

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.

Document Title: Interlocal Cooperation Agreement Between the City of East Wenatchee and Link Transit for Roadway improvements associated with the East Wenatchee 5th Street NE, 19th Street NW, and NW Cascade Ave Improvement Projects

Grantor(s): City of East Wenatchee and Link Transit

Grantee(s): City of East Wenatchee and Link Transit

Reference Number(s) of Document Related, Assigned or Released: N/A

Abbreviated Legal Description: N/A

Complete or Additional Legal Description on page ____ of Document – N/A

Assessor's Parcel Number: N/A

Filed with the Auditor pursuant to RCW 39.34.040

Interlocal Cooperation Agreement Between the City of East Wenatchee and Link Transit for Roadway Improvements Associated with the East Wenatchee 5th Street Improvements Project and 19th Street NW & NW Cascade Ave Improvements 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 road improvement projects involving 5th Street NE, 19th Street NW, and NW Cascade Ave, East Wenatchee, Douglas County, Washington (the "Project"); and,
2. Link Transit has expressed an interest in upgrading transit stops within the project limits in coordination with the projects; and
3. By contributing to these projects 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 road projects.

2. Scope of Work. Link will contribute a Lump Sum amount of \$77,000 to facilitate the improvements associated with the above-mentioned projects. The City shall implement the improvements sketched in Exhibit A, or similar as approved by Link Transit representatives. In addition to directly funding new ADA compliant bus stops, any excess funds will be allocated

towards improvements that directly benefit Link Transit riders, such as sidewalks, enhanced crossings, and street lighting.

3. District's Obligations. The District shall:

- 3.1 Coordinate with City staff if changes to the proposed improvements relating to the 5th Street 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 Reimburse the City for approved costs once the following milestones are reached:
 - 3.3.1 \$12,000 upon substantial completion, and acceptance by Link staff of upgrades within the project limits of 19th Street NW & NW Cascade Ave.
 - 3.3.2 \$65,000 upon substantial completion, and acceptance by Link staff of upgrades within the project limits of 5th Street NE.
- 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 5th Street Improvements Project, and 19th Street NW & NW Cascade Ave Improvements Project.
- 4.5 Include the District in design discussions as applicable for the Project.

4.6 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 that may require additional expenditures beyond those budgeted. The District and 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 reimbursement as detailed in Section 3.3 of this agreement. 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.

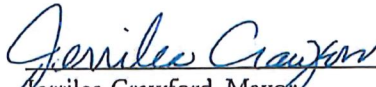
INWITNESS WHEREOF, the parties hereto have executed this Agreement on this 16th day of July, 2024.

Link Transit




Nick Coyey, CEO

CITY OF EAST WENATCHEE



Jerrilea Crawford, Mayor

Attest



Selina Danko, Clerk of the Board

Attest:

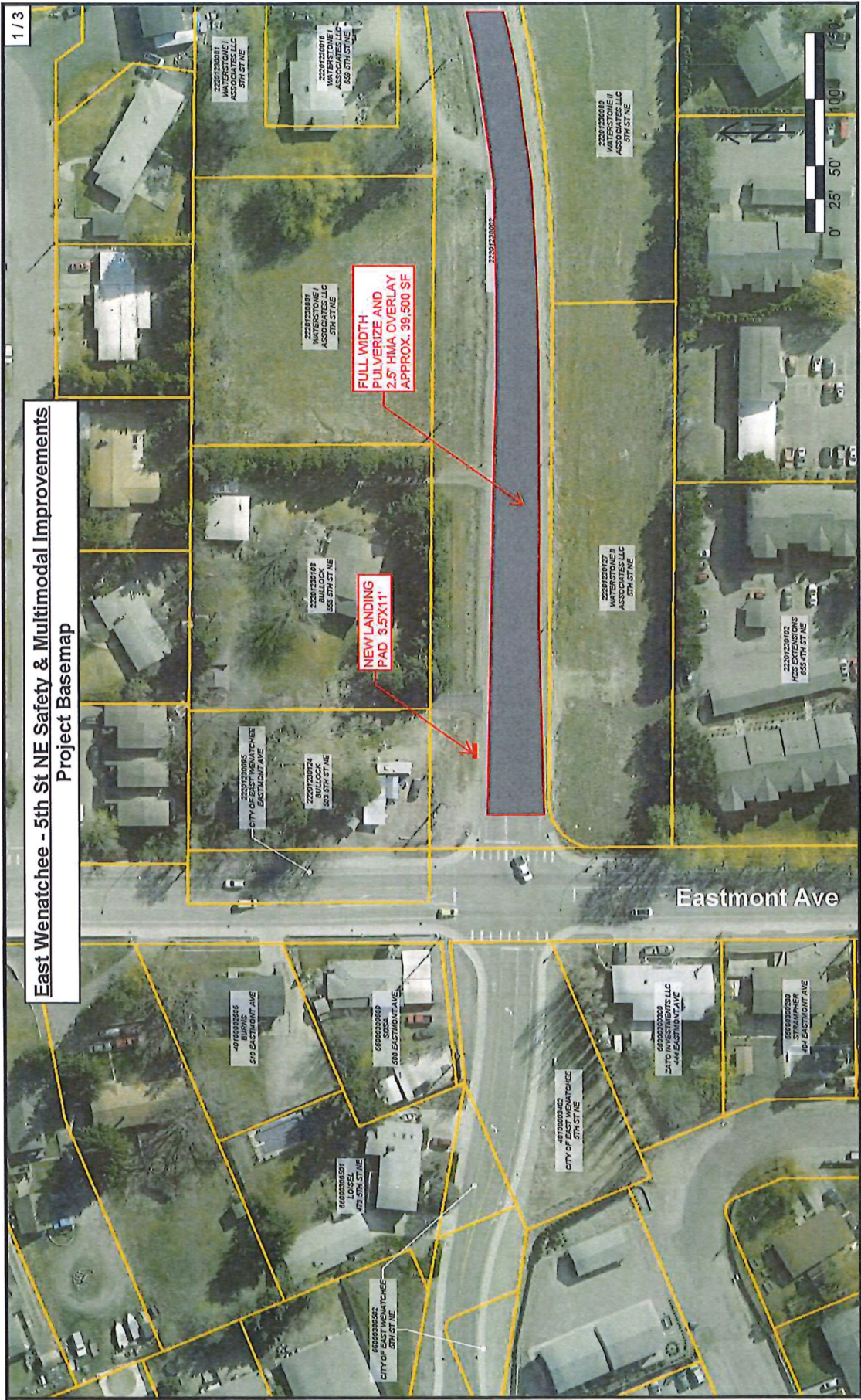


Anna Laura Leon, City Clerk

EXHIBIT A

See attached plan set.

East Wenatchee - 5th St NE Safety & Multimodal Improvements Project Basemap



2207230087
ASSOCIATES LLC
57H ST NE

2207230018
WATERSTONE II
ASSOCIATES LLC
558 5TH ST NE

2207230087
WATERSTONE II
ASSOCIATES LLC
57H ST NE

FULL WIDTH
PULVERIZE AND
PULVERIZE AND
2.5" HMA OVERLAY
APPROX. 39,500 SF

NEW LANDING
PAD 3.57X11'

2207230119
BULLOCK
558 5TH ST NE

2207230085
CITY OF EAST WENATCHEE
EASTMONT AVE

2207230124
BULLOCK
558 5TH ST NE

2207230010
WATERSTONE II
ASSOCIATES LLC
57H ST NE

2207230127
WATERSTONE II
ASSOCIATES LLC
57H ST NE

2207230162
ASSOCIATES LLC
558 5TH ST NE

4010000205
BURINS
510 EASTMONT AVE

0500000010
510 EASTMONT AVE

8600000027
CITY OF EAST WENATCHEE
57H ST NE

0500000025
CITY OF EAST WENATCHEE
57H ST NE

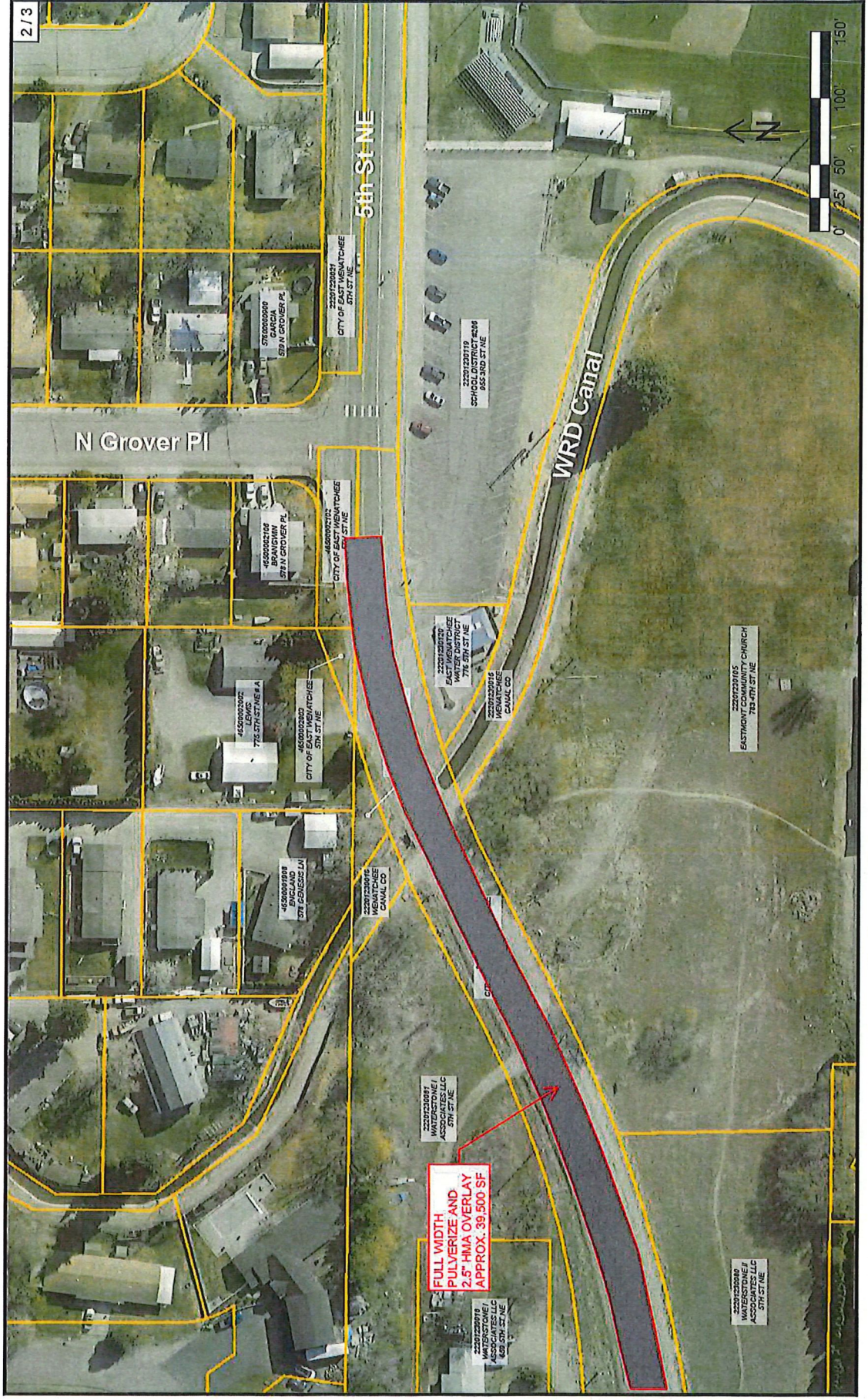
4010000005
CITY OF EAST WENATCHEE
57H ST NE

2470
WESTWINGS LLC
444 EASTMONT AVE

0500000020
ASSOCIATES LLC
444 EASTMONT AVE

Eastmont Ave





**FULL WIDTH
PULVERIZE AND
2.5" HMA OVERLAY
APPROX. 39,500 SF**

2209220021
CITY OF EAST WENATCHEE
578 ST NE

578 N GROVER PL
4600002108
CITY OF EAST WENATCHEE

4600002102
CITY OF EAST WENATCHEE
578 ST NE

4600002108
CITY OF EAST WENATCHEE
578 N GROVER PL

4600002100
775 5TH ST NE A

4600002100
CITY OF EAST WENATCHEE
5TH ST NE

4600001908
ENGLAND
578 EDWARDS LN

2209220016
CANAL CO

2209220017
ASSOCIATES LLC
578 ST NE

2209220017
ASSOCIATES LLC
578 ST NE

2209220019
CONCRETE DISTRICT
885 5TH ST NE

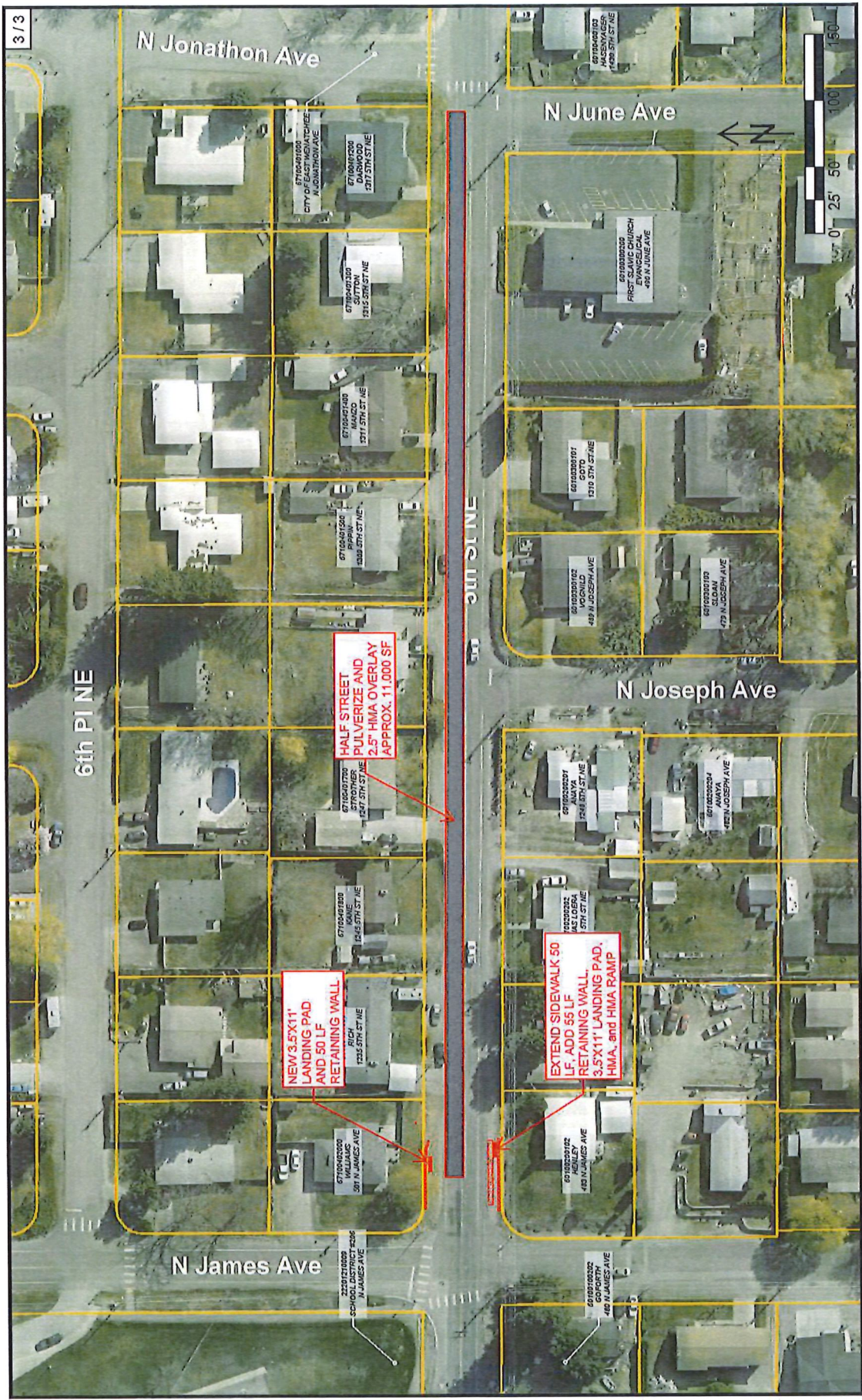
2209220020
WATERS DISTRICT
776 5TH ST NE

2209220015
WENATCHEE
CANAL CO

2209220105
EASTMON CHURCH
754 4TH ST NE

2209220010
ASSOCIATES LLC
578 ST NE





N Jonathon Ave

N June Ave

6th PI NE

300 ST NE

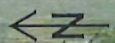
N Joseph Ave

N James Ave

NEW 3.5'X11'
LANDING PAD
AND 50 LF
RETAINING WALL

HALF STREET
PULVERIZE AND
2.5" HMA OVERLAY
APPROX. 11,000 SF

EXTEND SIDEWALK 50
LF, ADD 55 LF
RETAINING WALL,
3.5'X11' LANDING PAD,
HMA, and HMA RAMP.



6710001000
CITY OF WASHINGTON
1000 N JONATHON AVE

6710001200
DANWOOD
237 5TH ST NE

6710001300
SUTTON
231 S 200 ST NE

6710001400
3371 5TH ST NE

6710001500
PAPPAN
1300 2TH ST NE

6710001600
1245 5TH ST NE

6710001700
1245 5TH ST NE

6710001800
KANE
1245 5TH ST NE

6710001900
RICH
1235 5TH ST NE

6710002000
WILLIAMS
501 N JAMES AVE

6710002100
SCHOOL DISTRICT #205
N JAMES AVE

6710000100
MACDONALD
400 5TH ST NE

6710000200
FIRST SLAVIC CHURCH
400 N JUNE AVE

6710000300
COTO
210 5TH ST NE

6710000400
VONNILD
48 N JOSEPH AVE

6710000500
SLOAN
470 N JOSEPH AVE

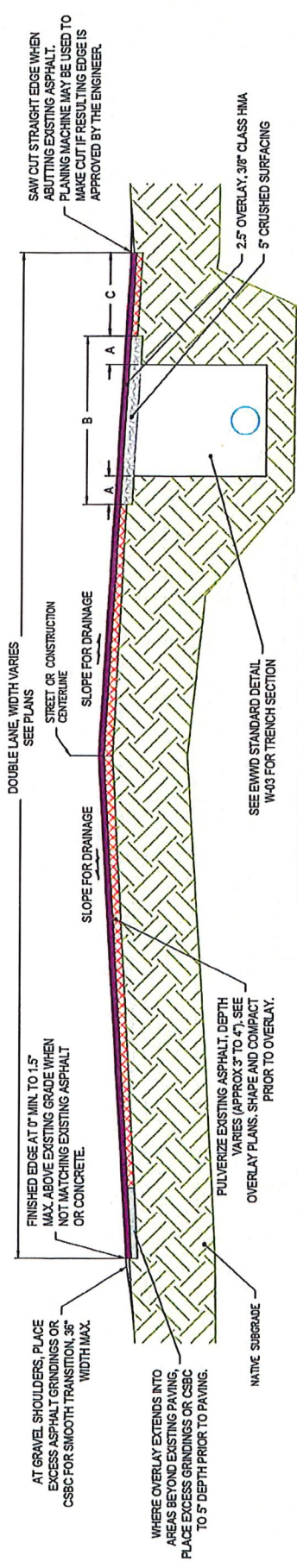
6710000600
ANAYA
245 5TH ST NE

6710000700
ANAYA
245 5TH ST NE

6710000800
ALY/OSBA
571 5TH ST NE

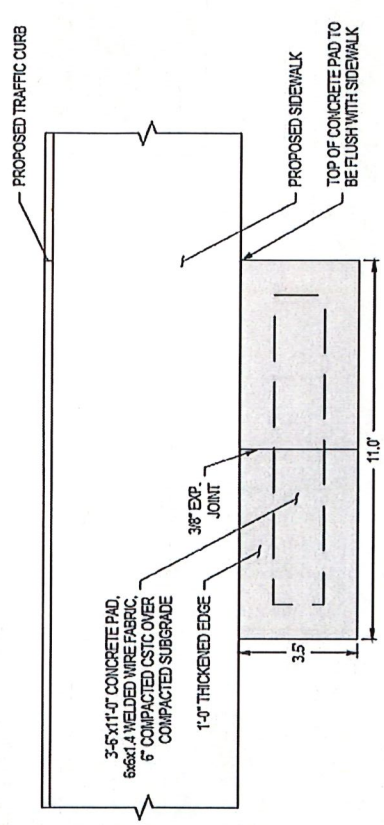
6710000900
481 N JAMES AVE

6710001000
GORTON
481 N JAMES AVE



PULVERIZING AND OVERLAY DETAIL

NTS



TRANSIT STOP PAD

NOT TO SCALE

REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION
1	04/21/11	ISSUE	1	04/21/11	ISSUE
2	04/21/11	ISSUE	2	04/21/11	ISSUE
3	04/21/11	ISSUE	3	04/21/11	ISSUE
4	04/21/11	ISSUE	4	04/21/11	ISSUE
5	04/21/11	ISSUE	5	04/21/11	ISSUE
6	04/21/11	ISSUE	6	04/21/11	ISSUE
7	04/21/11	ISSUE	7	04/21/11	ISSUE
8	04/21/11	ISSUE	8	04/21/11	ISSUE

PACIFIC ENGINEERING

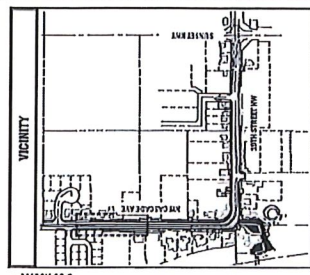
1919 1ST AVENUE, SUITE 200
 SEASIDE, WA 98134
 TEL: 206.465.1111 FAX: 206.465.1111



**CITY OF EAST WENATCHEE AND DOUGLAS COUNTY
 GREEN RETROFIT AND LID FACILITY
 191ST STREET AND NW CASCADE AVE
 EAST WENATCHEE, WASHINGTON**

**GRADING &
 DRAINAGE PLAN
 & PROFILE**

C3.1

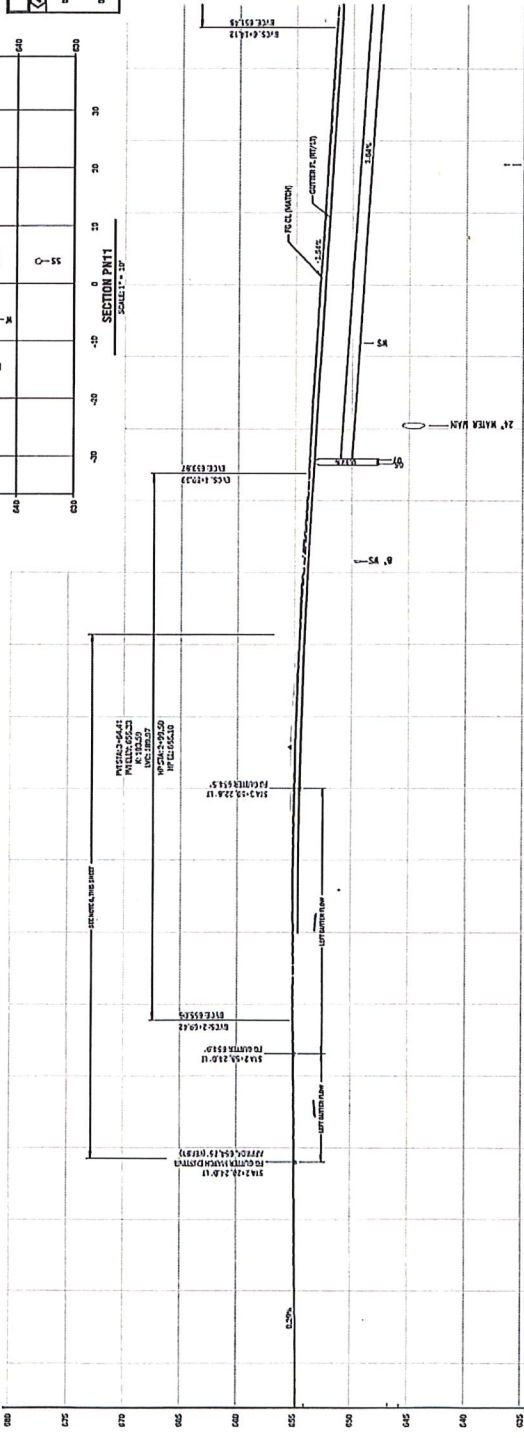
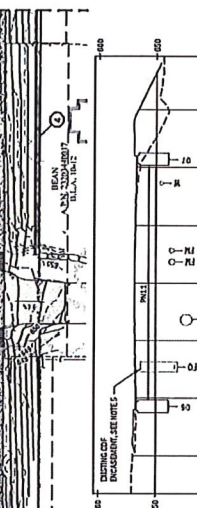
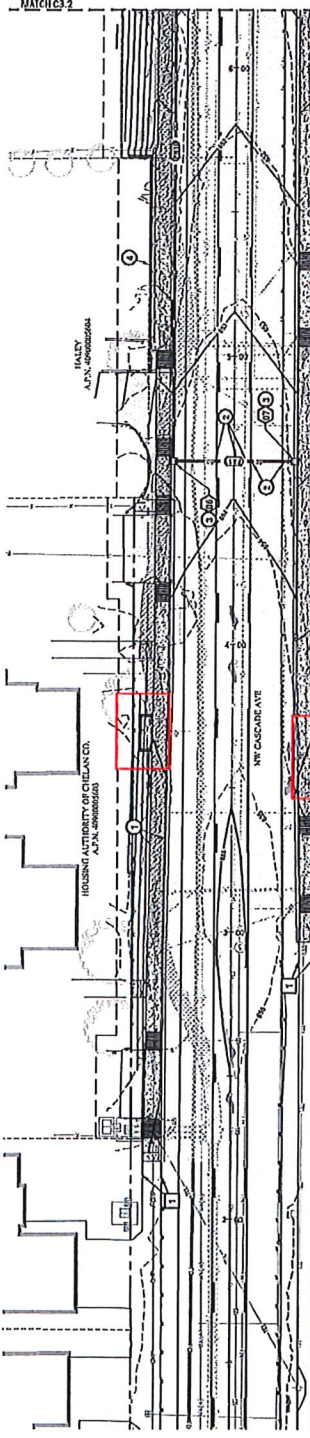


- KEYED NOTES - EXISTING**
- 1 CURB, GUTTER, AND SIDEWALK PAVING
- KEYED NOTES - PROPOSED**
- 1 CURB, GUTTER, AND SIDEWALK, SEE C2.02.03
 - 2 POSSIBLE EXISTING UTILITY
 - 3 CONCRETE CURB AND GUTTER WITH 1/4" RADIUS FILLING
 - 4 REINFORCING WALL, SEE REVISION C3.1.1

STORM SYSTEM STRUCTURES

TYPE/NOTE	STATION	ELEVATION	INVERT
1	4+13.45	21.42'L	63.31R
2	4+13.45	21.42'R	63.31R
3	4+13.45	21.42'R	63.31R

- NOTE**
- SEE WETTED PLACE FOR RELATIONSHIP OF PROPOSED SERVICES IN CONTACT.
 - SIZE OF CREEPS FOR EXISTING UTILITY PROFILES.
 - STORM SYSTEM STRUCTURES SHOWN AND OFFSET INDICATE PROPOSED CONSTRUCTION. EXISTING CONSTRUCTION SHALL MATCH TO TOP OF CURB.
 - EXISTING UTILITY TOPS SHOWN AS APPROXIMATE. VERIFY IN ADVANCE OF CONSTRUCTION OPERATIONS.
 - CONTRACTOR SHALL VERIFY TO DISCOVERIES OF FOUNDATION NEAR THE EXISTING CURB SURFACE. ASSOCIATED WITH 0.2' IN CONCRETE. AS NOT PROTECTIVE CONCRETE AT BASE OF STRUCTURE. PRIOR TO REMOVAL OF EXISTING CONCRETE, CONTRACTOR SHALL VERIFY WITH PROPOSED APPROPRIATE.
 - PARTICULAR CARE MUST BE PROVIDED BY CONTRACTOR FOR PROTECTION OF EXISTING UTILITIES. CONTRACTOR SHALL VERIFY PROTECTION OF EXISTING UTILITIES WHICH ARE NOT TO BE REMOVED OR DISRUPTED. CONTRACTOR SHALL VERIFY PROTECTION OF EXISTING UTILITIES WHICH ARE TO BE REMOVED OR DISRUPTED.



STATION	ELEVATION
1+00	62.17R
1+10	62.17R
1+20	62.17R
1+30	62.17R
1+40	62.17R
1+50	62.17R
1+60	62.17R
1+70	62.17R
1+80	62.17R
1+90	62.17R
2+00	62.17R
2+10	62.17R
2+20	62.17R
2+30	62.17R
2+40	62.17R
2+50	62.17R
2+60	62.17R
2+70	62.17R
2+80	62.17R
2+90	62.17R
3+00	62.17R
3+10	62.17R
3+20	62.17R
3+30	62.17R
3+40	62.17R
3+50	62.17R
3+60	62.17R
3+70	62.17R
3+80	62.17R
3+90	62.17R
4+00	62.17R
4+10	62.17R
4+20	62.17R
4+30	62.17R
4+40	62.17R
4+50	62.17R
4+60	62.17R
4+70	62.17R
4+80	62.17R
4+90	62.17R
5+00	62.17R
5+10	62.17R
5+20	62.17R
5+30	62.17R
5+40	62.17R
5+50	62.17R
5+60	62.17R
5+70	62.17R
5+80	62.17R
5+90	62.17R
6+00	62.17R
6+10	62.17R
6+20	62.17R
6+30	62.17R
6+40	62.17R
6+50	62.17R
6+60	62.17R
6+70	62.17R
6+80	62.17R
6+90	62.17R

