



<p>Washington State Department of Transportation's Central Sign Shop Agreement</p> <p>Inter-Agency Agreement Number <u>JE5589</u></p>	<p>Public Agency and Address</p> <p>Public Agency: <u>City of College Place Shops</u></p> <p>Address: <u>218 SE 4th Street</u></p> <p>City, State Zip: <u>College Place, WA 99324</u></p>
<p>Exhibits</p> <p>A. SIGN SHOP Order Form</p>	<p>Federal ID #</p> <p><u>91-6001412</u></p>

This Agreement is made and entered into by and between the Washington State Department of Transportation's Central Sign Shop, hereinafter "SIGN SHOP," and the above named Public Agency, hereinafter "PUBLIC AGENCY," collectively "Parties" and individually "Party."

WHEREAS, the PUBLIC AGENCY, on a periodic basis, has a need to purchase signs specific to the PUBLIC AGENCY, and

WHEREAS, the PUBLIC AGENCY does not have the ability to make such signs, and

WHEREAS, SIGN SHOP has the qualified personnel and equipment available to make such signs, and is agreeable to performing such work when its own work schedule allows the time,

NOW, THEREFORE, pursuant to RCW 47.36.040 and/or Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and provisions contained herein, and/or attached hereto and by this reference made a part of this Agreement,

IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL TERMS, SCOPE OF WORK, AND TERM

1.1 This Agreement provides the terms and conditions under which the SIGN SHOP agrees to provide the PUBLIC AGENCY with the signs it needs at the PUBLIC AGENCY's expense. The signs to be produced shall be requested by the PUBLIC AGENCY by e-mail. E-mail requests shall include such information as required by the SIGN SHOP to be able to accurately and professionally produce the requested signs. The PUBLIC AGENCY shall submit artwork to the SIGN SHOP in a format discussed and agreed to by the SIGN SHOP.

1.2 The PUBLIC AGENCY does not guarantee to request a minimum number of signs or orders, and SIGN SHOP does not guarantee the acceptance of any PUBLIC AGENCY order. Should SIGN SHOP decline to produce a certain sign, or signs, for any reason, the SIGN SHOP shall not be liable for any costs incurred by the PUBLIC AGENCY or damages incurred by any third party related to SIGN SHOP's decision not to produce a requested sign or signs.

1.3 Each sign request shall include the information and in a similar format to what is shown in Exhibit A, "SIGN SHOP Order Form." SIGN SHOP will respond by e-mail to the PUBLIC AGENCY's request within five (5) work days as to whether or not it will be able to fill the order completely, partially, or not at all. If partially or not at all, the SIGN SHOP will provide a reason for not being able to do so. The SIGN SHOP will identify the estimated time to complete the order and the estimated cost based on current labor, material, overhead and other costs. The estimated cost will be mutually agreed upon by the Parties prior to producing the signs.

1.4 The SIGN SHOP produces only aluminum signs, pressure sensitive logos, letters, and banners. When available, signs are made using recycled aluminum. The cost of the signs is the same whether recycled aluminum or new aluminum is used. The Central Sign Shop will not install wind beam or z-bar on signs due to shipping and safety considerations. The reflective material of the signs carries a seven (7) years manufacturer's warrantee. The SIGN SHOP provides no warrantee whatsoever. Once the PUBLIC AGENCY has accepted the manufactured signs, the SIGN SHOP has no further responsibility or liability.

1.5 Sign Order Terms:

- a. All orders are final once special materials orders are placed by the SIGN SHOP, and/or sign production begins.
- b. Cancelled orders or errors on the Sign Order Form are still the financial responsibility of the PUBLIC AGENCY.
- c. The PUBLIC AGENCY is responsible for proof reading all signs at the time the signs are received to verify that the signs agree with the initial order and that no errors have been made in producing the signs.
- d. The PUBLIC AGENCY must specify the method of delivery or shipping at the time a sign order is placed. The PUBLIC AGENCY is responsible for all shipping and transportation costs.

- e. PUBLIC AGENCIES which pay to have their signs shipped to them have five (5) business days from date of delivery to notify the SIGN SHOP of any production errors. Return of completed signs after that time will not be authorized or accepted.
- f. The PUBLIC AGENCY may pick up completed signs at the SIGN SHOP located at the WSDOT South Central Region complex located at 2809 Rudkin Road, Union Gap, WA 98903. Once the signs have been accepted and leave the SIGN SHOP premises, the signs may not be returned.
- g. The SIGN SHOP will not be responsible for signs that are installed which contain errors.

1.6 Before submitting a sign order, the PUBLIC AGENCY certifies that it has met all other bidding and/or other purchasing rules and regulations that apply to it.

1.7 Agreement Term: This Agreement shall remain in effect for five (5) years from the date of execution, at which time this Agreement shall automatically terminate, unless extended by written amendment according to the conditions in Section 3, Amendment, below.

2. BILLING AND PAYMENT

2.1 The PUBLIC AGENCY agrees to reimburse SIGN SHOP for actual direct and related indirect costs to the signs as requested by the PUBLIC AGENCY at the then current SIGN SHOP cost rates. Upon completion of the work, SIGN SHOP shall submit a detailed invoice, identifying the signs produced and the total amount due. The SIGN SHOP will charge one (1) hour minimum for images that have to be produced by them.

2.2 If, for any reason, the SIGN SHOP should determine that it is the best interest of the SIGN SHOP to require the PUBLIC AGENCY to provide the SIGN SHOP with an advance payment, the PUBLIC AGENCY agrees to make the advanced payment prior to the SIGN SHOP producing the signs.

2.3 The SIGN SHOP may submit invoices at any time, but not more frequently than once per month. SIGN SHOP shall send appropriately documented invoices for signs completed to the following address:

Public Agency: City of College Place
 Attention: Accounts Payable - Lisa Neissl
 Address: 625 So. College Ave.
 City, State, Zip: College Place, WA 99324

2.4 The PUBLIC AGENCY agrees to reimburse SIGN SHOP within thirty (30) calendar days from receipt of an adequately documented invoice. The PUBLIC AGENCY shall remit all payments to the following address:

Washington State Department of Transportation
 South Central Region
 Central Sign Shop
 2809 Rudkin Road
 Union Gap, WA 98903

3. AMENDMENT

3.1 The Parties may mutually amend this Agreement at any time. The amendments shall not be binding unless they are made in writing and signed by personnel authorized to bind each Party, prior to performing any of the work that would be covered by the amendment.

4. TERMINATION

4.1 Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party. Upon termination by either party, the PUBLIC AGENCY shall be liable for the work performed or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, as well as all non cancelable obligations.

5. LEGAL RELATIONS

5.1 SIGN SHOP's relation to the PUBLIC AGENCY shall be at all times as an independent contractor. Further, SIGN SHOP shall perform the work as provided under this Agreement solely for the benefit of the PUBLIC AGENCY and not for any third party.

6. DISPUTE RESOLUTION

6.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: SIGN SHOP and the PUBLIC AGENCY shall each appoint a member to a disputes 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. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. Each Party shall be responsible for its own costs and fees and agree to equally share in the cost of the third disputes board member.

7. INDEMNIFICATION

7.1 The PUBLIC AGENCY shall protect and hold harmless the SIGN SHOP, its officers, officials, employees, and/or agents from and against all suits, actions, or claims for damages (both to persons and/or property) arising from this Agreement. Further, PUBLIC AGENCY specifically assumes potential liability for actions brought by PUBLIC AGENCY's own employees or agents against the SIGN SHOP.

7.2 The provisions of this section shall survive the termination of this Agreement.

8. VENUE AND ATTORNEYS FEES

8.1 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 action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington. Further, the Parties agree that each shall be solely responsible for payment of its own attorneys fees, witness fees, and other costs.


9. SEVERABILITY

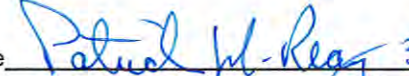
9.1 If any terms or provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of the Agreement, but such remainder shall remain in full force and effect to the same extent as though the invalid term or provisions were not contained in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement No. JESS89 as of the date signed last by the Parties below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

PUBLIC AGENCY

Signature 
Date 3/14/13

Signature  3/5/13
Date

Printed Name Don L. Whitehouse

Printed Name PATRICK M. REAY

Title Regional Administrator

Title CITY ADMINISTRATOR

EXHIBIT A
SIGN SHOP Order Form

Order Date: _____ Order No. _____
Delivery Date Requested: _____ Order Type: _____

Public Agency

Name: _____

Billing Address: _____

City, State, Zip: _____

Shipping Address: _____

City, State, Zip: _____

Contact Person: _____

Contact Number: _____

Sign Details

Type of Signs: _____

Type of Sheeting: _____

Sign Size: _____

Lettering Size & Font: _____

Number of Signs Required: _____

Special Instructions

Attach Artwork Here