

**RESOLUTION NO. 1410**

**A RESOLUTION OF THE CITY OF DAYTON, COLUMBIA COUNTY,  
WASHINGTON AUTHORIZING AN AGREEMENT FOR PUBLIC WORKS  
CONTRACT SERVICES WITH BLUE MOUNTAIN ENVIRONMENTAL TO  
PERFORM CITY HALL BASEMENT MOLD REMEDIATION SERVICES; AND,  
AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.**

**NOW, THEREFORE, CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DOES  
HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council hereby authorizes the agreement for public works contract services with Blue Mountain Environmental to perform City Hall Basement Mold Remediation Services as incorporated hereto as Attachment "A".

**SECTION 2.** The Mayor is hereby authorized to execute the agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

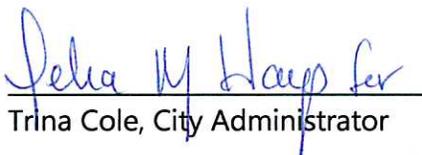
**SECTION 3.** This Resolution shall take effect and be in full force upon its approval.

**ADOPTED** by the City Council of the City of Dayton, Washington on this 18th day of February, 2020.

City of Dayton

  
By: Zac Weatherford, Mayor

Attested/Authenticated By:

  
Trina Cole, City Administrator

Approved as to form:

  
Quinn Plant, City Attorney

Resolution No. 1410  
02/18/2020



## Service Agreement

CITY OF DAYTON

JAN 30 2020

REC'D BY

*Del*

8:00 AM

Parties

This Agreement made this January 28, 2020 by and between

**City Hall-Dayton  
Rob John  
111 S. 1st Street  
Dayton, WA 99328**

subsequently referred to as "Client", and Blue Mountain Environmental & Consulting Company Inc., subsequently referred to as "BMEC or Consultant"

For and in consideration of the mutual promises and performances herein contained, the parties agree that BMEC shall provide consulting services to Client in accordance with the terms and conditions set forth below and the cited attachments to this agreement.

1. Term. The term of this agreement shall commence on the day above stated and continue until the 29th day of February, 2020 or until sooner terminated either for the convenience of either party or for cause both as stated below in this agreement.

2. Project. Client hereby retains BMEC, Inc. to provide environmental consulting services in regard to:

**111 S. 1st Street Dayton, WA 99328**

which may be referred to hereinafter as the "project".

3. Scope of Work. The scope work to be provided by BMEC to Client under this agreement and for the project is defined and limited to the following:

BMEC proposes to use a a remediation contractor having extensive knowledge and experience in the IICRC s520 to remediate the basement for conditions conducive for molds to include the following:

- Provide the unboxing of basement boxed contents into water tight containers and relocated to a two stage decontamination chambers for cleaning. The two stage decontamination chambers of include:
  - Stage One Chamber-HEPA Vaccuuming and cleaning of files in a controled negative filtered air environment.

- Stage Two Chamber- The cleaned files are placed and exposed to ozone and or hydroxyl generator for approximately 48 hours to eradicate any fugitive mold spores.
- Decontamination of the basement after removal of the contents. General work practices and removal procedures:
  - Create Negative Pressure Enclosures (NPE) at each work area by installing critical barriers either around the work area and/or on doors, windows and vents within the work area. Install HEPA filtered air scrubber in the work area(s) to filter airborne mold spores during the remediation activities. Install a single stage decontamination unit for ingress and egress.
  - Clean the contaminated non-porous building materials throughout the work area. The general method is by sanding, scrubbing and wire brushing of all visible mold growth and HEPA vacuuming all surfaces.
  - Once all visible molds is removed from the work area, treat the remaining building materials with "Fiberlock IAQ 2000" a quaternary ammonium chloride blend, an EPA registered sanitizer.
  - Decontaminate the entire work area by triple wet wipe method with "Fiberlock IAQ 2000" a quaternary ammonium chloride blend, an EPA registered sanitizer.
  - Apply an microbial encapsulate Fiberlock IAQ 6100 post inspection by BMEC and prior to the collection of air samples.
  - Remove work area enclosures after a post-remediation verification clearance by BMEC.

BMEC proposes to use a Board Certified Indoor Environmental Consultant to facilitate the remediation to include:

- Provide onsite observations during the setup and remediation to ensure the integrity of the remediation.
- Collect the HVAC filter and have analyzed for environmental mold and mycotoxins (EMMA) to document long term mold exposure.
- Provide post remediation verification cleanliness with visual observations and collect air samples to document the effectiveness of the remediation for human occupancy.
- Digital closeout report of remedial activities and cleanup verification will forwarded to you within 10 business days after all lab data is received.

Bid Exclusions:

Repair of water Leak(s) or moisture intrusion.  
 Work in excess of 8 hours per day, weekends or legal holidays.  
 Insurance above our standard coverages or project bonding.

4. Contract Documents. The following documents, along with this agreement, are specified as the contract documents and further describe the scope and conditions of BMEC services hereunder (these may include, without limitation, the BMEC proposal for the project, confirmation letter, plans and work schedule):

5. Contract Price. The Client agrees to compensate BMEC for its services—labor, costs and other project related charges—except as noted in the Bid Exclusions.

On that basis, BMEC estimates that the contract price for those services will be:

**\$25,571.30**  
**\$1,392.30 tax**

The estimated contract price will not be exceeded without the authorization of the Client. This fixed price quotation is conditioned upon Client authorizing BMEC to proceed within 60 days of the date BMEC delivers its proposal to Client.

If project requirements or the encountering of subsurface or other latent conditions occurs such that the scope of services covered by this Agreement and the contract price should be revised, one or more written change orders or an additional Service Agreement may be executed accordingly to encompass them. Should the Client elect not to proceed further in such instance, Client shall compensate BMEC at the rate or rates indicated in the Fee Schedule (see Exhibit A) under this agreement for the services rendered to Client up to that point.

6. Payment. The terms of payment are due upon receipt of invoice. BMEC may require additional outside resources from time to time to assist BMEC in carrying out its obligations under this agreement and to assist in the timely completion of the work. These resources may include but not be limited to document preparation, field assistance, and services provided by other specialized technical professionals. Any additional outside resource needs will be identified by BMEC to Client along with a time and cost estimate for approval. Additional outside resources approved by client and used by BMEC will be invoiced according to terms of the attached Fee Schedule.

A 1.5% finance charge will be added monthly to past due invoices. BMEC will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts.

Except as may be provided for in individual purchase orders, the invoice price will include all applicable federal, state and local taxes.

7. Authorized Representative. Client designates **Rob John with Dayton City Hall** as Client's authorized representative to act in client's behalf with respect to the services to be performed by BMEC.

8. Governing Law. This Agreement is made under and shall be governed by and construed and enforced under the laws of the State of Washington with venue for any action hereunder to be exclusively in Walla Walla County, Washington.

9. Termination. This AGREEMENT may be terminated by either party upon receipt of written notice for either convenience or for substantial or material failure to perform in accordance with terms of the

AGREEMENT through no fault of the terminating party. Except for termination because of delinquency in payment for BMEC's services, termination will not be in effect unless: (i) a minimum of 7 calendar days notice of intent to terminate has been given, (ii) the notice specifies "for convenience" or the nature of the substantial or material failure, and (iii) the notified party has had an opportunity to discuss termination "for convenience" or cure the substantial failure before expiration of the necessary minimum 7 calendar days notice.

10 Force Majeure. Neither party to this AGREEMENT will be liable to the other party for inability to perform or delays in performing the services, nor for the direct or indirect cost resulting from such inability to perform or delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

11. Independent Contractor. BMEC is acting as an independent contractor in its capacity under this Agreement. Nothing contained in this agreement or in the relationship of Client and BMEC shall be deemed to constitute a partnership, joint venture, or any other relationship between Client and BMEC. BMEC's authority is limited to performing the services set forth here in accordance with the terms of this Agreement. BMEC does not have any authority to execute any contracts or agreements for or on behalf of Client, and is not granted any right or authority to assume or create any obligation or liability or make any representation, covenant, agreement or warranty, express or implied, on Client's behalf, or to bind Client in any manner whatsoever. Any consents, approvals or instruction which may be required of Client may only be given by Client's authorized representative, who, until written notice to the contrary, shall be **Rob John with Dayton City Hall**

The services performed by BMEC shall be completed in accordance with the requirements contained in this agreement.

12. Miscellaneous Provisions.

A. Total Agreement.

This Agreement contains the total agreement of the parties and may not be amended except in writing signed by the parties.

B. Confidentiality.

BMEC, its officers, agents and employees agree to perform the services specified in this agreement in a confidential manner and agree not to disclose any information or materials gathered pursuant to this agreement, or discuss same with anyone, without the prior written permission of Client; provided, however, that BMEC is authorized and permitted to disclose, where relevant, any such information or materials to any third parties who are required under the terms of this agreement or by law to be contacted by BMEC. The Final Report and any additional written reports prepared by BMEC shall be marked "Business Confidential" and distribution of same by Investigator will be limited to those employees of Investigator conducting, reviewing and preparing such reports.

C. No Third-Party Beneficiary.

This Agreement is entered into for the exclusive benefit of the parties and the parties disclaim any intent to benefit anyone not a party.

D. Witness Fees.

Consultant's employees shall not be retained as expert witnesses except by separate, written agreement. Owner agrees to pay Consultant, pursuant to a reasonable fee schedule agreed upon by the parties, for any of Consultant's employees subpoenaed by any person or entity as an occurrence witness as a result of Consultant's work.

F. Mediation/Attorney's Fees. In the event a dispute between the parties, arising under or in relation to the performance or nonperformance of this agreement, the parties agree to submit that dispute to mediation promptly and prior to any court action. However, if mediation occurs and is unsuccessful and the dispute proceeds to litigation, the prevailing party shall be entitled to an award of attorneys fees and costs against the other.

It is so agreed,

Blue Mountain Environmental & Consulting Company, Inc.

By: Richard DeLorme  
(Print or type name)

Title: Board Certified Indoor Environmental Consultant

Date: January 28, 2020

Richard DeLorme  
(Signature)

Client:

By: ZAC WEATHERFORD  
(Print or type name)

Fed. Tax ID# \_\_\_\_\_

Zac Weatherford  
(Signature)