Washington State
Department of Transportation

Maintenance Agreement Work by WSDOT for Other State, Federal, and Local Governmental Agencies	Agency and Billing Address City of Okanogan P.O Box 752 Okanogan, WA 98840
Agreement Number JB3246	Contact Name/Phone #/Email Shawn Davisson /509-322-0121/ publicworks@okanogancity.com
Federal Tax ID # 91-6001479	Estimated Costs $7,500
Description of Work Paint stripe City of Okanogan streets per the attached Exhibit A and the MUTCD.	

This Agreement is entered into by and 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."

Recital

1. The Agency has requested and WSDOT has agreed to perform certain work as described above.

Now Therefore, pursuant to chapter 39.34 RCW,

It Is Hereby Agreed As Follows:

1. General

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, in consideration of the faithful performance of the above described work to be done by WSDOT, 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. Payment

2.1 The estimated cost of the work is stated above. The Agency agrees to set aside funds for payment to WSDOT in this amount.

2.2 The Agency agrees to pay WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done.

2.3 If the Agency is a county or city, the Agency agrees that if it does not make payment as provided under the terms of this Agreement, the Agency authorizes WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the Agency.

2.4 The Agency agrees further that if payment is not made to WSDOT within thirty (30) days from receipt of WSDOT's invoice, WSDOT may charge late fees and/or interest in accordance with Washington State Law.

3. Increase in Cost

The Parties agree that the estimated cost of the work may be exceeded by up to 25%. In the event of such increased costs the Parties agree to 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.

4. Right of Entry

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.

5. Claims

Claims for Damages: After completion of work by WSDOT, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs within the limits of the work performed by WSDOT for the Agency, the Agency shall defend such claims and hold harmless the WSDOT therefrom, and WSDOT shall not be obligated to pay any claim, judgement or cost of defense. Nothing in this Section, however, shall remove from WSDOT any responsibility defined by the current laws of the state of Washington or from any liability for damages caused by WSDOT's own negligent acts or omissions independent of the work performed pursuant to this Agreement.

6. Indemnification

The Agency shall defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of Agency, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing work under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the Agency, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Agency or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. Agency specifically assumes potential liability for the actions brought by Agency's employees and solely for the purposes of this indemnification and defense, Agency specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. Agency recognizes that this waiver was the subject of mutual negotiations.

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

7. Modification

This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each Party.

8. Termination Clause
(Check the Appropriate Box Below)

☐ 8.1 This Agreement will automatically terminate five (5) years after date of execution. This Agreement may be terminated by either Party upon thirty (30) days advanced written notice to the other Party. In the event of termination, payment will be made by the Agency for work completed by WSDOT as of the effective date of termination.

☑ 8.2 This Agreement will terminate upon completion of the work described herein.

9. Disputes and Venue

In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT's Secretary of Transportation or designee and the Agency's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the parties cannot reach a resolution, the Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Spokane County Superior Court. The venue specified in this section shall not apply to any federal agency that is a Party to this Agreement.

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

Requesting Agency	Washington State Department of Transportation
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____