

Willamette Water Supply System Commission

Board Meeting
Thursday, July 1, 2021
12:00 PM

Microsoft Teams Meeting
In compliance with COVID-19 restrictions,
this meeting is dial-in only.

Willamette Water Supply System Commission

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**Willamette Water Supply System Commission
Board Meeting Agenda
Thursday, July 1, 2021 | 12:00 – 2:00 PM**

Microsoft Teams Meeting

Continuing COVID-19 guidelines, this meeting is a virtual only meeting. It will not be held at a physical location.

If you wish to attend via conference call and need dial-in information, please contact annette.rehms@tvwd.org or call 971-222-5957 by 10:00 a.m. on June 3, 2021. If you wish to address the WWSS Board, please request the Public Comment Form and return it 48 hours prior to the day of the meeting. **All testimony is electronically recorded.**

REGULAR SESSION – 12:00 PM

CALL TO ORDER

1. GENERAL MANAGER'S REPORT – Dave Kraska

Brief presentation on current activities relative to the WWSS Commission

2. PUBLIC COMMENT

This time is set aside for persons wishing to address the Board on items on the Consent Agenda, as well as matters not on the agenda. Additional public comment will be invited on agenda items as they are presented. Each person is limited to five minutes unless an extension is granted by the Board. Should three or more people testify on the same topic, each person will be limited to three minutes.

3. CONSENT AGENDA

These items are considered to be routine and may be approved in one motion without separate discussion. Any Board member may request that an item be removed by motion for discussion and separate action. Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Board has approved those items which do not require discussion.

- A. Approve the June 3, 2021, meeting minutes.

4. BUSINESS AGENDA

- A. Approve PLM_4.2 Resolution of Need and Delegation of Authority for Acquisition to Washington County – *Joelle Bennett*
- B. Adopt PLM_4.2 WCLUT Teton to Langer Design IGA Amendment 3 – *Mike Britch*
- C. Adopt PLM_4.4 WCLUT Roy Rogers Road Design IGA Amendment 1 – *Mike Britch*
- D. Execute WWSS IGA Exhibit 13 Intergovernmental Agreement for Financial Assurances between City of Beaverton and Willamette Water Supply System – *Dave Kraska*

5. INFORMATION ITEMS

- A. Early Procurement of Pipe for RES_1.0/PLM_5.3 by CM/GC – *Mike Britch*

- B. Planned August Business Agenda Items – *Joelle Bennett*
- C. The next Board meeting is scheduled on August 5, 2021, via Microsoft Teams conference

6. COMMUNICATIONS AND NON-AGENDA ITEMS

- A. None scheduled.

ADJOURNMENT

Willamette Water Supply
Our Reliable Water

Safety Minute: Fireworks Safety

July 1, 2021

1



Fireworks Safety

July is fireworks safety month.

More than 50,000 fires are caused by fireworks every year.

180 people a day* on average go to the emergency room with fireworks-related injuries the around July 4th holiday (June 22-July 22).

*US Consumer Product Safety Commission

2

Fireworks Safety Tips

- Leave fireworks to the experts
 - Even professional displays are canceled this year in Portland
- If you must have your own fireworks display:
 - Do not consume drugs and/or alcohol before lighting fireworks.
 - Keep young children away.
 - Never disassemble or try to make your own fireworks.



3

Fireworks Safety Tips

- Don't point sparklers, or fireworks at yourself or others, especially while they're being lit.
- Only light fireworks on the ground and in areas that are fire resistant.
- Don't attempt to light multiple devices at the same time.
- Never place any part of your body directly over fireworks when lighting the fuse.



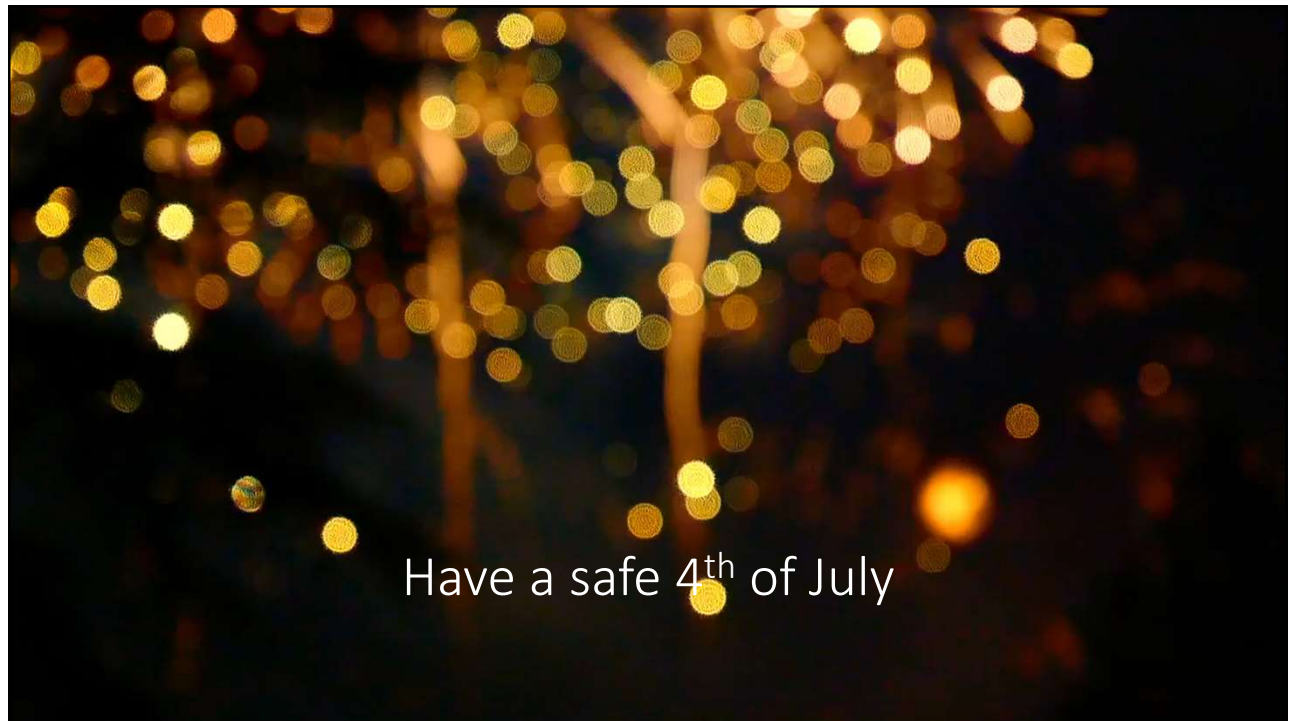
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Fireworks Safety Tips



- Always keep a portable fire extinguisher, bucket of water or garden hose close by.
- If fireworks malfunction, don't relight them! Soak them with water for a few hours.
- After the fireworks show is complete, soak the used fireworks casings and surrounding area with plenty of water.

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Have a safe 4th of July

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Willamette Water Supply System Commission

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GENERAL MANAGER'S REPORT

To: WWSS Board of Commissioners
From: David Kraska, P.E., WWSS General Manager
Date: July 1, 2021
Subject: Willamette Water Supply System General Manager's Report

The following items will be covered during the report by the General Manager:

1. **Remote Meetings Etiquette** – Thank you for your continued flexibility as we hold our meetings remotely. We request participants continue to adhere to three basic rules:
 - a. Please mute your microphone when you are not speaking.
 - b. Please identify yourself before you speak.
 - c. If someone other than a Board member would like to ask a question or make a comment, please use the “raise hand” feature to let the General Manager know and wait to be acknowledged.
2. **Safety Minute** – David Kraska will present today's safety minute.
3. **Board Meeting Appointments** – Please note that the current Board meeting Outlook appointments (for both executive and regular sessions) will be updated following this meeting. Please look for a cancelation email from Faye Branton's calendar and a new series of appointments from Annette Rehms. If you experience any trouble with this update, please reach out to Annette.
4. **Approvals and Procurements Forecast** – Attached to this General Manager's Report is the approvals and procurements forecast (Forecast) for June through August 2021. The Forecast presents a view of WWSP activities that have recently been approved or are scheduled for approval over the next two months by either the WWSP Director/WWSS General Manager, WWSS Committees, or the WWSS Board. Joelle Bennett will present a staff report on these anticipated August business agenda items later in this meeting.
5. **Projects Planning, Permitting, and Communications Updates** – The WWSP permitting activity remains very active. Attached to this General Manager's Report is a tabulation of the permits and approvals that were recently granted, and the status of those that are currently in progress. Perhaps most notable this month were two long-anticipated actions by the United States Army Corps of Engineers (USACE). They approved a major permit modification related to a bundle of projects that included PLW_2.0, PLM_5.3, and MPE_1.0. They also approved a minor permit modification related to a bundle of projects that included WTP_1.0, PLM_4.3, RES_1.0, and PLW_2.0.

Despite restrictions and modified business practices of the permitting agencies related to COVID-19, our permits continue to be processed in a timely manner.
6. **Projects Design Status Updates** – Work on multiple design projects continues, including seven pipeline projects, the Water Treatment Plant (WTP_1.0), the Distributed Controls System (DCS_1.0), and the Water Storage Tanks (RES_1.0). All design projects are progressing according to plan.

7. Projects Construction Status Updates – There are seven active construction projects:

Project	Description	Progress Since Last Month
1. RWF_1.0	Raw Water Facilities project located at the Willamette River Water Treatment Plant	<ul style="list-style-type: none"> - Completed pipe ram at Arrowhead Creek; removing spoils from casing. - Continued installation of 8-inch potable water line. - Received refurbished CoW RW pump 2-P-1. Prepping for reinstallation. - Continued concrete construction for new flow meter vault at Upper Site. - Continued installation of 66-inch RW line through Park area. - Core drilling openings in west wall of RWPS for new pump discharge header piping. - Continued backfill of access road used for soil stabilization work. - Removed tree protection sheet pile shoring.
2. PLM_1.1	Raw water pipeline project in Wilsonville that extends from our RWF_1.0 project to Wilsonville Road	<ul style="list-style-type: none"> - Additional work required in drainage swale by City. Will complete in mid-June.
3. PLM_1.2	Raw water pipeline project being completed in partnership with the City of Wilsonville's Garden Acres Road project	<ul style="list-style-type: none"> - Continued punch-list corrective items for both Schedule A (road work) and Schedule B (waterline work).
4. PLM_5.1	Finished water pipeline project being completed in partnership with Washington County's Roy Rogers Road project	<ul style="list-style-type: none"> - Continued installation of cathodic protection systems, CARV vault assemblies and access vaults. - Tigard Turnout vault construction. - Mainline disinfection currently underway. - Tie-in to PLM_5.2 anticipated for mid-July.
5. PLW_1.3	Finished water pipeline project in South Hillsboro from SW Farmington Road to SE Blanton Street	<ul style="list-style-type: none"> - 30-inch TVWD Turnout pipe installed along SW Rosedale Rd and SW 209th Ave is complete. - SW 209th road closure reopened on Saturday, June 5th. - Started installation of Farmington meter vault. - 66-inch pipe installation from Rosedale Rd. to the north. - Butternut Creek crossing – microtunneling breakthrough
6. MPE_1.1/ COB_1.1	Finished water pipeline project being completed in partnership with the City of Beaverton's SW Western Avenue project	<ul style="list-style-type: none"> - Pre-construction meeting held 5/13/2021. - Erosion control, initial clearing and grubbing underway. - Franchise utility relocation and coordination. - Utility potholing.
7. MPE_1.2/ COB_1.2	Finished water pipeline project in Beaverton from SW Scholls Ferry Road at Greenway to SW Allen Boulevard at Western Avenue	<ul style="list-style-type: none"> - Pre-construction Meeting Held 5/26/2021 - Submittals and RFIs underway. - Utility coordination progressing.

All projects remain on track and are progressing according to plan. All contractors are remaining in compliance with the Governor's Executive Order No. 20-12 regarding hygiene and social distancing.

- 8. Steel Market Exposure Update** – In response to questions from Board members, the WWSP has completed an analysis of steel market exposure for unbid construction projects and defined potential responses. Approximately 18,000 tons of steel remain to be bid, and over 10,000 tons (60%) are scheduled to be bid in 2021. WWSS-led projects (i.e., excluding partnered projects) will include purchases of approximately 6,500 tons of steel in 2022 and beyond, 74% of which is rebar for WTP_1.0-Phase 2 construction. Using the May 24, 2021 spot-price for steel, a \$12.6M increase above Baseline 6.1 is estimated; this represents approximately 1.9% of the remaining WWSS projects construction and contingency budget.

Steel prices are currently very dynamic. The following quote from IHS Markit in June 2021 highlights this point:

Steel prices are extreme and should decline from late second quarter through the end of 2021. Locking now will mean over-paying over the second half of the year.

Steel markets are the worst for buyers in at least a decade, and for US sheet the worst ever. However, markets should turn soon as increased production and imports alleviate supply shortages. There is no shortage of capacity; the problems were caused by capacity remaining idle too long after demand started to recover from COVID-19 lockdowns.

Subject matter experts on our Program Management Team developed and evaluated a range of risk avoidance, transfer, mitigation, and acceptance responses. Alternatives deemed to be practical and reasonably likely to still enable achievement of the July 2026 in-service date were selected and carried forward for further analysis:

- **Alternative 1. Owner-procured Hot-rolled Coil (HRC) and Rebar Only for Pipelines and Facilities:**
Issue contracts as soon as possible to purchase raw HRC for pipe fabrication and rebar. Use of owner-provided steel coil and rebar would be included in the pipeline and facilities construction contract documents. The rebar/coil would then be provided to the successful contractor/pipe fabricator teams in order to construct pipelines or to the existing Construction Management/General Contractor (CM/GC) contractors for facilities.
- **Alternative 2. Owner-procured Fabricated Pipe for Pipelines and Rebar/Other Steel for Pipelines and Facilities:**
Pre-purchase fabricated pipe and the majority of remaining steel products including steel plate, rebar and other steel products needed to complete the pipeline and facilities projects.
- **Alternative 3. CM/GC-procured Fabricated Pipe and Rebar/Other Steel for Facilities:**
Three of the remaining WWSS projects have CM/GC contracts and would accelerate the purchase (and/or reduce subcontractor quantities marked up) if purchased directly by the CM/GC.
- **Alternative 4. Track steel pricing closely, defer other actions:**
Continue with the current procurement schedule, continue to use escalation/de-escalation clauses for steel component pricing when bidding construction contracts while also continuing to monitor the steel market trends.

Potential application of each of these alternatives was evaluated for the remaining unbid, WWSS-led projects. WWSP staff are implementing Alternative 4 by continuing to monitor steel prices and employing steel escalation/de-

escalation clauses in bid documents to limit the impact of this unusual material cost escalation in bid pricing. The next pipeline project to bid is PLM_5.3 Grabhorn Road at Tile Flat to Rosedale Road, which is a component of the combined RES_1.0 Water Storage Tanks and PLM_5.3 Guaranteed Maximum Price (GMP) from the CM/GC contractor. This procurement reflects a combination of Alternatives 3 and 4 because it is proceeding slightly ahead of schedule and the bidding documents include a steel escalation/de-escalation clause. Mike Britch has an informational presentation on this matter later in today's meeting. In addition, WWSP staff will further examine the cost-benefit of implementing Alternative 3 through early rebar procurement by the Water Treatment Plant (WTP_1.0) project's CM/GC contractor. Alternatives 1 and 2 would expose the WWSS to risks associated with delivery, storage, and product integrity issues leading to potential claims from construction contractors and, consequently, are not currently being pursued.



Approvals and Procurement Forecast: June 2021 through August 2021

This report provides a three-month projection of (1) forthcoming actions under the WWSS Management Authority Matrix and (2) ongoing and forthcoming procurements.

a = Actual date
 e = Email approval
 FC = Finance Committee
 LCRB = Local Contract Review Board
 MC = Management Committee
 N/A = Not applicable
 OC = Operations Committee

Rec. = Recommendation
 t = Tentative date
 TBD = To be determined; sufficient information not available to project a date
 Note: Dates in red text indicate meetings needed outside the normal meeting schedule

Type	Description	Projected Action	Body/Position (projected action date)		
			Program Director	WWSS Committees	WWSS Board
Program Baseline or Related Plans (above Program Director's Authority)	1. None	Approve	N/A	N/A	N/A
		Execute	N/A	N/A	N/A
Real Estate	2. PLM_1.3 Resolution of Need	Approve	N/A	MC: 4/22/2021 a	5/6/2021 a
	3. PLM_4.2 Resolution of Need and Delegation of Authority for Acquisition to Washington County	Approve	N/A	MC: 6/17/2021 a	7/1/2021 t
	4. PLM_1.3 Resolution of Need (first supplemental approval)	Approve	N/A	MC: 7/22/2021 t	8/5/2021 t
	5. MPE_1.2 Resolution of Need (third supplemental approval)	Approve	N/A	MC: 7/22/2021 t	8/5/2021 t
IGAs, MOUs, Permit Commitments, & Similar Agreements	6. DCS_1.0 Sherwood Broadband Services IGA	Approve	N/A	MC: 3/18/2021 a	4/1/2021 a
		Execute	8/31/2021 t	N/A	N/A
	7. PLW_2.0 Settlement Agreement with Metro and Hillsboro for OWNP	Approve	N/A	MC: 4/22/2021 a	5/6/2021 a
		Execute	6/30/2021 t	N/A	N/A
	8. PLM_4.1 WCLUT Construction IGA	Approve	N/A	MC: 4/22/2021 a	5/6/2021 a
		Execute	6/8/2021 a	N/A	N/A
	9. PLM_4.1 WCLUT Design IGA Amendment 3	Approve	N/A	MC: 4/22/2021 a	5/6/2021 a
		Execute	5/27/2021 a	N/A	N/A
	10. PLM_1.3 BPA Reimbursement Agreement	Approve	N/A	MC: 5/20/2021 a	6/3/2021 a
		Execute	6/30/2021 t	N/A	N/A
	11. PLM_4.2 WCLUT Teton to Langer Design IGA Amendment 3	Approve	N/A	MC: 6/17/2021 a	7/1/2021 t
		Execute	8/31/2021 t	N/A	N/A
	12. PLM_4.4 WCLUT RRR Design IGA Amendment 1	Approve	N/A	MC: 6/17/2021 a	7/1/2021 t
		Execute	8/31/2021 t	N/A	N/A
	13. Execute WWSS IGA Exhibit 13 Intergovernmental Agreement for Financial Assurances Between City of Beaverton and Willamette Water Supply System (approved with WWSS IGA in 2019 but never signed)	Approve	N/A	MC: 6/17/2021 a	7/1/2021 t
	Execute	7/30/2021 t	N/A	N/A	
14. PLM_4.4 WCLUT Construction IGA	Approve	N/A	MC: 7/22/2021 t	8/5/2021 t	
	Execute	8/30/2021 t	N/A	N/A	
15. PLW_1.2 WCLUT Construction IGA	Approve	N/A	MC: 7/22/2021 t	8/5/2021 t	
	Execute	8/30/2021 t	N/A	N/A	

Type	Description	Projected Action	Body/Position (projected action date)		
			Program Director	WWSS Committees	WWSS Board
IGAs, MOUs, Permit Commitments, & Similar Agreements <i>continued</i>	16. PLM_1.3 Settlement Agreement with W-4 LLC	Approve	N/A	MC: 7/22/2021 t	8/5/2021 t
		Execute	8/30/2021 t	N/A	N/A
	17. RES_1.0 WCLUT Grabhorn Road Realignment IGA	Approve	N/A	MC: 7/22/2021 t	8/5/2021 t
		Execute	8/30/2021 t	N/A	N/A
	18. WTP 124 th Storm Line Developer Agreement with TCC	Approve	N/A	N/A	N/A
		Execute	7/30/2021 t	N/A	N/A
Contracts (above Program Director's Authority)	19. MPE_1.2/COB_1.2 Construction Contract <ul style="list-style-type: none"> • Goal: Construct MPE_1.2 and COB_1.2 pipeline project • Value: \$54.6M • Contractor: Emery & Sons Construction Group 	Approve	N/A	MC 4/22/2021 a	5/6/2021 a
		Execute	5/10/2021 a	N/A	N/A
Contract Amendments and Change Orders (above Program Director's Authority)	<ul style="list-style-type: none"> • WWSP Program and Construction Management Services FY 2022 Annual Work Plan • Goal: Approve scope, staffing, and fee for program and construction management services for FY 2022 • Value: \$17.8M • Contractor: Stantec 	Approve	N/A	MC: 5/20/2021 a	6/3/2021 a
		Execute	6/30/2021 t	N/A	N/A
Local Contract Review Board (LCRB) Actions	<ul style="list-style-type: none"> • None 	Approve	N/A	N/A	N/A

Willamette Water Supply Program Permits and Approvals – Recent Actions and Status

Date of Report: June 30, 2021

Permits and Approvals Recently Granted

Agency	Projects Involved	Permit or Approval Granted
Washington County	RES_1.0	Design exception
Washington County	PLM_4.3	Determination of no additional land use approval needed for staging area
USACE	PLW_2.0, PLM_5.3, MPE_1.0	Major permit modification approval
USACE	WTP_1.0, PLM_4.3, RES_1.0, PLW_2.0	Minor permit modification approval

Permits and Approvals in Progress

Agency	Projects Involved	Permit or Approval Granted
City of Beaverton	MPE_1.2	Site development permit
ODOT	PLM_1.3	Crossing and Right-of-Way permits
DEQ	MPE_1.2	1200-c for Highway 217 crossing
City of Tigard	MPE_1.2, MPE_1.3	Land use for construction staging area
Genesee & Wyoming Railroad	PLM_1.3	Access agreement and occupancy license
Clean Water Services	WTP_1.0	Site development permit
ODOT	MPE_1.2	Right-of-Way utility permit
TriMet	MPE_1.2	Utility occupancy license

Willamette Water Supply System Commission

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**Willamette Water Supply System Commission
 Board Meeting Minutes
 Thursday, June 3, 2021**

Commissioners present:

Tualatin Valley Water District (TVWD):	Jim Duggan
City of Beaverton:	Lacey Beaty
City of Hillsboro:	David Judah

Committee Members present:

TVWD:	Tom Hickmann, Management Committee
City of Hillsboro:	Niki Iverson, Management Committee
	Chris Wilson, Management Committee
	Lee Lindsey, Finance Committee
	Eric Hielema, Operations Committee
City of Beaverton:	Chad Lynn, Management Committee
	David Winship, Operations Committee

Managing Agency Administrative Staff present:

Dave Kraska, Willamette Water Supply Program (WWSP) Director; WWSS Commission General Manager
 Joelle Bennett, WWSP Assistant Director
 Bill Van Derveer, WWSP Program Manager
 Lisa Houghton, WWSP Finance Manager
 Christina Walter, WWSP Permitting & Outreach Manager
 Clark Balfour, TVWD General Counsel
 Annette Rehms, WWSP Administrative Assistant
 Debbie Carper, TVWD and WWSS Commission Recorder

Other Attendees:

Tommy Brooks, Cable Huston Legal Counsel
 Matt Oglesby, TVWD Asset Management Division Manager
 Shital Patel, TVWD Technical Services Accountant

CALL TO ORDER

Chair Judah called the regular Willamette Water Supply System (WWSS) Commission meeting to order at 12:08 p.m.

ROLL CALL

Ms. Carper administered the roll call and noted attendance.

EXECUTIVE SESSION ACTION

Commissioners noted they recently learned there has been a legal challenge to the Thermal Trading Plan that was proposed to the Department of Environmental Quality, which is a critical part of obtaining Water Quality Certification under the Clean Water Act.

Motion was made by Duggan, seconded by Beaty, that 1) the Commission acknowledges it has a vested interest in the approval of the Thermal Trading Plan and the outcome of the legal challenge to that plan; and 2) that it authorizes staff and legal counsel to participate in all proceedings necessary to protect that vested interest, including by filing pleadings and other documents with the court as is deemed necessary. The motion passed unanimously with Beaty, Duggan and Judah voting in favor.

Commissioners indicated the WWSP currently operates under a Management Authority Matrix (MAM). It appears that the MAM would benefit from a small revision to clarify the spending authority of the General Manager in the situation where the condemnation process has been initiated.

Motion was made by Judah, seconded by Beaty, that the Commission 1) modifies the MAM to authorize the General Manager to acquire property interests for an amount that is up to twice the appraised value of the property, or \$150,000.00, whichever is greater; 2) ratifies any prior acquisitions that meet these criteria; and 3) directs staff to update the MAM to reflect this clarification. The motion passed unanimously with Beaty, Duggan and Judah voting in favor.

1. GENERAL MANAGER'S REPORT

Mr. Kraska presented a safety minute on bicycle safety. (*presentation on file*)

The General Manager's report included an overview of etiquette for remote meetings; the Approvals and Procurement Forecast covering May through August 2021; updates on projects planning, permitting and communications; and status updates on the design and construction of projects. The report also noted that all contractors are remaining in compliance with the Governor's Executive Order No. 20-12 regarding hygiene and social distancing.

2. PUBLIC COMMENT

There were no public comments.

3. CONSENT AGENDA

- A. Approve the May 6, 2021, meeting minutes.

Motion was made by Beaty, seconded by Duggan, to approve the Consent Agenda as presented. The motion passed unanimously with Beaty, Duggan and Judah voting in favor.

4. BUSINESS AGENDA

- A. Approve PLM_1.3 Bonneville Power Administration (BPA) Agreement – *Joelle Bennett*

Ms. Bennett said the project, which has reached 60% design, includes installing pipeline within SW Ridder Road in Wilsonville. The proposed agreement includes provisions for relocation of BPA infrastructure connecting two substations on opposite sides of the road. Since the BPA requires payment to be linked to entities within its payment system, Tualatin Valley Water District, as the Commission's Managing Agency, will enter into the agreement on behalf of the Commission. Funds for the relocation work will draw on project contingency.

Motion was made by Beaty, seconded by Duggan, to adopt Resolution No. WWSS 10-21 approving an agreement on behalf of the Willamette Water Supply Commission between the Tualatin Valley Water District and Bonneville Power Administration (Agreement Number 21TP-12325). The motion passed unanimously with Beaty, Duggan and

Judah voting in favor.

B. Approve WWSP Program and Construction Management Services FY 2022 Annual Work Plan – *Dave Kraska*

Mr. Kraska described the services Stantec will provide starting in Fiscal Year 2022, reviewed the history and main elements of the 2015 contract and described the budget impact of the proposed Annual Work Plan, including partner cost shares. (*presentation on file*)

Motion was made by Duggan, seconded by Beaty, to approve an Annual Work Plan for Stantec Consulting Services, Inc. to provide Program and Construction Management Services for the Willamette Water Supply Program during Fiscal Year 2022. The motion passed unanimously with Beaty, Duggan and Judah voting in favor.

Mr. Van Derveer, Stantec Vice President, thanked the Commission for its trust and confidence and for the privilege to work on the WWSP.

C. Adopt FY21-22 WWSS Board Meeting Schedule – *Dave Kraska*

Mr. Kraska said staff is recommending continuing the current meeting schedule of the first Thursday of each month at noon.

Motion was made by Beaty, seconded by Duggan, to adopt Resolution No. WWSS 11-21 establishing regular monthly meeting dates of the Willamette Water Supply System Board of Commissioners for fiscal year 2021-22. The motion passed unanimously with Beaty, Duggan and Judah voting in favor.

D. Approve Delegation of Authority to TVWD for a State and Tribal Assistance Grant (STAG) Letter of Interest (LOI) – *Dave Kraska*

Mr. Kraska said in order to be considered for this grant, the Commission needs to delegate authority to TVWD to use its Water System Identification Number and submit an LOI on the Commission's behalf.

In response to a question, Mr. Kraska said there is not expected to be any risk to TVWD in using its identification number in this way since any potential funding received would be owned and managed separately by each partner agency. In response to a question about what would happen if TVWD were to no longer be the Managing Agency of the WWSS, Mr. Kraska noted that he believed that the WWSS Commission intergovernmental agreement (IGA) stipulated that TVWD would be the Managing Agency at least through 2032, which should mitigate this concern.

[Recorder's Note: Upon reviewing the WWSS Commission IGA after the meeting, Mr. Kraska found that this stipulation is in the Willamette Intake Facilities Commission IGA, not the WWSS IGA. Regardless, Mr. Kraska contends that it is still appropriate to use TVWD's water system identification number for this LOI as it is the Managing Agency for the Willamette Water Supply Program (WWSP), and making a change of the Managing Agency before the WWSP is complete in 2026 is highly unlikely.]

Motion was made by Duggan, seconded by Beaty, to adopt Resolution No. WWSS 12-21 approving Delegation of Authority to the Tualatin Valley Water District to seek State and Tribal Assistance Grant Funding. The motion passed unanimously with Beaty, Duggan and Judah voting in favor.

5. INFORMATION ITEMS

A. Planned July Business Agenda Items – *Joelle Bennett*

Ms. Bennett presented information on business agenda items planned for the July 1, 2021, WWSS Commission Board meeting.

Staff anticipates recommending the following actions:

1. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA
2. Adopt PLM_4.2 WCLUT Teton to Langer Design IGA Amendment Three
3. Adopt PLM_4.4 WCLUT Roy Rogers Road Design IGA Amendment One
4. Approve PLM_1.3 Settlement Agreement with W-4 LLC

B. The next Board meeting is scheduled on July 1, 2021, via Microsoft Teams conference

6. COMMUNICATION AND NON-AGENDA ITEMS

There was none.

ADJOURNMENT

There being no further business, Chair Judah adjourned the meeting at 12:44 p.m.

David Judah, Chair

James Duggan, Vice Chair

STAFF REPORT

To: Board of Commissioners

From: Joelle Bennett, P.E., WWSP Assistant Program Director

Date: July 1, 2021

Subject: Resolution Declaring Public Necessity to Acquire Property Interests Over, Upon, Under, and Through Real Property for Pipeline Section PLM_4.2 for the Willamette Water Supply System

Requested Board Action:

Consider adopting a resolution declaring public necessity to acquire permanent and temporary construction easements over, upon, under, and through real property for pipeline section PLM_4.2 for the Willamette Water Supply System (WWSS) and delegating authority to Washington County to complete the acquisitions.

Key Concepts:

The WWSS includes a section of pipeline referred to as PLM_4.2.

- The Willamette Water Supply Program (WWSP) has progressed the design of this pipeline section to enable identification of property requirements for construction and long-term operation and maintenance of the pipeline.
- After consideration of various alignments and alternatives, the identified route will be located in a manner that will be most compatible with the greatest public good and the least injury to private property owners.
- The PLM_4.2 project is partnered with Washington County Land Use and Transportation (WCLUT) to deliver roadway improvements in concert with the WWSS pipeline construction. WCLUT is the contracting entity that will complete the construction of the waterline improvements on behalf of the WWSS Commission. A portion of the WWSS project requires real property acquisitions beyond what WCLUT needs for its roadway improvements.
- WWSP and WCLUT agree that it would be most efficient for all parties if all real estate acquisition for this project were performed by a single entity. WCLUT has agreed to acquire property for the waterline work at the same time it acquires property for its roadway needs.
- This resolution declares the public need for the property interests related to the waterline work and enables the WWSS Commission's agents, including the WWSP team and Washington County staff and agents, to begin negotiating with respective property interest holders, and also authorizes the acquisition of the property interests by eminent domain, to the extent negotiations fail.

Background:

The pipeline alignment for PLM_4.2 is located along SW Tualatin-Sherwood Road, from SW 124th Avenue to Langer Farms Parkway. This pipeline is located in incorporated Washington County and the pipeline project is partnered with the County roadway project. The project area is shown in the attached map. The pipeline will be a 66-inch diameter welded steel pipe.

Resolution Declaring Public Necessity to Acquire Property Interests for WWSP Pipeline Section PLM_4.2

July 1, 2021

Page 2 of 3

The PLM_4.2 pipeline alignment requires permanent right of way, which Washington County will procure and dedicate as part of the public right of way or include in a public utility easement.

The WWSS Commission has authority to acquire real property for the WWSS. Washington County has the same authority to acquire real property for its needs.

The pipeline section PLM_4.2 requires the acquisition of real property for the construction, operation, and maintenance of the WWSS. The PLM_4.2 pipeline alignment was selected through an extensive alternatives evaluation, and the preferred location was selected based on the best interests of the public and the least injury to private property owners. The resolution enables the initiation of the property acquisition process, including negotiations with interest holders, and also authorizes the acquisition of the property interests by eminent domain, to the extent negotiations fail.

Unique to this resolution, which makes it different from similar resolutions executed by the WWSS Commission Board to date, is that it also authorizes Washington County to acquire property on behalf of the WWSS Commission. There are certain properties along this project that require acquisition solely for the WWSS. WWSP and Washington County agree that it would be more efficient, and less confusing to the property owners if all property acquisition were performed by a single entity. Washington County has agreed to perform this service, but it requires this delegation of authority by the WWSS Commission.

Budget Impact:

Funds for purchase of the easements shown in Exhibit 1 are included in the WWSP baseline budget.

Staff Contact Information:

Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org

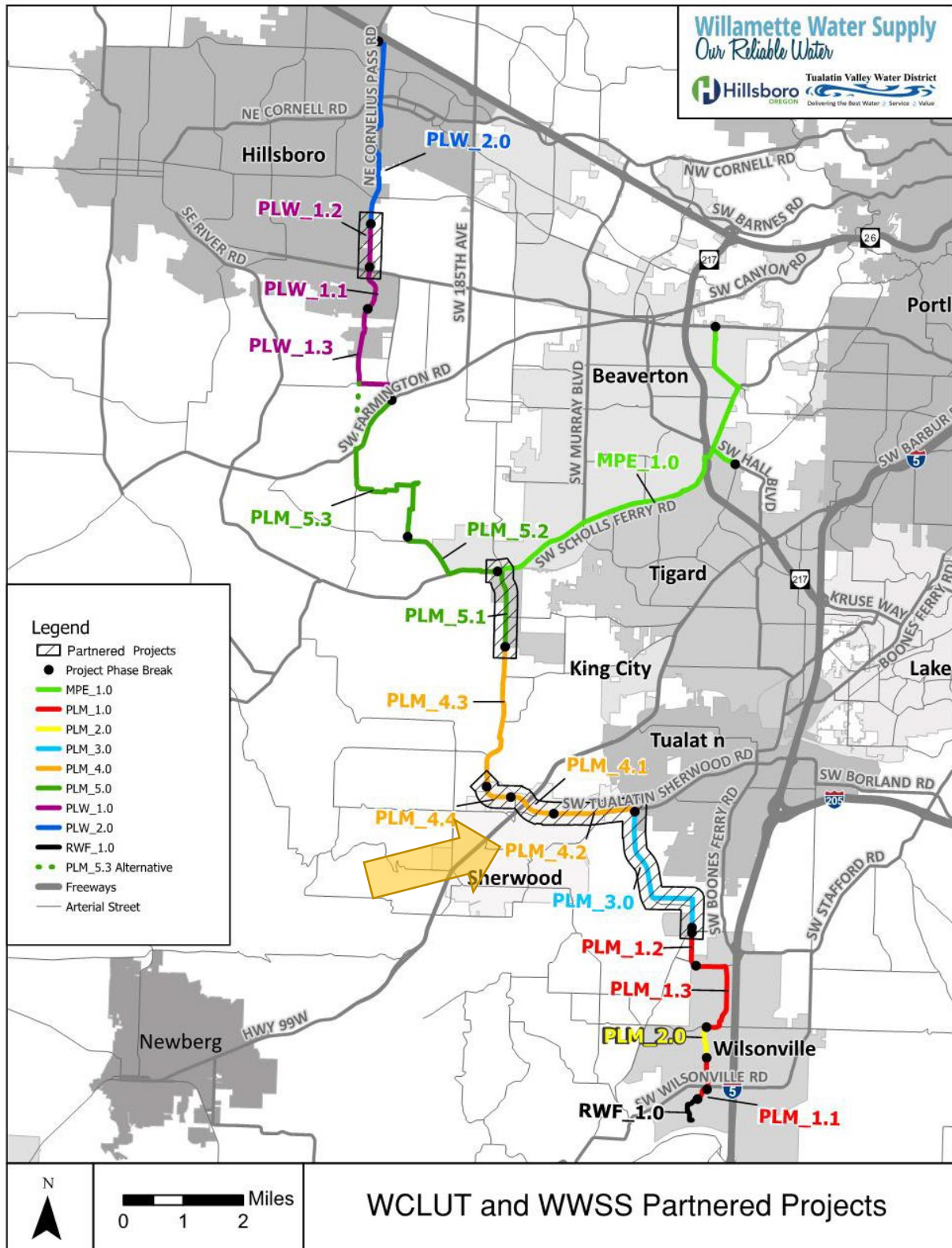
Clark Balfour, General Counsel, 503-848-3061, clark.balfour@tvwd.org

Joelle Bennett, P.E., WWSP Assistant Program Director, 503-941-4577, joelle.bennett@tvwd.org

Attachments:

- Project area map
- Proposed Resolution
- Exhibit 1: Property Interests (including Exhibit A Legal Descriptions and Exhibit B Acquisition Maps)

Project area map:



Willamette Water Supply System Commission

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RESOLUTION NO. WWSS-13-21

RESOLUTION DECLARING PUBLIC NECESSITY TO ACQUIRE PROPERTY INTERESTS OVER, UPON, UNDER AND THROUGH REAL PROPERTY FOR PIPELINE SECTION PLM_4.2 FOR THE WILLAMETTE WATER SUPPLY SYSTEM AND DELEGATING AUTHORITY TO WASHINGTON COUNTY.

WHEREAS, the above-entitled matter came before the Willamette Water Supply System Commission (WWSS Commission) at its regular meeting on July 1, 2021; and,

WHEREAS, the Willamette Water Supply System Intergovernmental Agreement (Agreement) between Tualatin Valley Water District (TVWD), the City of Hillsboro (Hillsboro), and the City of Beaverton (Beaverton) (collectively, Members) created the WWSS Commission, an ORS Chapter 190 intergovernmental entity, effective July 1, 2019, to exercise the powers and duties set forth in the Agreement; and,

WHEREAS, pursuant to the Agreement, TVWD has been designated as the Managing Agency of the WWSS Commission; and,

WHEREAS, the Willamette Water Supply System (WWSS) includes, but is not limited to, an expanded and improved water intake on the Willamette River in the City of Wilsonville currently owned by TVWD and the City of Wilsonville, along with a new raw water pipeline, potable water treatment plant, finished water pipelines, pumping, storage, and other necessary water system facilities to enable the WWSS to utilize existing water rights to provide water system ownership and reliability to the Members' water system users; and,

WHEREAS, the WWSS Commission has been delegated authority by its Members under the Agreement and ORS Chapter 190 pursuant to City Charters, ORS 223.005 to 223.105, ORS 264.240 and Oregon Revised Statutes Chapter 35 to acquire real property by purchase or through eminent domain proceedings; and,

WHEREAS, the WWSS Commissioners determine, consistent with the powers and purposes of the WWSS Commission, that it is necessary for the economic well-being, public health, safety and welfare of the WWSS Commission and the Members' water system users, to acquire fee title to certain real property, as well as necessary rights-of-way, easements, and other property interests, in order to design, locate, construct, operate, and implement the WWSS; and,

WHEREAS, the WWSS Commission has entered into an Intergovernmental Agreement with Washington County (County) for the Joint Design of PLM_4.2 SW Tualatin-Sherwood Road – Teton to Langer Farms Parkway in February 2019, and thereafter amended, for the joint design and construction of this Washington County roadway project and this WWSS pipeline project; and,

WHEREAS, after investigation of various routes for a water pipeline and related water system facilities, the WWSS Commission has determined that certain property interests, are necessary for the construction, location, and operation of the WWSS, and in particular, pipeline section PLM_4.2, and that such use is planned and located in a manner that is most compatible with the greatest public benefit and the least private injury; and,

Willamette Water Supply
Our Reliable Water

WHEREAS, such property interests are preliminarily described on Exhibits A and depicted for illustration purposes only on Exhibits B attached hereto and incorporated by reference, with final legal descriptions and easement documents to be determined by TVWD staff, including the Willamette Water Supply Program (WWSP) and its consultants, as the Managing Agency and on behalf of the WWSS Commission, to be reasonably necessary to accommodate the design and operation of the WWSS (the Easement Interests); and,

WHEREAS, the WWSS Commission finds that declaration by resolution to acquire the Easement Interests for the WWSS is necessary and being so advised.

NOW, THEREFORE, BE IT RESOLVED BY THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION THAT:

Section 1: The above recitals shall form an integral part of this resolution and shall have the same force and effect as if fully stated herein.

Section 2: It is necessary for the preservation of economic well-being, public health, safety, and welfare of the public served by the Members and the WWSS that the WWSS Commission commences the acquisition process for the Easement Interests through exercise of the power of eminent domain.

Section 3: WWSS Commission, through its agents, including TVWD staff, the WWSP, Washington County staff, and either agency's counsel, are authorized to retain real estate appraisers, negotiators, and other consultants, with said appraisals to be prepared under the auspices of WWSS Commission counsel, for initiation of proceedings as described below.

Section 4: WWSS Commission's agents, including TVWD staff, WWSP, consultants, Washington County staff, and either agency's counsel, are authorized to negotiate in good faith necessary agreements to acquire the Easement Interests on behalf of and in the name of the WWSS Commission and to pay just compensation and applicable compensable damages in accordance with applicable law without necessity of further approval by the WWSS Commission.

Section 5: TVWD staff, WWSP, Washington County staff, and either agency's counsel are authorized to file complaints in condemnation, on behalf of and in the name of the WWSS Commission, and to take other steps as they determine necessary as the Managing Agency, and to prosecute to final determination such actions to acquire title to the Easement Interests if negotiations fail.

Section 6: Upon the trial of any suit or action instituted to acquire the Easement Interests, counsel acting for and on behalf of the WWSS Commission are authorized to make such stipulation, agreement, or admission as in their judgment may be for the best interest of the WWSS Commission and to take possession of the Easement Interests at such time as appropriate in their judgment without necessity of further WWSS Commission approval.

Willamette Water Supply
Our Reliable Water

Approved and adopted at a regular meeting held on the 1st day of July 2021.

David Judah, Chair

James Duggan, Vice Chair

Proposed

Willamette Water Supply System Commission

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EXHIBIT "A"

SW Tualatin-Sherwood Road
SW Langer Farms Parkway to SW Teton Avenue
June 15, 2021

Project WWSP
File No. 05
Tax Map 2S129A
Tax Lot 000400

PARCEL 1 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land lying in the Southeast one-quarter of the Northeast one-quarter of Section 29, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being a portion of that property described in that Special Warranty Deed – Statutory Form to SHERWOOD PACIFIC LLC, an Oregon limited liability company, AC ANGEL LLC, an Oregon limited liability company, BV-SHERWOOD LLC, an Oregon limited liability company, and WALI PDX HOLDINGS LLC, an Oregon limited liability company, recorded February 03, 2016 as Document Number 2016-007609 of Washington County Records; said parcel being that portion of said property included in a strip of land lying on the Northerly side of the centerline of SW Tualatin-Sherwood Road, which centerline is described as follows:

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Centerline
61+10.00		61+30.00	90.00 in a straight line to 130.00
61+30.00		61+65.00	130.00
61+65.00		62+15.00	130.00 in a straight line to 80.00

Excepting therefrom any portion lying South and West of the following line:

Station	to	Station	Width on Northerly Side of Centerline
61+10.00		61+55.00	90.00
61+55.00		61+80.00	90.00 in a straight line to 55.00
61+80.00		61+80.00	55.00 in a straight line to 49.00

CENTERLINE DESCRIPTION OF A PORTION OF SW TUALATIN-SHERWOOD ROAD

A road centerline situated in the Northeast, Southeast, Northwest, and Southwest one-quarters of Section 29, the Northeast, Northwest, and Southwest one-quarters of Section 28, the Northeast and Northwest one-quarters of section 27, the Southeast one-quarter of Section 22, and the Southwest one-quarter of Section 23, all in Township 2 South, Range 1



West, Willamette Meridian, Washington County, Oregon, being more particularly described as follows:

Beginning at a point on the centerline of SW Tualatin-Sherwood Road (County Road No. 2737), being a punch mark in the rim of a monument box, at centerline station 43+17.71, and being a point of tangency, which bears South $08^{\circ}28'04''$ West a distance of 2661.43 feet from a found 2 inch brass cap, stamped "1988, 20/29, 2S1, Wash. Co. Surveyor", in monument box, at the North one-quarter corner of Section 29, per USBT Book 5, Pages 143-147, Washington County Survey Records; thence South $86^{\circ}30'30''$ East a distance of 639.11 feet to a point of curvature at centerline station 49+56.82, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of $03^{\circ}20'07''$ (the long chord of which bears South $88^{\circ}10'34''$ East 232.82 feet) an arc distance of 232.86 feet to a point of tangency at centerline station 51+89.68, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence South $89^{\circ}50'37''$ East a distance of 2031.24 feet to a point of curvature at centerline station 72+20.92, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the right, through a central angle of $01^{\circ}05'30''$ (the long chord of which bears South $89^{\circ}17'52''$ East 76.21 feet) an arc distance of 76.21 feet to a point of tangency at centerline station 72+97.13, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box, also which bears North $19^{\circ}19'46''$ East a distance of 15.36 feet from a found 2 inch brass cap, stamped "T2S, R1W, 29/28, 1992, WASH. CO. SURVEYOR", in monument box, at the East one-quarter corner of Section 29, per USBT Book 7, Page 21, Washington County Survey Records; thence South $88^{\circ}45'08''$ East a distance of 1251.95 feet to a point of curvature at centerline station 85+49.08, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of $07^{\circ}33'27''$ (the long chord of which bears North $87^{\circ}28'09''$ East 527.24 feet) an arc distance of 527.62 feet to a point of tangency at centerline station 90+76.70, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North $83^{\circ}41'25''$ East a distance of 4734.13 feet to a point of curvature at centerline station 138+10.83, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of $29^{\circ}28'00''$ (the long chord of which bears North $68^{\circ}57'25''$ East 2034.56 feet) an arc distance of 2057.16 feet to a point of tangency at centerline station 158+67.99, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North $54^{\circ}13'25''$ East a distance of 3139.10 feet to a point of curvature at centerline station 190+07.09, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 1700.00 foot radius curve to the right, through a central angle of $32^{\circ}26'33''$ (the long chord of which bears North $70^{\circ}26'42''$ East 949.78 feet) an arc distance of 962.58 feet to a point of tangency at centerline station 199+69.67, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North $86^{\circ}39'58''$ East a distance of 328.52 feet to a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific", in



monument box, at centerline station 202+98.19, which bears North 45°21'30" West a distance of 1563.57 feet from a found 2 inch brass cap, stamped "1/4, 23/26, T2S, R1W, 2005, Wash. Co. Surveyor", in monument box, at the South one-quarter corner of Section 23, per USBT 2005-001, Washington County Survey Records.

This parcel of land contains 4,423 square feet, more or less, excepting therefrom the existing right-of-way of SW Tualatin-Sherwood Road.

The bearings of this description were established on Record of Survey No. 33760, Washington County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

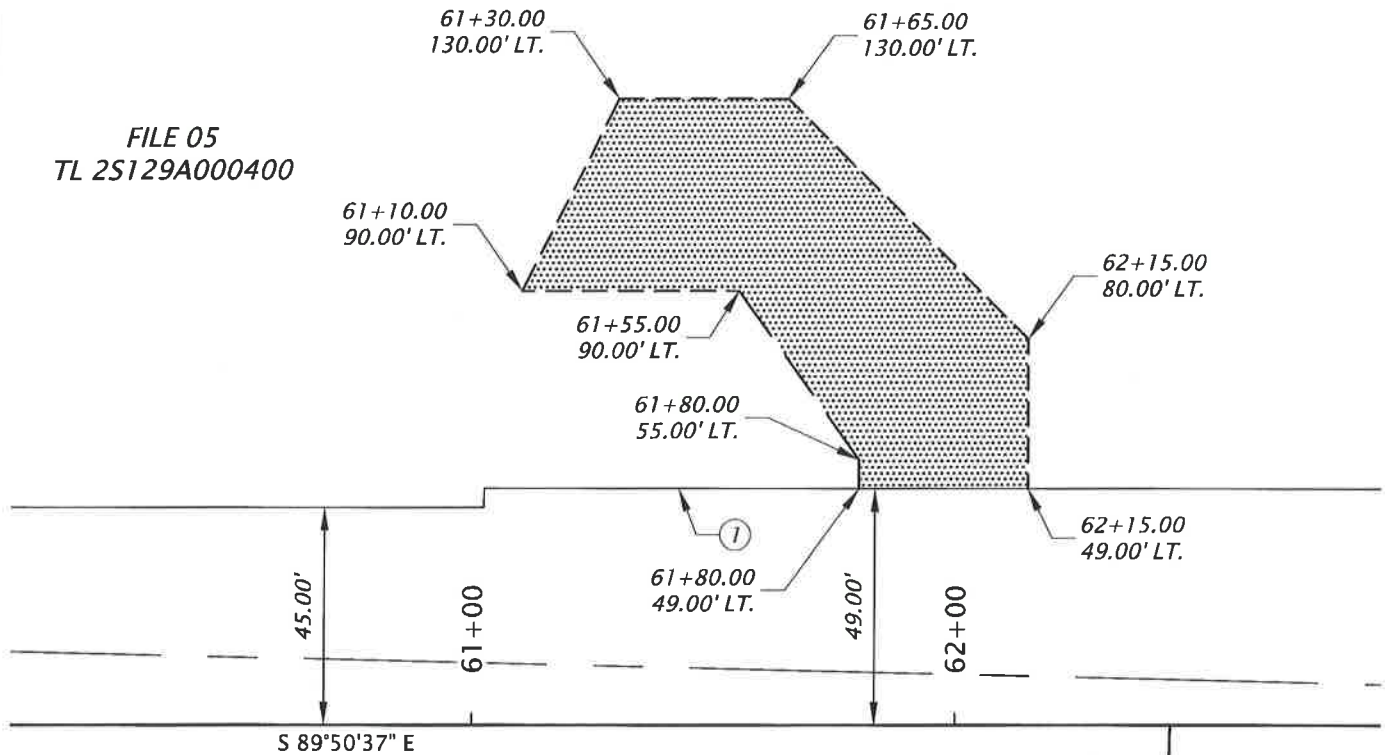
OREGON
MAY 10, 2011
STEPHEN C. WILLIAMS
84070

RENEWS: 06/30/22

EXHIBIT "B"



FILE 05
TL 2S129A000400



SW TUALATIN-SHERWOOD ROAD
(C.R. 2737)

SW CENTURY
DRIVE

LEGEND:



① TEMPORARY CONSTRUCTION EASEMENT
4,423 SQ. FT. ± (0.102 AC. ±)



WWSP
SW TUALATIN-SHERWOOD ROAD

FILE NO:	05-WWSP ACCESS	SUBMITTAL DATE:	JUNE 15, 2021	REV'D:
TAX LOT:	000400	ADDRESS:	14841 SW TUALATIN-SHERWOOD ROAD	
TAX MAP:	2S129A			



**DAVID EVANS
AND ASSOCIATES INC.**
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



EXHIBIT "A"

SW Tualatin-Sherwood Road
SW Langer Farms Parkway to SW Teton Avenue
June 3, 2021

Project WWSP
File No. 23
Tax Map 2S128BD
Tax Lot 00500

PARCEL 1 (TEMPORARY ACCESS EASEMENT)

A parcel of land lying in the Southeast one-quarter of the Northwest one-quarter of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to AREC 24, LLC a Delaware limited liability company, recorded November 23, 2016 as Document Number 2016-096989 of Washington County Records; said parcel being that portion of said property included in a strip of, lying on the Northerly side of the centerline of SW Tualatin-Sherwood Road, which centerline is described as follows:

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Centerline
88+25.00		90+15.00	112.60 in a straight line to 116.00
90+15.00		90+90.00	116.00 in a straight line to 112.00
90+90.00		93+60.00	112.00 in a straight line to 109.40

Excepting therefrom any portion lying South of the following line:

Station	to	Station	Width on Northerly Side of Centerline
88+25.00		90+15.00	88.00 in a straight line to 92.00
90+15.00		90+90.00	92.00 in a straight line to 88.00
90+90.00		93+60.00	88.00 in a straight line to 85.39

CENTERLINE DESCRIPTION OF A PORTION OF SW TUALATIN-SHERWOOD ROAD

A road centerline situated in the Northeast, Southeast, Northwest, and Southwest one-quarters of Section 29, the Northeast, Northwest, and Southwest one-quarters of Section 28, the Northeast and Northwest one-quarters of section 27, the Southeast one-quarter of Section 22, and the Southwest one-quarter of Section 23, all in Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being more particularly described as follows:



Beginning at a point on the centerline of SW Tualatin-Sherwood Road (County Road No. 2737), being a punch mark in the rim of a monument box, at centerline station 43+17.71, and being a point of tangency, which bears South $08^{\circ}28'04''$ West a distance of 2661.43 feet from a found 2 inch brass cap, stamped "1988, 20/29, 2S1, Wash. Co. Surveyor", in monument box, at the North one-quarter corner of Section 29, per USBT Book 5, Pages 143-147, Washington County Survey Records; thence South $86^{\circ}30'30''$ East a distance of 639.11 feet to a point of curvature at centerline station 49+56.82, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of $03^{\circ}20'07''$ (the long chord of which bears South $88^{\circ}10'34''$ East 232.82 feet) an arc distance of 232.86 feet to a point of tangency at centerline station 51+89.68, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence South $89^{\circ}50'37''$ East a distance of 2031.24 feet to a point of curvature at centerline station 72+20.92, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the right, through a central angle of $01^{\circ}05'30''$ (the long chord of which bears South $89^{\circ}17'52''$ East 76.21 feet) an arc distance of 76.21 feet to a point of tangency at centerline station 72+97.13, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box, also which bears North $19^{\circ}19'46''$ East a distance of 15.36 feet from a found 2 inch brass cap, stamped "T2S, R1W, 29/28, 1992, WASH. CO. SURVEYOR", in monument box, at the East one-quarter corner of Section 29, per USBT Book 7, Page 21, Washington County Survey Records; thence South $88^{\circ}45'08''$ East a distance of 1251.95 feet to a point of curvature at centerline station 85+49.08, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of $07^{\circ}33'27''$ (the long chord of which bears North $87^{\circ}28'09''$ East 527.24 feet) an arc distance of 527.62 feet to a point of tangency at centerline station 90+76.70, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North $83^{\circ}41'25''$ East a distance of 4734.13 feet to a point of curvature at centerline station 138+10.83, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of $29^{\circ}28'00''$ (the long chord of which bears North $68^{\circ}57'25''$ East 2034.56 feet) an arc distance of 2057.16 feet to a point of tangency at centerline station 158+67.99, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North $54^{\circ}13'25''$ East a distance of 3139.10 feet to a point of curvature at centerline station 190+07.09, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 1700.00 foot radius curve to the right, through a central angle of $32^{\circ}26'33''$ (the long chord of which bears North $70^{\circ}26'42''$ East 949.78 feet) an arc distance of 962.58 feet to a point of tangency at centerline station 199+69.67, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North $86^{\circ}39'58''$ East a distance of 328.52 feet to a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific", in monument box, at centerline station 202+98.19, which bears North $45^{\circ}21'30''$ West a distance of 1563.57 feet from a found 2 inch brass cap, stamped "1/4, 23/26, T2S, R1W,



2005, Wash. Co. Surveyor^r, in monument box, at the South one-quarter corner of Section 23, per USBT 2005-001, Washington County Survey Records.

This parcel of land contains 11,275 square feet, more or less, excepting therefrom the existing right-of-way of SW Tualatin-Sherwood Road.

The bearings of this description were established on Record of Survey No. 33760, Washington County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

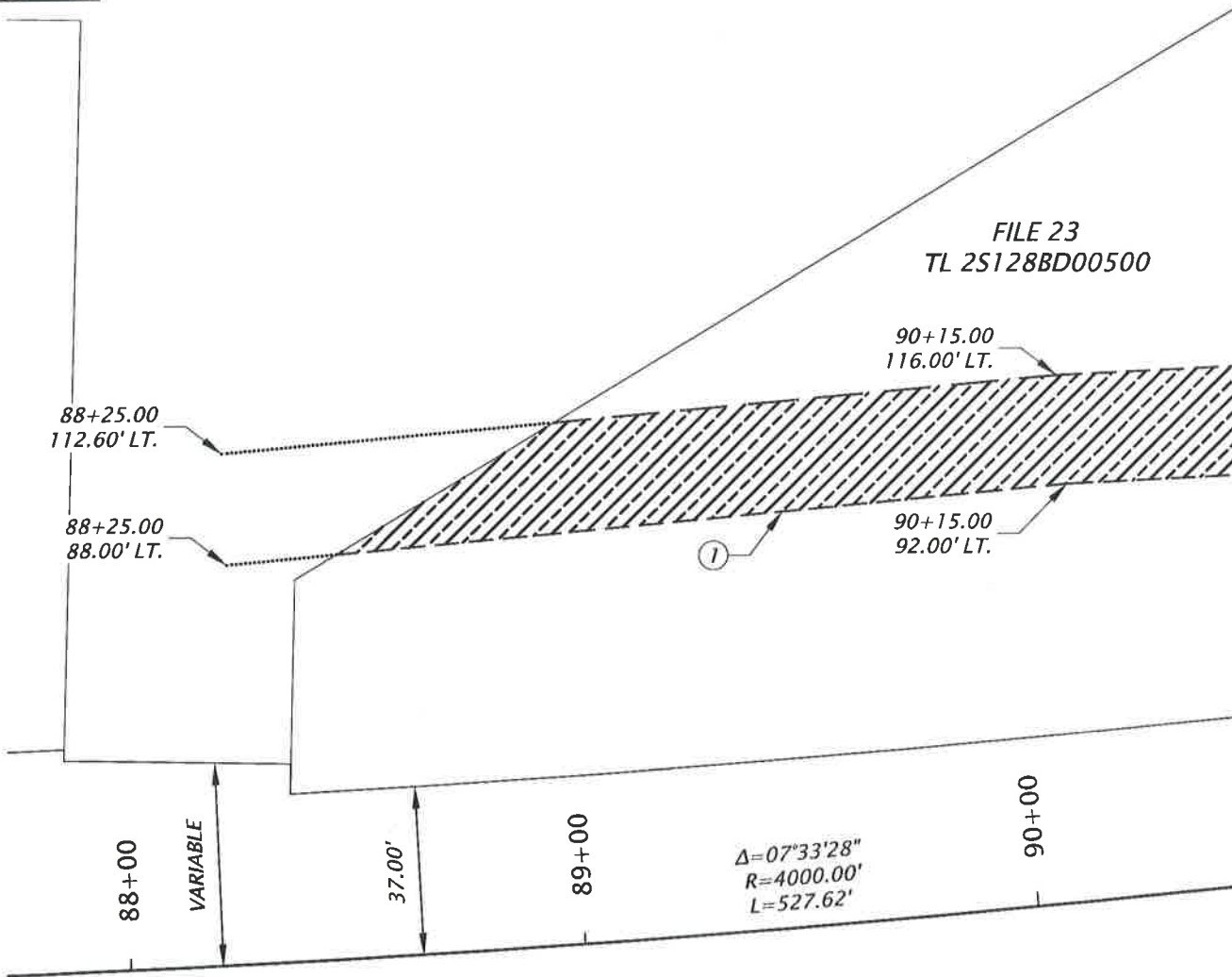
A handwritten signature in black ink, appearing to read 'Stephen C. Williams'.

OREGON
MAY 10, 2011
STEPHEN C. WILLIAMS
84070

RENEWS: 06/30/22



FILE 23
TL 2S128BD00500



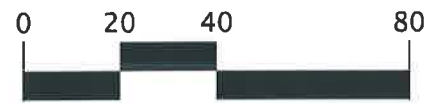
SEE SHEET 2 OF 3

SW TUALATIN-SHERWOOD ROAD
(C.R. 2737)

LEGEND:



① TEMPORARY ACCESS EASEMENT
11,275 SQ. FT. ± (0.259 AC. ±)



WWSP
SW TUALATIN-SHERWOOD ROAD

FILE NO:	23-WWSP ACCESS	SUBMITTAL DATE:	06/03/2021	REV'D:
TAX LOT:	00500	ADDRESS:	13923 SW TUALATIN SHERWOOD ROAD	
TAX MAP:	2S128BD			



DAVID EVANS
AND ASSOCIATES INC.

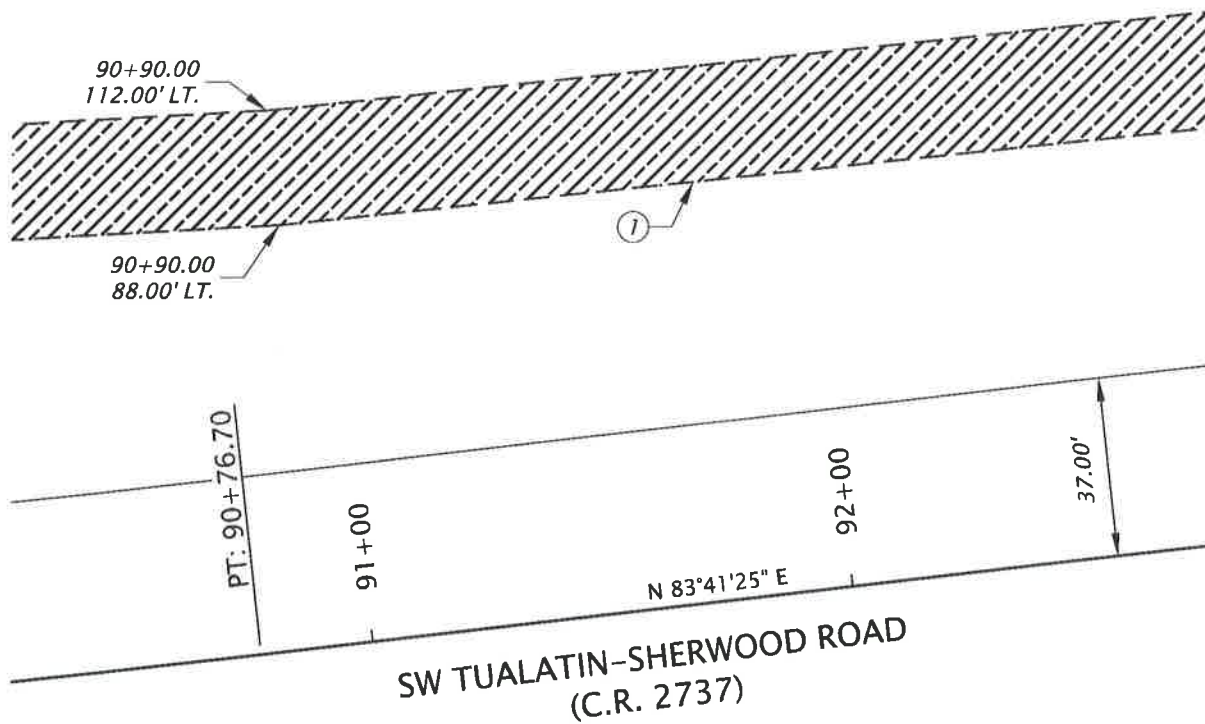
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

EXHIBIT "B"



FILE 23
TL 2S128BD00500

SEE SHEET 1 OF 3



SEE SHEET 3 OF 3

LEGEND:



① TEMPORARY ACCESS EASEMENT
11,275 SQ. FT. ± (0.259 AC. ±)



WWSP
SW TUALATIN-SHERWOOD ROAD

FILE NO:	23-WWSP ACCESS	SUBMITTAL DATE:	06/03/2021	REV'D:
TAX LOT:	00500	ADDRESS:	13923 SW TUALATIN SHERWOOD ROAD	
TAX MAP:	2S128BD			



**DAVID EVANS
AND ASSOCIATES INC.**

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

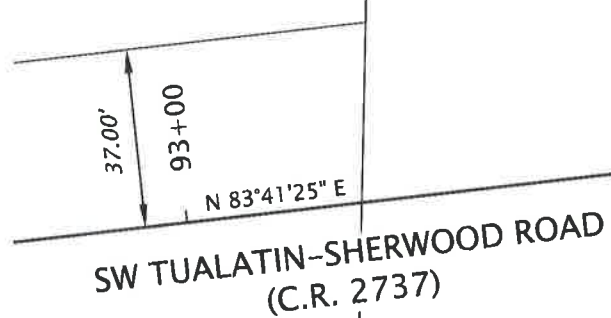
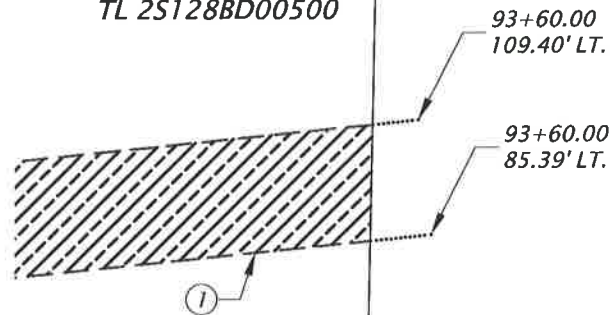
JK 07

EXHIBIT "B"



FILE 23
TL 2S128BD00500

SEE SHEET 2 OF 3



LEGEND:



① TEMPORARY ACCESS EASEMENT
11,275 SQ. FT. ± (0.259 AC. ±)



WWSP
SW TUALATIN-SHERWOOD ROAD

FILE NO:	23-WWSP ACCESS	SUBMITTAL DATE:	06/03/2021	REV'D:
TAX LOT:	00500	ADDRESS:	13923 SW TUALATIN SHERWOOD ROAD	
TAX MAP:	2S128BD			



**DAVID EVANS
AND ASSOCIATES INC.**

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

JK 07



EXHIBIT "A"

SW Tualatin-Sherwood Road
SW Langer Farms Parkway to SW Teton Avenue
June 15, 2021

Project WWSP
File No. 25
Tax Map 2S128BD
Tax Lot 00600

PARCEL 1 (TEMPORARY ACCESS EASEMENT)

A parcel of land lying in the Southeast one-quarter of the Northwest one-quarter of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being a portion of that property described in that Statutory Warranty Deed, Correction Deed to Jerry L. Bullock and Georgia L. Bullock, Co-Trustees of the J.L. Bullock Revocable trust, and to Georgia L. Bullock and Jerry L. Bullock, Co-Trustees of the G. L. Bullock Revocable Trust, recorded November 10, 2005 as Document Number 2005-141995 of Washington County Records; said parcel being that portion of said property included in a strip of land, lying South and West of the following line, and lying on the Northerly side of the centerline of SW Tualatin-Sherwood Road, which centerline is described as follows:

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Centerline
94+40.00		94+80.00	127.00 in a straight line to 141.00
94+80.00		95+26.00	141.00 in a straight line to 149.00
95+26.00		95+37.00	149.00 in a straight line to 154.00
95+37.00		95+70.00	154.00 in a straight line to 149.50
95+70.00		95+56.00	149.50 in a straight line to 48.00
95+50.00		95+62.00	48.00 in a straight line to 37.00

Excepting therefrom any portion lying South and West of the following line:

Station	to	Station	Width on Northerly Side of Centerline
94+40.00		94+85.00	101.00 in a straight line to 119.00
94+85.00		95+10.00	119.00
95+10.00		95+30.50	119.00 in a straight line to 104.00
95+30.50		95+23.00	104.00 in a straight line to 49.00
95+23.00		95+18.00	49.00 in a straight line to 37.00



CENTERLINE DESCRIPTION OF A PORTION OF SW TUALATIN-SHERWOOD ROAD

A road centerline situated in the Northeast, Southeast, Northwest, and Southwest one-quarters of Section 29, the Northeast, Northwest, and Southwest one-quarters of Section 28, the Northeast and Northwest one-quarters of section 27, the Southeast one-quarter of Section 22, and the Southwest one-quarter of Section 23, all in Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being more particularly described as follows:

Beginning at a point on the centerline of SW Tualatin-Sherwood Road (County Road No. 2737), being a punch mark in the rim of a monument box, at centerline station 43+17.71, and being a point of tangency, which bears South 08°28'04" West a distance of 2661.43 feet from a found 2 inch brass cap, stamped "1988, 20/29, 2S1, Wash. Co. Surveyor", in monument box, at the North one-quarter corner of Section 29, per USBT Book 5, Pages 143-147, Washington County Survey Records; thence South 86°30'30" East a distance of 639.11 feet to a point of curvature at centerline station 49+56.82, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of 03°20'07" (the long chord of which bears South 88°10'34" East 232.82 feet) an arc distance of 232.86 feet to a point of tangency at centerline station 51+89.68, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence South 89°50'37" East a distance of 2031.24 feet to a point of curvature at centerline station 72+20.92, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the right, through a central angle of 01°05'30" (the long chord of which bears South 89°17'52" East 76.21 feet) an arc distance of 76.21 feet to a point of tangency at centerline station 72+97.13, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box, also which bears North 19°19'46" East a distance of 15.36 feet from a found 2 inch brass cap, stamped "T2S, R1W, 29/28, 1992, WASH. CO. SURVEYOR", in monument box, at the East one-quarter corner of Section 29, per USBT Book 7, Page 21, Washington County Survey Records; thence South 88°45'08" East a distance of 1251.95 feet to a point of curvature at centerline station 85+49.08, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of 07°33'27" (the long chord of which bears North 87°28'09" East 527.24 feet) an arc distance of 527.62 feet to a point of tangency at centerline station 90+76.70, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North 83°41'25" East a distance of 4734.13 feet to a point of curvature at centerline station 138+10.83, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of 29°28'00" (the long chord of which bears North 68°57'25" East 2034.56 feet) an arc distance of 2057.16 feet to a point of tangency at centerline station 158+67.99, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North 54°13'25" East a distance of 3139.10 feet to a point of curvature at centerline station 190+07.09, and being a



5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 1700.00 foot radius curve to the right, through a central angle of 32°26'33" (the long chord of which bears North 70°26'42" East 949.78 feet) an arc distance of 962.58 feet to a point of tangency at centerline station 199+69.67, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North 86°39'58" East a distance of 328.52 feet to a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific", in monument box, at centerline station 202+98.19, which bears North 45°21'30" West a distance of 1563.57 feet from a found 2 inch brass cap, stamped "1/4, 23/26, T2S, R1W, 2005, Wash. Co. Surveyor", in monument box, at the South one-quarter corner of Section 23, per USBT 2005-001, Washington County Survey Records.

This parcel of land contains 6,213 square feet, more or less, excepting therefrom the existing right-of-way of SW Tualatin-Sherwood Road.

The bearings of this description were established on Record of Survey No. 33760, Washington County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

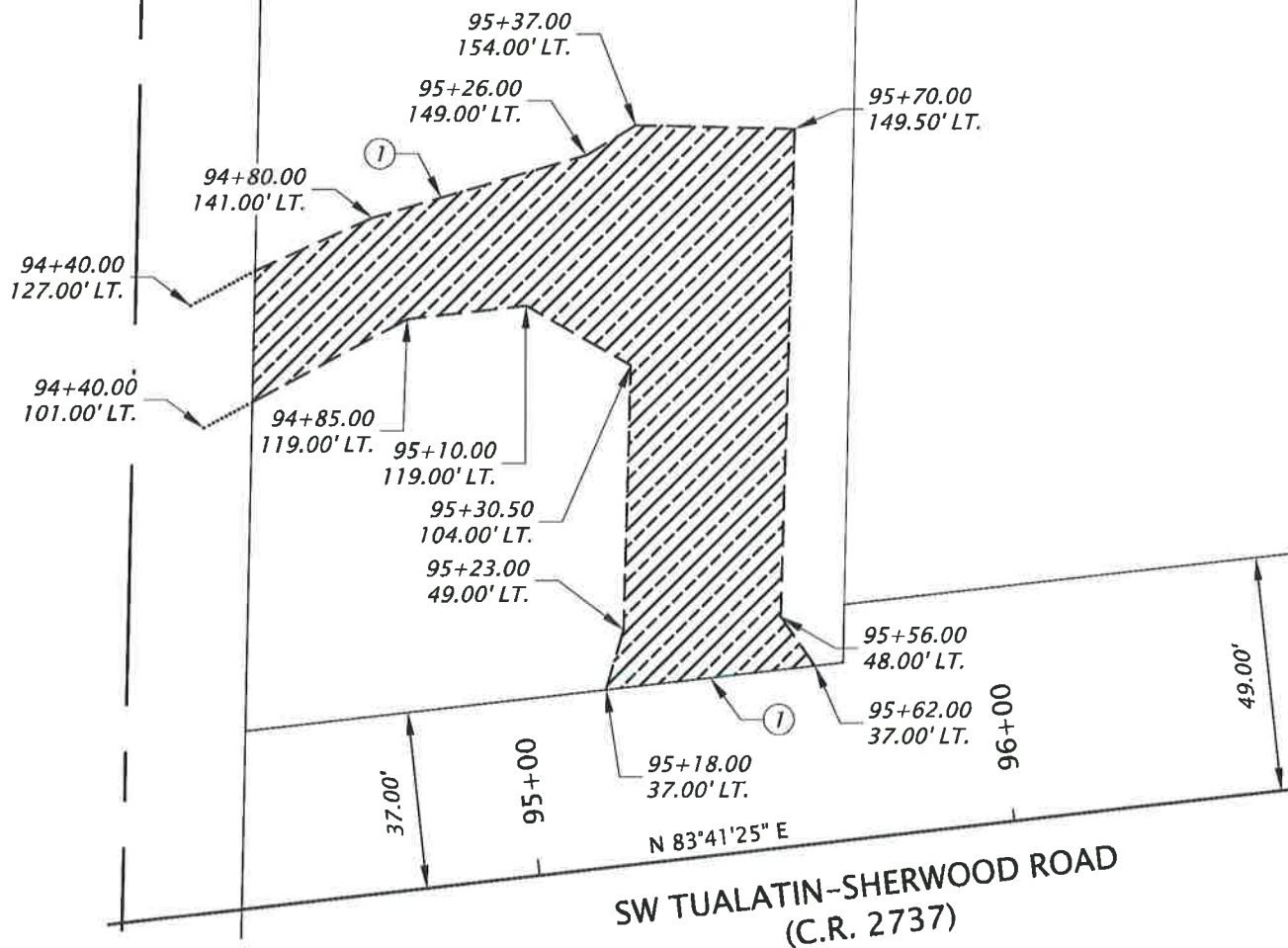
OREGON
MAY 10, 2011
STEPHEN C. WILLIAMS
84070

RENEWS: 06/30/22

EXHIBIT "B"



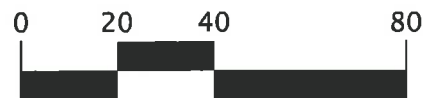
FILE 25
TL 2S128BD00600



LEGEND:



① TEMPORARY ACCESS EASEMENT
6,213 SQ. FT. ± (0.143 AC. ±)



WWSP
SW TUALATIN-SHERWOOD ROAD

FILE NO:	25-WWSP ACCESS	SUBMITTAL DATE:	JUNE 15, 2021	REV'D:
TAX LOT:	00600	ADDRESS:	13635 SW TUALATIN SHERWOOD ROAD	
TAX MAP:	2S128BD			



**DAVID EVANS
AND ASSOCIATES INC.**

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

DM JK



EXHIBIT "A"

SW Tualatin-Sherwood Road
SW Langer Farms Parkway to SW Teton Avenue
June 3, 2021

Project WWSP
File No. 27
Tax Map 2S128BD
Tax Lot 00700

PARCEL 1 (TEMPORARY ACCESS EASEMENT)

A parcel of land lying in the Southeast one-quarter of the Northwest one-quarter of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being a portion of that property described in that Warranty Deed to Lanz Properties, LLC, recorded January 23, 2006 as Document Number 2006-008359 of Washington County Records; said parcel being that portion of said property included in a strip of land, lying South and West of the following line, and lying on the Northerly side of the centerline of SW Tualatin-Sherwood Road, which centerline is described as follows:

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Centerline
95+51.00		96+70.00	256.00 in a straight line to 242.00
96+70.00		96+55.00	242.00 in a straight line to 130.00
96+55.00		96+70.00	130.00 in a straight line to 116.00
96+70.00		98+45.00	116.00
98+45.00		98+45.00	116.00 in a straight line to 64.00
98+45.00		98+38.00	64.00 in a straight line to 53.00
98+38.00		98+38.00	53.00 in a straight line to 49.00

Excepting therefrom any portion lying South and West of the following line:

Station	to	Station	Width on Northerly Side of Centerline
95+85.00		96+18.00	222.00 in a straight line to 218.00
96+18.00		96+23.50	218.00 in a straight line to 206.50
96+23.50		96+10.00	206.50 in a straight line to 85.00
96+10.00		97+60.00	85.00
97+60.00		97+84.50	85.00 in a straight line to 70.50
97+84.50		97+97.00	70.50 in a straight line to 56.70
97+97.00		97+97.00	56.70 in a straight line to 49.00



CENTERLINE DESCRIPTION OF A PORTION OF SW TUALATIN-SHERWOOD ROAD

A road centerline situated in the Northeast, Southeast, Northwest, and Southwest one-quarters of Section 29, the Northeast, Northwest, and Southwest one-quarters of Section 28, the Northeast and Northwest one-quarters of section 27, the Southeast one-quarter of Section 22, and the Southwest one-quarter of Section 23, all in Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being more particularly described as follows:

Beginning at a point on the centerline of SW Tualatin-Sherwood Road (County Road No. 2737), being a punch mark in the rim of a monument box, at centerline station 43+17.71, and being a point of tangency, which bears South 08°28'04" West a distance of 2661.43 feet from a found 2 inch brass cap, stamped "1988, 20/29, 2S1, Wash. Co. Surveyor", in monument box, at the North one-quarter corner of Section 29, per USBT Book 5, Pages 143-147, Washington County Survey Records; thence South 86°30'30" East a distance of 639.11 feet to a point of curvature at centerline station 49+56.82, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of 03°20'07" (the long chord of which bears South 88°10'34" East 232.82 feet) an arc distance of 232.86 feet to a point of tangency at centerline station 51+89.68, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence South 89°50'37" East a distance of 2031.24 feet to a point of curvature at centerline station 72+20.92, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the right, through a central angle of 01°05'30" (the long chord of which bears South 89°17'52" East 76.21 feet) an arc distance of 76.21 feet to a point of tangency at centerline station 72+97.13, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box, also which bears North 19°19'46" East a distance of 15.36 feet from a found 2 inch brass cap, stamped "T2S, R1W, 29/28, 1992, WASH. CO. SURVEYOR", in monument box, at the East one-quarter corner of Section 29, per USBT Book 7, Page 21, Washington County Survey Records; thence South 88°45'08" East a distance of 1251.95 feet to a point of curvature at centerline station 85+49.08, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of 07°33'27" (the long chord of which bears North 87°28'09" East 527.24 feet) an arc distance of 527.62 feet to a point of tangency at centerline station 90+76.70, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North 83°41'25" East a distance of 4734.13 feet to a point of curvature at centerline station 138+10.83, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 4000.00 foot radius curve to the left, through a central angle of 29°28'00" (the long chord of which bears North 68°57'25" East 2034.56 feet) an arc distance of 2057.16 feet to a point of tangency at centerline station 158+67.99, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North 54°13'25" East a distance of 3139.10 feet to a point of curvature at centerline station 190+07.09, and being a



5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence along the arc of a 1700.00 foot radius curve to the right, through a central angle of 32°26'33" (the long chord of which bears North 70°26'42" East 949.78 feet) an arc distance of 962.58 feet to a point of tangency at centerline station 199+69.67, and being a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific" in monument box; thence North 86°39'58" East a distance of 328.52 feet to a 5/8" iron rod with yellow plastic cap stamped "W&H Pacific", in monument box, at centerline station 202+98.19, which bears North 45°21'30" West a distance of 1563.57 feet from a found 2 inch brass cap, stamped "1/4, 23/26, T2S, R1W, 2005, Wash. Co. Surveyor", in monument box, at the South one-quarter corner of Section 23, per USBT 2005-001, Washington County Survey Records.

This parcel of land contains 15,760 square feet, more or less, excepting therefrom the existing right-of-way of SW Tualatin-Sherwood Road.

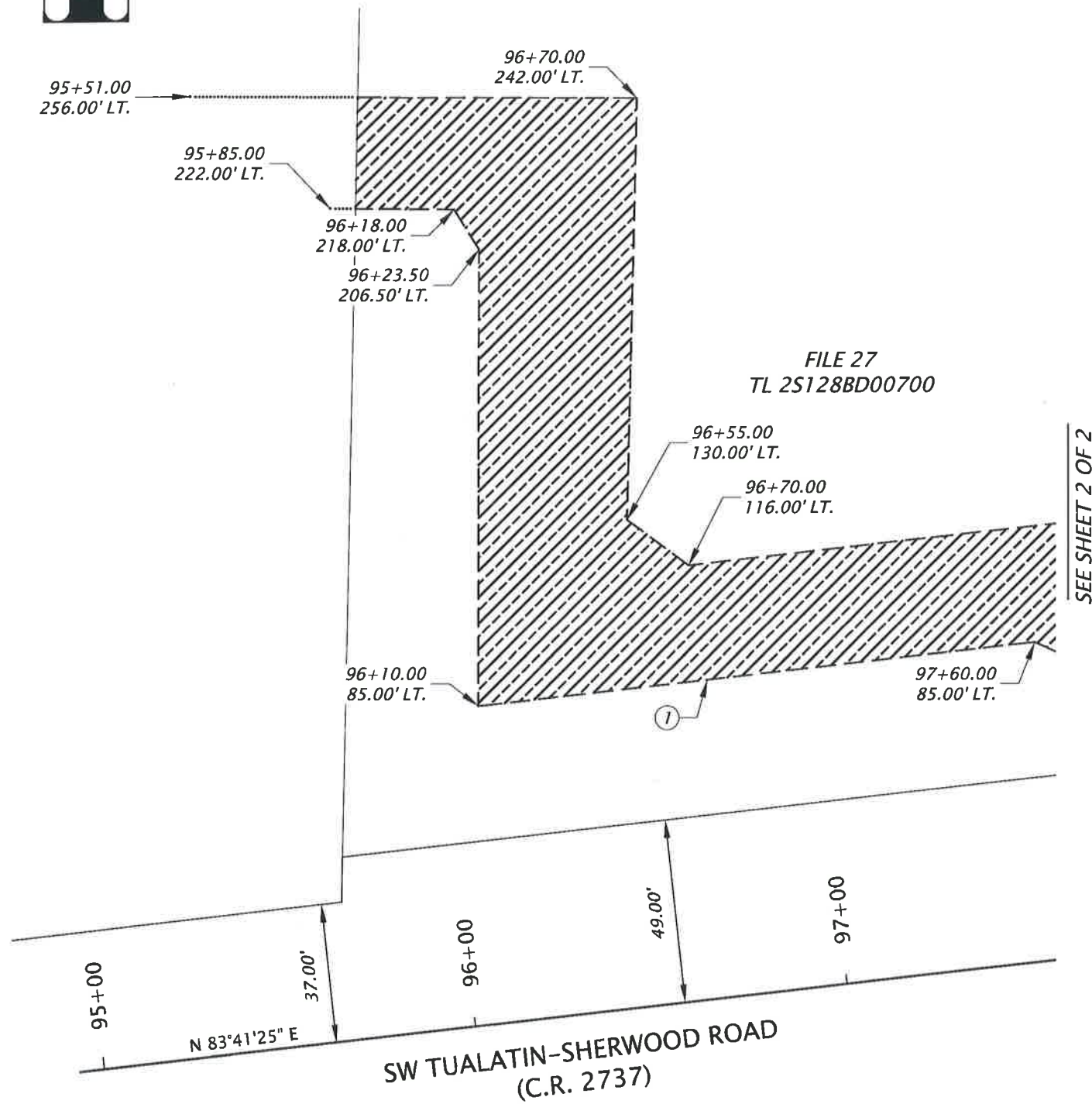
The bearings of this description were established on Record of Survey No. 33760, Washington County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MAY 10, 2011
STEPHEN C. WILLIAMS
84070

RENEWS: 06/30/22

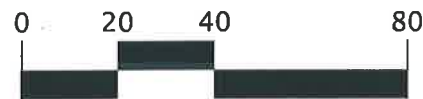
EXHIBIT "B"



LEGEND:



① TEMPORARY ACCESS EASEMENT
15,760 SQ. FT. ± (0.362 AC. ±)



WWSP
SW TUALATIN-SHERWOOD ROAD

FILE NO:	27-WWSP ACCESS	SUBMITTAL DATE:	06/03/2021	REV'D:
TAX LOT:	00700	ADDRESS:	13565 SW TUALATIN SHERWOOD ROAD	
TAX MAP:	2S128BD			



DAVID EVANS
AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

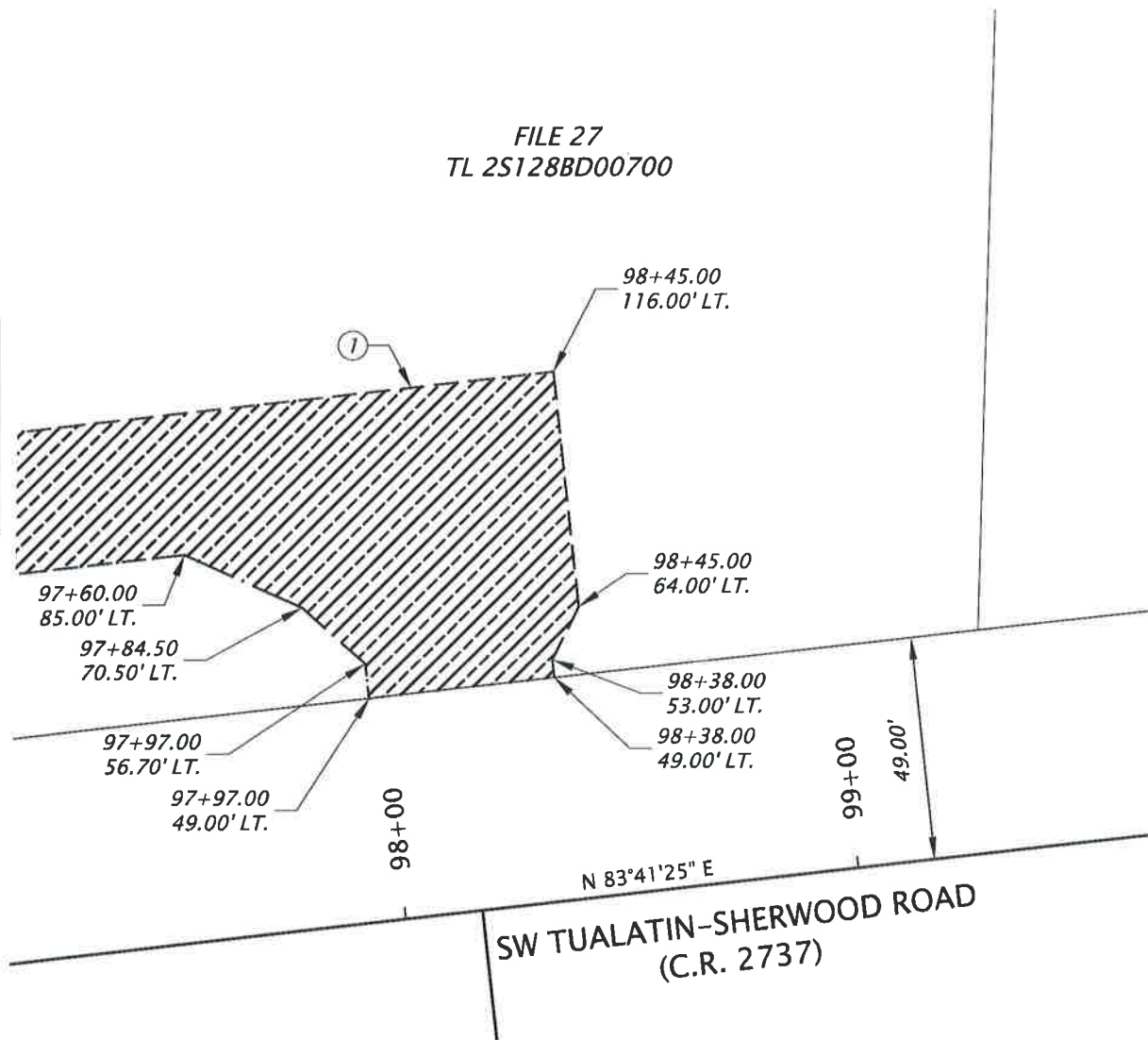
DM JK

EXHIBIT "B"



FILE 27
TL 2S128BD00700

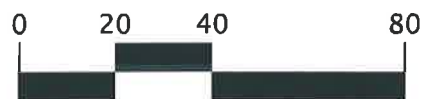
SEE SHEET 1 OF 2



LEGEND:



① TEMPORARY ACCESS EASEMENT
15,760 SQ. FT. ± (0.362 AC. ±)



WWSP
SW TUALATIN-SHERWOOD ROAD

FILE NO:	27-WWSP ACCESS	SUBMITTAL DATE:	06/03/2021	REV'D:
TAX LOT:	00700	ADDRESS:	13565 SW TUALATIN SHERWOOD ROAD	
TAX MAP:	2S128BD			



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AND ASSOCIATES INC.**

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Portland Oregon 97201
Phone: 503.223.6663

DM JK



EXHIBIT "A"

SW Tualatin-Sherwood Road
SW Langer Farms Parkway to SW Teton Avenue
June 15, 2021

Project WWSP
File No. 25
Tax Map 2S128BD
Tax Lot 00600

PARCEL 1 (TEMPORARY ACCESS EASEMENT)

A parcel of land lying in the Southeast one-quarter of the Northwest one-quarter of Section 28, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and being a portion of that property described in that Statutory Warranty Deed, Correction Deed to Jerry L. Bullock and Georgia L. Bullock, Co-Trustees of the J.L. Bullock Revocable trust, and to Georgia L. Bullock and Jerry L. Bullock, Co-Trustees of the G. L. Bullock Revocable Trust, recorded November 10, 2005 as Document Number 2005-141995 of Washington County Records; said parcel being that portion of said property included in a strip of land, lying South and West of the following line, and lying on the Northerly side of the centerline of SW Tualatin-Sherwood Road, which centerline is described as follows:

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Centerline
94+40.00		94+80.00	127.00 in a straight line to 141.00
94+80.00		95+26.00	141.00 in a straight line to 149.00
95+26.00		95+37.00	149.00 in a straight line to 154.00
95+37.00		95+70.00	154.00 in a straight line to 149.50
95+70.00		95+56.00	149.50 in a straight line to 48.00
95+56.00		95+62.00	48.00 in a straight line to 37.00

Excepting therefrom any portion lying South and West of the following line:

Station	to	Station	Width on Northerly Side of Centerline
94+40.00		94+85.00	101.00 in a straight line to 119.00
94+85.00		95+10.00	119.00
95+10.00		95+30.50	119.00 in a straight line to 104.00
95+30.50		95+23.00	104.00 in a straight line to 49.00
95+23.00		95+18.00	49.00 in a straight line to 37.00



CENTERLINE DESCRIPTION OF A PORTION OF SW TUALATIN-SHERWOOD ROAD

A road centerline situated in the Northeast, Southeast, Northwest, and Southwest one-quarters of Section 29, the Northeast, Northwest, and Southwest one-quarters of Section 28, the Northeast and Northwest one-quarters of section 27, the Southeast one-quarter of Section 22, and the Southwest one-quarter of Section 23, all in Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, being more particularly described as follows:

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This parcel of land contains 6,213 square feet, more or less, excepting therefrom the existing right-of-way of SW Tualatin-Sherwood Road.

The bearings of this description were established on Record of Survey No. 33760, Washington County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

A handwritten signature in black ink, appearing to read "Stephen C. Williams", is written over the signature line of the professional seal.

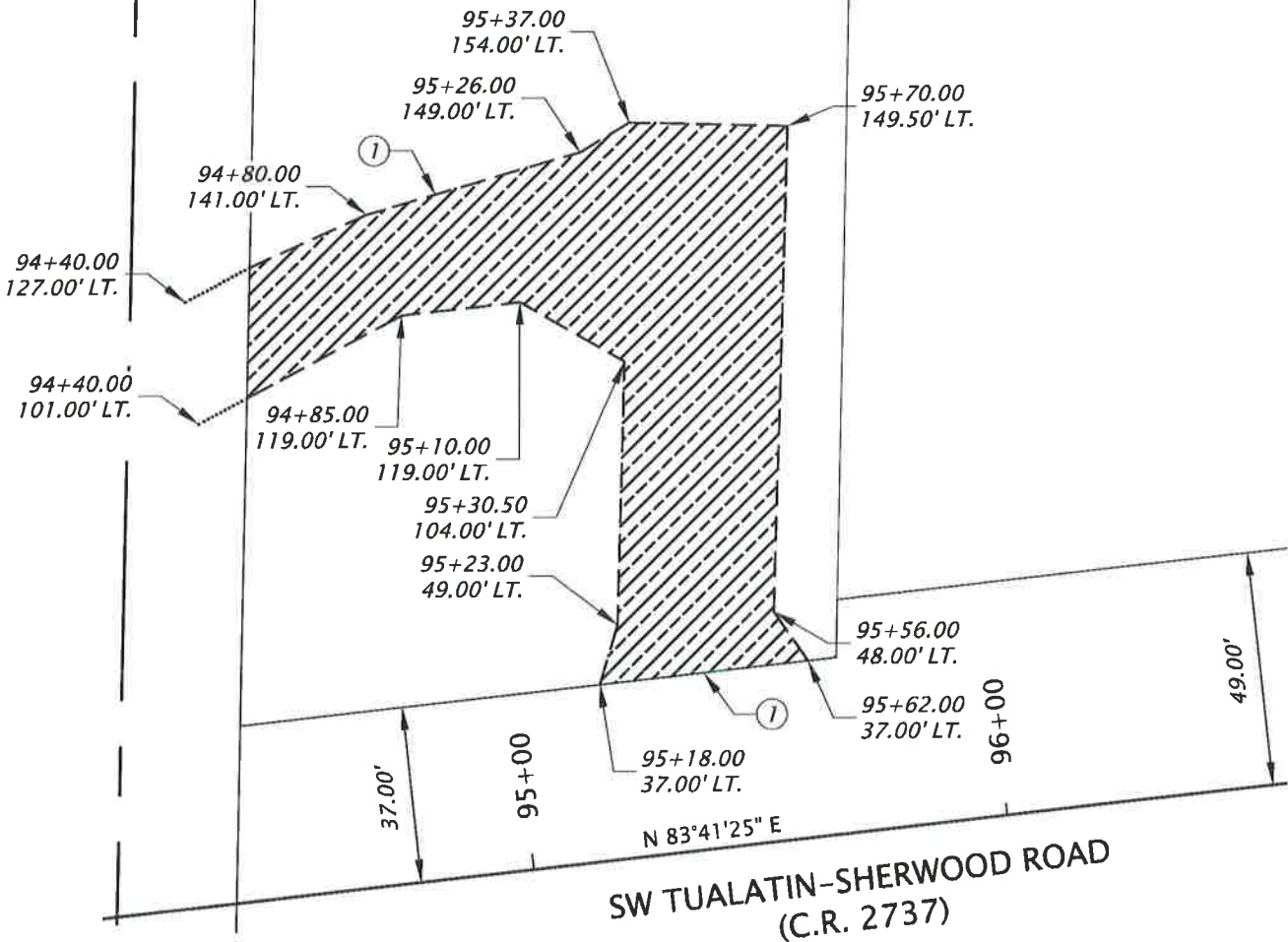
OREGON
MAY 10, 2011
STEPHEN C. WILLIAMS
84070

RENEWS: 06/30/22

EXHIBIT "B"



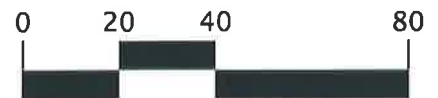
FILE 25
TL 2S128BD00600



LEGEND:



① TEMPORARY ACCESS EASEMENT
6,213 SQ. FT. ± (0.143 AC. ±)



WWSP
SW TUALATIN-SHERWOOD ROAD

FILE NO:	25-WWSP ACCESS	SUBMITTAL DATE:	JUNE 15, 2021	REV'D:
TAX LOT:	00600	ADDRESS:	13635 SW TUALATIN SHERWOOD ROAD	
TAX MAP:	2S128BD			



**DAVID EVANS
AND ASSOCIATES INC.**

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

DM JK

Willamette Water Supply System Commission

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Willamette Water Supply *Our Reliable Water*

4.A. Approve PLM_4.2 Resolution of Need and Delegation of Authority for Acquisition to Washington County

July 2021

1

PLM_4.2 Tualatin-Sherwood Road Project Washington County Partnership Project



2

Requested Board Action

Consider adopting Resolution No. WWSS 13-21 declaring public necessity to acquire permanent and temporary construction easements over, upon, under, and through real property for pipeline section PLM_4.2 for the Willamette Water Supply System (WWSS) and delegating authority to Washington County to complete the acquisition.

QUESTIONS

STAFF REPORT

To: Board of Commissioners

From: Mike Britch, P.E., WWSP Engineering and Construction Manager

Date: July 1, 2021

Subject: Amendment Three to the Intergovernmental Agreement with Washington County for Design of PLM_4.2

Requested Action:

Consider adopting a resolution approving Amendment Three to the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Design of PLM_4.2 Tualatin Sherwood Road – Teton to Langer Farms Parkway.

Key Concepts:

- The Willamette Water Supply Program (WWSP) has been able to strategically partner with Washington County Land Use and Transportation (WCLUT) to deliver coordinated pipeline and roadway projects at various locations in the region.
- The Commission resolved to continue the WWSP partnership with WCLUT through a Master Project Coordination Intergovernmental Agreement (Partnering IGA), in January 2020.
- WCLUT is planning to widen SW Tualatin-Sherwood Road from SW Teton Avenue to SW Langer Farms Parkway as part of the WCLUT ongoing capital program for improving roads of countywide significance.
- The pipeline project and the WCLUT road project have been designed in coordination, administered through the IGA between Washington County and Tualatin Valley Water District and the City of Hillsboro for the Willamette Water Supply Program Joint Design PLM_4.2 Tualatin Sherwood Road – Teton to Langer Farms Parkway (“IGA for Joint Design of PLM_4.2”), executed in February 2019 (and amended in February 2020 and April 2021).
- The attached Amendment Three to the IGA for Joint Design of PLM_4.2 updates design-related cost share details and adjusts schedule milestones.

Background:

Establishing effective partnerships has been an objective for the Willamette Water Supply Program since its inception. With the support of the WWSS partner agencies, WWSP has established a strong partnership with WCLUT, allowing for the design and construction of multiple pipeline projects in conjunction with WCLUT roadway projects. The desire to partner was memorialized in a Memorandum of Understanding established in November of 2016, and reconfirmed in the Partnering IGA in January 2020, each documenting the agencies’ intentions to partner on road and waterline projects along SW Tualatin-Sherwood Road and SW Roy Rogers Road.

This proposed Amendment Three updates the project’s design-related costs and schedule milestones to reflect the current, refined plan for delivery of the partnership project. The changes reflect design completion by WCLUT on behalf of the WWSP. These include multiple elements of design with the largest three pertaining to topographic and utility survey, development of final design and traffic control plans, and railroad crossing permit

Amendment Three to the Intergovernmental Agreement with Washington County for Design of PLM_4.2

July 1, 2021

Page 2 of 3

support. The design milestones have been adjusted to reflect recent coordination items between the parties that support the design completion. The project is anticipated to be bid in May 2022.

Budget Impact:

The additional cost of the work described in this IGA amendment is \$105,872.34 as shown in in the table below. These costs will be accommodated through project contingency. The table below shows the estimated distribution of the IGA amendment costs based on ownership percentages within the WWSS IGA (7/1/19).

Initial IGA Value	\$194,800.38	
Amendment 2	\$606,597.13	
Current IGA Value	\$801,397.51	
Proposed Amendment 3	\$105,872.34	
<i>TVWD Estimated Share¹</i>		<i>\$ 62,464.68</i>
<i>Hillsboro Estimated Share¹</i>		<i>\$ 38,114.04</i>
<i>Beaverton Estimated Share¹</i>		<i>\$ 5,293.62</i>
Proposed IGA Value	\$907,269.85	

1. Based on overall project ownership percentage from Baseline 6.1 budget and WWSS IGA. Ownership percentages are subject to change during the development of the annual baseline and at program's end.

Available Contingency Budget*	\$1,666,263.09
Proposed Draw	\$105,872.34
Revised Contingency Budget	\$1,560,390.79
*Per WWSP Project Controls data as of 6/10/2021	

Staff Contact Information:

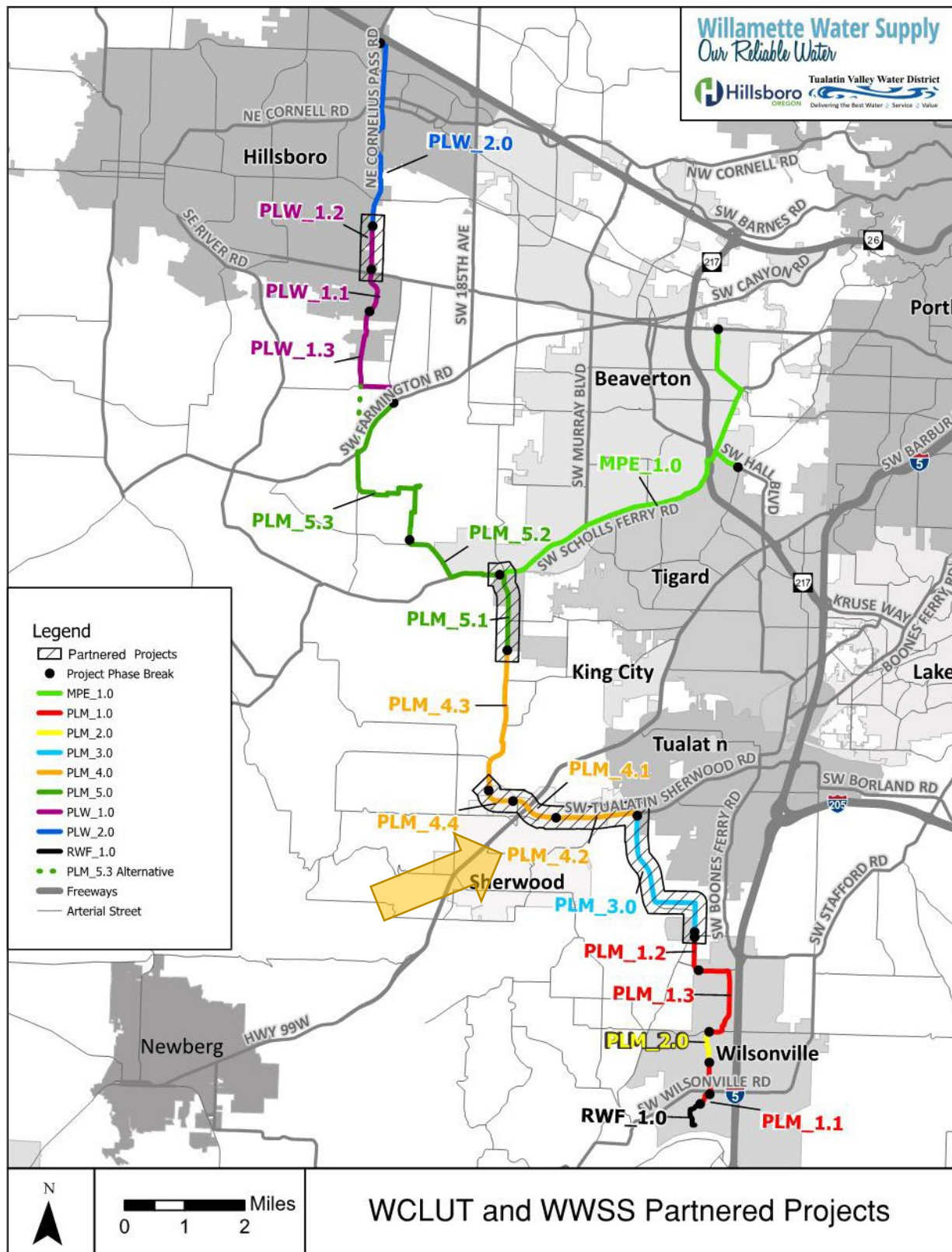
Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org

Mike Britch, P.E., WWSP Engineering and Construction Manager, 503-941-4565, mike.britch@tvwd.org

Attachments:

- Project Area Map
- Proposed Resolution
- Exhibit A: Amendment Three to the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Design of PLM_4.2 Tualatin Sherwood Road – Teton to Langer Farms Parkway

Project Area Map:



Willamette Water Supply System Commission

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RESOLUTION NO. WWSS-14-21

A RESOLUTION AMENDING AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE WILLAMETTE WATER SUPPLY PROGRAM JOINT DESIGN OF PLM_4.2 TUALATIN SHERWOOD ROAD – TETON TO LANGER FARMS PARKWAY.

WHEREAS, in November of 2016, the Willamette Water Supply Program (“WWSP”), acting through the Tualatin Valley Water District and the City of Hillsboro, entered into a memorandum of understanding with Washington County Land Use and Transportation (“WCLUT”) for WWSP and WCLUT to deliver coordinated pipeline and roadway projects at various locations in the region (the “Partnering MOU”); and

WHEREAS, pursuant to the Partnering MOU, in February of 2019, Tualatin Valley Water District, City of Hillsboro, and WCLUT entered into an intergovernmental agreement for the joint design of PLM_4.2 Tualatin Sherwood Road – Teton to Langer Farms Parkway (“IGA for Joint Design of PLM_4.2”), later amended on February 3, 2020, and again on April 26, 2021; and

WHEREAS, the parties desire to amend, for the third time, the IGA for Joint Design of PLM_4.2 in order to clarify responsibilities for certain costs; and to update project schedules;

NOW, THEREFORE, BE IT RESOLVED BY THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION THAT:

Section 1: The Intergovernmental Agreement Amendment Three between Washington County and Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Design of PLM_4.2 Tualatin Sherwood Road – Teton to Langer Farms Parkway, attached hereto as Exhibit 1 and incorporated herein by this reference, is approved.

Section 2: The General Manager is hereby directed to work with the Commission’s legal counsel to finalize the agreement, including by making any non-substantive changes to the form and format, and is authorized to execute the Agreement on behalf of the Commission.

Approved and adopted at a regular meeting held on the 1st day of July 2021.

David Judah, Chair

James Duggan, Vice Chair

Willamette Water Supply System Commission

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**AMENDMENT THREE TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN

**WASHINGTON COUNTY AND
THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION
FOR THE WILLAMETTE WATER SUPPLY PROGRAM**

JOINT DESIGN

PLM_4.2 TUALATIN SHERWOOD ROAD – TETON TO LANGER FARMS PARKWAY

This Amendment Three ("Amendment") is made and entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and the Willamette Water Supply System Commission ("WWSS Commission"), an Oregon intergovernmental entity. Each entity may be referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS

- A. WHEREAS, the Parties previously entered into the Intergovernmental Agreement for Joint Design of PLM_4.2 Tualatin Sherwood Road – Teton to Langer Farms Parkway, executed on February 19, 2019 ("Agreement"); and
- B. WHEREAS, the Parties amended the Agreement in Amendment One, executed on February 3, 2020; and
- C. WHEREAS, the Parties amended the Agreement in Amendment Two, executed on April 26, 2021; and
- D. WHEREAS, the Parties have executed that certain Master Project Coordination Intergovernmental Agreement ("Master IGA") acknowledging assignment of the Agreement from the WWSS Commission's Predecessors to the WWSS Commission; and
- E. WHEREAS, the WWSS Commission still plans, designs, and constructs the Willamette Water Supply System through the Willamette Water Supply Program ("WWSP"); and
- F. WHEREAS, the Parties desire to amend the Agreement to reflect various administrative changes in the development of the Project, as that term is defined in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth below, the Parties amend the Agreement as follows:

- 1. Exhibit 2 shall be replaced with a new Exhibit 2-3, attached hereto and incorporated by reference.

2. Exhibit 3 shall be replaced with a new Exhibit 3-3, attached hereto and incorporated by reference.
3. To the extent that the provisions of this Amendment Three are inconsistent with the provisions of the Agreement, Amendment One, or Amendment Two, the Parties intend for this Amendment Three to be controlling. Except as expressly provided in this Amendment Three, the Parties do not intend for this Amendment Three to affect, modify, repeal, replace, or amend any other term, condition, or provision of the Agreement, Amendment One, or Amendment Two, which shall remain in full force and effect subject to this Amendment Three.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year hereinafter written.

WASHINGTON COUNTY, OREGON

**THE WILLAMETTE WATER SUPPLY
SYSTEM COMMISSION**

By

Print Name: Ruth Osuna
As Its: Deputy County Administrator

Date _____

By

Print Name: David Kraska,
As Its: General Manager

Date _____

PLM_4.2 TUALATIN SHERWOOD ROAD – TETON TO LANGER FARMS PARKWAY

Exhibit 2-3

Cost Breakdown

WCLUT Task	Original IGA Total	Amendment 2 Total	Amendment 3 Total
Task 1.0 Management and Administration			
1.1 Project Management and Administration	\$3,509.10	\$4,078.92	\$6,589.71
1.2 Project Coordination and Meetings	\$15,312.70	\$15,201.87	\$21,781.89
1.3 Project Schedule	\$656.50	\$946.70	\$450.00
1.4 Quality Control Management and Review	\$5,810.18	\$4,656.58	\$4,833.07
Task 2.0 Stakeholder Coordination and Public Involvement			
2.1 Stakeholder Coordination Support	\$0.00	\$0.00	\$0.00
2.2 Open Houses and Other Meeting Support	\$0.00	\$0.00	\$0.00
Task 3.0 Survey and Base Mapping			
3.1 Topographic Survey and Basemap	\$29,529.48	\$69,003.05	\$86,570.95
3.2 Right-of-Way Mapping and Surveying	\$5,000.00	\$31,369.40	\$14,173.21
3.3 Centerline and Legal Descriptions	\$5,000.00	\$47,281.28	\$46,150.17
3.4 Support to Right-of-Way Acquisition	\$0.00	\$32,152.50	\$27,671.16
3.5 Utility Coordination Survey	\$4,143.86	\$4,143.81	\$4,097.15
3.4 124th & Cipole survey update	\$0.00	\$3,500.00	\$7,500.00
Task 4.0 Technical Studies and Reports			
4.1 Traffic Support	\$18,858.20	\$13,172.09	\$850.54
4.2 Natural Habitat Study	\$0.00	\$3,196.70	\$3,722.39
4.3 Cultural Resources Study	\$0.00	\$2,237.60	\$2,680.51
4.4 Geotechnical Engineering Evaluation	\$0.00	\$0.00	\$0.00
4.5 Pavement Design	\$0.00	\$17,721.26	\$17,721.26
4.6 Level I Hazmat	\$0.00	\$0.00	\$0.00
4.7 Noise Technical Analysis	\$0.00	\$0.00	\$0.00
4.8 Wetland Delineation	\$0.00	\$3,130.60	\$3,940.06
Task 5.0 Permitting			
5.1 Land Use Permitting Strategy Memorandum	\$12,287.79	\$1,642.46	\$1,260.29
5.2 1200-C Application Package	\$0.00	\$1,587.94	\$1,590.00
5.3 Joint Permit Application	\$2,528.84	\$3,736.95	\$9,275.00
5.4 Clean Water Services - Service Provider Letter	\$1,576.75	\$1,640.87	\$1,640.87
Task 6.0 Final Design			
6.1 Roadway Geometry and Layout	\$0.00	\$0.00	\$0.00
6.2 Drainage and Water Quality Design	\$0.00	\$25,044.94	\$25,714.76
6.3 Staging and Traffic Control	\$23,343.60	\$61,062.48	\$61,062.48
6.4 Erosion Control and Landscape Design	\$9,034.80	\$15,089.70	\$15,089.70
6.5 Structure Design	\$0.00	\$0.00	\$0.00
6.6 Temp and Permanent Traffic Signal, Signing and Striping	\$0.00	\$81,412.00	\$158,395.47
6.7 Illumination, Interconnect, and Communication Plans	\$0.00	\$0.00	\$0.00
6.8 Utility Coordination	\$0.00	\$0.00	\$0.00
6.9 Construction Plans	\$14,538.66	\$75,166.61	\$83,142.44
6.10 Construction Specifications and Estimates	\$6,458.64	\$18,025.76	\$13,000.00
6.11 ODOT Rail Crossing Applications/Coordination	\$3,238.30	\$9,071.00	\$9,071.00
6.12 Preconstruction Support	\$8,564.25	\$0.00	\$0.00
6.12.1 Preconstruction Meetings	\$0.00	\$0.00	\$0.00
6.12.1 Support ROW Acquisition	\$0.00	\$3,109.71	\$3,113.75
6.12.1 Bid Document Preparation and Revisions	\$0.00	\$7,929.63	\$7,939.93
Task 7.0 Railroad Crossing Design/Coordination			
Task 7.1 UPRR/PNWR Preliminary Engineering Costs	\$0.00	\$12,500.00	\$12,500.00
Task 7.2 Wisser Rail Engineering support/coordination (Rail Order)	\$0.00	\$95,000.00	\$95,000.00
Task 7.3 Wisser Rail Engineering support/coordination (Utility Permit)	\$0.00	\$5,000.00	\$5,000.00
UPRR Utility Permit Fee for stormwater pipe	\$0.00	\$3,055.00	\$14,424.00
7.1 Additional Services		\$25,000.00	
Subtotal	\$169,391.63	\$696,867.40	\$765,951.75
Contingency (3%)			\$22,978.55
WCLUT labor for PM, Contract Admin, QA/QC, Engr Design Review, App Fees (15%)	\$25,408.75	\$104,530.11	\$118,339.55
Total Estimated Cost	\$194,800.38	\$801,397.51	\$907,269.85

PLM_4.2 SW TUALATIN-SHERWOOD RD – TETON TO LANGER FARMS PKWY

Exhibit 3-3

Scheduled Design Milestones

Milestone	Date
Design Notice to Proceed	
30% WCLUT Design Submittal (includes Basemap)	Milestone complete.
30% WWSP Design Submittal	December 16, 2019
60% WWSP Design Submittal	Milestone complete.
60% WCLUT Design Submittal	Milestone complete.
90% WWSP Design Submittal	October 2021
90% WCLUT Design Submittal	Milestone complete.
100% WWSP Design Submittal	December 2021
100% WCLUT Design Submittal	August 2021 <small>original packet: June 2021</small>
Submit Permit Applications	In progress.
Begin Property Acquisition	In progress.
Submit Railroad Construction & Maintenance Agreement (6 to 12 month process)	In progress.
Bid Advertisement	May 2022
Construction Notice to Proceed	August 2022
Waterline Work Begin Construction	April 2023*
Waterline Work Substantially Complete	May 2025*
Construction Substantial Completion	September 2025*

* The preliminary pipeline construction dates shown will be refined and memorialized during the Stage Gate 4 Coordination Meeting.

Willamette Water Supply

Our Reliable Water

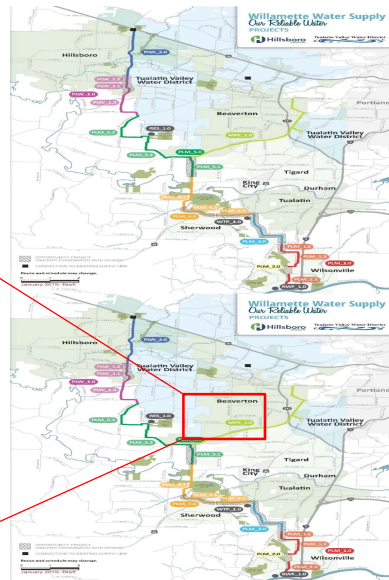
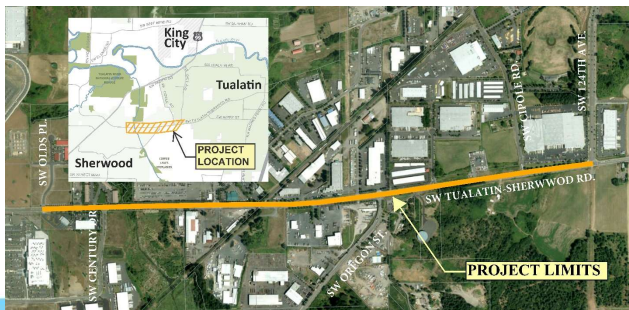
4.B. Adopt PLM_4.2 WCLUT Teton to Langer Design IGA Amendment 3

July 1, 2021

1

PLM_4.2 Project Overview

- Combined WCLUT Roadway and WWSP Pipeline Project
- 1.4 Miles of 66" WSP
- 3 Trenchless Crossings
 - SW 124th Ave Intersection
 - SW Gerda Lane
 - GWRR Railroad



2

Budget Impact of Requested Additional Funds

Initial IGA Value	\$194,800.38
Amendment 2	\$606,597.13
Current IGA Value	\$801,397.51
Proposed Amendment 3	\$105,872.34
<i>TVWD Estimated Share¹</i> \$ 62,464.68	
<i>Hillsboro Estimated Share¹</i> \$ 38,114.04	
<i>Beaverton Estimated Share¹</i> \$ 5,293.62	
Proposed IGA Value	\$907,269.85

* Based on overall project ownership percentages from Baseline 6.1 and WWSS IGA. Ownership percentages are subject to change during the development of the annual baseline and at program's end.

3

Source of Additional Funds

- **Project Contingency:** Intended to absorb within-scope changes such as anticipated design developments, planning and estimating evolutions, and minor price fluctuations

Available Contingency Budget*	\$1,666,263.09
Proposed Draw	\$105,872.34
Revised Contingency Budget	\$1,560,390.79
*Per WWSP Project Controls data as of 6/10/2021	

4

Request for Approval

Consider adopting Resolution No. WWSS 14-21 approving Amendment Three to the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Design of PLM_4.2 Tualatin Sherwood Road – Teton to Langer Farms Parkway.

5

QUESTIONS

6

Willamette Water Supply System Commission

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STAFF REPORT

To: Board of Commissioners

From: Mike Britch, P.E., WWSP Engineering and Construction Manager

Date: July 1, 2021

Subject: Amendment One to the Intergovernmental Agreement with Washington County for Design of PLM_4.4

Requested Action:

Consider adopting a resolution approving Amendment One to the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Design of PLM_4.4 SW Roy Rogers Road – Borchers Drive to Chicken Creek.

Key Concepts:

- The Willamette Water Supply Program (WWSP) has been able to strategically partner with Washington County Land Use and Transportation (WCLUT) to deliver coordinated pipeline and roadway projects at various locations in the region.
- The Commission resolved to continue the WWSP partnership with WCLUT through a Master Project Coordination Intergovernmental Agreement (Partnering IGA), in January 2020.
- WCLUT is planning to widen SW Roy Rogers Road from Borchers Drive to Chicken Creek as part of the WCLUT ongoing capital program for improving roads of countywide significance.
- The pipeline project and the WCLUT road project have been designed in coordination, administered through the IGA between Washington County and Willamette Water Supply System for the Willamette Water Supply Program Joint Design PLM_4.4 SW Roy Rogers Road – Borchers Drive to Chicken Creek (“IGA for Joint Design of PLM_4.4”), executed in February 2020.
- The attached Amendment One to the IGA for Joint Design of PLM_4.4 updates design-related cost share details and adjusts schedule milestones.

Background:

Establishing effective partnerships has been an objective for the Willamette Water Supply Program since its inception. With the support of the WWSS partner agencies, WWSP has established a strong partnership with WCLUT, allowing for the design and construction of multiple pipeline projects in conjunction with WCLUT roadway projects. The desire to partner was memorialized in a Memorandum of Understanding established in November of 2016, and reconfirmed in the Partnering IGA in January 2020, each documenting the agencies’ intentions to partner on road and waterline projects along SW Tualatin-Sherwood Road and SW Roy Rogers Road.

This proposed Amendment One updates the project’s design-related costs and schedule milestones to reflect the current, refined plan for delivery of the partnership project. The changes reflect design completion by WCLUT on behalf of the WWSP. These include multiple elements of design with the largest three pertaining to topographic and utility survey, development of final design and traffic control plans, and county administration. The design milestones have been adjusted to reflect recent coordination items between the parties that support the design completion. The project is anticipated to be bid in December 2021.

Amendment Three to the Intergovernmental Agreement with Washington County for Design of PLM_4.2

July 1, 2021

Page 2 of 3

Budget Impact:

The additional cost of the work described to this IGA amendment is \$32,200 as shown in Exhibit 2. These costs will be accommodated through project contingency. The table below shows the estimated distribution of the IGA amendment costs based on ownership percentages within the WWSS IGA (7/1/19).

Initial IGA Value	\$405,950
Current IGA Value	\$405,950
Proposed Amendment 1	\$32,200
<i>TVWD Estimated Share * \$ 18,998</i>	
<i>Hillsboro Estimated Share * \$ 11,592</i>	
<i>Beaverton Estimated Share * \$ 1,610</i>	
Proposed Contract/IGA Value	\$438,150

* Based on overall project ownership percentages from Baseline 6.1 and WWSS IGA. Ownership percentages are subject to change during the development of the annual baseline and at program's end.

Available Contingency Budget*	\$1,081,513.43
Proposed Draw	\$32,200
Revised Contingency Budget	\$1,049,313.43
*Per WWSP Project Controls data as of 6/10/2021	

Staff Contact Information:

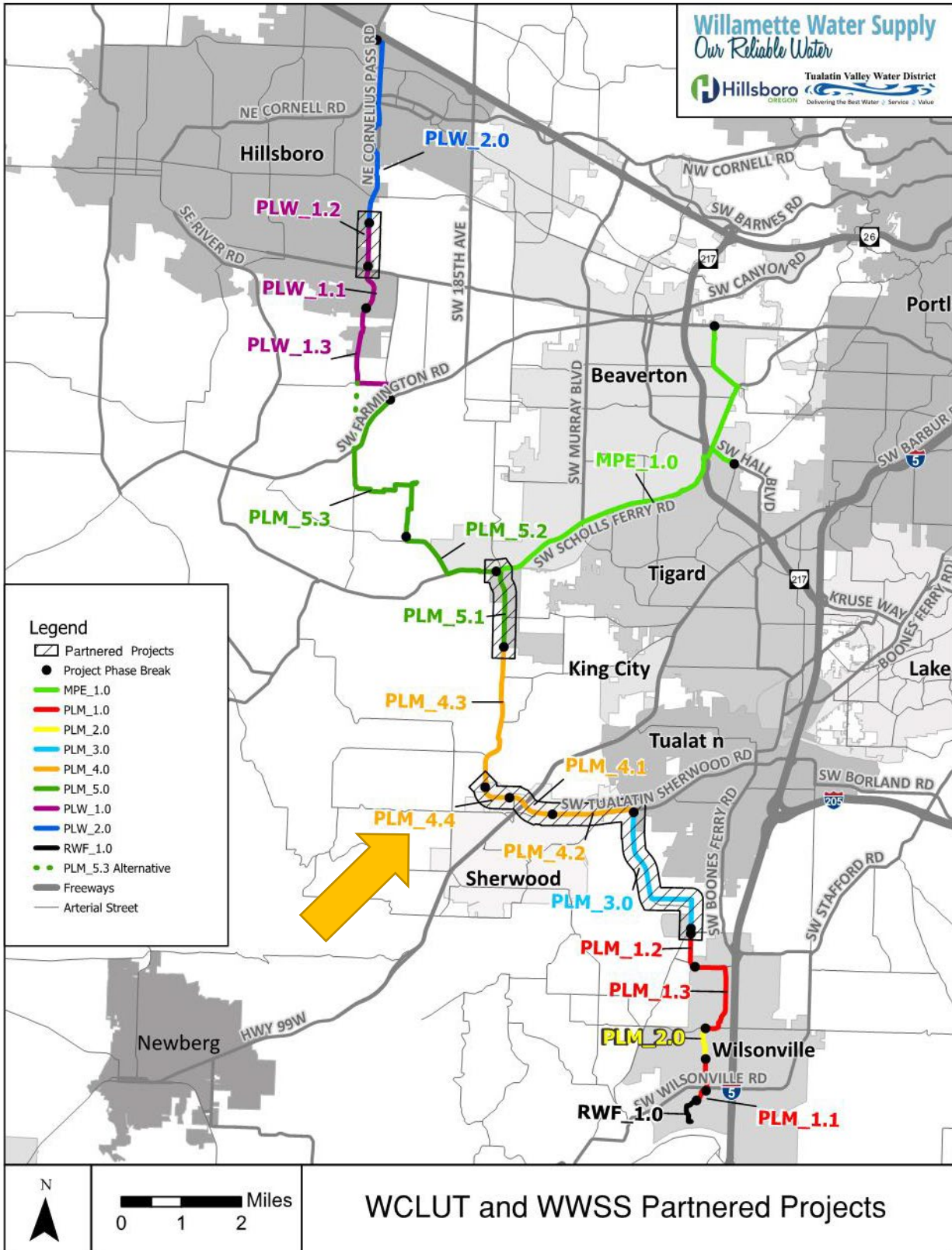
Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org

Mike Britch, P.E., WWSP Engineering and Construction Manager, 503-941-4565, mike.britch@tvwd.org

Attachments:

- Project Area Map
- Proposed Resolution
- Exhibit A: Amendment Three to the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Design of PLM_4.4 SW Roy Rogers Road – Borchers Drive to Chicken Creek

Project Area Map:



Willamette Water Supply System Commission

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RESOLUTION NO. WWSS-15-21

A RESOLUTION AMENDING AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE WILLAMETTE WATER SUPPLY PROGRAM JOINT DESIGN OF PLM_4.4 SW ROY ROGERS ROAD – BORCHERS DRIVE TO CHICKEN CREEK.

WHEREAS, in November of 2016, the Willamette Water Supply Program (“WWSP”), acting through the Tualatin Valley Water District and the City of Hillsboro, entered into a memorandum of understanding with Washington County Land Use and Transportation (“WCLUT”) for WWSP and WCLUT to deliver coordinated pipeline and roadway projects at various locations in the region (the “Partnering MOU”); and

WHEREAS, pursuant to the Partnering MOU, in February of 2020, Willamette Water Supply System and WCLUT entered into an intergovernmental agreement for the joint design of PLM_4.4 SW Roy Rogers Road – Borchers Drive to Chicken Creek (“IGA for Joint Design of PLM_4.4”); and

WHEREAS, the parties desire to amend, for the first time, the IGA for Joint Design of PLM_4.4 in order to clarify responsibilities for certain costs; and to update project schedules;

NOW, THEREFORE, BE IT RESOLVED BY THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION THAT:

Section 1: The Intergovernmental Agreement Amendment One between Washington County and Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Design of PLM_4.4 SW Roy Rogers Road – Borchers Drive to Chicken Creek, attached hereto as Exhibit 1 and incorporated herein by this reference, is approved.

Section 2: The General Manager is hereby directed to work with the Commission’s legal counsel to finalize the agreement, including by making any non-substantive changes to the form and format, and is authorized to execute the Agreement on behalf of the Commission.

Approved and adopted at a regular meeting held on the 1st day of July 2021.

David Judah, Chair

James Duggan, Vice Chair

Willamette Water Supply System Commission

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**AMENDMENT ONE TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN

**WASHINGTON COUNTY AND
THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION
FOR THE WILLAMETTE WATER SUPPLY PROGRAM**

JOINT DESIGN

PLM_4.4 SW ROY ROGERS ROAD – BORCHERS DRIVE TO CHICKEN CREEK

This Amendment One ("Amendment") is made and entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and the Willamette Water Supply System Commission ("WWSS Commission"), an Oregon intergovernmental entity. Each entity may be referred to hereinafter individually as a "Party" and collectively as the "Parties."

RECITALS

- A. WHEREAS, the Parties previously entered into the Intergovernmental Agreement for Joint Design of PLM_4.4 SW Roy Rogers Road – Borchers Drive to Chicken Creek, executed on February 3, 2020 ("Agreement"); and
- B. WHEREAS, the WWSS Commission still plans, designs, and constructs the Willamette Water Supply System through the Willamette Water Supply Program ("WWSP"); and
- C. WHEREAS, the Parties desire to amend the Agreement to reflect various administrative changes in the development of the Project, as that term is defined in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth below, the Parties amend the Agreement as follows:

- 1. Exhibit 2 shall be replaced with a new Exhibit 2-1, attached hereto and incorporated by reference.
- 2. Exhibit 3 shall be replaced with a new Exhibit 3-1, attached hereto and incorporated by reference.
- 3. To the extent that the provisions of this Amendment One are inconsistent with the provisions of the Agreement, the Parties intend for this Amendment One to be controlling. Except as expressly provided in this Amendment One, the Parties do not intend for this Amendment One to affect, modify, repeal, replace, or amend any other term, condition, or provision of the Agreement, which shall remain in full force and effect subject to this Amendment One.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year hereinafter written.

WASHINGTON COUNTY, OREGON

**THE WILLAMETTE WATER SUPPLY
SYSTEM COMMISSION**

By

Print Name: Ruth Osuna
As Its: Deputy County Administrator

Date _____

By

Print Name: David Kraska,
As Its General Manager

Date _____

PLM_4.4 SW ROY ROGERS ROAD - BORCHERS DRIVE TO CHICKEN CREEK
Exhibit 2-1
Cost Breakdown Table

Task Description	Original IGA	Amendment 1	Total	Comments
Task 1.0 Consultant Project Management and Administration	\$30,000	\$28,000	\$58,000	Cost sharing for project management, administration and coordination meetings (These are consultant costs only)
Task 2.0 Stakeholder Coordination and Public Involvement	\$8,000	(\$3,000)	\$5,000	Cost sharing for public open houses and property owner meetings
Task 3.0 Survey and Base Mapping	\$30,000	\$15,000	\$45,000	Cost sharing for survey work
Task 4.0 Technical Studies and Reports	\$40,000	(\$2,000)	\$38,000	Construction traffic analysis, historical, noise study, pavement design
Task 5.0 Permitting	\$20,000	\$0	\$20,000	Clean Water Services, County land use, City of Sherwood
Task 6.0 Design Engineering	\$200,000	\$0	\$200,000	Incorporating WWSP pipe into 30%, 60%, 90% and 100% design and traffic engineering
Task 7.0 Extra Work as Authorized	\$25,000	(\$10,000)	\$15,000	
15% WCLUT Admin/PM Costs	\$52,950	\$4,200	\$57,150	
Total	\$405,950	\$32,200	\$438,150	

PLM_4.4 SW ROY ROGERS ROAD – BORCHERS DRIVE TO CHICKEN CREEK

Exhibit 3-1

Scheduled Design Milestones

Milestone	Date
Design Notice to Proceed	Not applicable. Project has begun.
30% WWSP Design Submittal	Not applicable. WWSP Milestone complete.
30% WCLUT Design Submittal	Milestone complete.
60% WWSP Design Submittal	Milestone complete.
60% WCLUT Design Submittal	Milestone complete.
90% WWSP Design Submittal	Milestone complete.
90% WCLUT Design Submittal	Milestone complete.
100% WWSP Design Submittal	July 2021
100% WCLUT Design Submittal	August 2021 original packet: June 2021
Submit Permit Applications	August 2021
Begin Property Acquisition	In Progress.
Bid Advertisement	December 2021
Construction Notice to Proceed - Road Work	March 2022 original packet: January 2022
Construction Notice to Proceed – Pipeline*	January 2023*
Pipeline Substantially Complete*	January 2024*
Construction Substantial Completion	August 2024*

*The preliminary construction dates shown will be refined and memorialized during the Stage Gate 4 Coordination Meeting.

STAFF REPORT

To: Board of Commissioners

From: Joelle Bennett, P.E., WWSP Assistant Program Director

Date: July 1, 2021

Subject: Execute WWSS IGA Exhibit 13, an Intergovernmental Agreement for Financial Assurances between City of Beaverton and Willamette Water Supply System

Requested Board Action:

Consider a resolution adopting Exhibit 13 of the Willamette Water Supply System Intergovernmental Agreement, an Intergovernmental Agreement for Financial Assurances between City of Beaverton and Willamette Water Supply System.

Key Concepts:

- The Willamette Water Supply System (WWSS) Commission was formed July 1, 2019, through execution of the WWSS Intergovernmental Agreement (WWSS IGA) by Tualatin Valley Water District and the cities of Hillsboro and Beaverton.
- The WWSS IGA included Exhibit 13, an Intergovernmental Agreement for Financial Assurances between City of Beaverton and Willamette Water Supply System (Exhibit 13 IGA), which has yet to be independently authorized and executed.
- This resolution reconfirms the terms of the Exhibit 13 IGA and authorizes the WWSS Commission Chair to execute it on the Commission's behalf.

Background:

The WWSS IGA formed the WWSS Commission on July 1, 2019, and the agreement contained 15 exhibits. One of these exhibits, Exhibit 13, Intergovernmental Agreement for Financial Assurances between City of Beaverton and Willamette Water Supply System, was included to address certain requirements in the City of Beaverton's Development Code relating to financial assurances for public improvements that may be required as part of constructing the WWSS in a city right-of-way. Section 5.6 of the WWSS IGA specifically authorized the WWSS Commission and either the City of Hillsboro or the City of Beaverton to use the Exhibit 13 IGA to provide financial assurances in lieu of a bond or third-party security. The City of Beaverton and WWSP, prior to execution of the WWSS IGA, entered into a similar arrangement for public improvements for PLM_5.2, and the parties incorporated that arrangement into the WWSS IGA for future work packages, using the City of Beaverton example as the template for a separate IGA.

As part of the continued development of the WWSS, there will be a need to provide financial assurances for some public improvements in the City of Beaverton. Per the City of Beaverton Development Code, an applicant for a site development permit must submit a bond or other security in the sum of 100 percent of the estimated cost of the public improvements to guarantee the faithful performance of the work specified in the permit. When the public improvements described in a site development permit are substantially complete and are acceptable to the City of Beaverton, the applicant must submit a maintenance bond or other security in the sum of 25 percent of the cost of those public improvements,

Execute WWSS IGA Exhibit 13 Intergovernmental Agreement for Financial Assurances between City of Beaverton and Willamette Water Supply System

July 1, 2021

Page 2 of 2

to guarantee the quality of workmanship and materials used to complete the work, for at least two years after substantial completion.

The Exhibit 13 IGA allows WWSS to act as its own provider of financial assurance for the public improvement obligations and for the performance and maintenance obligations related to planned public improvements described in a City of Beaverton permit, specifically the MPE_1.2 and MPE_1.3 projects. To provide those assurances, WWSS agrees to budget, dedicate, and maintain available funds to assure performance or maintenance for the project covered by the permits in the form of cash, cash equivalents or credit facilities available for immediate payment. The WWSS Commission will provide written notice of the construction performance security assurance using the sample letter included as Attachment A to the Exhibit 13 IGA. Maintenance security assurance will be provided in writing using the sample letter included as Attachment B. Additionally, the WWSS Commission will require its selected contractors to name the city as an additional payee on all bonds and as named insureds on insurance policies.

The terms and assurances included in this agreement were discussed and approved by all parties prior to execution of the overall WWSS IGA in 2019.

Budget Impact:

The WWSS Baseline Budget includes the funds for construction and maintenance for all WWSS facilities, including projects subject to City of Beaverton Development Code requirements, through December 31, 2026.

Staff Contact Information:

Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org

Clark Balfour, General Counsel, 503-848-3061, clark.balfour@tvwd.org

Joelle Bennett, P.E., WWSP Assistant Program Director, 503-941-4577, joelle.bennett@tvwd.org

Attachments:

- Proposed Resolution
- Exhibit A: WWSS IGA Exhibit 13 Intergovernmental Agreement for Financial Assurances between City of Beaverton and Willamette Water Supply System

RESOLUTION NO. WWSS-16-21

A RESOLUTION APPROVING EXECUTION OF EXHIBIT 13 OF THE WILLAMETTE WATER SUPPLY SYSTEM INTERGOVERNMENTAL AGREEMENT, AN INTERGOVERNMENTAL AGREEMENT FOR FINANCIAL ASSURANCES BETWEEN CITY OF BEAVERTON AND WILLAMETTE WATER SUPPLY SYSTEM.

WHEREAS, the above-entitled matter came before the Willamette Water Supply System Commission (WWSS Commission) at its regular meeting on July 1, 2021; and,

WHEREAS, the Willamette Water Supply System Intergovernmental Agreement (Agreement) between Tualatin Valley Water District (TVWD), the City of Hillsboro (Hillsboro), and the City of Beaverton (Beaverton) (collectively, Members) created the WWSS Commission, an ORS Chapter 190 intergovernmental entity, effective July 1, 2019, to exercise the powers and duties set forth in the Agreement; and,

WHEREAS, the Section 5.6 of the Agreement authorized the WWSS Commission and either of the city Members to execute Exhibit 13, titled Willamette Water Supply System Financial Assurances; and,

WHEREAS, the WWSS Commission wishes to execute the Intergovernmental Agreement for Financial Assurances with Beaverton for the furtherance of its construction projects within the City of Beaverton, and being so advised.

NOW, THEREFORE, BE IT RESOLVED BY THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION THAT:

Section 1: The Intergovernmental Agreement for Financial Assurances between City of Beaverton and Willamette Water Supply System, attached hereto as Exhibit 1 and incorporated herein by this reference, is approved.

Section 2: The General Manager is hereby directed to work with the Commission's legal counsel to finalize the agreement, including by making any non-substantive changes to the form and format, and the WWSS Commission's Chair of the Board of Directors is authorized to execute the Agreement on behalf of the Commission.

Approved and adopted at a regular meeting held on the 1st day of July 2021.

David Judah, Chair

James Duggan, Vice Chair

Willamette Water Supply System Commission

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**Exhibit 13
Willamette Water Supply System
Financial Assurances**

**INTERGOVERNMENTAL AGREEMENT
FOR FINANCIAL ASSURANCES
BETWEEN CITY AND
WILLAMETTE WATER SUPPLY SYSTEM**

WWSS: Willamette Water Supply System,
An ORS Chapter 190 entity
c/o Tualatin Valley Water District, Managing Agency
1850 SW 170th Avenue
Beaverton, Oregon 97003

CITY: City of Beaverton, an Oregon municipal corporation

EFFECTIVE DATE: _____

RECITALS

WHEREAS, WWSS, as part of its ongoing facility addition and improvement projects (“WWSS Facilities”), will be constructing or restoring various public improvements in the public rights-of-way of the City of Beaverton that will become property of the City (“Project” or “public improvements”) and are not WWSS Facilities; and

WHEREAS, when the City of Beaverton Development Code applies, the City issues a land use decision approving the WWSS’ application for WWSS Facilities, which may require the construction of public improvements; and

WHEREAS, the City rights-of-way and site development permits for each Project requires the WWSS to provide financial assurance for the value of the required public improvements to be constructed; and

WHEREAS, the required public improvements must be constructed in accordance with City specifications and City approved plans; and

WHEREAS, Per the Beaverton Code, an applicant for a site development permit must submit a bond or other security in an amount satisfactory to the City engineer and in a form approved by the City attorney, in the sum of 100 percent of the estimated cost of the public improvements to guarantee the faithful performance of the work specified in the permit; and

WHEREAS, per the Beaverton Code, when the public improvements described in a site development permit are substantially complete and are acceptable to the City, the applicant must submit

a maintenance bond or other security in an amount satisfactory to the City engineer and in a form approved by the City attorney, in the sum of 25 percent of the cost of those public improvements, as determined by the City engineer, to guarantee the quality of workmanship and materials used to complete the work, for at least two years after substantial completion of the improvements and written acceptance of the improvements by the City, or for a longer period to be determined by the City engineer if necessary or desirable to guarantee the viability of one or more improvements; and

WHEREAS, per the Beaverton Code, the security instrument must obligate the principal to faithfully perform the work for the public improvements specified in the permit within the time specified by the City engineer and shall further provide that it will not be canceled or terminated until the City approves the work in writing; and

WHEREAS, the WWSS desires to provide assurance to the City that any and all required public improvements obligations relating to or arising out of a land use permit, site development permit, facilities permit, or any other permit issued by the City (“Permit”), such as street restoration, will be completed in accordance with City specifications and City approved plans;

NOW, THEREFORE, pursuant to the authority provided in ORS 190.010 and the consideration of the mutual promises contained in this Intergovernmental Agreement for Financial Assurances between City and WWSS (“Agreement”), the parties agree as follows:

1. WWSS ASSURANCE

a) **GENERAL PROVISIONS**

- i. The WWSS may act as its own assurance provider for public improvement obligations and for performance and maintenance obligations related to public improvements described in a City Permit. By executing this Agreement, the WWSS represents to the City that it has or will at all times maintain dedicated and available funds to meet its performance and maintenance obligations.
- ii. The WWSS agrees to budget, dedicate and maintain available funds to assure performance or maintenance for the Project covered by the City Permits in the form of cash, cash equivalents or credit facilities available for immediate payment (the “Assurance”).
- iii. In the event the WWSS either: (1) does not complete all or any portion of the Project, or (2) constructs the Project with low quality workmanship or defective materials that do not meet the approved Project specifications, plans, Engineering Design Manual or Permit requirements for the Project, the City shall notify WWSS. Following the notice, the City may demand disbursement of Assurance funds for the reasonable cost of the work to be performed by letter to WWSS. The WWSS shall disburse funds to the City when it receives a dated and signed letter demanding payment from the City Engineer. No other documentation or substantiation will be requested or required. Upon demand for payment, the WWSS shall dis-

burse the requested amount to the City within 30 days, unless the WWSS is actively engaged in the dispute resolution process with its contractor regarding the completion of the Project or correction of defective workmanship or materials for the Project. If the WWSS is actively engaged in dispute resolution with its contractor for the Project and in the reasonable assessment of the WWSS payment of the requested amount would have a material adverse effect on the ability of the WWSS to assert or defend against a claim in arbitration, then the WWSS may delay payment to the extent payment would have a material adverse effect on the WWSS or until the arbitration concludes, whichever occurs first. Otherwise, the WWSS shall disburse the requested amount regardless of the merits of the City's claim. The City's claim is paramount to all parties including the WWSS. Any dispute as to the merits of the City's claim under this section 1.a.iii.3 shall be determined separately between the WWSS and the City.

- iv. The WWSS will make no disbursements to the City under this Agreement without prior written notice from the City indicating the amount to be disbursed. The City may at any time, upon reasonable notice, request a statement from the WWSS as to the available funds and the public improvements to which those funds relate.

b) PERFORMANCE SECURITY

- i. When WWSS enters into a public improvement contract for WWSS Facilities or upon City's issuance of a Permit to the WWSS, the WWSS shall have on hand the budgeted, dedicated and available funds for the required public improvements in the amount determined by the City Engineer or designee. The WWSS shall also require its selected contractor to list the City as an additional payee on its bond.
- ii. The WWSS shall provide written notice of the Assurance in substantially the same form as Attachment A, which is attached and incorporated by this reference.
- iii. WWSS shall hold funds in an amount equal to the amount outlined in Section 1.a.ii for each Project entered into by the WWSS until: (a) the Project is complete, or (b) the WWSS disburses the full amount of the Assurance for the Project to the City on City's demand.
- iv. Further with regard to Assurance for performance security, the amount of funds requested for disbursement shall be the cost to complete the public improvements, as determined exclusively by the City Engineer. The check for the amount requested shall be transmitted to City within 10 days of the receipt of a letter.

c) MAINTENANCE SECURITY

- i. When the WWSS substantially completes the Project described in Permits issued to the WWSS, and those improvements are accepted in writing by the City, the WWSS shall maintain an Assurance equal to 25% of the Project construction cost of any public improvements owned by the City that were restored or constructed by the WWSS as part of its Project such as streetcar, sidewalks and the like, to guarantee the quality of workmanship and materials for the public improvements through

the Maintenance Period as defined in Section 2(e) (“Maintenance Security”), unless the City Engineer approves a lesser amount.

- ii. WWSS shall provide written notice of the availability of budgeted funds (cash, cash equivalents or credit facilities) for Maintenance Security as Assurance in substantially the same form as Attachment B, which is attached and incorporated by this reference.
- iii. With regard to the Maintenance Security Assurance, WWSS shall maintain funds for each Project until: (a) the two year warranty period expires, or (b) the WWSS disburses the full amount of the Maintenance Security Assurance in accordance with this Agreement.
- iv. Subject to the process of Section 1.a.iii, the amount of Maintenance Security Assurance funds requested for disbursement by the City shall be the reasonable cost to repair or replace defective and unworkmanlike public improvements to meet applicable standards. If the WWSS is actively engaged in the dispute resolution process with its contractor for the public improvements, the WWSS may delay payment in accordance with subsection 1.a.iii. The check for the amount requested shall be transmitted to City within 10 days of the receipt of a letter.

2. COVENANTS

- a) The WWSS shall perform all the provisions and obligations required by Permits it receives from the City.
- b) The WWSS shall complete all its public improvement obligations required by Permits in a manner satisfactory to the City.
- c) The City may enter into an extension of a particular Permit if the WWSS demonstrates good cause for an extension, as determined by the City Engineer.
- d) The WWSS shall be liable for any and all loss or damage resulting from the failure to complete public improvements in accordance with its Permits, including the expense to bring the improvements into compliance with the City’s requirements.
- e) The WWSS shall warranty replacement and repair of the public improvements it constructs for a period of at least two years after substantial completion of the Project as determined by the City Engineer. The WWSS shall secure its maintenance obligation in the manner provided in this Agreement.
- f) In the event that any suit or action is pursued by the City to enforce any provision of its Permits, including any suit or action to obtain release of the Assurance funds, or any other dispute arising out of this Agreement, each party shall bear the cost of their own attorney fees. Venue for any such action shall be the Washington County Circuit Court.

- g) This Agreement is in addition to, and not in lieu, of any other enforcement action available to the City including permit revocation, citation and withholding approval of a final plat for the development for which the improvements are required if a plat is required by local or state law. Nothing in this Agreement shall be construed to relieve the WWSS of its obligation to complete required public improvements, including a lack of Assurance funds related to the Project.
- h) A party's failure to enforce a provision of this Agreement or any provision of a Permit shall not: (a) constitute a continuing waiver, (b) constitute a relinquishment of such party's right to performance in the future, or (c) operate as a waiver of that party's right to enforce any other provision of this Agreement or any provision of a Permit.
- i) In the event any one or more of the provisions contained in this Agreement is declared by an arbiter or a court of competent jurisdiction to be illegal, invalid, void, or otherwise unenforceable in any respect, then such provision shall be ineffective only to the extent of such prohibition or invalidity, and all other provisions and requirements of this Agreement shall remain in full force and effect.

3. **INDEMNIFICATION**

- a) The WWSS shall protect, indemnify and save harmless the City from any liability for payment of invoices, wages, penalties, or interest due to laborers, mechanics, subcontractors and material suppliers who perform work or furnish material in connection with the construction of required public improvements.
- b) The WWSS shall pay and discharge all lawful assessments levied by federal, state or local governmental authorities related to construction of a public improvement.
- c) The WWSS shall protect, indemnify and save harmless the City from any damages for personal injury, death or property that the City may sustain by reason of any defective material or workmanship which become apparent during the Maintenance Period.

4. **INSURANCE**

- a) The WWSS shall, at its sole cost and expense, maintain a policy of comprehensive commercial general liability insurance, including coverage for bodily injury, personal injury, contractual liability, owner's protective liability and broad form property damage, with premiums fully paid on or before the due date, that affords minimum protection of not less than two million dollars (\$2,000,000) for each occurrence and combined single limit coverage of three million dollars (\$3,000,000) for bodily injury, property damage, personal injury, or a combination thereof.
- b) The WWSS's liability is governed by the Oregon Tort Claims Acts ("OTCA" ORS 30.285 – 30.295).

- c) The WWSS shall name, or cause its contractor to name, the City of Beaverton, its employees, agents and elected officials as additional named insureds.
- d) The insurance shall not be cancelled unless the City of Beaverton is provided with not less than thirty (30) days' notice of cancellation. This Agreement shall constitute proof of insurance.

5. AUTHORITY OF WWSS REPRESENTATIVE

The WWSS authorizes the Managing Agency's Chief Executive Officer or designee to undertake the required steps to comply with the Assurance requirements and execute all necessary documents.

6. EFFECTIVE DATE, TERM AND TERMINATION

- a) This Agreement shall become effective on the date last signed by one of the parties.
- b) This Agreement shall continue in effect until December 31, 2028. After its initial expiration, this Agreement shall renew indefinitely for a term of one year, commencing on the day following expiration of the preceding term.
- c) Either party may terminate this Agreement on July 1st of any year, providing written notice of intent to terminate the Agreement is received on or before April 1st of that year in which the party wants to terminate. In addition, the City may notify the WWSS upon 60 days' written notice that this Agreement is terminated as to any future City required public improvements.
- d) Termination or expiration of this Agreement shall not terminate WWSS's obligations to continue to provide assurance amounts for required public improvements approved prior to the effective date of termination and shall not extinguish or prejudice a party's right to enforce this Agreement with respect to any breach or default or defect in performance that has not been cured. All representations, indemnifications, warranties and guarantees made in, required by or given by the parties in accordance with this Agreement, as well as all continuing obligations indicated in the Agreement, shall survive termination of or expiration of this Agreement.

The parties have executed this Agreement this ____ day of _____, 20__.

[signatures follow]

**CITY OF BEAVERTON
SYSTEM**

WILLAMETTE WATER SUPPLY

Mayor

Chair Board of Directors

Approved as to Form:

Approved as to Form:

City Attorney

Legal Counsel

ATTACHMENT A

[WWSS Letterhead]

To: City Engineer, City of Beaverton

From: Willamette Water Supply System, WWSS

Date:

RE: Notice of Performance Security Assurance Pursuant to Intergovernmental Agreement

[WWSS Facilities identification]

[Description of City's public improvements] [site development permit no. _____]

("Project" or "public improvements")

Pursuant to the terms and conditions of the Intergovernmental Agreement for Financial Assurances between the City and WWSS ("Agreement") relating to performance and maintenance assurances, this letter is to notify the City that the WWSS has budgeted, dedicated and available funds (through cash, cash equivalents, or credit facilities) to cover the cost to construct public improvements required for the WWSS's Facilities as a condition of the City's permit approval. The Assurance amount constitutes 100% of the estimated cost to construct the required Project. The Project includes the construction or restoration of various public improvements in the public rights-of-way of the City of Beaverton that will become property of the City, such as streets, sidewalks or the like, that are not WWSS Facilities.

The WWSS shall in all respects faithfully perform all of the provisions of the Agreement, the Project construction contract and its obligations, faithfully complete the public improvements, and comply with City Permit conditions in a manner satisfactory to the City, or be liable for any and all costs associated with the completion of the Project. The WWSS shall protect, indemnify and save harmless the City as stated in the Agreement from any liability for payment of invoices, wages, penalties, or interest due to laborers, mechanics, subcontractors and material suppliers who perform work or furnish material for the Project; and pay and discharge all lawful assessments levied by government authorities.

In the event the WWSS either: (1) does not complete all or any portion of the Project, or (2) constructs the Project with low quality workmanship or defective materials that do not meet the approved Project specifications, plans, Engineering Design Manual or Permit requirements for the Project, the City will notify WWSS. Following the notice, the City may demand disbursement of Assurance funds within 30 days for the reasonable cost of the work to be performed by letter to WWSS. If the WWSS is actively engaged in the dispute resolution process with its contractor for the Project, the WWSS may delay payment in accordance with subsection 1.a.iii of the Agreement. No other documentation or substantiation will be requested or required. Upon demand for disbursement of funds, the WWSS shall disburse the requested funds to the City regardless of the merits of the City's claim. The check for the amount requested shall be transmitted to the City within 10 days of the receipt of a letter. The City's claim is paramount to all parties including the WWSS.

This notice is subject to all the terms and conditions of the Agreement, and if a conflict exists between the provisions of this notice and the provisions of the Agreement requiring this notice, the provisions of the Agreement shall control.

WILLAMETTE WATER SUPPLY SYSTEM

By _____
[Name & Title Duly Authorized Willamette Water Supply System Representative]

FOR CITY USE ONLY

Engineering Division:

Approved as to form:

City Engineer or Designee

City Attorney

ATTACHMENT B

[WWSS Letterhead]

To: City Engineer, City of Beaverton

From: Willamette Water Supply System, WWSS

Date:

RE: Notice of Maintenance Security Assurance Pursuant to Intergovernmental Agreement

[WWSS Facilities identification]

[Description of City’s public improvements] [site development permit no. _____]

(“Project” or “public improvements”)

Pursuant to the terms and conditions of the Intergovernmental Agreement for Financial Assurances between the City and WWSS (“Agreement”) relating to performance and maintenance assurances, this letter is to notify the City that the WWSS has budgeted, dedicated and available funds through cash, cash equivalents, or credit facilities (“Assurance”) to guarantee the quality of workmanship and materials used to construct the Project for a period of two years after substantial completion of the Project (“Maintenance Period”). The Assurance shall be 25% of the cost of the Project, unless the WWSS and the City Engineer agree to a lesser amount.

The WWSS shall indemnify the City for all personal injury, death or property damage losses that the City may sustain by reason of any defective workmanship or materials which become apparent during the Maintenance Period.

In the event that the workmanship or materials used to construct the Project are defective or otherwise not of the quality required pursuant to the approved Project plans, specifications or the Permit requirements for the Project, the City shall notify WWSS. Following the notice, the City may demand disbursement of Assurance funds within 30 days for the reasonable cost of the work to be performed by letter to WWSS. If the WWSS is actively engaged in the dispute resolution process with its contractor for the Project, the WWSS may delay payment in accordance with subsection 1.a.iii of the Agreement. Upon demand for disbursement of funds, WWSS shall disburse the requested funds to the City without regard as to the merits of the City's claim. The check for the amount requested shall be transmitted to the City within 10 days of the receipt of the letter as long as it is presented to the WWSS before the Maintenance Period ends or within 30 calendar days of the end of the Maintenance Period. The City's claim is paramount to all parties, including WWSS.

The WWSS shall maintain the funds in an amount up to, but not exceeding, the amount noted above for the City's benefit until: (a) 30 calendar days after the Maintenance Period ends, or (b) the WWSS disburses the full amount of the maintenance security assurance for the above-referenced Project to the City.

This notice is subject to all the terms and conditions of the Agreement, and if a conflict exists between the provisions of this notice and the provisions of the Agreement pursuant to which this notice is given, the provisions of the Agreement shall control.

WILLAMETTE WATER SUPPLY SYSTEM

By _____
[Name & Title Duly Authorized Willamette Water Supply System Representative]

FOR CITY USE ONLY

Engineering Division:

Approved as to form:

City Engineer or Designee

City Attorney

Willamette Water Supply *Our Reliable Water*

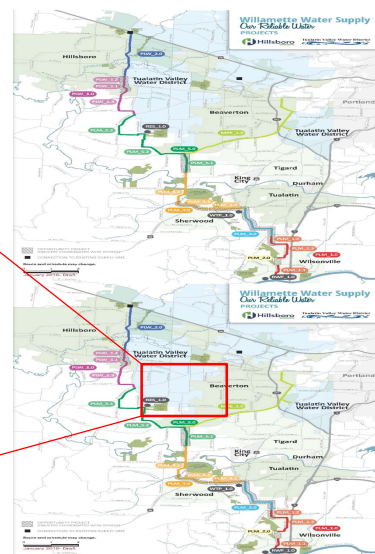
4.C. Adopt PLM_4.4 WCLUT Roy Rogers Road Design IGA Amendment 1

July 1, 2021

1

PLM_4.4 Project Overview

- Combined WCLUT Roadway and WWSP Pipeline Project
- 3,000 feet of 66" WSP



2

Budget Impact of Requested Additional Funds

Initial IGA Value	\$405,950
Current IGA Value	\$405,950
Proposed Amendment 1	
<i>TVWD Estimated Share</i> * \$ 18,998	\$32,200
<i>Hillsboro Estimated Share</i> * \$ 11,592	
<i>Beaverton Estimated Share</i> * \$ 1,610	
Proposed Contract/IGA Value	\$438,150

* Based on overall project ownership percentages from Baseline 6.1 and WWSS IGA. Ownership percentages are subject to change during the development of the annual baseline and at program's end.

3

Source of Additional Funds

- **Project Contingency:** Intended to absorb within-scope changes such as anticipated design developments, planning and estimating evolutions, and minor price fluctuations

Available Contingency Budget*	\$1,081,513.43
Proposed Draw	\$32,200
Revised Contingency Budget	\$1,049,313.43
*Per WWSP Project Controls data as of 6/10/2021	

4

Request for Approval

Consider adopting Resolution No. WWSS 15-21 approving Amendment One to the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Design of PLM_4.4 SW Roy Rogers Road – Borchers Drive to Chicken Creek.

5

QUESTIONS

6

Willamette Water Supply System Commission

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STAFF REPORT

To: WWSS Board of Commissioners
From: Mike Britch, Engineering and Construction Manager
Date: July 1, 2021
Subject: PLM_5.3 and RES_1.0 Pipeline Procurement

Key Concepts:

Early procurement of pipeline and selected appurtenances for the PLM_5.3 and RES_1.0 projects was recommended to and approved by the WWSS Management Committee (MC) to provide the following benefits:

- Schedule risk reduction by providing increased schedule flexibility and allowing for pipeline installation in the summer of 2022
- Reduction of cost by reducing markups from pipeline installation contractor
- Cost certainty on pipeline materials

Background:

The PLM_5.3 work package is at 100% design and the RES_1.0 work package is at 90% design. The combined construction project is being delivered under the construction manager/general contractor (CM/GC) delivery method. The joint venture of Hoffman-Fowler, LLC. (HFJV) was hired to provide CM/GC services. During the design phase, HFJV recommended an early Guaranteed Maximum Price (GMP) to procure steel pipeline and in-line appurtenances due to the long lead time associated with these materials. This approach offers several other benefits including cost and schedule risk reduction.

The early GMP approach accelerates the pipeline fabrication start date by approximately 4 months. The cash flow impact was analyzed and subsequently approved by the Owners at the June 17, 2021 MC meeting. The HFJV prepared a draft Request for Proposal (RFP) that was reviewed by the Willamette Water Supply Program (WWSP). The RFP has been issued with a bid date in late July. A pipeline installation contractor will be procured by HFJV separately and at a later date.

Budget Impact:

The estimated cost savings is \$1.4 M by markup reduction from the pipeline installation contractor.

Staff Contact Information:

Mike Britch, P.E., WWSP Engineering and Construction Manager, 503-941-4565, mike.britch@tvwd.org

Attachments:

None

Willamette Water Supply System Commission

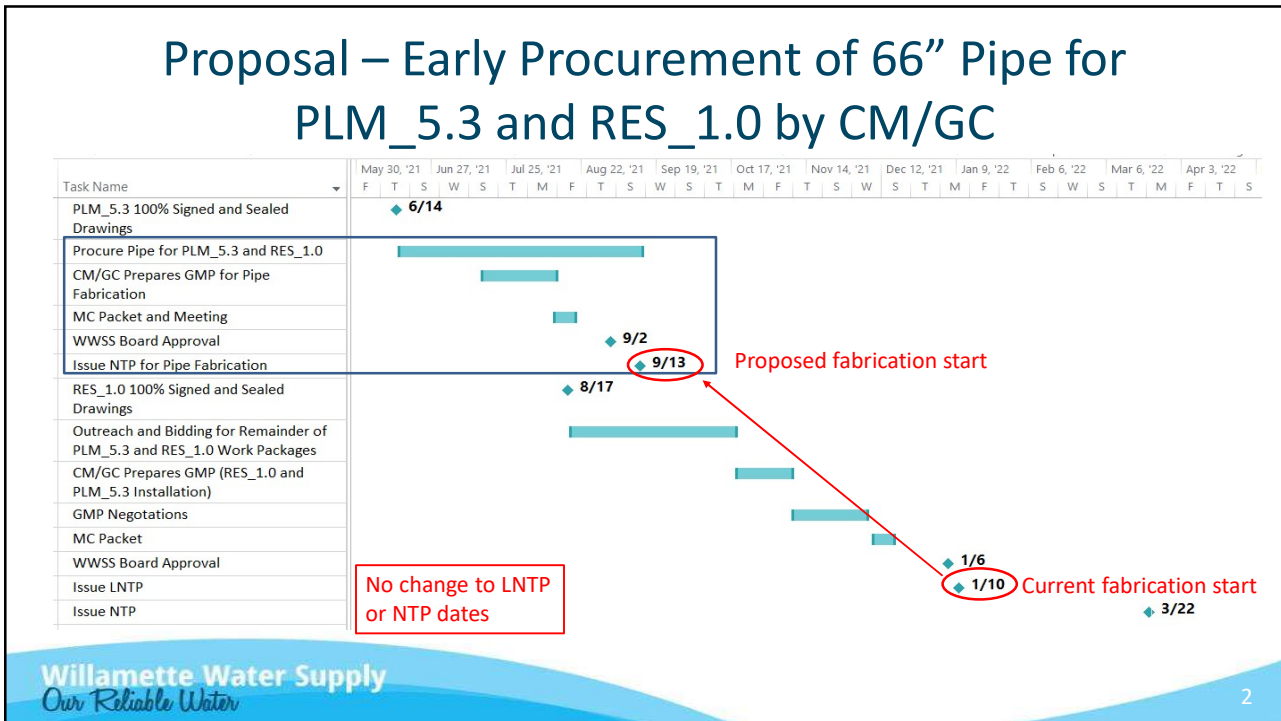
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Willamette Water Supply
Our Reliable Water

5.A. Early Procurement of Pipeline for RES_1.0 and PLM_5.3 by CM/GC

July 1, 2021

1



2

Expected Benefits

- Estimated cost savings of \$1.4M by markup reduction
- Schedule risk reduction
 - Allows for installation of pipe in summer of 2022
 - Multiple in-water work windows available (2022 and 2023)
 - Increased schedule flexibility
- Reduced strain on manufacturer capacity due to several WWSP projects bidding in the same timeframe (allowing longer manufacturing period)
- Cost certainty on pipeline material earlier
- Reduced subcontractor schedule risk
- Reduces potential bonding issue for smaller prequalified pipeline contractors

3

Estimated Cash Flow Impacts

	FY 2022	FY 2023
This Change*	+\$1.0M to \$3.0M	-\$1.0M to \$3.0M

* Shifts pipe delivery up by a few months (payment upon delivery)

Analysis:

- Cash flow changes are relatively minor in relation to planned spend
- Other recent changes will likely offset cash flow impacts

4

Next Steps from May 20 MC Meeting

- ✓ WWSP Controls team provide Partner finance groups updated cash flow estimates
- ✓ Partner finance groups review rate impacts of updated cash flow estimates
- Report findings to MC by June 17 meeting and MC decision

5

Finance Evaluation and Request for Approval

Partner Finance Evaluation

- All Partner finance groups confirmed acceptability of potential changes to cash flow

Request for Approval

- Approval to proceed with authorizing CM/GC to begin procurement of pipeline for RES_1.0 and PLM_5.3

6

QUESTIONS

Willamette Water Supply
Our Reliable Water

STAFF REPORT

To: WWSS Board of Commissioners
From: Joelle Bennett, P.E., WWSP Assistant Program Director
Date: July 1, 2021
Subject: Anticipated Business Agenda Items for the August 5, 2021, meeting of the WWSS Board of Commissioners

Key Concepts:

The next Willamette Water Supply System (WWSS) Commission Board meeting agenda is anticipated to include staff recommendations for the following business agenda items:

1. PLM_1.3 Supplemental Resolution of Need
2. MPE_1.2 Supplemental Resolution of Need
3. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA
4. Adopt PLM_4.4 WCLUT Roy Rogers Road Construction IGA
5. Adopt PLW_1.2 WCLUT Cornelius Pass Road Construction IGA
6. Approve PLM_1.3 Settlement Agreement with W-4 LLC

Background:

The following actions are anticipated business agenda items for the August 5, 2021, meeting of the WWSS Board of Commissioners. Due to the dynamic nature of the WWSS work, request for approval of some items may be delayed or new items may emerge on the business agenda next month. WWSS staff strive to provide preliminary information one month prior to requesting action and a full staff report describing the recommended action during the appropriate month.

1. PLM_1.3 Supplemental Resolution of Need

WWSS staff are ready to initiate additional property acquisition for pipeline section PLM_1.3, located in Wilsonville along SW Kinsman Road as well as SW Boeckman Road, SW 95th Avenue, and SW Ridder Road. The WWSP has progressed the design of this pipeline section to enable identification of property requirements for construction and long-term operation and maintenance of the pipeline. The pipeline alignment was selected through an extensive alternatives evaluation, and the preferred location was selected based upon the best interests of the public and the least injury to private property owners. The proposed resolution will enable the initiation of the property acquisition process, including negotiations with the Property owner and any other applicable interest holders.

At the next WWSS Board meeting, WWSP staff plan to present the project area and easement need, with a recommendation to the Board to adopt the Resolution of Public Necessity to allow WWSP staff to begin the process to acquire additional permanent and temporary construction easements for PLM_1.3.

2. MPE_1.2 Supplemental Resolution of Need

WWSS staff are ready to initiate additional property acquisition for pipeline section MPE_1.2, located along Scholls Ferry Road from Nimbus Avenue to Western Avenue. The WWSP has progressed the design of this pipeline section to enable identification of property requirements for construction and long-term operation and maintenance of the pipeline. The pipeline alignment was selected through an extensive alternatives evaluation, and the preferred location was selected based upon the best interests of the public and the least injury to private property owners. The proposed resolution will enable the initiation of the property acquisition process, including negotiations with the Property owner and any other applicable interest holders.

At the next WWSS Board meeting, WWSP staff plan to present the project area and property needs, with a recommendation to the Board to adopt the Resolution of Public Necessity to allow WWSP staff to begin the process to acquire real property for MPE_1.2.

3. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA

The WWSS currently owns property adjacent to the RES_1.0 site that will be used for construction staging and pipeline construction. At this same location, WCLUT is planning for roadway improvements on Grabhorn Road, as conceptualized in the Cooper Mountain Community Plan. This IGA establishes coordination and cooperation between WWSS and WCLUT to support WWSS RES_1.0 construction and WCLUT future plans for the Grabhorn Road realignment.

At the next WWSS Board meeting, WWSP staff plan to present the proposed intergovernmental agreement with a recommendation to the Board to adopt it through resolution.

4. Adopt PLM_4.4 WCLUT Roy Rogers Road Construction IGA

The design of the WWSS and WCLUT partnered project PLM_4.4 on SW Roy Rogers Road, from Borchers Drive to Chicken Creek, is nearly complete, and WWSS and Washington County are readying bidding documents. The construction IGA will specify how the two projects will be constructed together and define each agency's specific responsibilities. Washington County will be the lead agency.

At the next WWSS Board meeting, WWSP staff plan to present the proposed intergovernmental agreement with a recommendation to the Board to adopt it through resolution.

5. Adopt PLW_1.2 WCLUT Cornelius Pass Road Construction IGA

The design of the WWSS and WCLUT partnered project PLW_1.2 on SW Cornelius Pass Road, from Frances Street to Tualatin Valley Highway, is nearly complete, and WWSS and Washington County are readying bidding documents. The construction IGA will specify how the two projects will be constructed together and define each agency's specific responsibilities. Washington County will be the lead agency.

At the next WWSS Board meeting, WWSP staff plan to present the proposed intergovernmental agreement with a recommendation to the Board to adopt it through resolution.

6. Approve PLM_1.3 Settlement Agreement with W-4 LLC

In 2016 TVWD and Hillsboro procured permanent and temporary easements along the preliminary design pipeline alignment near the PLM_2.0 Kinsman Road pipeline project. Due to an error at the title company, the easements were not properly reported to the new owner when the property was sold in 2016. Since then, the owner has developed the site with a parking lot, lighting, and landscaping. WWSS staff and legal counsel are working with the property owner to develop a plan to accommodate the current and additional future development on the site by accelerating approximately 800 feet of pipeline at no additional cost to WWSS.

WWSP staff will provide an overview of the proposed settlement agreement and recommend approval at the next WWSS Board meeting.

Budget Impact:

Anticipated costs for all of the actions described are reflected in the WWSP FY2021 budget. The cost changes for ancillary projects and additional equipment (such as a turnout) are borne entirely by the requesting Partner.

Staff Contact Information:

Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org

Joelle Bennett, P.E., WWSP Assistant Director, 503-941-4577, joelle.bennett@tvwd.org

Attachments:

None.

Willamette Water Supply System Commission

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**Willamette Water Supply System Commission
Board Meeting**

July 1, 2021
