

101-11-021

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

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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.

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.

B. Clallam County shall indemnify and hold harmless the City of Sequim 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 Clallam County, its officers, agents, and employees in performing lawful services pursuant to this Agreement.

10. Applicable Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Any dispute shall be litigated in the Superior Court of Clallam County, Washington.

11. Non-Discrimination

Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status or disability in employment or the provision of services.

12. Severability

If any provision of this Agreement is held invalid, the remainder shall remain in force.

13. Entire Agreement

This Agreement, all attachments, and Exhibits constitute the Parties' entire Agreement. Any modifications or amendments to this Agreement shall be in writing and signed by both Parties.

14. Compliance with RCW 39.34.040

This Agreement shall be filed with the Clallam County Auditor or listed by subject on the Parties' web site or other electronically retrievable public source.

**APPROVALS**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by a majority of the Sequim City Council at an open public meeting. A majority of the City Council authorize the Mayor to sign on behalf of the City Council for the City of Sequim.

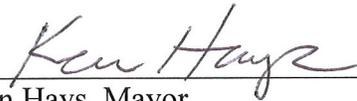
Approved this 12<sup>th</sup> day of July, 2011, by a majority of the Board of Clallam County Commissioners at an open public meeting.

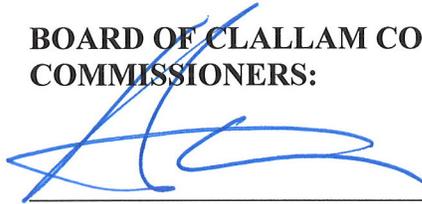
**For City of Sequim:**

**For Clallam County**

**Mayor**

**BOARD OF CLALLAM COUNTY COMMISSIONERS:**

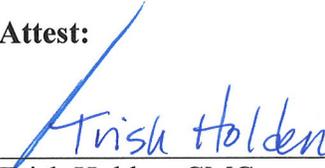
  
\_\_\_\_\_  
Ken Hays, Mayor

  
\_\_\_\_\_  
Howard V. Doherty, Jr., Chair Date 7/12/11

**Attest:**

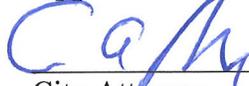
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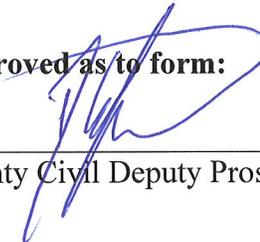
  
\_\_\_\_\_  
Karen Kuznek-Reese, MMC  
City Clerk

  
\_\_\_\_\_  
Trish Holden, CMC  
Clerk of the Board

**Approved as to form:**

**Approved as to form:**

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
County Civil Deputy Prosecutor

## EXHIBIT A

### ESTIMATE OF COST FOR BLAKE AVENUE CITY OF SEQUIM

CRACK SEALING	\$	7,377.99
PRE-LEVELING	\$	23,315.68
DIG-OUTS	\$	25,561.05
CHIP SEALING	\$	29,425.55
BROOMING	\$	4,590.35
FOG SEALING	\$	<u>5,824.29</u>
TOTAL:	\$	96,094.91

**With contingencies, budget \$115,000**



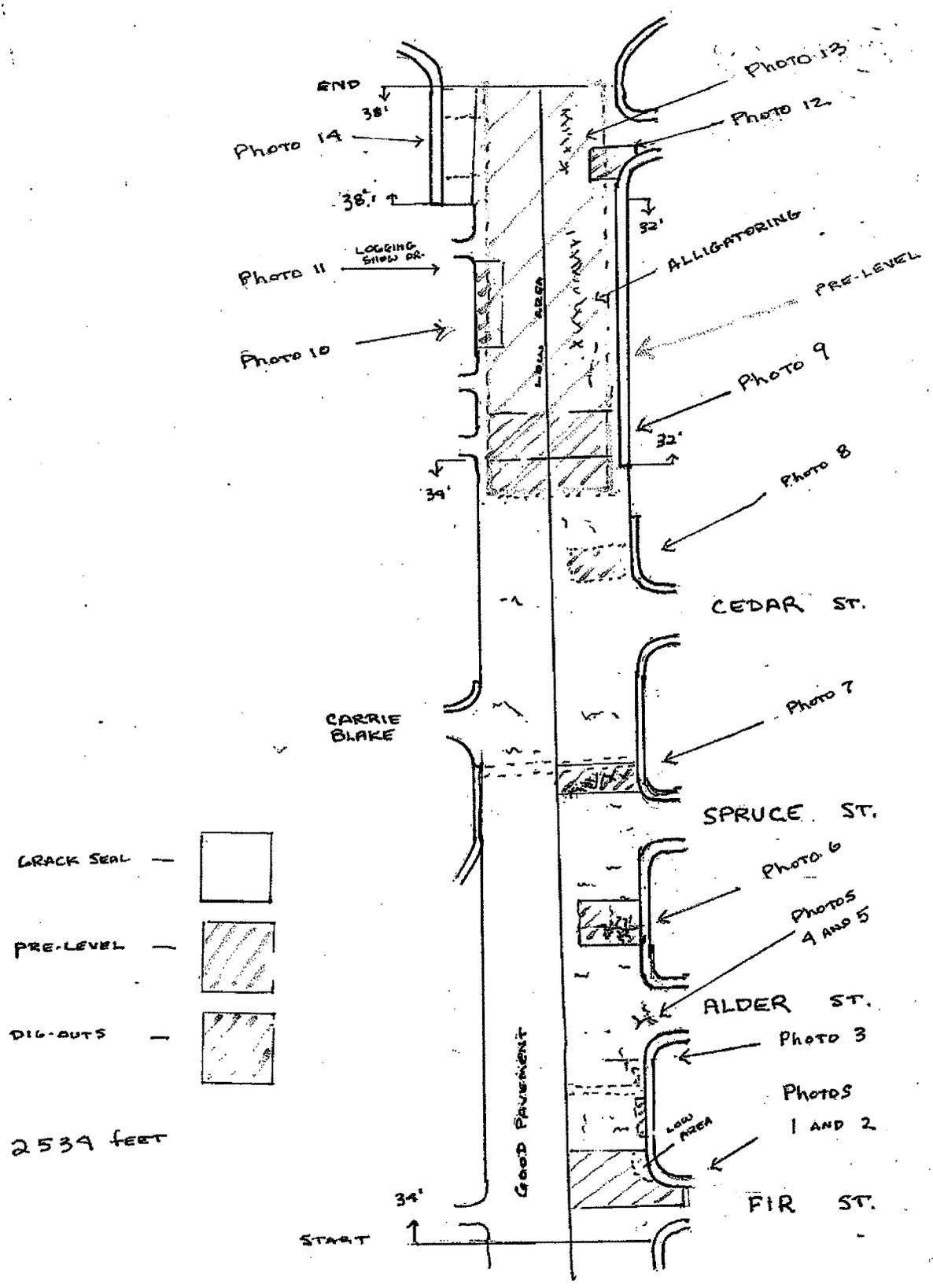


Clallam County Public Works Department								
Estimate for City of Sequim Pre-Level				PRE-LEVEL CREW				
				Hours	Rate	Sub-Total	Total	
<b>Labor:</b>		MW II		10	\$18.9590	\$ 189.59		
		MW II		10	\$18.9590	\$ 189.59		
		MW II		10	\$18.9590	\$ 189.59		
		MW III		10	\$24.2690	\$ 242.69		
		MW III		10	\$24.2690	\$ 242.69		
		MW III		10	\$24.2690	\$ 242.69		
		MW III		10	\$24.2690	\$ 242.69		
	*	MW II FLAGGER		10	\$18.9590	\$ 189.59		
	*	MW II FLAGGER		10	\$18.9590	\$ 189.59		
	*	MW II FLAGGER		10	\$18.9590	\$ 189.59		
				110		\$ 2,350.99		
		Total Labor without Fringe or Overhead:						
						\$ 884.68		
		Plus 37.63% Fringe:					\$ 587.75	
		Plus 25% Overhead:					\$ 940.40	
		Plus 40% Admin Charges:						
		Total Labor with Fringe and Overhead Costs:					\$ 4,763.82	\$ 4,763.82
<b>Equipment:</b>								
	*	SIGN TRUCK FLAGGER	114	10	\$ 6.00	\$ 60.00		
		10 YARD TRUCK	241	10	\$ 28.20	\$ 282.00		
		10 YARD TRUCK	243	10	\$ 28.20	\$ 282.00		
		10 YARD TRUCK	209	10	\$ 28.20	\$ 282.00		
		10 YARD TRUCK	235	10	\$ 28.20	\$ 282.00		
		ROLLER	1037	10	\$ 19.00	\$ 190.00		
		PICKUP FLAGGER	142	10	\$ 6.00	\$ 60.00		
		PUP TRAILER	736	10	\$ 18.00	\$ 180.00		
		PUP TRAILER	740	10	\$ 18.00	\$ 180.00		
		GRADER	315	10	\$ 41.00	\$ 410.00		
		PICKUP	174	10	\$ 6.00	\$ 60.00		
				110		\$ 2,268.00		
		Total Equipment Rental Costs:					\$ 2,268.00	\$ 2,268.00
<b>Materials:</b>								
			TONS		COST			
		175 TONS ASPHALT	175		\$ 82,5000	\$ 14,437.50		
		Total Material Costs:					\$14,437.50	\$14,437.50
		Total With Fringe, Overhead and Mark-Up						\$ 21,469.32
		Sales Tax: 8.60%						\$ 1,846.36
		Total Cost:						\$ 23,315.68

Clallam County Public Works Department							
Estimate for City of Sequim Fog Seal				FOG SEAL CREW			
				Hours	Rate	Sub-Total	Total
<b>Labor:</b>							
		MW III		8	\$24,2690	\$ 194.15	
	*	MW II FLAGGER X 5		40	\$18.9590	\$ 758.36	
				48			
		Total Labor without Fringe or Overhead:				\$ 952.51	
		Plus 37.63% Fringe:				\$ 358.43	
		Plus 25% Overhead:				\$ 238.13	
		Plus 40% Admin Charges:				\$ 381.00	
		Total Labor with Fringe and Overhead Costs:				\$ 1,930.07	\$ 1,930.07
<b>Equipment:</b>							
		DISTRIBUTOR	903	8	\$ 83.00	\$ 664.00	
	*	PICKUP FLAGGER	142	8	\$ 6.00	\$ 48.00	
	*	SIGN TRUCK	114	8	\$ 6.00	\$ 48.00	
		PICKUP	174	8	\$ 6.00	\$ 48.00	
				32			
						\$ 808.00	\$ 808.00
		Total Equipment Rental Costs:				\$ 808.00	
<b>Materials:</b>							
			TONS		COST		
						\$ -	
		3 TONS FOG SEAL OIL	3	\$ 875.0000		\$ 2,625.00	
						\$ -	
		Total Material Costs:				\$2,625.00	\$2,625.00
		Total With Fringe, Overhead and Mark-Up					\$ 5,363.07
		Sales Tax:			8.60%		\$ 461.22
		Total Cost:					\$ 5,824.29

Clallam County Public Works Department									
Estimate for City of Sequim Chip Seal					CHIP SEAL CREW				
				Hours	Rate			Sub-Total	Total
<b>Labor:</b>		MW II		8	\$18,9590			\$ 151.67	
		MW II		8	\$18,9590			\$ 151.67	
		MW II		8	\$18,9590			\$ 151.67	
		MW II		8	\$18,9590			\$ 151.67	
		MW III X 12 WORKERS		96	\$24,2690			\$ 2,329.82	
	*	MW II FLAGGER		8	\$18,9590			\$ 151.67	
	*	MW II FLAGGER		8	\$18,9590			\$ 151.67	
	*	MW II FLAGGER		8	\$18,9590			\$ 151.67	
				152					
				<b>Total Labor without Fringe or Overhead:</b>				\$ 3,391.51	
								\$ 1,276.23	
				<b>Plus 37.63% Fringe:</b>				\$ 847.88	
				<b>Plus 25% Overhead:</b>				\$ 1,356.60	
				<b>Plus 40% Admin Charges:</b>					
				<b>Total Labor with Fringe and Overhead Costs:</b>				\$ 6,872.22	\$ 6,872.22
<b>Equipment:</b>									
		CHIP SPREADER	1062	8	\$ 93.50	\$	748.00		
	*	SIGN TRUCK FLAGGER	114	8	\$ 6.00	\$	48.00		
		10 YARD TRUCK	241	8	\$ 28.20	\$	225.60		
		10 YARD TRUCK	243	8	\$ 28.20	\$	225.60		
		10 YARD TRUCK	235	8	\$ 28.20	\$	225.60		
		10 YARD TRUCK	209	8	\$ 28.20	\$	225.60		
		10 YARD TRUCK	208	8	\$ 28.20	\$	225.60		
		ROLLER	1023	6	\$ 19.00	\$	152.00		
		ROLLER	1037	8	\$ 19.00	\$	152.00		
		ROLLER	RENT	8	\$ 19.00	\$	152.00		
	*	PICKUP FLAGGER	142	8	\$ 6.00	\$	48.00		
		DISTRIBUTOR	903	8	\$ 83.00	\$	664.00		
		DISTRIBUTOR	904	8	\$ 83.00	\$	664.00		
		PICKUP	174	16	\$ 6.00	\$	96.00		
		LOADER	846	8	\$ 47.00	\$	376.00		
				120		\$	4,228.00		
				<b>Total Equipment Rental Costs:</b>				\$ 4,228.00	\$ 4,228.00
<b>Materials:</b>									
						<b>COST</b>			
		17 TONS CHIP SEAL OIL	17	TONS	\$ 562.00	\$	9,554.00		
		185 YDS CHIPS	185	YARDS	\$ 34.8169	\$	6,441.13		
				<b>Total Material Costs:</b>				\$15,995.13	\$15,995.13
				<b>Total With Fringe, Overhead and Mark-Up</b>					\$ 27,095.35
				<b>Sales Tax: 8.60%</b>					\$ 2,330.20
				<b>Total Cost:</b>					\$ 29,425.55

NORTH BLAKE AVE.



- CRACK SEAL — 
- PRE-LEVEL — 
- DIG-OUTS — 

2539 FEET