

**Filed for and Return to:**  
Andrea Fischer, City Clerk  
City of Leavenworth  
PO Box 287  
Leavenworth, WA 98826

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<b>Document Title:</b>	Interlocal Cooperation Agreement Between the City of Leavenworth and Link Transit for US 2 and Icicle Road Roundabout Project
<b>Grantor(s):</b>	City of Leavenworth and Link Transit
<b>Grantee(s):</b>	City of Leavenworth 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
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<b>Filed with the Auditor pursuant to RCW 39.34.040</b>	

**Interlocal Cooperation Agreement Between the City of Leavenworth and Link Transit for US Highway 2 and Icicle Road Roundabout Project**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is hereby entered into this date by and between the CHELAN DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA d/b/a LINK TRANSIT ("Link"), and the CITY OF LEAVENWORTH (the "City"), collectively referred to as the "Parties."

**RECITALS:**

1. Link is engaged in an intersection improvement project involving US Highway 2 & Icicle Road, Leavenworth, Chelan County, Washington (the "Project"); and,
2. The City desires to construct a portion of new watermain through the Project area.
3. The City and Link desire to cooperate in the design and construction of each agency's planned improvements, thus creating design, bidding, construction, and administrative efficiencies that provides a greater value to taxpayers.
4. The City and Link enter into this interlocal cooperation agreement under the authority of Chapter 39.34 RCW to provide for the joint and cooperative exercise of their powers, privileges, and authorities to improve and maintain roads.

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

**1. Purpose.** The purpose of this Agreement is to provide for the design and construction of the City's water main in the Project concurrent with other construction improvements.

**2. Scope of Work.** A Scope of Work for the design, bidding, and construction services of the City's water main is set forth in Exhibit A. This Scope of Work is anticipated to be supplemented

after the project bid opening has been completed to include actual construction costs for the City's portion of the Project.

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

3.1 Approve 100% Plans, Specifications and Estimate (PS&E) package and Contract for bid advertisement. Link shall be identified as the "owner" in the Contract.

3.2 Provide for and make reimbursement of any and all incurred by Link associated with the design and construction of the City's watermain improvements, including:

- (a) Design services;
- (b) Permit preparation, review, and submittal;
- (c) WSDOT coordination;
- (d) Construction of all of the City's related improvements as part of the Contract;
- (e) Processing of change orders requested by the City; and
- (f) All City work described in approved PS&E and Contract package.

3.3 Be responsible for its staff coordination with Link and Link's consultant.

**4. Link's Obligations.** Link shall:

4.1 Administer the design portion of the City's watermain improvements, including

- (a) Coordinating with Link's design consultant;
- (b) Incorporating City's design standards;
- (c) Incorporating City's review comments;
- (d) Facilitating all project permitting;
- (e) Facilitating all WSDOT-related permitting and review; and
- (f) Delivering 60% and 90% plan sets for City review.

4.2 Incorporate the engineering design and specifications for the City's improvements in Link's construction plans for the Project.

4.3 Administer the bidding and contract award for the Project, including:

- (a) Preparing bid documents to require that costs associated with the City's portion of the Project be separately itemized in the bid submittal;
- (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.

4.4 Administer the construction contract, 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) Inspection of all Project work;
- (d) Communicating with the contractor;
- (e) Disbursement of payments to the Project contractor; and

- (f) Administration of change orders, although the City shall have final authority for review and approval of any change order that affects the City's improvements; and
- (g) Contract closeout.

4.5 Provide construction observation, documentation, material testing, and field-testing services, for the construction of the City's improvements.

4.6 Be responsible for the administration, management, and budget for this Project. 4.7 Link agrees that the City reserves the right to inspect and approve all work done on

the City's portion of the project prior to the City being obligated to pay Link its costs for such work.

**5. Unexpected Changes.** Link and the City recognize that unanticipated or unexpected changes to the project plans may be necessary as the project develops. Link 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. Link 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 Link or the City.

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

**7. Payment by the City to Link.** The City shall pay Link for the City's related portion of the project. The City shall pay Link 100% of the amount of the actual cost to construct the items shown in the City's portion of the bid schedule, including Washington State Sales Tax. In the event a change order requested by the City related specifically to work of benefit to the City only occurs, the City shall pay all of the costs of any such change order. The City shall make periodic progress payments to Link. 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 Link to the City, provided the request is supported by adequate information of work completion.

**8. Records.** Link shall keep and maintain accurate and complete cost records pertaining to the Project and this Agreement. The City 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 City in the implementation of this Agreement shall be the property of the City, which shall have the responsibility of the retention and release of those materials. In the event of any public record requests City and Link shall cooperate in responding to such requests.

**9. Mutual Indemnity.** The City shall indemnify, defend and hold harmless Link, 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 City's portion of the Project.

Link 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 Link, its officers, agents and employees, in connection with the work described in this agreement, or arising out of Link's non-observance or non-performance of any law, ordinance or regulation applicable to the City'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.

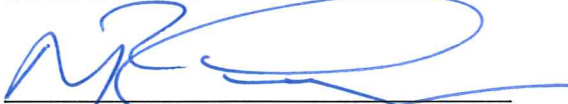
**11. Construction.** This agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

**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, Chelan County, Washington.

INWITNESS WHEREOF, the parties hereto have executed this Agreement on this 14th day of March, 2023.

LINK TRANSIT

  
\_\_\_\_\_  
Nick Covey, Chief of Staff/Financial  
Manager

CITY OF LEAVENWORTH

  
\_\_\_\_\_  
Carl Florea, Mayor

Attest:

  
\_\_\_\_\_  
Andrea Fischer, City Clerk

**EXHIBIT A**  
**Scope of Work and Associated Fee for Design and Construction**  
**Services**

**Task Authorization No. 7**  
**Link Transit**  
**General Engineering Services**  
**Roundabout City of Leavenworth Water Main**  
March 2023  
RH2 Project No. LT 210145.07

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In accordance with our Professional Services Agreement for General Engineering Services, dated March 1, 2021, this Task Authorization outlines the Scope of Work for the Roundabout City of Leavenworth (City) Water Main Project that includes the coordination and design to include a transmission water main in the current roundabout plans anticipated to be constructed in the summer of 2023. The work will be performed and invoiced in compliance with the terms and conditions listed in the governing Agreement and any issued Contract Amendments.

Services outlined herein will be incorporated into the Link Transit Icicle Road Roundabout project currently in design with RH2.

**Scope of Work**

**Task 1 – Agency Coordination**

**Objective:** Coordinate with the Washington State Department of Transportation (WSDOT) and complete a Utility Accommodation Application (UAA) Permit to install the water main within the current WSDOT US Highway 2 (US2) right-of-way (ROW).

**Approach:**

1.1 Prepare the UAA Permit for submittal, including the following:

- a) Complete project information fields in the UAA Permit. *It is assumed that the City will fill in billing information and signatory fields and submit the final permit to WSDOT.*
- b) Complete the WSDOT Utility Facility Description spreadsheet.
- c) Provide plan sheets of proposed water main improvements.
- d) Obtain WSDOT archived ROW plans for US2 project location and place proposed water main design onto associated WSDOT ROW plans.

1.2 Attend up to two (2) virtual meetings with WSDOT and the City to discuss the water main project and application.

**Assumptions:**

- *A UAA Permit is the only necessary WSDOT required document for this project. The longitudinal run is assumed to be less than 300 feet, which results in a UAA Permit and not a Utility Franchise agreement.*
- *The City will act as the Authorized Signatory, provide billing information for the WSDOT permit, and submit the final permit to WSDOT.*
- *Although open cuts are against WSDOT policy, due to this project being proposed during the roundabout construction, there will be no additional documentation necessary and the*

*roundabout traffic control plans and water main design plans will suffice for a traditional open cut installation.*

**Provided by Link/City:**

- Contact personnel information to list as the signatory on the UAA Permit.
- Submittal of the final UAA Permit and payment of associated fees.

**RH2 Deliverables:**

- Attendance at two (2) virtual meetings.
- Completed UAA Permit.

**Task 2 – Water Main Design**

**Objective:** Provide approximately 350 feet of total water main design within the Icicle Road and US2 highway corridor as a future pipeline for connection to the transmission main project.

**Approach:**

- 2.1 Prepare the preliminary design for the water main and appurtenances.
- 2.2 Perform two (2) site visits to review the design locations of the proposed facilities.
- 2.3 Prepare a cover sheet. Prepare detail sheets using City standard details.
- 2.4 Submit preliminary plans to the City for review and comment.
- 2.5 Attend one (1) review meeting with the City.
- 2.6 Provide in-house quality assurance and quality control review.
- 2.7 Revise plans based on review comments.

**Assumptions:**

- *The water main will not be connected to the existing water main located behind the Icicle Quick Stop gas station and instead will be drained and capped on either end as a future pipeline.*

**Provided by Link/City:**

- Start and end locations of the water main and general routing based on anticipated transmission main corridor.
- Timely review comments on preliminary plans and attendance at all review meetings.

**RH2 Deliverables:**

- Four (4) sets of half-size preliminary review plans (3 sheets each): two (2) for the City; one (1) for RH2; and one (1) for WSDOT.
- Attendance at City review meetings.

**Task 3 – Construction Contract Documents, Special Provisions, and Bid Documents**

**Objective:** Prepare construction contract documents, special provisions, and bid documents for City review. Prepare project cost estimate.

**Approach:**

- 3.1 Prepare draft construction contract documents. Submit to the City for review.
- 3.2 Prepare draft special provisions in WSDOT format. Submit to the City for review.
- 3.3 Revise construction contract documents and special provisions per City review comments.
- 3.4 Prepare Engineer’s opinion of probable construction costs (OPCC).

**Provided by Link/City:**

- Timely review comments on draft construction contract documents and special provisions.

**RH2 Deliverables:**

- One (1) set of construction contract and special provisions for review in electronic PDF.
- One (1) set of OPCC in electronic PDF.


**Project Schedule**

RH2 anticipates design and permit submittal to be authorized by March 21, 2023 and bid-ready documents are anticipated to be completed by June 2023.

**Fee for Services**

The fee for services shall be on a time and expense basis and shall not exceed \$11,500.00 as shown on the attached Exhibit A, Fee Estimate and Exhibit B, 2023 Schedule of Rates and Charges without prior written authorization of Link Transit.

**RH2 Engineering, Inc.**

  
 \_\_\_\_\_  
 Signature

Richard L. Ballard, Director  
 \_\_\_\_\_  
 Print Name/Title

2/28/2023  
 \_\_\_\_\_  
 Date

**Link Transit**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name/Title

\_\_\_\_\_  
 Date



**EXHIBIT A**

Fee Estimate

Task Authorization No. 7

Link Transit

General Engineering Services

Roundabout City of Leavenworth Water Main

Mar-23

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Agency Coordination	13	\$ 2,626	\$ 251	\$ 2,877
Task 2	Water Main Design	25	\$ 5,244	\$ 607	\$ 5,851
Task 3	Construction Contract Documents, Special Provisions, and Bid Documents	14	\$ 2,650	\$ 122	\$ 2,772
<b>PROJECT TOTAL</b>		<b>52</b>	<b>\$ 10,520</b>	<b>\$ 980</b>	<b>\$ 11,500</b>

<b>EXHIBIT B</b>		
<b>RH2 ENGINEERING, INC.</b>		
<b>2023 SCHEDULE OF RATES AND CHARGES</b>		
<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$159	\$/hr
Professional II	\$174	\$/hr
Professional III	\$193	\$/hr
Professional IV	\$213	\$/hr
Professional V	\$226	\$/hr
Professional VI	\$244	\$/hr
Professional VII	\$257	\$/hr
Professional VIII	\$268	\$/hr
Professional IX	\$268	\$/hr
Technician I	\$123	\$/hr
Technician II	\$135	\$/hr
Technician III	\$152	\$/hr
Technician IV	\$166	\$/hr
Technician V	\$182	\$/hr
Technician VI	\$199	\$/hr
Technician VII	\$216	\$/hr
Technician VIII	\$226	\$/hr
Administrative I	\$82	\$/hr
Administrative II	\$96	\$/hr
Administrative III	\$112	\$/hr
Administrative IV	\$134	\$/hr
Administrative V	\$158	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.