

CONTRACT NO. 2401-01
PIGGYBACK PURCHASING AGREEMENT
CITY OF DALTON GARDENS

This Piggyback Purchasing Agreement ("Agreement") is between City of Dalton Gardens, a political subdivision of the state of Idaho and an Idaho municipal corporation ("City") and Poe Asphalt ("Contractor").

RECITALS

WHEREAS, pursuant to Idaho Code § 67-2807, a political subdivision may participate in cooperative purchasing agreements the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof, and cooperative purchasing programs that offers it goods or services as a result of competitive solicitation processes if the competitive purchasing and solicitation requirements have been complied with for such purchases. This process is referred to as a "Piggyback Purchasing."

WHEREAS, the City engaged in procuring services or personal property pursuant to I.C. § 67-2806 that resulted in a contract for chip sealing roads.

WHEREAS, City's city council approved a piggyback of the chipseal services with Contractor of the contract attached hereto as Exhibit A and incorporated herein ("Contract").

WHEREAS, the City and Contractor desire to enter into this Agreement for the purpose of acknowledging a piggyback on the Contractor's chip sealing agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the following mutual covenants and conditions, and any other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

1. **Contract.** Contractor affirms and ratifies the terms and conditions of the Contract with the Contractor and agrees to provide the services as set forth therein for City until all aspects of the services are completed. Contractor further agrees that for the purposes of interpretation and enforcement of the term, City shall be substituted for the term for the [other entity name] throughout the Contract, including for purposes of insurance and indemnification. Any rights, duties, and/or obligations the [other entity name] has under the Contract shall inure to the benefit of the City, and any rights, duties, and/or obligations Contractor has under the Contract shall inure to the benefit of Contractor.
2. **Term of Agreement.** This Agreement shall be effective when fully executed and will remain in effect until the chip seal is completed. The terms and conditions of the Master Contract shall remain in full force and effect during the term of this Piggyback Agreement.

3. Scope of Work. Contractor shall provide the goods and/or services as identified in Exhibit A which is attached and incorporated by reference.
4. Compensation. The maximum compensation to be paid under this Agreement is as identified in Exhibit A, which is attached and incorporated by reference.
5. Contract Representative: Notice. Each party's contract representative, as designated below, shall be responsible for administering this Agreement for that party. A party may change its representative by providing written notice to the other party.

City's Representative

Name: Curt Jernigan
 Title: Mayor

Address: City of Dalton Gardens
 6360 North Fourth Street
 Dalton Gardens, ID 83815

Phone: (208) 772-3698
 Email: *mayor@daltongardens.com*

Contractor's Representative

Name:
 Title:

Address:

Phone:
 Email:

Any notice required under this Agreement will be in writing and deemed received on the date personally delivered to other party's contract representative, or on the third day after deposit by registered or certified first-class U.S. mail, postage prepaid and properly addressed.

6. Governing Law; Venue. This Agreement will be governed in all respects by the laws of the State of Idaho, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kootenai County, Idaho.
7. Compliance with Applicable Law. Contractor warrants it has complied and shall comply with all applicable laws and regulations, codes, ordinances, orders, decrees, labor standards, and OSHA standards of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.
8. Independent Contractor. Each party under this Agreement shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Contractor shall have complete responsibility and control over its employees and agents. Contractor and its employees and agents shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County. Contractor and its employees and agents shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to County employees.
9. Severability. If a court of competent jurisdiction holds any provision of this Agreement to

be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if this Agreement did not contain the particular provision held to be invalid provided that the fundamental purpose or purposes of the Agreement can still be accomplished. If any provision of this Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

10. Counterparts, Electronic Signature. This Agreement may be executed in counterparts, each of which shall be an original and all counterparts taken together shall constitute one and the same agreement. Signatures to this Agreement transmitted by electronic means shall be valid and effective to bind the party so signing.
11. Non-Exclusive Agreement. The City may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Agreement or may have its own employees perform the same or similar services contemplated by this Agreement.
12. Event of Conflict. In the event of any conflict or inconsistency between the provisions of this Agreement and the Contract, the provisions of this Agreement shall prevail. If the provisions of this Agreement are not in direct conflict, then the provisions of this Agreement and the Contract shall be read together.
13. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties. All previous agreements and representations, whether oral or written, entered prior to this Agreement are hereby revoked and superseded by this Agreement. This Agreement may only be modified or changed by the mutual written agreement of the parties.
14. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign with all terms binding commitments on behalf of the person signing and the party for which they purport to act.

Dated this 11 day of June, 2024.

CITY OF DALTON GARDENS

By: _____

Curt Vernigan, Mayor

CONTRACTOR

By: _____

Its: CHIEF ESTIMATOR

ATTEST:

Curt Bm

City Clerk



CLARKSTON DIVISION
 P.O. BOX 449
 LEWISTON, ID 83501
 PH: 509.758.5561
 FAX: 509.758.1754

POST FALLS DIVISION
 2732 N. BECK RD
 POST FALLS, ID 83854
 PH: 208.777.0498
 FAX: 208.777.0499

PULLMAN DIVISION
 P.O. BOX 784
 PULLMAN, WA 99163
 PH: 509.334.6400
 FAX: 509.334.6464

SPOKANE DIVISION
 7909 S. GROVE RD
 SPOKANE WA, 99163
 PH: 509.244.8908
 FAX: 208.777.0499

An Equal Opportunity Employer

www.poeasphalt.com

To:	Dalton Gardens, City Of	Contact:	
Address:	6360 N. 4th St. Dalton Gardens, ID 83815	Phone:	208-772-3698
Project Name:	CITY OF DALTON GARDENS 2024 CHIP SEAL	Bid Number:	
Project Location:	HANLEY & DAVENPORT ST., DALTON GARDEN, ID	Bid Date:	4/25/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	01	1/2" CHIP SEAL	34,808.00	SY	\$4.25	\$147,934.00
	02	FOG SEAL	34,808.00	SY	\$0.50	\$17,404.00
	03	TRAFFIC CONTROL	1.00	LS	\$10,000.00	\$10,000.00
	03	TEMPORARY RAISED PAVEMENT MARKERS	1.00	LS	\$6,000.00	\$6,000.00
	03	MOBILIZATION	1.00	LS	\$7,500.00	\$7,500.00

Total Bid Price: \$188,838.00

Notes:

- This quote includes 1 mobilization(s); additional mobilizations (if required) will be at \$4,500.00 per each.
- Work to be completed during favorable weather and prior to October 1st, 2024. Work ordered beyond this date will require a signed waiver acknowledging that adverse weather may affect the quality and finish, including aesthetics, of the product.
- Bid Includes: One (1) Mobilization, 1/2" Chip Seal, Fog Seal, Traffic Control, Sweeping, Tabs, Quality Control Testing, and Material Use Tax.
- Exclusions: Construction Permits, Engineering, Surveying, Staking, Excavation, Subgrade Prep, Soil Sterilant, Striping, Patching, Concrete, and Utility Adjustments, TERO Fees, and Pro Rata Share of Bond.
- **This quote is valid for 15 days after the bid date or 10 days after execution of the bid, whichever is shorter.** If signed acceptance of this quotation is not received within that time-frame, Poe Asphalt reserves the right to update pricing to reflect current market conditions. This quote includes only our standard form of insurance. This quote sheet must be attached to and become a part of any subcontract agreement.
- **DUE TO THE VOLATILITY OF ASPHALT PRICES, THIS PRICE SHALL BE WITHDRAWN IF NOT ACCEPTED WITHIN 15 DAYS.**
- Poe Asphalt's warranty is void if we are directed to grade and/or pave your project in inclement weather or other unsuitable conditions. Poe Asphalt will not be responsible for asphalt over-runs, under-runs or drainage problems if this is a "pave-only" project. All projects will be measured upon completion and invoiced accordingly.

Payment Terms:

Payment Terms are NET 30 days from the date of our invoice. Poe Asphalt Paving reserves the right to file a property lien if payment conditions are not met. We also reserve the right to inquire into a customer's credit history prior to commencing any work

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Poe Asphalt Paving Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Alex Jordan (907) 687-8187 alex@poeasphalt.com</p>
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