

**AGREEMENT NO. GMW-0010
SIGNAL ASSIGNMENT No. 2**

This Signal Assignment, made and entered into this 31st day of JANUARY, 2005, is by and between The **State of Washington**, Department of Transportation, by virtue of Title 47 RCW, hereinafter designated as the "STATE" and the **City of Sequim**, 152 West Cedar Street, Sequim, Washington 98382-3317, hereinafter called the "CITY".

WHEREAS, Master Agreement Number **GMW-0010**, entered into between the **STATE** and the **CITY** is incorporated and by this reference, made a part of this Signal Assignment or Deletion as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

Signal Assignment

The work proposed under this Signal Assignment includes the maintenance of signal systems which have been constructed at the following locations:

1. Washington St./Priest Rd.

Effective Date

The effective date to start the above noted Signal Assignment work is January 20, 2005.

IN WITNESS WHEREOF, the parties hereto have executed this Signal Assignment or Deletion as of the day and year first above written.

CITY OF SEQUIM (Clallam Co.)

By: 
City Manager

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: 
Randall A. Hain, Region Administrator

**AGREEMENT NO. GMW-0010
SIGNAL ASSIGNMENT No. 1**

This Signal Assignment, made and entered into this 22ND day of JANUARY, 2003, is by and between The **State of Washington**, Department of Transportation, by virtue of Title 47 RCW, hereinafter designated as the "STATE" and the **City of Sequim**, 152 West Cedar Street, Sequim, Washington 98382-3317, hereinafter called the "CITY".

WHEREAS, Master Agreement Number **GMW-0010**, entered into between the **STATE** and the **CITY** is incorporated and by this reference, made a part of this Signal Assignment or Deletion as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

Signal Assignment

The work proposed under this Signal Assignment includes the maintenance of signal systems which have been constructed at the following locations:

1. Washington St./Bell Creek Plaza
2. Washington St./Sequim Avenue
3. Washington St./3rd Avenue
4. Washington St./5th Avenue
5. Washington St./7th Avenue

Effective Date

The effective date to start the above noted Signal Assignment work is JANUARY 22ND, 2003.

IN WITNESS WHEREOF, the parties hereto have executed this Signal Assignment or Deletion as of the day and year first above written.

CITY OF SEQUIM (Clallam Co.)

By: W. Elliott
City Manager

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: [Signature]
Asst. Region Administrator for Operations

**MASTER AGREEMENT FOR SIGNAL MAINTENANCE
GMW-0010**

This **AGREEMENT** made and entered into this 22ND day of JANUARY, 2003, is by and between the **State of Washington**, Department of Transportation, acting through the Secretary of Transportation, hereinafter called the "**STATE**", and the **City of Sequim**, 152 West Cedar Street, Sequim, Washington 98382-3317, acting through the City Manager, hereinafter called the "**CITY**".

WHEREAS, by virtue of certification of former US 101 to the **CITY** the **CITY** owns certain traffic signal systems, and

WHEREAS, the **CITY** does not have the resources to maintain the traffic signal systems, and

WHEREAS, it would be to the benefit of the **CITY** for the **STATE** to perform the operation and maintenance of the subject traffic signals and to establish, in writing, each party's responsibility toward the operation and maintenance of the subject traffic signals, and

WHEREAS, there is a possibility of future occurrences of similar situations.

NOW THEREFORE, by virtue of **RCW 47.28.140** and in consideration of the terms, conditions, covenants, and performance contained herein or attached and made part of, IT IS **MUTUALLY AGREED AS FOLLOWS**:

**I
GENERAL**

1.0 The **STATE** shall provide for the maintenance and operation of **CITY** owned signal systems as defined herein. Maintenance and operation shall include the following items:

1.01 Day to day operation of signal timing, to include coordination and adjustments.

1.02 Original signal phasing and timing plans and all revisions thereto, as determined by the **STATE**, shall be reviewed and approved by the **CITY's** Director of Public Works before the plan and/or any revisions are implemented.

1.03 Removal and replacement of failed components (i.e. load switches, loop amplifiers, conflict monitors, etc.) inside the control cabinet.

1.04 Replacing signal lamps that burn out.

1.05 Annual signal head cleaning and relamping.

1.06 Maintaining all associated interconnects.

1.07 Maintaining accurate maintenance records, as to the time and materials used in completing the various tasks for each signal location.

1.1 The **STATE** is specifically excluded from doing the following work except when the **CITY** requests the **STATE** to perform the work at **CITY** expense. In that event, the **STATE** would commence said work upon execution by both parties of a **SIGNAL ASSIGNMENT FOR REPAIR OR REPLACEMENT**, as shown in **EXHIBIT "B"** attached hereto and by this reference made a part of this **AGREEMENT**.

1.11 Repair and/or replacement of strain poles, mast arms, failed loops, control cabinets, signal displays and other related devices.

1.12 Replacement of deteriorated signal equipment due to aging.

1.13 Painting (**CITY** to notify **STATE** of need).

1.2 In the event a condition exists resulting from storm damage, third party damage, unknown third party damage, or other reasons, the **STATE** may of their own volition, remove any obvious and immediate traffic hazards before notification by the **CITY**.

1.3 The **STATE** will provide the **CITY** with all information it possesses pertaining to any third party damage to the **CITY's** signals.

1.4 The **STATE's** response to a notice of defective condition that requires immediate action in the traffic control signal system (such as a black signal, a left turn red burn out, a single indication red light burn out, or any other dangerous signal operation) shall be such that, to the best of the **STATE's** ability, the signal is operating and fully functional before the next peak hour following the occurrence of the defective condition.

1.5 The **CITY** will perform the following activities:

1.51 Repair of failed cabinet units which the **STATE** has removed and which will be returned to the **STATE** for reinstallation, replacement to the **STATE** of any failed controller components which the **STATE** has provided to maintain controller operation.

1.52 Repair of failed loops.

1.53 Maintain **CITY** owned intersection illumination.

II SIGNAL ASSIGNMENT or DELETION

2.0 The Signal Assignment or Deletion document, as shown in **EXHIBIT "A"** attached hereto and by reference made a part of this **AGREEMENT**, shall include as a minimum a description of the signal(s) installation(s) or deletion(s) and location(s). The effective date of coverage or deletion shall be defined in the Signal Assignment or Deletion document.

2.1 The Signal Assignment or Deletion shall be signed on behalf of the **STATE** by the Region Administrator, or his designee. The **CITY**, by the City Manager, or his designee shall review the signal assignment or deletion document and indicate concurrence by signing and returning one copy of the document with original signature to the **STATE**.

III PAYMENT

3.0 The **CITY** agrees to reimburse the **STATE** for actual direct and related indirect costs incurred due to the maintenance, repair, and operation of the **CITY** owned signal systems, and actual direct and related indirect costs arising from any required emergency repairs/replacements made to said signal systems. Payments shall be made by the **CITY**, upon request by the **STATE**, to cover said costs incurred. These payments are not to be more frequent than one (1) per month.

3.1 An itemized estimate of cost for work to be performed by the **STATE** at the **CITY**'s expense is shown on **EXHIBIT "C"**, attached hereto, and by this reference made a part of this **AGREEMENT**. The **CITY** agrees that **EXHIBIT "C"** can be updated at the **STATE**'s discretion to reflect rate increases upon thirty (30) days written notice to the **CITY**.

3.2 The **CITY** shall be responsible for the operational service billings associated with their signal systems, and for expenses associated with any utility relocation required in the future.

3.3 The **CITY** agrees that if payment for any billed work is not made to the **STATE** within forty-five (45) after the **CITY** has been billed for the work, the **STATE** may withhold any tax monies which the **CITY** is entitled to receive from the Motor Vehicle Fund until payment for the work is made in full to the **STATE**.

3.4 During the progress of any and all work assigned to the **STATE**, and for a period not less than three years from the date of payment to the **STATE** for that work, the records and accounts pertaining to said work and accounting therefore are to be kept available for inspection and audit by the **CITY**. Copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request to the **CITY**.

3.5 If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

3.6 In the event that it is determined that overpayment has been made to the **STATE** by the **CITY**, the **CITY** may at the **CITY**'s discretion bill the **STATE** for the amount of overpayment.

IV INDEMNIFICATION

4.0 The **CITY** shall indemnify and hold the **STATE** and its agents, employees and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, action, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the **STATE** arising out of, in connection with, or incident to the execution of this **AGREEMENT** and/or **CITY**'s performance or failure to perform any aspect of this **AGREEMENT**. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the **CITY** and (b) the **STATE**, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of **CITY**, and provided further, that nothing herein shall require **CITY** to hold harmless or defend the **STATE**, its agents, employees and/or officers from any claims arising from the sole negligence of the **STATE** and/or its agents, employees, and/or officers. All claims brought which arise out of, in connection with, or incident to the execution of this **AGREEMENT** will be forwarded to the **CITY** for initial handling. Any such claims believed to be caused by the concurrent or sole negligence of the **STATE** will be formally tendered to the General Administration/Office of Risk Management for handling under RCW 4.92.100. This indemnification shall survive any termination of this **AGREEMENT**.

V TERM OF AGREEMENT

5.0 The term of this **AGREEMENT** shall be for up to one year, beginning on the date first entered above, and ending on December 31 of that year. This **AGREEMENT** shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the preceding November 1 of any such year. Failure of either party to notify the other of such termination on or before November 1 of any such year shall cause this **AGREEMENT** to automatically be renewed for the next ensuing calendar year.

5.1 Either the **STATE** or the **CITY** may terminate this **AGREEMENT** for any reason with written notice to the other party at the end of sixty (60) calendar days following receipt of notice.

Termination of this **AGREEMENT** shall constitute termination of all signal assignment documents as well.

**VI
RIGHT OF ENTRY**

6.0 The **CITY** hereby grants and conveys to the **STATE** the right of entry upon all land which the **CITY** has interest, within or adjacent to the right of way of the highway, for the purpose of maintaining said improvements.

**VII
LEGAL RELATIONS**

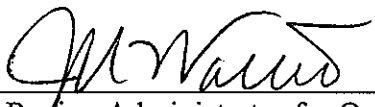
7.0 No liability shall attach to the **STATE** or the **CITY** by reason of entering into this **AGREEMENT** except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** as of the day and year first above written.

CITY OF SEQUIM (Clallam Co.)

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: 
City Manager

By: 
Asst. Region Administrator for Operations

Date: 1/10/2003

Date: 1/22/03

EXHIBIT "A"
AGREEMENT NO. GMW-0010
SIGNAL ASSIGNMENT or DELETION

This Signal Assignment or Deletion, made and entered into this _____ day of _____, _____, is by and between The **State of Washington**, Department of Transportation, by virtue of Title 47 RCW, hereinafter designated as the "**STATE**", and the **City of Sequim**, 152 West Cedar Street, Sequim, Washington 98382-3317, hereinafter called the "**CITY**".

WHEREAS, Master Agreement Number **GMW-0010**, entered into between the **STATE** and the **CITY** is incorporated and by this reference, made a part of this Signal Assignment or Deletion as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

Signal Assignment

The work proposed under this Signal Assignment includes the maintenance of signal systems which have been constructed at the following locations:

Signal Deletion

The following signal systems are **DELETED** from the agreement:

Effective Date

The effective date to start the above noted Signal Assignment work or the deletion of the above noted signal is _____, _____.

IN WITNESS WHEREOF, the parties hereto have executed this Signal Assignment or Deletion as of the day and year first above written.

CITY OF SEQUIM (Clallam Co.)

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
City Manager

By: _____
Asst. Region Administrator for Operations

EXHIBIT "B"
AGREEMENT NO. GMW-0010
SIGNAL ASSIGNMENT FOR REPAIR OR REPLACEMENT

This Signal Assignment for Repair or Replacement, made and entered into this _____ day of _____, _____, is by and between The **State of Washington**, Department of Transportation, by virtue of Title 47 RCW, hereinafter designated as the "**STATE**", and the **City of Sequim**, 152 West Cedar Street, Sequim, Washington 98382-3317, hereinafter called the "**CITY**".

WHEREAS, Master Agreement Number **GMW-0010**, entered into between the **STATE** and the **CITY** is incorporated and by this reference, made a part of this Signal Assignment for Repair or Replacement as if fully set forth herein.

NOW THEREFORE, it is mutually agreed that the following work is to be performed by the **STATE** at **CITY** expense:

1. Description and Location of Existing Facility:

2. Description of Work:

3. Cost (labor, materials and overhead):

4. The effective date to start this Signal Assignment for Repair or Replacement is _____, _____.

IN WITNESS WHEREOF, the parties hereto have executed this Signal Assignment for Repair or Replacement as of the day and year first above written.

CITY OF SEQUIM (Clallam Co.)

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
City Manager

By: _____
Asst. Region Administrator for Operations

EXHIBIT "C"
AGREEMENT NO. GMW-0010
SIGNAL ASSIGNMENT ESTIMATE OF COST

Maintenance	Occurrence	Labor	Labor Cost @
<u>Activities</u>	<u>per year</u>	<u>Hours</u>	<u>\$27.54 per/hr</u>
Observations (hardware review)	10	5	\$137.70
Preventive Maintenance	2	3	\$ 82.62
Relamp	1	2	\$ 55.08
Trouble Calls	6	6	\$165.24
Review timing/coordination	<u>6</u>	<u>6</u>	<u>\$165.24</u>
Subtotal Hours & Cost		22	\$605.88
			Truck Cost @
<u>Equipment</u>		<u>Hours</u>	<u>\$21.50 per/hr</u>
Signal Truck		<u>22</u>	<u>\$473.00</u>
Subtotal Hours & Cost		22	\$473.00
TOTAL COST TO STATE PER			-----
SIGNAL ASSIGNMENT			\$1078.88