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|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>Maintenance Agreement</b><br>Work by WSDOT for Other<br>State, Federal, and Local<br>Governmental Agencies                    |                                                                                                         | Agency and Billing Address<br><br>City of Okanogan<br>PO Box 752<br>Okanogan, WA 98840 |
| Agreement Number<br>JB0079                                                                                                       | Agency Contact Name/Phone #/Email<br><br>Shawn Davisson - (509) 322-0121 - publicworks@okanogancity.com |                                                                                        |
| WSDOT Agreement Manager<br>Tim Davison                                                                                           |                                                                                                         |                                                                                        |
| Statewide Vendor # or Federal Tax ID #<br>91-6001479                                                                             | Estimated Costs<br>\$11,000                                                                             |                                                                                        |
| Description of Work (herein after referenced as Work)<br><br>Paint stripe City of Okanogan streets per Exhibit A-H and the MUTCD |                                                                                                         |                                                                                        |

This Agreement is between the Washington State Department of Transportation (WSDOT) and the above-named governmental agency (Agency), hereinafter referred to individually as the "Party" and collectively as the "Parties."

#### **Recitals**

1. The Agency has requested and WSDOT has agreed to perform certain maintenance work on Agency-owned facilities, hereinafter the "Work".
2. It is deemed to be in the public's best interest for WSDOT to complete the Work as requested.

Now Therefore, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above which are incorporated and made a part hereof, it is mutually agreed as follows:

#### **1. Purpose**

- 1.1 WSDOT agrees to perform the above-described Work, using state labor, equipment, and materials, as requested by the Agency.
- 1.2 The Agency agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work. Administrative charges at current rate are considered part of indirect costs.

#### **2. Period of Performance**

- 2.1 Subject to its other provisions, the period of performance of this Agreement shall commence on 5/1/25 and be completed on 11/1/25 unless terminated sooner as provided in this Agreement or extended through a properly executed amendment.

#### **3. Payment**

- 3.1 The estimated cost of the Work is stated above. The Agency, in consideration of the faithful performance of the Work performed by WSDOT agrees to reimburse WSDOT for the actual direct and related indirect costs of the Work. The agency represents and warrants that it has sufficient funds available to meet its financial obligations under this Agreement.
- 3.2 The Agency agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an invoice (the Due Date). In the event the Agency fails to make payment by the Due Date, the Agency will pay WSDOT interest on outstanding balances at the rate of

twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

3.3 The Agency shall remit all payments to the following address:

Washington State Department of Transportation  
Cashier  
P.O. Box 47305  
Olympia, WA 98504-7305  
(make sure to reference agreement number)

3.4 If the Agency objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the Agency shall make every effort to settle the disputed portion, and if necessary, utilize dispute resolution provided for herein. No interest shall be due on any portion of an invoice the Agency is determined not to owe following settlement between the Parties or completion of dispute resolution process.

**4. Increase in Cost**

4.1 In the event of unforeseen increased costs, the Parties agree that the estimated cost of the Work may be exceeded by a contingency of up to 15 %. In the event such increased costs exceed the contingency, the Parties may modify the estimated cost of Work by written amendment signed by both Parties. WSDOT shall notify the Agency of increased costs as they become known.

**5. Right of Entry**

5.1 The Agency grants to WSDOT a right of entry upon all land in which the Agency has interest for the purpose of accomplishing the Work described above.

**6. Utility Mitigation**

6.1 The Parties agree that should there be any utilities in conflict with the Work, which are also located within the Agency's jurisdiction, they shall be identified in a timely manner that does not delay the Work. The Parties agree to work together in good faith to identify all utilities in conflict with the Work. The Agency shall develop a utility listing of all facilities in conflict with the Work and include the mode of occupation or accommodation for each utility, including but not limited to a franchise, permit, lease, easement, etc. The Parties agree to work together to conduct a thorough utility conflict analysis. Further, the Agency agrees that they shall adequately mitigate all utilities so as to not be in conflict with the Work, including temporary or permanent relocation. This includes mitigating all utilities who occupy the underlying right-of-way via franchise, permit, ordinance, lease, easement, or any other mode of occupation, in a timely manner that does not delay the Work.

State law prohibits WSDOT from expending any funds to mitigate a utility conflict unless the utility's facilities occupy the underlying right-of-way via a compensable, real property interest, such as an easement. WSDOT does not recognize Agency issued franchises, permits, ordinances, or other similar accommodation agreements issued by Agency as instruments that convey a compensable, real property interest to a utility. WSDOT, at its sole discretion, reserves the right to alter, de-scope or terminate any of the Work within the Agency's jurisdiction at any time if the terms of this section are not satisfied.

**7. General Provisions**

7.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.2 Assurances: The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended.

7.3 Interpretation: This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

7.4 Termination:

This Agreement may be terminated, without penalty or further liability in the event of the following:

7.4.1 Termination for Convenience

This Agreement may be terminated for convenience by either Party at any time. The notice of intent to terminate for convenience shall be issued by a Party in writing no less than thirty (30) working days in advance of termination. The Party terminating

for convenience shall not be liable to the other Party for any direct, indirect, or consequential damages arising solely from termination of this Agreement.

#### 7.4.2 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate.

#### 7.4.3 Termination for Withdrawal of Authority

This Agreement may be terminated by WSDOT in the event that WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. The notice of intent to terminate for withdrawal of authority shall be issued by WSDOT in writing no less than seven (7) calendar days in advance of termination. No penalty shall accrue to WSDOT in the event termination under this section is exercised. This section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third-party.

#### 7.4.4 Termination for Non-Allocation of Funds

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than seven (7) calendar days in advance of termination.

7.4.5 If this Agreement is terminated prior to the fulfillment of the terms stated herein, the Agency agrees to reimburse WSDOT for the actual direct and related indirect expenses and costs it has incurred up to the date of termination, as well as the costs of non-cancelable obligations.

7.4.6 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

- 7.5 Waiver: A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the waiving party and attached to the original Agreement.
- 7.6 Independent capacity: The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- 7.7 Indemnification: To the extent allowable in law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials, or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or employees.

The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

This indemnification and waiver will survive the termination of this Agreement.

- 7.8 Severability: If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 7.9 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the Agency shall each appoint a member to a Dispute Board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. The Parties shall equally share in the cost of the third Dispute Board member; however, each Party shall be responsible for its own costs and fees.

An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

- 7.10 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 7.11 Audits/Records: All Project records for the Work in support of all costs incurred shall be maintained for a period of six (6) years. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.
- 7.12 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.
- 7.13 All Writings Contained Herein: This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

#### **8. Counterparts And Electronic Signature**

- 8.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other Party is relying on its electronic or "PDF" signature..

In Witness Whereof, the Parties hereto have executed this Agreement as of the date signed last below.

| <b>Agency</b>  | <b>Washington State<br/>Department of Transportation</b> |
|----------------|----------------------------------------------------------|
| By: _____      | By: _____                                                |
| Printed: _____ | Printed: _____                                           |
| Title: _____   | Title: _____                                             |
| Date: _____    | Date: _____                                              |

## 2025 WSDOT Striping for the City of Okanogan

1. From 2<sup>nd</sup> Avenue South & Gordon Street west to 5<sup>th</sup> Avenue South then North to Tacoma Street
  - a. Centerline double/skip (1258 feet)
  - b. White line for bus parking on west side the length of Virginia Grainger Elementary frontage (528 feet)
  - c. Fog line on east side only the length of Virginia Grainger Elementary frontage (528 feet)
2. Tyee Street North to Oak Street on 1<sup>st</sup> Avenue South
  - a. Centerline skip only (1320 feet)
3. 3<sup>rd</sup> Avenue & Rose Street North to 3<sup>rd</sup> Avenue & Oak Street
  - a. Centerline double (867 feet)
4. Oak Street between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue
  - a. Centerline double (240 feet)
  - b. Left turn pockets at 2<sup>nd</sup> Avenue & Oak Street and 3<sup>rd</sup> Avenue & Oak Street
5. Pine Street between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue
6. 3<sup>rd</sup> Avenue & Pine Street west uphill around S turn to 6<sup>th</sup> Avenue & Highland North to Parks Drive
  - a. Centerline skip (4257 feet)
  - b. Fog line on both sides of the roadway starting at 6<sup>th</sup> Avenue & Highland Drive North to Parks Drive (3260 feet each side)
7. Oak Street between 1<sup>st</sup> Avenue & 2<sup>nd</sup> Avenue
  - a. Centerline double (240 feet)
  - b. Left turn pockets at 2<sup>nd</sup> Avenue and Oak Street
  - c. Fog line on both sides of street (296 feet each side)
8. 1<sup>st</sup> Avenue South & Oak Street East across Oak Street Bridge to Railroad Avenue
  - a. Centerline double (572 feet)
  - b. Fog line both sides of street (572 feet each side)
9. Oak Street around corner to Van Duyn Street
  - a. Centerline double (347 feet) on Oak Street around corner of Van Duyn Street, except for break around radius of corner for (50 feet) centerline double skip (see details on map)
  - b. Fog line on both sides of street (397 feet each side)
10. Appleway
  - a. Centerline double (2,805 feet) **Note the North/South ends are the responsibility of Okanogan County Public Works. I can meet WSDOT Staff onsite if necessary.**
11. 5<sup>th</sup> Avenue South between Tyee Street & Lower Pine Street
  - a. Centerline double (1000 feet)
12. Conconully/Murray Street
  - a. Centerline double (2215 feet)
  - b. fog line both sides of street (2,215 feet each side)
13. 11<sup>th</sup> Avenue
  - a. Centerline double (250 feet)
14. Mill Street
  - a. Centerline double (351 feet)

**NOTE:** The number bullets on the description match the numbers on the maps for the highlighted area to be striped. Also, please have a WSDOT representative contact Shawn Davisson in advance of striping.