

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 Safe Routes to School Projects (2019-08) and N Kentucky Ave Improvements
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
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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 Safe Routes to School Project and N Kentucky 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 a road improvement project involving 5th Street NE, East Wenatchee, Douglas County, Washington (the "Project"); and,
2. The City has also been awarded funds to begin Design and Right of Way acquisition on Phase 1 of a North Kentucky Ave corridor improvement project; and,
3. Link Transit has expressed an interest in relocating transit stops on 5th Street NE to more suitable locations that offer more safety and ADA accessibility to riders;
4. Link has also expressed an interest in participating in the design work to be done on North Kentuck Ave.; and,
5. 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,
6. 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 \$100,000 to facilitate the improvements on 5th Street NE for the benefit of Link and its riders, and to fund certain Transit design elements on the N Kentucky Ave Project. On 5th Street NE the City shall implement the improvements sketched in Exhibit A, or similar as approved by Link Transit representatives. The lump sum amount will also fund improvements immediately adjacent to transit stops that increase their safety and accessibility on the 5th Street Project. If the District desires to implement transit improvements on N Kentucky Ave outside of the scope of the City's N Kentucky corridor improvement 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 5th Street Project shown in Exhibit A are needed.
- 3.2 Review the engineering design on plan and profile sheets for the 5th Street Project provided by the City's consultant.
- 3.3 Participate in the City's N Kentucky Ave design process. Necessary items include:
 - (a) Preferred locations of future transit stops
 - (b) Accessibility requirements of transit stops
 - (c) Possible construction contribution for transit related improvements on the N Kentucky corridor. A separate agreement would be established for that work prior to the project going to bid.
- 3.4 Provide 95% (\$95,000) of the lump sum amount to the City for the Link 5th Street work once 5th Street Improvements are completed to the satisfaction of the District. The remaining 5% (\$5,000) will be assessed after N Kentucky Ave has reached a 30% design, and Link representatives are satisfied with the planned transit upgrades.
- 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 5th Street improvements into the City's roadway construction plans for the Project.
- 4.2 Administer the bidding and contract award for the 5th Street 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 5th Street 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 Project.
- 4.5 Include the District in design discussions when evaluating how transit will be accommodated in a future N Kentucky Ave Corridor Project. Key discussion points include transit stop location and accessibility.
- 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 either the 5th Street or Project or the N Kentucky corridor design, and/or 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 \$95,000 once improvements detailed in Exhibit A are completed to the satisfaction of the District. The City shall request the remaining \$5,000 when the plans for N Kentucky Ave reach 30%, or once District representatives are satisfied with the planned transit upgrades. 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.

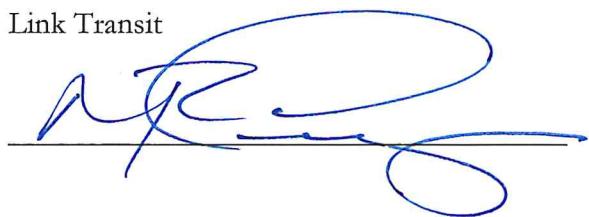
11. Construction. This agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

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
7th day of November, 2023.

Link Transit



CITY OF EAST WENATCHEE


Jerrilea Crawford, Mayor

Attest:


Laura Leon, City Clerk

EXHIBIT A

See attached plan set.

CITY OF EAST WENATCHEE



CONTRACT NO. TA-6786

KENROY ELEMENTARY SAFE ROUTES TO SCHOOL

PROJECT NO. 2019-08 - FEDERAL AID NUMBER SRTS-5906(001)

(SCHEDULE A)

STERLING INTERMEDIATE SAFE ROUTES TO SCHOOL

PROJECT NO. 2019-09 - FEDERAL AID NUMBER SRTS-9909(004)

(SCHEDULE B)

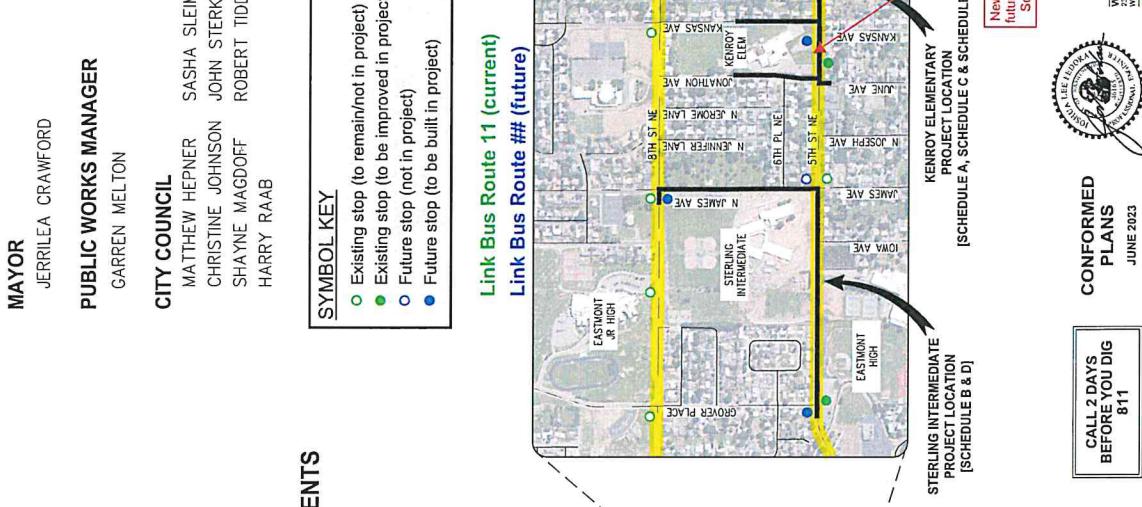
EAST WENATCHEE WATER DISTRICT DOMESTIC WATER IMPROVEMENTS

PROJECT NO. 21-0138-05

(SCHEDULE C)

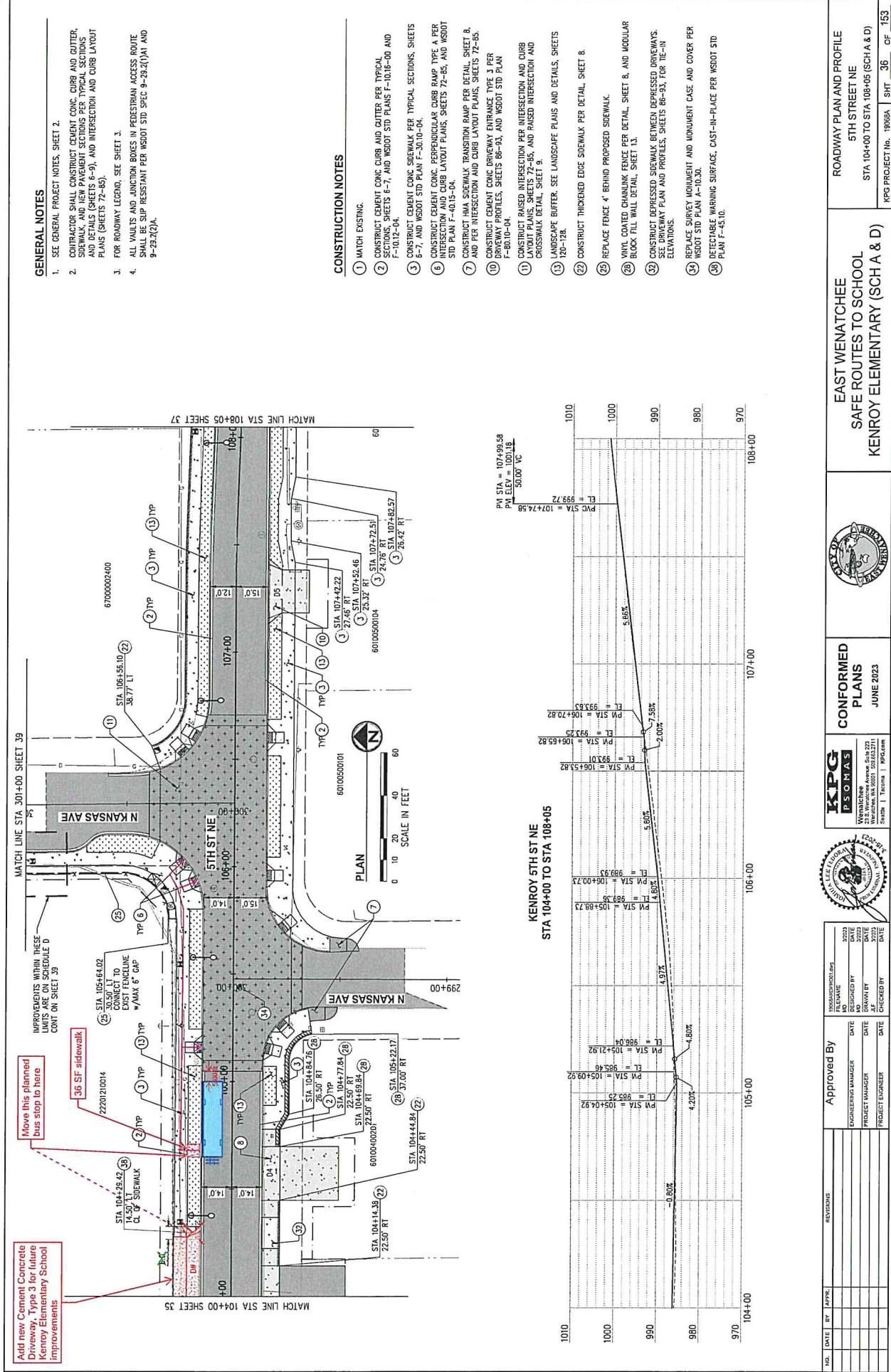
LOCALLY FUNDED IMPROVEMENTS

(SCHEDULE D)



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03-15-2023

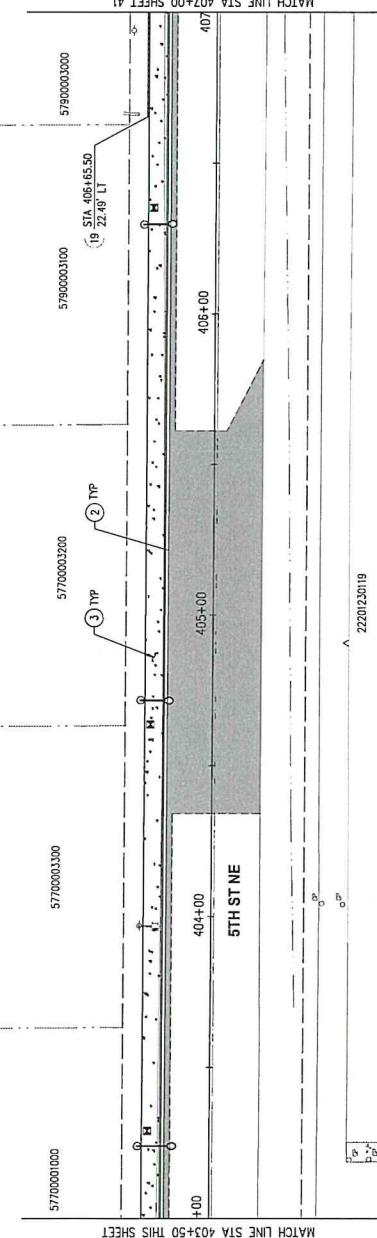
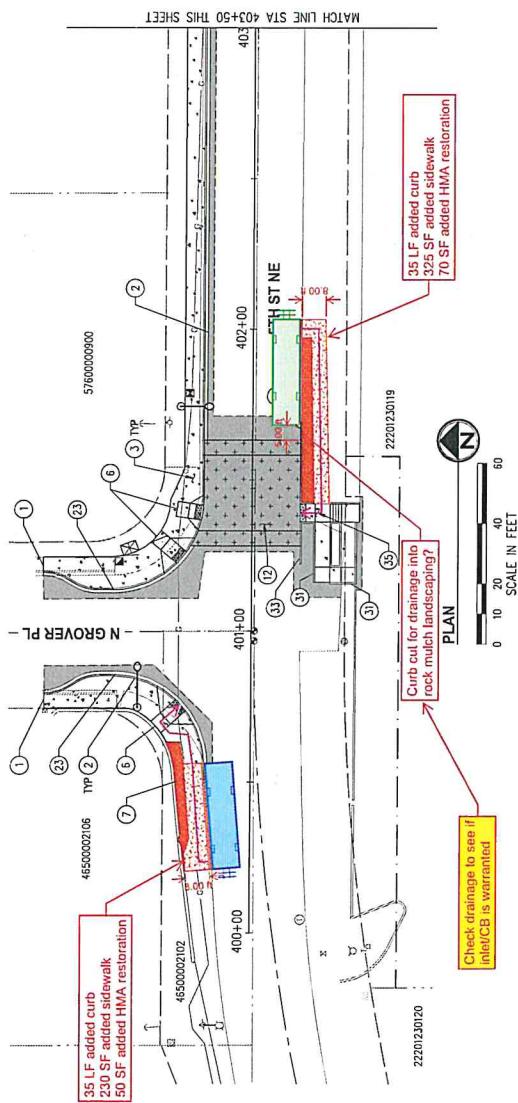


GENERAL NOTES

- SEE GENERAL PROJECT NOTES, SHEET 2.
- CONTRACTOR SHALL CONSTRUCT CEMENT CONG. CURB AND GUTTER, SIDEWALKS, AND NEW PEDESTRIAN BOXES IN PEDESTRIAN ACCESS ROUTE, AND DETAILS (SHEETS 6-9), AND INTERSECTION AND CURB LAYOUT PLANS (SHEETS 7-15).
- FOR ROADWAY LEGEND, SEE SHEET 3.
- ALL VIALTS AND JUNCTION BOXES IN PEDESTRIAN ACCESS ROUTE SHALL BE SUP. RESISTANT PER WSDOT STD SPEC 9-29-2(A) AND 9-73-2(D).

CONSTRUCTION NOTES

- (1) MATCH EXISTING.
- CONSTRUCT CEMENT CONG. CURB AND GUTTER PER TYPICAL SECTION, SHEETS 6-7, AND WSDOT STD PLANS F-10-15-00 AND F-10-12-04.
- CONSTRUCT CEMENT CONC SIDEWALK PER TYPICAL SECTIONS, SHEETS 6-7, AND WSDOT STD PLAN F-30-10-04.
- CONSTRUCT CEMENT CONC. PERPENDICULAR CURB RAMP TYPE A, PER STD PLAN F-40-13-04.
- INTERSECTION AND CURB LAYOUT PLANS, SHEETS 72-65, AND WSDOT STD PLAN F-40-13-04.
- CONSTRUCT HMA SIDEWALK TRANSITION RAMP PER DETAIL SHEET 8, AND PER INTERSECTION AND CURB LAYOUT PLANS, SHEETS 72-85.
- CONSTRUCT RAISED SIDEWALK PER INTERSECTION AND CURB LAYOUT PLANS, SHEETS 72-45, AND RAISED INTERSECTION AND SIDEWALK DEAIL, SHEET 9.
- CONSTRUCT CONCRETE INTEGRAL CURB PER DETAIL SHEET 8, 13, AND WALL PLAN AND PROFILES, SHEETS 14-17.
- CONSTRUCT RAISED SIDEWALK PER INTERSECTION AND CURB LAYOUT PLANS, SHEETS 72-85, FOR DETAILED LAYOUT INFORMATION.
- INSTALL PEDESTRIAN CURB PER WSDOT STD PLAN F-10-12-04.
- CONSTRUCT CONCRETE CURB AND GUTTER TRANSITION PER TYPICAL DETAILS, SHEET 8.
- CONSTRUCT CEMENT CONC. RAMP AND STARS ASSEMBLY PER DETAILS, SHEET 11.



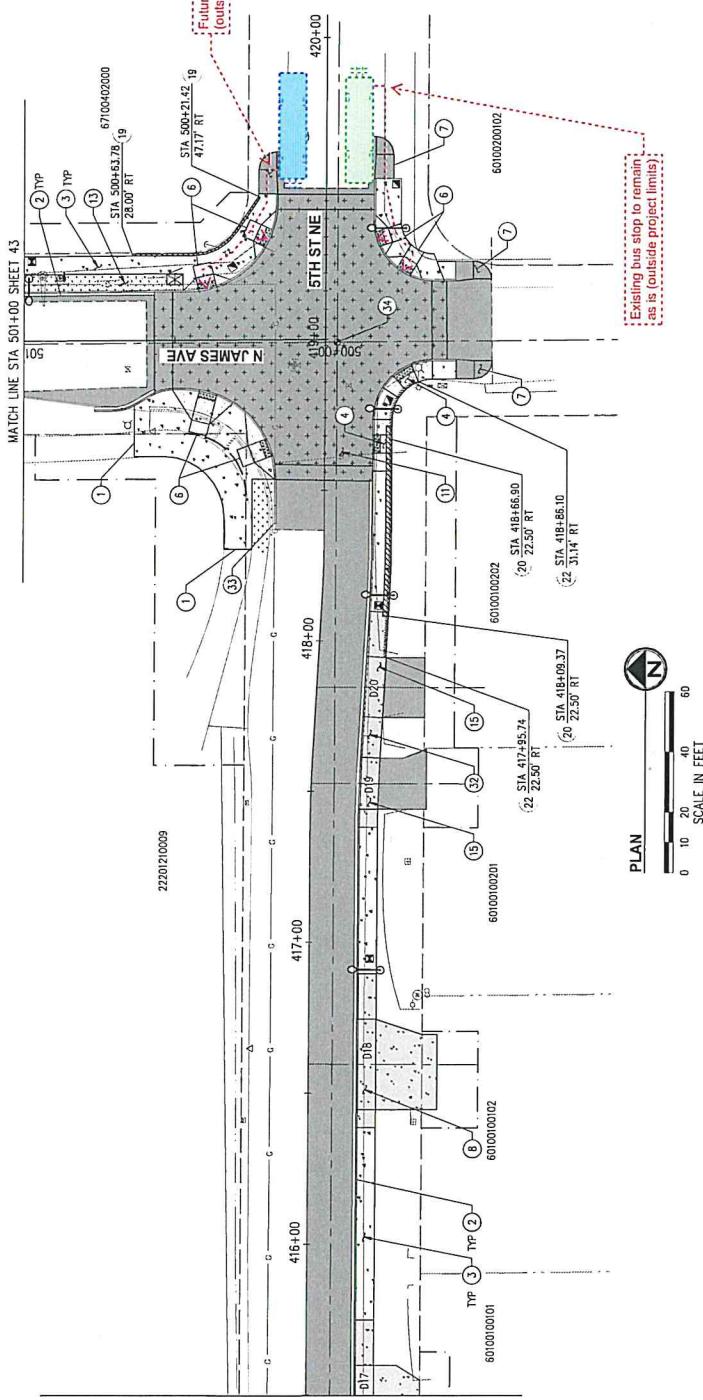
NO.	DATE	BY	APPROVING	REVISIONS	ROADWAY PLANS	
					KPG	PSOMAS
1	10/06/2023		J. DEAN		FILED DATE: 10/06/2023	WENATCHEE AVENUE, Sols 3-23, 73 S. Wenatchee Ave., Ste 200 (1202-1111), Wenatchee, WA 99360
2	10/06/2023		J. DEAN		DRAWN BY: J. DEAN	
3	10/06/2023		J. DEAN		PROJECT MANAGER: J. DEAN	
4	10/06/2023		J. DEAN		PROFESSIONAL ENGINEER: J. DEAN	

ROADWAY PLANS
5TH STREET NE
STA. 400-00 TO STA. 407-00 (SCH B)
KPG PROJECT No. 19068A SHT 40 OF 153

GENERAL NOTES

- SEE GENERAL PROJECT NOTES, SHEET 2.
- CONTRACTOR SHALL CONSTRUCT CEMENT CONG. CURB AND GUTTER, SIDEWALK, AND NEW PAVEMENT SECTIONS PER TYPICAL SECTIONS AND DETAILS (SHEETS 8-9), AND INTERSECTION AND CURB LAYOUT PLANS (SHEETS 72-15).
- FOR ROADWAY LEGEND, SEE SHEET 3.
- ALL VAULTS AND ADUCTION BOXES IN PEDESTRIAN ACCESS ROUTE SHALL BE SLIP RESISTANT PER NSDOT STD SPEC 9-19-21(A) AND 9-19-20(A).

FOR ROADWAY LEGEND, SEE SHEET 3.
ALL VAULTS AND ADUCTION BOXES IN PEDESTRIAN ACCESS ROUTE
SHALL BE SLIP RESISTANT PER NSDOT STD SPEC 9-19-21(A) AND
9-19-20(A).



MATCH LINE STA 415+50 SHEET 41

CONSTRUCTION NOTES

- (1) MATCH EXISTING.
- (2) CONSTRUCT CEMENT CONG. CURB AND GUTTER PER TYPICAL SECTIONS, SHEETS 6-7, AND NSDOT STD PLANS F-10.16-00 AND F-10.12-04.
- (3) CONSTRUCT CEMENT CONG. SIDEWALK PER TYPICAL SECTIONS, SHEETS 8-9, AND NSDOT STD PLAN F-30.10-04.
- (4) CONSTRUCT CEMENT CONG. CURB RAMP TYPE A PER SID PLAN F-10.12-03.
- (5) CONSTRUCT CEMENT CONG. PERPENDICULAR CURB RAMP PER DETAIL SHEET 8, INTERSECTION AND CURB LAYOUT PLANS, SHEETS 72-85, AND NSDOT STD PLAN F-10.15-04.
- (6) CONSTRUCT HMA SIDEWALK TRANSITION RAMP PER DETAIL SHEET 8, AND PER INTERSECTION AND CURB LAYOUT PLANS, SHEETS 72-85.
- (7) CONSTRUCT HMA SIDEWALK ENTRANCE TYPE 1 PER EHA-HM-01.
- (8) CONSTRUCT CEMENT CONG. DRIVEWAY PROFILES, SHEETS 66-93, AND NSDOT STD PLAN F-30.12-04.
- (9) CONSTRUCT RAISED INTERSECTION PER INTERSECTION AND CURB CROSSWALK DETAIL, SHEET 9.
- (10) LANDSCAPE BUFFER, SEE LANDSCAPE PLANS AND DETAILS, SHEETS 120-128.
- (11) CONSTRUCT CEMENT CONG. DRIVEWAY ENTRANCE TYPE 1 MODIFIED (ONE SIDE) PER DRIVEWAY PROFILES, SHEETS 66-93.
- (12) CONSTRUCT DEPRESSED SIDEWALK BETWEEN DEPRESSED DRIVEWAYS, SET DRIVEWAY PLAN AND PROFILES, SHEETS 66-93, FOR RT-E IN ELEVATIONS.
- (13) CONSTRUCT MODULAR BLOCK WALL PER DETAIL, SHEET 13 AND WALL PROFILES, SHEETS 14-17.
- (14) CONSTRUCT THICKENED EDGE SIDEWALK PER DETAIL, SHEET 6.
- (15) CONSTRUCT CONCRETE CURB AND GUTTER TRANSITION PER TYPICAL DETAIL, SHEET 8.
- (16) REPLACE SURVEY MONUMENT AND MONUMENT CASE AND COVER PER NSDOT STD PLAN A-10-30.



ROADWAY PLANS		ROADWAY PLANS	
5TH STREET NE		5TH STREET NE	
STA 415+50 TO STA END (SCH B)		STA 415+50 TO STA END (SCH B)	
KPMG Psomas, Inc.		KPMG Psomas, Inc.	

NO.	DATE	BY	APPR.	REVISIONS
1	7/27/2023	STAFF	STAFF	
2	7/27/2023	DESIGNER/DAY	DESIGNER/DAY	
3	7/27/2023	DRAWN BY	DRAWN BY	
4	7/27/2023	PROJECT MANAGER	PROJECT MANAGER	
5	7/27/2023	PROJECT ENGINEER	PROJECT ENGINEER	

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5	7/27/2023	PROJECT ENGINEER	PROJECT ENGINEER	

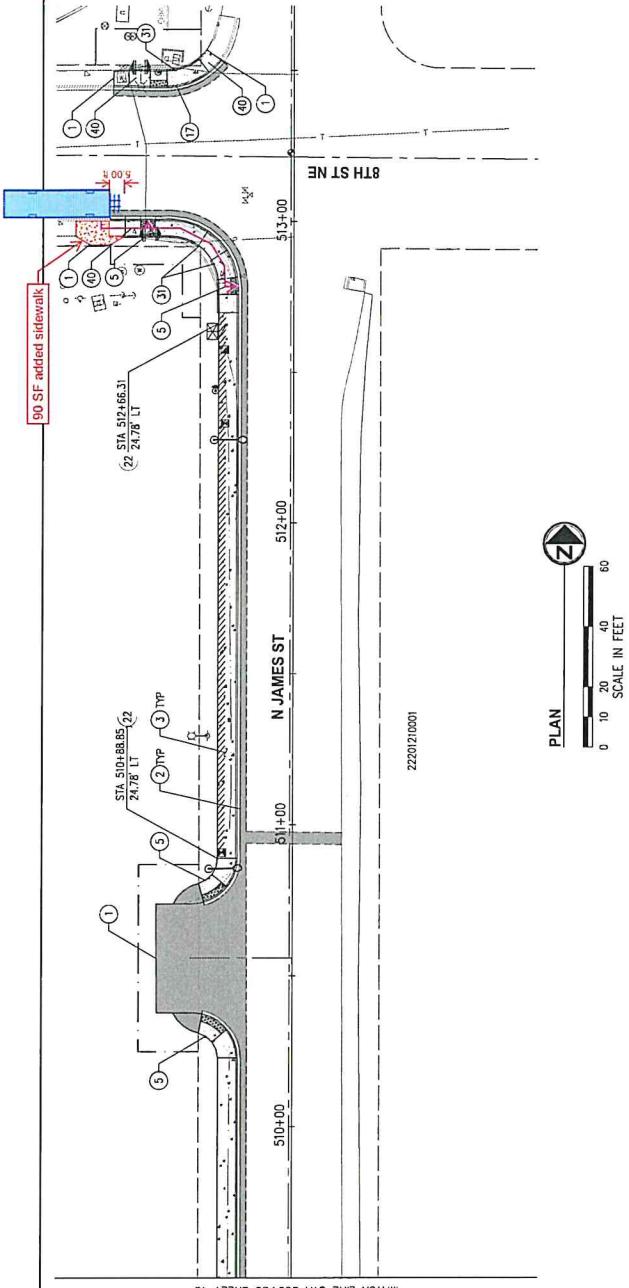
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2	7/27/2023	DESIGNER/DAY	DESIGNER/DAY	
3	7/27/2023	DRAWN BY	DRAWN BY	
4	7/27/2023	PROJECT MANAGER	PROJECT MANAGER	
5	7/27/2023	PROJECT ENGINEER	PROJECT ENGINEER	

GENERAL NOTES

1. SEE GENERAL PROJECT NOTES, SHEET 2.
2. CONTRACTOR SHALL CONSTRUCT CEMENT CONC. CURB AND GUTTER, SIDEWALK, AND NEW PAVEMENT SECTIONS PER TYPICAL SECTIONS, AND DETAILS SHEETS 4-9, AND INTERSECTION AND CURB LAYOUT PLANS (SHEETS 2-85).
3. FOR ROADWAY LEGEND, SEE SHEET 3.
4. ALL VAULTS AND JUNCTION BOXES IN PEDESTRIAN ACCESS ROUTE SHALL BE SLIP RESISTANT PER NSDOT STD SPEC 9-29-20(M) AND 9-29-20(A).

CONSTRUCTION NOTES

- ① MATCH EXISTING.
- ② CONSTRUCT CEMENT CONC. CURB AND GUTTER PER TYPICAL SECTIONS, SHEETS 4-7, AND NSDOT STD PLANS F-10.16-20 AND F-10.12-04.
- ③ CONSTRUCT CEMENT CONC. SIDEWALK PER TYPICAL SECTIONS, SHEETS 6-7, AND NSDOT STD PLAN F-30.10-04.
- ④ CONSTRUCT CEMENT CONC. PARALLEL CURB RAMP TYPE B PER INTERSECTION AND CURB LAYOUT PLANS, SHEETS 72-85, AND NSDOT STD PLAN F-01.2-03.
- ⑤ CONSTRUCT MODIFIED PARALLEL CURB RAMP PER INTERSECTION AND CURB LAYOUT PLANS, SHEETS 2-85.
- ⑥ CONSTRUCT THICKEND EDGE SIDEWALK PER DETAIL, SHEET 8.
- ⑦ INSTALL PEDESTRIAN CURB PER NSDOT STD PLAN F-10.12-04.
- ⑧ CONSTRUCT CEMENT CONC. SIDEWALK TRANSITION PANEL PER DETAIL SHEET 10.



MATCH LINE STA 509+50 SHEET 43

NO.	DATE	BY	APPR.	REVISIONS	Approved By	TEKMARCAST MELCHIECE\9068A
						FILED FOR RECORD
						20230
						DESIGNED BY
						202303
						ENGINEERING MANAGER
						202303
						PROJECT MANAGER
						202303
						PROJECT ENGINEER
						202303
						CHECKED BY
						DATE



ROADWAY PLANS	EAST WENATCHEE
N JAMES STREET	SAFE ROUTES TO SCHOOL

NSDOT PROJECT No. 19486A	SCH B)
153	OF

