

Willamette Water Supply System Commission

Board Meeting
Thursday, September 2, 2021
12:00 PM

Microsoft Teams Meeting

Willamette Water Supply System Commission

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**Willamette Water Supply System Commission
Board Meeting Agenda
Thursday, September 2, 2021 | 12:00 – 1:30 PM
Microsoft Teams Meeting**

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 September 2, 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 August 5, 2021, meeting minutes

4. BUSINESS AGENDA

- A. Adopt PLM_1.3 Resolution of Need (second supplemental approval) – *Joelle Bennett*
- B. Adopt PLW_1.3 Resolution of Need – *Joelle Bennett*
- C. Adopt PLM_1.0 Wilsonville Ground Lease Amendment 1 – *Mike Britch*
- D. Adopt PLW_1.2 WCLUT Construction IGA – *Mike Britch*
- E. Approve RES_1.0/PLM_5.3 GMP for Pipe Material – *Mike Britch*

5. INFORMATION ITEMS

- A. Planned October Business Agenda Items – *Joelle Bennett*
- B. The next Board meeting is scheduled on October 7, 2021, via Microsoft Teams conference

6. COMMUNICATIONS AND NON-AGENDA ITEMS

- A. None scheduled

ADJOURNMENT

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: September 2, 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. **Seeking Commissioner Input on Continuing Remote Meetings and Signature Collection Process** – Several months ago the Board requested an update on when this body would resume meeting in-person and staff committed to including the topic on the September Board agenda. Considering the current COVID-19 conditions and the prevalence and transmissivity of the Delta variant, staff recommend that we continue meeting remotely, using Microsoft Teams, and revisit this matter in February 2022 in preparation for the March 2022 Board meeting.

While we have been meeting remotely, the Board signature collection process has also been affected. To support timelier signature collection, staff recommend the Board move to a digital signature collection process using a tool like “Adobe Sign” or “DocuSign” to allow signatures to be collected shortly after meetings, and to avoid travel and in-person meetings. Staff confirmed with legal counsel that digital signatures are appropriate for standard items such as meeting minutes, resolutions, and agreements. Special items may require wet-signatures and the WWSS Executive Assistant would coordinate this process on a case-by-case basis.

Staff request the Board's feedback on these two proposals.

4. **Approvals and Procurements Forecast** – Attached to this General Manager's Report is the approvals and procurements forecast (Forecast) for August through October 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 business agenda items later in this meeting.
5. **Projects Planning, Permitting, and Communications Updates** – The WWSP permitting efforts remain 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 process. Most notable this month was the approval of a minor permit

modification bundle by the Department of State Lands (DSL) submitted in April 2021. This permit modification related to a bundle of projects that included WTP_1.0, PLM_4.3, RES_1.0, PLW_1.3, and PLW_2.0. Following this approval staff submitted the next scheduled minor permit modification bundle to the US Army Corps of Engineers and DSL for review and consideration. This bundle is related to further design plan developments for the PLM_5.3 and MPE_1.2 projects. Staff anticipates receiving approval of these modifications by October 2021.

The communications team focused outreach efforts this month near the Highway 99 Crossing Pipeline Project (PLM_4.1) in advance of construction starting. This is a partnership project with Washington County to install this portion of the new water pipeline with the County's widening of Tualatin-Sherwood Road and Roy Rogers Road at Highway 99W. The roadwork portion of the project began this month, and pipeline activities are scheduled to begin August 2022. County road improvements include widening to five travel lanes; and adding bike lanes, sidewalks, storm drains, and street lighting. Outreach messaging emphasized the benefits of partnering including reduced traffic impacts, construction efficiency, and overall cost savings for both organizations. The partnership project was highlighted in a recent [Sherwood Gazette](#) article which ran on August 10, 2021.

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** – Attached to this General Manager's Report is a tabulation of the projects in construction and their current status; a few highlights are included here. The RWF_1.0 project continues construction on schedule with numerous concurrent activities including seismic modifications to the raw water pump station, vertical pipe construction in the tunnel shafts, and 66-inch raw water pipe installation completed through the difficult "pinchpoint" – an area of narrow work space and multiple utility crossings including the City of Wilsonville's 63-inch waterline. The PLW_1.3 project has reached 50% complete, with work ongoing at the tunnel under Butternut Creek and approximately 1,000 feet of 66-inch open cut waterline installed. The PLM_5.1/Roy Rogers Road partner project with Washington County heads toward completion with asphalt paving to the limits of the new four-lane road and upcoming disinfection of the completed 66-inch waterline.
8. **Steel Market Exposure Update** – In response to questions from the Board, the WWSP completed an analysis of steel market exposure for unbid construction projects, defined potential responses, and presented that information at the July 1, 2021, Board meeting. The market price of hot rolled band, the material used to fabricate WWSS pipe, has increased by approximately 7.6 percent between early July and mid-August. At the same time, WWSP's steel market exposure was reduced by approximately 21 percent by bidding fabricated pipe for the RES_1.0/PLM_5.3 project. Additionally, the recent bid pricing for 5/16-inch-thick fabricated pipe (approximately two-thirds of the PLM_5.3 pipeline) compared favorably to pricing received three years ago (in September 2018) – the last time WWSP received pipe material bids (also 5/16-inch thick) separately from pipe installation contractor bids. The current bid pricing was 5 percent higher than would be expected given a 3.5 percent annual escalation rate. Market forecasters are currently projecting steel prices to begin decreasing in late 2021 and continuing into 2022. Staff are continuing to monitor the steel market and are not recommending a change in construction procurement plans and strategies at this time.
9. **For Awareness, Board Minutes will be Posted on September 13** – To accommodate staff availability, the minutes from this Board meeting will be posted to the TVWD website on Monday, September 13.

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

Date of Report: August 19, 2021

Permits and Approvals Recently Granted

Agency	Projects Involved	Permit or Approval Granted
ODOT	MPE_1.1	ODOT Occupancy License
DSL	WTP_1.0, PLM_4.3, RES_1.0 & PLW_1.3	Minor permit modification approval
BPA	PLM_1.3	Land use agreement

Permits and Approvals Submitted

Agency	Projects Involved	Permit or Approval Granted
DEQ	MPE_1.2	1200-c Phase 2 for bulk of project (excluding staging areas and OR-217 work)
City of Beaverton	MPE_1.2	Temporary use permit (Whitford School staging area)
City of Beaverton	MPE_1.2	PFC Facility conditional use
USACE/DSL	PLM_5.3 & MPE_1.2	Minor permit modification
Genesee & Wyoming Railroad	PLM_1.3	Right of Entry agreement and Utility Occupancy License
WCLUT	PLW_1.3	ROW permit amendment (temp signal)

Permits and Approvals in Progress

Agency	Projects Involved	Permit or Approval Granted
City of Wilsonville	PLM_1.3	Landscape plan modifications
WCLUT	MPE_1.2	ROW access (Whitford staging site)
WCLUT	MPE_1.2	Grading permit

Anticipated Approvals

Agency	Projects Involved	Permit or Approval Granted
DEQ	MPE_1.2	1200-c Phase 1
City of Hillsboro and Metro	PLW_1.2	Orengo Woods Nature Park Agreement

Willamette Water Supply Program Projects Construction – Recent Status Update

Date of Report: August 19, 2021

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 installation of 66-inch Raw Water line through 84-inch casing and casing grouting - Began installation of 66-inch risers in launch and receiving shafts - Completed concrete construction for new flowmeter vault - Continued installation of 66-inch Raw Water through "pinch point" - Completed discharge header air release vaults and piping south of RWPS - Completed installation of new Fiber Optic cable and conduit from RWPS up to "pinch point" - Continued structural seismic modifications for RWPS - Began construction of electrical vaults and duct bank through Park area
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"> - Project closeout
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"> - Project closeout - Replace incorrect marker post - Final invoice from City of Wilsonville
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"> - Cathodic protection system activation and testing - Mainline disinfection - Tie-in to PLM_5.2 - Final paving and striping for County road work
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"> - Continue 66-inch pipe installation (approx. 1000 LF installed) - Install 66- inch carrier pipe inside tunnel casing (80% complete) - Begin grouting of annular space in casing
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"> - Franchise utility trench coordination and installation - Bore of utility casings beneath Railway - Temporary pedestrian and traffic control - WWSP submittals and RFIs
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"> - Submittals and RFIs underway - Baseline schedule submittal - Mobilization anticipated in September

Willamette Water Supply
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Safety Minute: Back to School Safe
Driving Tips

September 2, 2021

1

Back to School Safe Driving Tips

For the first time in over a year, kids are heading back to in-person school.

Heighten driving awareness, especially around schools and remember these important driving tips:

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2

2

SLOW DOWN

Leave yourself extra time

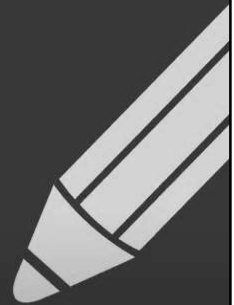
Watch for children on and near the road in the morning and after school hours



3

BE AWARE OF SCHOOL ZONES

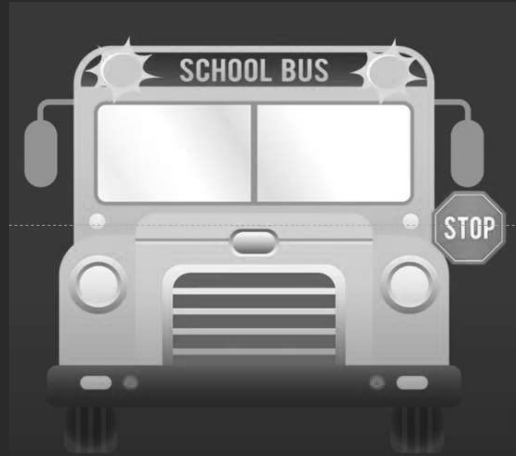
- Obey posted school zone speed limits
- Do not pass another vehicle
- Obey crossing guards
- Use good judgement when stopping or parking



4

STOP FOR THE SCHOOL BUS

Follow these laws
and stop for the bus
when red lights are
flashing



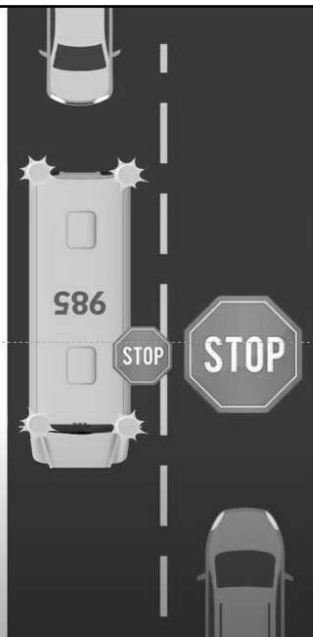
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5

5

STOP FOR THE SCHOOL BUSES ON TWO LANE ROAD

BOTH sides must
STOP



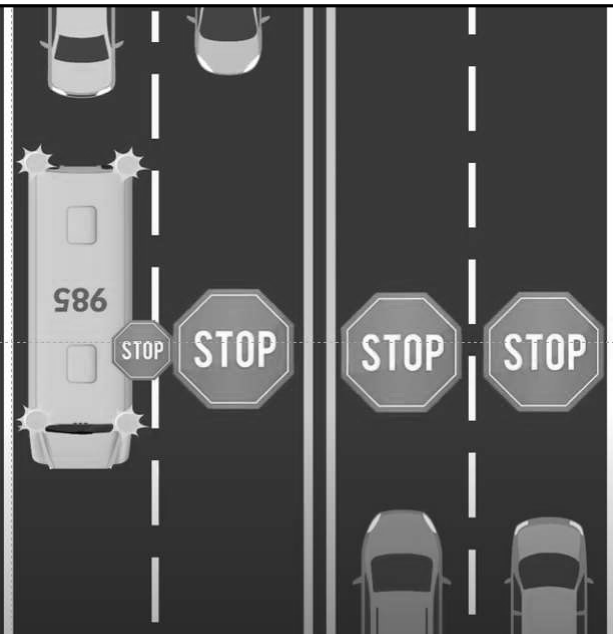
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6

**STOP FOR THE SCHOOL BUSES ON
MULTI-LANE
ROAD**

Double Yellow line
BOTH sides MUST
STOP



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7

**STOP FOR THE SCHOOL BUSES ON
DIVIDED
HIGHWAY**

Side with bus MUST STOP
Other side can proceed but
with caution



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8

The safety of our
CHILDREN
depend on it.

There are over 17 million
near misses each year

A friendly reminder from Safe Fleet



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Willamette Water Supply System Commission

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Approvals and Procurement Forecast: August 2021 through October 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_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 a
	3. PLM_1.3 Resolution of Need (second supplemental approval)	Approve	N/A	MC: 7/22/2021 a	8/5/2021 a
	4. MPE_1.2 Resolution of Need (third supplemental approval)	Approve	N/A	MC: 7/22/2021 a	8/5/2021 a
	5. MPE_1.3 Resolution of Need	Approve	N/A	MC: 8/19/2021 t	9/2/2021 t
	6. PLW_1.3 Resolution of Need (third supplemental approval)	Approve	N/A	MC: 8/19/2021 t	9/2/2021 t
	7. PLM_1.3 Resolution of Need (third supplemental approval)	Approve	N/A	MC: 8/19/2021 t	9/2/2021 t
	8. PLM_1.3 Resolution of Need (fourth supplemental approval)	Approve	N/A	MC: 9/23/2021 t	10/7/2021 t
	IGAs, MOUs, Permit Commitments, & Similar Agreements	9. DCS_1.0 Sherwood Broadband Services IGA	Approve	N/A	MC: 3/18/2021 a
		Execute	8/31/2021 t	N/A	N/A
10. PLW_2.0 Settlement Agreement with Metro and Hillsboro for OWNP		Approve	N/A	MC: 4/22/2021 a	5/6/2021 a
		Execute	8/31/2021 t	N/A	N/A
11. PLM_1.3 BPA Reimbursement Agreement		Approve	N/A	MC: 5/20/2021 a	6/3/2021 a
		Execute	8/31/2021 t	N/A	N/A
12. PLM_4.2 WCLUT Teton to Langer Design IGA Amendment 3		Approve	N/A	MC: 6/17/2021 a	7/1/2021 a
		Execute	7/30/2021 a	N/A	N/A
13. PLM_4.4 WCLUT RRR Design IGA Amendment 1		Approve	N/A	MC: 6/17/2021 a	7/1/2021 a
		Execute	7/30/2021 a	N/A	N/A
14. 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 a
		Execute	8/31/2021 t	N/A	N/A
15. PLW_1.2 WCLUT Construction IGA		Approve	N/A	MC: 8/19/2021 t	9/2/2021 t
		Execute	9/30/2021 t	N/A	N/A

Willamette Water Supply

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Type	Description	Projecte d Action	Body/Position (projected action date)		
			Program Director	WWSS Committees	WWSS Board
IGAs, MOUs, Permit Commitments, & Similar Agreements <i>continued</i>	16. PLM_1.0 Wilsonville Ground Lease Amendment 1	Approve	N/A	MC: 8/19/2021 t	9/2/2021 t
		Execute	9/30/2021 t	N/A	N/A
	17. RES_1.0 WCLUT Grabhorn Road Realignment IGA	Approve	N/A	MC: 9/23/2021 t	10/7/2021 t
		Execute	11/30/2021 t	N/A	N/A
	18. PLM_4.4 WCLUT Construction IGA	Approve	N/A	MC: 9/23/2021 t	10/7/2021 t
		Execute	11/30/2021 t	N/A	N/A
	19. Master Coordination Agreement with WCLUT Amendment 1	Approve	N/A	MC: 9/23/2021 t	10/7/2021 t
		Execute	11/30/2021 t	N/A	N/A
	20. PLM_4.2 WCLUT Construction IGA	Approve	N/A	MC: 1/20/2022 t	2/3/2022 t
		Execute	2/28/2022 t	N/A	N/A
Contracts (above Program Director's Authority)	21. None	Approve	N/A	N/A	N/A
		Execute	N/A	N/A	N/A
Contract Amendments and Change Orders (above Program Director's Authority)	22. RES_1.0/PLM_5.3 GMP for Pipeline Materials Goal: Secure pipe, valves, and vaults to construct RES_1.0 and PLM_5.3 Value: \$13.90M (estimated) Contractor: Hoffman-Fowler, LLC	Approve	N/A	MC: 8/19/2021 t	9/2/2021 t
		Execute	9/7/2021 t	N/A	N/A
	23. RES_1.0/PLM_5.3 GMP for Construction Goal: Construct RES_1.0 and PLM_5.3 Value: \$103.8M (estimated) Contractor: Hoffman-Fowler, LLC	Approve	N/A	12/16/2021 t	1/6/2022 t
		Execute	LNTP: 1/10/2022 t NTP: 3/3/2022 t	TBA	N/A
Local Contract Review Board (LCRB) Actions	24. None	Approve	N/A	N/A	N/A

DRAFT **Willamette Water Supply System Commission**
Board Meeting Minutes
Thursday, August 5, 2021

Commissioners present:

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

Committee Members present:

City of Beaverton:	David Winship
City of Hillsboro:	Niki Iverson
	Eric Hielema
TVWD:	Tom Hickmann

Managing Agency Staff present:

WWSS Commission General Manager / Willamette Water Supply Program (WWSP) Director	Dave Kraska
TVWD General Counsel	Clark Balfour
WWSP Permitting and Outreach Manager	Christina Walter
WWSP Program Controls Manager	Jeremy Taylor
WWSS Commission Recorder / WWSP Administrative Assistant	Annette Rehms

Other Attendees present:

TVWD Asset Management Division Manager	Matt Oglesby
City of Hillsboro-JWC Water Treatment Manager	Chris Wilson
TVWD, Technical Services Accountant	Shital Patel

REGULAR SESSION – 12:00 PM**CALL TO ORDER**

Chairman Judah called the regular Willamette Water Supply System (WWSS) Commission meeting to order at 12:01 p.m.

ROLL CALL

Ms. Rehms administered the roll call and noted attendance.

1. GENERAL MANAGER’S REPORT

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

The General Manager's report included an overview of etiquette for remote meetings; the Approvals and Procurement Forecast covering August through October 2021; updates on projects planning, permitting and communications; status updates on the design and construction of projects; a steel market exposure update; and the quarterly financial report for the period ending June 30, 2021.

2. PUBLIC COMMENT

There were no public comments.

3. CONSENT AGENDA

- A. Approve the July 1, 2021, meeting minutes.

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

4. BUSINESS AGENDA

- A. Adopt PLM_1.3 Resolution of Need (first supplemental approval) – *Christina Walter*

Ms. Walter described the project location and reported the project has progressed to the point where property requirements are known for construction as well as the long-term operation and maintenance of the pipeline. The proposed resolution enables the WWSS Commission's agents, including the WWSP team, to begin negotiating with respective property interest holders, and authorizes the acquisition of the property interests by eminent domain, to the extent negotiations fail. Estimated costs are included in the baseline budget. (*presentation on file*)

Motion was made by Beaty, seconded by Duggan, to adopt Resolution WWSS-17-21 declaring public necessity to acquire property interests over, upon, under and through real property for pipeline section PLM_1.3 for the Willamette Water Supply System. The motion passed unanimously with Beaty, Judah, and Duggan voting in favor.

- B. Adopt MPE_1.2 Resolution of Need (third supplemental approval) – *Christina Walter*

Ms. Walter described the project location and reported the project has progressed to the point where property requirements are known for construction as well as the long-term operation and maintenance of the pipeline, including connection to the TVWD distribution system. She explained the preceding resolutions declared the property needs for the MPE_1.2 pipeline alignment to fulfill WWSP standard construction work zone requirements. Today's proposed resolution defines the real property needs at the Pressure and Flow Control facility, where the WWSS will connect to the TVWD distribution system, at the corner of SW Hall Boulevard and SW Oleson Road. Estimated costs are included in the baseline budget.

Motion was made by Duggan, seconded by Beaty, to adopt Resolution WWSS-18-21 declaring public necessity to acquire property interests over, upon, under and through real property for pipeline section MPE_1.2 for the Willamette Water Supply System. The motion passed unanimously with Beaty, Judah and Duggan voting in favor.

5. INFORMATION ITEMS

A. Planned September Business Agenda Items – *Christina Walter*

Ms. Walter presented information on business agenda items planned for the September 2, 2021, WWSS Commission Board meeting.

Staff anticipates recommending approval of:

1. Adopt PLM_1.3 Supplemental Resolution of Need
2. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA
3. Adopt PLM_4.4 WCLUT Roy Rogers Road Construction IGA
4. Adopt PLW_1.2 WCLUT Cornelius Pass Road Construction IGA

B. The next Board meeting is scheduled on September 2, 2021, 12:00 PM via Microsoft Teams.

6. COMMUNICATIONS AND NON-AGENDA ITEMS

A. None scheduled.

ADJOURNMENT

There being no further business, Chairman Judah adjourned the meeting at 12:23 p.m.

David Judah, Chair

James Duggan, Vice Chair

Willamette Water Supply System Commission

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STAFF REPORT

To: Board of Commissioners

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

Date: September 2, 2021

Subject: Supplemental Resolution Declaring Public Necessity to Acquire Property Interests Over, Upon, Under, and Through Real Property for Pipeline Section PLM_1.3 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_1.3 for the Willamette Water Supply System (WWSS).

Key Concepts:

The WWSS includes a section of pipeline generally along SW Kinsman Road, SW Boeckman Road, SW 95th Avenue, and SW Ridder Roads, referred to as PLM_1.3.

- 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.
- This supplemental resolution declares the public need for additional property interests and enables the WWSS Commission's agents, including the WWSP team, to begin negotiating with respective property interest holders. The preceding resolutions declaring property needs for PLM_1.3 were adopted on May 6 and August 5, 2021.

Background:

The WWSS includes Pipeline Section PLM_1.3, a section of pipeline along SW Kinsman Road, SW Boeckman Road, SW 95th Avenue, and SW Ridder Roads. The PLM_1.3 project is located within the City of Wilsonville. The project area is shown in the attached map. The pipeline will be 66-inch diameter welded steel pipe.

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 PLM_1.3 pipeline alignment requires permanent and temporary easements to fulfill WWSP standard construction work zone requirements.

This resolution updates the declared real property needs for the project to include additional permanent and temporary easement areas.

Resolution Summary

The WWSS Commission has authority to acquire real property for the WWSS. The pipeline section PLM_1.3 requires the acquisition of temporary and permanent easements on private property. The PLM_1.3 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.

Budget Impact:

The WWSP real estate team has completed an estimate that represents, in the professional judgment of the real estate team, the budget-level cost required to acquire the easements. The total estimated cost for PLM_1.3 real property needs identified in this proposed resolution is \$335,000. Funds for purchase of the easements described in the resolution 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:

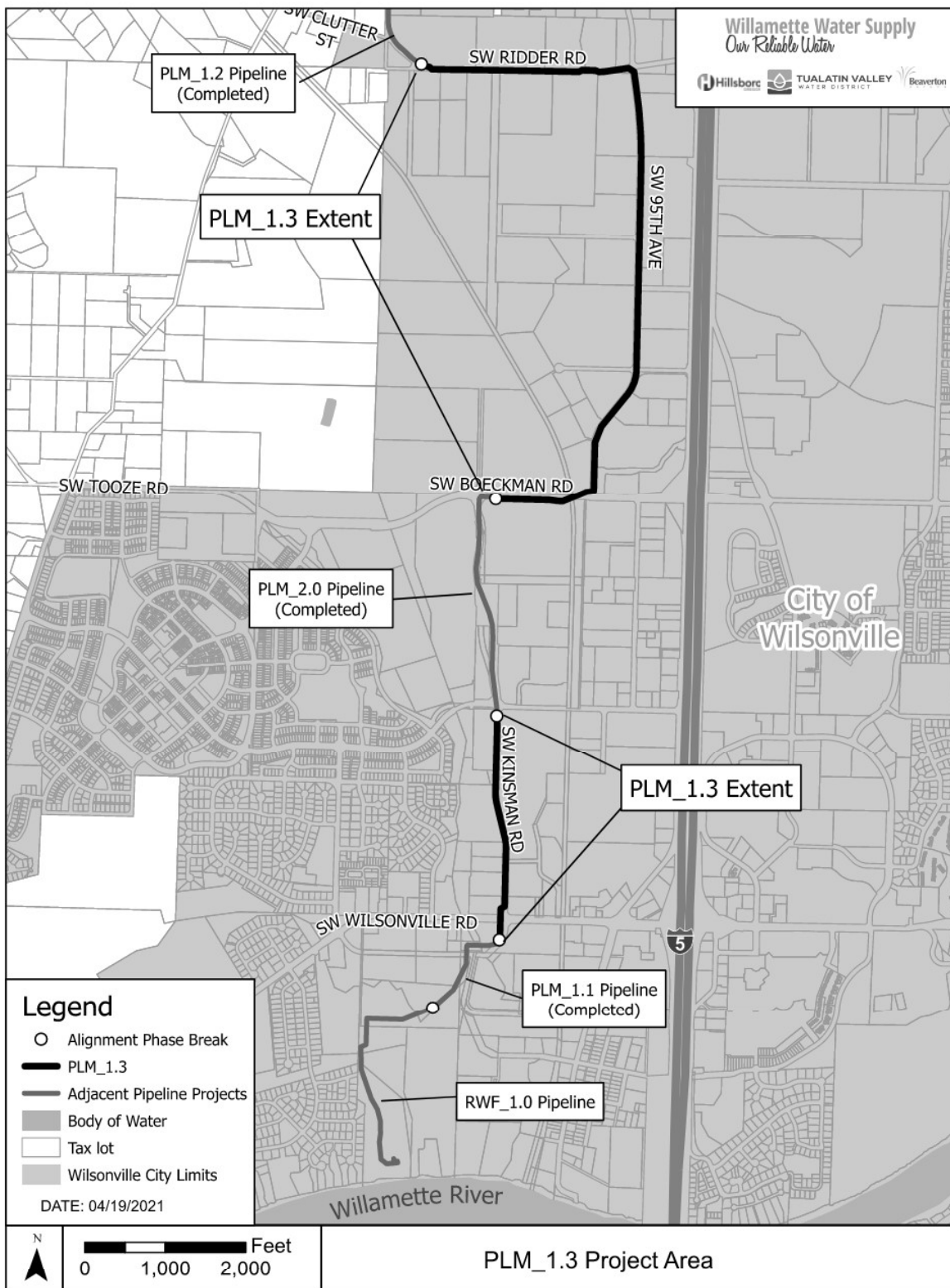
- Project area map
- Proposed Resolution
- Exhibit 1: Property Interests (including Exhibit A Legal Descriptions and Exhibit B Acquisition Maps)

Resolution Declaring Public Necessity to Acquire Property Interests for WWSP Pipeline Section PLM_1.3

September 2, 2021

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Project area map:



Willamette Water Supply System Commission

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RESOLUTION NO. WWSS-19-21

RESOLUTION DECLARING PUBLIC NECESSITY TO ACQUIRE PROPERTY INTERESTS OVER, UPON, UNDER AND THROUGH REAL PROPERTY FOR PIPELINE SECTION PLM_1.3 FOR THE WILLAMETTE WATER SUPPLY SYSTEM.

WHEREAS, the above-entitled matter came before the Willamette Water Supply System Commission (WWSS Commission) at its regular meeting on September 2, 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, 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_1.3, and that such use is planned and located in a manner that is most compatible with the greatest public benefit and the least injury to private property owners; and,

WHEREAS, such property interests are preliminarily described on Exhibit A and depicted for illustration purposes only on Exhibit B attached hereto and incorporated by reference, with final legal descriptions and easement documents to be determined by TVWD staff, including the Willamette Water

Willamette Water Supply

Our Reliable 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 commence the acquisition process for the Easement Interests through exercise of the power of eminent domain.

Section 3: TVWD staff, including the WWSP, and 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: TVWD staff, including WWSP, consultants, and 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, including WWSP, and 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.

Approved and adopted at a regular meeting held on the 2nd day of September 2021.

David Judah, Chair

James Duggan, Vice Chair

Exhibit A

Willamette Water Supply
August 18, 2021

ECT REBCO PROPERTIES LLC
BET REBCO PROPERTIES LLC
Portion of 31W11A 00800

Parcel 1 Permanent Facilities Easement

Three tracts of land in the Northeast One-Quarter of Section 11, Township 3 South, Range 1 West, said tract being a portion of that property conveyed to ECT REBCO PROPERTIES LLC, an Oregon limited liability company, as to an undivided 50% interest, and BET REBCO PROPERTIES LLC, an Oregon limited liability company, as to an undivided 50% interest, each as tenants in common and described as Parcels I & II in Document Number 2021-057079, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 5/8" Iron Rod with yellow plastic cap marked "PLS 1332" in a monument box, set in PS-25910, Clackamas County Survey Records, on the centerline of 95th Avenue, being North 01°18'38" East a distance of 883.18 feet from the centerline intersection with Freeman Court; thence along said centerline of 95th Avenue, 32.12 feet along a curve to the left, said curve having a radius of 5,924.66 feet, a central angle of 00°18'38" and a chord which bears North 01°09'18" East a distance of 32.12 feet; thence leaving said centerline, South 89°00'01" East a distance of 31.00 feet to a point on a curve, being on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, 4.00 feet along a nontangential curve to the left, said curve having a radius of 5,955.66 feet, a central angle of 00°02'18" and a chord which bears North 00°58'50" East a distance of 4.00 feet; thence leaving said East right of way line, South 89°02'19" East a distance of 3.75 feet to a point of non-tangential curvature; thence 4.00 feet along a curve to the right, said curve having a radius of 5,959.41 feet, a central angle of 00°02'18" and a chord which bears South 00°58'50" West a distance of 4.00 feet; thence North 89°00'01" West a distance of 3.75 feet to the **Point of Beginning**.

Together with: Commencing at said 5/8" Iron Rod; thence along said centerline of 95th Avenue, South 01°18'38" West a distance of 502.69 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.00 feet to a point on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, South 01°18'38" West a distance of 4.00 feet; thence leaving said East right of way line, South 88°41'22" East a distance of 3.00 feet; thence North 01°18'38" East a distance of 4.00 feet; thence North 88°41'22" West a distance of 3.00 feet to the **Point of Beginning**.

Together with: Commencing at a 5/8" Iron Rod with yellow plastic cap marked "PLS 1332" in a monument box, set in PS-25910, Clackamas County Survey Records, at the centerline of 95th Avenue at the centerline-centerline intersection of 95th Avenue and Freeman Court; thence along said centerline of 95th Avenue, South 01°18'38" West a distance of 105.03 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.00 feet to a point on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right

of way line, South 01°18'38" West a distance of 4.00 feet; thence leaving said East right of way line, South 88°41'22" East a distance of 4.00 feet; thence North 01°18'38" East a distance of 4.00 feet; thence North 88°41'22" West a distance of 4.00 feet to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

These tracts of land contain 43 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
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OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022

Exhibit A

Willamette Water Supply
August 18, 2021

ECT REBCO PROPERTIES LLC
BET REBCO PROPERTIES LLC
Portion of 31W11A 00800

Parcel 2 Temporary Construction Easement

Three tracts of land in the Northeast One-Quarter of Section 11, Township 3 South, Range 1 West, said tract being a portion of that property conveyed to ECT REBCO PROPERTIES LLC, an Oregon limited liability company, as to an undivided 50% interest, and BET REBCO PROPERTIES LLC, an Oregon limited liability company, as to an undivided 50% interest, each as tenants in common and described as Parcels I & II in Document Number 2021-057079, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 5/8" Iron Rod with yellow plastic cap marked "PLS 1332" in a monument box, set in PS-25910, Clackamas County Survey Records, on the centerline of 95th Avenue, being North 01°18'38" East a distance of 883.18 feet from the centerline intersection with Freeman Court; thence along said centerline of 95th Avenue, 27.13 feet along a curve to the left, said curve having a radius of 5,924.66 feet, a central angle of 00°15'45" and a chord which bears North 01°10'45" East a distance of 27.13 feet; thence leaving said centerline, South 88°57'07" East a distance of 31.00 feet to a point on a curve, being on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, 13.98 feet along a non-tangential curve to the left, said curve having a radius of 5,955.66 feet, a central angle of 00°08'04" and a chord which bears North 00°58'51" East a distance of 13.98 feet; thence leaving said East right of way line, South 89°05'11" East a distance of 8.75 feet; thence South 00°58'51" West a distance of 14.00 feet; thence North 88°57'07" West a distance of 8.75 feet to the **Point of Beginning**.

Together with: Commencing at said 5/8" Iron Rod; thence along said centerline of 95th Avenue, South 01°18'38" West a distance of 497.69 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.00 feet to a point on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, South 01°18'38" West a distance of 14.00 feet; thence leaving said East right of way line, South 88°41'22" East a distance of 8.00 feet; thence North 01°18'38" East a distance of 14.00 feet; thence North 88°41'22" West a distance of 8.00 feet to the **Point of Beginning**.

Together with: Commencing at a 5/8" Iron Rod with yellow plastic cap marked "PLS 1332" in a monument box, set in PS-25910, Clackamas County Survey Records, at the centerline of 95th Avenue at the centerline-centerline intersection of 95th Avenue and Freeman Court; thence along said centerline of 95th Avenue, South 01°18'38" West a distance of 54.51 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.00 feet to a point on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, South 01°18'38" West a distance of 317.36 feet to the Southwest corner of said property; thence leaving said East right of way line, along the South line of said property, South 88°39'53" East a distance of 15.00 feet; thence leaving said south property line,

North 01°18'38" East a distance of 342.53 feet to a point of nontangential curvature; thence 19.07 feet along a curve to the left, said curve having a radius of 17.50 feet, a central angle of 62°26'07" and a chord which bears South 32°34'41" West a distance of 18.14 feet; thence South 01°21'38" West a distance of 9.66 feet; thence North 88°41'22" West a distance of 5.58 feet to the **Point of Beginning**.

EXCEPT: Parcel 1.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

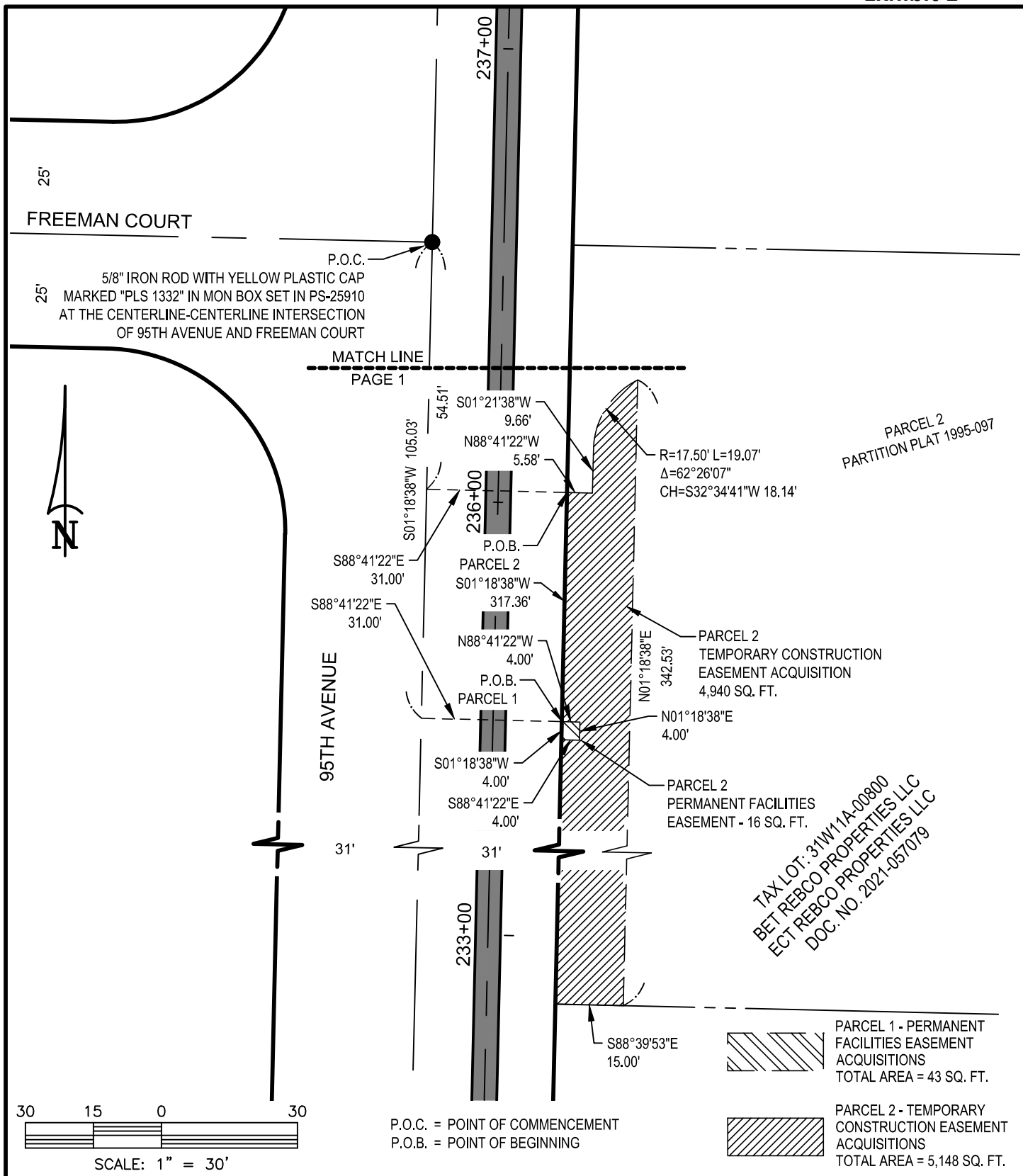
These tracts of land contain 5,148 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2021.08.18 17:14:14-07'00'

OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022



Willamette Water Supply
Our Reliable Water

WILLAMETTE WATER
SUPPLY PROGRAM
1850 SW 170th Avenue
Beaverton, Oregon 97003
Phone: (503) 941-4563

ACQUISITION MAP
NE1/4 S11 T3S R1W - TAX LOT 800
PAGE 2 OF 2

DATE 08/18/2021	DRAWN BY DAC	CHECKED BY JMY
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Otak

808 SW 3rd Ave., Ste. 800
Portland, Oregon 97204
Phone: (503) 287-6825
www.otak.com
project: 18341

Exhibit A

Willamette Water Supply
August 10, 2021

THOMAS GARNIER
Portion of 31W11A 01200

Temporary Construction Easement

A tract of land being a portion of Parcel 1, Partition Plat No. 1995-097, Clackamas County Plat Records, said tract being a portion of that property conveyed to Thomas Garnier and described in Document Number 95-068218, Clackamas County Deed Records; said parcel being the West 15.00 feet of said property.

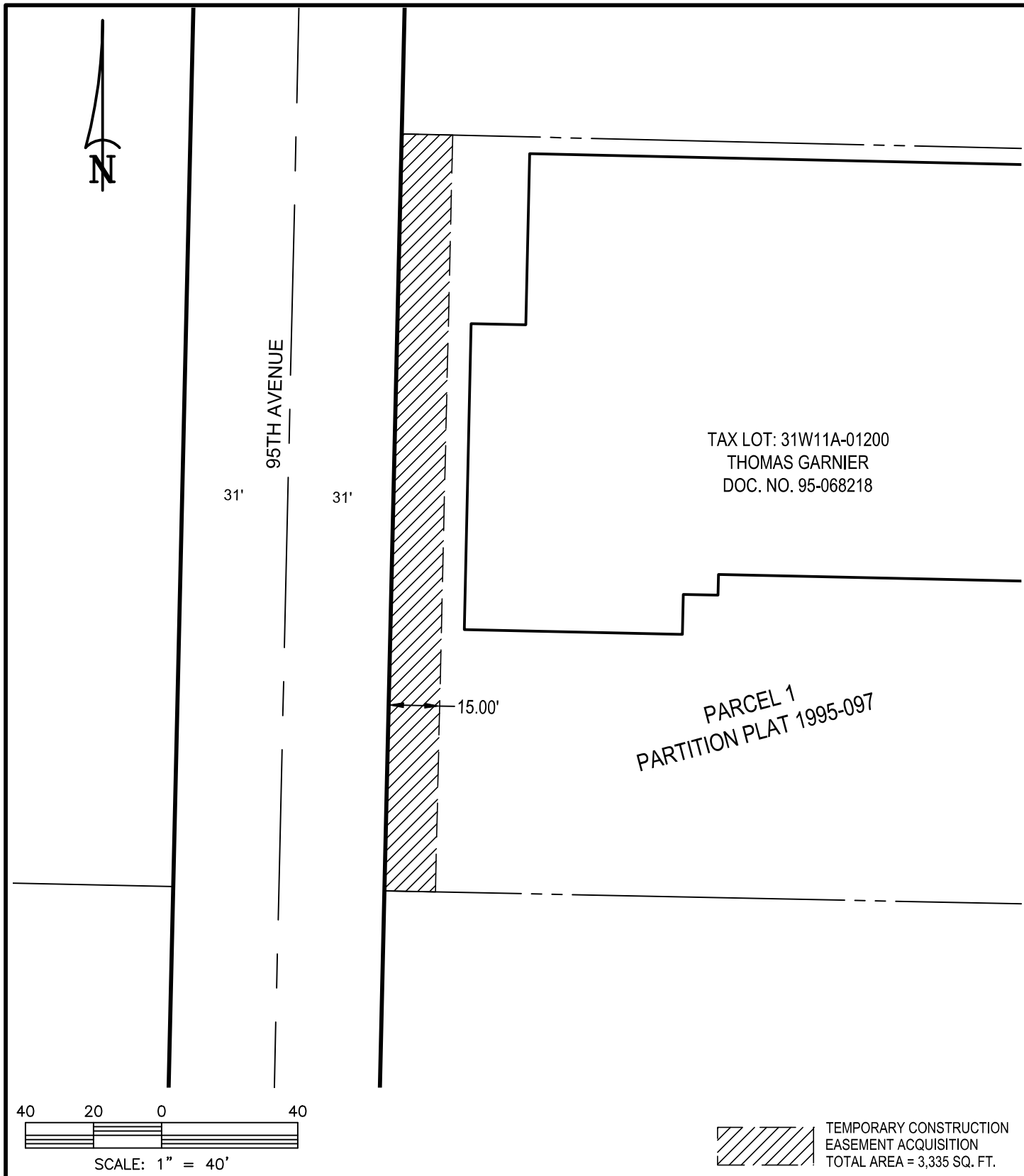
This tract of land contains 3,335 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
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OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022



Willamette Water Supply
Our Reliable Water
 WILLAMETTE WATER
 SUPPLY PROGRAM
 1850 SW 170th Avenue
 Beaverton, Oregon 97003
 Phone: (503) 941-4563

ACQUISITION MAP
 PAGE 1 OF 1
 NE1/4 S11 T3S R1W - TAX LOT 1200

DATE 08/10/2021	DRAWN BY DAC	CHECKED BY JMY
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Otak

 808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 18341

Exhibit A

Willamette Water Supply
August 13, 2021

HARSCH INVESTMENT PROPERTIES, LLC
Portion of 31W11D 00200

Parcel 1 Permanent Facilities Easement

A tract of land being a portion of Lot 2 of the Plat of “Wilsonville Business Center” recorded as Plat Number 2880 of Clackamas County Plat Records, said tract being a portion of that property conveyed to Harsch Investment Properties, LLC, an Oregon limited liability company, and described as Parcel I in Document Number 2018-072344, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 2-1/2” Brass Cap (cap illegible) in a monument box, set in Plat 2880, Clackamas County Plat Records at the centerline-centerline intersection of 95th Avenue and SW Hillman Court; thence along said centerline of 95th Avenue, North 01°18’38” East a distance of 527.29 feet; thence leaving said centerline, South 88°41’22” East a distance of 31.00 feet to a point on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, North 01°18’38” East a distance of 4.00 feet; thence leaving said East right of way line, South 88°41’22” East a distance of 3.83 feet; thence South 01°18’38” West a distance of 4.00 feet; thence North 88°41’22” West a distance of 3.83 feet to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

This tract of land contains 16 square feet, more or less.

Exhibit A

Willamette Water Supply
August 13, 2021

HARSCH INVESTMENT PROPERTIES, LLC
Portion of 31W11D 00200

Parcel 2 Temporary Construction Easement

A tract of land being a portion of Lot 2 of the Plat of "Wilsonville Business Center" recorded as Plat Number 2880 of the Clackamas County Plat Records, said tract being a portion of that property conveyed to Harsch Investment Properties, LLC, an Oregon limited liability company, and described as Parcel I in Document Number 2018-072344, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 2-1/2" Brass Cap (cap illegible) in a monument box, set in Plat 2880, Clackamas County Plat Records at the centerline-centerline intersection of 95th Avenue and SW Hillman Court; thence along said centerline of 95th Avenue, North 01°18'38" East a distance of 522.29 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.00 feet to a point on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, North 01°18'38" East a distance of 14.00 feet; thence leaving said East right of way line, South 88°41'22" East a distance of 8.83 feet; thence South 01°18'38" West a distance of 14.00 feet; thence North 88°41'22" West a distance of 8.83 feet to the **Point of Beginning**.

EXCEPT: Parcel 1.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

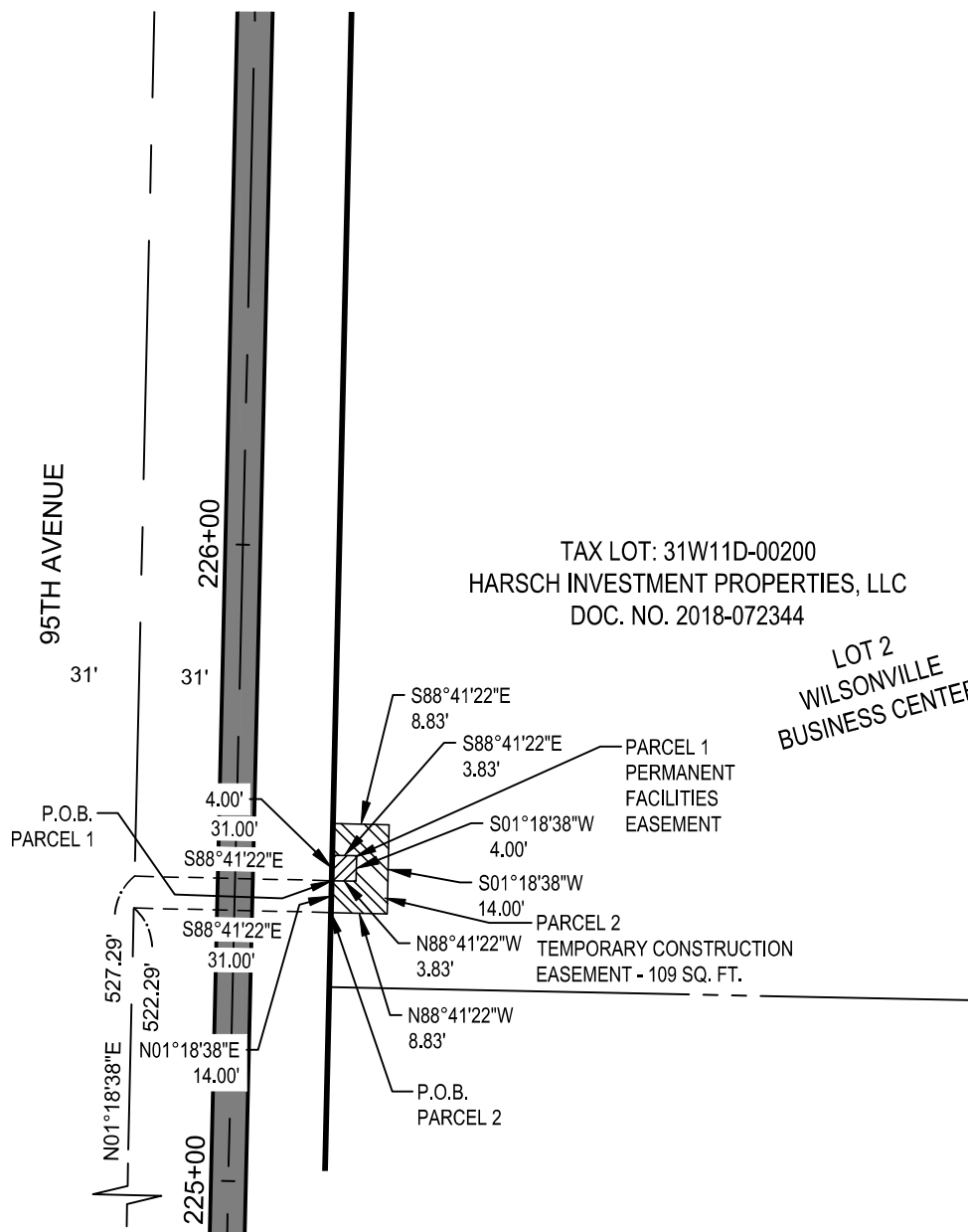
This tract of land contains 109 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

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OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

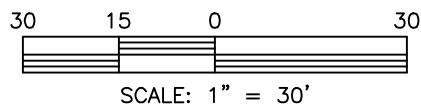
RENEWS 6/30/2022



TAX LOT: 31W11D-00200
 HARSCH INVESTMENT PROPERTIES, LLC
 DOC. NO. 2018-072344

LOT 2
 WILSONVILLE
 BUSINESS CENTER

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING



P.O.C.
 2-1/2" BRASS CAP W/PUNCH IN MON BOX
 SET IN PLAT 2880 AT THE CENTERLINE
 CENTERLINE INTERSECTION OF 95TH
 AVENUE AND SW HILLMAN COURT



PERMANENT FACILITIES
 EASEMENT
 AREA = 16 SQ. FT.



TEMPORARY CONSTRUCTION
 EASEMENT ACQUISITION
 TOTAL AREA = 109 SQ. FT.

Willamette Water Supply
Our Reliable Water

WILLAMETTE WATER
 SUPPLY PROGRAM
 1850 SW 170th Avenue
 Beaverton, Oregon 97003
 Phone: (503) 941-4563

ACQUISITION MAP
 PAGE 1 OF 1
 SE1/4 S11 T3S R1W - TAX LOT 200

DATE
 08/13/2021

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 DAC

CHECKED BY
 JMY



808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 18341

Exhibit A

Willamette Water Supply
August 13, 2021

LBA RV-COMPANY XXIII, LP
Portion of 31W11D 00300

Parcel 1 Permanent Facilities Easement

A tract of land being a part of Lot 1 of the Plat of "Wilsonville Business Center", recorded as Plat No. 2880, Clackamas County Plat Records, said tract being a portion of that property conveyed to LBA RV-Company XXIII, LP, a Delaware limited partnership and described as Parcel I in Document Number 2016-064910, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 2-1/2" Brass Cap (cap illegible) in monument box, set in Plat 2880, Clackamas County Records, at the centerline-centerline intersection of 95th Avenue and SW Hillman Court; thence along said centerline of 95th Avenue, North 01°18'38" East a distance of 56.29 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.99 feet to a point on a curve, being on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, 4.16 feet along a non-tangential curve to the left, said curve having a radius of 40.00 feet, a central angle of 05°57'29" and a chord which bears South 14°29'06" East a distance of 4.16 feet; thence South 88°41'22" East a distance of 2.71 feet; thence North 01°13'08" East a distance of 4.00 feet; thence North 88°41'22" West a distance of 3.84 feet to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

This tract of land contains 14 square feet, more or less.

Exhibit A

Willamette Water Supply
August 13, 2021

LBA RV-COMPANY XXIII, LP
Portion of 31W11D 00300

Parcel 2 Temporary Construction Easement

A tract of land being a part of Lot 1 of the Plat of "Wilsonville Business Center", recorded as Plat No. 2880, Clackamas County Plat Records, said tract being a portion of that property conveyed to LBA RV-Company XXIII, LP, a Delaware limited partnership and described as Parcel I in Document Number 2016-064910, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 2-1/2" Brass Cap (cap illegible) set in Plat 2880 at the centerline-centerline intersection of 95th Avenue and SW Hillman Court; thence along said centerline of 95th Avenue, North 01°18'38" East a distance of 61.29 feet; thence leaving said centerline, South 88°41'22" East a distance of 31.18 feet to a point on a curve, being on the East right of way line of said 95th Avenue and the **Point of Beginning**; thence along said East right of way line, 14.65 feet along a non-tangential curve to the left, said curve having a radius of 40.00 feet, a central angle of 20°59'11" and a chord which bears South 14°44'19" East a distance of 14.57 feet; thence South 88°41'22" East a distance of 5.63 feet; thence North 01°13'19" East a distance of 14.00 feet; thence North 88°41'22" West a distance of 9.64 feet to the **Point of Beginning**.

EXCEPT: Parcel 1.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

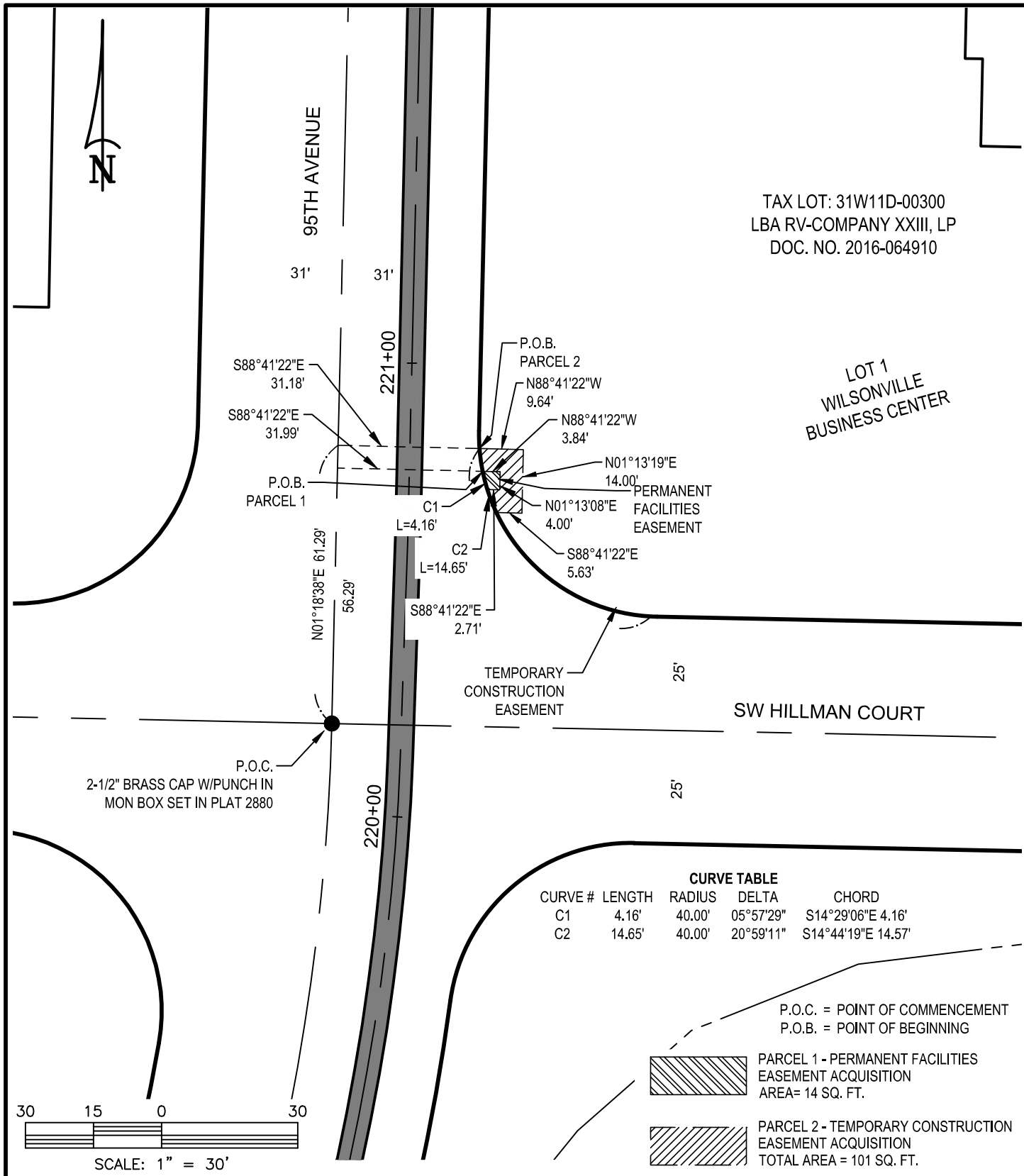
This tract of land contains 101 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

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OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022



Willamette Water Supply
Our Reliable Water

WILLAMETTE WATER SUPPLY PROGRAM
1850 SW 170th Avenue
Beaverton, Oregon 97003
Phone: (503) 941-4563

ACQUISITION MAP
PAGE 1 OF 1
SE1/4 S11 T3S R1W - TAX LOT 300

DATE
08/13/2021

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DAC

CHECKED BY
JMY

Otak

808 SW 3rd Ave., Ste. 800
Portland, Oregon 97204
Phone: (503) 287-6825
www.otak.com
project: 18341

Exhibit A

Willamette Water Supply
August 16, 2021

SWIRE PACIFIC HOLDINGS INC.
Portion of 31W14C 00103

Temporary Construction Easement

Two tracts of land in the Southwest One-Quarter of Section 14, Township 3 South, Range 1 West, of the Willamette Meridian, City of Wilsonville, Clackamas County, Oregon, being a portion that property conveyed to "Swire Pacific Holdings Inc. D/B/A Swire Coca-Cola, USA, a Delaware Corporation" and described in Document Number 2017-083456, Clackamas County Deed Records; said tracts being described as follows:

Commencing at a 5/8" Iron Rod with Yellow Plastic Cap stamped "PLS 53760", set in Survey Number 2009-013, Clackamas County Survey Records, said Iron Rod being on the centerline of Kinsman Road; thence along said center line, South 01°24'56" West a distance of 93.82 feet; thence leaving said center line, South 88°35'04" East a distance of 30.00 feet to the East right of way line of Kinsman Road and the **Point of Beginning** from which the Southwest corner of said property bears South 03°37'50" East a distance of 1,688.20 feet; thence leaving said East right of way line, South 41°13'41" East a distance of 51.74 feet; thence South 01°25'07" West a distance of 12.00 feet; thence North 89°48'27" West a distance of 15.00 feet; thence South 01°25'07" West a distance of 28.54 feet; thence South 71°43'06" East a distance of 47.02 feet; thence South 01°25'07" West a distance of 16.00 feet; thence North 88°34'53" West a distance of 50.00 feet; thence South 46°25'07" West a distance of 21.28 feet to said East right of way line; thence along said East right of way line North 01°24'56" East a distance of 123.62 feet to the **Point of Beginning**.

Together with: Beginning at the Southwest corner of said property, said corner being marked by a 5/8" Iron Rod set in PS-23952 on the East right of way line of Kinsman Road; thence along said East right of way line, North 01°22'34" East a distance of 15.91 feet; thence South 63°02'39" East a distance of 34.29 feet to a point on the South line of said property; thence along said south line, South 89°20'02" West a distance of 30.94 feet to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

These tracts of land contain 3,650 square feet more or less.

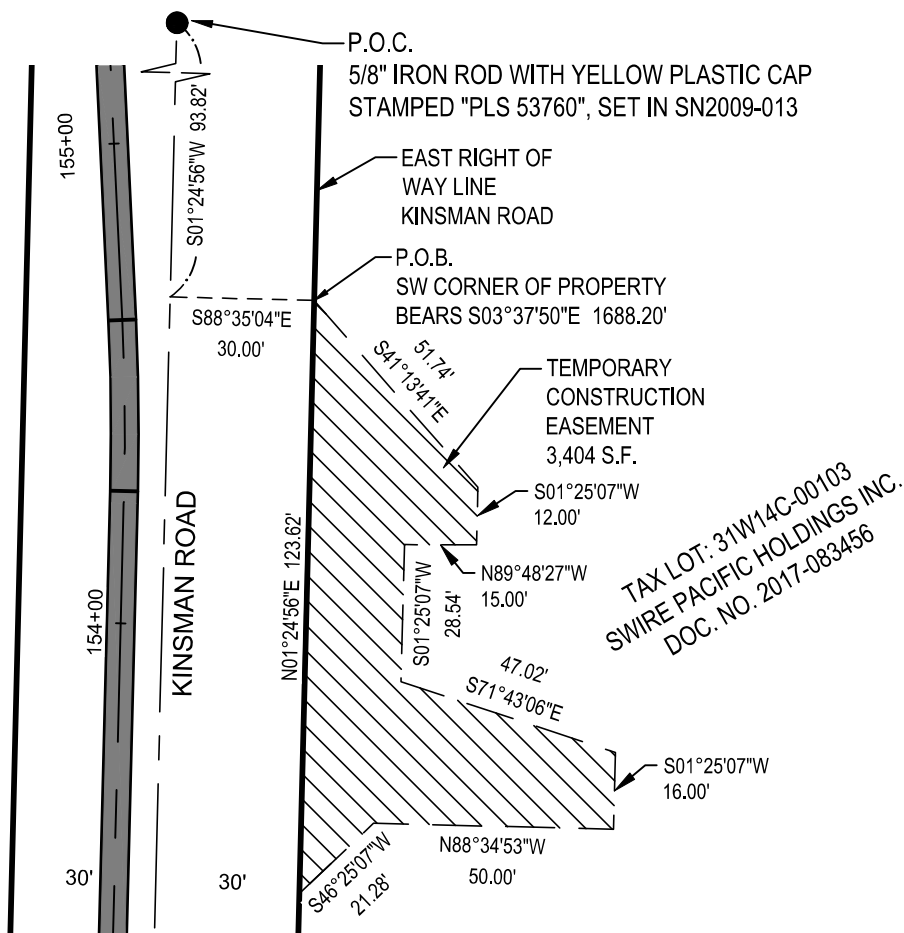
REGISTERED
PROFESSIONAL
LAND SURVEYOR

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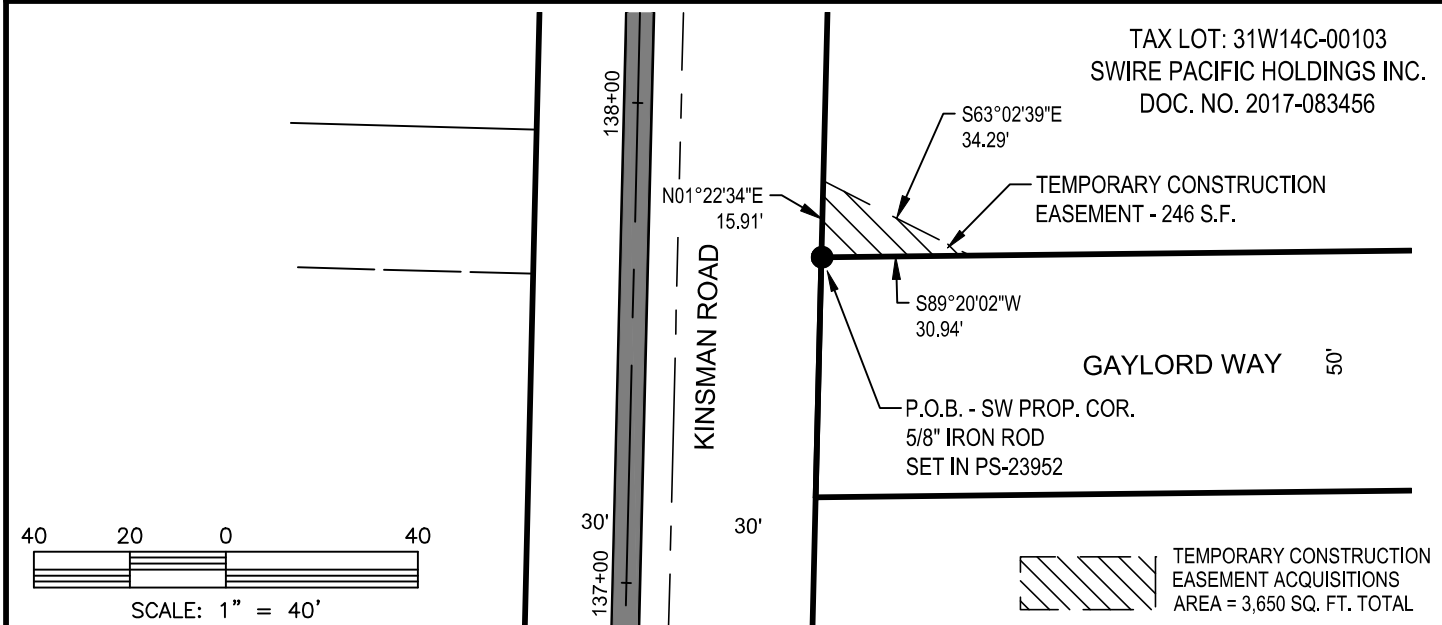
OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022

EXHIBIT B



P.O.C.=POINT OF COMMENCEMENT
P.O.B.=POINT OF BEGINNING



Willamette Water Supply
Our Reliable Water

PIPELINE MAIN STEM, SECTION 1.3
WILLAMETTE WATER SUPPLY PROGRAM
1850 SW 170th Avenue
Beaverton, Oregon 97003
Phone: (503) 941-4563

ACQUISITION MAP
PAGE 1 OF 1
SW1/4 S14 T3S R1W - TAX LOT 103

DATE
08/16/2021

DRAWN BY
DAC

CHECKED BY
JMY



808 SW 3rd Ave., Ste. 800
Portland, Oregon 97204
Phone: (503) 287-6825
www.otak.com
project: 18341

Exhibit A

Willamette Water Supply
August 19, 2021

VAN BILSEN INVESTMENTS L.L.C.
Portion of 31W14C 00107

Temporary Construction Easement

A tract of land being a portion of Parcel 1 of Partition Plat No. 1991-082, Clackamas County plat records, said tract being a portion of that property conveyed to Van Bilsen Investments L.L.C., an Oregon limited liability company, which acquired title as Van Bilsen Investments LLC, described in that Bargain and Sale Deed – Statutory Form, recorded on May 11, 2006 as Document Number 2006-042976, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 3½” Brass Cap in a monument box marked “T3S R1W 14/23” at the South one-quarter corner of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, Clackamas County, Oregon; thence along the South line of said Section 14, North 88°24’54” West a distance of 854.16 feet to the centerline intersection with Kinsman Road; thence leaving said South line, along the centerline of Kinsman Road, North 01°22’34” East a distance of 303.87 feet; thence leaving said centerline, South 88°37’26” East a distance of 30.00 feet to a point on the East right of way line of said Kinsman Road and the **Point of Beginning**; thence along said East right of way line, North 01°22’34” East a distance of 50.56 feet; thence leaving said East Right of Way line, South 59°30’45” East a distance of 49.62 feet; thence South 00°28’35” East a distance of 25.00 feet; thence South 89°31’25” West a distance of 44.19 feet to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

This tract of land contains 1,649 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2021.08.19 14:40:42-07'00'

OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022

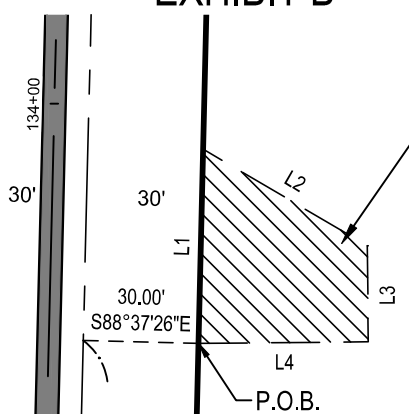
EXHIBIT B

TAX LOT: 31W14C-00107
 VAN BILSEN INVESTMENTS LLC
 DOC. NO. 2006-042976

PARCEL 1
 PARTITION PLAT NO. 1991-082



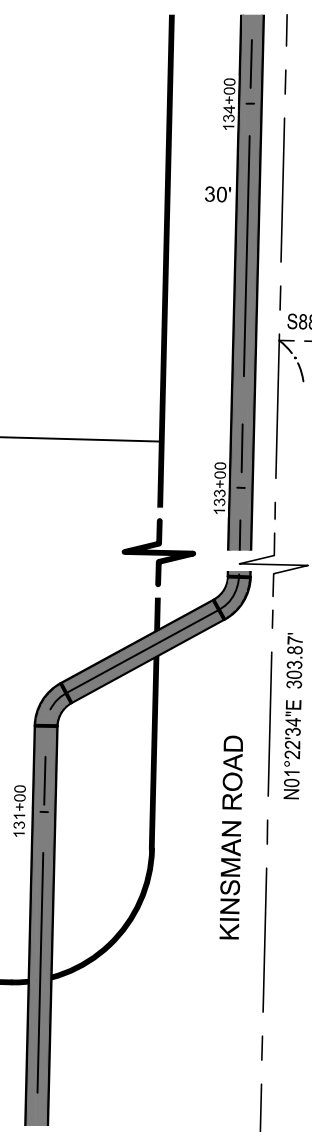
TEMPORARY
 CONSTRUCTION
 EASEMENT



LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N01°22'34"E	50.56'
L2	S59°30'45"E	49.62'
L3	S00°28'35"E	25.00'
L4	S89°31'25"W	44.19'

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING



SOUTH LINE
 SECTION 14

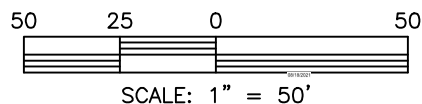
N88°24'54"W 854.16'

WILSONVILLE ROAD
 (MARKET ROAD NO. 6)

CENTER LINE
 WILSONVILLE
 ROAD

P.O.C.

3-1/2" BRASS CAP MARKED "T3S
 R1W 14/23" IN MONUMENT BOX



TEMPORARY CONSTRUCTION EASEMENT
 ACQUISITION
 AREA = 1,649 SQ. FT.

Willamette Water Supply
Our Reliable Water

WILLAMETTE WATER
 SUPPLY PROGRAM
 1850 SW 170th Avenue
 Beaverton, Oregon 97003
 Phone: (503) 941-4563

ACQUISITION MAP
 PAGE 1 OF 1
 SW1/4 S14 T3S R1W - TAX LOT 107

DATE
 08/19/2021

DRAWN BY
 DAC

CHECKED BY
 JMY



808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 18341

Exhibit A

Willamette Water Supply
August 13, 2021

SEELY PROPERTY LLC
Portion of 31W14C 00109

Temporary Construction Easement

A tract of land in Tract "B" of Partition Plat 1991-082, Clackamas County Plat Records, being a portion that property conveyed to Seely Property LLC, an Oregon limited liability company and described in that Special Warranty Deed - Statutory Form, recorded as Document Number 2009-064617, Clackamas County Deed Records; said tract being described as follows:

Beginning at the most Westerly Northwest corner of said property, said corner being marked by a 5/8" Iron Rod set in PS-23952 on the East right of way line of Kinsman Road; thence along said East right of way line, South 01°22'34" West a distance of 50.03 feet to the most Westerly Southwest corner of said property; thence leaving said East right of way line, along the South line of said property, North 89°17'33" East a distance of 80.03 feet; thence leaving said South property line, North 01°22'27" East a distance of 24.74 feet; thence North 63°02'39" West a distance of 54.38 feet to a point on the North line of said property; thence along said North property line, South 89°20'02" West a distance of 30.94 feet to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

This tract of land contains 3,381 square feet more or less.

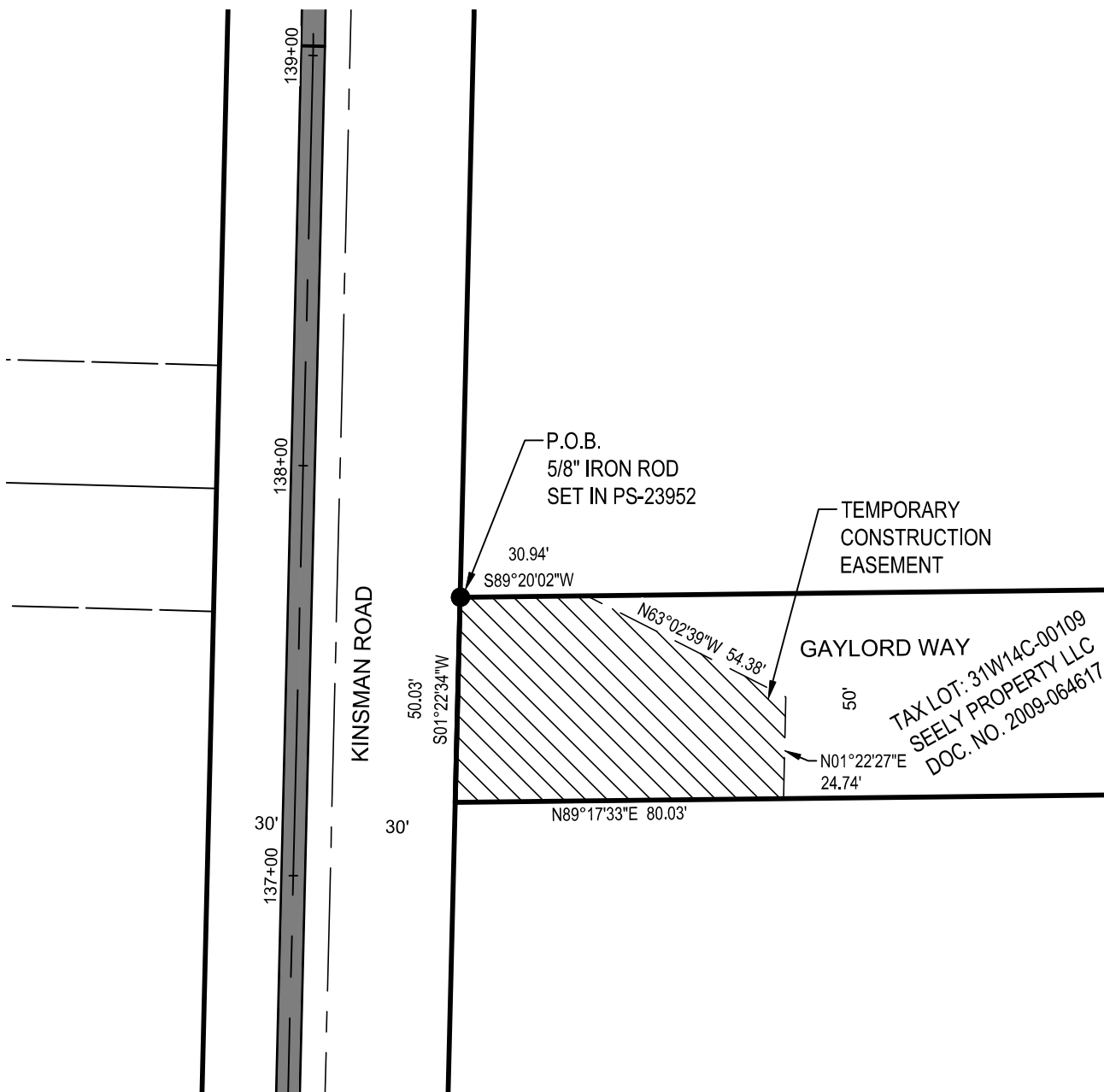
REGISTERED
PROFESSIONAL
LAND SURVEYOR

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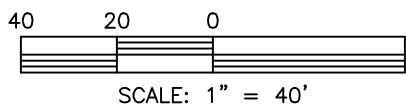

OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022

EXHIBIT B



P.O.C.=POINT OF COMMENCEMENT
P.O.B.=POINT OF BEGINNING

TEMPORARY CONSTRUCTION
EASEMENT ACQUISITION
AREA = 3,381 SQ. FT.

Willamette Water Supply
Our Reliable Water

PIPELINE MAIN STEM, SECTION 1.3
WILLAMETTE WATER SUPPLY PROGRAM
1850 SW 170th Avenue
Beaverton, Oregon 97003
Phone: (503) 941-4563

ACQUISITION MAP
PAGE 1 OF 1
SW1/4 S14 T3S R1W - TAX LOT 109

DATE
08/13/2021

DRAWN BY
DAC

CHECKED BY
JMY



808 SW 3rd Ave., Ste. 800
Portland, Oregon 97204
Phone: (503) 287-6825
www.otak.com
project: 18341

Exhibit A

Willamette Water Supply
August 13, 2021

Marten Transport, LTD
Portion of 31W14C 00205

Parcel 1 Permanent Facilities Easement

A tract of land in the Southwest One-Quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, Clackamas County, Oregon, said tract being a portion of that property conveyed to Marten Transport, LTD., a Delaware corporation in that Special Warranty Deed recorded July 14, 1995 as Document Number 95-040776, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 5/8" Iron Rod with Red Plastic Cap stamped "RYAN LS58833", set in Survey Number 2008-037, Clackamas County Survey Records, said Iron Rod being on the East right of way line of Kinsman Road; thence leaving said East right of way line South 76°21'51" West a distance of 60.00 feet to a point on a curve on the West right of way line of said Kinsman Road; thence 53.29 feet along a curve to the right, said curve having a radius of 529.98 feet, a central angle of 05°45'41" and a chord which bears North 10°45'19" West a distance of 53.27 feet to the **Point of Beginning**; thence continuing along said West right of way line, 30.00 feet along a curve to the right, said curve having a radius of 529.98 feet, a central angle of 03°14'37" and a chord which bears North 06°15'10" West a distance of 30.00 feet; thence leaving said West right of way line, South 83°59'34" West a distance of 17.89 feet; thence South 06°00'26" East a distance of 30.00 feet; thence North 83°59'34" East a distance of 18.01 feet to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

This tract of land contains 535 square feet, more or less.

Exhibit A

Willamette Water Supply
August 13, 2021

Marten Transport, LTD
Portion of 31W14C 00205

Parcel 2 Temporary Construction Easement Acquisition

A tract of land in the Southwest One-Quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, Clackamas County, Oregon, said tract being a portion of that property conveyed to Marten Transport, LTD., a Delaware corporation in that Special Warranty Deed recorded July 14, 1995 as Document Number 95-040776, Clackamas County Deed Records; said tract being described as follows:

Commencing at a 5/8" Iron Rod with Red Plastic Cap stamped "RYAN LS58833", set in Survey Number 2008-037, Clackamas County Survey Records, said Iron Rod being on the East right of way line of Kinsman Road; thence leaving said East right of way line South 76°21'51" West a distance of 60.00 feet to a point on a curve on the West right of way line of said Kinsman Road; thence 48.29 feet along a curve to the right, said curve having a radius of 529.98 feet, a central angle of 05°13'14" and a chord which bears North 11°01'32" West a distance of 48.27 feet to the **Point of Beginning**; thence continuing along said West right of way line, 40.01 feet along a curve to the right, said curve having a radius of 529.98 feet, a central angle of 04°19'32" and a chord which bears North 06°15'10" West a distance of 40.00 feet; thence leaving said West right of way line, South 83°59'34" West a distance of 23.03 feet; thence South 06°00'26" East a distance of 40.00 feet; thence North 83°59'34" East a distance of 23.20 feet to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

This tract of land contains 381 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed
2021.08.15 15:00:00-07'00'

OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022

EXHIBIT B



TAX LOT: 31W14C-00205
 MARTEN TRANSPORT, LTD.
 DOC. NO. 95-040776

KINSMAN ROAD

30' 30'

146+00

145+00

144+00

PARCEL 2
 TEMPORARY
 CONSTRUCTION
 EASEMENT

PARCEL 1
 PERMANENT
 FACILITIES
 EASEMENT

S83°59'34"W
 23.03'

S83°59'34"W
 17.89'

S06°00'26"E
 40.00'

S06°00'26"E
 30.00'

N83°59'34"E
 18.01'

N83°59'34"E
 23.20'

P.O.B.
 PARCEL 2

R=529.98' L=48.29'
 $\Delta=05^{\circ}13'14''$
 CH=N11°01'32"W 48.27'

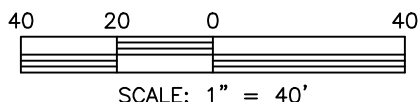
S76°21'51"W
 60.00'

R=529.98' L=40.01'
 $\Delta=04^{\circ}19'32''$
 CH=N06°15'10"W 40.00'

R=529.98' L=30.00'
 $\Delta=03^{\circ}14'37''$
 CH=N06°15'10"W 30.00'

R=529.98' L=53.29'
 $\Delta=05^{\circ}45'41''$
 CH=S10°45'19"E 53.27'

P.O.C.
 5/8" IRON ROD WITH RED
 PLASTIC CAP STAMPED
 "RYAN LS58833"
 SET IN SN2008-037



P.O.C.=POINT OF COMMENCEMENT
 P.O.B.=POINT OF BEGINNING



PARCEL 1 - PERMANENT FACILITIES
 EASEMENT ACQUISITION
 AREA = 535 SQ. FT.



PARCEL 2 - TEMPORARY
 CONSTRUCTION EASEMENT
 ACQUISITION
 AREA = 381 SQ. FT.

Willamette Water Supply
Our Reliable Water

PIPELINE MAIN STEM, SECTION 1.3
 WILLAMETTE WATER SUPPLY PROGRAM
 1850 SW 170th Avenue
 Beaverton, Oregon 97003
 Phone: (503) 941-4563

ACQUISITION MAP
 PAGE 1 OF 1
 SW1/4 S14 T3S R1W - TAX LOT 205

DATE
 08/13/2021

DRAWN BY
 DAC

CHECKED BY
 JMY



808 SW 3rd Ave., Ste. 800
 Portland, Oregon 97204
 Phone: (503) 287-6825
 www.otak.com
 project: 18341

Exhibit A

Willamette Water Supply
August 18, 2021

FRED MEYER STORES INC
Portion of 31W14C 00301

Temporary Construction Easement Acquisition

A parcel of land being a portion of that property conveyed to Fred Meyer Stores, Inc., an Ohio corporation and described in Document Number 2011-073223, Clackamas County Deed Records; said parcel being described as follows:

Commencing at a 3½” Brass Cap in a monument box marked “T3S R1W 14/23” at the South one-quarter corner of Section 14, Township 3 South, Range 1 West, Willamette Meridian; thence along the South line of said Section 14, North 88°24’54” West a distance of 727.28 feet; thence leaving said South line North 01°35’06” East a distance of 49.00 feet to the North right of way line of Wilsonville Road and the **Point of Beginning**; thence along said North right of way line, North 88°24’54” West a distance of 54.22 feet to a point of curvature; thence 67.39 feet along a curve to the right, said curve having a radius of 43.00 feet, a central angle of 89°47’21” and a chord which bears North 43°31’13” West a distance of 60.07 feet to a point on the East right of way line of Kinsman Road; thence along said East right of way line, North 01°22’27” East a distance of 184.83 feet to the North line of said property; thence along said North line, South 88°23’43” East a distance of 20.09 feet; thence leaving said North line, South 00°28’35” East a distance of 12.01 feet; thence South 88°37’26” East, a distance of 20.01 feet; thence South 00°13’31” West a distance of 75.54 feet; thence North 88°37’26” West a distance of 20.00 feet; thence South 01°22’34” West a distance of 47.23 feet to a point of curvature; thence 29.00 feet along a curve to the left, said curve having a radius of 92.00 feet, a central angle of 18°03’39” and a chord which bears South 07°39’15” East, a distance of 28.88 feet; thence South 88°37’33” East a distance of 21.65 feet; thence South 01°35’06” West a distance of 34.89 feet to a point of nontangential curvature; thence 40.96 feet along a curve to the left, said curve having a radius of 57.00 feet, a central angle of 41°10’04” and a chord which bears South 67°49’52” East a distance of 40.08 feet; thence South 88°24’54” East a distance of 11.59 feet; thence South 01°35’06” West a distance of 15.50 feet to the **Point of Beginning**.

Bearings and distances are based on grid, Oregon State Plane Coordinate System of 1983, North Zone.

This tract of land contains 8,699 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

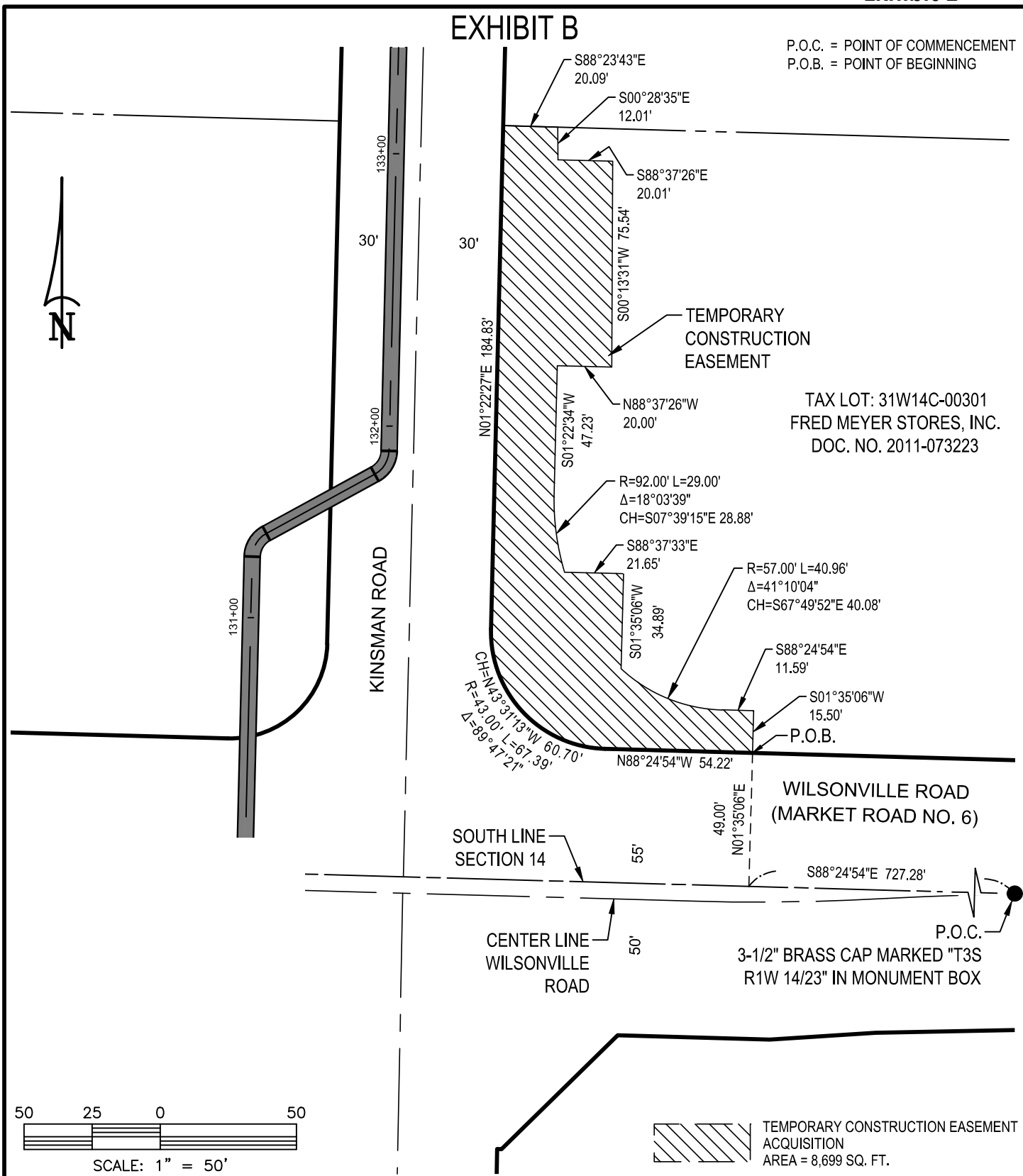
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OREGON
JANUARY 12, 2002
JON M. YAMASHITA
53760LS

RENEWS 6/30/2022

EXHIBIT B

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING



TAX LOT: 31W14C-00301
FRED MEYER STORES, INC.
DOC. NO. 2011-073223

WILSONVILLE ROAD
(MARKET ROAD NO. 6)

SOUTH LINE
SECTION 14

CENTER LINE
WILSONVILLE
ROAD

3-1/2" BRASS CAP MARKED "T3S
R1W 14/23" IN MONUMENT BOX

TEMPORARY CONSTRUCTION EASEMENT
ACQUISITION
AREA = 8,699 SQ. FT.

Willamette Water Supply
Our Reliable Water
PIPELINE MAIN STEM, SECTION 1.3
WILLAMETTE WATER SUPPLY PROGRAM
1850 SW 170th Avenue
Beaverton, Oregon 97003
Phone: (503) 941-4563

ACQUISITION MAP
PAGE 1 OF 1
SW1/4 S14 T3S R1W - TAX LOT 301

DATE 08/18/2021	DRAWN BY DAC	CHECKED BY JMY
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Otak
808 SW 3rd Ave., Ste. 800
Portland, Oregon 97204
Phone: (503) 287-6825
www.otak.com
project: 18341

Willamette Water Supply System Commission

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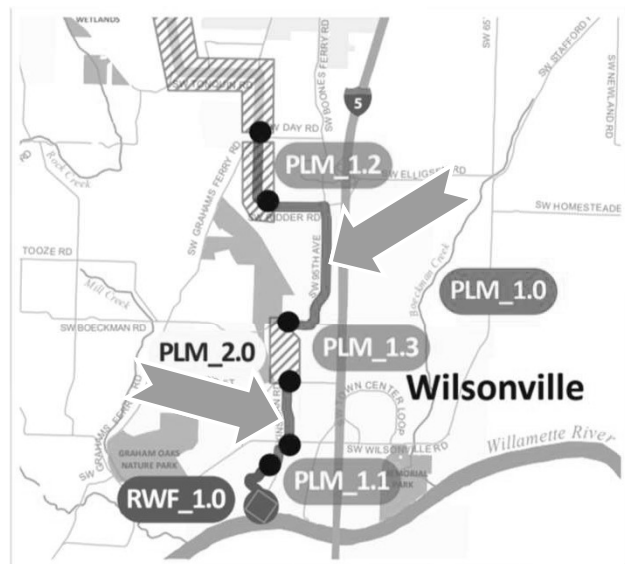
Willamette Water Supply *Our Reliable Water*

4.A. Approve PLM_1.3 Resolution of Need

September 2021

1

PLM_1.3 Wilsonville Road to Garden Acres Road Project



2

QUESTIONS

3

4.A. Requested Board Action

Consider adopting Resolution No. WWSS 19-21 declaring public necessity to acquire property interests over, upon, under, and through real property for pipeline section PLM_1.3 for the Willamette Water Supply System (WWSS).

4

STAFF REPORT

To: Board of Commissioners

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

Date: September 2, 2021

Subject: Resolution Declaring Public Necessity to Acquire Property Interests Over, Upon, Under, and Through Real Property for Pipeline Section PLW_1.3 for the Willamette Water Supply System

Requested Board Action:

Consider adopting a resolution declaring public necessity to acquire permanent easements over, upon, under, and through real property for pipeline section PLW_1.3 for the Willamette Water Supply System (WWSS).

Key Concepts:

The WWSS includes a section of pipeline generally along the future SW Cornelius Pass Road from SW Kinnaman Road to SW Rosedale Road, within the area known as South Hillsboro, and along SW Rosedale Road and SW 209th Avenue to the intersection of SW 209th Avenue and SW Farmington Road, referred to as PLW_1.3.

- The Willamette Water Supply Program (WWSP) has completed the design of this pipeline section and identified the property requirements for construction and long-term operation and maintenance of the pipeline.
- After consideration of various alignments and alternatives, the identified route is located in a manner that is most compatible with the greatest public good and the least injury to private property owners.
- This resolution declares the public need for additional property interests and enables the WWSS Commission's agents, including the WWSP team, to begin negotiating with respective property interest holders.

Background:

The pipeline alignment for PLW_1.3 includes both unincorporated Washington County and the City of Hillsboro and the project area is shown in the attached map. PLW_1.3 will be located within the current and future ROW for the Cornelius Pass Road extension between SW Kinnaman Road and SW Rosedale Road. This portion of the project is 66-inch diameter welded steel pipe.

The WWSP has completed the design of this pipeline section and identified the property requirements for long-term operation and maintenance of the pipeline. This resolution updates the declared real property needs to include additional encumbrance upon several already secured permanent easement areas to provide permanent gravel access roads to waterline features in areas not adjacent to public rights of way. These needs were not known at the time of initial easement acquisition and additional compensation may be due to the property owner as a result of the changed permanent condition within several of the permanent easements.

Resolution Summary

The WWSS Commission has authority to acquire real property for the WWSS. The pipeline section PLW_1.3 requires the acquisition of additional property rights upon existing permanent easements on private property. The PLW_1.3 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.

Budget Impact:

The WWSP real estate team has completed an estimate that represents, in the professional judgment of the real estate team, the budget-level cost required to acquire the additional property rights on these existing permanent easements. The total estimated cost for PLW_1.3 real property needs identified in this proposed resolution is \$210,000. Funds for purchase of the easements described in the resolution are included in the WWSP baseline budget.

Staff Contact Information:

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

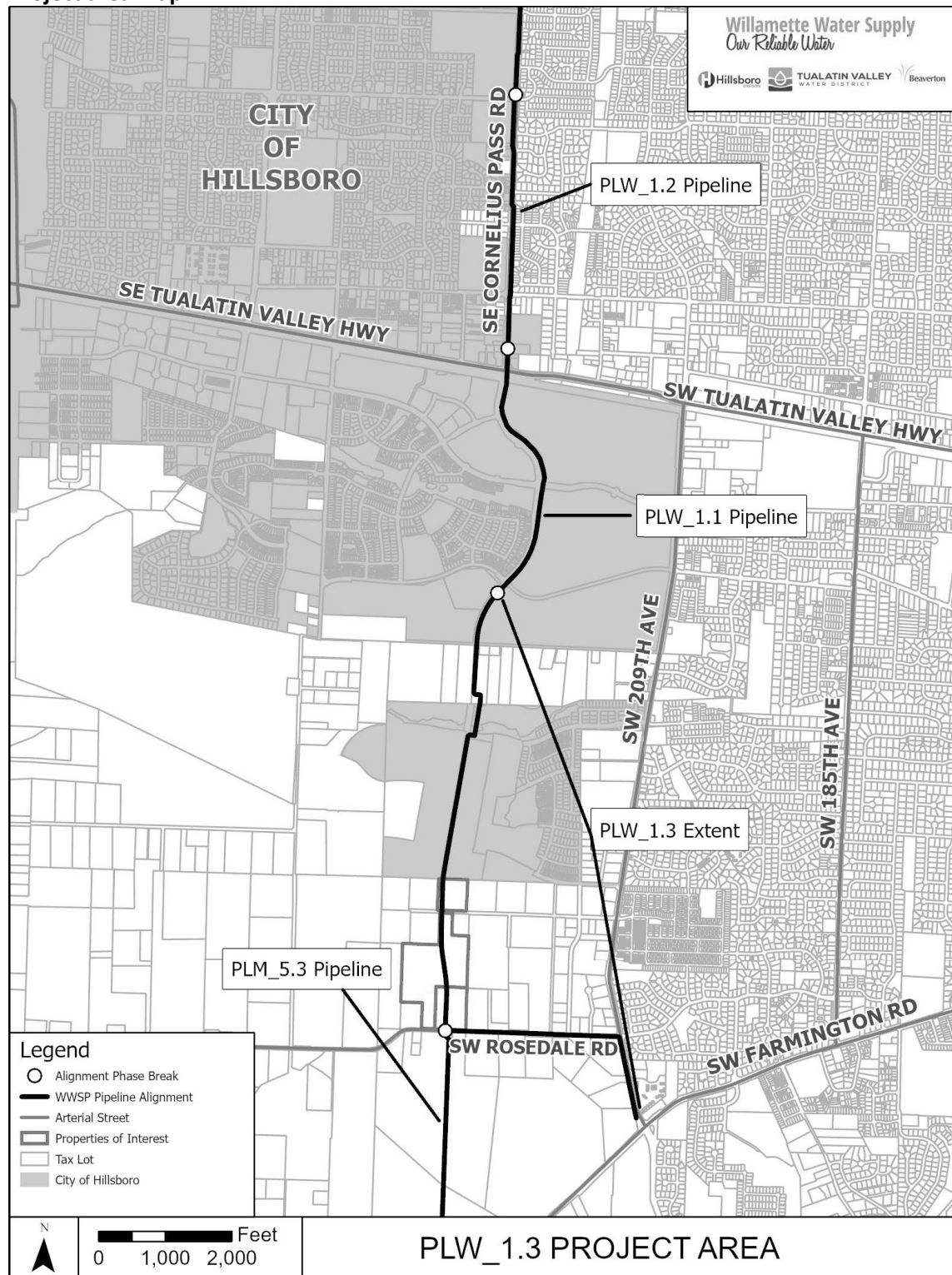
Clark Balfour, General Counsel, 503-848-3061, clark.balfour@tvwd.org

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-20-21

RESOLUTION DECLARING PUBLIC NECESSITY TO ACQUIRE PROPERTY INTERESTS OVER, UPON, UNDER AND THROUGH REAL PROPERTY FOR PIPELINE SECTION PLW_1.3 FOR THE WILLAMETTE WATER SUPPLY SYSTEM.

WHEREAS, the above-entitled matter came before the Willamette Water Supply System Commission (WWSS Commission) at its regular meeting on September 2, 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, 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 PLW_1.3, and that such use is planned and located in a manner that is most compatible with the greatest public benefit and the least injury to private property owners; and,

WHEREAS, such property interests are preliminarily described on Exhibit A and depicted for illustration purposes only on Exhibit B attached hereto and incorporated by reference, with final legal descriptions and easement documents to be determined by TVWD staff, including the Willamette Water

Willamette Water Supply

Our Reliable 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 commence the acquisition process for the Easement Interests through exercise of the power of eminent domain.

Section 3: TVWD staff, including the WWSP, and 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: TVWD staff, including WWSP, consultants, and 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, including WWSP, and 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.

Approved and adopted at a regular meeting held on the 2nd day of September 2021.

David Judah, Chair

James Duggan, Vice Chair



16552_WWSP_PLW 1.3_LD23
8/11/2021
CJM

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

**EXHIBIT A-1
ROAD ACCESS EASEMENT**

**WILLAMETTE WATER SUPPLY
AUGUST 11, 2021**

**PLW 1.3
TAX MAP NO. 1S2230000401**

A STRIP OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN STATUTORY WARRANTY DEED TO MIROSLAV AND EDNA G. ROUBAL PER DOCUMENT NO. 2019-094294, WASHINGTON COUNTY DEED RECORDS, AND BEING ALL THAT PORTION OF SAID TRACT DESCRIBED BELOW:

ACQUISITION CENTERLINE:

COMMENCING AT A 5/8 INCH IRON ROD AT AN ANGLE POINT IN THE CENTERLINE OF S.W. ROSEDALE ROAD IDENTIFIED AS STATION 24+41.79 AS SHOWN ON SURVEY NO. 33400, WASHINGTON COUNTY SURVEY RECORDS, WHICH BEARS SOUTH 87° 57' 35" EAST FROM A 5/8 INCH IRON ROD IDENTIFIED AS STATION 46+75.41 ON SAID SURVEY NO. 33400; THENCE NORTH 87° 57' 35" WEST ALONG THE CENTERLINE OF S.W. ROSEDALE ROAD 1601.28 FEET TO ACQUISITION CENTERLINE STATION 0+00;

THENCE NORTH 02° 27' 01" EAST 491.30 FEET TO STATION 4+91.30;
THENCE NORTH 00° 53' 11" EAST 100.00 FEET TO STATION 5+91.30;
THENCE NORTH 02° 14' 29" WEST 100.00 FEET TO STATION 6+91.30;
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THENCE NORTH 43° 49' 55" EAST 10.00 FEET TO STATION 68+84.02 AND THE POINT OF TERMINUS.

SAID EASEMENT BEING DELINEATED BY THE FOLLOWING STATIONS AND OFFSETS FROM THE ACQUISITION CENTERLINE DESCRIBED ABOVE.

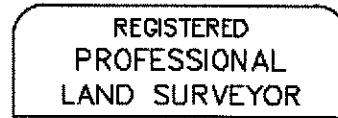
ACCESS ROAD EASEMENT

<u>STATION TO STATION</u>	<u>WESTERLY OFFSET DISTANCE FROM CENTERLINE</u>
18+00.00 TO 23+75.37	12.00 FEET

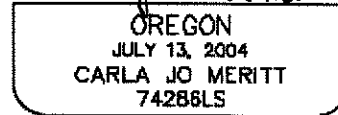
EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY OF S.W. MURPHY LANE.

BEARINGS ARE BASED ON SURVEY NO. 33400, WASHINGTON COUNTY SURVEY RECORDS.

CONTAINING 5,699 SQUARE FEET, MORE OR LESS.



Carla Jo Meritt



RENEWES: DEC. 31, 2022

8-11-21

TAXLOT 1S2140001900
5405 SW 209TH AVE
WASHINGTON COUNTY, 97078

EXHIBIT B-1
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

TERMINUS
STA: 23+75.37

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Carla Jo Meritt


OREGON
JULY 13, 2004
CARLA JO MERITT
74286LS

RENEWS: DEC. 31, 2022
8-11-21

TAXLOT 1S2230000400
22200 SW MURPHY LN
WASHINGTON COUNTY, 97078

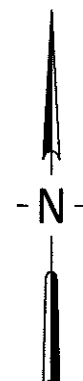
PERMANENT
EASEMENT

2019-094294
MIROSLAV AND EDNA
ROUBAL
TAXLOT 1S2230000401
22035 SW MURPHY LN
WASHINGTON COUNTY, 97078

 ROAD ACCESS EASEMENT
5,699 SQ FT +/-

12.00'

POINT OF BEGINNING
STA: 18+00.00



1" = 100'

SW MURPHY LANE

TAX LOT 1S2230000602
22250 SW MURPHY LN
WASHINGTON COUNTY, 97078

TAX LOT
1S2230001401
22015 SW ROSEDALE RD
WASHINGTON COUNTY,
97078

MackKay  **Sposito**

ENERGY PUBLIC WORKS LAND DEVELOPMENT
www.mackaysposito.com

1325 SE TECH CENTER DRIVE, SUITE 140
VANCOUVER, WA 98683
VANCOUVER: (360) 695-3411
PORTLAND: (503) 289-6726
FAX (360) 695-0833



16552_WWSP_PLW 1.3_LD22
8/4/2021
CJM

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT A-1
ROAD ACCESS EASEMENT

WILLAMETTE WATER SUPPLY
AUGUST 4, 2021

PLW 1.3
TAX MAP NO. 1S2230001400

A STRIP OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN STATUTORY WARRANTY DEED TO POLARIS FARM LLC PER DOCUMENT NO. 2017-101352, WASHINGTON COUNTY DEED RECORDS, AND BEING ALL THAT PORTION OF SAID TRACT DESCRIBED BELOW:

ACQUISITION CENTERLINE:

COMMENCING AT A 5/8 INCH IRON ROD AT AN ANGLE POINT IN THE CENTERLINE OF S.W. ROSEDALE ROAD IDENTIFIED AS STATION 24+41.79 AS SHOWN ON SURVEY NO. 33400, WASHINGTON COUNTY SURVEY RECORDS, WHICH BEARS SOUTH 87° 57' 35" EAST FROM A 5/8 INCH IRON ROD IDENTIFIED AS STATION 46+75.41 ON SAID SURVEY NO. 33400; THENCE NORTH 87° 57' 35" WEST ALONG THE CENTERLINE OF S.W. ROSEDALE ROAD 1601.28 FEET TO ACQUISITION CENTERLINE STATION 0+00;

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THENCE NORTH 00° 53' 11" EAST 100.00 FEET TO STATION 5+91.30;
THENCE NORTH 02° 14' 29" WEST 100.00 FEET TO STATION 6+91.30;
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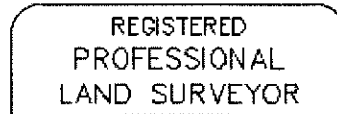
ACCESS ROAD EASEMENT

<u>STATION TO STATION</u>	<u>WESTERLY OFFSET DISTANCE FROM CENTERLINE</u>
5+91.30 TO 18+00.00	12.00 FEET

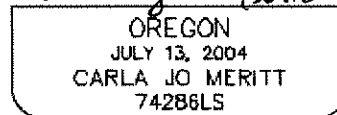
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BEARINGS ARE BASED ON SURVEY NO. 33400, WASHINGTON COUNTY SURVEY RECORDS.

CONTAINING 13,585 SQUARE FEET, MORE OR LESS.

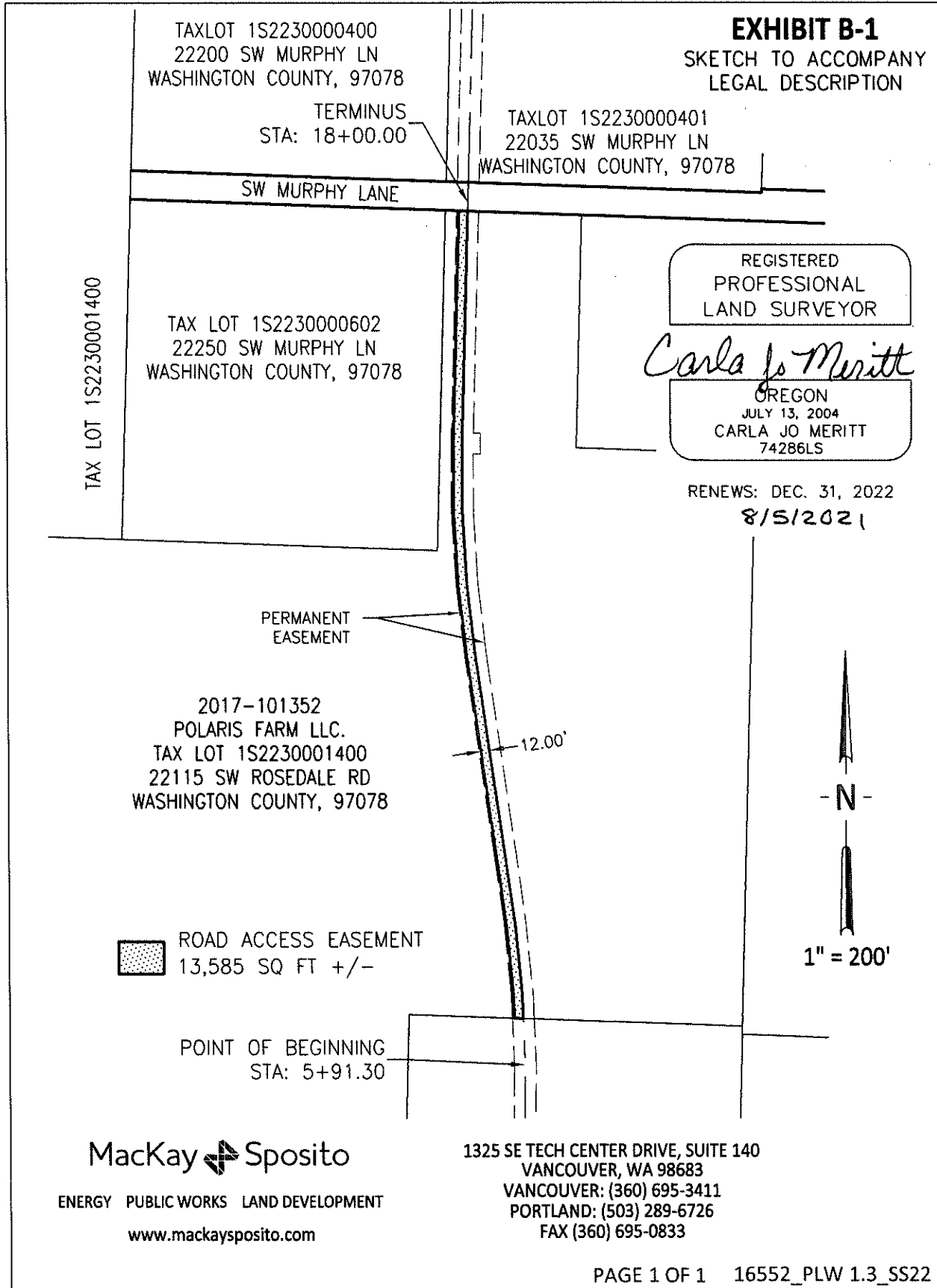


Carla Jo Meritt



RENEWS: DEC. 31, 2022

8/5/2021





16552_WWSP_PLW 1.3_LD21
8/4/2021
CJM

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

**EXHIBIT A-1
ROAD ACCESS EASEMENT**

**WILLAMETTE WATER SUPPLY
AUGUST 4, 2021**

**PLW 1.3
TAX MAP NO. 1S2230001401**

A STRIP OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO A&M CAMERON PROPERTIES, LLC PER DOCUMENT NO. 2018-040932, WASHINGTON COUNTY DEED RECORDS, AND BEING ALL THAT PORTION OF SAID TRACT DESCRIBED BELOW:

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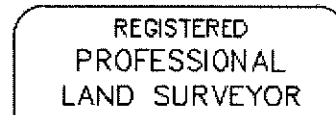
ACCESS ROAD EASEMENT

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0+00.00 TO 6+91.30	12.00 FEET

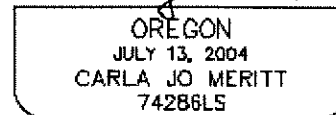
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BEARINGS ARE BASED ON SURVEY NO. 33400, WASHINGTON COUNTY SURVEY RECORDS.

CONTAINING 7,631 SQUARE FEET, MORE OR LESS.



Carla Jo Meritt



RENEWS: DEC. 31, 2022

8/5/2021

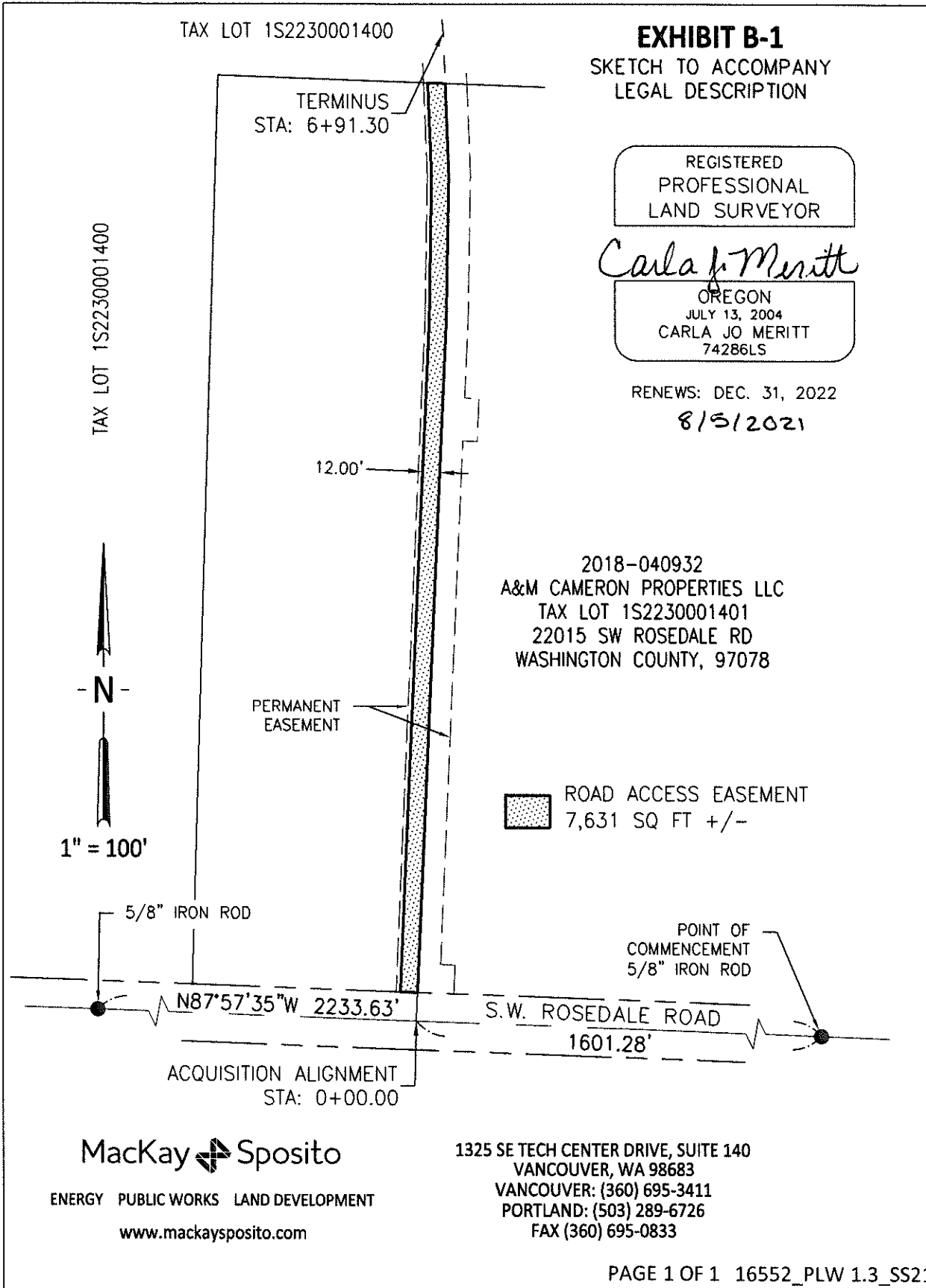


EXHIBIT B-1

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Carla Jo Meritt

OREGON
JULY 13, 2004
CARLA JO MERITT
74286LS

RENEWS: DEC. 31, 2022
8/5/2021

2018-040932
A&M CAMERON PROPERTIES LLC
TAX LOT 1S2230001401
22015 SW ROSEDALE RD
WASHINGTON COUNTY, 97078

ROAD ACCESS EASEMENT
7,631 SQ FT +/-



1" = 100'

5/8" IRON ROD

N87°57'35"W 2233.63'

S.W. ROSEDALE ROAD

1601.28'

ACQUISITION ALIGNMENT
STA: 0+00.00

POINT OF
COMMENCEMENT
5/8" IRON ROD

MackKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT
www.mackkaysposito.com

1325 SE TECH CENTER DRIVE, SUITE 140
VANCOUVER, WA 98683
VANCOUVER: (360) 695-3411
PORTLAND: (503) 289-6726
FAX (360) 695-0833

Willamette Water Supply System Commission

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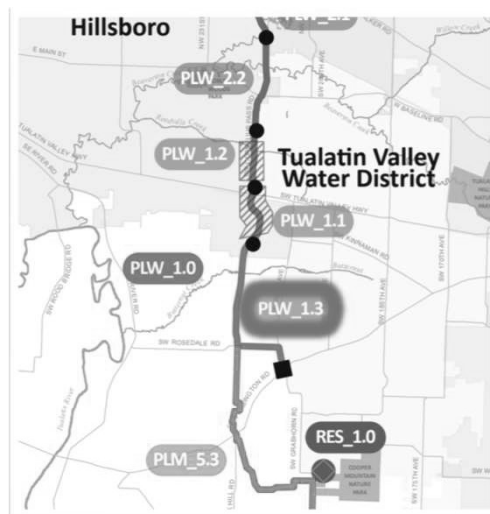
Willamette Water Supply *Our Reliable Water*

4.B. Approve PLW_1.3 Resolution of Need

September 2021

1

PLW_1.3 South Hillsboro Area, Farmington to Kinnaman Road Project



2

QUESTIONS

3

4.B. Requested Board Action

Consider adopting Resolution No. WWSS 20-21 declaring public necessity to acquire property interests over, upon, under, and through real property for pipeline section PLW_1.3 for the Willamette Water Supply System.

4

STAFF REPORT

To: Board of Commissioners
From: Mike Britch, P.E., WWSP Engineering and Construction Manager
Date: September 2, 2021
Subject: Amendment to the Ground Lease for Raw Water Pipeline with the City of Wilsonville for the Design and Construction of PLM_1.3

Requested Action:

Consider approving an Amendment to the Ground Lease for Raw Water Pipeline Agreement between the City of Wilsonville and the City of Hillsboro and Tualatin Valley Water District, confirming the substitution of certain right of way improvements required by the Ground Lease.

Key Concepts:

- The WWSS partner agencies entered into a 99-year lease agreement, Ground Lease for Raw Water Pipeline (Ground Lease), with the City of Wilsonville (Wilsonville) in March 2018 for the purpose of constructing the WWSP's PLM_1.0 pipeline.
- The Ground Lease requires the WWSP to construct right of way enhancement projects along the PLM_1.0 pipeline alignment during the construction of the pipeline.
- While working with Wilsonville to determine the scope of the enhancement projects, two of the improvements were determined to require substantial environmental permitting efforts that would impact construction schedule.
- Wilsonville prioritized other needed right of way improvement projects, concrete paving replacement and fiber optic conduit installation, as substitutions to several of the improvements required in the Ground Lease.
- The proposed Amendment to the Ground Lease will update the list of enhancement projects and will also complete the assignment of the agreement to the WWSS Commission.

Background:

The Ground Lease for Raw Water Pipeline agreement between Wilsonville and the WWSS partner agencies establishes a 99-year lease for the PLM_1.0 pipeline and pipeline accessories located within Wilsonville's rights of way. It provides a role for Wilsonville in reviewing and approving pipeline design and construction documents. Additionally, the Ground Lease requires the WWSP to construct right of way enhancement projects to correct and upgrade deficient city infrastructure in the vicinity of the pipeline project.

The enhancement projects are described in the Ground Lease as follows:

1. Truck turning radius improvements at the northeast corner of Wilsonville Road and Kinsman Road (including correction or construction of curb ramps to meet ADA standards at all intersection corners).
2. Truck turning radii improvements at the northeast and northwest corner of Boeckman Road and 95th Avenue (including correction or construction of curb ramps to meet ADA standards).

Amendment to the Ground Lease for Raw Water Pipeline for the Construction of PLM_1.3

September 2, 2021

Page 2 of 4

3. Correct curb ramps at all intersection ramps along the pipeline route to meet ADA standards.
4. Sidewalk infill on west side of 95th Avenue (approximately 500 feet) and associated street tree replacement.
5. Sidewalk infill on south side of Ridder Road (approximately 1700 feet).
6. Streetlight infill on 95th Avenue, just north of the intersection of 95th and Ridder Road.

WWSP staff held scoping meetings with Wilsonville staff to determine the details for each of the projects described above. The discussions and further research resulted in the following realizations:

- For project No. 2, above, the improvements to the northeast corner of Boeckman Road and 95th Avenue requires an alteration to a large stormwater drainage and detention facility and wetland. The work involved in researching and procuring state and federal environment permits would significantly impact the construction schedule for the pipeline project.
- For project No. 4, Wilsonville shifted the responsibility for these improvements to the property's developer.
- For project No. 5, the sidewalk improvements would entail creek and wetland alterations in addition to potential easement acquisition from adjacent Bonneville Power Administration property and significant utility relocations. Like project No. 2, this would also result in significant pipeline construction schedule impacts.

With this information and the schedule concerns in mind, Wilsonville prioritized other infrastructure improvements needed along the PLM_1.0 pipeline alignment and offered the following projects to replace the improvements to the northeast corner of the intersection mentioned in project No. 2 and the sidewalk improvements of project Nos. 4 and 5:

- Replace failing concrete paving panels in 95th Avenue that are adjacent to the concrete panels being replaced from the trench construction of the PLM_1.0 pipeline.
- Install a 4-inch fiber optic conduit in the pipeline trench excavation and provide pull vaults within the 95th Avenue right of way.

WWSP staff agree that the substituted enhancement projects offered by Wilsonville are comparable to the costs for the original improvements, allow for a more efficient permitting process, and reduce impacts to the construction schedule.

The original Ground Lease was executed prior the formation of the WWSS Commission. As part of the formation process, the agreement was assigned to the Commission. The amendment also acknowledges that assignment.

Budget Impact:

Funds for Ground Lease infrastructure improvement projects are included in the WWSP baseline budget. Because the substituted projects are of an equivalent cost, there is no impact to the project budget.

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

Amendment to the Ground Lease for Raw Water Pipeline for the Construction of PLM_1.3

September 2, 2021

Page 3 of 4

Attachments:

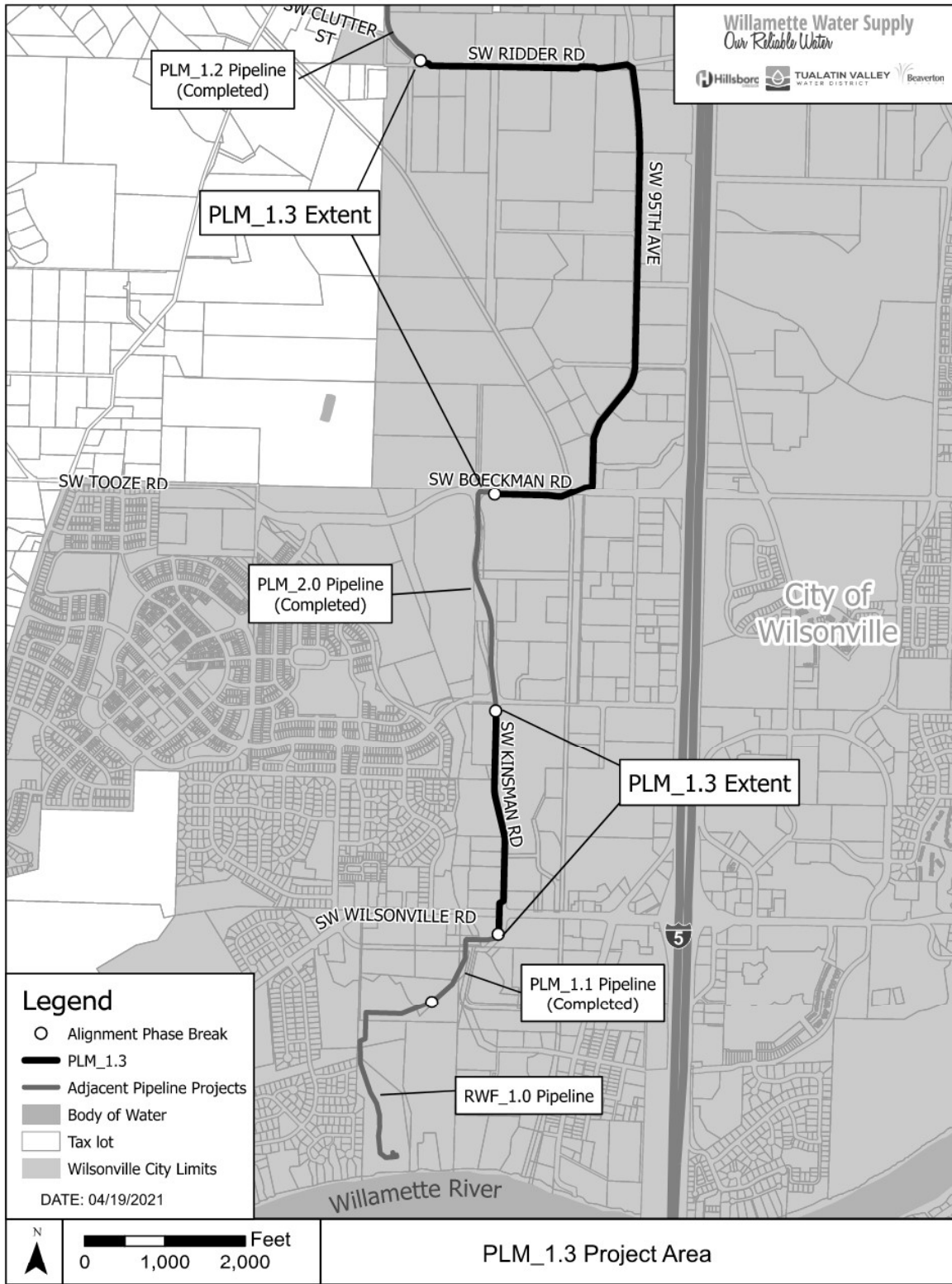
- Project Area Map
- Proposed Resolution
- Exhibit 1: First Amendment to Ground Lease for Raw Water Pipeline

Amendment to the Ground Lease for Raw Water Pipeline for the Construction of PLM_1.3

September 2, 2021

Page 4 of 4

Project Area Map:



RESOLUTION NO. WWSS-21-21

RESOLUTION AMENDING THE GROUND LEASE FOR RAW WATER PIPELINE AGREEMENT
 WITH THE CITY OF WILSONVILLE

WHEREAS, in March of 2018, the Tualatin Valley Water District and the City of Hillsboro entered into a lease agreement, Ground Lease for Raw Water Pipeline (Ground Lease), with the City of Wilsonville (Wilsonville) for the construction, operation, and maintenance of the PLM_1.0 pipeline; 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 interests and obligations of the Tualatin Valley Water District and the City of Hillsboro have since been assigned to, and assumed by, the recently formed Willamette Water Supply System Commission ("Commission"); and

WHEREAS, the parties desire to amend the Ground Lease for the first time, to replace certain required right of way enhancement projects;

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

Section 1: First Amendment to Ground Lease for Raw Water Pipeline between City of Wilsonville and Willamette Water Supply System Commission, 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 and Wilsonville to finalize this amendment to the Ground Lease, 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 2nd day of September 2021.

David Judah, Chair

James Duggan, Vice Chair

Willamette Water Supply System Commission

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**CITY OF WILSONVILLE
FIRST AMENDMENT TO
GROUND LEASE FOR RAW WATER PIPELINE**

This First Amendment to Ground Lease (“First Amendment”) is effective the ____ day of _____ 2021 (“Effective Date”), by and between the **City of Wilsonville**, a duly chartered home rule municipal government of the State of Oregon (“Lessor”), and the **Willamette Water Supply System Commission**, an Oregon intergovernmental entity, successor in interest to the **City of Hillsboro** (“Hillsboro”), a duly chartered home rule municipal government of the State of Oregon, and the **Tualatin Valley Water District** (“TVWD”), a duly organized water supply district under ORS Chapter 264 (together “Lessee”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, Lessor entered into a Ground Lease for Raw Water Pipeline (“Lease”) with Hillsboro and TVWD on March 21, 2018, relating to the raw water transmission pipeline project (“Project”); and

WHEREAS, pursuant to Section 20.2 of the Lease, TVWD, Hillsboro, and the City of Beaverton have formed the Willamette Water Supply System Commission (“WWSS Commission”), an ORS Chapter 190 entity, by agreement effective July 1, 2019, which agreement assigned all of Hillsboro’s and TVWD’s rights under the Lease to the WWSS Commission; and

WHEREAS, Lessor and Lessee continue to work together to achieve a successful Project; and

WHEREAS, to that end, Lessor and Lessee have agreed that certain changes to Section 7.29 of the Lease should be made, and that the parties should formally acknowledge the assignment of the Lease to the WWSS Commission;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Lease is amended as follows:

Section 1. Changes to Right-of-Way Enhancement Projects and Deficiencies

Section 7.29 shall be modified as follows:

(2) is partially modified to remove the requirement to create a truck turning radius at the northeast corner of Boeckman Road and 95th Avenue only, amended as follows:

(2) Truck turning radius at the northwest corner of Boeckman Road and 95th Avenue (including correction or construction of curb ramps at both the northeast and the northwest corners of Boeckman Road and 95th Avenue to meet ADA standards).

(4) is deleted in its entirety and replaced with the following:

*(4) Remove and replace broken or damaged concrete panels on SW 95th Avenue between Boeckman Road and Ridder Road, as currently illustrated on the attached **Exhibit A-1**. Provided, however, if there are other broken or damaged panels within that area that occur before the start of construction, or*

are damaged during construction, those must also be replaced by Lessee. Replacement will be with matching panels and in accordance with Wilsonville public works standards.

(5) is deleted in its entirety and replaced with the following:

(5) Provide and install four-inch fiber optic conduit, with pull vaults, in Lessee’s pipeline trench located in the 95th Avenue right-of-way, running the full length between Boeckman Road and Ridder Road, in accordance with Wilsonville public works standards, as illustrated on **Exhibit B-1**. Pull vaults shall be located outside of the roadway and within the existing right-of-way.

Except as set forth herein, all other provisions of **Section 7.29** shall remain as written.

Section 2. WWSS Commission as Lessee

All references to Lessee, to Hillsboro, or to TVWD shall be deemed to be references to the Willamette Water Supply System Commission.

Section 3. All Other Terms

All of the other terms and conditions of the Lease shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Lease shall apply to this First Amendment.

The Lessor and Lessees hereby agree to all provisions of this First Amendment.

CITY OF WILSONVILLE, by and through
its elected officials

APPROVED AS TO LEGAL FORM:

By: _____
Bryan Cosgrove, City Manager

By: _____
Barbara A. Jacobson, City Attorney

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 2021, by Bryan Cosgrove, as City Manager of the City of Wilsonville.

Notary Public – State of Oregon

[signatures continued on following page]

WILLAMETTE WATER SUPPLY SYSTEM COMMISSION,

by and through its elected officials

APPROVED AS TO LEGAL FORM:

By: _____
David Kraska, General Manager

By: _____
Tommy A. Brooks, Commission Attorney

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on _____, 2021, by David Kraska, as General Manager of the Willamette Water Supply System Commission.

Notary Public – State of Oregon

Willamette Water Supply System Commission

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EXHIBIT: A-1

SW BOECKMAN RD

SW 95TH AVE

MATCHLINE SEE BELOW LEFT

MATCHLINE SEE ABOVE RIGHT

SW 95TH AVE

MATCHLINE SEE BELOW LEFT

VERSION: 4
DATE: 8/4/2021

MATCHLINE SEE ABOVE RIGHT

SW HILLMAN CT

SW 95TH AVE

MATCHLINE SEE BELOW LEFT

MATCHLINE SEE ABOVE RIGHT

SW NIKE DR

SW 95TH AVE

SW FREEMAN DR

MATCHLINE SEE BELOW LEFT

MATCHLINE SEE ABOVE RIGHT

SW 95TH AVE

MATCHLINE SEE BELOW LEFT



MATCHLINE SEE ABOVE RIGHT

SW 95TH AVE

SW RIDDER RD

MATCHLINE SEE BELOW LEFT

LEGEND:

-  CONCRETE PAVING PANELS TO BE REPLACED BY WWSP FOR WILSONVILLE.
-  CONCRETE PAVING PANELS REPLACED WITH WWSP PIPELINE CONSTRUCTION.

NOTE:

THE CONCRETE PAVING PANELS SHOWN TO BE REPLACED WERE IDENTIFIED IN A FIELD SURVEY BY THE CITY OF WILSONVILLE.

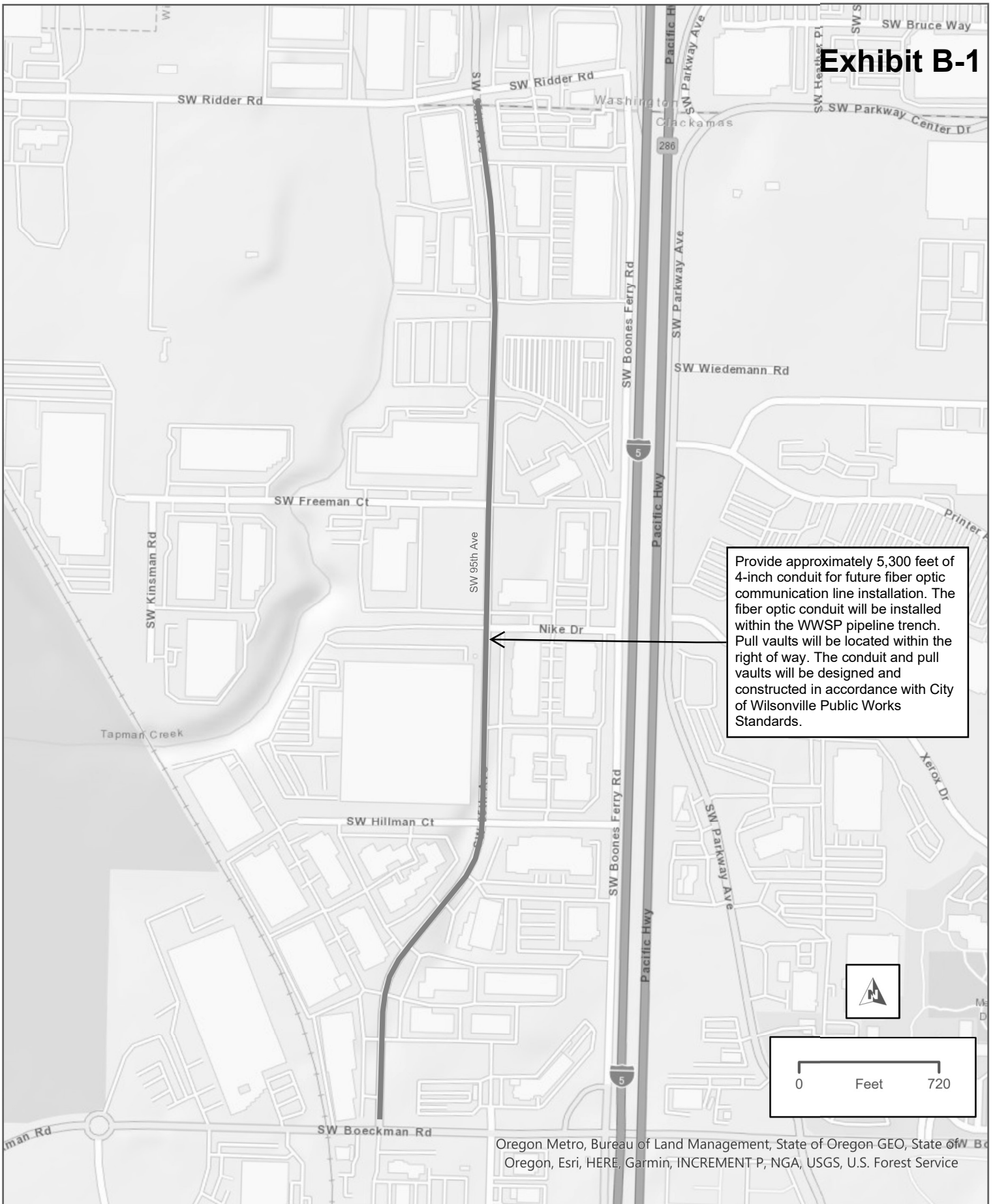


SW 95TH AVENUE
CONCRETE PAVING PANELS TO BE REPLACED

Willamette Water Supply System Commission

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Exhibit B-1



FIBER OPTIC CONDUIT IN SW 95TH AVE



Willamette Water Supply System Commission

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Willamette Water Supply

Our Reliable Water

4C. Adopt PLM_1.3 Wilsonville Ground Lease Amendment 1 – *Mike Britch*

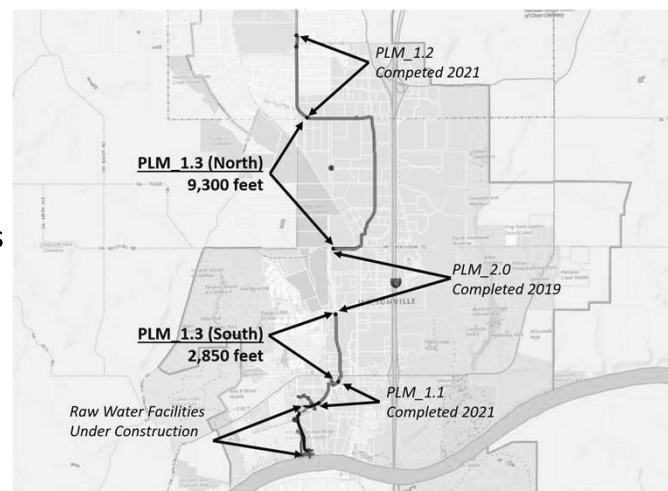
September 2, 2021

1

PLM_1.0 Project Overview

Three phases of work:

- ✓ **PLM_1.1** includes 1,370 feet of 66" pipeline in easements within private property and in SW Kinsman Rd
- ✓ **PLM_1.2** includes 3,556 feet of 66" pipeline in Ridder Rd and Garden Acres Rd (Partner project with City of Wilsonville)
- **PLM_1.3** includes 12,151 feet of 66" pipeline in Kinsman Rd, Boeckman Rd, 95th Ave, and Ridder Rd



Willamette Water Supply
Our Reliable Water

2

2

Background

- Improvements defined in 2016 at conceptual/narrative level
- Implementation requirements evaluated during pipeline design
 - City and WWSP staff recognized implementation challenges
 - Coordinated approach to define replacements
- Identified replacements are mutually advantageous, equitable, and implementable

3

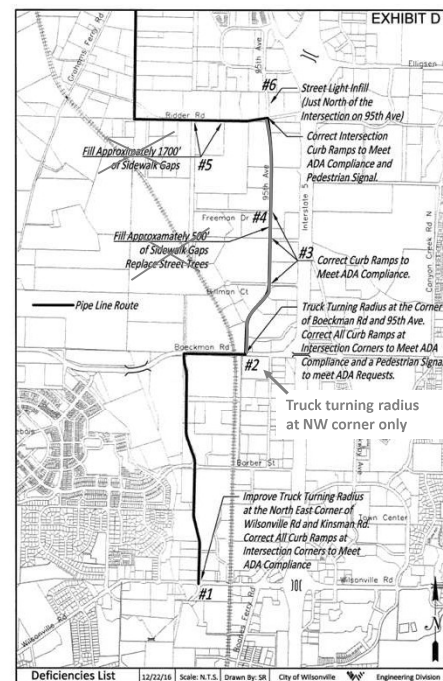
Ground Lease for Raw Water Pipeline

Original Improvements

- Truck turn lanes at 3 locations
 - Wilsonville Rd/Kinsman
 - 95th/Boeckman NW corner
 - 95th/Boeckman NE corner
- Sidewalk infill 2 locations
 - South side of Ridder Rd (appx. 1700 ft)
 - West side 95th (appx. 500 ft)
- Streetlight infill on 95th N of Ridder Rd

Proposed Replacement Improvements

- Concrete paving panel replacement
 - 95th Ave between Boeckman Rd and Ridder Rd
- 5,300 feet of 4" fiber optic conduit
 - In WWSP pipeline trench with pull vaults located in 95th Ave ROW



4

Next Steps

- September 2: Present to Board for adoption
- September 20: Present to Wilsonville City Council for adoption
- Late 2021: Include replacement improvements in PLM_1.3 construction bidding

5

QUESTIONS

6

4.C. Requested Board Action

Consider adopting Resolution No. WWSS 21-21 amending the Ground Lease for Raw Water Pipeline Agreement with the City of Wilsonville.

STAFF REPORT

To: Board of Commissioners
From: Mike Britch, P.E., WWSP Engineering and Construction Manager
Date: September 2, 2021
Subject: Intergovernmental Agreement with Washington County for Construction of PLW_1.2

Requested Action:

Consider adopting a resolution approving the Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Construction of PLW_1.2 – Tualatin Valley Highway to Frances Street.

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 Cornelius Pass Road from Tualatin Valley Highway to Frances Street 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 PLW_1.2 – Tualatin Valley Highway to Frances Street (“IGA for Joint Design of PLW_1.2”), executed in July 2017 and amended in September 2020.
- The attached IGA for Joint Construction of PLW_1.2 updates design-related cost share details and establishes the construction cost shares.

Background:

Establishing effective partnerships has been an objective for the WWSP 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, SW Roy Rogers Road, and SW Cornelius Pass Road.

This proposed IGA provides the project’s construction-related costs to reflect the current, refined plan for construction of the partnership project. The project is anticipated to be bid in October 2021.

Budget Impact:

WCLUT prepared an overall cost estimate for the project by combining opinions of probable construction cost for the road and waterline work. The WWSP negotiated administrative, engineering services, and estimated

Intergovernmental Agreement with Washington County for Construction of PLW_1.2

September 2, 2021

Page 2 of 3

shared costs of \$2,837,521 (including mobilization), based on WCLUT's overall estimate for the work described in this IGA and as shown in Exhibit 2.

The WWSP will also be responsible for waterline construction costs. A majority of the aforementioned costs are accounted for in the WWSP baseline budget. However, up to \$1,258,680 of funds from the Management Reserve budget would be required if the actual project bid is as high as the current WCLUT estimate.

Item	Amount
Baseline 6.1 Budget: PLW_1.2	\$12,479,254
Total Baseline Budget	\$12,479,254
PLW_1.2 Project Costs	
100% OPCC + Shared Project Costs (estimates)	\$13,342,134
Payments to WCLUT (administration and engineering services)	\$395,800
Total Estimated PLW_1.2 Costs	\$13,737,934
Potential Draw on Management Reserve	\$1,258,680

Proposed IGA Value	\$13,737,934
<i>TVWD Estimated Share</i> ¹ \$ 5,374,535	
<i>Hillsboro Estimated Share</i> ¹ \$ 7,695,951	
<i>Beaverton Estimated Share</i> ¹ \$ 667,448	

¹ Based on overall project ownership percentage from Baseline 6.1 budget and WWSS IGA.

Staff Contact Information:

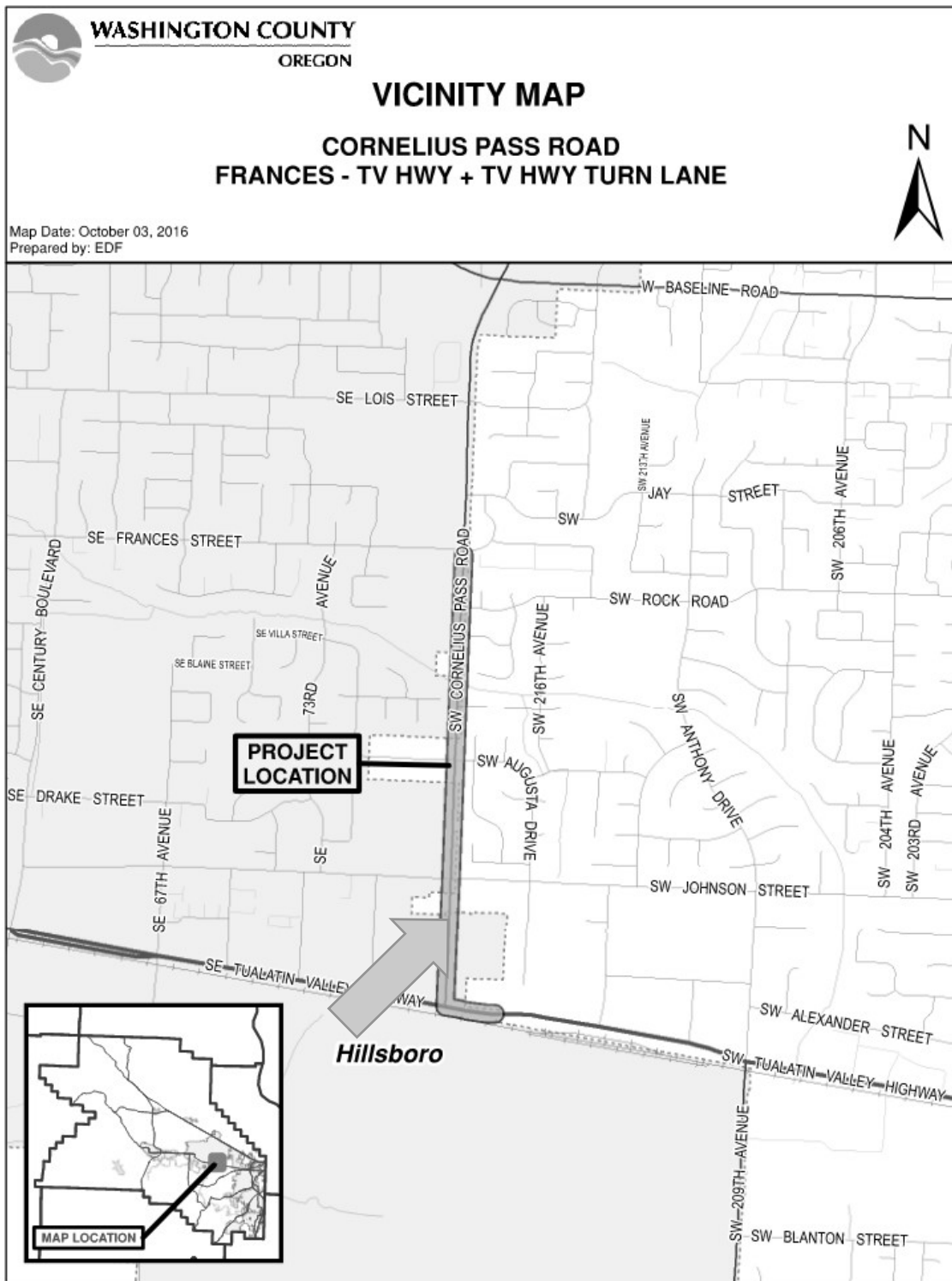
Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org

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

Attachments:

- Project Area Map
- Proposed Resolution
- Exhibit 1: Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Construction of PLW_1.2 – Tualatin Valley Highway to Frances Street

Project Area Map:



Willamette Water Supply System Commission

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RESOLUTION NO. WWSS-22-21

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION JOINT CONSTRUCTION OF CORNELIUS PASS ROAD (FRANCES STREET TO TUALATIN VALLEY HIGHWAY) AND PLW_1.2 SOUTH HILLSBORO PIPELINE PROJECTS

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, in July of 2017, WWSP and WCLUT entered into an intergovernmental agreement for the joint design of Cornelius Pass Road (Frances Street to Tualatin Valley Highway) And PLW_1.2 South Hillsboro Pipeline Projects (“IGA for Joint Design of PLW_1.2”); and

WHEREAS, the Partnering MOU and IGA for Joint Design of PLW_1.2 have been assigned to the Willamette Water Supply System Commission (“Commission”); and

WHEREAS, the Parties reconfirmed the intent of the Commission and WCLUT to work together by coordinating pipeline and roadway projects through execution of the Master Project Coordination Intergovernmental Agreement in January of 2020; and

WHEREAS, the parties desire to the proceed with the joint construction of PLW_1.2 pipeline and the roadway project, as provided in the proposed IGA for Joint Construction of PLW_1.2, detailing responsibilities for costs, schedule, and project management.

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

Section 1: The Intergovernmental Agreement between Washington County and the Willamette Water Supply System Commission Joint Construction of Cornelius Pass Road (Frances Street to Tualatin Valley Highway) And PLW_1.2 South Hillsboro Pipeline Projects, 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.

Section 3: The General Manager is hereby authorized to approve updates to the Agreement exhibits to negotiate cost shares and schedule commitments as the project progresses.

Approved and adopted at a regular meeting held on the 2nd day of September 2021.

David Judah, Chair

James Duggan, Vice Chair

Willamette Water Supply System Commission

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INTERGOVERNMENTAL AGREEMENT
BETWEEN
WASHINGTON COUNTY AND
THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION
JOINT CONSTRUCTION OF
CORNELIUS PASS ROAD (FRANCES STREET TO TUALATIN VALLEY HIGHWAY) AND
PLW_1.2 SOUTH HILLSBORO PIPELINE PROJECTS

THIS INTERGOVERNMENTAL Agreement ("Agreement") 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" or jointly as "Parties."

RECITALS

- A. WHEREAS, ORS 190.003 - 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all activities and functions that a Party to the agreement has the authority to perform; and
- B. WHEREAS, COUNTY, by and through its Department of Land Use and Transportation, referred to as "WCLUT," manages and maintains a network of major roads serving countywide travel needs; and
- C. WHEREAS, COUNTY Board of County Commissioners has approved and funded a project to construct road improvements on Southwest Cornelius Pass Road from approximately Tualatin Valley Highway to Frances Street, hereafter referred to as "Road Work" and as shown generally on the attached Project Map in Exhibit 1, attached hereto and incorporated by reference; and
- D. WHEREAS, the WWSS Commission was formed by an intergovernmental agreement ("IGA") entered into by Tualatin Valley Water District ("TVWD"), City of Hillsboro, and the City of Beaverton to permit, design, and construct the Willamette Water Supply System, including intake and transmission facilities, a water treatment plant, and reservoir facilities ("WWSS") to provide potable water and to increase system reliability; and
- E. WHEREAS, under the IGA, TVWD was named the Managing Agency and is responsible for the day-to-day administration for the WWSS Commission; and
- F. WHEREAS, TVWD conducts its work as the WWSS Commission Managing Agency through a group of employees and contractors who are publicly identified as the Willamette Water Supply Program ("WWSP"); and
- G. WHEREAS, WWSS Commission desires to construct a large diameter water supply transmission line and related improvements in association with the Road Work, and said WWSP improvements are hereinafter referred to as "Waterline Work" which is generally coincident with the Road Work alignment; and

- H. WHEREAS, COUNTY and WWSS Commission have entered into an intergovernmental agreement for joint design of the Road Work and Waterline Work, executed on or about July 18, 2017 and subsequently amended; and
- I. WHEREAS, COUNTY and WWSS Commission have entered into an Intergovernmental Agreement for Joint Design and Joint Construction of Transportation Improvements and Water Infrastructure Improvements on Tualatin-Sherwood Road, Roy Rogers Road, and Cornelius Pass Road on December 17, 2019 (Partnering IGA); and
- J. WHEREAS, WWSS Commission has requested that the construction of the Waterline Work be incorporated into the Road Work and WWSS Commission agrees to pay for such requested improvement work and a proportionate share of other Road Work costs as provided herein; and
- K. WHEREAS, under such understanding and authority, it is the mutual desire of Parties to enter into this Agreement to cooperate in the construction of the Waterline Work in conjunction with the Road Work with the allocation of responsibilities as detailed below.

AGREEMENT

NOW, THEREFORE, the premise being in general as stated in the foregoing recitals, and in consideration of the terms, conditions, and covenants set forth below, the Parties hereto agree as follows:

ARTICLE I - PROJECT GOALS

- 1.1. Parties are undertaking Road Work and Waterline Work in collaboration to maximize the benefits to their constituents and the community at large. Road Work and Waterline Work shall hereinafter be referred to jointly as the "Project." COUNTY and WWSS Commission desire to work in collaboration and as integrated work groups where possible to achieve Project goals.
- 1.2. The Project is intended to achieve the following goals:
 - 1.2.1. COUNTY: To construct Road Work to increase the safety and capacity of the roadway as part of COUNTY's ongoing capital program for improving roads of countywide significance.
 - 1.2.2. WWSS Commission: To have portions of the water transmission pipeline constructed to further the objectives of WWSS Commission in increasing water supply, reliability, redundancy, and resiliency to its member service areas. The construction work under this Agreement is part of that effort.
- 1.3. The Parties understand that, consistent with Section 2.2 of the Partnering IGA, if COUNTY is unable to proceed in accordance with the target construction milestones identified in this Agreement such that the WWSS Commission, in its sole judgement, determines that this circumstance jeopardizes timely completion and operation of the WWSS, the WWSS Commission retains the right to move forward with its Waterline Work independent of the Road Work. In the event separate construction activities are required for the Waterline Work and the Road Work as set forth in this section, the Parties agree that each Party will proceed in a manner reasonably calculated not to impede or interfere with the other Party's remaining work or remaining milestones.

ARTICLE II - PROJECT DESCRIPTION

- 2.1. COUNTY Road Work shall include all aspects of road construction, curbs, sidewalks, bike facilities, street lighting, drainage, landscaping, and traffic control for Road Work on that section of the roadway as depicted in Exhibit 1.
- 2.2. The WWSS Commission Waterline Work consists of design and construction of a large diameter water transmission line and appurtenances according to design, plans, and technical specifications within the Road Work limits as depicted in Exhibit 1.

ARTICLE III - COUNTY OBLIGATIONS FOR CONSTRUCTION

- 3.1. COUNTY hereby designates Charlie Stearns, PE as COUNTY Project Manager and Construction Manager for the Road Work and COUNTY representative responsible for coordination of the Waterline Work with WWSP pursuant to this Agreement. Russ Knoebel, PE, is COUNTY's Principal Engineer for this Project to handle dispute resolution.
- 3.2. COUNTY shall be responsible for the management and administration of the Project. COUNTY shall perform or cause to be performed all tasks needed for the construction of the Project. Except as otherwise provided in this Agreement, COUNTY is responsible for right of way (ROW) and easement acquisition; regulatory and land use permits and approvals, permit compliance, mitigation measures, and permit enforcement; public information; and contract administration for the Project. This provision does not apply to any permits, approvals or public outreach which are solely necessary for construction of the Waterline Work or otherwise the obligation of WWSP as provided by this agreement. COUNTY shall be responsible for monitoring and compliance of any permits County obtains under this provision.
- 3.3. COUNTY is responsible for engineering, inspection, construction management, and administration for the Road Work.
- 3.4. COUNTY, its consultants, and its contractors shall coordinate with WWSP and its consultants, including jointly attending regular construction coordination meetings, regular permitting and environmental team meetings, public information and outreach meetings, and other meetings as required for successful coordination and completion of the Project. COUNTY and WWSP Project Managers shall mutually determine the anticipated frequency and timing of meetings depending on the needs of the Project.
- 3.5. COUNTY, its consultants, and its contractors shall coordinate and work collaboratively with WWSP and its consultants in developing Project milestones, constraints, work sequences, construction administration requirements, quality control and assurance requirements, and other activities as required for successful coordination and completion of the Project.
- 3.6. COUNTY shall manage the Project schedule, subject to the provisions of this Agreement. COUNTY shall provide contractors' baseline schedule and monthly schedule updates for WWSP review and comments. COUNTY shall consider and incorporate WWSP review comments that do not significantly impact Road Work costs or Project schedule. COUNTY shall notify WWSP of COUNTY's decision to decline to incorporate Waterline Work changes that significantly impact the Project schedule.
- 3.7. COUNTY shall provide WWSP five (5) calendar days to evaluate the bid results for the

Waterline Work prior to issuing notice of intent to award for the Project during COUNTY's evaluation period. The evaluation period may be extended by mutual agreement of the Parties.

- 3.8. COUNTY shall receive, catalog, and route to WWSP requests for information (RFIs), requests for substitutions, submittals, and any other documents pertaining to the Waterline Work for review and comment using the mutually agreed upon Program Management Information System (PMIS), as provided in Section 5.4. COUNTY shall defer to WWSP for the disposition and/or response for all RFIs, substitutions, and submittals related to the Waterline Work. COUNTY shall also provide WWSP the opportunity to review and comment on Road Work submittals and RFIs that impact the Waterline Work. COUNTY shall provide access to all Project documents, including but not limited to Road Work submittals, RFIs, contract correspondence, QA/QC, daily reports, and photos.
- 3.9. COUNTY shall make all Road Work information available to WWSP and its consultants for use in furthering the Waterline Work and coordinating with the Road Work. Such information shall include: design files; permitting plans, applications, and permit documents; and stakeholder input and other information as required for successful coordination and collaboration.
- 3.10. COUNTY shall cause the contractor to name and endorse WWSS Commission, TVWD, their elected or appointed officials, staff, employees, and agents as additional insureds on all policies provided by the contractor under the contract. The endorsements to policies shall provide for not less than thirty (30) days written notice of cancellation. COUNTY shall provide WWSP a copy of the certificates for its records. COUNTY shall cause the contractor to extend indemnity and hold harmless provisions to WWSS Commission, TVWD, its members, officers, boards, agents, and employees.
- 3.11. COUNTY shall have overall responsibility for Project administration and inspection of Road Work and at all times be responsible to monitor and manage the contractor's work as provided in the construction contract documents. With respect to the Waterline Work, the COUNTY shall defer to the Waterline Construction Manager all decisions, recommendations, and interpretations regarding the construction of the Waterline Work to meet the quality and performance of the water system design as provided by the contract documents. Notwithstanding Section 3.6, the Parties acknowledge and agree that COUNTY shall have no liability or responsibility for any delayed or missed milestones which result from decisions, recommendations, or interpretations made by the Waterline Construction Manager regarding the construction of the Waterline Work. COUNTY shall communicate and direct the contractor in the Waterline Work performance in accordance with the decisions of the Waterline Construction Manager. COUNTY shall have sole and total decision-making authority on Road Work.
- 3.12. COUNTY acknowledges that the Waterline Construction Manager or designated onsite inspectors may stop the contractor's work if they observe, in their sole judgment, a situation involving safety issues that threaten life or bodily harm. Further, the Waterline Construction Manager may stop the Waterline Work based on observations that the Waterline Work is not being performed according to the contract documents. The Waterline Construction Manager or designated inspectors shall use reasonable efforts to notify COUNTY Project Manager of the need to stop work but may act as he/she deems appropriate under the circumstances to stop work.
- 3.13. COUNTY shall receive the monthly estimate of Waterline Work performed by the

contractor prepared by the Waterline Construction Manager and onsite inspectors based on the Waterline Construction Manager and onsite inspectors' inspection of the work performed to date, the method of payment and schedule of values specified in the contract, materials delivered to the site but not incorporated into the work, and other matters deemed appropriate for payment. The monthly estimate shall be provided to COUNTY for COUNTY to meet its periodic pay request process under the construction contract.

- 3.14. COUNTY shall attempt to invoice WWSS Commission monthly but no later than a quarterly basis for the Waterline Work and other cost shares as shown in Exhibit 2. WWSS Commission shall reimburse COUNTY as provided in Article VI, Compensation, below. COUNTY's invoice shall show the actual cost and percentage allocation between WWSS Commission and COUNTY for each shared cost item. The initial invoice from COUNTY shall be submitted following completion of the first month's work by the contractor.
- 3.15. COUNTY shall provide a final cost accounting for the Waterline Work and WWSP's proportion of shared cost items, including all internal and external costs, to WWSP within forty-five (45) days of final acceptance of the Project and payment to the contractor.
- 3.16. COUNTY shall require the contractor to complete and submit Exhibit 3, Quarterly Net Spend Report. This report shall include, at a minimum, the following information:
 - 3.16.1. Total amount spent by contractor and each subcontractor, vendor, and supplier for the quarter;
 - 3.16.2. Subcontractor/subconsultant name, address, and type of service(s) provided; and
 - 3.16.3. Other business attributes that may be required by WWSP.

COUNTY shall require the contractor to submit the Quarterly Net Spend Report to COUNTY by the 15th day of the last month for each calendar quarter for the entire duration of its contract. COUNTY shall forward the contractor's Quarterly Spend Report to WWSP when it receives it from the contractor.
- 3.17. COUNTY shall obtain WWSP approval on any contract construction Change Order, Work Change Directive, or other proposed revisions to Waterline Work as provided in Section 4.11. COUNTY shall endeavor to provide notice of potential Project Change Orders, claims, or disputes at the earliest possible time. A written Change Order or Work Change Directive related to the Waterline Work shall be effective only if executed by the Parties. COUNTY will provide WWSP with all executed documents reflecting changes to the Waterline Work within fifteen (15) days of execution.
- 3.18. COUNTY shall coordinate with WWSP on any disagreements, disputes, delays, or claims with the contractor related to or as a result of the Waterline Work as provided by Section 7.6.
- 3.19. COUNTY shall perform actions regarding compensation as set forth in Article VI, Compensation.
- 3.20. Upon completion of the Waterline Work and acceptance of the Project, COUNTY shall convey all rights, title, and interest in the Waterline Work to WWSP by a conveyance

document acceptable to both Parties. Such conveyance shall not limit COUNTY's normal and customary jurisdiction and control of the right of way. COUNTY shall also assign to WWSS Commission any and all rights under warranties and guarantees and direct rights of action under the contract against the contractors and designers regarding Waterline Work.

- 3.21. COUNTY shall issue to WWSS Commission a joint ROW permit that allows for occupancy for the Waterline Work. Among other things, the permit shall recognize:
 - 3.21.1. WWSS Commission ownership of the Waterline Work;
 - 3.21.2. Waterline Work may occupy COUNTY ROW where constructed;
 - 3.21.3. COUNTY agrees to avoid requiring WWSS Commission to relocate or adjust the waterline and related appurtenances to the extent possible; however, in the event COUNTY determines following rigorous analysis conducted in cooperation with WWSS Commission that relocation or adjustment of the waterline or related appurtenances is necessary and unavoidable, COUNTY will provide WWSS Commission written notice as follows:
 - 3.21.3.1 Relocation or adjustment involving appurtenances (air-relief valves, blow-offs, manways, etc.) within existing COUNTY ROW: minimum two (2) years notice prior to required completion.
 - 3.21.3.2 Vertical pipeline relocations within existing COUNTY ROW: minimum five (5) years notice prior to required completion.
 - 3.21.3.3 Horizontal pipeline relocations within existing COUNTY ROW: minimum five (5) years notice prior to required completion.
 - 3.21.3.4 Pipelines or appurtenances existing within the COUNTY ROW requiring relocations or adjustments to locations outside of existing COUNTY ROW: minimum seven (7) years notice prior to required completion.
 - 3.21.4. WWSS Commission shall be financially responsible for all costs of relocation, if such relocation is necessary for any reason as set forth in Section 3.21.3, including future work by COUNTY;
 - 3.21.5. WWSS Commission shall have access to the Waterline Work;
 - 3.21.6. As owners, WWSS Commission shall be authorized to construct, inspect, operate, maintain, repair, and replace the Waterline Work;
 - 3.21.7. Until a mutually agreeable ROW permit is issued, this Agreement shall act as the WWSS Commission ROW permit that allows for occupancy; and
 - 3.21.8. In the event COUNTY receives any petition to vacate all or a portion of the COUNTY ROW or the COUNTY initiates a ROW vacation proceeding, COUNTY staff will not recommend that the Board of County Commissioners approve such vacation request without first ensuring that WWSS Commission is able to secure a recorded permanent easement for the Waterline Work [the pipeline] approved by WWSS Commission. Notwithstanding the above, COUNTY cannot ensure dedication of easements from adjacent property owners where such easements would extend beyond the then-existing COUNTY ROW boundaries . COUNTY shall provide WWSS Commission with notice of the initiation of any ROW

vacation proceeding for any ROW that is part of the Project.

- 3.22. COUNTY and construction contractor shall participate in WWSP monthly health and safety meetings.
- 3.23. COUNTY shall not authorize or consent to contractor's changes to Waterline Work key milestones without written approval by WWSP.
- 3.24. Claims.
 - 3.24.1. COUNTY shall notify WWSP as soon as any contractor claim or request for change order is received. If a claim or request for Change Order would increase the proportionate share of Shared Costs (as described in Section 6.1.2) or if it affects the WWSS Commission-only cost for Waterline Work, WWSP shall respond to COUNTY within ten (10) business days. The response period may be extended by mutual agreement of the Parties. COUNTY cannot resolve or settle a claim for extra compensation or schedule adjustment for such claims related to only Waterline Work without WWSP approval. If COUNTY proceeds to resolve the claim or issue a change order without WWSP approval, the WWSS Commission reserves all rights to contest responsibility for payment and to seek indemnity for all costs and impacts resulting from COUNTY's action.
 - 3.24.2. In the case of a claim or Change Order related to the proportionate share of Shared Costs (as described in Section 6.1.2) or the WWSS Commission-only cost for Waterline Work, the COUNTY as the contract holder may need advice from COUNTY legal counsel. COUNTY shall notify WWSP that they are seeking advice of legal counsel. WWSS Commission will reimburse COUNTY for additional costs COUNTY incurs for counsel advice based on the proportionate share of the responsibility.
- 3.25. Bonds and Warranties. COUNTY agrees to assign all rights under performance and payment bonds, warranties and claims arising out of the construction contract related to the Waterline Work to WWSS Commission so that the WWSS Commission has a direct right of action against the contractor. The assignment under this provision will be effective after written request from WWSS Commission to COUNTY and written assignment by COUNTY.

ARTICLE IV - WWSS COMMISSION OBLIGATIONS FOR CONSTRUCTION

- 4.1. WWSP shall designate a WWSP Construction Manager. The WWSP Construction Manager shall be the designated point of contact with COUNTY Project Manager and have the authority to represent the WWSP for decisions related to the Waterline Work. COUNTY Project Manager shall have authority to accept and act upon the directions and decisions of the WWSP Construction Manager relating to the Waterline Work during solicitation and construction and to instruct the contractor and incur costs based on those decisions. Mike Britch, P.E., will be the WWSP Principal Engineer and the WWSP representative to handle dispute resolution for this Project.
- 4.2. WWSP shall obtain all necessary permits for the Waterline Work which are not also necessary for the Road Work. WWSP shall obtain environmental permits from the United States Army Corps of Engineers and the Department of State Lands, and other permits from applicable jurisdictions, specific to the Waterline Work. WWSP shall be responsible for monitoring and compliance with any permit obtained under this provision.
- 4.3. WWSP shall monitor and ensure permit compliance to the extent the permit is related

solely to the Waterline Work. WWSP shall otherwise communicate with the COUNTY Project Manager concerning permit compliance and coordinate with the COUNTY for all Project management.

- 4.4. WWSP shall review shop drawings, submittals, RFIs, Change Orders, Work Change Directives, requests for contract time extensions, and other requested clarifications related to the Waterline Work. WWSP shall provide a response to COUNTY within the timeframe required by the construction contract.
- 4.5. WWSS Commission shall reimburse COUNTY for all easements, rights-of-way, and associated costs necessary to facilitate the construction of the Waterline Work, beyond those being acquired by COUNTY for the Road Work. WWSS Commission hereby delegates to County the authority to act on behalf of WWSS Commission with respect to the acquisition of any property interest necessary to construct the Waterline Work, including WWSS Commission's power of eminent domain.
 - 4.5.1. In the event COUNTY determines that the COUNTY cannot legally acquire an easement, right-of-way, or other property interest to facilitate the construction of the Waterline Work beyond the needs of the Road Work, without a declaration of necessity for such interest, the COUNTY shall request WWSS Commission to make such declaration prior to proceeding. Upon such request, the Parties will negotiate in good faith to determine the timing of the WWSS Commission declaration.
 - 4.5.2. To the extent allowed by law, WWSS Commission agrees to hold harmless, indemnify, and forever release the COUNTY, the Board of County Commissioners, its officers, employees, and agents from any and all liabilities, judgments, demands, actions, claims, including delay claims, suits, or costs of any kind or nature brought by any person based on a theory that COUNTY lacks property authority and delegation to acquire any property interest for WWSS Commission to facilitate the construction of the Waterline Work beyond the needs of the Road Work.
- 4.6. WWSS Commission shall reimburse COUNTY for mobilization not to exceed ten percent (10%) of the value of the Waterline Work.
- 4.7. WWSP shall provide materials testing, independent of contractor testing requirements of the contract documents, and construction inspection for Waterline Work. WWSP may require additional or corrective work to be completed for the Waterline Work if, in the judgment of WWSP, the work is not complete in accordance with the contract documents or it is in the public interest to do so. Any additional costs as a result of additional work beyond that required under the contract documents and added through a Change Order or Work Change Directive will be the obligation of WWSP. If WWSP in its sole discretion determines the Waterline Work is not in compliance with the contract documents, the Waterline Construction Manager shall inform COUNTY at the earliest opportunity following discovery, and COUNTY shall direct contractor to perform corrective actions as necessary. The provisions of this Section are independent of the authority granted to WWSP set forth in Section 3.10 above.
- 4.8. WWSP shall provide COUNTY with the following construction documentation in the PMIS:
 - 4.8.1. General daily progress reports;

- 4.8.2. Quantity documentation used for monthly payment estimates; and
- 4.8.3. Project quality documentation and test results as specified in the construction contract.
- 4.9. WWSP shall review invoices for reimbursement from COUNTY. WWSP shall provide notice of any disputed amount within fifteen (15) business days from the day COUNTY provides the invoice to WWSP. The Parties shall then meet to resolve the disputed amounts. Undisputed amounts shall be paid as provided in Article VI, Compensation, and disputed amounts shall be resolved as provided therein. Invoice amounts for materials and equipment delivered onsite or stored offsite but not incorporated into the Waterline Work must be approved in advance by WWSP.
- 4.10. WWSP shall determine at its sole discretion when Waterline Work has achieved substantial completion and final acceptance. The Waterline Construction Manager shall provide a construction punch list to COUNTY upon substantial completion of all Waterline Work and participate with COUNTY Project Manager for inspection and final acceptance of the Waterline Work.
- 4.11. WWSP must review and approve any Change Orders and/or Work Change Directives relating to the Waterline Work prior to issuance to the contractor. Within five (5) business days of receiving the proposed Change Order or Work Change Directive, WWSP shall notify COUNTY of any concerns or disputes with a proposed Change Order or Work Change Directive. The notice period may be extended by mutual agreement of the Parties. In the event the COUNTY provides WWSP with a proposed Field Directive, WWSP will respond as soon as is reasonably practicable under the circumstances. COUNTY may proceed to direct its contractor to perform work if it deems an emergency or other circumstance requires immediate action to prevent adverse health and safety conditions. In such case, WWSS Commission reserves all rights to dispute responsibility for payment of the Change Order or Work Change Directive issued by COUNTY. In no event shall COUNTY authorize any change in the Waterline Work that affects the quality, integrity, or operational attributes of the Waterline Work.
- 4.12. WWSP shall coordinate and participate with COUNTY to resolve any disagreements, disputes, delays, or claims related to, or as a result of, the Waterline Work or WWSS Commission's share of Shared Costs of the Waterline Work (as described in Section 6.1.2) as provided by Section 7.6.
- 4.13. WWSS Commission shall perform actions regarding compensation as set forth in Article VI, Compensation.
- 4.14. Pursuant to Section 3.20, WWSS Commission shall execute such COUNTY permits for use of COUNTY ROW and such permits shall grant WWSS Commission access to COUNTY road ROW to construct, operate, maintain, repair, and replace the Waterline Work within COUNTY's roadway ROW.
- 4.15. WWSP, its consultants, and its contractors shall coordinate with COUNTY and its consultants including jointly attending regular construction coordination meetings, regular permitting and environmental meetings, real estate meetings, public information and outreach meetings, and other meetings as required for successful coordination and completion of the Project. COUNTY Project Manager and WWSP Construction Manager shall mutually determine the anticipated frequency and timing of meetings depending on the needs of the Project.

- 4.16. WWSP shall coordinate or caused to be performed, all necessary design and coordination work to adjust and relocate all public utility lines, structures, and appurtenances in conflict with the Waterline Work prior to commencement of Project construction. COUNTY will authorize certain utility relocation work to occur during the Project construction if, in the judgment of COUNTY, the relocation work is in furtherance of the Project for the Road Work and in the public interest to do so. WWSP shall be solely responsible for all costs and schedule for utility relocation work associated solely with the Waterline Work.
- 4.17. WWSP shall coordinate with COUNTY for all public outreach with adjacent property owners and businesses for the Waterline Work that affects driveways, access points, and side streets. WWSP shall notify property owners and businesses of Waterline Work that will affect driveways and accesses during construction and respond to public complaints. WWSP shall be responsible for obtaining all necessary road closure approvals and noise variance approvals for night work related to the Waterline Work.
- 4.18. WWSP understands and agrees that WWSP's failure to comply with its obligations under this Agreement may result in changes or delays in the Project construction contract between the County and County's contractor and that such changes or delays may result in increased costs or adjustment to contract time that may impact completion of the Project, including the Waterline Work.

ARTICLE V - JOINT OBLIGATIONS FOR CONSTRUCTION

- 5.1. In order to minimize potential Project schedule delays, contractor cost increases, or other Project issues, Parties agree to work together diligently to identify and jointly resolve any construction issues with the Road Work and Waterline Work at the earliest possible stage including those issues that involve the contractor. When such issues arise, Parties agree to work together to find mutually acceptable solutions in furtherance of the stated Project goals. COUNTY shall lead the resolution with the contractor as mutually agreed by the Parties.
- 5.2. The Parties agree to include health and safety requirements in the contract documents that meet the objectives of both Parties for their portions of the Project.
- 5.3. Parties agree that the contractor shall be required to develop and maintain a Project baseline schedule on which COUNTY Project Manager and WWSP Construction Manager shall collaboratively review and comment. The contractor shall provide monthly schedule updates electronically (in PDF and native format) using Primavera P6 or Microsoft Project. The schedule shall be Critical Path Method and have Type C requirements as defined by the Oregon Department of Transportation. These schedule obligations shall include milestones as jointly agreed upon by the Parties. Parties shall allow the other Party to comment on schedule revisions.
- 5.4. Parties agree to administer Project information, data, submittals, and document management, including but not limited to daily reports, non-conformance notices, and pay applications through the PMIS. The Parties shall jointly develop and maintain the document management system which shall include management of documents, submittals, photographs, and video.
- 5.5. WWSP shall make available the quantity of software licenses, up to five (5) licenses, needed for COUNTY to access and maintain the PMIS as requested at the direct cost of the licenses.

- 5.6. Upon written receipt of notice from COUNTY that the Project is complete, WWSP shall archive the contents of the PMIS and provide COUNTY with a copy of the archive in a mutually agreeable format.
- 5.7. Parties agree to co-manage complaints, including but not limited to general public complaints and complaints related to environmental and/or land use permitting.
- 5.8. Parties agree to coordinate social media posting and to the following guidelines for handling public/media interactions:
 - 5.8.1. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to one's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with either Party, as well as any other form of electronic communication.
 - 5.8.2. Posting of social media content related to Waterline Work by COUNTY staff, consultants, or construction contractors is prohibited unless approved by WWSP.
 - 5.8.3. Posting of social media content related to Road Work by WWSP staff, consultants, or construction contractors is prohibited unless approved by COUNTY.
- 5.9. Parties agree to coordinate on outreach efforts such as signage, groundbreaking, and ribbon cutting.
- 5.10. Parties acknowledge that the WWSS Commission will, in part, use Water Infrastructure Finance and Innovation Act ("WIFIA") funding for its portion of the Project.
 - 5.10.1. The Waterline Work will be funded in part through WIFIA funding. WIFIA funding requires compliance with certain conditions ("WIFIA Program Requirements"), including, but not limited to, Davis-Bacon and related acts, American Iron and Steel ("AIS") Act, Disadvantaged Business Enterprises Program, regulations governing debarment and suspension, Equal Employment Opportunity Executive Order, civil rights laws, Drug-Free Workplace Act, and restrictions on lobbying.
 - 5.10.2. WWSP will provide the WIFIA Program Requirements to COUNTY and work with COUNTY to include those requirements in applicable bidding and construction documents for the Project.
 - 5.10.3. COUNTY will accommodate and enable WWSP's implementation and enforcement of the WIFIA Program Requirements. The COUNTY's obligations under this Section 5.10.3 will include, but not be limited to: incorporating WIFIA Program Requirements in the terms, conditions, and specifications of Project construction documents for the Waterline Work; providing at least thirty (30) calendar days for construction bidding; and facilitating WWSP's access to prime contractors' and subcontractors' personnel and records.
 - 5.10.4. COUNTY will abstain from contracting with a prime contractor for the Project or subcontractor for Waterline Work that has been debarred or suspended by the U.S. government. WWSP will perform a debarment check for the COUNTY's proposed prime contractor for the Project and subcontractor for Waterline Work and communicate results to COUNTY prior to contracting pursuant to Section 3.6.

- 5.10.5. COUNTY will transmit contractor requests for any AIS waivers to WWSP; provide WWSP with contractor's certified payrolls; abstain from waiving any WIFIA Program Requirement without the express written consent of WWSP; and enable WWSP to resolve any AIS, Davis-Bacon, or other WIFIA Program Requirement issues with the contractor or subcontractors and notify WWSP of any potential WWSS-related litigation. WWSP will verify AIS documentation and apply for AIS waivers from the U.S. Environmental Protection Agency when necessary; review contractor certified payrolls for Davis-Bacon compliance; conduct interviews of construction workers for Davis-Bacon wage compliance checks and verify on-site signage; verify that apprentices and trainees are registered with a United States Department of Labor-approved program; and resolve any AIS, Davis-Bacon, or other WIFIA Program Requirement issues with the contractor.
- 5.10.6. The identification of costs specific to the Waterline Work, including the portion of Shared Costs attributable to the Waterline Work, is intended to ensure that all portions of the Project subject to the WIFIA Program Requirements remain the responsibility of the WWSS Commission. In the event compliance, implementation, or enforcement of WIFIA Program Requirements result in any increased costs for the Road Work, including Shared Costs defined in Section 6.1.2 below, such increases shall be the sole and total obligation of the WWSS Commission, independent and separate from WWSS Commission's other financial obligations provided in this Agreement.
- 5.10.7. In the event that compliance, implementation, or enforcement of WIFIA Program Requirements for the Waterline Work results in a substantial change to the Road Work such that the COUNTY, in its sole judgment, determines that this circumstance jeopardizes timely completion or results in unacceptable cost increases or design changes, the COUNTY may provide notice to WWSP that COUNTY will move forward with the Road Work independent of the Waterline Work and this Agreement shall be terminated as provided in Section 8.2..
- 5.10.8. Upon the completion of the construction of the Work, the Parties shall each deliver to the other Party one set of record drawings and electronic copies (PDF and native format) related to any portion of the Work for which it has the final set of drawings.

ARTICLE VI - COMPENSATION

- 6.1. The Parties agree that there are three main groups of costs associated with construction of the Project as set forth in the Partnering IGA:
- 6.1.1. "Separate Costs" related solely to the improvements being made by either the COUNTY (Road Work) or the WWSS Commission (Waterline Work).
- 6.1.2. "Shared Costs", including mobilization, that are common to both Road Work and Waterline Work construction.
- 6.1.3. "County Administration Costs" that cover COUNTY's management of the general contractor during Road Work and Waterline Work construction.
- 6.1.4. "

- 6.2. Exhibit 2 summarizes the cost shares for the Project. Parties shall proportion actual cost for construction as shown in Exhibit 2. Shared Costs shall be proportioned based on each Party's share of the overall Project cost.
- 6.3. Parties shall each bear the fully burdened labor costs of their individual staffs on the Road Work and the Waterline Work. Parties agree WWSS Commission shall pay to COUNTY a County Administration Cost as shown in Exhibit 2 to administer the construction contract.
- 6.4. Costs shown in Exhibit 2 are estimates only and are used to determine Project budgets prior to executing construction contracts. Parties shall modify Exhibit 2 when actual bid costs are known and again at completion of the Project when actual construction costs are known.
- 6.5. COUNTY shall submit invoices as provided by Section 3.13.
- 6.6. COUNTY shall submit a final billing statement within forty-five (45) days of the acceptance of the Project.
- 6.7. WWSS Commission shall pay COUNTY amount due within thirty (30) days of its receipt of billing statement.
- 6.8. Change Orders shall use the following protocol:
 - 6.8.1. Work Change Directives are defined in the construction agreement between COUNTY and contractor whereby COUNTY can direct work that is considered minor. Work Change Directives shall not affect administrative or Shared Costs (as described in Section 6.1.2) and shall be paid according to Exhibit 2. WWSP shall prepare Work Change Directives related to Waterline Work.
 - 6.8.2. All changes that are not Work Change Directives affecting the monetary obligation of any Party shall not be effective until approved by a written Change Order.
 - 6.8.3. Change Orders to the Road Project that do not affect the Waterline Work shall be managed and approved by COUNTY. COUNTY shall give notice of the proposed change to WWSP of any change that increases their respective shares of the Shared Costs or affects the schedule for completion of the Project. The Party causing the change in Shared Costs (as described in Section 6.1.2) shall be responsible to pay those costs. WWSP must consent to any Change Order that increases its Shared Costs. If WWSP does not consent to the Change Order, COUNTY may still elect to proceed with the Change Order and the Parties reserve all rights to contest and determine responsibility for payment under the dispute resolution and remedy provisions below.
 - 6.8.4. As provided in Section 4.10, Change Orders that affect the cost, schedule, quality of performance, workmanship, or material of the Waterline Work must be approved in writing by WWSP. Except as provided in Section 6.9.6, WWSP shall respond with approval or disapproval to COUNTY within five (5) business days following receipt of the proposed change. The response period may be extended by mutual agreement of the Parties. COUNTY may direct the contractor to perform the work if it deems emergency conditions exist or action is necessary to prevent adverse health or safety issues. In emergency circumstances, COUNTY

shall provide notice reasonable under the circumstances and WWSP shall respond in a timely manner reasonable under the circumstances. If COUNTY elects to proceed, WWSS Commission reserves all rights to dispute responsibility for payment of the Change Order and to assert claims for diminished performance or value of the Waterline Work and repair and replacement of the water system improvements.

- 6.8.5. WWSP may initiate Change Orders for the Waterline Work by providing COUNTY a requested change with supporting documents to negotiate the cost and time impact with the contractor, which shall be paid by WWSP. The documentation shall include information on whether Project milestones will be adjusted as required and WWSP's consent to the same. COUNTY shall facilitate discussions with the Parties and the contractor to obtain an executed Change Order.
- 6.8.6. Any Change Order that increases the combined cost to WWSS Commission of \$500,000 or more shall require approval by the WWSS Board of Commissioners. No Change Order shall be binding upon WWSS Commission while approval is pending, subject to COUNTY's power under paragraph 6.9.4.
- 6.9. Within ninety (90) days after the final acceptance of the Project by COUNTY, COUNTY shall provide WWSP a final statement of Waterline Work and bill WWSS Commission for any remaining costs in excess of the payments already made or refund any excess to WWSS Commission.

ARTICLE VII - GENERAL PROVISIONS

7.1. Laws of Oregon

The Parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be governed by the laws of the State of Oregon. The construction contract shall contain all required public contract provisions of ORS Chapter 279A and 279C.

7.2. Default

Either Party shall be deemed to be in default if it fails to comply with any provision of this Agreement. Parties agree time is of the essence in the performance of any of the obligations within this Agreement. The complaining Party shall provide the other Party with written notice of default and allow thirty (30) days within which to cure or diligently commence to cure the defect within a reasonable time. Parties shall pay for costs incurred for satisfactorily completed and authorized work up to the time of default. Each Party shall be liable for all costs and damages arising from its individual default.

7.3. Indemnification

This Agreement is for the benefit of the Parties only. Subject to the limitations related to government agencies under the Oregon Constitution, each Party agrees to indemnify and hold the other harmless, to include their respective officers, employees, agents, and representatives, from and against all claims, demands, and causes of action, and suits of any kind or nature for personal injury, death, or damage to property on account of or rising out of services performed, the omission of services or in any way resulting from the acts or omissions of the Parties so indemnifying and/or its officers, employees,

agents, or representatives. Indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each Party shall be solely responsible for any contract claims, delay damages, permit compliance or permit violations, or similar items arising from or caused by the action or inaction of the Party.

7.4. Documents are Public Records

All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with this Project shall be subject to the applicable provisions of the Oregon public records law.

7.5. Modification of Agreement

No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing, signed by both Parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given.

7.6. Dispute Resolution

The Parties shall attempt to informally resolve any dispute concerning any Party's performance or decision under this Agreement, or regarding the terms, conditions, or meaning of this Agreement. A written description of the dispute shall be delivered by the complaining Party to the other. The Parties agree that disputes shall be attempted to be resolved at the field staff level between onsite Project representatives or inspectors or by the Project and Construction Managers for each Party before escalating to the Principal Engineers. If the Principal Engineers are unable to resolve the dispute the Parties agree to escalate the dispute to the Director level. A neutral third party may be used to mediate if the Parties agree to facilitate such negotiations. The mediator shall be mutually chosen within thirty (30) days of the original date of written notice of the dispute. Impasse shall be declared if the Parties cannot agree on a mediator within the thirty-day (30-day) period above, or the Parties cannot resolve the matter through mediation within forty-five (45) days after selection of the mediator. In the event of any impasse in the resolution of any dispute, the issues shall be submitted to the governing bodies of both Parties for a recommendation or resolution within thirty (30) days after submission. Thereafter, any Party may pursue available legal or equitable remedies as set forth in Section 7.7.

7.7. Remedies

Subject to the provisions of ARTICLE VI - COMPENSATION and the dispute resolution process set forth in Section 7.6, any Party may institute legal action to cure, correct, or remedy any default, to enforce any covenant or agreement, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The Parties, by signature of their authorized representative below, consent to the personal jurisdiction of that court.

7.8. Severability

If any term(s) or provision(s) of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and

provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.9. Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination, or suspension in whole or in part by COUNTY or WWSS Commission.

7.10. Excused Performance

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delays or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

7.11. Integration

This Agreement includes the entire agreement of the Parties and supersedes any prior discussions or agreements regarding the same subject. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement or its subject matter.

7.12. Access to Books, Records, and Accounting

Each Party shall maintain books, records and reports of the Road Project and Waterline Work showing all income, receipts, expenses, and costs. These records shall be maintained for a period of three (3) years following final completion. All such books, records, and reports may be examined, and copies made by the requesting Party at reasonable times upon reasonable notice.

ARTICLE VIII - TERM OF AGREEMENT

- 8.1. The term of this Agreement shall be from the date of execution for four (4) years unless mutually agreed to by both Parties in writing.
- 8.2. This Agreement may be amended or extended for periods of up to one (1) year by mutual written consent of the Parties, subject to provisions of this Agreement. Except for breach, it may be canceled or terminated for any reason beyond the control of the Parties. Termination or cancellation shall be effective thirty (30) days after written notice to the other Party, or at such time as the Parties may otherwise agree. The Parties shall, in good faith, agree to such reasonable provisions for completing the Project and paying for any additional costs as necessary.
- 8.3. Notwithstanding Sections 8.1 and 8.2, WWSS Commission shall have the right to make future connections and perform commissioning work for the Waterline. COUNTY shall

consider all necessary right-of-way permit requests received to achieve this work. This obligation of COUNTY shall survive expiration of the term of this Agreement.

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

WASHINGTON COUNTY, OREGON

**WILLAMETTE WATER SUPPLY
SYSTEM COMMISSION**

Print Name: Ruth Osuna
As Its: Deputy County Administrator

Print Name: David Kraska
As Its: General Manager

Date _____

Date _____



WASHINGTON COUNTY

OREGON

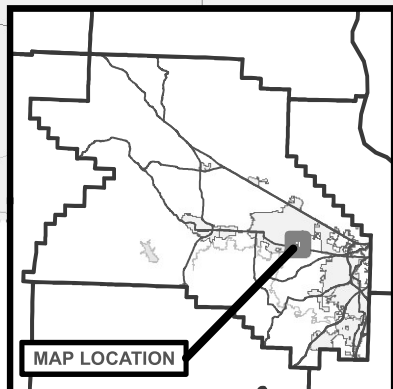
EXHIBIT 1 - PROJECT MAP

CORNELIUS PASS ROAD
FRANCES - TV HWY + TV HWY TURN LANE



Map Date: October 03, 2016

Prepared by: EDF



Hillsboro

CORNELIUS PASS ROAD (FRANCES STREET TO TUALATIN VALLEY HIGHWAY) AND PLW_1.2 SOUTH HILLSBORO PIPELINE

EXHIBIT 2 - SHARED COSTS

Task	Description	Lead Agency	Total Item Cost		Shared Cost?	Washington County			WWSP			Notes
			Units	Cost		Quantity	Percentage	Cost Share	Quantity	Percentage	Cost Share	
1.	Administration Cost (Monthly)	WCLUT	Month	\$ 22,400.00	No	n/a	0%	\$ -	17.00	100%	\$ 380,800.00	Assumes 17 months of Admin at \$22,400/month. Fixed cost per month item. Payment shall commence 3 months prior to scheduled start of waterline construction. COUNTY shall invoice WWSS Commission on a quarterly basis.
2.	Engineering Services During Construction by County's Design Consultant	WCLUT	n/a	\$ 15,000.00	No	n/a	0%	\$ -	n/a	100%	\$ 15,000.00	Payment shall be based on actual costs and invoiced as they occur. Amount not to exceed unless previously approved by WWSS Commission.
3.	Shared Costs excluding Mobilization	WCLUT	n/a	\$ 4,157,800.00	Yes	n/a	70.4%	\$ 2,929,000.00	n/a	29.6%	\$ 1,228,800.00	Shared Costs from 100% cost estimate. Work as shown in the cost estimate (source file: PLW_1.2 and CPR Cost Estimate - cost shares.xlsx). Shared costs for this project also includes 'restoration costs' as this project was not part of the original Master IGA which discussed restoration costs as a separate cost. Percentages are calculated in the cost estimate file and only one decimal place are shown in this table. Cost will be revised after bid results are available.
4.	Mobilization	WCLUT	LS	\$ 1,988,581.00	Yes	n/a	39.0%	\$ 775,660.00	n/a	61.0%	\$ 1,212,921.00	WWSP share of mobilization is limited to 10% of the project costs as shown in the cost estimate (source file: PLW_1.2 and CPR Cost Estimate - cost shares.xlsx). Percentages are calculated in the cost estimate file and only one decimal place are shown in this table. Cost will be revised after bid results are available.
5.	Waterline Work	WCLUT	LS	\$ 10,900,413.00	No	n/a	0.0%	\$ -	1.00	100.0%	\$ 10,900,413.00	WWSP separate costs from 100% cost estimate. Work as shown in the cost estimate (source file: PLW_1.2 and CPR Cost Estimate - cost shares.xlsx) and includes WWSP contingency. Cost will be revised after bid results are available.
Totals				\$ 17,084,194.00				\$ 3,704,660.00			\$ 13,737,934.00	
TOTAL TO PAY TO WCLUT:											\$ 13,737,934.00	

EXHIBIT 2 - DETAILED COST SHARES

CORNELIUS PASS RD.: SE FRANCES ST-TV HIGHWAY
100% ENGINEER'S ESTIMATE

SPEC SECTION	BID ITEM	UNIT	UNIT PRICE	QUANTITY	COST	WCLUT-Only Quantity	WCLUT-Only Cost	WWSP-Only Quantity	WWSP-Only Cost
00210	MOBILIZATION	LS	10.00%	All REQ'D					\$ -
00225	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	\$ 150,000	All REQ'D	\$ 150,000	50%	\$ 75,000	50%	\$ 75,000
00225	TEMPORARY SIGNS	SQFT	18	1,500	\$ 27,000	50%	\$ 13,500	50%	\$ 13,500
00225	TEMPORARY BARRICADES, TYPE II	EACH	100	5	\$ 500	50%	\$ 250	50%	\$ 250
00225	TEMPORARY BARRICADES, TYPE III	EACH	125	10	\$ 1,250	50%	\$ 625	50%	\$ 625
00225	TEMPORARY CONCRETE BARRIER, REFLECTORIZED	FOOT	\$ 18	2,628	\$ 47,304	60%	\$ 10,800	2,028	\$ 36,504
00225	MOVING TEMPORARY CONCRETE BARRIER	FOOT	\$ 7	3,151	\$ 22,057	30%	\$ 6,617	70%	\$ 15,440
00225	TEMPORARY IMPACT ATTENUATOR	EACH	\$ 1,500	2	\$ 3,000	-	\$ -	2	\$ 3,000
00225	TEMPORARY IMPACT ATTENUATOR, NARROW SITE SYSTEM	EACH	\$ 3,000	11	\$ 33,000	-	\$ -	11	\$ 33,000
00225	MOVING TEMPORARY IMPACT ATTENUATOR	EACH	\$ 500	1	\$ 500	-	\$ -	1	\$ 500
00225	MOVING TEMPORARY IMPACT ATTENUATOR, NARROW SITE SYSTEM	EACH	\$ 450	3	\$ 1,350	-	\$ -	3	\$ 1,350
00225	PEDESTRIAN CHANNELIZING DEVICES	FOOT	\$ 30	922	\$ 27,674	50%	\$ 13,837	50%	\$ 13,837
00225	TEMPORARY PLASTIC DRUMS	EACH	\$ 50	49	\$ 2,450	50%	\$ 1,225	50%	\$ 1,225
00225	TEMPORARY REFLECTIVE PAVEMENT MARKERS	EACH	\$ 6	623	\$ 3,738	50%	\$ 1,869	50%	\$ 1,869
00225	TEMPORARY STRIPING	FOOT	\$ 0.20	31,855	\$ 6,371	50%	\$ 3,186	50%	\$ 3,186
00225	TEMPORARY PAVEMENT LEGENDS	EACH	\$ 60	45	\$ 2,700	50%	\$ 1,350	50%	\$ 1,350
00225	LEGEND REMOVAL	SQFT	\$ 3.00	47	\$ 141	50%	\$ 71	50%	\$ 71
00225	STRIPES REMOVAL	FOOT	\$ 0.50	20,500	\$ 10,250	50%	\$ 5,125	50%	\$ 5,125
00225	PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	\$ 8,000	4	\$ 32,000	50%	\$ 16,000	50%	\$ 16,000
00225	TEMPORARY SIDEWALK RAMP, PARALLEL	EACH	\$ 2,000	1	\$ 2,000	50%	\$ 1,000	50%	\$ 1,000
00225	RADAR SPEED TRAILER	EACH	\$ 7,500	2	\$ 15,000	100%	\$ 15,000	0%	\$ -
00225	FLAGGERS	HOUR	\$ 55	1,000	\$ 55,000	50%	\$ 27,500	50%	\$ 27,500
00225	TRAFFIC CONTROL SUPERVISOR	EACH	\$ 300	310	\$ 93,000	50%	\$ 46,500	50%	\$ 46,500
00270	TEMPORARY TYPE CL CHAIN LINK FENCE	FOOT	\$ 20	2,750	\$ 55,000	50%	\$ 27,500	50%	\$ 27,500
00280	EROSION CONTROL	LS	\$ 35,540	All REQ'D	\$ 35,540	50%	\$ 17,770	50%	\$ 17,770
00290	POLLUTION CONTROL PLAN	LS	\$ 1,500	All REQ'D	\$ 1,500	50%	\$ 750	50%	\$ 750
00294	HEALTH AND SAFETY PLAN	LS	\$ 4,000	All REQ'D	\$ 4,000	100%	\$ 4,000	0%	\$ -
	ROAD WORK (00300)								
00305	CONSTRUCTION SURVEY WORK	LS	\$ 225,000	All REQ'D	\$ 225,000	75%	\$ 168,750	25%	\$ 56,250
00310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	\$ 350,000	All REQ'D	\$ 350,000	60%	\$ 210,000	40%	\$ 140,000
00310	ASPHALT PAVEMENT SAW CUTTING	FOOT	\$ 3	8,406	\$ 25,218	70%	\$ 17,653	30%	\$ 7,565
00320	CLEARING AND GRUBBING	ACRE	\$ 17,000	2	\$ 34,000	60%	\$ 20,400	40%	\$ 13,600
00330	GENERAL EXCAVATION	CUYD	\$ 30	18,802	\$ 564,060	18,802	\$ 564,060		
00350	SUBGRADE GEOTEXTILE	SOYD	\$ 2	14,628	\$ 29,256	8,838	\$ 17,676	5,790	\$ 11,580
00350	PAVEMENT OVERLAY GEOTEXTILE	FOOT	\$ 4	6,128	\$ 24,512	5,379	\$ 21,516	749	\$ 2,996
00350	RIPRAP GEOTEXTILE, TYPE 1	SOYD	\$ 12	10	\$ 120	10	\$ 120		
00390	LOOSE RIPRAP, CLASS 50	TON	\$ 175	6	\$ 1,050	6	\$ 1,050		
	DRAINAGE AND SEWERS (00400)								
00415	MAINLINE VIDEO INSPECTION	FOOT	\$ 4	4,601	\$ 19,094	4,601	\$ 19,094		
00445	10 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	\$ 72	790	\$ 56,880	790	\$ 56,880		
00445	10 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	\$ 90	84	\$ 7,560	84	\$ 7,560		
00445	12 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	\$ 95	1,487	\$ 141,265	1,487	\$ 141,265		
00445	12 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	\$ 108	789	\$ 85,212	789	\$ 85,212		
00445	15 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	\$ 175	38	\$ 6,650	38	\$ 6,650		
00445	15 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	\$ 235	36	\$ 8,460	36	\$ 8,460		
00445	16 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	\$ 175	78	\$ 13,650	78	\$ 13,650		
00445	18 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	\$ 110	118	\$ 12,980	118	\$ 12,980		
00445	24 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	\$ 170	114	\$ 19,380	114	\$ 19,380		
00445	36 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	\$ 170	56	\$ 9,520	56	\$ 9,520		
00445	10 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	\$ 125	372	\$ 46,500	372	\$ 46,500		
00445	12 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	\$ 135	447	\$ 60,345	447	\$ 60,345		
00445	18 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	\$ 165	18	\$ 2,970	18	\$ 2,970		
00445	4 INCH SANITARY SEWER PIPE, 10 FT DEPTH	FOOT	\$ 32	32	\$ 1,024	32	\$ 1,024		
00445	8 INCH SANITARY SEWER PIPE, 5 FT DEPTH	FOOT	\$ 40	40	\$ 1,600	40	\$ 1,600		
00445	8 INCH SANITARY SEWER PIPE, 10 FT DEPTH	FOOT	\$ 102	102	\$ 10,404	102	\$ 10,404		
00470	CATCH BASINS, TYPE 3	EACH	\$ 1,800	6	\$ 10,800	6	\$ 10,800		
00470	CONCRETE INLETS, TYPE CG-3	EACH	\$ 3,200	7	\$ 22,400	7	\$ 22,400		
00470	CONCRETE INLETS, TYPE G-2	EACH	\$ 2,700	1	\$ 2,700	1	\$ 2,700		
00470	CONCRETE INLETS, TYPE CG-30	EACH	\$ 4,500	2	\$ 9,000	2	\$ 9,000		
00470	CONCRETE INLETS, TYPE CG-48	EACH	\$ 6,200	33	\$ 204,600	33	\$ 204,600		
00470	CONCRETE CURB INLET MH, TYPE CG-48	EACH	\$ 7,000	12	\$ 84,000	12	\$ 84,000		
00470	CONCRETE INLETS, TYPE D	EACH	\$ 1,600	1	\$ 1,600	1	\$ 1,600		
00470	CONCRETE STORM SEWER MANHOLES, 48 INCH	EACH	\$ 3,200	8	\$ 25,600	8	\$ 25,600		
00470	CONCRETE STORM SEWER MANHOLES, 60 INCH	EACH	\$ 6,200	7	\$ 43,400	7	\$ 43,400		
00470	CONCRETE SANITARY SEWER MANHOLES	EACH	\$ 6,500	1	\$ 6,500	1	\$ 6,500		
00470	ADJUSTING INLETS	EACH	\$ 960	17	\$ 16,320	17	\$ 16,320		
00490	CONNECTION TO EXISTING STRUCTURES	EACH	\$ 1,200	24	\$ 28,800	24	\$ 28,800		
00490	CONNECT PRIVATE DRAIN LINE TO STRUCTURE	EACH	\$ 1,200	3	\$ 3,600	3	\$ 3,600		
00490	FILLING ABANDONED STRUCTURES	EACH	\$ 1,100	1	\$ 1,100	1	\$ 1,100		
00490	MINOR ADJUSTMENT OF MANHOLES	EACH	\$ 960	14	\$ 13,440	14	\$ 13,440		
00490	CONNECT TO EXISTING PIPE	EACH	\$ 960	7	\$ 6,720	7	\$ 6,720		
00490	EXTRA FOR MANHOLES OVER EXISTING SEWERS	EACH	\$ 2,200	9	\$ 19,800	9	\$ 19,800		
00490	EXTRA FOR INLETS OVER EXISTING SEWERS	EACH	\$ 1,500	1	\$ 1,500	1	\$ 1,500		
	BRIDGES (00500)								
00596	RETAINING WALL, CAST-IN-PLACE CONCRETE RIGID GRAVITY	LS	\$ 95,000	1	\$ 95,000	1	\$ 95,000		
00597	SOUND WALLS	SQFT	\$ 30	24,300	\$ 729,000	24,300	\$ 729,000		
	BASES (00600)								
00620	COLD PLANE PAVEMENT REMOVAL, 4 INCHES DEEP	SOYD	\$ 5	19,983	\$ 99,913	19,772	\$ 98,858	211	\$ 1,055
00641	AGGREGATE BASE	CUYD	\$ 75	6,974	\$ 523,050	4,561	\$ 342,075	2,413	\$ 180,975

CORNELIUS PASS RD.: SE FRANCES ST-TV HIGHWAY
100% ENGINEER'S ESTIMATE

SPEC SECTION	BID ITEM	UNIT	UNIT PRICE	QUANTITY	COST	WCLUT-Only Quantity	WCLUT-Only Cost	WWSP-Only Quantity	WWSP-Only Cost
WEARING SURFACES (00700)									
00730	EMULSIFIED ASPHALT FOR TACK COAT	TON	\$ 625	200	\$ 125,000	148	\$ 92,500	52	\$ 32,500
00744	LEVEL 2, 1/2 INCH ACP	TON	\$ 85	90	\$ 7,650	90	\$ 7,650		
00744	LEVEL 2, 1/2 INCH ACP IN TEMPORARY	TON	\$ 100	60	\$ 6,000	60	\$ 6,000		
00744	LEVEL 4, 1/2 INCH ACP	TON	\$ 75	12,600	\$ 945,000	9,330	\$ 699,750	3,270	\$ 245,250
00744	LEVEL 4, 1/2 INCH ACP IN LEVELING	TON	\$ 100	500	\$ 50,000	500	\$ 50,000		
00744	PG 70-22 ASPHALT IN 1/2 INCH ACP	TON	\$ 575	729	\$ 419,031	549	\$ 315,618	180	\$ 103,414
00755	FLEXIBLE TO RIGID PAVEMENT TRANSITIONS	EACH	\$ 4,000	2	\$ 8,000	2	\$ 8,000		
00756	PLAIN CONCRETE PAVEMENT, DOWELED, 10 INCHES THICK	SQYD	\$ 150	51	\$ 7,650	51	\$ 7,650		
00759	CONCRETE CURBS, STANDARD	FOOT	\$ 40	1,010	\$ 40,400	1,010	\$ 40,400		
00759	CONCRETE CURBS, CURB AND GUTTER, WASHINGTON COUNTY STANDARD	FOOT	\$ 45	6,354	\$ 285,930	6,161	\$ 277,245	193	\$ 8,685
00759	CONCRETE CURBS, CURB AND GUTTER, ODOT STANDARD	FOOT	\$ 45	526	\$ 23,670	526	\$ 23,670		
00759	CONCRETE CURBS, LOW PROFILE MOUNTABLE CURB	FOOT	\$ 40	196	\$ 7,840	196	\$ 7,840		
00759	TRAFFIC SEPARATOR	FOOT	\$ 25	773	\$ 19,325	773	\$ 19,325		
00759	CONCRETE ISLANDS	SOFT	\$ 35	907	\$ 31,745	907	\$ 31,745		
00759	CONCRETE DRIVEWAYS	SQFT	\$ 20	2,358	\$ 47,160	2,358	\$ 47,160		
00759	CONCRETE DRIVEWAYS, REINFORCED	SQFT	\$ 30	5,415	\$ 162,450	5,415	\$ 162,450		
00759	CONCRETE WALKS	SOFT	\$ 9	47,062	\$ 423,558	44,556	\$ 401,004	2,506	\$ 22,554
00759	PATTERNED CONCRETE SURFACING	SOFT	\$ 40	453	\$ 18,120	453	\$ 18,120		
00759	EXTRA FOR NEW SIDEWALK RAMPS	EACH	\$ 900	52	\$ 46,800	52	\$ 46,800		
00759	METAL HANDRAIL, 3 RAILS	FOOT	\$ 95	160	\$ 15,200	160	\$ 15,200		
PERMANENT TRAFFIC CONTROL AND GUIDANCE DEVICES (00800)									
00810	GUARDRAIL, TYPE 3	FOOT	\$ 250	21	\$ 5,250	21	\$ 5,250		
00855	MONO-DIRECTIONAL WHITE TYPE I MARKERS	EACH	\$ 5.00	246	\$ 1,230	246	\$ 1,230		
00855	BI-DIRECTIONAL YELLOW TYPE I MARKERS	EACH	\$ 5.00	194	\$ 970	194	\$ 970		
00865	THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILE	FOOT	\$ 1.25	39,000	\$ 48,750	39,000	\$ 48,750		
00867	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EACH	\$ 350	32	\$ 11,200	32	\$ 11,200		
00867	PAVEMENT LEGEND, TYPE B-HS: RAILROAD CROSSING	EACH	\$ 920	3	\$ 2,760	3	\$ 2,760		
00867	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EACH	\$ 300	15	\$ 4,500	15	\$ 4,500		
00867	PAVEMENT BAR, TYPE B-HS	SOFT	\$ 10	1,660	\$ 16,600	1,660	\$ 16,600		
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS (00900)									
00905	REMOVE EXISTING SIGNS	LS	\$ 4,350	All REQ'D	\$ 4,350	All REQ'D	\$ 4,350		
00905	REMOVE AND REINSTALL EXISTING SIGNS	LS	\$ 7,200	All REQ'D	\$ 7,200	All REQ'D	\$ 7,200		
00920	SIGN SUPPORT FOOTINGS	LS	\$ 2,600	All REQ'D	\$ 2,600	All REQ'D	\$ 2,600		
00930	PERFORATED STEEL SQUARE TUBE SLIP BASE SIGN SUPPORTS	LS	\$ 2,000	All REQ'D	\$ 2,000	All REQ'D	\$ 2,000		
00930	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	LS	\$ 4,500	All REQ'D	\$ 4,500	All REQ'D	\$ 4,500		
00940	SIGNS, STANDARD SHEETING, EXTRUDED ALUMINUM	SQFT	\$ 60	62	\$ 3,720	62	\$ 3,720		
00940	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	SQFT	\$ 35	91	\$ 3,168	91	\$ 3,168		
00940	SIGNS, TYPE IX SHEETING, EXTRUDED ALUMINUM	SQFT	\$ 40	183	\$ 7,320	183	\$ 7,320		
00950	REMOVAL OF ELECTRICAL SYSTEMS	LS	\$ 112,500	All REQ'D	\$ 112,500	All REQ'D	\$ 112,500		
00970	POLE FOUNDATIONS	LS	\$ 40,000	All REQ'D	\$ 40,000	All REQ'D	\$ 40,000		
00970	LUMINAIRES, LAMPS AND BALLASTS	LS	\$ 35,000	All REQ'D	\$ 35,000	All REQ'D	\$ 35,000		
00970	SWITCHING, CONDUIT, AND WIRING	LS	\$ 423,051	All REQ'D	\$ 423,051	All REQ'D	\$ 423,051		
00970	LIGHTING POLES AND ARMS	LS	\$ 145,250	All REQ'D	\$ 145,250	All REQ'D	\$ 145,250		
00990	TRAFFIC SIGNAL INSTALLATION, CORNELIUS PASS RD & JOHNSON ST	LS	\$ 357,000	All REQ'D	\$ 357,000	All REQ'D	\$ 357,000		
00990	TRAFFIC SIGNAL MODIFICATION, CORNELIUS PASS RD & TV HIGHWAY	LS	\$ 120,000	All REQ'D	\$ 120,000	All REQ'D	\$ 120,000		
00990	TRAFFIC SIGNAL MODIFICATION, CORNELIUS PASS RD & FRANCES ST	LS	\$ 27,000	All REQ'D	\$ 27,000	All REQ'D	\$ 27,000		
00990	INTERCONNECT SYSTEM	LS	\$ 99,000	All REQ'D	\$ 99,000	All REQ'D	\$ 99,000		
00990	TEMPORARY TRAFFIC SIGNAL INSTALLATION	LS	\$ 115,000	All REQ'D	\$ 115,000	50%	\$ 57,500	50%	\$ 57,500
09900	SCHOOL ZONE FLASHING BEACON	LS	\$ 32,000	All REQ'D	\$ 32,000	All REQ'D	\$ 32,000		
RIGHT-OF-WAY DEVELOPMENT AND CONTROL (01000)									
01012	WATER QUALITY SWALE	LS	\$ 169,000	1	\$ 169,000	1	\$ 169,000		
01030	LAWN SEEDING	ACRE	\$ 22,000	0.2	\$ 4,400	0	\$ 4,400		
01030	WATER QUALITY SEEDING	ACRE	\$ 24,000	0.03	\$ 720	0	\$ 720		
01030	RIPARIAN SEEDING	ACRE	\$ 23,000	0.08	\$ 1,840	0	\$ 1,840		
01040	TOPSOIL	CUYD	\$ 60	150	\$ 9,000	150	\$ 9,000		
01040	SOIL CONDITIONER	CUYD	\$ 65	61	\$ 3,965	61	\$ 3,965		
01040	GROUND COVER, NO. 1 CONTAINER	EACH	\$ 10	1,190	\$ 11,900	1,190	\$ 11,900		
01040	VINES, NO. 1 CONTAINER	EACH	\$ 12	348	\$ 4,176	348	\$ 4,176		
01040	GRASSES, NO. 1 CONTAINER	EACH	\$ 11	2,255	\$ 24,805	2,255	\$ 24,805		
01040	SHRUBS, NO. 1 CONTAINER	EACH	\$ 12	1,018	\$ 12,216	1,018	\$ 12,216		
01040	WETLAND PLANTS, PLUGS (6")	EACH	\$ 2	1,443	\$ 2,886	1,443	\$ 2,886		
01040	WETLAND PLANTS, PLUGS (4")	EACH	\$ 2	481	\$ 962	481	\$ 962		
01040	LANDSCAPE BOULDERS	EACH	\$ 350	22	\$ 7,700	22	\$ 7,700		
01050	8' TALL CHAIN LINK FENCE	FOOT	\$ 75	200	\$ 15,000	200	\$ 15,000		
01050	WOOD FENCE AND GATE	LS	\$ 1,500	All REQ'D	\$ 1,500	All REQ'D	\$ 1,500		
01070	REMOVE AND REINSTALL MAILBOX SUPPORTS	EACH	\$ 500	3	\$ 1,500	3	\$ 1,500		
01130	ADJUST EXTG. WATER VALVE BOX TO FINISH GRADE	EACH	\$ 300	18	\$ 5,400	18	\$ 5,400		
01130	RELOCATE EXTG. FIRE HYDRANTS	EACH	\$ 3,000	2	\$ 6,000	2	\$ 6,000		
01130	INSTALL X" WATER SERVICE (COH WATER METER RELOCATION)	EACH	\$ 2,000	13	\$ 26,000	13	\$ 26,000		
01140	12 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	\$ 135	25	\$ 3,375	25	\$ 3,375		
01140	DUCTILE IRON PIPE BEND, 12 INCH	EACH	\$ 1,700	4	\$ 6,800	4	\$ 6,800		
01140	DUCTILE IRON PIPE COUPLING, 12 INCH	EACH	\$ 800	1	\$ 800	1	\$ 800		
SCHEDULE A SUBTOTAL					\$ 8,985,400		\$ 7,756,600		\$ 1,228,800

CORNELIUS PASS RD.: SE FRANCES ST-TV HIGHWAY
100% ENGINEER'S ESTIMATE

SPEC SECTION	BID ITEM	UNIT	UNIT PRICE	QUANTITY	COST	WCLUT-Only Quantity	WCLUT-Only Cost	WWSP-Only Quantity	WWSP-Only Cost
Health and Safety	LS	\$ 100,000	1	\$ 100,000	-	\$ -	1	\$ 100,000	
Install Wellpoint Dewatering	EA	\$ 775	761	\$ 589,775	-	\$ -	761	\$ 589,775	
Observation Wells	LS	\$ 100,000	1	\$ 100,000	-	\$ -	1	\$ 100,000	
Dewatering of Launch Shaft	LS	\$ 80,000	1	\$ 80,000	-	\$ -	1	\$ 80,000	
Dewatering of Receiving Shaft	LS	\$ 80,000	1	\$ 80,000	-	\$ -	1	\$ 80,000	
Dewatering and Treatment	LS	\$ 250,000	1	\$ 250,000	-	\$ -	1	\$ 250,000	
Furnish and Deliver 48" WSP 0.375" Wall	LF	\$ 681	3,119.00	\$ 2,124,039	-	\$ -	3,119	\$ 2,124,039	
Install 48" WSP 0.375" Wall	LF	\$ 840	3,119.00	\$ 2,619,960	-	\$ -	3,119	\$ 2,619,960	
Furnish and Deliver 48" WSP 0.4375" Wall	LF	\$ 782	72	\$ 56,304	-	\$ -	72	\$ 56,304	
Install 48" WSP 0.4375" Wall	LF	\$ 885	72	\$ 63,720	-	\$ -	72	\$ 63,720	
Furnish and Deliver 48" WSP 0.500" Wall	LF	\$ 909	368	\$ 334,512	-	\$ -	368	\$ 334,512	
Install 48" WSP 0.500" Wall	LF	\$ 868	368	\$ 319,424	-	\$ -	368	\$ 319,424	
Furnish and Deliver 48" WSP 0.5625" Wall	LF	\$ 1,023	307	\$ 314,061	-	\$ -	307	\$ 314,061	
Install 48" WSP 0.5625" Wall	LF	\$ 910	307	\$ 279,370	-	\$ -	307	\$ 279,370	
Corrosion Protection for 48" WSP	LS	\$ 100,000	1	\$ 100,000	-	\$ -	1	\$ 100,000	
Furnish and Deliver 18" DIP Water Line	LF	\$ 190	597	\$ 113,430	-	\$ -	597	\$ 113,430	
Install 18" DIP Water Line	LF	\$ 290	597	\$ 173,130	-	\$ -	597	\$ 173,130	
Corrosion Protection for 18" DIP	LS	\$ 25,000	1	\$ 25,000	-	\$ -	1	\$ 25,000	
Relocate 18" DIP TVWD Waterline	LF	\$ 1,350	113	\$ 152,550	-	\$ -	113	\$ 152,550	
Interior Joint Lining of 48" WSP	LS	\$ 80,000	1	\$ 80,000	-	\$ -	1	\$ 80,000	
Trench Foundation for 48" Pipe	LF	\$ 38	3,806.00	\$ 144,628	-	\$ -	3,806	\$ 144,628	
Trench Foundation for 18" Pipe	LF	\$ 31	710	\$ 22,010	-	\$ -	710	\$ 22,010	
30" Manway Access Vault 1.000	EA	\$ 30,000	1	\$ 30,000	-	\$ -	1	\$ 30,000	
30" Manway Vault w/ 4" Type I CAV	EA	\$ 75,000	1	\$ 75,000	-	\$ -	1	\$ 75,000	
30" Manway Vault w/ 6" Type I CAV	EA	\$ 85,000	3	\$ 255,000	-	\$ -	3	\$ 255,000	
2" Type IV Air Valve Assembly	EA	\$ 13,500	1	\$ 13,500	-	\$ -	1	\$ 13,500	
Type I 8" Blow Off	EA	\$ 50,000	2	\$ 100,000	-	\$ -	2	\$ 100,000	
Trench Cutoff Walls	EA	\$ 5,000	8	\$ 40,000	-	\$ -	8	\$ 40,000	
Locate Stations and Pipeline Markers	LS	\$ 15,000	1	\$ 15,000	-	\$ -	1	\$ 15,000	
48" Butterfly Valves	EA	\$ 60,000	2	\$ 120,000	-	\$ -	2	\$ 120,000	
18" Butterfly Valves	EA	\$ 8,500	2	\$ 17,000	-	\$ -	2	\$ 17,000	
48" Harnessed Coupling	EA	\$ 30,000	2	\$ 60,000	-	\$ -	2	\$ 60,000	
18" Double Sleeve Coupling	EA	\$ 10,000	2	\$ 20,000	-	\$ -	2	\$ 20,000	
Trenchless Launch Pit	LS	\$ 220,000	1	\$ 220,000	-	\$ -	1	\$ 220,000	
Trenchless Receiving Pit	LS	\$ 150,000	1	\$ 150,000	-	\$ -	1	\$ 150,000	
Trenchless Crossing of Reedville Creek	LF	\$ 5,100	60	\$ 306,000	-	\$ -	60	\$ 306,000	
Settlement Monitoring	LS	\$ 50,000	1	\$ 50,000	-	\$ -	1	\$ 50,000	
Reedville Park Turnout	LS	\$ 830,000	1	\$ 830,000	-	\$ -	1	\$ 830,000	
Concrete Curb on SE Frances Street	LS	\$ 20,000	1	\$ 20,000	-	\$ -	1	\$ 20,000	
AC Pavement on SE Frances Street	LS	\$ 65,000	1	\$ 65,000	-	\$ -	1	\$ 65,000	
Traffic Control on SE Frances Street	LS	\$ 95,000	1	\$ 95,000	-	\$ -	1	\$ 95,000	
Trim and Protect Trees	LS	\$ 20,000	1	\$ 20,000	-	\$ -	1	\$ 20,000	
Pipeline Cleaning, Testing for 48-inch Pipe	LS	\$ 125,000	1	\$ 125,000	-	\$ -	1	\$ 125,000	
Pipeline Cleaning, Testing for 18-inch Pipe	LS	\$ 18,000	1	\$ 18,000	-	\$ -	1	\$ 18,000	
Connect to Existing Waterline	LS	\$ 20,000	1	\$ 20,000	-	\$ -	1	\$ 20,000	
Flushing Connections	EA	\$ 6,000	2	\$ 12,000	-	\$ -	2	\$ 12,000	
Concrete Curb in Parking Lot	LS	\$ 5,000	1	\$ 5,000	-	\$ -	1	\$ 5,000	
Concrete Sidewalk on SE Frances Street	LS	\$ 16,000	1	\$ 16,000	-	\$ -	1	\$ 16,000	
AC Pavement in Parking Lot	LS	\$ 21,000	1	\$ 21,000	-	\$ -	1	\$ 21,000	
Supply Instrumentations and Controls	LS	\$ 60,000	1	\$ 60,000	-	\$ -	1	\$ 60,000	
SCHEDULE B SUBTOTAL					\$ 10,900,413		\$ -	\$ 10,900,413	
Total Cost Without Mob					\$ 19,885,813		\$ 7,756,600	\$ 12,129,213	
Total Mob (10%)					\$ 1,988,581		39%	61%	
Total Cost					\$ 21,874,394				
(check)					\$ 21,874,394				
						WCLUT	WWSP		
Separate Cost Subtotal						\$ 4,827,600	\$ 10,900,413		
Shared Cost Subtotal						\$ 2,929,000	70.4%	\$ 1,228,800	
Mobilization (10%)						\$ 775,660	39.0%	\$ 1,212,921	
Total Cost (Separate + Shared + Mob)						\$ 8,532,260		\$ 13,342,134	

Willamette Water Supply System Commission

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Willamette Water Supply *Our Reliable Water*

4D. Adopt PLW_1.2 WCLUT Construction IGA – *Mike Britch*

September 2, 2021

1

PLW_1.2 Construction IGA

- This Partnership project between the WWSP and WCLUT requires both Design and Construction IGAs related to the administration of the combined work:
 - The Construction IGA outlines the terms related to executing the construction and the associated costs including cost shares
 - Negotiations take place on a project-by-project basis based on the specific characteristics of each project
 - It is necessary to have a construction IGA in place prior to initiating construction

2

PLW_1.2 Construction IGA

- Exhibit 2 of the Construction IGA outlines the estimated costs for the Program (excluding pipeline construction)
 - Administration Cost (Monthly) ← Est. based on project req.t's & staging
 - Engineering Services During Construction by County's Design Consultant ← Review of traffic control plans in support of pipeline work
 - Shared Costs excluding Mobilization ← Will vary with bid amount (currently established from cost estimates)
 - Mobilization ← 10 % of combined project costs

3

PLW_1.2 Construction IGA

- Actual Costs of some items based on bids:
 - Percentage split between WCLUT & WWSP for “shared items” and “mobilization”
 - e.g. with a bid lower than the cost est. for the pipeline work
 - Share Cost items of work
 - Will change based on bid amounts for “Road Work” and “Pipeline Work”
 - Mobilization
 - Will change based on bid amounts for “Road Work” and “Pipeline Work” and if a contractor elects to use a mobilization value of less than the max. 10.0%

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Exhibit 2 from Construction IGA


Description & Lead Agency		Exhibit 2 from Construction IGA										Notes
Task	Description	Lead Agency	Total Item Cost		Shared Cost?	Washington County			WWSP			
			Units	Cost		Quantity	Percentage	Cost Share	Quantity	Percentage	Cost Share	
1.	Administration Cost (Monthly)	WCLUT	Month	\$ 22,400.00	No	n/a	0%	\$ -	17.00	100%	\$ 380,800.00	Assumes 17 months of Admin at \$22,400/month. Fixed cost per month item. Payment shall commence 3 months prior to scheduled start of waterline construction. COUNTY shall invoice WWSS Commission on a quarterly basis.
2.	Engineering Services During Construction by County's Design Consultant	WCLUT	n/a	\$ 15,000.00	No	n/a	0%	\$ -	n/a	100%	\$ 15,000.00	Payment shall be based on actual costs and invoiced as they occur. Amount not to exceed unless previously approved by WWSS Commission.
3.	Shared Costs excluding Mobilization	WCLUT	n/a	\$ 4,157,800.00	Yes	n/a	70.4%	\$ 2,929,000.00	n/a	29.6%	\$ 1,228,800.00	Shared Costs from 100% cost estimate. Work as shown in the cost estimate (source file: PLW_1.2 and CPR Cost Estimate - cost shares.xlsx). Shared costs for this project also includes restoration costs as this project was not part of the original Master IGA which discussed restoration costs as a separate cost. Percentages are calculated in the cost estimate file and only one decimal place are shown in this table. Cost will be revised after bid results are available.
4.	Mobilization	WCLUT	LS	\$ 1,988,581.00	Yes	n/a	39.0%	\$ 775,660.00	n/a	61.0%	\$ 1,212,921.00	WWSP share of mobilization is limited to 10% of the project costs as shown in the cost estimate (source file: PLW_1.2 and CPR Cost Estimate - cost shares.xlsx). Percentages are calculated in the cost estimate file and only one decimal place are shown in this table. Cost will be revised after bid results are available.
5.	Waterline Work	WCLUT	LS	\$ 10,900,413.00	No	n/a	0.0%	\$ -	1.00	100.0%	\$ 10,900,413.00	WWSP separate costs from 100% cost estimate. Work as shown in the cost estimate (source file: PLW_1.2 and CPR Cost Estimate - cost shares.xlsx) and includes WWSP contingency. Cost will be revised after bid results are available.
Totals				\$17,084,194.00				\$ 3,704,660.00			\$13,737,934.00	

Total project Shared cost (Y/N)
WCLUT costs
WWSP costs
Notes & assumptions

5

Exhibit 2 from Construction IGA

Waterline Work (separate cost):	\$10,900,413.00
Administration Cost:	\$380,800.00
Engr. Service during construction:	\$15,000.00
Shared Costs (excluding mob.):	\$1,228,800.00
Mobilization (shared & pipeline):	<u>\$1,212,921.00</u>
<i>Total estimated to pay WCLUT:</i>	\$13,737,934.00



6

Construction Cost Comparison to Baseline

Item	Amount
Baseline 6.1 Budget: PLW_1.2	\$12,479,254
Total Baseline Budget	\$12,479,254
PLW_1.2 Project Costs	
100% OPCC + Shared Project Costs (estimates)	\$13,342,134
Payments to WCLUT (administration and engineering services)	\$395,800
Total Estimated PLW_1.2 Costs	\$13,737,934
Potential Draw on Management Reserve	\$1,258,680

7

IGA Cost Distribution

Proposed IGA Value	\$13,737,934
<i>TVWD Estimated Share¹</i> \$ 5,374,535	
<i>Hillsboro Estimated Share¹</i> \$ 7,695,951	
<i>Beaverton Estimated Share¹</i> \$ 667,448	

¹ Based on overall project ownership percentage from Baseline 6.1 budget and WWSS IGA.

8

Benefits of Partnering

- Joint construction limits overall disruption to the community
- Because of Partnering, more Cornelius Pass Road Widening
- Without WCLUT as partner, WWSP costs would be higher:
 - Additional ROW for temporary traffic control to maintain traffic lanes (key cost component)
 - Temporary pavement (hot mix asphalt concrete)
 - Bear full cost
 - Roadway, curb, etc.
 - Temporary construction measures (erosion control, etc.)
 - Stakeholder engagement
 - Temporary widening and restoration
- WCLUT leading key stakeholder engagement, public coordination, and property acquisition (and improves key stakeholder support)

If work were done by the WWSP independent of the County, other constraints may have been imposed further increasing the cost of the work (due to need to "maintain all lanes")

QUESTIONS?

4.D. Requested Board Action

Consider adopting Resolution No. WWSS 22-21 approving and Intergovernmental Agreement between Washington County and the Willamette Water Supply Commission joint construction of Cornelius Pass Road (Frances Street to Tualatin Valley Highway) and PLW_1.2 South Hillsboro pipeline projects.

Willamette Water Supply

Our Reliable Water

STAFF REPORT

To: Board of Commissioners

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

Date: September 2, 2021

Subject: Request Approval for GMP No.1: Early Pipe Procurement for PLM_5.3 and RES_1.0 (Contract No. 2021-006)

Requested Board Action:

Consider approving a change order in the amount of \$19,049,157 to Hoffman-Fowler LLC for procurement of steel pipe, butterfly valves, and vaults for the RES_1.0-PLM_5.3 Project.

Key Concepts:

- The Hoffman-Fowler LLC contract for construction manager/general contractor (CM/GC) services was executed in December 2020 and was planned to be modified to include one or more Guaranteed Maximum Prices (GMPs) for construction, including materials.
- To secure early cost certainty and other benefits for selected key materials (i.e., steel pipe, butterfly valves, and vaults), Hoffman-Fowler LLC was authorized to solicit bids in advance of bidding construction and remaining materials.
- The proposed change order (GMP No. 1) was developed using a competitive, open-book process and included CM/GC contingency and owner's contingency based on percentages established in the contract.
- The process for developing a GMP for construction is underway and is scheduled to conclude in late 2021.

Background:

Hoffman-Fowler LLC and the Willamette Water Supply System Commission entered into a CM/GC contract for the construction of the RES_1.0-PLM_5.3 projects for the Willamette Water Supply Program (WWSP) in December 2020.

The PLM_5.3 project consists of approximately 21,000 feet of 66-inch diameter welded steel pipeline to convey treated water to and from the RES_1.0 project. This reach of pipeline will travel north along SW Grabhorn Road to the RES_1.0 project, and then west to an alignment approximately parallel to Clark Hill Road, then north across Farmington Road through private property to SW Rosedale Road to where it will connect to the PLW_1.3 pipeline project.

The steel pipe for the RES_1.0 project includes the 66-inch inlet and outlet piping, the inlet diffuser piping, and 48-inch overflow piping.

In accordance with the CM/GC Contract (2021-006) Hoffman-Fowler LLC is responsible for the development of the Guaranteed Maximum Price (GMP) through the bidding and evaluation process. The WWSS Management Committee approved securing the materials (steel pipe, vaults, and valves) for both the RES_1.0 and PLM_5.3 projects as a means to gain cost certainty in the current volatile market. This action was reported to the WWSS Board at its July 1, 2021 meeting. Additional benefits of the procurement approach include:

GMP No.1: Early Pipe Procurement for PLM_5.3 and RES_1.0

September 2, 2021

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- 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)
- Reduced subcontractor schedule risk
- Reduces potential bonding issue for smaller prequalified pipeline contractors

Solicitation Process and Bid Analysis:

On July 12, 2021, a Request for Proposal (RFP) was advertised by Hoffman-Fowler LLC. A non-mandatory Pre-Bid Conference was held on July 15, 2021. In response to the RFP, bids were received on August 12, 2021. Bids were received from the following bidders (in alphabetical order):

Bid Item 1 – 66” Nominal Diameter Steel Pipe PLM_5.3 and Steel Pipe for the RES_1.0

- NW Pipe Company
- Thompson Pipe

Bid Item 2 – Precast Vaults

- Oldcastle

Bid Item 3 – 66” Butterfly Valves PLM_5.3 and Butterfly Valves for the RES_1.0

- Ferguson

Upon review of bids received, it was concluded the following were the lowest, responsive bidders:

- Bid Item 1 – NW Pipe Company
- Bid Item 2 – Oldcastle
- Bid Item 3 - Ferguson

Scope of Services:

The proposed change order for GMP No. 1 is for supply only of the steel pipe, vaults, and valves for the RES_1.0-PLM_5.3 Project.

Budget Impact:

The amount of this contract change is \$19,049,157, which is within the approved baseline budget for this project. The table below provides information on components of the price including the contract-defined contingency amounts. The selection was made on lowest cost of the base bid.

GMP No.1: Early Pipe Procurement for PLM_5.3 and RES_1.0

September 2, 2021

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Contract Change Components	Change Values (\$)
Bid Item 1 – 66” Nominal Diameter Steel Pipe PLM_5.3 and RES_1.0 Steel Pipe	\$15,690,404
Bid Item 2 – Precast Vaults	\$657,019
Bid Item 3 – Butterfly Valves PLM_5.3 and RES_1.0	\$611,451
Bid Alternate #2 – Deduct East Reservoir Overflow Piping	-\$103,400
Bid Alternate #6 – Future Pump Station	\$182,472
CM/GC Fee (4.49%)	\$765,004
Bid Subtotal:	\$17,802,950
Hoffman-Fowler JV (CM/GC) Contingency (2%)	\$356,059
Owner contingency (5%)	\$890,148
Contingency Subtotal	\$1,246,207
Total Estimated Cost	\$19,049,157
<i>TVWD Estimated Share</i> ¹ \$8,102,374	
<i>Hillsboro Estimated Share</i> ¹ \$9,641,340	
<i>Beaverton Estimated Share</i> ¹ \$1,305,443	

¹ Based on overall project ownership percentage from Baseline 6.1 budget and WWSS IGA.

Bid Alternates:

Pricing of bid alternates for future consideration and possible execution was included in this bid package.

- Bid Alternate #2 – Deduct RES_1.0 East Reservoir Overflow Piping
 - As a Value Engineering item, the WWSP team evaluated using HDPE for the buried portion of overflow piping in lieu of steel. It is anticipated that HDPE will be less expensive. Bids will be received for HDPE in mid-October. At that time, a decision will be made on overflow pipe material.
- Bid Alternate #6 – Future (Portable) Pump Station (“Flow and Eddy”)
 - A decision on whether to include accommodations for a temporary pump station on the PLM_5.3 pipeline is anticipated later in 2021. If approved, this bid alternate would be exercised.
- Bid Alternates #1, #3, #4, and #5 are associated with building the RES_1.0 West Reservoir, which is not part of the approved baseline budget. Ability to exercise these bid alternates will depend on the WTP_1.0 and PLW_2.0 bids, which are not expected until 2022, and other considerations. Bid prices are only valid for 60 days after the contract is executed. Therefore, these bid alternates will not be exercised at this time. The bid pricing will be used for reference later if the decision is made to construct the RES_1.0 West Reservoir.

Construction Schedule Milestones:

The schedule milestones described in the table below are the next steps in the completion of the GMP No. 2 for the RES_1.0-PLM_5.3 Project.

Construction Milestones	Date
Publish Solicitation for Remaining Work Packages	Between 08/16/2021 and 9/7/2021

GMP No.1: Early Pipe Procurement for PLM_5.3 and RES_1.0

September 2, 2021

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Construction Milestones	Date
Receive Bids	On or before 10/11/2021
WWSS Management Committee Approval of GMP No.2	12/16/2021
WWSS Board Approval of GMP No.2	01/06/2022

Staff Contact Information:

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

Attachments:


Exhibit 1: Bid Tabulation

Exhibit 2: Early Pipe Procurement Draft Change Order

Project: *Willamette Water Supply*
Job No: *6370020*

Work Item: *BI #1 - 66" Steel Pipe PLM_5.3*
Bid Package: *#1 - Steel Pipe, Precast Vaults and Butterfly*

Date Printed: *8/17/2021*
File: *BC 400513--1*


Cost Code	Description of Work	Spec Section	HCCO/Fowler Budget	Northwest Pipe Company	Thompson Pipe Group					
	BI #1 - 66" Steel Pipe PLM_5.3									
	General Piping Requirements	40 05 13	\$15,171,846	\$13,456,451	\$15,579,640					
	Steel Pipe (AWWA C200, Modified)	40 20 13		Incl'd	Incl'd					
	Steel Pipe Fabricated Specials (AWWA)	40 20 14		Incl'd	Incl'd					
	UP #1 - Pipe for 5/16" thickness			\$630/LF	\$672.40/LF					
	UP #2 - Pipe for 3/8" thickness			\$708/LF	\$721.81/LF					
	UP #3 - Pipe for 1/2" thickness			\$914/LF	\$889.47/LF					
	LS #1 - Pipe for 9/16" Closure Spool			\$24,884/LS	\$29,509/LS					
	LS #2 - Pipe for 5/16" Closure Spool			\$7,925/LS	\$29,509/LS					
	ALT #6 - Future Pump Station			Add: \$97,344	Add: \$25,365					
	Non-Collusion Affidavit			Rec'd	Rec'd					
	First Tier Subcontractor Disclosure			Rec'd	Rec'd					
	Certification Regarding Lobbying			Rec'd	Rec'd					
	Debarment Suspension			Rec'd	Rec'd					
	Bond Cost			\$66,609	\$156,050					
	Base Bid Total		\$15,171,846	\$13,523,060	\$15,735,690	\$0	\$0	\$0	\$0	\$0
	<i>Yet to Buy</i>									
	Allow 25% Section to be 24 ft.			\$200,000	\$200,000					
	9/16" Closure Spool			\$24,000	\$24,000					
	5/16" Closure Spool			\$8,000	\$8,000					
	Total Budget		\$15,171,846	\$13,755,060	\$15,967,690	\$0	\$0	\$0	\$0	\$0
	Addendum No. A - C			Ack	Ack					
	Subcontractor/Vendor Questionnaire			Current	Incomplete (F)					
	License #			N/A	N/A					
	Public Works Bond?			N/A	N/A					
	Commercial Endorsement?			N/A	N/A					
	Union/Non-Union			N/A	Non-Union					
	EMR - 2020/2019/2018			N/A	N/A					
	D/M/WBE/ESB/SDV?			No	No					
	% D/M/WBE/ESB/SDV Participation			0%	0%					
 HOFFMAN CONSTRUCTION COMPANY 805 SW BROADWAY, SUITE 2100 PORTLAND, OREGON 97205 http://www.hoffmancorp.com			We recommend that this work be awarded to: Northwest Pipe Company Subcontract/Purchase Agreement Amount: \$13,523,060 We recommend that this work be bonded: Yes Estimated Bond Cost: \$66,609 Hoffman Construction Company By: _____ Date: _____			Approved: Yes ____ / No ____ _____ Date: _____				

Bid Comparison / Award Recommendation

Project: Willamette Water Supply
Job No: 6370020

Work Item: BI #1A - Steel Pipe RES_1.0
Bid Package: #1 - Steel Pipe, Precast Vaults and Butterfly

Date Printed: 8/17/2021
File: BC 400513--1A


Cost Code	Description of Work	Spec Section	HCCO Fowler Budget	Northwest Pipe Company	Thompson Pipe Group					
BI #1A - Steel Pipe RES_1.0										
	General Piping Requirements	40 05 13	\$1,408,140	\$2,156,669	\$2,374,883					
	Valve Actuators	40 05 57		Excl	Excl					
	Steel Pipe (AWWA C200, Modified)	40 20 13		Incl'd	Incl'd					
	Steel Pipe Fabricated Specials (AWWA)	40 20 14		Incl'd	Incl'd					
	Alt #1 - Yard piping for West Reservoir			Add: \$914,134	Add: \$271,516					
	Alt #2 - East Reservoir overflow piping			Ded: \$103,400	Ded: \$117,277					
	Alt #3 - West Reservoir overflow piping			Ded: \$288,430	Ded: \$179,652					
	Non-Collusion Affidavit			Rec'd	Rec'd					
	First Tier Subcontractor Disclosure			Rec'd	Rec'd					
	Certification Regarding Lobbying			Rec'd	Rec'd					
	Debarment Suspension			Rec'd	Rec'd					
	Bond Cost			\$10,675	\$23,749					
	Base Bid Total		\$1,408,140	\$2,167,344	\$2,398,632	\$0	\$0	\$0	\$0	\$0
	Yet to Buy									
	Allow for 24 ft Sections			\$76,000	\$76,000					
	Total Budget		\$1,408,140	\$2,243,344	\$2,474,632	\$0	\$0	\$0	\$0	\$0
	Addendum No. A - C			Ack	Ack					
	Subcontractor/Vendor Questionnaire			Current	Incomplete (F)					
	License #			N/A	N/A					
	Public Works Bond?			N/A	N/A					
	Commercial Endorsement?			N/A	N/A					
	Union/Non-Union			N/A	Non-Union					
	EMR - 2020/2019/2018			N/A	N/A					
	D/M/WBE/ESB/SDV?			No	No					
	% D/M/WBE/ESB/SDV Participation			0%	0%					
 HOFFMAN CONSTRUCTION COMPANY 805 SW BROADWAY, SUITE 2100 PORTLAND, OREGON 97205 http://www.hoffmancorp.com			We recommend that this work be awarded to: Northwest Pipe Company Subcontract/Purchase Agreement Amount: \$2,167,344 We recommend that this work be bonded: No Estimated Bond Cost: \$10,675 Hoffman Construction Company By: _____ Date: _____			Approved: Yes ___ / No ___ _____ Date: _____				

Bid Comparison / Award Recommendation

Project: Willamette Water Supply
Job No: 6370020

Work Item: BI #2 - Precast Vaults
Bid Package: #1 - Steel Pipe, Precast Vaults and Butterfly

Date Printed: 8/17/2021
File: BC 0330518


Cost Code	Description of Work	Spec Section	HCCO Fowler Budget	Old Castle						
				Unit Price	Extended Total					
	BI #2 - Precast Vaults									
	Precast Concrete Vault Structures	33 05 18	\$671,088							
	U.P. #4 -(4) Type III Access Vault (Sheet SD-09)			\$19,220.00	\$76,880.00					
	U.P. #5 - (5) Type I Access Vault (Sheet SD-10)			\$33,052.00	\$165,260.00					
	U.P. #6 - (12) Type IV Combination Air-Vacuum Valves/Access Vault (Sheet SD-10)			\$34,573.25	\$414,879.00					
	(8) Type 1 Blow-off Structures				Add: \$2,011/ea.					
	Non-Collusion Affidavit				Not Submitted					
	First Tier Subcontractor Disclosure				Not Submitted					
	Certification Regarding Lobbying				Not Submitted					
	Debarment Suspension				Not Submitted					
	Base Bid Total		\$671,088		\$657,019	\$0	\$0	\$0	\$0	\$0
	<i>Yet to Buy</i>									
	Bond Cost				N/R					
	Total Budget		\$671,088		\$657,019	\$0	\$0	\$0	\$0	\$0
	Addendum No. A - C				NO					
	Subcontractor/Vendor Questionnaire				Expired					
	License #				N/A					
	Public Works Bond?				N/A					
	Commercial Endorsement?				N/A					
	Union/Non-Union				N/A					
	EMR - 2020/2019/2018				N/A					
	D/M/WBE/ESB/SDV?				No					
	% D/M/WBE/ESB/SDV Participation				0%					
 HOFFMAN CONSTRUCTION COMPANY 805 SW BROADWAY, SUITE 2100 PORTLAND, OREGON 97205 http://www.hoffmancorp.com			We recommend that this work be awarded to: Old Castle Subcontract/Purchase Agreement Amount: \$657,019 We recommend that this work be bonded: No Estimated Bond Cost: \$0 Hoffman Construction Company By: _____				Approved: Yes ___ / No ___ Date: _____			

Bid Comparison / Award Recommendation

Project: Willamette Water Supply
Job No: 6370020

Work Item: BI #3 - Butterfly Valves PLM_5.3
Bid Package: #1 - Steel Pipe, Precast Vaults and Butterfly

Date Printed: 8/17/2021
File: BC 400523-3


Cost Code	Description of Work	Spec Section	HCCO Fowler Budget	Ferguson Waterworks						
				Unit Price	Extended Total					
	BI #3 - Butterfly Valves PLM_5.3									
	Valves: Basic Requirements	40 05 23	\$431,896							
	Butterfly Valves	40 50 15								
	U.P. #7 - (2)- 66" Butterfly Valve – Sheet SD-125) Type I Access Vault (See Bid	\$215,225.32					
	Alt #6 - (1) Butterfly Valve				Alt: \$85,128.44					
	Start up (including 1 trip)			Add: \$5,584	\$0					
	Auma (5) year Extended Warranty			Add: \$8,167	\$0					
	Pratt (5) year Extended Warranty			Add: \$7,725	\$15,450					
	7.62 Days of Witness Inspection			Add: \$5,555	\$0					
	Non-Collusion Affidavit				Not Submitted					
	First Tier Subcontractor Disclosure				Not Submitted					
	Certification Regarding Lobbying				Not Submitted					
	Debarment Suspension				Not Submitted					
	Base Bid Total		\$431,896		\$230,675.32	\$0	\$0	\$0	\$0	\$0
	Yet to Buy									
	Bond Cost			N/R	N/R					
	Total Budget		\$431,896		\$230,675.32	\$0	\$0	\$0	\$0	\$0
	Addendum No. A - C				Ack					
	Subcontractor/Vendor Questionnaire				Not on File					
	License #				N/A					
	Public Works Bond?				N/A					
	Commercial Endorsement?				N/A					
	Union/Non-Union				N/A					
	EMR - 2020/2019/2018				N/A					
	D/M/WBE/ESB/SDV?				No					
	% D/M/WBE/ESB/SDV Participation				0%					
 HOFFMAN CONSTRUCTION COMPANY 805 SW BROADWAY, SUITE 2100 PORTLAND, OREGON 97205 http://www.hoffmancorp.com			We recommend that this work be awarded to: Ferguson Waterworks Subcontract/Purchase Agreement Amount: \$230,675 We recommend that this work be bonded: No Estimated Bond Cost: N/R Hoffman Construction Company By: _____ Date: _____				Approved: Yes ___ / No ___ _____ Date: _____			

Bid Comparison / Award Recommendation

Project: *Willamette Water Supply*
Job No: *6370020*

Work Item: *BI #3A - Butterfly Valves RES_1.0*
Bid Package: *#1 - Steel Pipe, Precast Vaults and Butterfly*

Date Printed: *8/17/2021*
File: *BC 400523-3A*

Cost Code	Description of Work	Spec Section	HCCO Fowler Budget	Ferguson Waterworks						
				Unit Price	Extended Total					
	BI #3A - Butterfly Valves RES_1.0									
	Valves: Basic Requirements	40 05 23	\$310,000							
	Butterfly Valves	40 50 15								
	U.P. #8 - (1) - 66" Manual Butterfly Valve			\$105,367.39	\$105,367.39					
	U.P. #9 - (2) - 66" Electric Operated Butterfly Valves			\$112,380.37	\$224,760.74					
	Alt #4 - (1) - 48" Electric Operated Butterfly Valve			\$64,083.61	Alt: 64083.61					
	Alt #5 - (2) - 66" Electric Operated Butterfly Valves			\$112,380.37	Alt: 224760.74					
	Start up (including 1 trip)		3.00	Add: \$5,584	\$5,584					
	Auma (5) year Extended Warranty		3.00	Add: \$8,167	\$16,334	Add				
	Pratt (5) year Extended Warranty		3.00	Add: \$7,725	\$23,175	Add				
	7.62 Days of Witness Inspection		3.00	Add: \$5,555	\$5,555					
	Non-Collusion Affidavit					Not Submitted				
	First Tier Subcontractor Disclosure					Not Submitted				
	Certification Regarding Lobbying					Not Submitted				
	Debarment Suspension					Not Submitted				
	Base Bid Total		\$310,012		\$380,776.13	\$0	\$0	\$0	\$0	\$0
	<i>Yet to Buy</i>									
	Bond Cost			N/R	N/R					
	Total Budget		\$310,012		\$380,776.13	\$0	\$0	\$0	\$0	\$0
	Addendum No. A - C					Ack				
	Subcontractor/Vendor Questionnaire					Not on File				
	License #					N/A				
	Public Works Bond?					N/A				
	Commercial Endorsement?					N/A				
	Union/Non-Union					N/A				
	EMR - 2020/2019/2018					N/A				
	D/M/WBE/ESB/SDV?					No				
	% D/M/WBE/ESB/SDV Participation					0%				
 HOFFMAN CONSTRUCTION COMPANY 805 SW BROADWAY, SUITE 2100 PORTLAND, OREGON 97205 http://www.hoffmancorp.com			We recommend that this work be awarded to: Ferguson Waterworks Subcontract/Purchase Agreement Amount: \$380,776 We recommend that this work be bonded: No Estimated Bond Cost: N/R Hoffman Construction Company By: _____ Date: _____				Approved: Yes ___ / No ___ _____ Date: _____			

Bid Comparison / Award Recommendation

Willamette Water Supply System Commission

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**RES_1.0-PLM_5.3 CMGC
BP-1 (Pipe, Valves, Vaults) Summary**

Contract Change Components	Change Value (\$)
Bid Item 1 – 66” Nominal Diameter Steel Pipe PLM_5.3 and RES_1.0 Steel Pipe	\$15,690,404
Bid Item 2 – Precast Vaults	\$657,019
Bid Item 3 – Butterfly Valves PLM_5.3 and RES_1.0	\$611,451
Bid Alternate #2 – Deduct East Reservoir Overflow Piping	\$103,400
Bid Alternate #6 – Future Pump Station	\$182,472
CM/GC Fee (4.49%)	\$765,004
Bid Subtotal	\$17,802,951
Hoffman Fowler contingency (2%)	\$356,059
Owner Contingency (5%)	\$890,148
Contingency Subtotal	\$1,246,207
Total estimated cost	\$19,049,157

Willamette Water Supply System Commission

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Change Title: Early Procurement of Pipe, Valves and Vaults for
RES_1.0-PLM_5.3 Projects
Project: RES_CMGC
To: HOFFMAN-FOWLER, LLC

Change Order# 2
Date: 8/17/2021
Contract # 2021-006

The following PCOs are hereby incorporated into the Contract:

PCO#	Description	Time Impact (Days)	Change Amount
PCO - 5	Early Procurement of Pipe, Valves and Vaults for RES_1.0-PLM_5.3 Projects	0	\$19,049,157.00

The Original Contract Sum was	\$862,270.00
Net Change by Previously Authorized Requests and Changes	\$ 0.00
The Contract Sum Prior to this Change Order was	\$862,270.00
The Contract Sum will change by	\$19,049,157.00
The New Contract Sum including this Change Order	\$19,911,427.00
The Contract Time will change by	0 Days
The Date of Contract Completion as of this Change Order Therefore is	3/3/2025

The compensation amount of this Change Order, including time and price, comprises the total compensation due the Contractor, its Subcontractors, Suppliers, or any other party for whom Contractor is responsible, for the work or change defined in the Change Order, including impact on Uncharged Work, and is all inclusive of any additional costs incurred by the Contractor to date. By executing this Change Order, the Contractor acknowledges and agrees on behalf of itself, its Subcontractors, Suppliers, and any other party for whom Contractor is responsible, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and any costs resulting from, arising out of, in connection with, or impacting all other Work under this Contract. The execution of this Change Order constitutes full satisfaction and total equitable adjustment for the change. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order on the remainder of the Work under this Contract. All rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order are hereby waived.

OWNER

By: _____
Name: _____
Title: _____
Date: _____

HOFFMAN-FOWLER, LLC

By: _____
Name: _____
Title: _____
Date: _____

PCO-5 Contract No. 2021-006
RES_1.0-PLM_5.3 Construction Manager/General Contractor Services

This change authorizes the not to exceed purchase of the Pipe, Butterfly Valves and Vaults for the RES_1.0-PLM_5.3 projects.

As per the attached Memorandum dated July 9, 2021, this contract change does not constitute a Notice To Proceed (NTP) nor alter the process for developing and executing the GMP.

Modify Contract Agreement SECTION 4 - CONTRACT PRICE, Paragraph 4.03 to include the following: *CM/GC acknowledges purchase of the pipe, valves, and vaults is authorized solely for Owner's benefit and for incorporation of the pipe, valves, and vaults into the Work. In the event the Contract is terminated prior to installation of the pipe, valves, and vaults, with or without cause, CM/GC shall, at Owner's request, execute all documents necessary to transfer ownership of the pipe, valves, and vaults to Owner or to a third party designated by Owner, and, if the pipe, valves, and vaults are stored off-site, arrange to have the pipe, valves, and vaults delivered to a location acceptable to Owner. Should the contract be terminated as stated herein, CM/GC shall be reimbursed for costs incurred in procuring the pipe at the time of termination, including CM/GC fee. Consistent with Contract Article 15.03 A.2, Owner shall only be responsible for costs and fees incurred through the date of termination of the pipe subcontract or its transfer to a prime contractor other than CM/GC.*

Construction Phase Work: Owner and CM/GC agree that the purchase of the Pipe, Butterfly Valves & Vaults as described in BP#1 - Early Pipe Procurement RFP Bid Tab, shall not exceed the price of Nineteen Million Forty-Nine Thousand One Hundred Fifty-Seven Dollars and Zero Cents (\$19,049,157.00), unless otherwise authorized by Owner via Change Order. These costs will include the Bonding, Firm Fixed Fee, CM/GC Contingency and Owners Contingency.

Back-up Documents to be attached:

BP#1 - Early Pipe Procurement RFP Bid Tab.pdf

SECTION 8 - Contract Documents, to include the following:

Drawings:

PLM_5.3 - PLM_5.3_100__BID_SET_Drawings_flattened__2

RFP Addendum 1 - DN-24, G-02, G-15, G-23, G-24, PP-32, PP-46, SD-07, SD-12, SD-23

RFP Addendum 2 - Addendum_No._2_RES_1.0_Pipe_Procure_Dwg_Set_073021

RES_1.0 - RES_1.0_Pipe_Procurement_Drawingsr1

Specifications:

PLM_5.3

Division_01_RES_01___PLM_5.3

PLM_5.3_100__BID_SET_Specifications_flattened

03._WWS_BP__1_-_Addendum_No._A (Section 33 05 15)

RES_1.0

Division_01_RES_01___PLM_5.3

RES_1.0_Pipe_Procurement_Specs

RES_1.0-PLM_5.3 (Combined)

05._WWS_BP_1_-_Addendum_No._C (40 05 23, 40 20 13, 40 50 15)

Item	Description	Quantity	Units	Unit Price	Net Amount
024	66" Steel Pipe PLM_5.3	0.0000	LS	\$ 0.00	\$13,523,060.00
025	Bid Alternate #6 - Future Pump Station PLM_5.3	0.0000	LS	\$ 0.00	\$97,344.00
026	Type III Access Vault PLM_5.3	0.0000	LS	\$ 0.00	\$76,880.00
027	Type I Access Vault PLM_5.3	0.0000	LS	\$ 0.00	\$165,260.00
028	Type IV Combination Air-Vacuum Valves/Access Vault PLM_5.3	0.0000	LS	\$ 0.00	\$414,879.00
029	66" Butterfly Valve PLM_5.3	2.0000	EA	\$107,612.66	\$215,225.32
030	Bid Alternate #6 - Butterfly Valve PLM_5.3	1.0000	EA	\$85,128.44	\$85,128.44
031	Pratt (5) Year Extended Warranty PLM_5.3	2.0000	EA	\$7,725.00	\$15,450.00
032	CM/GC Fee PLM_5.3	0.0000	LS	\$ 0.00	\$655,235.88
033	CM/GC Contingency PLM_5.3	0.0000	LS	\$ 0.00	\$304,969.25
034	Owner Contingency PLM_5.3	0.0000	LS	\$ 0.00	\$762,423.13
035	Steel Pipe RES_1.0	0.0000	LS	\$ 0.00	\$2,167,344.00
036	66" Manual Butterfly Valve RES_1.0	1.0000	EA	\$105,367.39	\$105,367.39
037	66" Electric Operated Butterfly Valves RES_1.0	2.0000	EA	\$112,380.37	\$224,760.74
038	Auma (5) Year Extended Warranty RES_1.0	2.0000	EA	\$8,167.00	\$16,334.00

039	Pratt (5) Year Extended Warranty RES_1.0	3.0000	EA	\$7,725.00	\$23,175.00
040	Ferguson Start Up Service RES_1.0	0.0000	LS	\$ 0.00	\$5,584.00
041	Ferguson 7.62 Days of Witness Inspection RES_1.0	0.0000	LS	\$ 0.00	\$5,555.00
042	Bid Alternate #2 - Deduct Eat Reservoir Overflow Piping RES_1.0	0.0000	LS	\$ 0.00	\$-103,400.00
043	CM/GC Fee RES_1.0	0.0000	LS	\$ 0.00	\$109,767.93
044	CM/GC Contingency RES_1.0	0.0000	LS	\$ 0.00	\$51,089.76
045	Owner Contingency RES_1.0	0.0000	LS	\$ 0.00	\$127,724.40
Total				\$	19,049,157.24

Willamette Water Supply *Our Reliable Water*

4E. Approve RES_1.0 and PLM_5.3 GMP for Pipe Material – *Mike Britch*

September 2, 2021

1

Background

- MC approved procurement of steel pipe, valves, and vaults for PLM_5.3 and RES_1.0 (WWSS Board informational item)
- The Hoffman-Fowler JV prepared the RFP for review by the WWSP
- RFP was advertised on July 12, 2021
- Non-mandatory pre-bid was held on July 15, 2021
- Bids were received on August 12, 2021

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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

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Summary of Bids Received

- Bid Item 1: 66" Nominal Diameter Steel Pipe PLM_5.3 and Steel Pipe for the RES_1.0
 - NW Pipe Company
 - Thompson Pipe
- Bid Item 2: Precast Vaults
 - Oldcastle
- Bid Item 3: 66" Butterfly Valves for PLM_5.3 and RES_1.0
 - Ferguson (multiple manufacturers)

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Bid Evaluation Complete by Hoffman Fowler LLC

- Bid Item 1: 66" Nominal Diameter Steel Pipe PLM_5.3 and Steel Pipe for the RES_1.0
 - NW Pipe Company low bidder by \$2.44M
- Bid Item 2: Precast Vaults
 - Oldcastle: Confirmed responsive
- Bid Item 3: 66" Butterfly Valves for PLM_5.3 and RES_1.0
 - Ferguson: Confirmed responsive

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Contract Price

Contract Change Components	Change Value (\$)
Bid Item 1 – 66" Nominal Diameter Steel Pipe PLM_5.3 and RES_1.0 Steel Pipe	\$15,690,404
Bid Item 2 – Precast Vaults	\$657,019
Bid Item 3 – Butterfly Valves for PLM_5.3 and RES_1.0	\$611,451
Bid Alternate #2 – Deduct for East Reservoir Overflow Piping	-\$103,400
Bid Alternate #6 – Future Pump Station	\$182,472
CM/GC Fee (4.49%)	\$765,004
Subtotal:	\$17,802,950
Hoffman-Fowler JV (CM/GC) Contingency (2%)	\$356,059
Owner contingency (5%)	\$890,148
Contingency Subtotal:	\$ 1,246,207
Total Estimated Cost	\$19,049,157

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QUESTIONS?

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4.E. Requested Board Action

“Consider a change order in the amount of \$19,049,157 to Hoffman-Fowler LLC for procurement of steel pipe, butterfly valves, and vaults for the RES_1.0-PLM_5.3 Project.

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STAFF REPORT

To: WWSS Board of Commissioners

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

Date: September 2, 2021

Subject: Anticipated Business Agenda Items for the October 7, 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. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA
2. Adopt Master Coordination Agreement Amendment One with Washington County
3. Adopt PLM_4.4 WCLUT Roy Rogers Road Construction IGA
4. Adopt MPE_1.3 Resolution of Need

Background:

The following actions are anticipated business agenda items for the October 7, 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. 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.

2. Adopt Master Coordination Agreement Amendment One with Washington County

In 2020, WWSS entered into the Intergovernmental Agreement Between Washington County and the Willamette Water Supply System Commission for the Joint Design and Joint Construction of Transportation Improvements and Water Infrastructure Projects for Tualatin-Sherwood Road, Roy Rogers Road, and Cornelius Pass Road (Master Coordination IGA). Staff are continuing to execute the terms of this agreement as they deliver the partnered

pipeline and roadway projects. Through this coordination, several terms in the agreement have been identified as requiring updates. This proposed amendment enacts those changes.

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

3. 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.

4. Adopt MPE_1.3 Resolution of Need

WWSS staff are ready to property acquisition for pipeline section MPE_1.3, located along Scholls Ferry Road from Roy Rogers Road to Greenway Park. The WWSP has progressed the design of this pipeline section to enable identification of property requirements for the 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_1.3.

Budget Impact:

Anticipated costs for all of the actions described are reflected in the WWSP FY2022 budget. The cost changes for ancillary projects and additional equipment (such as a turnout) are borne entirely by the requesting Partner.

Staff Contact Information:

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

Attachments:

None.

**Willamette Water Supply System Commission
Board Meeting**

September 2, 2021
