

Return Name & Address

City of East Wenatchee
c/o Laura Leon, City Clerk
271 9th St. NE
East Wenatchee, WA 98802

Please print neatly or type information

* Re-Record to attach signature page to reflect current year signed.

Document Title(s)

Interlocal Agreement

Reference Number(s) of related documents:

Additional Reference #'s on page _____

3260506

Grantor(s) (Last, First, and Middle Initial)

Additional Grantors on Page _____

City of East Wenatchee

Link Transit

Grantee(s) (Last, First, and Middle Initial)

Additional Grantees on Page _____

City of East Wenatchee

Link Transit

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Interlocal Cooperation Agreement between City of East Wenatchee and Link Transit for Park and Ride upgrades and an intersection improvement project on 3rd Street SE and Rock Island Road

Assessor's Property Tax Parcel/Account Number Additional Parcel #'s on page _____ Additional legal on page _____

40300003103

The auditor/Recorder will rely on the information provided in this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

*I am requesting an **emergency nonstandard recording** for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

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 Link'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.

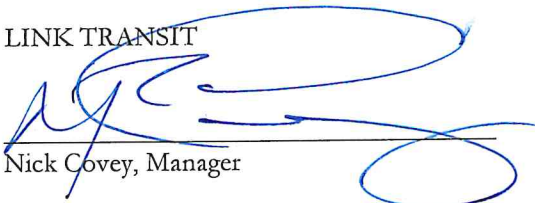
11. Construction. This agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

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 7th day of February, 2023.

LINK TRANSIT



Nick Covey, Manager

CITY OF EAST WENATCHEE



Jerrilea Crawford, Mayor

Attest:



Anna Laura Leon, City Clerk

Filed for and Return to:
Anna 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 Park and Ride Upgrades and Intersection Improvements on 3rd St SE & Rock Island Road

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:

40300003101

Filed with the Auditor pursuant to RCW 39.34.040

Interlocal Cooperation Agreement Between the City of East Wenatchee and Link Transit for Park and Ride Upgrades and an Intersection Improvement Project on 3rd Street SE & Rock Island Road

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 EAST WENATCHEE (the "City"), collectively referred to as the "Parties."

RECITALS:

1. The City is engaged in an intersection improvement project involving 3rd Street SE & Rock Island Road, East Wenatchee, Douglas County, Washington (the "Project"); and,
2. In order to continue enhancing services offered, Link desires to upgrade the adjacent Park and Ride with a new bus shelter, infrastructure to facilitate future electric bus and vehicle charging, and a future rest stop for Link employees.
3. The City and Link desire to cooperate in the construction of each agencies planned improvements, thus creating construction and administrative efficiencies that provides a greater value to taxpayers.

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 construction the Park and Ride improvements in the Project concurrent with other construction improvements.

2. Scope of Work. A cost estimate containing a list of construction bid items associated with the Park and Ride improvements is set forth in Schedule C of Exhibit A.

3. Link's Obligations. Link shall:

- 3.1 Provide design services for the Link's portion of the work and coordinate with the City's consulting engineer to incorporate the design into the Project's bid documents.
- 3.2 Review the engineering design on plan and profile sheets provided by the City's consultant.
- 3.3 Review Special Provisions of the bid documents for Link's facilities within the Project, also to be furnished by the City's consultant.
- 3.4 Approve 100% Plans, Specifications and Estimate (PS & E) package for bid advertisement.
- 3.5 Provide any additional field engineering, including survey control and construction staking for the construction of Link's improvements, except for services that are provided for by the contractor in the contract.
- 3.6 Provide construction observation, material testing, and field-testing services, for the construction of Link's improvements.
- 3.7 Provide for reimbursement of any and all costs approved by Link and incurred by the City associated with the construction of Link's improvements, including:
 - (a) Construction of all of Link's related improvements,
 - (b) Processing of change orders requested by Link.
 - (c) All Link work described in approved PS&E package. Associated costs are described in Schedule C of Exhibit A.
- 3.8 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 Link's improvements in 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 to require that costs associated with Link'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.
- 4.3 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) Disbursement of payments to the roadway contractor; and
- (d) Administration of change orders, although Link shall have final authority for review and approval of any change order that affects the Link's improvements; and
- (e) Contract closeout.

4.4 Be responsible for the administration, management, and budget for this Project.

4.5 The City agrees that Link reserves the right to inspect and approve all work done on Link's portion of the project prior to Link being obligated to pay the City 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 Douglas County Auditor pursuant to RCW 39.34.040. This agreement will terminate when the Project is completed and when the final payment for Link's portion of the Project is received by the City from Link.

7. Payment by Link to City. Link shall pay the City for the Link's related portion of the project. As set forth in Exhibit A, Link shall pay the City 100% of the amount of the actual cost to construct the items shown in Link's portion of the bid schedule, including Washington State Sales Tax. In the event a change order requested by Link related specifically to work of benefit to Link only occurs, Link shall pay all of the costs of any such change order. Link 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 Link.

8. Records. The City shall keep and maintain accurate and complete cost records pertaining to the Project and this Agreement. Link 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 Link in the implementation of this Agreement shall be the property of Link, which shall have the responsibility of the retention and release of those materials.

9. Mutual Indemnity. 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 Link's portion of the Project.

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 Link's portion of the Project.

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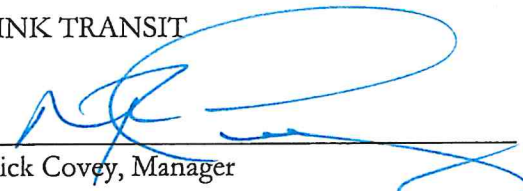
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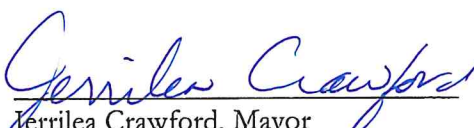
INWITNESS WHEREOF, the parties hereto have executed this Agreement on this 7 day of FEBRUARY, 2022.

LINK TRANSIT



Nick Covey, Manager

CITY OF EAST WENATCHEE



Jerrilea Crawford, Mayor

Attest:



Anna Laura Leon, City Clerk

EXHIBIT A – Cost Estimate

See attached Bid Tabulations.

Exhibit A

Project: 3rd Street SE & Rock Island Road Intersection Improvements

Bid Item No.	Bid Item Description	Unit	Quantity	Engineer's Estimate		Selland	
				Unit Price	Amount	Unit Price	Amount
A-1	Roadway Surveying	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00
A-2	ADA Features Surveying	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 100.00	\$ 100.00
A-3	Record Drawings (Minimum Bid \$1,000)	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
A-4	Mobilization	LS	1	\$ 57,100.00	\$ 57,100.00	\$ 60,000.00	\$ 60,000.00
A-5	Project Temporary Traffic Control	LS	1	\$ 106,000.00	\$ 106,000.00	\$ 64,500.00	\$ 64,500.00
A-6	Clearing and Grubbing	LS	1	\$ 500.00	\$ 500.00	\$ 0.01	\$ 0.01
A-7	Removal of Structures and Obstructions	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00
A-8	Roadway Excavation Incl. Haul	CY	170	\$ 90.00	\$ 15,300.00	\$ 60.00	\$ 10,200.00
A-9	Crushed Surfacing Base Course	TON	160	\$ 75.00	\$ 12,000.00	\$ 37.00	\$ 5,920.00
A-10	Crushed Surfacing Top Course	TON	60	\$ 100.00	\$ 6,000.00	\$ 65.00	\$ 3,900.00
A-11	HMA Cl. 1/2" PG 64H-28	TON	80	\$ 180.00	\$ 14,400.00	\$ 325.00	\$ 26,000.00
A-12	Adjust Catch Basin	EA	1	\$ 500.00	\$ 500.00	\$ 350.00	\$ 350.00
A-13	Adjust Manhole	EA	1	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00
A-14	Erosion Control and Water Pollution Prevention	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 0.01	\$ 0.01
A-15	Property Restoration	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 1,000.00	\$ 1,000.00
A-16	Cement Conc. Traffic Curb and Gutter	LF	272	\$ 60.00	\$ 16,320.00	\$ 40.00	\$ 10,880.00
A-17	Cement Conc. Pedestrian Curb	LF	146	\$ 60.00	\$ 8,760.00	\$ 43.00	\$ 6,278.00
A-18	Cement Conc. Sidewalk	SY	83	\$ 90.00	\$ 7,470.00	\$ 115.00	\$ 9,545.00
A-19	Cement Conc. Curb Ramp Type Parallel A	SY	107	\$ 275.00	\$ 29,425.00	\$ 300.00	\$ 32,100.00
A-20	Cement Conc. Curb Ramp Type Parallel B	SY	8	\$ 275.00	\$ 2,200.00	\$ 350.00	\$ 2,800.00
A-21	Traffic Signal System - 3rd Street SE and Rock Island Road	LS	1	\$ 282,000.00	\$ 282,000.00	\$ 325,000.00	\$ 325,000.00
A-22	Permanent Signing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00
A-23	Paint Line	LF	2,218	\$ 1.00	\$ 2,218.00	\$ 0.35	\$ 776.30
A-24	Painted Wide Line	LF	445	\$ 2.00	\$ 890.00	\$ 1.20	\$ 534.00
A-25	Plastic Line	LF	204	\$ 8.00	\$ 1,632.00	\$ 5.75	\$ 1,173.00
A-26	Plastic Stop Line	LF	103	\$ 15.00	\$ 1,545.00	\$ 23.50	\$ 2,420.50
A-27	Plastic Crosswalk Line	SF	560	\$ 12.00	\$ 6,720.00	\$ 16.00	\$ 8,960.00
A-28	Plastic Traffic Arrow	EA	10	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00
A-29	Painted Bicycle Lane Symbol	EA	1	\$ 500.00	\$ 500.00	\$ 180.00	\$ 180.00
A-30	Removing Paint Line	LF	348	\$ 3.00	\$ 1,044.00	\$ 5.50	\$ 1,914.00
A-31	Removing Plastic Traffic Marking	EA	7	\$ 250.00	\$ 1,750.00	\$ 475.00	\$ 3,325.00
A-32	Bike Crossing	SF	560	\$ 25.00	\$ 14,000.00	\$ 15.75	\$ 8,820.00
B-1	Mobilization	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 10,000.00	\$ 10,000.00
B-2	Project Temporary Traffic Control	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00
B-3	HMA Cl. 1/2" PG 64H-28	TON	180	\$ 180.00	\$ 32,400.00	\$ 170.00	\$ 30,600.00
B-4	Planing Bituminous Pavement	SY	1,397	\$ 8.00	\$ 11,176.00	\$ 8.00	\$ 11,176.00
C-1	Mobilization	LS	1	\$ 44,000.00	\$ 44,000.00	\$ 27,000.00	\$ 27,000.00
C-2	Removal of Structures and Obstructions	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00
C-3	Corrugated Polyethylene Storm Sewer Pipe 24 In. Diam.	LF	62	\$ 250.00	\$ 15,500.00	\$ 90.00	\$ 5,580.00
C-4	Catch Basin Type 2 48 In. Diam.	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
C-5	Connection to Existing 24 In. Diam. Stormwater Piping	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 550.00	\$ 1,100.00
C-6	HDPE Service Pipe 2 In. Diam.	EA	105	\$ 20.00	\$ 2,100.00	\$ 28.00	\$ 2,940.00
C-7	Service Connection 2 In. Diam.	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
C-8	Sewer Cleanout	EA	1	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00
C-9	PVC Sanitary Sewer Pipe 6 In. Diam.	LF	30	\$ 200.00	\$ 6,000.00	\$ 165.00	\$ 4,950.00
C-10	HDPE Sewer Force-main - 1.5 In.	LF	192	\$ 50.00	\$ 9,600.00	\$ 9.00	\$ 1,728.00
C-11	Grinder Pump Vault	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 42,000.00	\$ 42,000.00
C-12	Connection to Existing	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00
C-13	Crushed Surfacing Base Course	TON	1,000	\$ 45.00	\$ 45,000.00	\$ 30.00	\$ 30,000.00
C-14	Crushed Surfacing Top Course	TON	430	\$ 60.00	\$ 25,800.00	\$ 50.00	\$ 21,500.00
C-15	Commercial HMA	TON	300	\$ 200.00	\$ 60,000.00	\$ 170.00	\$ 51,000.00
C-16	Roadway Excavation Incl. Haul	CY	1,050	\$ 50.00	\$ 52,500.00	\$ 18.00	\$ 18,900.00
C-17	Embankment Compaction	CY	60	\$ 10.00	\$ 600.00	\$ 0.01	\$ 0.60
C-18	Erosion Control and Water Pollution Prevention	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 0.01	\$ 0.01
C-19	Irrigation System	LS	1	\$ 9,300.00	\$ 9,300.00	\$ 17,000.00	\$ 17,000.00
C-20	Inlet Protection	EA	3	\$ 100.00	\$ 300.00	\$ 50.00	\$ 150.00
C-21	Silt Fence	LF	120	\$ 5.00	\$ 600.00	\$ 4.50	\$ 540.00
C-22	Landscaping	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 22,500.00	\$ 22,500.00
C-23	Cement Conc. Traffic Curb and Gutter	LF	720	\$ 50.00	\$ 36,000.00	\$ 42.00	\$ 30,240.00
C-24	Cement Conc. Traffic Curb	LF	110	\$ 50.00	\$ 5,500.00	\$ 45.00	\$ 4,950.00
C-25	Painted Stop Line	LF	23	\$ 20.00	\$ 460.00	\$ 4.75	\$ 109.25
C-26	Painted Crosswalk Line	SF	160	\$ 5.00	\$ 800.00	\$ 3.10	\$ 496.00
C-27	Painted Access Parking Space Symbol with Background	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 58.00	\$ 58.00
C-28	Paint Line	LF	660	\$ 2.00	\$ 1,320.00	\$ 0.90	\$ 594.00
C-29	Painted Traffic Arrow	EA	3	\$ 150.00	\$ 450.00	\$ 47.00	\$ 141.00
C-30	Painted Traffic Letter	EA	7	\$ 50.00	\$ 350.00	\$ 47.00	\$ 329.00
C-31	Electrical System	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 95,000.00	\$ 95,000.00
C-32	Project Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
C-33	Permanent Signing	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 1,400.00	\$ 1,400.00
C-34	Cement Conc. Curb Ramp Type Parallel A	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00
C-35	Cement Conc. Curb Ramp Type Parallel B	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00
C-36	Cement Conc. Curb Ramp Type Perpendicular A	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00
C-37	Cement Conc. Curb Ramp Type Perpendicular B	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 4,500.00	\$ 13,500.00
C-38	Cement Conc. Sidewalk	SY	200	\$ 100.00	\$ 20,000.00	\$ 95.00	\$ 19,000.00
C-39	Adjust Manhole	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00
C-40	Roadway Surveying	LS	1	\$ 8,300.00	\$ 8,300.00	\$ 1,000.00	\$ 1,000.00
C-41	Wheel Stop	EA	7	\$ 750.00	\$ 5,250.00	\$ 115.00	\$ 805.00
C-42	Shoring or Extra Excavation Class B	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 0.01	\$ 0.01
C-43	Record Drawings	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00
C-44	Unknown Utility Repair	DOL	5,000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
C-45	Roadside Cleanup	DOL	5,000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
Subtotal Schedule C					\$ 620,430.00		\$ 461,210.87
Sales Tax Schedule C (8.4%)					\$ 52,116.12		\$ 38,741.71
Total Schedule A					\$ 627,274.00		\$ 610,475.82
Total Schedule B					\$ 57,876.00		\$ 66,776.00
Total Schedule C					\$ 672,546.12		\$ 499,952.58
Total All Schedules				Total	\$ 1,357,696.12	Total	\$ 1,177,204.40

Transportation Benefit District

Project List and Schedule

Year	Project Name	From	To	2023 Cost Estimate	Construction Year Cost	Annual Program Cost
2023	Pavement Ratings	NA	NA	\$ 15,000	\$ 15,000	
2023	SRTS - 5th Street NE	Various	Various	\$ 450,000	\$ 450,000	
2023	NHFP - Grant Road	Valley Mall	N Georgia Ave	\$ 100,000	\$ 100,000	
2023	TIB - Rock Island Road	Grant Road	McGee St SE	\$ 50,000	\$ 50,000	\$ 615,000
2024	Parkroy Place	S Iowa Ave	S Jarvis Ave	\$ 120,000	\$ 124,800	
2024	Dale St SE	S Iowa Ave	S Kansas Ave	\$ 200,000	\$ 208,000	
2024	S Kansas Ave	2nd St SE	3 rd St SE	\$ 61,000	\$ 63,440	\$ 396,240
2025	N Ashland Ave	13th St NE	15th St NE	\$ 75,000	\$ 81,120	
2025	14 th St NE	Arbor Terrace	N Baker Ave	\$ 165,000	\$ 178,464	
2025	N Aurora Ave	14th St NE	15th St NE	\$ 78,000	\$ 84,365	\$ 343,949
2026	S Jarvis Ave	1st St SE	2nd St SE	\$ 84,000	\$ 94,489	
2026	2nd St SE	S Jarvis Ave	S Keller Ave	\$ 225,000	\$ 253,094	\$ 347,583
2027	Citywide Overlays	Various	Various	\$ 400,000	\$ 467,943	\$ 467,943
2028	Citywide Overlays	Various	Various	\$ 400,000	\$ 486,661	\$ 486,661
					Total: \$	1,702,772