

101-11-021

INTERAGENCY AGREEMENT BETWEEN CLALLAM COUNTY AND THE CITY OF SEQUIM FOR STREET CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into by and between Clallam County, hereinafter known as “the County”, and the City of Sequim, hereinafter known as “the City” to perform maintenance work on Blake Avenue.

RECITALS

- A. The City of Sequim desires maintenance work to be performed on Blake Avenue including pavement repair, crack sealing, asphalt pre-leveling, chip sealing, fog sealing, and other work (Exhibit A.)
- B. Clallam County has available staff and equipment to perform the maintenance on Blake Avenue and may add the City surfacing work as a bid alternative to other surfacing work that the County will be performing later this year.
- C. This Agreement establishes the respective roles and responsibilities of the County and the City in performing the street maintenance.
- D. All of the terms and conditions of this Agreement are consistent with adopted policies of Clallam County and the City of Sequim.
- E. The parties are authorized by the Washington State Interlocal Cooperation Act, RCW 39.34, to enter into an interagency Agreement of this nature.

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

1. Scope of Work

County agrees to perform work on Blake Avenue, the scope and manner of which is more specifically described in “Exhibit A”.

2. County Responsibilities:

- A. The County will construct and/or contract for the maintenance of Blake Avenue in accordance with the plans approved by the City and the 2010 edition of Standard Specifications for Road, Bridge, and Municipal Construction.
- B. The County shall be responsible for obtaining all bids, including all notices, in accordance with all applicable laws, including but not limited to RCW 39.04.
- C. The County agrees to abide by and adhere to all applicable, federal, state, and local laws.

3. City Responsibilities:

- B. In an amount agreed upon by the City of Sequim Public Works Director and the Clallam County Engineer, the City will reimburse the County for all direct costs incurred in the maintenance of Blake Avenue in an amount not to exceed \$115,000.
- C. If the City chooses to proceed with the Blake Avenue maintenance work, the City will be responsible for inspection, construction project management, and acceptance of the work. The City will also be responsible for all costs of construction. At the City's option, County staff may perform any of the work outlined in this section at City expense.

4. Project Initiation

No work may be performed under this Agreement prior to July 18, 2011.

5. Payment and Change Orders

- A. Payment submissions shall be made by invoice and shall not be submitted more frequently than once per month. The City shall make progress payments within 45 days of the date of the invoice. Final payment of undisputed charges shall be made within 30 days of the City's acceptance.
- B. Change orders shall be in writing and signed by the Public Works Director before any work may begin on the change order. Verbal approval may be given if an emergency exists or will result in project delay, each as determined by the Public Works Director.
- C. The total costs of the maintenance services provided by the County, including change orders, shall not exceed \$115,000.

6. Duration and Termination

- A. This Agreement shall be in effect for one year from the date the Agreement is signed by both parties, unless terminated pursuant to section C below.
- B. This Agreement may be extended for up to one additional year by written agreement between the parties.
- C. This Agreement may be terminated by either party by giving ten (10) days written notice to the other. The effective date of the termination shall be three (3) business days from the date indicated on the notice. The City agrees to reimburse the County for all direct expenses incurred up to such date of termination.

7. Amendment

This Agreement may be amended at any time by mutual written agreement signed by both Parties.

8. Incorporation by Reference

Exhibit A, all plans, permits, and standards are specifically incorporated into this Agreement by reference as though fully set forth here.

9. Indemnification

- A. The City of Sequim shall indemnify and hold harmless Clallam County and its officers, agents, and employees, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City of Sequim, its officers, agents, and employees in performing lawful services pursuant to this Agreement.