

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICE AGREEMENT ("Agreement") is hereby entered into this date by and between the CITY OF WENATCHEE (the "City"), and LINK TRANSIT ("Link"), sometimes collectively referred to as the "Parties."

WHEREAS, the City is engaged in a road improvement project involving Maple Street, Wenatchee, Chelan County, Washington (the "Project"); and,

WHEREAS, Link desires to install a bus shelter (the "Work") in the Project area adjacent to new sidewalk construction; and,

WHEREAS, the City and Link have worked together through the design phase on the Project; and,

WHEREAS, the City and Link desire to cooperate during the construction of the Project;

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

1. **Purpose.** The purpose of this Agreement is to include the Work in the Project concurrent with other construction improvements.
2. **Scope of Work.** The scope of the Work associated is set out in Exhibits A and B, which are attached hereto and incorporated herein by this reference. The general description of the improvements is set forth in Exhibit A. A cost estimate containing a preliminary list of bid items associated with the Work is set forth in Exhibit B.
3. **Link's Obligations.** Link shall:
 - 3.1. Provide and assume all liability for the design and specifications for the improvements being included within the Project.
 - 3.2. Provide for reimbursement of any and all costs incurred by the City associated or in any way having to do with the construction and processing of construction partial pay estimates for the improvements within the Project.
4. **City's Obligations.** The City shall:
 - 4.1. Administer the bidding and contract award for the Project, including:
 - a.) Preparing bid documents to require that costs associated with the Work be separately itemized in the bid submittal;

- b.) Advertising for construction bids;
- c.) Prequalification of contractors; and
- d.) Awarding of the construction contract.

- 4.2. Subject to the provisions of this agreement administer the construction contract, including:
- a.) Scheduling the construction work;
 - b.) Disbursement of payments to the roadway contractor (subject to Link's approval in advance); and
 - c.) Administration of change orders (subject to Link's approval in advance).

4.3. Provide field engineering, including survey control and construction staking.

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

5. 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 upon the completion of the Project, and the final payment for the Work is received by the City from Link.

6. Cost. The costs associated with the Work shall be determined by the line item for that portion of the Project set out in the lowest responsible bid for the entire Project accepted by the City, plus a pro rata amount of the engineering and mobilization costs, plus any other costs incurred by the City attributable to the Work (the "Total Cost"). The Total Costs shall be adjusted to reflect any change orders, or the portion thereof, attributable to any change in the Work. Link shall reimburse the City an amount equal to the Total Cost, as adjusted for change orders as set forth herein. A cost estimate prepared by the consultant for the Work is attached hereto as Exhibit B and incorporated herein by the reference. This estimate is for informational purposes only and is not binding on the Parties. Link shall make periodic progress payments to the City. Each progress payment and the final payment are due within 20 days of the date the payment request is mailed by the City to Link. Any payment past due shall accrue interest at the rate of 12 percent per annum until the entire outstanding balance of past due principal and interest is paid.

7. Records. The City shall keep and maintain accurate and complete cost records pertaining to the Project and the 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.

- 8. 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 the Work.

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 Work.

- 9. 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.

- 10. Attorney's Fees.** In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this agreement, such enforcing party shall be entitled to compensation for its reasonable attorneys' fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

- 11. Construction.** This agreement contains the entire agreement between the Parties with respect to the subject matter hereof and superseded 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.

APPROVED BY
THE CITY OF WENATCHEE

APPROVED BY
LINK TRANSIT

this 17 day of MAY, 2004.

this 6th day of May,

By: Dennis Johnson

By: Richard DeRock

Name: DENNIS JOHNSON

Name: Richard DeRock

Title: MAYOR

Title: General Manager

Attest:

Attest:

Wicki Reister
City Clerk

EXHIBIT A
DESCRIPTION OF IMPROVEMENTS

CITY OF WENATCHEE
MAPLE STREET ROADWAY IMPROVEMENTS

The project includes the installation of a bus stop footing at approximate Station 32+00-right as shown in the Plans.

**EXHIBIT B
COST OF IMPROVEMENTS**

**CITY OF WENATCHEE
MAPLE STREET ROADWAY IMPROVEMENTS**

ITEM NO.	ESTIMATED QUANTITY	UNIT	ITEM	UNIT PRICE	TOTAL BID PRICE	BUS SHELTER INSTALLATION	
1	1	L.S.	MOBILIZATION BUS SHELTER PAD AND	\$90,000.00	\$90,000.00	\$180.00	(.2% of Total Bid Price)
75	1	L.F.	FOOTING	\$2,500.00	\$2,500.00	<u>\$2,500.00</u>	
			Award Amount - Subtotal			<u>\$2,680.00</u>	
			Sales Tax Engineering Estimate			\$0.00	(0% of Subtotal)
						<u>\$762.00</u>	
			Total Estimated Link Funds			\$3,442.00	



City of Wenatchee

Memo RE Interlocal Agreement.DOC

DEPARTMENT OF PUBLIC WORKS INTEROFFICE MEMORANDUM

TO: Dennis Johnson
CC: Rich Brinkman
FROM: *McG*
Don McGahuey
DATE: May 14, 2004
RE: Maple Street Improvement Project
Interlocal Agreement with Link

I have enclosed an Interlocal Agreement that Link has executed. This is for some minor work involving a concrete footing for a bus stop across the street from the Senior Center.

Steve Smith concurs that this is a minor issue and does not need to come before the City Council.

A similar agreement is forthcoming regarding some minor trench and conduit work that we will do for the PUD.

If you concur, please sign the enclosed agreement and return to my office. Thanks.

Enclosure