

**RESOLUTION NO. 15-2015**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A  
MAINTENANCE AGREEMENT WITH THE WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION FOR 2015 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 \$8,400.00 has been budgeted in the 2015 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.

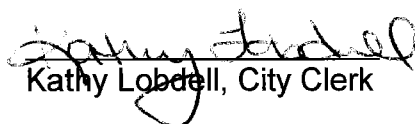
**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak, the agreement with the Washington Department of Transportation for 2015 street striping services, a copy of which is attached hereto and marked Exhibit "A", is hereby approved. The Mayor is hereby authorized to execute the same for and on behalf of the City, and the City Clerk is authorized and directed to attest her signature.

**PASSED AND APPROVED** this 20th day of April, 2015.

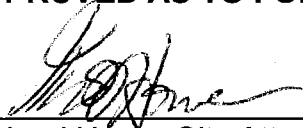
**SIGNED:**

  
Cindy Gagne, 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>JB2976</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>\$8,400.00</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.

### 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:



**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](http://www.wsdot.wa.gov)

**RECEIVED**

APR 06 2015 April 3, 2015

**CITY OF OMAK**

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 JB2976 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

Exhibit "A"  
JB2976  
CITY OF OMAK



March 9, 2015

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 2015. 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 2014 including 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  
[kenn@omakcity.com](mailto:kenn@omakcity.com)

Enclosures (1)

**City of Omak  
Street Map  
2007**

City Limits

2015

Three Lane / 2' Fog Line


Center Line

Center + Fog

City Limits

City Limits

Exhibit "A-1"  
JB2976  
CITY OF OMAK

DRAWN BY S. HANSON DATE 1/24/07		CITY OF <b>Omak</b>	
PROJECT  NORTH		SCALE 1" = 1/4"	
PREPARED BY <b>Highlands Associates</b> Okanogan, WA			
ALL RIGHTS RESERVED. No part of this publication may be reproduced without prior written permission.			

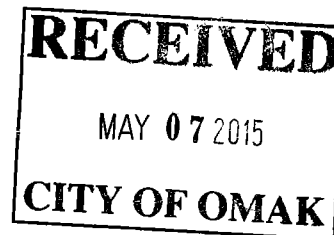


**Washington State  
Department of Transportation**

**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](http://www.wsdot.wa.gov)

May 5, 2015



Ms. Kathy Lobdell, CMC  
City Clerk  
City of Omak  
PO Box 72  
Omak, WA 98841-0072

Dear Ms. Lobdell:

Attached is one (1) fully executed original agreement (JB2976) for your records. Thank you for returning both originals to this office.

The striping crew supervisor will contact you prior to the actual paint striping. 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 (1 Executed Original)

Cc: HQ Accounting  
Tim Davison  
Sid Simon



<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>JB2976</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
<b>Estimated Costs</b> <b>\$8,400.00</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.



### 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: <i>Cindy Gyne</i>	By: <i>Terry Berends</i>
Printed: <i>Cindy Gyne</i>	Printed: <i>TERRY BERENDS</i>
Title: <i>Mayor</i>	Title: <i>TRAFFIC ENGR</i>
Date: <i>4.20.15</i>	Date: <i>5/5/15</i>

Exhibit "A"  
JB2976  
CITY OF OMAK



March 9, 2015

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 2015. 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 2014 including the three lane approach on Quince at SR 215.

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

Sincerely,

A handwritten signature in black ink that reads "Ken Mears".

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

2015

Three Lane / 2' Fog line

Center Line

Center + Fog

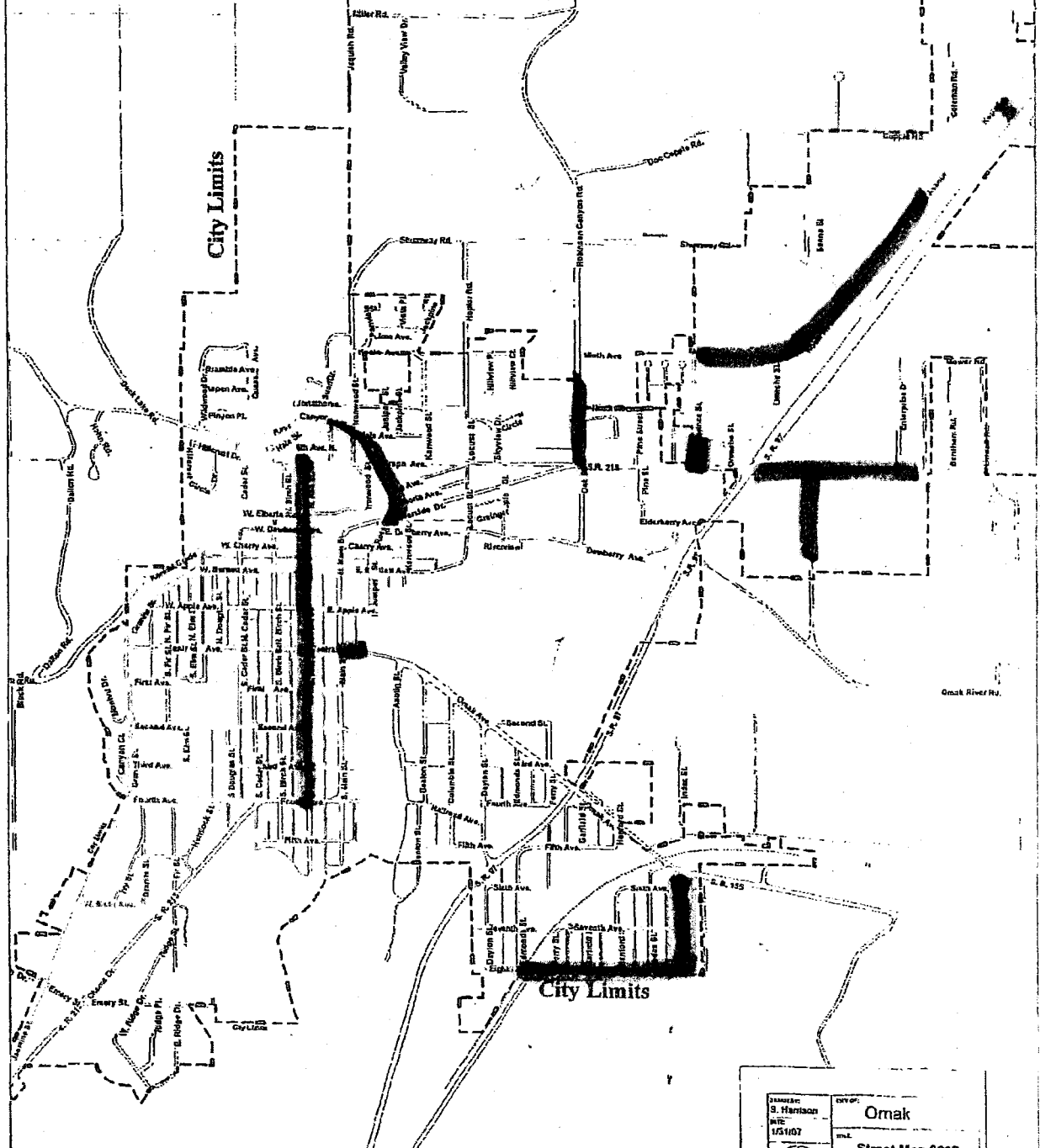



Exhibit "A-1"  
JB2976  
CITY OF OMAK

DRAWN BY: S. Harrison DATE: 1/5/07	CITY OF: <b>Omak</b> FILE: <b>Street Map 2007</b> <b>Highlands Associates</b> <b>Okanogan, WA</b>
 NORTH	SCALE: 1" = 100' <small>ALL ROAD DATA IS APPROXIMATE AND SHOULD BE USED ONLY FOR GENERAL REFERENCE</small>