

**Contract # 32200001**

**AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF KIRKLAND, WASHINGTON AND  
NORTHSHORE UTILITY DISTRICT**

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**FOR MUTUAL COOPERATION IN PUBLIC WORKS PROJECTS  
THROUGH INCORPORATION OF THE PARTNER AGENCY'S WORK  
INTO THE LEAD AGENCY'S WORK, AS IDENTIFIED HEREIN**

THIS AGREEMENT is entered into between the City of Kirkland ("City") and Northshore Utility District ("District"), both Washington municipal corporations, individually a "Party" and collectively the "Parties," pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

RECITALS

- A. Whereas, it is in the Parties' mutual best interest to coordinate and integrate their work, when possible, to realize efficiencies and reduce disruption to the public; and
- B. Whereas, occasionally the Parties seek to construct public works or undertake work in the same general area at the same general time; and
- C. Whereas, financial resource and/or time could be saved if the work needed for one Party could be incorporated into the work by the other Party and performed by the contractor constructing work for that other Party; and
- D. Whereas, based upon the circumstances, either the City or the District could be the lead agency for a particular project; and
- E. Whereas, to facilitate such opportunities and provide for more expedient agreement on specific projects, the Parties have established a standard interlocal agreement to which specific project details can be attached;

Now, therefore, the Parties agree as follows:

AGREEMENT

1. LEAD AGENCY AND PARTNER AGENCY

Based upon the circumstances of the particular project described in Exhibit A, such as scope and/or schedule, and upon the mutual agreement of the Parties, it shall be determined that either the City or the District shall have primary

responsibilities for contractor selection, contract management, project management, and facilitating the integration and completion of the works of both Parties (“Lead Agency”). The agency that is not the Lead Agency shall be the Partner Agency (“Partner Agency”). The roles and responsibilities of the Lead Agency and the Partner Agency are provided herein.

## 2. LEAD AGENCY PROJECT AND PARTNER AGENCY WORK

The Lead Agency is designing and will construct a public work summarized in Exhibit A (“Project”). The Partner Agency wishes to have constructed a public work also summarized in Exhibit A (“Partner Agency Work”). The Lead Agency agrees to include the Partner Agency Work in the Project pursuant to the terms and conditions of this Agreement. The Partner Agency shall pay for the Partner Agency Work and associated shared costs as detailed in Exhibit B.

## 3. COORDINATION AND COOPERATION

The Parties shall cooperate, and they shall coordinate efforts to cause the Partner Agency Work to be constructed pursuant to a process and schedule consistent with this Agreement and developed mutually by the designated representatives of the Parties.

## 4. DESIGN AND CONSTRUCTION PROCEDURE

### a. Partner Agency Plans

The Agency identified in the Exhibits shall prepare and provide plans, specifications, details, cost estimates, and a bid item schedule for the Partner Agency Work (“Partner Agency Plans”). The Partner Agency shall approve the contract documents for the Partner Agency Work. The Partner Agency Plans shall be prepared by a qualified engineer selected by the Partner Agency or, if agreed to and authorized by the Lead Agency, by the Lead Agency’s consulting engineer for the Project. The Partner Agency Plans must include the Partner Agency Work as summarized in Exhibit A, attached hereto and incorporated herein. The estimated cost of the Partner Agency Work and associated shared costs are stated in Exhibit B, attached hereto and incorporated herein. The designated representatives of the Parties may approve written amendments to Exhibits A and/or B, which, after approval, shall be deemed to be amendments to Exhibits A and B without physical attachment to this Agreement. The designated representative for the City shall be the director of public works, and any amendments shall be routed in the City’s enterprise resource planning system (Munis). The designated representative for the District shall be the Engineering Director.

b. Competitive Bid and Partner Agency Work

The Lead Agency shall call for bids for the Project. The Lead Agency shall incorporate the Partner Agency Plans into the call for bids in a manner that will allow the bidders to identify the costs for the Partner Agency Work. Shared cost items are detailed in Exhibit B.

c. Project Contracting and Construction

The Lead Agency's Contractor for the Project ("Project Contractor") shall perform the Partner Agency Work, except as provided otherwise in this Agreement. The Lead Agency shall serve as the Partner Agency's agent for the Partner Agency Work. As the Partner Agency's agent, the Lead Agency shall generally manage and oversee the Partner Agency Work in conjunction with the Project, however the Partner Agency shall have an authorized Project Manager for its portion of the project. The Lead Agency will coordinate with the Partner Agency regarding the progress of the Partner Agency Work. The Lead Agency shall have final decision-making authority, after consultation with the Partner Agency, for all work by the Project Contractor for the Project, including the Partner Agency Work, except as expressly identified herein. The Lead Agency shall be responsible for all inspection and testing of the Partner Agency work, including materials for the Project, unless otherwise detailed in Exhibit A. The Partner Agency shall provide the Lead Agency all applicable material, work, and testing requirements. The Lead Agency shall incorporate the Partner Agency requirements into any applicable contract documents. The Partner Agency shall be responsible and pay for any and all excess costs incurred by the Lead Agency as a direct result of Partner Agency's failure to provide applicable requirements. To the extent that Exhibit A identifies that the Partner Agency is responsible for inspection, testing, or observation, the Partner Agency shall be responsible and pay for any and all excess costs incurred by the Lead Agency as a direct result of Partner Agency's failure to timely and properly inspect, test, and/or observe the Partner Agency Work performed by the Project Contractor.

d. Partner Agency Inspections

The Partner Agency will provide construction observation services for the Partner Agency Work, as determined necessary by the Partner Agency, unless otherwise specified within the Exhibits. Whenever onsite, Partner Agency personnel will report to the Lead Agency's Project Manager. If the Partner Agency has issues or concerns with the Project Contractor, it must bring such issues or concerns to the immediate attention of the Lead Agency's Project Manager. The Partner Agency shall not direct the Project Contractor to perform any work. Partner Agency personnel shall complete documentation related to the Partner Agency's observation or inspection that is required by

the Lead Agency, or for Partner Agency record-keeping purposes. The Lead Agency shall manage all construction documentation pursuant to a process and procedure determined by the Parties prior to commencement of construction of the Project.

e. Change Orders and Field Work Directives

The Lead Agency may approve field work directives and change orders for the Partner Agency's Work; provided, however, that the Lead Agency must obtain the Partner Agency's prior written consent to a change order as follows.

- 1) No prior consent is required for changes regarding traffic closures or to address an emergency.
- 2) Provided there is no material change in workmanship, product, or nature of the Partner Agency Work, no prior consent is required for changes that either reduce costs to the Partner Agency or where the change in cost to the Partner Agency is less than two (2) percent of the Partner Agency's contract share.
- 3) For changes that will cause the costs to the Partner Agency to increase between two (2) and five (5) percent of Partner's Agency's contract share, then the Lead Agency must obtain the Partner Agency's consent. If the Partner Agency does not provide a response within two (2) working days, then the Partner Agency's consent will be presumed.
- 4) For changes that will cause the costs to the Partner Agency to increase over five (5) percent of Partner's Agency's contract share, then the Lead Agency must obtain the Partner Agency's consent. If the Partner Agency does not provide a response within five (5) working days, then the Partner Agency's consent will be presumed.
- 5) Notwithstanding the foregoing, for changes that will cause a material change in workmanship, product, or nature of the Partner Agency Work or where fifty (50) percent of the Partner Agency's contingency has already been allocated, then the Lead Agency must obtain the Partner Agency's consent. The Lead Agency must provide a response within five (5) working days, but no consent will be presumed in the absence of a timely response.

For any changes requiring the Partner Agency's consent, the Partner Agency shall not withhold its consent unreasonably. If the Partner Agency withholds its consent unreasonably, then the Partner Agency shall be responsible to pay for all liability or damages incurred by the Lead Agency because of the Partner Agency's unreasonable withholding of consent.

Regardless of the type of change or the dollar amount of the change order, the Lead Agency shall provide the Partner Agency with copies of all requests for change orders and all executed change orders related to the Partner Agency Work and associated shared costs, with such documentation provided either by paper or e-mail notification at the Lead Agency's first opportunity.

f. Payments to Contractor

The Lead Agency shall make all payments to the Project Contractor.

g. Final Acceptance

The Lead Agency shall not accept the Partner Agency Work pursuant to the Project contract until the Partner Agency has accepted the Partner Agency Work, which acceptance shall not be withheld unreasonably. After acceptance, the Partner Agency Work shall become the property of the Partner Agency. The Lead Agency shall assign all warranties related to the Partner Agency Work to the Partner Agency.

h. Claims

1. *Claims by Project Contractor or Consultants.* Should any claims by the Lead Agency's Project Contractor or consultants arise that are related to the Partner Agency Work, the Lead Agency shall handle and administer such claims in the same manner as it would handle any other claims under the Project. The Partner Agency shall reimburse the Lead Agency for all Lead Agency costs associated with handling of such claims, but only to the extent attributable to the Partner Agency Work. The Lead Agency shall immediately notify the Partner Agency when such a claim is made and shall keep the Partner Agency informed of the processing and progress of any claim. The Lead Agency shall request, and the Partner Agency may provide, guidance and input regarding any proposed settlement terms of such a claim. The Lead Agency must obtain the Partner Agency's approval in advance of any settlement or prosecution of a claim related to the Partner Agency Work. If the Partner Agency and the Lead Agency cannot agree as to the prosecution or settlement of a claim related to the Partner Agency Work, the Partner Agency may prosecute or defend the claim and the Lead Agency will assign the claim to the Partner Agency and cooperate with the Partner Agency on such claims. If the Partner Agency so elects to accept the Lead Agency's assignment of such claims, the Partner Agency agrees to pay all costs of prosecution or defense and to defend, indemnify, and hold harmless the Lead Agency from all claims, injuries, damages, losses, or suits, including reasonable attorney fees, that the Lead Agency suffers directly arising from the Partner Agency's decision to prosecute or defend of the claim rather than to settle.

2. *Claims by a Third-Party.* If either party receives from a third-party, not including the Project Contractor or Consultants, a claim for damages related to the Partner Agency Work, the party receiving such claim shall immediately notify the other party. The receiving party shall handle and administer such claims in the same manner as it would handle any other claims for damages, and the receiving party shall keep the other party informed of the processing and progress of any claim.
3. In the event one or both of the Parties wish to pursue any claim or action against the Project Contractor or a person who is not a party to this Agreement, the other party will cooperate in good faith in prosecuting such claim or action. This provision in no way requires sharing in the costs of pursuing such claim.

## 5. PAYMENT

- a. The Parties shall be responsible for and bear the cost of their respective officers, officials, employees, agents, consultants and contractors, including consulting engineering costs, as well as incidental expenses, except as specifically provided otherwise in this Agreement.
- b. The Partner Agency shall reimburse and pay the Lead Agency for all actual costs incurred by the Lead Agency, its agents, consultants, and contractors, including consulting engineers, who perform work or services related to the Partner Agency Work, including but not limited to design, bid preparation and bidding, together with a proportional share of the Project's Schedule(s) bid item costs ("Construction Costs," as detailed in Exhibit B), construction management, and compaction testing. Amendments to the Partner Agency's Work shall include proportional costs, if any. For work performed by the Partner Agency that is outside the Lead Agency's project area of disturbance, the Partner Agency shall pay for full cost of any required property restoration attributable solely to the Partner Agency's Work, including overlay and pavement markings.
- c. The Lead Agency shall submit to the Partner Agency (to the Designated Representative) monthly progress billings for the actual costs of the Partner Agency Work and associated shared costs. If requested by the Partner Agency, the Lead Agency will meet with the Partner Agency to review and discuss any billing. The Partner Agency shall pay the billing within forty-five (45) days of receipt. If the Partner Agency in good faith disputes any amount due under a billing, the Partner Agency must promptly notify the Lead Agency and provide the specific basis of the dispute. If such dispute cannot be resolved promptly through good-faith discussions between the Parties, the

Partner Agency must timely pay the undisputed portion, and the parties shall diligently proceed to resolve the disputed amount.

## 6. INDEMNIFICATION AND INSURANCE

- a. The Partner Agency shall require the Project Contractor to obtain, and keep in force during the term of the Project contract, liability and property damage insurance policies consistent with the Partner Agency's standard requirements for public works insurance policies. The Lead Agency shall require the Project Contractor to name the Partner Agency and its commissioners, officers, officials, employees, and agents as additional insureds on all such policies of insurance to the same extent as the Lead Agency. If the Partner Agency's standard insurance requirements change significantly from the requirements in existence at the time this agreement is executed, the Partner Agency will inform the Lead Agency in writing.
- b. The Lead Agency shall require the Project Contractor to defend, indemnify, and hold harmless the Partner Agency and its officers, officials, employees, and agents from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the Contractor's participation in the Project, to the same extent as the Lead Agency and consistent with the Lead Agency's standard indemnification provisions for public works contracts.
- c. Each Party agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, employees, and agents from any and all claims, injuries, damages, losses, or suits, including reasonable attorneys' fees, arising out of or in any way resulting from that Party's own tortious acts, errors, or omissions that may arise in connection with its performance under this Agreement. A Party will not be required to defend, indemnify, or hold harmless the other Party if the claim, injury, damage, loss, or suit is caused by the sole negligence of the other Party. Where such claims, injuries, damages, losses, or suits result from the concurrent negligence of the Parties, the indemnity, defense, and hold harmless provisions herein shall be valid and enforceable against the Indemnifying Party only to the extent of the Indemnifying Party's own negligence. Each of the Parties agrees that its obligations under this Section 6 extend to any claim, injury, damage, loss, or suit brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW. The obligations of this Section shall survive termination of this Agreement.

- d. If either Party incurs any costs, including attorneys' fees or expert witness fees, to enforce this Agreement and prevails in such enforcement action, all such costs and fees shall be recoverable from the losing Party.

## 7. DISPUTE RESOLUTION

- a. Negotiations. In the event that any dispute arises between the Parties as to the interpretation or application of any term of this Agreement or as to the validity of any claim made by either Party against the other as a result of this agreement, either Party may make a written request for a meeting between senior representatives of each party within a reasonable time.
- b. Mediation Participation. In the event that the Parties are unable to resolve the dispute through negotiations or if the parties waive the negotiation process, the Parties agree to participate in a nonbinding, neutral evaluation and mediation of their dispute at a mutually agreeable location prior to commencing legal action. Either Party may request that any dispute be submitted to neutral evaluation and mediation at any time upon the giving of written notice to the other Party.
- c. Selection of Mediator. Upon the giving of notice by either Party as provided above, the Parties shall attempt to select a neutral person to evaluate and mediate the dispute. If, after thirty (30) days, the Parties cannot agree to any of the persons named, or if acceptable persons are unable to serve, or if for any reason the appointment of a neutral person cannot be made, either Party may terminate the dispute resolution process or the Parties may, by agreement, seek other means of resolution.
- d. Conflicts of Interest. Each Party shall promptly disclose to the other any circumstances known by it that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. Any such individual shall promptly disclose such circumstances to the Parties. If any such circumstances are disclosed, the individual shall not serve as neutral mediator unless both Parties agree in writing.
- e. Compensation of Mediator. The neutral mediator's charges shall be established at the time of appointment. Unless the Parties agree otherwise, the fees and expenses of the neutral mediator shall be divided equally and each Party shall bear its own costs and expenses.
- f. Mediation Session. The mediation session is intended to provide each Party with an opportunity to present its best case and position to the other Party and the neutral mediator and for the Parties to receive opinions and recommendations from the neutral mediator. The neutral mediator shall facilitate communications between the Parties, identify issues, and generate options for settlement. The neutral mediator also shall discuss with each Party separately



the neutral mediator's opinion and evaluation of the strengths and weaknesses of that Party's position. The terms of any settlement made by the Parties as the result of the mediation shall be set out in a written addendum to this agreement.

- g. Confidentiality. The dispute resolution process identified in this paragraph is a compromise negotiation for purposes of judicial rules of evidence. The Parties agree to maintain in confidence all offers, promises, conduct, and statements, oral or written, made in the course of the mediation by either of the Parties, their agents, employees, experts, representatives or attorneys, or by the neutral mediator, and agree that the same shall be deemed negotiations in pursuit of settlement and compromise and not admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator shall be disqualified as a trial or deposition witness, consultant, or expert of either Party.
- h. Reservation of Rights. In the event that the Parties are unable to resolve the dispute through the dispute resolution process established in this Section 7, the Parties reserve any and all other rights and remedies available to each of them regarding such dispute.

## 8. DESIGNATED REPRESENTATIVES; NOTICES AND COMMUNICATIONS

The designated representatives of the Parties shall be the following employees, or their designees:

City of Kirkland  
Rod Steitzer, CIP Manager  
123 Fifth Avenue  
Kirkland, Washington 98033

Northshore Utility District  
Stephen Dennehy, Engineering Director  
P.O. Box 82489  
Kenmore, Washington 98028-0489

All notices and other formal communications shall be mailed or delivered to the designated representatives. The Parties may change their respective designated representatives by written notification to one another.

## 9. OTHER PROVISIONS

- a. This Agreement constitutes the entire and exclusive agreement between the Parties relative to the Project and Partner Agency Work described herein and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both Parties.
- b. There are not third-party beneficiaries to this Agreement. No person or entity other than a Party to this Agreement shall have any rights under this Agreement or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

- c. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such through written agreement of both Parties.
- d. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement and any invalid provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability. In such case, the parties shall in good faith modify or substitute such invalid provision consistent with the original intent of the parties.
- e. This Agreement may be signed in counterparts, and, if so signed, shall be deemed one integrated document.

CITY OF KIRKLAND

*Beth Goldberg*  
[Beth Goldberg \(Jan 19, 2022 09:37 PST\)](#)  
 \_\_\_\_\_  
 City Manager

NORTHSHORE UTILITY DISTRICT

DocuSigned by:  
*Al Nelson*  
 \_\_\_\_\_  
 General Manager E3DE83D264D5491...

Approved as to form:

*Kevin Raymond*  
[Kevin Raymond \(Jan 14, 2022 13:00 PST\)](#)  
 \_\_\_\_\_  
 City Attorney

Approved as to form:

\_\_\_\_\_  
 District General Counsel

## **EXHIBIT A**

### **LEAD AGENCY PROJECT AND PARTNER AGENCY WORK**

#### **SUMMARY OF LEAD AGENCY PROJECT (“PROJECT”)**

The City of Kirkland has awarded a contract to construct roadway improvements for 116<sup>th</sup> Avenue NE that will add a southbound right-turn lane that will continue onto westbound NE 124<sup>th</sup> Street. This project requires widening the existing roadway limits for the new right-turn lane.

#### **SUMMARY OF PARTNER AGENCY WORK**

The existing sidewalk will be demolished and a new multi-modal path will be installed including a realignment of the curb and gutter to accommodate the right-turn lane. The existing District water line under sidewalk will require relocation into the roadway.

The District work includes:

- The replacement of 430 LF of existing water main with 8-inch ductile iron pipe, relocated in the roadway;
- The replacement of water service connections and a fire hydrant to avoid conflicts;
- The adjustment of a sanitary sewer manhole to accommodate the flowline of the new curb and gutter.

**EXHIBIT B**

**ESTIMATED COST OF PARTNER AGENCY WORK\***

<b>Water System Improvements Design Costs (City of Kirkland Consultant)</b>			
	<b>Totals</b>	<b>%</b>	<b>Cost</b>
Design Consultant – Parametrix	\$19,202.00	100%	\$19,202.00
Potholing – APS	\$18,353.13	72.22%	\$13,254.63
Utility Easement (Fire Hydrant on ARCO property)	\$5,625.00	100%	\$5,625.00
		<b>Subtotal</b>	<b>\$38,081.63</b>

<b>Roadway Improvements Construction Costs</b>			
Schedule A Total			\$1,953,960.00
<b>Water System Improvements Construction Costs</b>			
Schedule B subtotal	\$175,400.00	100%	\$175,400.00
Sales Tax (10.2%)	\$17,890.80	100%	\$17,890.80
		<b>Subtotal</b>	<b>\$193,290.80</b>
Total Estimated Construction Cost (including sales tax)			\$2,147,250.80
Proportional Share of Other Project Costs: Schedule B(including sales tax) / Total Estimated Construction Cost			9.00%

<b>Proportional Share of Other Project Costs</b>	<b>Totals</b>	<b>NUD Proportional Share</b>	
		<b>%</b>	<b>Cost</b>
Schedule A			
Item No. A-1 – Mobilization	\$205,000.00	9.00%	\$18,453.65
Item No. A-29 – Inlet Protection	\$2,200.00	9.00%	\$198.04
Item No. A-30 – High Visibility Silt Fence	\$2,800.00	9.00%	\$252.05
Item No. A-31 – Erosion/Water Pollution Control	\$25,000.00	9.00%	\$2,250.45
Item No. A-47 – Project Temporary Traffic Control	\$210,000.00	9.00%	\$18,903.74
Item No. A-48 – Off-duty Uniformed Police Officer	\$51,520.00	9.00%	\$4,637.72
Construction Management Services (Consultant)	\$220,000	9.00%	\$19,803.92
		<b>Subtotal</b>	<b>\$64,499.56</b>

<b>TOTAL ESTIMATED COST ASSIGNMENT TO NORTHSORE UTILITY DISTRICT:</b>	<b>\$295,871.99</b>
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\*Final proportional shared costs will be determined based upon final contract amounts paid to the contractor.











# TRC1240000 - 116th Ave-124th St NUD-Kirkland ILA


Final Audit Report


2022-01-19


Created:	2022-01-12
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