

# Council Business Meeting

May 15, 2018

**Title:** Intergovernmental Agreement with Jackson County to Chip Seal East Main Street and Scenic Drive.

**From:** Avram Biondo Street Supervisor  
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## **Summary:**

Before the Council is an Intergovernmental Agreement (IGA) with Jackson County to perform grinding, inlay paving, and chip sealing on portions of East Main Street and Scenic Drive. The City of Ashland Street Division does not have the equipment and resources required to perform this work as part of the City's pavement management program. Council previously signed an IGA with Southern Oregon Cooperative (SOC) on [January 16, 2018](#). Due to the scope and the cost of this project, a separate SOC IGA with Jackson County was created specifically for this work (attachment 1) at a cost of \$103,576.

## **Actions, Options, or Potential Motions:**

- Move to approve the IGA with the Jackson County Roads Department for grinding, inlay paving and chip seal work.
- Direct staff to design and bid this project competitively.
- Direct staff to further evaluate the level of treatment required on these streets.

## **Staff Recommendation:**

Staff recommends the Council approve entering into the IGA to provide these needed pavement maintenance projects. Jackson County's costs are significantly less than expected costs if staff were to bid this project as Jackson County is including the City's work during their mobilization for similar work in the area.

## **Resource Requirements:**

The cost of this IGA is estimated to be \$103,576. The funding is planned and available from the Street Division's infrastructure budget for street repairs and sealing projects.

## **Policies, Plans and Goals Supported:**

*City Council:*

1. *Leverage our regional and state relationships to increase effectiveness in relevant policy arenas*
  - 1.2.a. *Develop plan for coordination with Jackson County on county road improvements within City limits.*
4. *Evaluate real property and facility assets to strategically support city mission and goals.*
21. *Be proactive in using best practices in infrastructure management and modernization*

#### Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

#### **Background and Additional Information:**

Paving maintenance along the East Main corridor from Lithia Way to Walker Ave was previously completed in 1991, 2002, 2004 and 2005. Since then only minimal preventative maintenance and localized repairs have been done throughout the corridor. The Street Division estimates the pavement condition index (PCI) for this corridor at 46 (upper end of “poor”).

Scenic Drive has not seen any significant preventative maintenance since sections were overlaid in 1992 and 1998. The Street Division estimates the PCI for this corridor at 54 (lower end of “fair”).

Chip sealing is a cost effective, skid resistant, protective wearing layer on top of asphalt. It is accomplished by the application of a thin layer of liquid asphalt covered with 3/8” rock chips. An additional layer of liquid asphalt (fog seal) is then sprayed on top of the chips to help lock them in place and provide an even black color across the roadway.

Prior to the chip sealing, failed sections of asphalt will be removed and replaced to prevent further roadway deterioration. The chip seal for these street sections are expected to provide 5-10 years of wearing life before additional maintenance activities will be required.

The average life of an asphalt roadway surface is 15-20 years before requiring resurfacing through overlays and complete rehabilitation. Adequate funding is not currently available to provide a complete asphalt overlay of these sections of East Main and Scenic Drive, which would also require Americans with Disability (ADA) improvements to all of the curb ramps. Funds have been budgeted to provide a chip seal that will provide an acceptable wearing surface, improve the PCI index by 15-20%, and maintain the roadway until such time in the future when a full overlay and ADA improvements can be made. The chip seal treatment will bring East Main, classified as an “avenue” to “fair” condition (OCI of ~55) which is marginally within the recommended street condition rating. Scenic is classified as a neighborhood collector and the chip seal treatment will bring the street condition to the upper “fair” rating (OCI of ~64), well within the desired classifications.

#### **Timing:**

The County will work with City street crews to complete the grinding and inlay sections in Jun 2018 and plan to complete the chip seal in mid-July. The County will start with E. Main Street and plans to also do the County’s jurisdictional section to the south of Walker Street first, then continue with Scenic.

#### **Attachments:**

Intergovernmental Agreement with Jackson County  
Map of East Main Street Work Area  
Map of Scenic Drive Work Area

**INTERGOVERNMENTAL AGREEMENT**  
**Between Jackson County and City of Ashland**  
**For Chip Sealing, Asphalt Grinding, and Inlay Services within the CITY OF ASHLAND**

PARTIES

This agreement is made and entered into by and between JACKSON COUNTY, a political subdivision of the State of Oregon (herein referred to as "COUNTY") and the CITY OF ASHLAND, a municipal corporation of the State of Oregon (herein referred to as "CITY") and sets forth the terms under which COUNTY will perform chip sealing and fog sealing (herein referred to as chip sealing), asphalt grinding (herein referred to as grinding), and inlay patching of ground areas (herein referred to as inlay) at certain paved areas of E Main ST and Scenic ST. County and City are herein individually referred to as the "Party" and collectively referred to as the "Parties."

STATUTORY AUTHORITY

1. In accordance with and pursuant to the provisions of ORS Chapter 190, entitled INTERGOVERNMENTAL COOPERATION, the COUNTY is authorized to jointly provide for the performance of a function or activity in cooperation with a unit of local government that includes a city or other governmental authority in Oregon. By acceptance of this Agreement, CITY certifies that it meets the above criteria for eligibility for such cooperation with COUNTY.
2. As a result of this Agreement and pursuant to ORS 190.030, any unit of local government consolidated department, intergovernmental entity or administrative officers designated herein to perform specified functions or activities is vested with all powers, rights, and duties relating to those functions and activities that are vested by law in each separate party to the Agreement, its officers and agencies.

RECITALS

1. WHEREAS, the CITY desires to contract with the COUNTY for the provision of chip sealing, grinding, and inlay services at certain paved surfaces within the CITY; and
2. WHEREAS, the COUNTY has the resources to provide chip sealing, grinding, and inlay services to the CITY; and.
3. WHEREAS, the parties are authorized to enter into such agreements pursuant to chapter 190 of the Oregon Revised Statutes.

INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows:

1. Chip sealing, Grinding, and Inlay Services. The COUNTY shall provide to the CITY chip sealing, grinding, and inlay services. Services consist of the provision of all required equipment, operators, laborers, materials, and other resources to provide these services. Services shall be provided within city limits of the CITY on E Main ST and Scenic DR. The COUNTY and the CITY agree this work will be billed as Time and Materials. See APPENDIX A.

1.1. Scope of Services. The COUNTY agrees to grind and inlay approx. 1,210 linear feet of asphalt on E Main ST between Lithia WY and Walker AVE. The COUNTY agrees to grind approx. 310' full lane width on E Main ST. The COUNTY agrees to Chip Seal approx. 9,900 FT of roadway on E Main ST between Lithia WY and Walker AVE and on Scenic ST between Nutley ST and Wimer ST.

1.2. Schedule of Services. The COUNTY agrees to provide services to the CITY as necessary to complete the work by June 30<sup>th</sup> 2019.

1.3. Notification. The COUNTY shall provide at least 7 days' notice to the CITY before starting work and receive verbal or written approval from the CITY prior to starting.

1.4. Payment. In consideration of the services to be provided by the COUNTY to the CITY, the CITY agrees to make payment to the COUNTY within 30 days of receipt of an invoice.

2. Compensation

2.1. The COUNTY shall submit billings to the CITY for actual costs of materials, equipment and labor incurred for work performed under this Agreement. Upon completion of project, billings shall be submitted within thirty (30) working days. Billings shall be in a form acceptable to the CITY and documented in such a manner as to be easily verified. The CITY shall reimburse the COUNTY within 30 days of receipt of invoice.

2.2. Billing. The CITY shall be billed within 30 days of completion of services. Payments shall be due within 30 days after invoicing by the COUNTY. Billings shall be submitted to:

City of Ashland  
20 East Main Street  
Ashland, OR 97520

3. General Provisions

3.1. The COUNTY shall be responsible exclusively with respect to its employees for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax deductions, workers compensation coverage, and PERS contributions. Nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee as between the COUNTY and the CITY.

3.2. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the

rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

#### 4. Termination

4.1. Without Cause. This Agreement may be terminated by mutual consent of the parties or by either party upon thirty (30) days written notice and delivered by certified mail or in person.

4.2. For Cause. The COUNTY or the CITY may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to the other party or at such later date as may be established by Parties under any of the following conditions:

- i. If the COUNTY or the CITY funding from federal, state, local or other sources is not obtained and continued at levels sufficient to allow for the performance of the Agreement;
- ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the performance is no longer allowable or appropriate or are no longer eligible for the funding proposed for activities authorized by this Agreement.

4.3. For Default or Breach.

- i. Either the COUNTY or the CITY may terminate this Agreement in the event of a breach of the Agreement by the other part. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice or within such other period as the party giving the notice may authorize or require, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
- ii. The rights and remedies of the COUNTY provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4.4. Obligation/Liability of Parties:

- i. Termination or modification of this Agreement pursuant to subsections 4.1, 4.2, or 4.3 above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification.

#### 5. Modification, No Assignment, Construction, Effective Date

5.1. This Agreement may be amended, by written amendment and included as part of the Agreement when properly signed by the parties.

- 5.2. The COUNTY shall not assign or otherwise transfer its interest in this Agreement.
- 5.3. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.
- 5.4. This Agreement shall not become effective until both parties hereto have executed this Agreement.

6. Insurance

- 6.1. The COUNTY, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- 6.2. Each party's insurance shall provide primary coverage responsibility for its own employees and agents when in the course of performing work under this Agreement for which a claim arises.

7. Limitations of Liability. The parties agree that each party shall not be subject to claim, action or liability arising in any manner whatsoever out of any act or omission, interruption or cessation of services by the other party under this Agreement. Each party shall not be liable or responsible for any direct, indirect, special or consequential damages sustained by the other party to this Agreement, including, but not limited to, delay or interruption of business activities that may result in any manner whatsoever from any act or omission, interruption or cessation of services.

8. Indemnification. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 et seq., and Article XI, Section 10 of the Oregon Constitution, each party to this Agreement shall be solely responsible for its own actions and/or failure to act and shall indemnify and hold the other party harmless from any claims, litigation, and/or liability arising from a party's acts or omissions under this agreement and including any and all claims arising from the level of service afforded under the Maintenance Plan pursuant to the Agreement. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

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IN WITNESS WHEREOF, the Parties hereby enter into this Agreement. Each party, by signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have authority to execute this Agreement.

JACKSON COUNTY OREGON

CITY OF ASHLAND OREGON

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Printed Name*

**Date**

\_\_\_\_\_  
**City Council**

**Date**

\_\_\_\_\_  
*Title*

APPROVED AS TO LEGAL SUFFICIENCY:

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Printed Name*

**Date**

\_\_\_\_\_  
*Printed Name*

**Date**

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

IGA APPENDIX A

Estimate By  
 JACKSON COUNTY OREGON  
 ROADS

DATE: 03/20/2018

Estimate For: City of Ashland

This is an Estimate -Actual Cost Will Be Billed

Description of Services: Chip and fog seal E. Main and Scenic, Grind and Inlay on E. Main and Grind an area for the city

Quantity	Description	Cost
25,233 sq yrds	Chip seal E. Main fog line to fog line and Scenic @ \$2.95 sq yrds	74,437.00
32,255 sq yrds	Fog seal E. Main and Scenic @ \$0.30 sq yrds	9,676.00
	Grind and inlay on E. Main 4" deep at \$175 a ton	17,813.00
308'x13'x3.5"	4 hours with grinder, the dump trucks and operators	1 ,650.00
	NOTE: This estimate is NOT an order for work to be done. To schedule this job please contact your estimator.	

ESTIMATE TOTAL: \$103,576.00

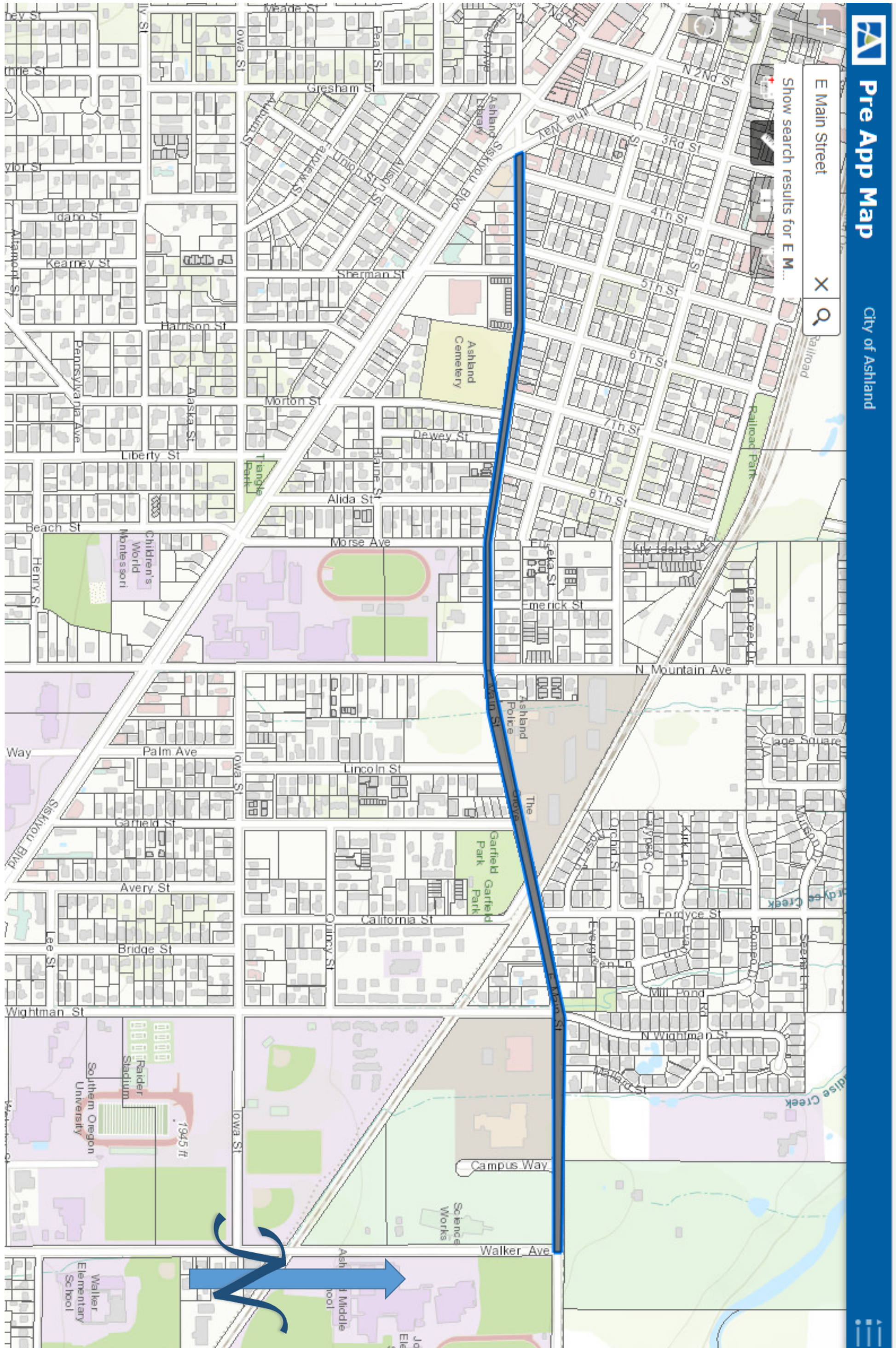
Questions regarding this estimate should be directed to:  
 JACKSON COUNTY ROADS  
 200 Antelope Road  
 White City OR 97503  
 (541) 774-8184

Estimated By: Jeff Pruitt





# Jackson County Chip Seal East Main Street; Lithia Way to Walker Ave





# Jackson County Chip Seal Scenic Drive; Wimer Street to Strawberry Lane

