

**RESOLUTION NO. 29-2014**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A  
MAINTENANCE AGREEMENT WITH THE WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION FOR 2014 STREET STRIPING**

**WHEREAS**, the City of Omak has the need for yearly street striping services to provide lane delineations for the City roadway system; and

**WHEREAS**, the Washington State Department of Transportation, by agreement can provide necessary equipment, labor and materials for City street striping ; and

**WHEREAS**, the estimated cost for service in the amount of \$8,500.00 has been budgeted in the 2014 City Street Fund; and

**WHEREAS**, the City of Omak's Purchasing Policy requires the approval from City Council for expenditures of five thousand dollars and greater.

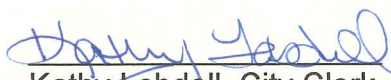
**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak, the agreement with the Washington Department of Transportation for street striping services, a copy of which is attached hereto and marked Exhibit "A", is hereby approved. The Mayor is hereby authorized to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

**PASSED AND APPROVED** this 7<sup>th</sup> day of April, 2014.

**SIGNED:**

  
Cindy Gagné, Mayor

**ATTEST:**

  
Kathy Lobdell, City Clerk

**APPROVED AS TO FORM:**

  
Michael Howe, City Attorney



<b>Maintenance Agreement</b>  Work by WSDOT for Other State, Federal, and Local Governmental Agencies (Total Cost of Agreement May Not Exceed \$50,000 Per Year)	Agency and Billing Address	Agreement Number <b>JB2943</b>
	<b>CITY OF OMAK</b>	
	P.O. Box 72 Omak, WA 98841-0072	
	Contact Name/Phone #	Ken Mears / (509) 826-1390
	Federal Tax ID #	916001262
Estimated Costs		
		<b>\$8,150.00</b>
Description of Work Paint stripe City streets per the attached Exhibit "A", "A-1" and the MUTCD.		

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named governmental agency, hereinafter the "AGENCY,"

WHEREAS, the AGENCY has requested and the 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 The 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 the WSDOT, to reimburse the 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 the WSDOT in this amount.
- 2.2 The AGENCY agrees to pay the 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 the 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 the WSDOT within thirty (30) days from receipt of WSDOT's invoice, the WSDOT may charge late fees and/or interest in accordance with Washington State Law.



# EXHIBIT A

## 3. INCREASE IN COST

- 3.1 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

- 4.1 The AGENCY grants to the WSDOT a right of entry upon all land in which the AGENCY has interest for the purpose of accomplishing the work described above.

## 5. TERMINATION CLAUSE (Check the Appropriate Box Below)

- ☐ 5.1 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 the WSDOT as of the effective date of termination.
- ☒ 5.2 This Agreement will terminate upon completion of the work described herein.

## 6. DISPUTES AND VENUE

- 6.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The 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 Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

## 7. MODIFICATION

- 7.1 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

REQUESTING AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

# EXHIBIT A

## City of Omak Street Map 2007

2014

Three Lane / 2' Fog line

Center Line

Center + Fog

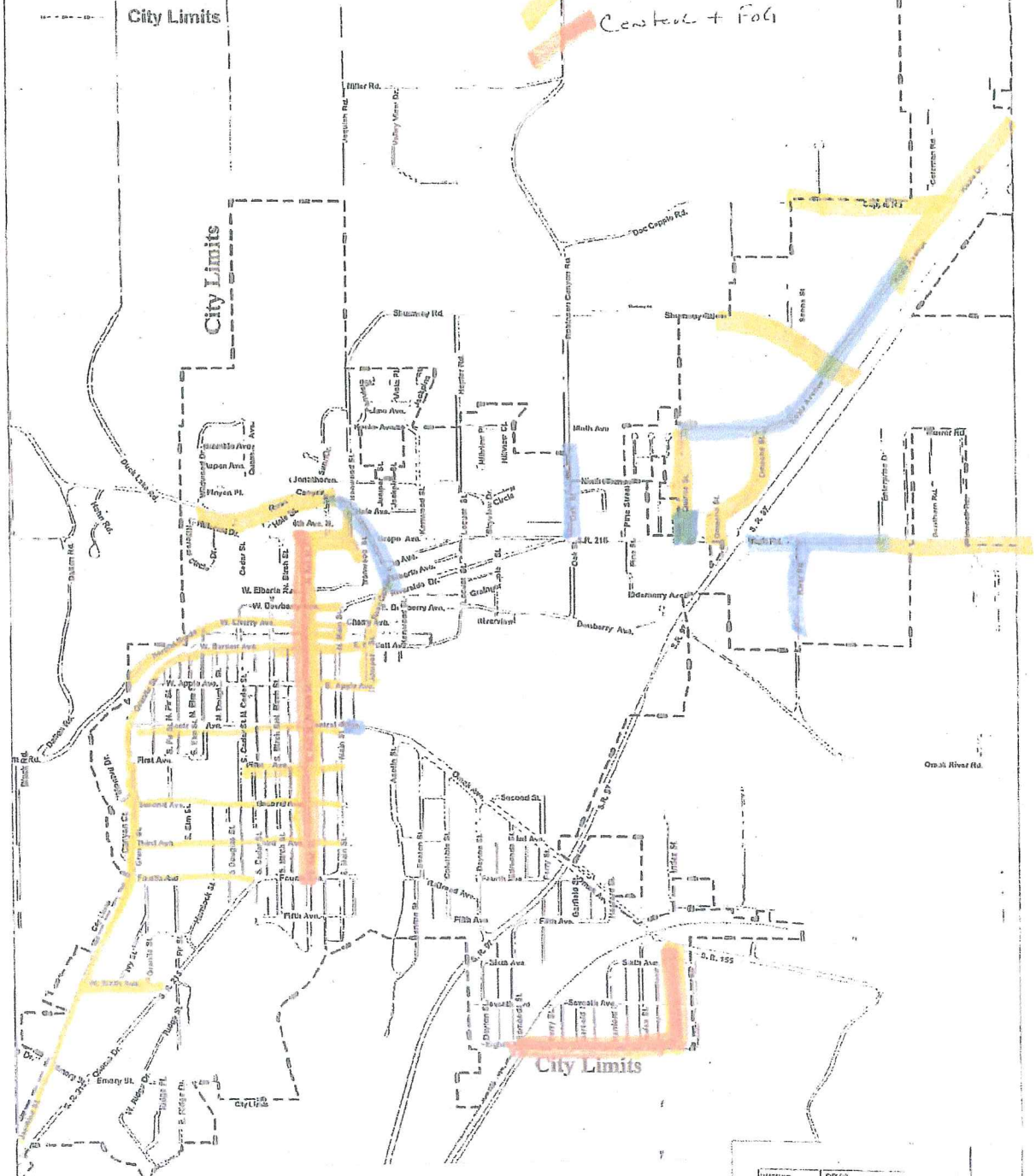


Exhibit "A-1"  
JB2943  
CITY OF OMAK

DRAWN BY 9. Hanson DATE 12/1/07	CITY OF OMAK DATE 12/1/07 Street Map 2007 Highlands Associates Olympos, WA SCALE 1" = 100' 1/4" = 1/4"
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**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

North Central Region  
1551 North Wenatchee Avenue  
Wenatchee, WA 98801-1156  
509-667-3000 / FAX: 509-667-2940  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

March 25, 2014

Mr. Ken Mears  
Asst. Public Works Director  
City of Omak  
PO Box 72  
Omak, WA 98841-0072

Dear Mr. Mears:

In response to your request for the State to paint certain City streets, I have attached duplicate originals of Maintenance Agreement number JB2943 which will allow the State to perform the requested work.

Please sign and return both original agreements to me, upon receipt, I will pursue Regional signature and will return one (1) fully executed original to you for your records.

The striping crew supervisor will contact you prior to the actual paint striping. The City will be responsible for cleaning the streets prior to the striping operation. You may contact Tim Davison at (509) 667-3085 should you have any questions.

Sincerely,

Greg Boatright  
Assistant Local Programs Engineer

GB:gb

Attachment: Agreement (2 Originals)

Cc w/o attachment: David Kieninger  
Tim Davison  
Sid Simon

RECEIVED  
MAR 28 2014  
CITY OF OMAK





<b>Maintenance Agreement</b>  <b>Work by WSDOT for Other State, Federal, and Local Governmental Agencies (Total Cost of Agreement May Not Exceed \$50,000 Per Year)</b>	Agency and Billing Address	Agreement Number <b>JB2943</b>
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	Contact Name/Phone #	Ken Mears / (509) 826-1390
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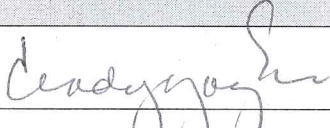
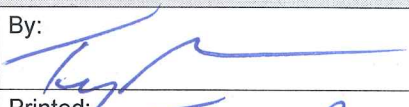
REQUESTING AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: 	By: 
Printed: CINDY GASNE	Printed: TERRY BERENDS
Title: Mayor	Title: MGMT. / TRAFFIC ENGR
Date: 4/7/14	Date: 4/15/14



Exhibit "A"  
JB2943  
CITY OF OMAK

March 3, 2014

Greg Boatright  
Assistant Local Programs Engineer  
Washington State Department of Transportation  
North Central region  
1551 N. Wenatchee Ave  
Wenatchee, WA 98801-1156

Dear Mr. Boatright,

The City of Omak is requesting that your agency paint and stripe the designated streets in the City of Omak for 2014. A copy of the colored map is enclosed with color code designating center, three-lane with two foot fog line and center with fog line. This year request is the same as 2013 with the addition of the three lane approach on Quince at SR 215.

If you have any questions, please contact Ken Mears at (509) 826-1390

Sincerely,

Ken Mears  
City of Omak  
Assistant Public Works Director  
PO Box 72  
Omak, WA 98841  
[kenm@omakcity.com](mailto:kenm@omakcity.com)

Enclosures (1)



# City of Omak Street Map 2007

City Limits

2014

Three Lane / 2' Fog line  
Center Line  
Center + Fog

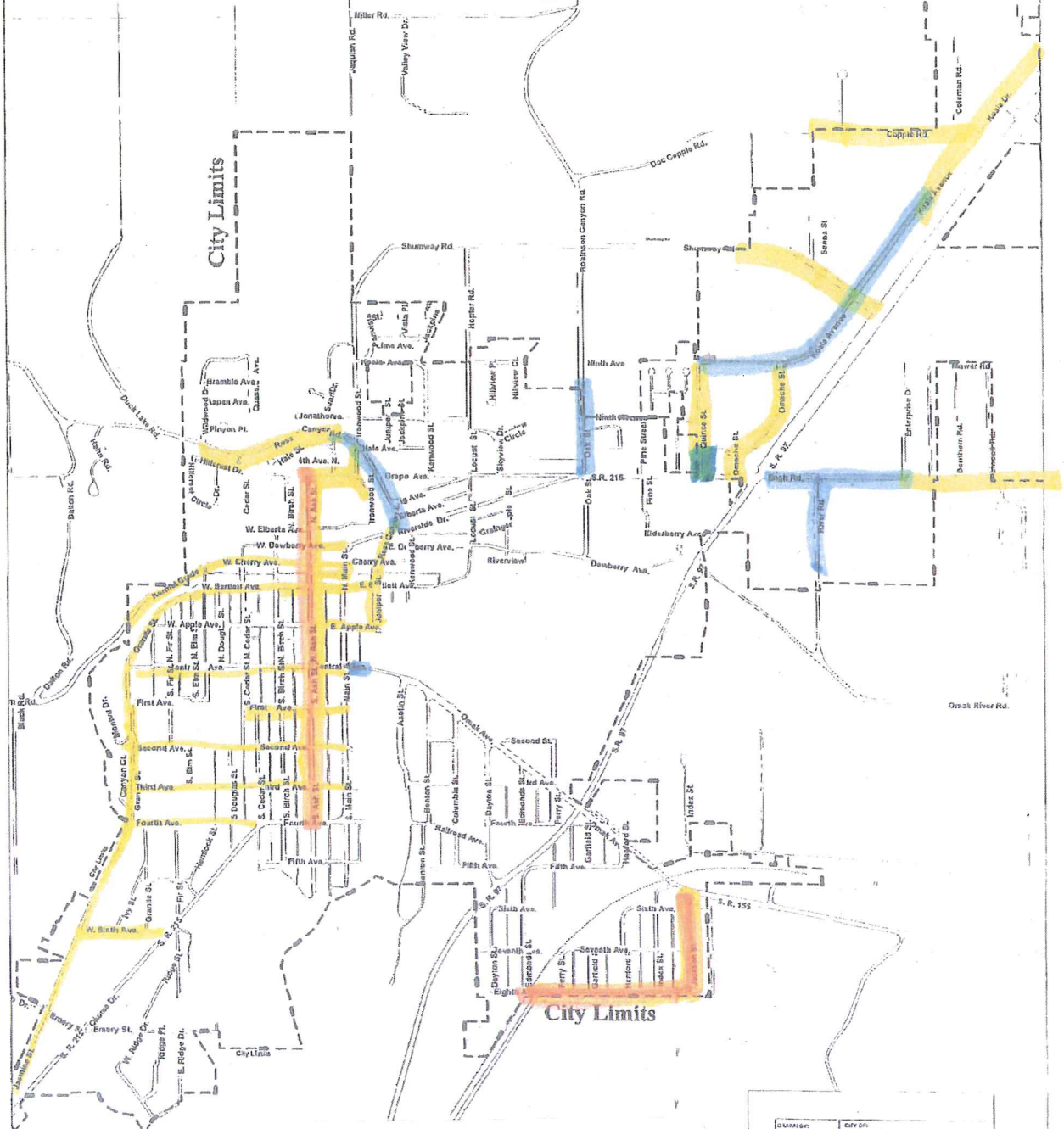


Exhibit "A-1"  
JB2943  
CITY OF OMAK

DRAWN: S. Harrison DATE: 1/31/07	CITY OF: Omak TITLE: Street Map 2007 Highlands Associates Okanogan, WA NORTH 2006 National 1" = 1 mile 2006 National 1" = 1 mile All data is approximate and should be used only for reference use
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