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AGENDA ITEM SUMMARY
(Must be submitted NLT 3PM Wednesday for next week agenda) **JAN 30 2024**

Department: Public Works/Roads

WORK SESSION **Meeting Date: 01/22/2024**

REGULAR AGENDA **Meeting Date: 01/30/2024**

Required originals approved and attached?

Will be provided on: 01/23/2024

Item summary:

- Call for Hearing
- Contract/Agreement/MOU - Contract #
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

Executive summary:

An agreement between the County and PUD to remove/replace a water main in conjunction with the Sekiu Sewer Project.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?**

County will be reimbursed for expenditures incurred for the water main removal/replacement

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

We recommend that the Commissioners review, approve and sign this agreement

County Official signature & print name: Joe Donisi Joe Donisi, P.E.

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works

Date submitted: 1/17/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

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414-23-003 JAN 30 2024

WATER MAIN REIMBURSEMENT AGREEMENT

THIS AGREEMENT is entered into on this 30 day of January, 2024 between CLALLAM COUNTY, a political subdivision of the State of Washington (hereinafter the County), and PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, a municipal corporation (hereinafter the PUD).

RECITALS:

WHEREAS, the County is replacing sewer lines by contract in County Right of Way in Sekiu, WA; and

WHEREAS, the County is the lead agency for the construction of this project; and

WHEREAS, the PUD has established and abandoned water mains in portions of the construction area which are at the end of their useful life and which must be removed and/or replaced; and

WHEREAS, the water mains are located in County Right of Way; and

WHEREAS, to facilitate coordination of the work to be accomplished, the PUD has requested that the water main removal and/or replacement be included in the County contract for the sewer line replacement; and

WHEREAS, it is to the mutual benefit of the parties to this agreement that the work be performed under the County's contract, providing cost savings to the PUD, and to allow the County to safely perform and complete its sewer replacement project;

NOW, THEREFORE, pursuant to Chapter 39.34 of the Revised Code of Washington and in consideration of the mutual promises contained herein, the parties agree as follows:

1. This agreement does not establish any separate legal or administration entity
2. The period of performance shall commence on January 15, 2024 and be completed by December 31, 2024 unless terminated sooner as provided in this agreement or extended by amendment of this agreement.
3. The County, as the lead contracting agency, agrees to pay the contractor for costs associated with the removal and/or replacement of the existing water mains as requested by the PUD subject to reimbursement by the PUD as set forth in Item 5 below. The cost is estimated at \$170,047.29 including tax.

4. Each party shall absorb and pay for its own engineering, administrative, and inspection costs associated with this project.
5. The PUD agrees to reimburse the County for the costs associated with the removal and/or replacement of the existing water mains installed on County rights-of-way.
6. The County shall keep accurate records of the actual costs associated with the removal and/or replacement of the existing water mains.
7. The County shall bill the PUD monthly and after completion of the water line work.
8. Upon completion of the project and after final payment has been made, the water main will be the property of the PUD, and the sewer will be the property of the County.
9. The PUD's obligations in this agreement extend to reimbursement of the costs of the work described herein only. The PUD shall not assume any liability for the quality, adequacy, or performance of the work, and should claim be made against the PUD in any way arising from the work, the County shall fully indemnify and defend the PUD against such claim.
10. This agreement will be administered jointly by the County and the PUD pursuant to RCW 39.34.030(4)
11. This agreement may be terminated by either party for any reason upon 30 calendar days' written notification to the other party.

PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY

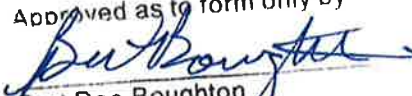


Sean Worthington
General Manager

Board of Clallam County Commissioners
CLALLAM COUNTY



Mike French
Chair, Clallam County Commissioners 1/30/24

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

414-23-003

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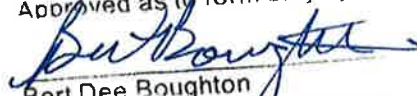
Board of Clallam County Commissioners
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