



Resolution 2006-031

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE IMPROVEMENT OF MURDOCK ROAD

WHEREAS, the City is to provide the citizens with safe and reliable roads; and

WHEREAS, Murdock Road has completely deteriorated between S.W. Chesapeake and S.W. Roy Streets;

WHEREAS, ORS 190.010 authorizes the parties to enter into this agreement for the performance of any or all functions that a party to the agreement has authority to perform;

WHEREAS, the estimated cost of the City's work is \$110,000.00.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

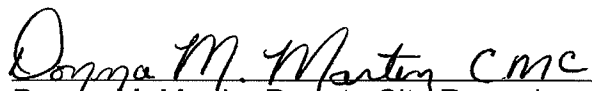
Section 1. The City Manager is authorized to sign the Intergovernmental Agreement with Washington County.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 6th day of June, 2006.


Keith S. Mays, Mayor

ATTEST:


Donna M. Martin, Deputy City Recorder

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and the City of Sherwood.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2006, or upon final signature, whichever is later.
The expiration date is: July 1, 2007; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279C.500 and 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing 60 (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Jurisdiction

Signature

Date

Printed Name

Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address: _____

Mail Stop #
Hillsboro, OR

Washington County – City of Sherwood
Intergovernmental Agreement
Overlay of portions of Murdock Road (Oregon St. to 2380 l.f. South)
(April 26, 2006)

1. The City would like to resurface a portion of Murdock Road within its city limits. The County will be contracting for resurfacing projects near the City in FY 2006-2007.
2. The parties agree it is in their best interests to coordinate these resurfacing projects in a joint manner. Both the City and the County agree to pay for their portions of the work.
3. The County agrees to include the City work (Murdock Road, Oregon St. to 2380 l.f. south) in its resurfacing contract and provide all contract administration and inspection for the project.
4. The City has provided the scope of work, project limits and estimate of quantities and the County has provided estimated prices for the Murdock Road resurfacing project as shown in Attachment B.
5. The City agrees to assist the County in field locating the project limits.
6. City agrees to provide information and assistance under paragraphs 4 and 5 in a timely manner to coordinate with the schedule of the County's overlay contract ("Contract").
7. The County will provide City with Contract's proposed cost, and City shall have five (5) working days to notify County in writing to cancel the city work. If no notice is sent, the City shall be deemed to approve the Contract's proposal cost and authorize the work in the amount of the proposal.
8. The estimated cost of the City's work is \$110,000. County will invoice the City for the actual cost of the city's overlay work under the Contract. No extra work in addition to the original bid items on the City's portion of the project will be allowed without written approval by the City.
9. The City agrees to reimburse the County for the Murdock Road resurfacing project in the amount as invoiced submitted by the County within 45 days of receipt of invoice.

Attachment A

Murdock Rd, City of Sherwood

Scope of Work and Estimate of Cost

OVERLAY WITH NO GRIND. FEATHERED LONGITUDINALLY.

				ENGINEERS ESTIMATE	ENGINEERS ESTIMATE
NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
EXTRA WORK (00100)					
1	Miscellaneous Field Changes	AA	ALL	\$3,054.00	\$3,054.00
MOBILIZATION and TRAFFIC CONTROL (00200)					
2	Mobilization	LS	ALL	\$7,253.00	\$7,253.00
3	Work Zone Traffic Control, Complete	LS	ALL	\$9,162.00	\$9,162.00
ROAD WORK (00350)					
4	Pavement Overlay Geotextile	Yd ²	5,656.0	\$1.30	\$7,352.80
WORK ON EXISTING SEWERS & STRUCTURES (00400)					
5	Adjustment of Standard Manhole	EA	6	\$75.00	\$450.00
6	Adjustment of Standard Water Valve Box	EA	1	\$37.50	\$37.50
BASES (00600)					
7	Shoulder Rock (3/4 - 0 in)	US Tons	94.5	\$20.00	\$1,890.00
WEARING SURFACES (00700)					
8	HMAC, Level 3, 1/2 in	US Tons	1,605.8	\$41.00	\$65,839.42
9	HMAC, Level 3, Pre-level, 1/2 in	US Tons	292.0	\$41.00	\$11,972.00
TOTALS					\$107,010.72