Zac Weatherford, Mayor

Attest/Authenticate:



Trina Cole, City Administrator

Approved as to Form:



Quinn Plant, City Attorney

**AGREEMENT FOR PUBLIC WORK SERVICES
MAIN STREET LIGHTS REPLACEMENT
(RELIGHT WASHINGTON) PROJECT**

This agreement made and entered into, by and between the CITY OF DAYTON, a Municipal Corporation of the State of Washington, doing business at 111 S. First Street, Dayton, Washington, hereinafter referred to as "CITY", and Walla Walla Electric, a Washington corporation, doing business at 1225 W. Poplar Street, Walla Walla, WA 99362, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to replace twenty (20) CITY-owned street lights along Main Street with 45-watt LED lamps; and

WHEREAS, CONTRACTOR has submitted a proposal to replace twenty (20) CITY-owned streetlights along Main with 45-watt LED lamps; and

WHEREAS, the CITY accepted CONTRACTOR's proposal to replace twenty (20) CITY-owned streetlights along Main Street with 45-watt LED lamps at an open public meeting on July 10, 2019.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

- 1. Purpose:** This agreement is entered into between CITY and CONTRACTOR for the purpose of replacing twenty (20) CITY-owned streetlights along Main Street with 45-watt LED lamps.
- 2. Service Cost.** CONTRACTOR shall perform the work described in Section 4 of this agreement for \$3,539.26, inclusive of sales tax.
- 3. Timeline.** The work covered by this agreement shall be completed no later than August 31, 2019.
- 4. Scope of Work.** CONTRACTOR shall retrofit twenty (20) light fixtures with new 45-watt LED lamps. The light fixtures are located along Main Street, Dayton, WA. CONTRACTOR will provide all equipment, materials, labor, project oversight, and inspection necessary to complete the project. CONTRACTOR will comply with applicable state and local specifications applicable to street lighting. CONTRACTOR is not responsible for providing traffic control services, which shall be provided by CITY if necessary.
- 5. General Conditions.**
 - a. Compliance with Federal, State and Local Laws. CONTRACTOR agrees to abide by all applicable federal and state statutes and regulations

prohibiting employment discrimination, unfair practices and any other statute or regulation pertaining to the subject matter of this Agreement.

- b. Wage Requirements. This is a public works contract as prescribed in Chapter 39.04 RCW. The State of Washington prevailing wage rates applicable for this public works project, which is located in Columbia County, may be found at the at the Department of Labor and Industries. The applicable date for prevailing wages for this project is July 10, 2019, based on date the contract was executed between CONTRACTOR and CITY. Upon request by CONTRACTOR, CITY shall mail a hard copy of the applicable prevailing wages specific to this project.
- c. Indemnification. CONTRACTOR agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers in the performance of work pursuant to this agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the CITY harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work under this agreement. The provisions of this section shall survive the expiration or termination of this agreement with respect to any event occurring prior to expiration or termination.

For purposes of the foregoing indemnification provision only, and only to the extent of claims against CONTRACTOR by the CITY under such indemnification provision, CONTRACTOR specifically and expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. The indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- d. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.
- e. Attorneys' Fees. Should any party be the substantially prevailing party in a lawsuit to enforce any of the terms of this agreement then the substantially prevailing party shall be entitled to reimbursement from the other party its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.
- f. Assignment. No party to this Agreement may assign its rights or obligations arising from this Agreement, in whole or in part, without the prior written consent of the other party.

WU

- g. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this agreement.
- h. Disputes. The laws of Washington State shall govern this Agreement. Venue for any action under this Agreement shall be in Columbia County, Washington.
- i. Waiver. The failure of any party to insist upon strict performance of any of the covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver of relinquishment for the future of any such covenants or conditions, but the same shall be and remain in full force and effect.

IN WITNESS WHEREOF, CITY and CONTRACTOR caused this agreement to be executed this 10 day of July, 2019.

City of Dayton

By: Walla Walla Electric


Zac Weatherford, Mayor


Authorized Signer

Attest/Authenticate:


Trina Cole, City Clerk-Treasurer

Approved as to form:


Quinn Plant, City Attorney

WWE