

**INTERLOCAL AGREEMENT BETWEEN CITY OF LAKE FOREST PARK
AND LAKE FOREST PARK WATER DISTRICT REGARDING
CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS IN CONJUNCTION
WITH THE SR 104 & 40th PLACE NE ROUNDABOUT PROJECT**

THIS AGREEMENT is entered into between the CITY OF LAKE FOREST PARK, a Washington municipal corporation ("City"), and LAKE FOREST PARK WATER DISTRICT, a Washington municipal corporation ("District"). The City and District will jointly be referred to as the "Parties".

RECITALS

WHEREAS, the City is making transportation and right-of-way improvements to State Route 104 (Ballinger Way NE) at 40th Place NE ("Project") that necessitates relocation of a District owned water main; and

WHEREAS, District has requested that it be given the option of having the water system improvements consisting of removal of existing water main and installation of approximately 560 lineal feet of 10-inch water main and appurtenances ("Water System Facilities") be constructed by the City's contractor in conjunction with the City's Project; and

WHEREAS, the City has incorporated the scope of work for the Water System Facilities into the Project as a separate and optional schedule ("Schedule B") in its Project bid documents; and

WHEREAS, the City has awarded a public works contract ("Contract") for construction of the Project with the successful bidder of Johansen Construction Company ("Contractor") as an outcome of a public project bidding procedure, and it would be advantageous to the Parties to coordinate the Project with the removal and installation of the Water System Facilities and, if feasible, have all of the work performed by the City's Contractor;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein the Parties agree as follows:

AGREEMENT

1. RESPONSIBILITIES OF THE PARTIES

A. Administration.

- 1) The City publicly advertised the Project for bids on June 11, 2025, and included plans and specifications for the Water System Facilities as submitted by the District. Promptly following bid opening, the City reviewed the bids and determined the lowest responsible bidder for the Project. The City promptly provided the District with a copy

of the bidder's entire bid. The District had five (5) business days to determine whether such Contractor would perform the Water System Facilities work. Subsequently, the District accepted the Contractor proposal for the Water System Facilities work. As such, this Agreement remains in full force and effect and the City shall proceed with the Project.

- 2) The City shall administer the Contract for the Project and monitor the Contractor's activities, including the removal and installation of the Water System Facilities in accordance with the Contract documents for the Project. The City shall abide by applicable laws and permits. The District acknowledges that it has reviewed the Contract included in the City's invitation to bid and is in agreement with the provisions related to the Water System Facilities.
- 3) The District will provide its own inspection services for the installation of the Water System Facilities. The District shall have the right to approve or disapprove/reject such work; provided, however, the District's inspector will coordinate with the City's inspector, and the City's inspector will issue all notifications to the Contractor.
- 4) The District will notify its customers of the Project, perform any water system shut downs necessary for the Project, and notify its customers of any outages.
- 5) The Parties shall coordinate meetings and notices as follows:
 - a. The City will provide the District with a copy of the Contractor's proposed work schedule showing the date, location and extent of work to be performed and any changes to same.
 - b. The District will be given five (5) days' notice that the Contractor is beginning construction of the Water System Facilities.
 - c. The City will schedule and attend weekly construction meetings with the Contractor, the District, and other franchise utilities involved in the Project. The District will attend weekly construction meetings.

2. COST ALLOCATION

- A. **Water Facility Installation.** The District and City each agree to pay a share of the actual cost due to the Contractor for properly removing and installing the Water System Facilities in accordance with the formulas and amounts contained in Schedule B, attached and incorporated herein, and any change orders approved by the District pursuant to Section 3 below. The total due according to the Contractor bid for Schedule B of the Contract for the Water System Facilities is \$380,544.10. The City shall pay the Contractor all other amounts due under the Contract.
- B. **Consultant Costs.** Each party shall bear its own costs of consultants, administration, construction management, inspection and overhead.
- C. **Invoice.** The District agrees to pay the City within forty-five (45) days of receiving a correct invoice by the City for amounts that the City has been invoiced by the Contractor

for the Water System Facilities work that has been accepted by the District from Schedule B.

D. Defective or Unauthorized Work. District may withhold payment from the City for any defective or unauthorized work performed by the Contractor; provided, District shall notify the City of its claim of defective or unauthorized work prior to the City making payment to the Contractor for such work. The City shall assist or cooperate, at no cost to the City, in authorizing the District to pursue claims directly against the Contractor. Such cooperation may include, at the District's option, the assignment of warranties to the District. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the plans and specifications for the Water System Facilities and extra work and materials furnished without the District's written approval. If for any reason it is necessary for the District to complete any portion of the work after having rejected it, the District may do so using its own means. If provided for in the Contract, the District shall have the right to legally pursue the Contractor for any additional costs incurred by the District. If not provided for in the Contract, the City shall reasonably cooperate with the District's efforts to pursue the Contractor at no cost to the District. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees.

3. CHANGES

The District shall submit to the City any changes that the District may reasonably require of the Contract as provided in section 1-04.4 of WSDOT Standard Specifications (Section 1-04.4). Such changes shall be administered in accordance with section 1-04.4. The District shall pay for any change orders that arise from a change in the Water System Facilities work so long as the change is not caused by a revision to the overall Project design or configuration. The District shall have the right to approve, reject or negotiate any change orders of which it is expected or required to pay. The City shall pay for change order caused by a revision in the Project design or configuration.

4. INDEMNIFICATION; LIENS AND ENCUMBRANCES.

Each party shall defend, indemnify and hold the other party, its officers, officials, employees and agents harmless from any and all claims, injuries, damages, losses or suits including all legal costs and attorney fees, arising out of or in connection with the performance of the party's work required under this Agreement, except for injuries and damages caused by the negligence or willful misconduct of the other party.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, its officials, employees and agents, a party's liability hereunder shall be only to the extent of the party's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

The City shall require the Contractor to indemnify the District and name the District as an additional insured in the same extent and manner as the City as set forth in the Contract.

5. MISCELLANEOUS.

- A. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.
- B. **Nonwaiver of Breach.** The failure of a party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect.
- C. **Attorney's Fees.** In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that the prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.
- D. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless otherwise notified. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated on this Agreement.
- E. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each of affected Party.
- F. **Severability.** If any one or more sections, sub-sections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.
- G. **Relationship.** It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No Party hereto shall (i) have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another, and; (ii) be responsible for any obligation or expense whatsoever of another.
- H. **Force Majeure.** Parties shall not be deemed to be in breach of this Agreement if unable to perform their respective obligations hereunder as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the parties' reasonable control. The scope of events of force majeure shall not extend to payment of money owed hereunder.
- I. **Entire Agreement.** The written provisions and terms of this Agreement, supersede all prior verbal statements by any representative of the City and the District, and those

statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement contains the entire Agreement between the Parties.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

LAKE FOREST PARK WATER
DISTRICT

by: 
Print Name: WILLIAM F. DONAHUE
Title: PRESIDENT

DATE: 11/25/2025

CITY OF LAKE FOREST PARK

by: _____
Print Name: _____
Title: _____

DATE: _____

Notices to be sent to:

DISTRICT

Attn: Alan Kerley, Gen. Mgr.
4029 NE 178th St

Lake Forest Park, WA 98155

Notices to be sent to:

CITY

Attn: _____

Project: SR 104 and 40th PI NE Roundabout

SCHEDULE B - WATER					Johansen Construction LLC		
ITEM NO	SPEC	DESCRIPTION	UNIT	QTY	Unit Price	total check	Total
1 B	1-04.4 SP	Unexpected Site Changes	EST.	1	\$10,000.00	\$10,000.00	\$10,000.00
4 B	1-05.18 SP	Record Drawings, (Min. Bid \$2,000)	L.S.	1	\$2,000.00	\$2,000.00	\$2,000.00
7 B	1-09.7 SP	Mobilization	L.S.	1	\$20,000.00	\$20,000.00	\$20,000.00
8 B	1-10 SP	Project Temporary Traffic Control	L.S.	1	\$14,000.00	\$14,000.00	\$14,000.00
9 B	1-10.5	Traffic Control Supervisor	L.S.	1	\$13,250.00	\$13,250.00	\$13,250.00
23 B	2-02.5 SP	Remove Existing Water Pipe	L.F.	280	\$16.50	\$4,620.00	\$4,620.00
24 B	2-02.5 SP	Remove Existing Water Valve	EACH	5	\$170.00	\$850.00	\$850.00
25 B	2-02.5 SP	Remove Existing Hydrant Assembly	EACH	2	\$1,315.00	\$2,630.00	\$2,630.00
49 B	7-09.5	Ductile Iron Pipe for Water Main 8 In. Diam.	L.F.	105	\$163.75	\$17,193.75	\$17,193.75
50 B	7-09.5	Ductile Iron Pipe for Water Main 12 In. Diam.	L.F.	458	\$184.00	\$84,272.00	\$84,272.00
51 B	7-09.5	Shoring or Extra Excavation Trench	S.F.	2,248	\$1.00	\$2,248.00	\$2,248.00
52 B	7-09.5	Bank Run Gravel For Trench Backfill	L.F.	562	\$34.75	\$19,529.50	\$19,529.50
53 B	7-09.5 SP	Sand Bedding	TON	100	\$40.00	\$4,000.00	\$4,000.00
54 B	7-09.5 SP	Connection To Existing Water Main Pipe	EACH	4	\$4,075.00	\$16,300.00	\$16,300.00
55 B	7-09.5 SP	12" x 12" Tee FL x FL x FL	EACH	1	\$2,515.00	\$2,515.00	\$2,515.00
56 B	7-09.5 SP	12" x 8" Tee FL x FL x FL	EACH	1	\$1,900.00	\$1,900.00	\$1,900.00
57 B	7-09.5 SP	12" x 6" Tee FL x FL x FL	EACH	2	\$1,820.00	\$3,640.00	\$3,640.00
58 B	7-09.5 SP	12" x 8" Reducer FL x FL	EACH	1	\$1,285.00	\$1,285.00	\$1,285.00
59 B	7-09.5 SP	12-Inch 22.5° Bend MJ x MJ	EACH	4	\$1,230.00	\$4,920.00	\$4,920.00
60 B	7-09.5 SP	8-Inch 22.5° Bend MJ x MJ	EACH	2	\$655.00	\$1,310.00	\$1,310.00
61 B	7-09.5 SP	Coupler, 12-Inch, MJ	EACH	4	\$1,255.00	\$5,020.00	\$5,020.00
62 B	7-09.5 SP	Coupler, 8-Inch, MJ	EACH	2	\$685.00	\$1,370.00	\$1,370.00
63 B	7-09.5 SP	Gate Valve 12 In. MJ x FL	EACH	9	\$6,400.00	\$57,600.00	\$57,600.00
64 B	7-09.5 SP	Gate Valve 8 In. MJ x FL	EACH	2	\$4,275.00	\$8,550.00	\$8,550.00
66 B	7-14.5	Hydrant Assembly	EACH	2	\$11,630.00	\$23,260.00	\$23,260.00
67 B	7-14.5 SP	Air Release Valve	EACH	1	\$4,295.00	\$4,295.00	\$4,295.00
68 B	7-15.5 SP	Service Connection for address #18242	EACH	1	\$2,835.00	\$2,835.00	\$2,835.00
69 B	7-15.5 SP	Service Connection for address #18410	EACH	1	\$2,835.00	\$2,835.00	\$2,835.00
70 B	7-15.5 SP	Service Connection for address #18250	EACH	1	\$2,835.00	\$2,835.00	\$2,835.00
71 B	7-15.5 SP	Service Connection for address #18403	EACH	1	\$2,835.00	\$2,835.00	\$2,835.00
72 B	7-15.5 SP	Service Connection for Roundabout Irrigation	EACH	1	\$2,835.00	\$2,835.00	\$2,835.00
77 B	8-01	Erosion Control And Water Pollution Prevention	L.S.	1	\$4,275.00	\$4,275.00	\$4,275.00
					total check	\$345,008.25	
					Schedule B Subtotal	\$345,008.25	
					Sales Tax	\$35,535.85	
					SCHEDULE B TOTAL	\$380,544.10	

Project: SR 104 and 40th Pl NE Roundabout
Architect: B. Weber
Structural: B. Weber

CONSTRUCTION CONTINGENCY

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Notes:

- Quantity that remained the same as the 90% submittal on 2/12/24
- Quantity that was changed from the 90% submittal on 2/12/24
- Bid Item that was added to the 90% submittal on 2/12/24

Previous	Dan's % calcs
\$135,846.78	\$167,659.49
\$172,490.62	\$212,884.61

TOTAL	\$ 380,544.10	\$ 254,550.62	\$ 48,292.65
\$ 204,976.14	City of LFP pays	\$ 121,275.31	\$ 0.00
\$ 176,557.05	LEFWIND Distr.	\$ 127,075.31	\$ 40,000.00

Project: SR 104 and 40th PI NE Roundabout
Schedule B - Water

Item No.	WSDOT Standard Item No.	WSDOT Spec Ref Sect	DESCRIPTION	Schedule B Total Quantity		Schedule B >10' WM Quantity	Schedule B \$10' WM Quantity	Unit Price	Schedule B Total Price		Schedule B >10' WM Price		Schedule B \$10' WM Price
				1	1				EST.	\$ 10,000.00	\$ 10,000.00	L.S.	
1 B	1-01-4 SP	Unexpected Site Changes		1	1								
5 B	1-05-16 SP	Record Drawings (Min. Bid \$2,000)		1	1				L.S.	\$ 2,000.00	\$ 2,000.00		
6 B	1-07 SP	Reboring		0	0				EST.	\$ 0.00	\$ 0.00		
#REF!	1-09-7 SP	Mobilization		1	1				L.S.	\$ 20,000.00	\$ 20,000.00		
#REF!	1-10 SP	Project Temporary Traffic Control		1	1				L.S.	\$ 14,000.00	\$ 14,000.00		
#REF!	1-10-5	Traffic Control Supervisor		1	1				L.S.	\$ 13,250.00	\$ 13,250.00		
25 B	2-02-5 SP	Remove Existing Water Pipe		280	183	97		L.F.	\$ 16.50	\$ 4,620.00	\$ 3,019.50	\$ 1,600.50	
26 B	2-02-5 SP	Remove Existing Water Valve		5	5			EA.	\$ 170.00	\$ 850.00	\$ 850.00	\$ 850.00	
27 B	2-02-5 SP	Remove Existing Hydrant Assembly		2	2			EA.	\$ 1,315.00	\$ 2,630.00	\$ 2,630.00	\$ 2,630.00	
#REF!	7-09-5	Ductile Iron Pipe for Water Main 8 in. Diam.		105	105			L.F.	\$ 163.75	\$ 17,193.75	\$ -	\$ -	\$ 17,193.75
#REF!	7-09-5	Ductile Iron Pipe for Water Main 12 in. Diam.		458	458			L.F.	\$ 184.00	\$ 84,272.00	\$ 84,272.00	\$ 84,272.00	\$ -
#REF!	7-09-5	Shoring or Extra Excavation Trench		2,248	1,832	416		S.F.	\$ 1.00	\$ 2,248.00	\$ 1,832.00	\$ 1,832.00	\$ 416.00
#REF!	7-09-5	Bank Run Gravel For Trench Backfill		562	458	104		L.F.	\$ 34.75	\$ 19,529.50	\$ 15,915.50	\$ 15,915.50	\$ 3,614.00
#REF!	7-09-5 SP	Sand Bedding		100	81	19		TON	\$ 40.00	\$ 4,000.00	\$ 3,254.00	\$ 3,254.00	\$ 746.00
#REF!	7-09-5 SP	Connection To Existing Water Line		4	2	2		EA.	\$ 4,076.00	\$ 16,300.00	\$ 8,150.00	\$ 8,150.00	\$ 8,150.00
#REF!	7-09-5 SP	12' x 12' Tee		1	1			EA.	\$ 2,515.00	\$ 2,515.00	\$ 2,515.00	\$ 2,515.00	\$ -
#REF!	7-09-5 SP	12' x 8' Tee		1	1			EA.	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ -
#REF!	7-09-5 SP	12' x 6' Tee		2	2			EA.	\$ 1,820.00	\$ 3,640.00	\$ 3,640.00	\$ 3,640.00	\$ -
#REF!	7-09-5 SP	12' x 8' Reducer		1	1			EA.	\$ 1,285.00	\$ 1,285.00	\$ 1,285.00	\$ 1,285.00	\$ -
#REF!	7-09-5 SP	12-inch 22.5° Bend		4	4			EA.	\$ 1,230.00	\$ 4,920.00	\$ 4,920.00	\$ 4,920.00	\$ -
#REF!	7-09-5 SP	8-inch 22.5° Bend		2	2			EA.	\$ 655.00	\$ 1,310.00	\$ -	\$ -	\$ 1,310.00
#REF!	7-09-5 SP	Coupler, 12-inch, MJ		4	4			EA.	\$ 1,255.00	\$ 5,020.00	\$ 5,020.00	\$ 5,020.00	\$ -
#REF!	7-09-5 SP	Coupler, 8-inch, MJ		2	1			EA.	\$ 685.00	\$ 1,370.00	\$ -	\$ -	\$ 685.00
140 B	7-09-5 SP	Coupler, 12-inch x 8-inch		0	0			EA.	\$ -	\$ -	\$ -	\$ -	\$ -
#REF!	7-09-5 SP	Gate Valve 12 in.		9	9			EA.	\$ 6,400.00	\$ 57,600.00	\$ 57,600.00	\$ 57,600.00	\$ -
#REF!	7-09-5 SP	Gate Valve 8 in.		2	2			EA.	\$ 4,275.00	\$ 8,550.00	\$ -	\$ -	\$ 8,550.00
141 B	7-09-5 SP	Gate Valve 8 in. (added per design for not Part of P1 Assembly)		0	0			EA.	\$ -	\$ -	\$ -	\$ -	\$ -
#REF!	7-14-5	Hydrant Assembly		2	2			EA.	\$ 11,630.00	\$ 23,260.00	\$ 23,260.00	\$ 23,260.00	\$ -
#REF!	7-14-5 SP	Air Release Valve		1	1			EA.	\$ 4,295.00	\$ 4,295.00	\$ 4,295.00	\$ 4,295.00	\$ -
#REF!	7-15-5 SP	Service Connection for address #18242		5	5			EA.	\$ 2,835.00	\$ 14,175.00	\$ 14,175.00	\$ 14,175.00	\$ -
#REF!	7-15-5 SP	Service Connection for address #18410		0	0			EA.	\$ -	\$ -	\$ -	\$ -	\$ -
#REF!	6-08-8	Erosion Control And Water Pollution Prevention		1	1			L.S.	\$ 4,275.00	\$ 4,275.00	\$ -	\$ -	\$ -

CONSTRUCTION CONTINGENCY

Notes:
Quantity that remained the same as the 90% submittal on 2/12/24
Quantity that was changed from the 90% submittal on 2/12/24
Bid Item 1001 was added to the 90% submittal on 2/11/24

TOTAL	\$ 380,544.10	\$ 263,101.90	\$ 46,618.57
	% of total	84.95%	15.05%

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