

**Filed for and Return to:**  
Laura Leon, City Clerk  
City of East Wenatchee  
271 9th Street NE  
East Wenatchee, WA 98802

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of any warranty contained in the document itself.	
<b>Document Title:</b>	Interlocal Cooperation Agreement Between the City of East Wenatchee and Link Transit for Roadway improvements associated with the East Wenatchee Grant Road Water Quality Project (2022-05)
<b>Grantor(s):</b>	City of East Wenatchee and Link Transit
<b>Grantee(s):</b>	City of East Wenatchee and Link Transit
<b>Reference Number(s) of Document Related, Assigned or Released:</b>	N/A
<b>Abbreviated Legal Description:</b>	N/A
<b>Complete or Additional Legal Description on page ____ of Document –</b>	N/A
<b>Assessor's Parcel Number:</b>	N/A
<b>Filed with the Auditor pursuant to RCW 39.34.040</b>	

**Interlocal Cooperation Agreement Between the City of East Wenatchee and Link Transit for Transit Improvements Associated with the East Wenatchee Grant Road Water Quality Project**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is hereby entered into this date by and between Link Transit (the "District"), and the CITY OF EAST WENATCHEE (the "City"), collectively referred to as the "Parties."

**RECITALS:**

1. The City is engaged in a project involving Highline Drive, East Wenatchee, Douglas County, Washington (the "Project"); and,
2. Link Transit has expressed an interest in relocating a Transit stop on Highline Drive to a more suitable location that has the space for an ADA complaint shelter pad; and,
3. By contributing to this project Link is furthering its Vision 2020 goals of "providing sidewalk and pathway improvements to improve access to transit stops" and "improving safety and security features at bus stops"; and,
4. The City and Link desire to cooperate in the addition of these Transit improvements, recognizing the savings to taxpayers through economies of scale.

NOW, THEREFORE, in consideration of the foregoing, the City and the District agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the design and construction of Link transit improvement as a part of larger City projects.
2. **Scope of Work.** Link will contribute an amount equal to the actual construction cost of the transit related improvement on Highline Drive, currently estimated at \$8,000. On Highline Drive the City shall implement the improvements sketched in Exhibit A, or similar as approved by Link Transit representatives. If the District desires to implement transit improvements on Highline Drive

outside of the scope of the City's project a subsequent agreement to pay for construction costs will be required.

**3. District's Obligations.** The District shall:

- 3.1 Coordinate with City staff if changes to the proposed improvements relating to the Project shown in Exhibit A are needed.
- 3.2 Review the engineering design on plan and profile sheets for the Project provided by the City's consultant.
- 3.3 Provide the actual cost of the Transit related bid items in the Project to the City upon completion of the improvements.
- 3.5 Be responsible for its staff coordination with the City and its consultant.

**4. City's Obligations.** The City shall:

- 4.1 Incorporate the engineering design and specifications for the District's improvements into the City's roadway construction plans for the Project.
- 4.2 Administer the bidding and contract award for the Project, including:
  - (a) Preparing bid documents
  - (b) Advertising for construction bids; and
  - (c) Awarding of the construction contract to the lowest responsible bidder based on the lowest total submitted for all schedules of work.
- 4.3 Administer the construction contract for the Project, including:
  - (a) Preparation and delivery of Notice of Award and Notice to Proceed to the contractor;
  - (b) Scheduling the construction work with the contractor;
  - (c) Disbursement of payments to the roadway contractor; and
  - (d) Administration of change orders, although the District shall have final authority for review and approval of any change order that affects the District's improvements; and
  - (e) Contract closeout.
- 4.4 Be responsible for the administration, management, and budget for the Project.
- 4.5 The City agrees that the District reserves the right to inspect and approve all work done on the District's system prior to the District being obligated to pay the City its costs for such work.

**5. Unexpected Changes.** The District and the City recognize that unanticipated or unexpected changes to the project plans may be necessary as the project develops. The District and the City will cooperate to address any unanticipated or unexpected circumstances that may require a change in the design or construction of the project and/or that may require additional expenditures beyond those budgeted. The District in the City will further cooperate in the allocation of any such

additional costs with consideration of the party (if any) responsible for the cost and the extent to which the changes benefit the District or the City.

**6. Duration and Termination.** This Agreement shall become effective upon the filing of the executed Agreement with the Douglas County Auditor pursuant to RCW 39.34.040. This agreement will terminate when the Project is completed and when the final payment for the District's portion of the Project is received by the City from the District.

**7. Payment by District to City.** The City shall request the full cost of the improvements, estimated at \$8,000 once improvements detailed in Exhibit A are completed to the satisfaction of the District. In the event a change order requested by the District related specifically to work of benefit to the District only occurs, the District shall pay all of the costs of any such change order. The District shall make periodic progress payments to the City. Each progress payment, subject to the terms of this agreement, and the final payment are due within 45 days of the date the payment request is mailed by the City to the District. Any payment past due shall accrue interest at the rate of twelve (12%) per cent per annum until the entire outstanding balance of the past due principal and interest is paid.

**8. Records.** The City shall keep and maintain accurate and complete cost records pertaining to the Project and this Agreement. The District shall have full access and the right to examine any such records during the term of this Agreement. All records, books, documents and other materials maintained, prepared, or issued by the District in the implementation of this Agreement shall be the property of the District, which shall have the responsibility of the retention and release of those materials.

**9. Mutual Indemnity.** The District shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the District, its officers, agents, and employees, in connection with the work described in this agreement, or arising out of the District's non-observance or non-performance of any law, ordinance, or regulation applicable to the District's portion of the Project.

The City shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, agents and employees, in connection with the work described in this agreement, or arising out of the City's non-observance or non-performance of any law, ordinance or regulation applicable to the District's portion of the Project.

**10. Severability.** In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.

**11. Construction.** This agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

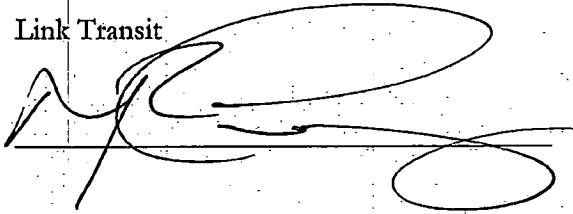
**12. Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by,

the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

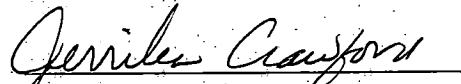
**13. Governing Law; Venue.** This Agreement is governed by the laws of the state of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Douglas County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 20th day of February, 2024.

Link Transit



CITY OF EAST WENATCHEE

  
Jerrilea Crawford, Mayor

Attest:

  
Laura Leon, City Clerk

**EXHIBIT A**

See attached plan set.





SEWER 14.2/20.2

**ROADWAY DETAILS**  
**GRANT ROAD OIL TREATMENT AND BIORETENTION**



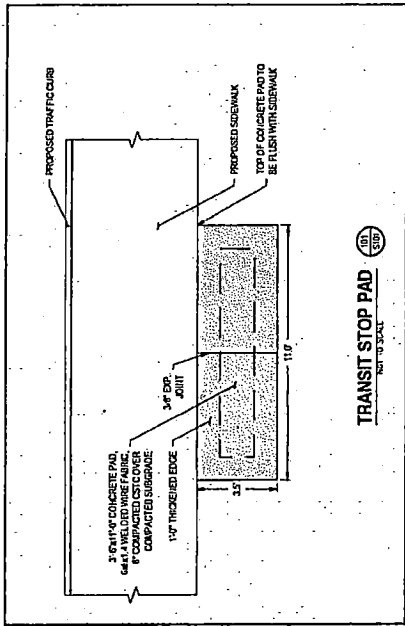
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REVISIONS

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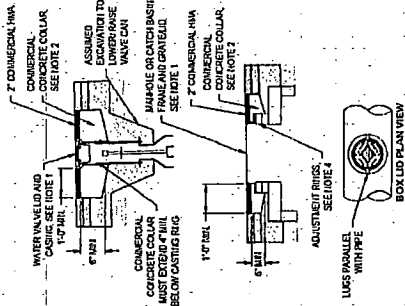
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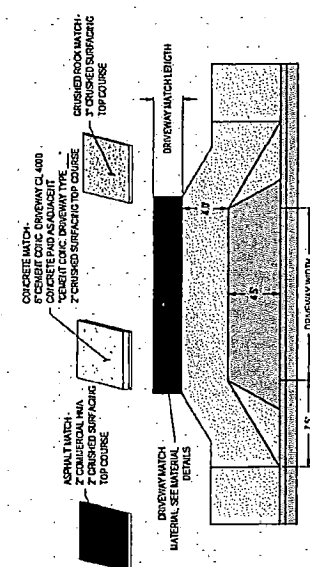


**TRANSIT STOP PAD**  
NOT TO SCALE

- GENERAL ADJUSTMENT NOTES**
1. THE MAXIMUM POINT ON THE CASING SHALL NOT PROTRUDE ABOVE ASPHALT SURFACE AND TO INSURE THAT 1/8" BELOW ASPHALT SURFACE.
  2. THE CONCRETE COLLAR MUST BE CONCRETE COLLAR TO ASPHALT AND PLACED WITH THE SAME REDUCED WITH ENGINEER APPROVAL.
  3. REMOVE ASPHALT AS PATTERN WITH A MINIMUM OF 6" EDGES.
  4. USE PRECAST CONCRETE ADJUSTMENT RINGS PER WOOD FRAMES OF MANHOLELS AND CATCH BASINS.



**ROADWAY UTILITY ADJUSTMENT**  
NOT TO SCALE



**TYPICAL DRIVEWAY MATCH MATERIALS (TYPE 2 DRIVEWAY SHOWING)**  
NOT TO SCALE

Department of Ecology - Grant Road Water Quality							
Item Number	Spec. Reference	Total Quantity	Unit	Item	Bid Schedule A Ecology WQC-2023-Ewena-00166	Bid Schedule A Unit Cost	Bid Schedule A Extended Cost
SCHEDULE A WQC-2023-Ewena-00168 Tax Schedule - See specification section					1-07.2(1)		
<b>PREPARATION</b>							
A-1	1-09.7	1	L.S.	MOBILIZATION	L.S.	\$ 59,000.00	\$ 59,000.00
A-2	2-02.5	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTION	L.S.	\$ 2,000.00	\$ 2,000.00
<b>DRAINAGE</b>							
A-3	7-04.5	40	L.F.	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	40	\$ 100.00	\$ 4,000.00
A-4	7-04.5	620	L.F.	HIGH-DENSITY POLYETHYLENE (HDPE) PIPE 14 IN. DIAM.	620	\$ 200.00	\$ 124,000.00
A-5	7-05.5	1	EA.	CONNECTION TO EXISTING 14 IN. DIAM. STORMWATER PIPING	1	\$ 2,500.00	\$ 2,500.00
A-6	7-05.5	1	EA.	STORMWATER PRETREATMENT STRUCTURE	1	\$ 50,000.00	\$ 50,000.00
A-7	7-05.5	1	EA.	OIL WATER SEPARATOR	1	\$ 75,000.00	\$ 75,000.00
A-8	8-26.5	1	L.S.	STORMWATER INFILTRATION POND	1	\$ 150,000.00	\$ 150,000.00
A-9	7-05.5	1	EA.	FLOAT VALVE VAULT	1	\$ 30,000.00	\$ 30,000.00
A-10	7-12.5	1	EA.	GATE VALVE 8 IN.	1	\$ 7,500.00	\$ 7,500.00
A-11	7-08.5	20	C.Y.	ROCK EXCAVATION	20	\$ 150.00	\$ 3,000.00
A-12	7-08.5	8	EA.	POTHOLE	8	\$ 500.00	\$ 4,000.00
<b>SURFACING/PAVING</b>							
A-13	4-04.5	170	TON	CRUSHED SURFACING BASE COURSE	170	\$ 35.00	\$ 5,950.00
A-14	4-04.5	80	TON	CRUSHED SURFACING TOP COURSE	80	\$ 40.00	\$ 3,200.00
A-15	5-04.5	160	TON	HMA CL. 3/8" PG 64H-28	160	\$ 250.00	\$ 40,000.00
<b>GRADING</b>							
A-16	2-03.5	220	C.Y.	ROADWAY EXCAVATION INCL. HAUL	220	\$ 50.00	\$ 11,000.00
A-17	2-03.5	20	C.Y.	EMBANKMENT COMPACTION	20	\$ 5.00	\$ 100.00
<b>EROSION CONTROL AND PLANTING</b>							
A-18	8-01.5	1	L.S.	EROSION CONTROL AND WATER POLLUTION PREVENTION	L.S.	\$ 5,000.00	\$ 5,000.00
A-19	8-01.5	9	EA.	INLET PROTECTION	9	\$ 100.00	\$ 900.00
<b>TRAFFIC</b>							
A-20	8-04.5	80	L.F.	CEMENT CONC. TRAFFIC CURB AND GUTTER	80	\$ 45.00	\$ 3,600.00
A-21	8-22.5	700	L.F.	PAINT LINE	700	\$ 1.00	\$ 700.00
A-22	8-22.5	2	EA.	PLASTIC TRAFFIC ARROW	2	\$ 300.00	\$ 600.00
A-23	8-22.5	2	EA.	PLASTIC BICYCLE LANE SYMBOL	2	\$ 500.00	\$ 1,000.00
A-24	8-22.5	3	EA.	PLASTIC YIELD LINE SYMBOL	3	\$ 100.00	\$ 300.00
A-25	1-10.5	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	\$ 60,000.00	\$ 60,000.00
<b>OTHER ITEMS</b>							
A-26	8-14.5	50	S.Y.	CEMENT CONC. SIDEWALK	50	\$ 150.00	\$ 7,500.00
A-27	8-06.5	50	S.Y.	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 3	50	\$ 180.00	\$ 9,000.00
A-28	8-12.5	430	L.F.	CHAIN LINK FENCING	430	\$ 75.00	\$ 32,250.00
A-29	8-12.5	1	EA.	DOUBLE 14 FT. CHAIN LINK GATE	1	\$ 7,500.00	\$ 7,500.00
A-30	8-24.5	300	S.F.	GRAVITY BLOCK WALL	300	\$ 100.00	\$ 30,000.00
A-31	7-12.5	3	EA.	LOWER VALVE BOX	3	\$ 250.00	\$ 750.00
A-32	7-05.5	1	EA.	LOWER MANHOLE	1	\$ 300.00	\$ 300.00
A-33	7-12.5	3	EA.	RAISE VALVE BOX	3	\$ 500.00	\$ 1,500.00
A-34	7-05.5	1	EA.	RAISE MANHOLE	1	\$ 650.00	\$ 650.00
A-35	1-05.4	1	L.S.	ROADWAY SURVEYING	L.S.	\$ 6,800.00	\$ 6,800.00
A-36	2-09.5	1	L.S.	SHORING OR EXTRA EXCAVATION CLASS B	L.S.	\$ 10,000.00	\$ 10,000.00



Department of Ecology - Grant Road Water Quality							
Item Number	Spec. Reference	Total Quantity	Unit	Item	Bid Schedule A Ecology WQC-2023-Ewena-00168	Bid Schedule A Unit Cost	Bid Schedule A Extended Cost
A-37	1-05.18	1	L.S.	RECORD DRAWINGS (MINIMUM BID \$1,000)	L.S.	\$ 5,000.00	\$ 5,000.00
A-38	1-09.6	25000	DOL	UNKNOWN UTILITY REPAIR	25000	\$ 1.00	\$ 25,000.00
A-39	1-09.6	5000	DOL	ROADSIDE CLEANUP	5000	\$ 1.00	\$ 5,000.00
Schedule A Construction Total							\$ 784,600.00
Item Number	Spec. Reference	Total Quantity	Unit	Item	Bid Schedule B EWWD	Bid Schedule B Unit Cost	Bid Schedule B Extended Cost
SCHEDULE B EWWD Tax Schedule - See specification section					1-07.2(2)		
PREPARATION							
B-1	1-09.7	1	L.S.	MOBILIZATION	L.S.	\$ 8,000.00	\$ 8,000.00
B-2	2-02.5	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTION	L.S.	\$ -	\$ -
WATERMAIN							
B-3	7-09.5	150	L.F.	DUCTILE IRON PIPE FOR WATERMAIN 12 IN. DIAM.	150	\$ 175.00	\$ 26,250.00
B-4	7-09.5	2	EA.	GATE VALVE 12 IN.	2	\$ 5,000.00	\$ 10,000.00
B-5	7-09.5	1	L.S.	ABANDONMENT/REMOVAL OF TERMINATED WATER FACILITIES	L.S.	\$ 3,000.00	\$ 3,000.00
B-6	7-09.5	1	L.S.	CONNECTION TO EXISTING WATERMAIN - HIGHLINE DRIVE	L.S.	\$ 2,500.00	\$ 2,500.00
B-7	7-12.5	1	L.S.	CONNECTION TO EXISTING WATERMAIN - PACE DRIVE	L.S.	\$ 2,500.00	\$ 2,500.00
SURFACING/PAVING							
B-8	4-04.5	110	TON	CRUSHED SURFACING BASE COURSE	110	\$ 40.00	\$ 4,400.00
B-9	4-04.5	40	TON	CRUSHED SURFACING TOP COURSE	40	\$ 40.00	\$ 1,600.00
B-10	5-04.5	50	TON	HMA CL. 3/8" PG 64H-28	50	\$ 350.00	\$ 17,500.00
TRAFFIC							
B-11	1-10.5	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	\$ 10,000.00	\$ 10,000.00
B-12	8-22.5	16	S.F.	PLASTIC CROSSWALK LINE	16	\$ 20.00	\$ 320.00
OTHER ITEMS							
B-13	1-05.4	1	L.S.	ROADWAY SURVEYING	L.S.	\$ 1,000.00	\$ 1,000.00
B-14	2-09.5	1	L.S.	SHORING OR EXTRA EXCAVATION CLASS B	L.S.	\$ 5,000.00	\$ 5,000.00
B-15	1-05.18	1	L.S.	RECORD DRAWINGS (MINIMUM BID \$1,000)	L.S.	\$ 1,000.00	\$ 1,000.00
B-16	1-09.6	5000	DOL	UNKNOWN UTILITY REPAIR	5000	\$ 1.00	\$ 5,000.00
B-17	1-09.6	5000	DOL	ROADSIDE CLEANUP	5000	\$ 1.00	\$ 5,000.00
Schedule B Construction Subtotal							\$ 103,070.00
Washington State Sales Tax 8.5%							\$ 8,760.95
Schedule B Construction Total							\$ 111,830.95
Item Number	Spec. Reference	Total Quantity	Unit	Item	Bid Schedule C City	Bid Schedule C Unit Cost	Bid Schedule C Extended Cost
SCHEDULE C City Tax Schedule - See specification section					1-07.2(1)		
PREPARATION							
C-1	1-09.7	1	L.S.	MOBILIZATION	L.S.	\$ 6,000.00	\$ 6,000.00
C-2	2-02.5	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTION	L.S.	\$ 2,000.00	\$ 2,000.00
SURFACING							
C-3	4-04.5	100	TON	CRUSHED SURFACING BASE COURSE	100	\$ 35.00	\$ 3,500.00
C-4	4-04.5	40	TON	CRUSHED SURFACING TOP COURSE	40	\$ 45.00	\$ 1,800.00

Department of Ecology - Grant Road Water Quality							
Item Number	Spec. Reference	Total Quantity	Unit	Item	Bid Schedule A Ecology WQC-2023-Ewena-00168	Bid Schedule A Unit Cost	Bid Schedule A Extended Cost
C-5	5-04.5	100	TON	HMA CL. 3/8" PG 64H-28	100	\$ 250.00	\$ 25,000.00
C-6	4-04.5	60	TON	MODIFIED PERMEABLE BALLAST	60	\$ 50.00	\$ 3,000.00
EROSION CONTROL AND PLANTING							
C-7	4-04.5	9	EA.	THREE MAN LANDSCAPING ROCK	9	\$ 300.00	\$ 2,700.00
C-8	4-04.5	3	EA.	SIX MAN LANDSCAPING ROCK	3	\$ 500.00	\$ 1,500.00
TRAFFIC							
C-9	8-04.5	330	L.F.	CEMENT CONC. TRAFFIC CURB AND GUTTER	330	\$ 50.00	\$ 16,500.00
C-10	8-22.5	200	L.F.	PAINT LINE	200	\$ 1.00	\$ 200.00
C-11	8-22.5	35	L.F.	PAINTED WIDE LANE LINE	35	\$ 4.00	\$ 140.00
C-12	8-22.5	3	EA.	PLASTIC TRAFFIC ARROW	3	\$ 300.00	\$ 900.00
C-13	8-22.5	1	EA.	PLASTIC BICYCLE LANE SYMBOL	1	\$ 500.00	\$ 500.00
OTHER ITEMS							
C-14	8-14.5	12	S.Y.	CEMENT CONC. SIDEWALK	12	\$ 65.00	\$ 780.00
C-15	8-06.5	60	S.Y.	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 3	60	\$ 85.00	\$ 5,100.00
C-16	8-14.5	1	L.S.	TRANSIT STOP PAD	1	\$ 8,000.00	\$ 8,000.00
Schedule C Construction Total						\$	77,620.00
<b>Construction Total</b>						\$	<b>974,050.95</b>