

**Willamette Water Supply System
Board Meeting Agenda
Thursday, January 9, 2020 | 12:00 – 2:00 PM**

**Tualatin Valley Water District – Board Room
1850 SW 170th Avenue, Beaverton, OR 97003**

To prepare to address the Willamette Water Supply System Board, please fill out the Public Comment Form located on the table near the main door to the meeting room. **Assistive Listening Devices (ALD) are available upon request 48 hours prior to the day of the meeting by calling (503) 941-4580.** All testimony is electronically recorded.

BOARD EXECUTIVE SESSION/LUNCH – 11:30 AM – TVWD Main Conference Room (MCR)

An executive session of the Board is called under ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

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

(The entire Consent Agenda is normally considered in a single motion. Any Commissioner may request that an item be removed for separate consideration.)

- A. Approve the December 5, 2019 meeting minutes.

4. PUBLIC HEARING

- A. Acting as Local Contract Review Board (LCRB) – Dave Kraska

Approve Alternative Contracting Methods for Construction of Selected Pipeline Projects

5. BUSINESS AGENDA

- A. Approve Contract Amendment for Program Regulatory Permitting and Related Consulting Services – Christina Walter

- B. Approve Project Agreement between City of Beaverton and Willamette Water Supply System Commission for Design of COB_1.0 Pipeline Project – Dave Kraska

6. INFORMATION ITEMS

- A. Planned February Business Agenda items – *Joelle Bennett*
- B. The next Board meeting is scheduled on February 6, 2020, at Tualatin Valley Water District – Board Room.

7. COMMUNICATIONS AND NON-AGENDA ITEMS

- A. None scheduled.

ADJOURNMENT

Willamette Water Supply
Our Reliable Water

UFOs in your Vehicle

January 9, 2020

1

Every unsecured item in your car can become
an unnecessary flying object (UFO)

Newton's first law of motion:

- "Every object in a state of uniform motion tends to remain in that state of motion unless an external force is applied to it."
- **ANYTHING** can become a dangerous projectile in a sudden stop or collision
(Cell phones...sun shades...water bottles...purses...toys...groceries...unsecured people or pets to name only a few...)

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2

2

Ordinary objects in cars and trucks are responsible for approximately 13,000 injuries each year

- A 10-lb object, such as a cooler, traveling at 55 mph will hit with 500-lbs of force (enough to crush bones)
- A 5-lb purse traveling at 35 mph carries 175-lbs of force (similar to being punched by a adult)
- A soft-tipped sippy cup in a 45 mph collision has been known to fracture a child's skull

3

Safety Tips to Prevent Vehicle UFOs

- Remove unnecessary items
- Dispose of trash
- Place items in a closed glove box, center console, or trunk/cargo area secured with ropes, tethers, cords, or safety nets
- Buckle in your purse, laptop bag, diaper bag, etc.
- Give children soft, light-weight toys to play with while in the car
- Crate pets and insist that passengers buckle up



4

Protect yourself and your loved ones by keeping
vehicles UFO-free



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Our Reliable Water

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Willamette Water Supply System Commission

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MEMO

Date: January 9, 2020

To: Willamette Water Supply System Board of Commissioners

From: David Kraska, P.E., General Manager

Re: Willamette Water Supply System (WWSS) General Manager's Report

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

- 1. Be Sure to Use Microphones** – Please remember to use your microphone whenever you are speaking. Also, please turn off your microphone when you are not speaking.
- 2. Safety Minute** – David Kraska will present today's safety minute.
- 3. Approvals and Procurements Forecast** – Attached to this GM report is the approvals and procurements forecast for December 2019 through February 2020. 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 Committees, or the WWSS Board.

Noteworthy in this forecast is that we are continuing our annual rebaseline effort to update our overall Program budget and schedule, targeting approval by the WWSS Board in March. Additionally, we are negotiating the contract with the top-ranked design consultant for the terminal reservoirs project, and several contract amendments and change orders are being processed and prepared for future WWSS Board consideration.

- 4. Projects Planning, Permitting, and Communications Updates** – Various planning, permitting, and communications activities continued over the past month. On December 3, 2019, the City of Sherwood City Council approved the annexation of the WWSP water treatment plant (WTP_1.0) property (Resolution 2019-017) into the already established Tonquin Employment Area. This approval paves the way for submittal of the water treatment plant land use application early in 2020. Design of the water treatment plant will continue through 2021. Construction is anticipated to begin on this facility in 2022.
- 5. Projects Design Status Updates** – Work continues on multiple design projects, including nine pipeline projects, the RWF project, the Water Treatment Plant, and the Distributed Controls System. In response to our request for proposals for the

GM Report to the WWSS Board of Commissioners

January 9, 2020

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reservoirs project (RES_1.0), two firms were interviewed, and Black & Veatch (B&V) was selected as the highest-rank firm. As noted earlier in this report, we are negotiating the contract with B&V and are targeting WWSS Board approval at the February 2, 2020 meeting.

6. Projects Construction Status Updates – There are four projects actively under construction:

1. PLM_1.1 – our raw water pipeline project in Wilsonville that extends from our RWF project to Wilsonville Road,
2. PLM_1.2 – another raw water pipeline project being completed in partnership with the City of Wilsonville’s Garden Acres Road project,
3. PLM_5.1 – a finished water pipeline project being completed in partnership with Washington County’s Roy Rogers Road project, and
4. PLM_5.2 – a finished water pipeline project along SW Scholls Ferry and SW Tile Flat roads that we are working to complete in advance of development work in the area.

All projects remain on track and are progressing according to plan. As was presented in last month’s General Manager’s report, a portion of Tile Flat Road was closed on December 17 to enable construction of the portion of PLM_5.2 that is within the existing right-of-way. To date, construction is proceeding smoothly, and neighbor concerns have been addressed by the Communications Team and on-site construction manager. The closure is permitted through February 16, but it is anticipated that the construction will be complete and the road will reopen prior to mid-February.



Approvals and Procurement Forecast: December 2019 through February 2020

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	1. WWSP Annual Rebaseline Schedule and Budget	Approve	N/A	MC: 2/20/2020 t FC & OC: 1/6-17/2020 e,t	3/5/2020 t
		Execute	N/A	N/A	N/A
Real Estate	2. PLM_5.2 Easement	Approve	N/A	MC: 11/19/2019 a	12/5/2019 a
		Execute	N/A	N/A	N/A
	3. PLM_4.3 Resolution of Need	Approve	N/A	MC: 2/20/2020 t	3/5/2020 t
IGAs, MOUs, Permit Commitments, & Similar Agreements	4. MPE_1.0 City of Beaverton (COB_1.0) Project Agreement	Approve	N/A	N/A	8/21/2019 a (Via WWSS MC)
		Execute	Pending	N/A	N/A
	5. PLW_1.3 Hagg Lane (Butternut Creek) Agreement Amendment	Approve	N/A	N/A	N/A
		Execute	12/20/2019 t	N/A	N/A
	6. PLM_4.1 WCLUT Design IGA Amendment 2	Approve	N/A	MC: 10/16/2019 a	12/5/2019 a
		Execute	1/21/2020 t	N/A	N/A
	7. PLM_4.2 WCLUT Design IGA Amendment 1	Approve	N/A	MC: 10/16/2019 a	12/5/2019 a
		Execute	1/21/2020 t	N/A	N/A
	8. PLW_1.2 WCLUT Design IGA Amendment 1	Approve	N/A	MC: 10/16/2019 a	12/5/2019 a
		Execute	1/21/2020 t	N/A	N/A
9. PLM_5.2 Metropolitan Land Group Developer Agreement	Approve	N/A	MC: 2/20/2020 t	3/5/2020 t	
	Execute	3/6/2020 t	N/A	N/A	
Contracts	10. RES_1.0 Design, Bidding, and Services During Construction	Approve	N/A	MC: 1/23/2020 t	2/6/2020 t
		Execute	2/7/2020 t	N/A	N/A

Type	Description	Projected Action	Body/Position (projected action date)					
			Program Director	WWSS Committees	WWSS Commission Board			
Contract Amendments and Change Orders (above Program Director's Authority)	11. MPE_1.0 Design Amendment for City of Beaverton Pipeline (COB_1.0) Addition	Approve	N/A	N/A	8/21/2019 a (Via WWSS MC)			
		Execute	Pending	N/A	N/A			
		<ul style="list-style-type: none"> Goal: Amend contract for final design and services during construction to add COB_1.0 project in accordance with project agreement Approximate value: \$1,558,884.40 Contractor: Brown and Caldwell 						
	12. Program Regulatory Permitting and Related Consulting Services	Approve	N/A	MC:12/19/2019 t	1/9/2020 t			
		Execute	1/15/2020 t	N/A	N/A			
		<ul style="list-style-type: none"> Goal: Amend contract to provide professional services from January 2020 through February 2021 Approximate value: \$2.1M Contractor: David Evans and Associates, Inc. 						
	13. PLM_1.2 Construction Contract Change Order to add Day Road Crossing	Approve	N/A	MC: 1/23/2020 t	2/6/2020 t			
		Execute	2/7/2020 t (by Wilsonville)	N/A	N/A			
		<ul style="list-style-type: none"> Goal: Change order to Construction contract to add Day Road Crossing (Wilsonville Contract) Value: TBD Contractor: Moore Excavation 						
	14. PLM_5.3 Design Amendment for Implementing Selected Alternative Alignment	Approve	N/A	MC: 1/23/2020 t	2/6/2020 t			
		Execute	2/7/2020 t	N/A	N/A			
		<ul style="list-style-type: none"> Goal: Amend contract for final design and services during construction to reflect realignment; Create additional bid package Value: TBD Contractor: Jacobs 						
	15. WTP_1.0 Design Amendment for Scope Modifications	Approve	N/A	MC: 2/20/2020 t	3/5/2020 t			
		Execute	3/6/2020 t	N/A	N/A			
		<ul style="list-style-type: none"> Goal: Amend contract for design services related to additional engineering services Value: TBD Contractor: CDM Smith 						
Local Contract Review Board (LCRB) Actions	16. LCRB Role Clarification Board approval item to clarify LCRB role of public contracting officer is fulfilled by the WWSS General Manager	Approve	N/A	MC: 11/19/2019 a	12/5/2019 a (as LCRB)			
		Execute	N/A	N/A	N/A			
	17. Findings for the Use of Alternative Contracting Methods for Construction of Selected Pipeline Packages	Approve	N/A	MC: 11/19/2019 a	1/9/2020 t (as LCRB)			
		Execute	N/A	N/A	N/A			
	<ul style="list-style-type: none"> Board action to initiate public comment period 12/5/2019 a 							

**Willamette Water Supply System Commission
Board Meeting Minutes
Thursday, December 5, 2019**

Commissioners present:

Tualatin Valley Water District (TVWD): Jim Duggan
Hillsboro: John Godsey
Beaverton: Denny Doyle

Committee Members present:

TVWD: Tom Hickmann, Management Committee
Paul Matthews, Finance Committee
Hillsboro: Niki Iverson, Management Committee
Lee Lindsey, Finance Committee
Beaverton: David Donaldson, Management Committee
David Winship, Operations Committee

Managing Agency Staff present:

Dave Kraska, Willamette Water Supply Program (WWSP) Director; WWSS Commission General Manager
Joelle Bennett, WWSP Assistant Director
Bill Van Derveer, WWSP Manager
Clark Balfour, TVWD General Counsel
Justin Carlton, TVWD Finance and Operations Manager
Faye Branton, WWSP Administrative Assistant; WWSS Commission Recorder

Other Attendees:

Mellisa Franklin, City of Hillsboro Finance
Joel Cary, TVWD Water Resources Division Manager
Mike Britch, WWSP Engineering and Construction Manager
Christina Walter, WWSP Permitting and Outreach Manager
Mark McConnell, TVWD Facilities

No members of the public were present.

CALL TO ORDER

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

1. GENERAL MANAGER'S REPORT

Mr. Kraska opened with a safety moment covering Emergency Preparedness on the Road ([see presentation](#)), followed by the General Manager's report, which included an overview of the Approvals and Procurement Forecast; updates on projects planning, permitting, and communications; project design status updates; and construction status of projects.

Mr. Kraska also noted that he attended the City of Sherwood's City Council meeting on December 3. At that meeting the Council considered the WWSS Commission's application for annexation to the City for the parcel for the WWSS water treatment plant and the northern parcel for Trammel Crow's planned development. The City Council unanimously voted to allow annexation of both parcels into the City.

2. PUBLIC COMMENT

There were no public comments.

Commissioner Godsey, speaking as a member of the WWSS Board of Commissioners and as a member of the Utilities Commission for the City of Hillsboro, voiced concern regarding delay in the City of Hillsboro being invoiced for progress payments on the Willamette Water Supply System projects. The City has sold bonds and is ready to reimburse for work on these projects and is concerned that the invoicing delay is causing problems within the City's accounting mechanism, as well as creating potential for additional costs for carrying charges and interest. Commissioner Godsey extended an offer for the City of Hillsboro to provide assistance, such as accounting expertise or personnel to help work through the backlog to facilitate this invoicing.

In response, staff thanked Commissioner Godsey for registering this concern and replied that it has been brought to staff's attention. Staff outlined work that has transpired to date, issues that need to be resolved before partner cost shares can be finalized, and next steps. TVWD has prepared a draft report regarding the calculation of cost shares in response to the Finance Committee's request for additional information. This report includes a detailed description of how the allocations were developed, and how the actual percentages were derived from those allocations in a manner that is consistent with Exhibit 1 of the IGA. This report is scheduled for delivery to the Finance Committee on December 6.

Commissioner Godsey clarified that the City of Hillsboro would accept receiving an invoice based on estimated expenses and cost shares in the interim and reiterated the offer to provide additional staff or accounting assistance, if needed. Staff proposed to send out the estimated invoice and perform an audit and follow up with any corrections later this fiscal year. Staff is ready to pursue this direction now, if this is the approach the City of Hillsboro wishes to take. Ms. Iverson, City of Hillsboro Water Director, indicated she will follow up and confirm that their Finance Director wishes to proceed with that approach.

3. CONSENT AGENDA

- A.** Approve the November 7, 2019 meeting minutes.
- B.** Consider approving Resolution No. WWSS-13-19, a resolution accepting a water system facilities easement between Ed Bartholemy and the Willamette Water Supply System Commission for Willamette Water Supply System Project PLM_5.2 (Parcel 2S106B00500).

Motion was made by Godsey seconded by Doyle to approve the consent agenda as presented. The motion passed unanimously with Doyle, Duggan, and Godsey, voting in favor.

4. BUSINESS AGENDA

A.1 Consider adopting Resolution No. WWSS-14-19, a resolution amending an intergovernmental agreement with Washington County for the joint design of PLM_4.1 Highway 99 Crossing Pipeline and Tualatin-Sherwood Road – Langer Farms Parkway to Borchers Drive.
– *Staff Report – Joelle Bennett*

A.2 Consider adopting Resolution No. WWSS-15-19, a resolution amending an intergovernmental agreement with Washington County for the joint design of PLM_4.2 SW Tualatin-Sherwood Road – Teton to Langer Farms Parkway. – *Staff Report – Joelle Bennett*

A.3 Consider adopting Resolution No. WWSS-16-19, a resolution amending an intergovernmental agreement with Washington County for the joint design of Cornelius Pass Road and PLW_1.2 South Hillsboro Pipeline Projects. – *Staff Report – Joelle Bennett*

Ms. Bennett presented the staff report requesting the Board’s adoption of Resolution Nos. WWSS-14-19, WWSS-15-19, and WWSS-16-19.

The Board agreed to adopt all three resolutions with one motion.

Motion was made by Godsey seconded by Doyle to adopt Resolution Nos. WWSS-14-19, WWSS-15-19, WWSS-16-19, and WWSS-17-19 The motion passed unanimously with Doyle, Duggan, and Godsey, voting in favor.

Following the vote, Commissioner Godsey alerted the Board that they had inadvertently included Resolution No. WWSS-17-19 in the vote for Resolutions WWSS-14-19, WWSS-15-19, and WWSS-16-19. Motion was made by Godsey, seconded by Doyle, to amend the previous motion and to adopt Resolution Nos. WWSS-14-19, WWSS-15-19, and WWSS-16-19. The motion passed unanimously with Doyle, Duggan, and Godsey, voting in favor.

B.1 Consider adopting Resolution No. WWSS-17-19, a resolution of the Willamette Water Supply System Commission, in its capacity as the Local Contract Review Board, appointing the General Manager as the Public Contracting Officer and clarifying other procurement provisions.
– *Staff Report – Dave Kraska*

Mr. Kraska presented the staff report requesting the Local Contract Review Board’s adoption of Resolution No. WWSS-17-19.

Motion was made by Godsey seconded by Doyle to adopt Resolution No. WWSS-17-19, a resolution of the Willamette Water Supply System Commission, in its capacity as the Local Contract Review Board, appointing the General Manager as the Public Contracting Officer and clarifying other procurement provisions. The motion passed unanimously with Doyle, Duggan, and Godsey, voting in favor.

B.2 Acting in capacity as the Local Contract Review Board, consider approving Public Notice of Intent to Approve Alternative Contracting Methods for Construction of Selected Pipeline Projects. – *Staff Report – Dave Kraska*

Mr. Kraska briefed the Board on the staff report requesting the Local Contract Review Board's approval to move forward with public notice of intent to approve alternative contracting methods for construction of selected WWSS pipeline projects. Mr. Van Derveer presented the recommendation, including background, evaluation process, and implementation steps. (*see presentation*)

In answer to Commissioners' questions, staff replied that each project would be independently procured. We have the option to negotiate, as well as to cancel procurement, if we are not satisfied with the outcome.

Acting in capacity as the Local Contract Review Board, motion was made by Doyle seconded by Godsey to approve Public Notice of Intent to Approve Alternative Contracting Methods for Construction of Selected Pipeline Projects. The motion passed unanimously with Doyle, Duggan, and Godsey, voting in favor.

5. INFORMATION ITEMS

A. Planned January Business Agenda items – *Joelle Bennett*

Ms. Bennett presented information on anticipated business agenda items for the January 9, 2019 WWSS Commission Board meeting, including approving a permitting support contract amendment, and a Local Contract Review Board resolution approving alternative contracting methods for construction of selected WWSS pipeline projects.

B. The next Board meeting is scheduled on January 9, 2020, at Tualatin Valley Water District – Board Room.

6. COMMUNICATIONS AND NON-AGENDA ITEMS

A. None scheduled.

ADJOURNMENT

There being no further business, Chairman Duggan adjourned the meeting at 12:52 p.m.

James Duggan, Chair

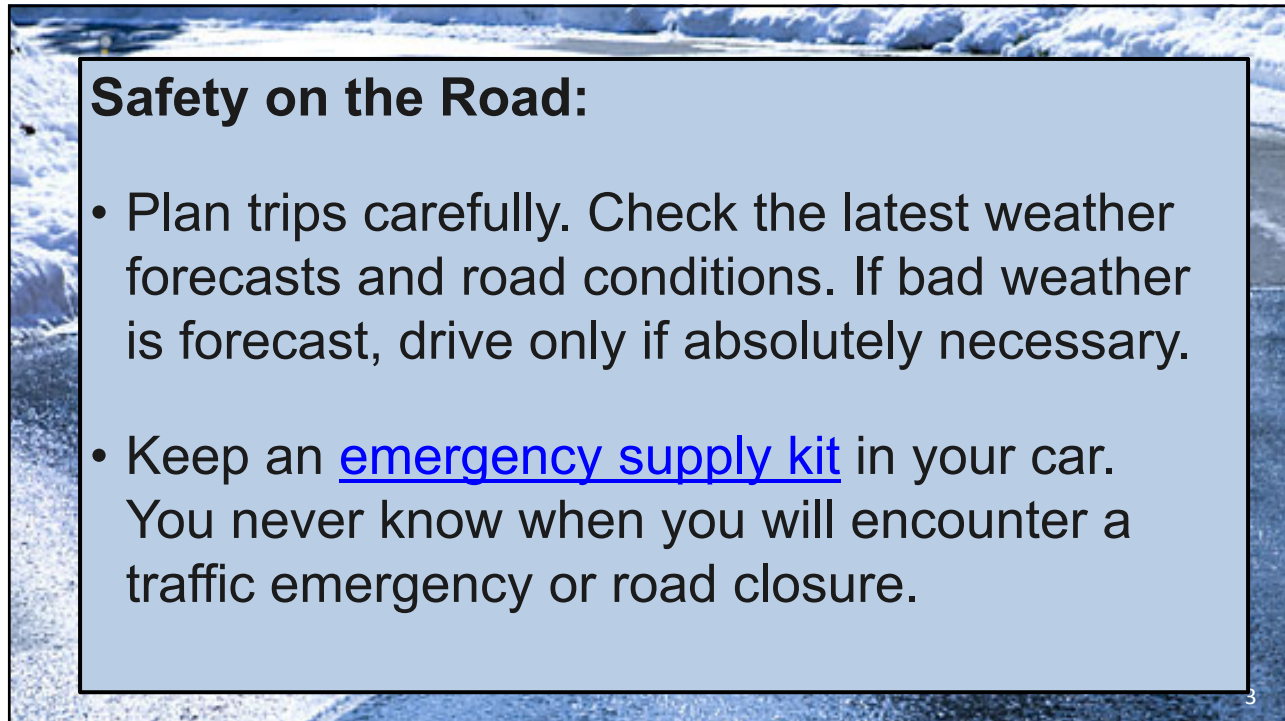
Denny Doyle, Vice Chair



1



2



Safety on the Road:

- Plan trips carefully. Check the latest weather forecasts and road conditions. If bad weather is forecast, drive only if absolutely necessary.
- Keep an [emergency supply kit](#) in your car. You never know when you will encounter a traffic emergency or road closure.

3



BUILDING AN EMERGENCY SUPPLY KIT FOR YOUR CAR

WHY?
BECAUSE YOU NEVER KNOW WHEN YOU WILL ENCOUNTER WINTER WEATHER OR AN EMERGENCY ROAD CLOSURE.

AMERICA'S *PrepareAthon!*
BE SMART. TAKE PART. PREPARE.

Icons and labels for emergency supplies:

- CELL PHONE, CHARGER
- FIRST AID KIT
- JUMPER CABLES
- TIRE CHAINS OR SNOW TIRES
- FLARES
- WATER, SNACKS
- FLASHLIGHT
- BOOTS, MITTENS, WARM CLOTHES
- BLANKET
- TOW ROPE
- FULL TANK OF GAS
- BAG OF SAND OR CAT LITTER
- SHOVEL, ICE SCRAPER, SNOW BRUSH

4



Willamette Water Supply System Commission

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Willamette Water Supply
Our Reliable Water

Recommendation for Use of Best Value Selection for Select Construction Contracts

December 5, 2019

1

Outline

- Recommendation preview
- Background
- Evaluation process
- Recommendation
- Implementation steps

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Recommendation Preview

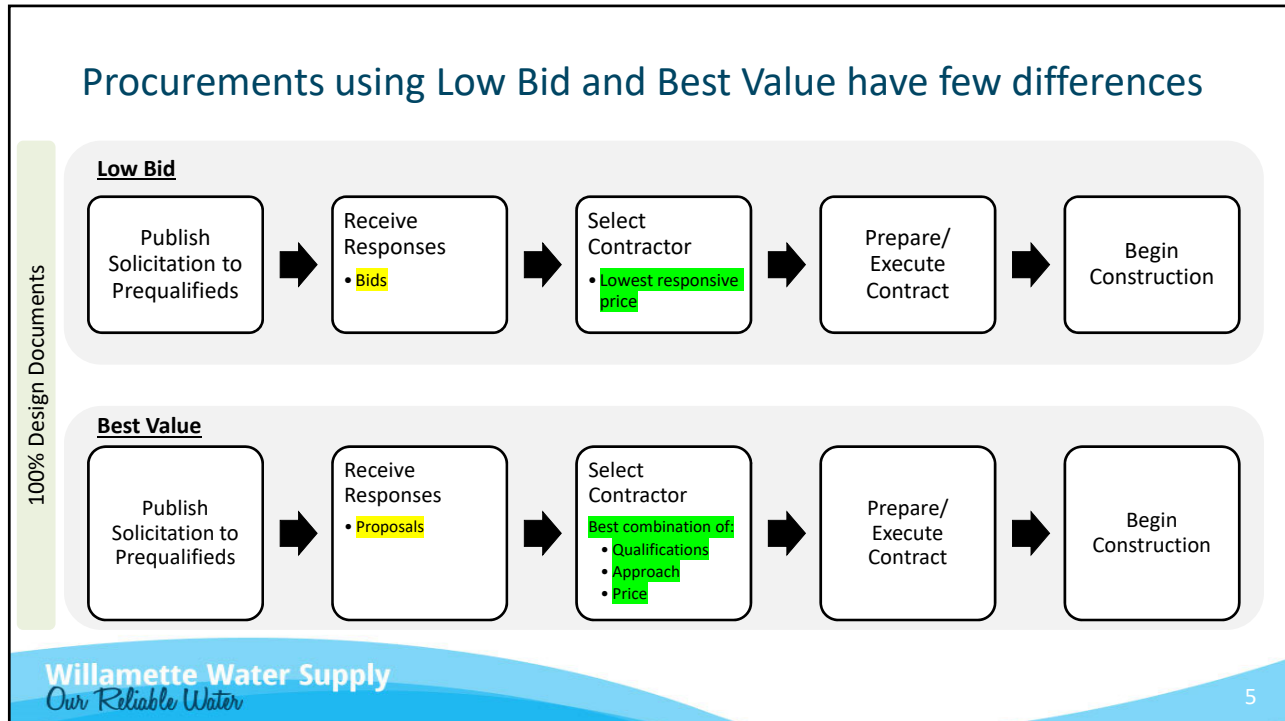
Consider approving a motion to read by title only a draft resolution declaring an exemption from competitive bidding for a class of pipeline projects and approving the use of best value selection method for construction contractors, receive oral testimony or written comments and direct that the resolution be brought back for a second reading and adoption at the January 9, 2020 Board meeting.

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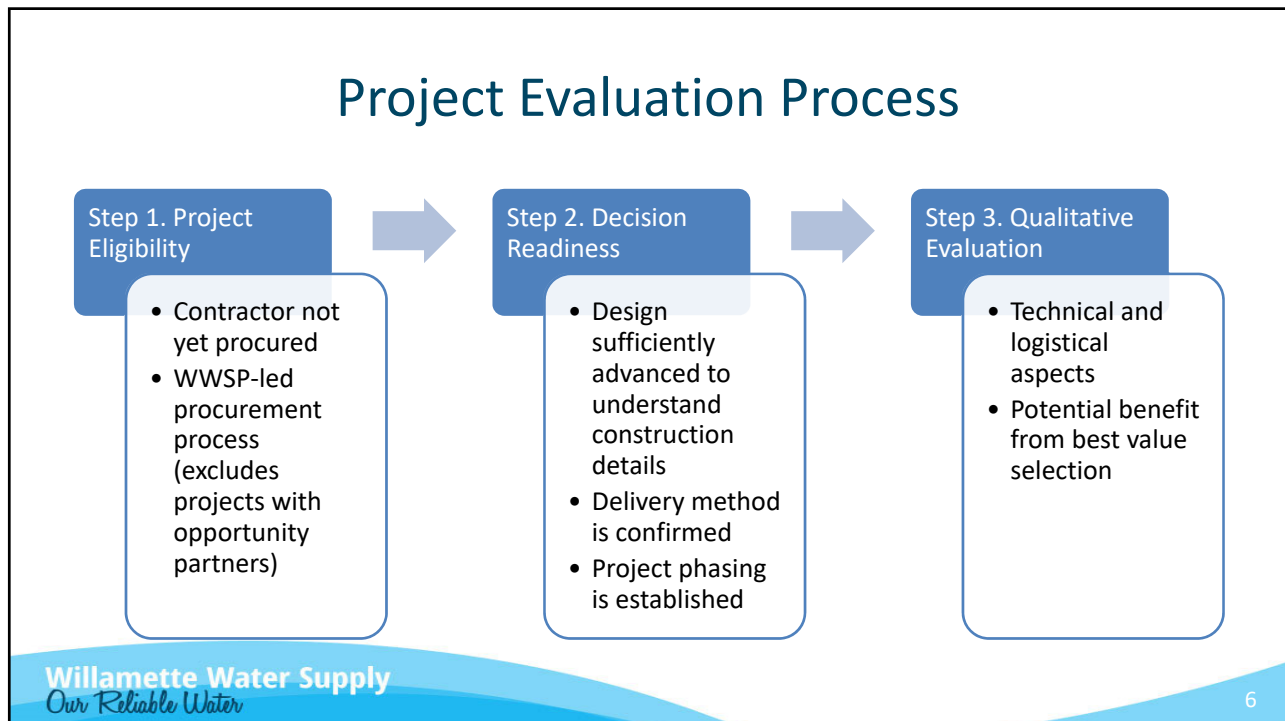
Background

- Under ORS, Construction Contractors are selected through bidding
 - Low bid, open-competitive
 - Low bid, with prequalification
- WWSP uses low bid with prequalification
 - Prequalified pipeline contractors list
 - Prequalification basis: firm and key staff qualifications, safety record, bonding and financial capacity
- Use of best value selection for certain construction projects would enable consideration of
 - Total construction cost
 - Non-cost factors: technical approach and specialized expertise
 - From prequalified contractors
- Deciding now enables
 - Inclusion in the WWSP annual rebaseline plan (Dec. 2019 initial draft)
 - Application for the next anticipated contractor procurement (Feb. 2020)

4



5



6

Step 1 Results – Eligible Projects

(Contractor not yet procured, WWSP-led procurement process)

Project	Description	Estimated Construction Value (\$ million)	Current Bid Date
PLM_1.3	2.2 miles 66-inch pipeline	\$32.4	Aug. 2020
PLM_4.3	2.5 miles 66-inch pipeline	\$60.3	Jun. 2021
RES_1.0/PLM_5.3	Two 15 MG tanks 3.8 miles 66-inch pipeline	\$142.3	Jun. 2021
PLW_1.3	1.2 miles 66-inch pipeline; 0.75 miles 30-inch pipeline	\$42.3	Feb. 2020
PLW_2.0	3.3 miles 48-inch pipeline	\$49.5	Feb. 2021
MPE_1.0	7.3 miles 48-inch pipeline	\$90.9	Jan. 2021

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Step 2 Results – Project Readiness

Project	Design Sufficiently Advanced to Understand Construction Details	Delivery Method is Confirmed	Project Phasing is Established
<input checked="" type="checkbox"/> PLM_1.3	Yes 30% design	Yes Design-Bid-Build	Yes Single phase
<input checked="" type="checkbox"/> PLM_4.3	Yes 90% design	Yes Design-Bid-Build	Yes Single phase
<input checked="" type="checkbox"/> RES_1.0/PLM_5.3	No RES_1.0 design in procurement PLM_5.3 30% design	No Evaluation in early 2020	No Evaluation in early 2020
<input checked="" type="checkbox"/> PLW_1.3	Yes 90% design	Yes Design-Bid-Build	Yes Single phase
<input checked="" type="checkbox"/> PLW_2.0	No 30% design	Yes Design-Bid-Build	No Evaluation in progress
<input checked="" type="checkbox"/> MPE_1.0	No 30% design	Yes Design-Bid-Build	No Evaluation in progress

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Step 3. Project Evaluation

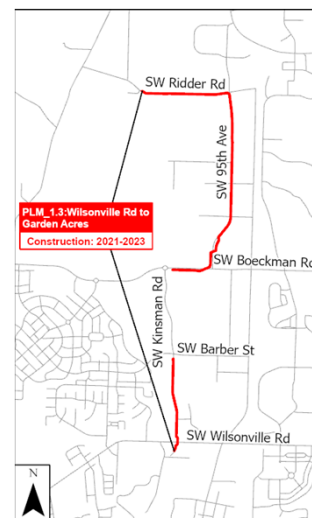
Each project advancing from Step 2 was evaluated for technical and logistical aspects that may benefit from consideration of bidding contractor's technical proposal and additional qualifications

- **Public Disruption/Safety**
 - There are opportunities to propose a work approach that minimizes disruption and/or increases safety for businesses, residents, emergency services, and traveling public
- **Schedule**
 - There are opportunities to propose advantageous alternative schedules
- **Value Engineering**
 - There are opportunities to offer significant value engineering proposals
- **Specialized Expertise**
 - The project requires specialized expertise beyond WWSP's minimum requirements for prequalification (e.g., substantial trenchless work)
- **Technical/Planning Complexity**
 - The project's complexity warrants evaluation and comparison of each contractor's technical approach to executing the work (e.g., substantial trenchless work or traffic management)

PLM_1.3

Best value selection would enable evaluation of:

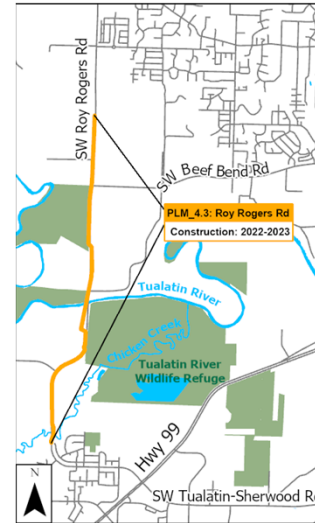
- **Contractor's approach to crossing Wilsonville Road**
 - Traffic control
 - Open cut or trenchless methods
- **Trenchless subcontractor's qualifications (firm and personnel)**
 - Up to two trenchless crossings
- **Contractor's approach to managing groundwater contamination**
- **Contractor's overall approach to traffic control**



PLM_4.3

Best value selection would enable evaluation of:

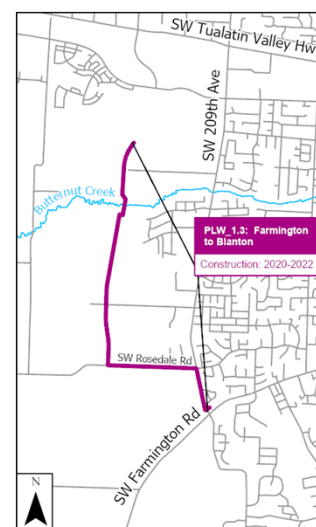
- Contractor's approach to trenchless crossings
 - Tualatin River
 - Chicken Creek
- Trenchless subcontractor's qualifications (firm and personnel)
- Contractor's approach to managing Federal stakeholder coordination



PLW_1.3

Best value selection would enable evaluation of:

- Contractor's approach to complex crossings
 - Butternut Creek (trenchless)
 - SW 209th Ave (open cut)
- Trenchless subcontractor's qualifications (firm and personnel)



Best Value Evaluation Criteria

- The following types of criteria would be used for best value evaluations:
 - Qualitative
 - Project Team Experience and Performance
 - Project Personnel
 - Project Approach
 - Price Proposal
- Relative weighting of criteria would be tailored to the specific requirements of each project and published in the RFP

Notable Risks of Using Best Value Selection

- Additional level of effort for bidders
 - Mitigation: Limit length and complexity of proposals
- Increased potential for protest
 - Mitigation: Public notice of proposed LCRB exemption
 - Mitigation: Pre-bid outreach to contractors to promote awareness
- Potential for higher initial construction contract pricing
 - Mitigation: Apply a high relative weight to price
 - Opportunity: May result in fewer change orders/claims

Exemption Summary

The use of best value selection for construction contractors for PLM_1.3, PLM_4.3, and PLW_1.3:

- Is unlikely to encourage favoritism or reduce competition
- Will likely result in cost savings and other substantial benefits

Recommendation

Consider approving a motion to read by title only a draft resolution declaring an exemption from competitive bidding for a class of pipeline projects and approving the use of best value selection method for construction contractors, receive oral testimony or written comments and direct that the resolution be brought back for a second reading and adoption at the January 9, 2020 Board meeting.

Implementation Steps



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QUESTIONS

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Willamette Water Supply System Commission

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STAFF REPORT

To: WWSS Board of Commissioners

From: David Kraska, P.E., Willamette Water Supply System General Manager

Date: January 9, 2020

Subject: Request to Local Contract Review Board for Exemption from Competitive Bidding for Upcoming Water Transmission Pipeline Projects

Requested Board Action:

Acting as the Local Contract Review Board (LCRB), consider approving a motion for a second reading, by title only, and adoption of a resolution declaring an exemption from competitive bidding for a class of pipeline projects and approving the use of best value selection method for construction contractors, following a hearing of oral testimony or written comments.

Key Concepts:

- The resolution declaring an exemption from competitive bidding under ORS 279C.300 allows the use of best value selection for construction contractors for Willamette Water Supply System projects: PLM_1.3, PLM_4.3, and PLW_1.3.
- These projects are recommended for best value selection based on an evaluation of the remaining construction projects for which the Willamette Water Supply Program (WWSP) will lead the procurement.
- Best value selection would enable consideration of a combination of cost and qualifications specific to each project, including technical approach and specialized expertise relevant to specific project requirements.
- The existing pool of prequalified pipeline contractors would be eligible to submit proposals for these projects.
- The first reading of the resolution, by title only, declaring an exemption from competitive bidding under ORS 279C.300, approval to issue notice of public hearing regarding intent to approve said resolution, and direction to bring the resolution back for a second reading and adoption occurred at the regular Board meeting on December 5, 2019.
- On December 9, 2019, the Local Contract Review Board issued notice of a public hearing to be conducted on January 9, 2020 under ORS 297C.335 to provide opportunity for comments on the Findings as described in Exhibit 1 of the resolution.

Background:

The WWSP currently has six water transmission pipeline construction packages remaining for which it will lead the procurement. The current selection method is low bid to prequalified contractors. Under ORS 279C.300, construction contractors are selected through bidding low bid, open-competitive, or low bid with prequalification, unless an exemption is adopted by the LCRB. The WWSP is seeking approval from the LCRB for a class exemption to use a best value selection for certain construction projects that would enable consideration of total construction cost and non-cost factors such as technical approach and specialized expertise, from prequalified contractors.

Page 2 of 2

January 9, 2020

Request to Local Contract Review Board for Exemption from
Competitive Bidding for Upcoming Water Transmission Pipeline Projects

Budget Impact:

There are no budgetary impacts anticipated from this item.

Staff Contact Information:

David Kraska, P.E., WWSP Program Director; 503-941-4561; david.kraska@tvwd.org

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

Attachments:

1. Proposed Local Contract Review Board resolution
2. Exhibit 1 - Findings for an exemption from competitive bidding for a class of water transmission pipeline projects

RESOLUTION NO. WWSS-01-20

A RESOLUTION BY THE LOCAL CONTRACT REVIEW BOARD DECLARING AN EXEMPTION FROM COMPETITIVE BIDDING FOR CERTAIN WILLAMETTE WATER SUPPLY SYSTEM WATER TRANSMISSION PIPELINE PROJECTS AND APPROVING A BEST VALUE CONSTRUCTION CONTRACTOR SELECTION METHOD

WHEREAS, this matter came before the Board of Commissioners of the Willamette Water Supply System Commission (Commission), acting as the Local Contract Review Board for the Commission; and

WHEREAS, the Commission, formed by the Tualatin Valley Water District, the City of Hillsboro, and the City of Beaverton, has designated Tualatin Valley Water District as its Managing Agency to manage and deliver the Willamette Water Supply System (WWSS) which includes the class of water transmission pipeline projects; and

WHEREAS, the Managing Agency operates the Willamette Water Supply Program (WWSP) to construct the WWSS; and

WHEREAS, the WWSP staff evaluated the remaining water transmission pipeline projects for which WWSP will lead the procurement and determined which projects are best suited for a best value construction contractor selection method; and

WHEREAS, based on WWSP staff's evaluation, best value provides the greatest degree of owner control and enables selection of the best qualified construction contractor for a class of water transmission pipeline contracts consisting of PLM_4.3, PLW_1.3, and PLM_1.3; and

WHEREAS, the WWSP staff developed findings required by ORS 297C.335 for an exemption from competitive bidding for the class of projects, as described in Exhibit 1, attached hereto and incorporated by reference, concluding that the exemption is unlikely to encourage favoritism in the awarding of the contract or substantially diminish competition for the contract and that awarding a contract under the exemption will likely result in cost savings and other substantial benefits; and

WHEREAS, the Local Contract Review Board has noticed a public hearing on December 9, 2019 and conducted a public hearing on January 9, 2020 under ORS 297C.335 to provide opportunity for comments on the Findings as described in Exhibit 1, and being advised,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, THAT:

Section 1: The Commission hereby adopts the Findings attached as Exhibit 1 and grants the exemption from competitive bidding for this class of projects; and

Section 2: The Commission hereby directs and authorizes WWSP staff to take all action to adopt the best value construction contractor selection method for the class of projects.

Approved and adopted at a regular meeting held on the 9th day of January 2020.

James Duggan, Chair

Denny Doyle, Vice Chair

Willamette Water Supply System Commission

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Exhibit 1 to Resolution No. WWSS-01-20

FINDINGS IN SUPPORT OF AN EXEMPTION FROM COMPETITIVE BIDDING

WILLAMETTE WATER SUPPLY SYSTEM

BEST VALUE FOR A CLASS OF WATER TRANSMISSION PIPELINE PROJECTS

I. GENERAL

The Oregon Legislative Assembly encourages public agencies to consider alternative and innovative public improvement contracting methods that take into account other important considerations in addition to low bid. Under ORS 279C.335(2), a local contract review board may exempt certain public improvement contracts or classes of contracts from traditional low bid only competitive bidding by showing that an alternative contracting process is unlikely to encourage favoritism or diminish competition, and that it will result in cost savings and other substantial benefits to the public agency.

For the reasons set forth more fully below, it is recommended that contractors be selected by utilizing the competitive proposal process in accordance with ORS 279C.400 for a class of water transmission pipeline contracts consisting of PLM_4.3, PLW_1.3, and PLM_1.3. The competitive proposal process is advantageous for this class of projects as it allows for consideration of critical factors other than lowest bid price in selecting a contractor. It also allows contractors to customize their proposals to suggest creative and innovative approaches to project execution. The competitive proposal process also provides some degree of flexibility by allowing for negotiations with the contractor in order to obtain the best overall value for the Willamette Water Supply System Commission ("Owner").

II. BACKGROUND

Willamette Water Supply System Commission was formed to develop the Willamette Water Supply System ("WWSS") as a new water source through the work of the Willamette Water Supply Program ("WWSP"). The WWSS is a drinking water infrastructure project that will provide the Owner's members with a seismically resilient water supply to meet future demands and redundancy in case of an emergency event. The WWSS includes more than thirty (30) miles of transmission pipelines from the Willamette River Water Treatment Plant ("WRWTP") in Wilsonville, Oregon north to Tualatin Valley Water District, Hillsboro and Beaverton, Oregon. The WWSS also includes constructing finished water storage tanks (terminal storage), upgrades of the existing raw water facilities at the WRWTP, and a new water treatment plant.

The WWSP will lead the procurement of six construction packages to complete the WWSS. The current delivery method for those construction packages is low bid to prequalified contractors. Under ORS 279C.300, construction contractors are selected through bidding low bid, open-competitive, or low bid with prequalification, unless an exemption is adopted by the Local Contract Review Board ("LCRB").

Unlike the Competitive Bidding process typical to construction projects as defined by ORS 279C.300, selection employing a "best value" process may include other factors in addition to price. Procuring construction contractor services and awarding an agreement based on best value is permissible under ORS Chapter 279C and LCRB rules; however, the exemption process described in ORS 279C.335 must

be completed by the WWSP and approved by the LCRB prior to publishing a Request for Proposals (RFP) using the exempted process. The exemption process can be specific to a single contract or for a class of public improvement contracts (e.g., pipelines).

The remaining construction projects for which WWSP will lead the procurement, were evaluated to determine the recommended selection method. Of these six construction projects, three projects were selected, and have been grouped together here, for the purposes of a class exemption.

The recommended selection method for these projects is best value with prequalification. While prequalification assures firms have met minimum standards, some of these firms and their subcontractors may be better suited for each project, as further described below.

III. EVALUATION AND BASIS FOR SELECTION

Each of the six remaining WWSP-procured construction projects were evaluated for technical and logistical aspects that may benefit from consideration of bidding contractor's technical proposal and additional qualifications. This evaluation considered the following questions for project-specific elements:

- Public Benefits – Are there opportunities to propose a work approach that minimizes disruption and/or increases safety for businesses, residents, emergency services, and the traveling public?
- Schedule – Are there opportunities to propose advantageous alternate schedules?
- Value Engineering – Are there opportunities to offer significant value engineering proposals?
- Specialized Expertise – Does the project require specialized expertise beyond WWSP's minimum requirements for prequalification (e.g., substantial trenchless work)?
- Technical/planning complexity – Does the project's complexity warrant evaluation and comparison of each contractor's technical approach to executing the work (e.g., substantial trenchless work or traffic management)?

For the selected projects, evaluating the contractors' responses to technical and logistical aspects such as the trenchless subcontractor's qualifications, approach to managing groundwater contamination, and/or value engineering ideas are advantages provided by a best value approach. Some of the main drivers to utilize a best value selection for PLM_1.3 are that it would enable evaluation of a contractor's approach to crossing Wilsonville Road, including evaluation of traffic control and pipe installation methods that could prove beneficial to the schedule, traffic impacts, and local business impacts, and an evaluation of the contractor's approach to concrete road panel demolition and replacement. For PLM_4.3, a best value selection would enable an evaluation that includes a contractor's approach to trenchless crossings of the Tualatin River and Chicken Creek, including environmental and permit compliance approach, and an evaluation of tunneling contractors (not pre-qualified). For PLW_1.3, a best value selection would enable an evaluation that includes a contractor's approach to complex crossings of Butternut Creek (trenchless) and SW 209th Avenue (trenchless or open cut), and an evaluation of proposed tunneling contractors (not prequalified).

Using best value, contractors are evaluated on both price and qualitative criteria such as project team experience and performance, safety records, project personnel, and overall project approach.

Relative weighting of criteria would be tailored to the specific requirements of each project and published in the RFP.

For the other three WWSP-procured projects, it was determined that the design had not sufficiently advanced to understand the construction details. A decision on contractor selection method for the remaining construction projects has been deferred until design is advanced enough to evaluate whether or not a best value approach is recommended for those projects as well.

IV. LOCAL CONTRACT REVIEW BOARD (LCRB)

ORS 279C.335(1) requires, with certain exceptions, that all public contracts be based on competitive bidding and, under ORS 279C.375, be awarded to the lowest responsive and responsible bidder. ORS 279C.335(2) permits an exemption from this general requirement pending approval from a local contract review board. An exemption may be granted for a public improvement project or a class of public improvement contracts if the conditions described in ORS 279C.335(2) are met. The findings in this document demonstrate that those conditions are met and that the projects may be delivered through the “class special procurement” approach.

A class special procurement is a contracting procedure that allows for a Public Contract to be entered using alternative procurement methods rather than through a competitive bidding process.

This request is for approval to utilize a best value selection method for a class of construction projects.

To seek approval of a special procurement, a written request must be submitted to the WWSS Commission that describes the proposed contracting procedure and the circumstances that justify the use of a special procurement, whereby the special procurement is unlikely to encourage favoritism in the awarding of a public contract or substantially diminish competition. An exemption must also show that awarding the exemption will likely result in substantial cost savings or other substantial benefits. The following section presents WWSP staff findings relative to each of the factors required to be addressed by ORS 279C.335.

V. FINDINGS REGARDING COMPETITION

ORS 279C.335(2) requires that an agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279C.335(2)(a) requires an agency to find that: *“It is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts.”*

Favoritism will not play a role in the selection of contractors. The selection will be based on a fair and unbiased process. Proposals will be evaluated based on clearly stated criteria that are not tailored to any specific contractor. A team of appointed WWSP, Tualatin Valley Water District, Hillsboro, and/or Beaverton staff will perform the evaluation. All qualified firms will be able to participate in the bidding.

Prequalified contractors will be selected through a competitive proposal process. No reduction in competition is expected since the proposed process is open to the same prequalified contractors as the current low bid method. WWSP recently solicited statements of qualification from interested contractors and updated its prequalified list to include a large pool of contractors, both local and national.

To mitigate the risk that prequalified contractors prefer the traditional low bid method and will not bid on a best value solicitation, WWSP will give public notice of the proposed LCRB exemption, conduct pre-bid outreach to contractors to promote awareness to the prequalified contractors, and emphasize the transparency in the selection process.

VI. FINDINGS REGARDING COST SAVINGS AND OTHER SUBSTANTIAL BENEFITS

ORS 279C.335(2) requires that a public agency make certain findings as part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279C.335(2)(b) requires an agency to find that: “Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency or the state agency that seeks the exemption.”

In addition to the findings above, the selection of qualified contractors possessing the required experience and expertise is expected to result in overall cost savings to the Owner. Selecting the best contractor with an innovative approach to the project should optimize the construction and minimize challenges. WWSP has experience using the best value process for other contracts and has been able to achieve increased benefits and reduced risk from that process. Selecting the highest-scoring contractor should result in fewer change orders and claims. Selection considering the proposer’s key staff is expected to lead to more collaboration, which minimizes challenges and enables a focus on value engineering. Selecting the highest-scoring contractor provides the best overall value.

VII. FINDINGS REGARDING EXEMPTION FOR A CLASS OF PUBLIC IMPROVEMENT CONTRACTS

In making findings to support an exemption for a class of public improvement contracts, the contracting agency or state agency shall clearly identify the class using the class’s defining characteristics. The characteristics must include a combination of project descriptions or locations, time periods, contract values, methods of procurement or other factors that distinguish the limit and related class of public improvement contracts from the agency’s overall construction program.

PLM_4.3, PLW_1.3, and PLM_1.3 are all pipeline segments of the WWSS. The WWSS includes more than 30 miles of transmission pipelines, ranging from 48-inches to 66-inches in diameter from an intake at the Willamette River Water Treatment Plant (WRWTP) in Wilsonville, Oregon, north to Tualatin Valley Water District, Hillsboro, and Beaverton, Oregon.

VIII. CONCLUSION

In accordance with ORS Chapter 279C, an exemption from competitive bidding for a class of public improvement contracts and approval of a best value construction selection method will allow for the evaluation of contractors using price and technical factors with relative weighting of criteria tailored to the specific requirements. Using prequalified contractors, with experience best suited for each project based on specific criteria provides many benefits. The use of a competitive proposal process will not diminish competition or result in favoritism or increased cost. Additionally, this approach is expected to contribute to public benefit including minimized disruption to businesses, residents, emergency services, and traveling public.

STAFF REPORT

To: WWSS Board of Commissioners

From: David Kraska, P.E., Willamette Water Supply System General Manager

Date: January 9, 2020

Subject: DEA Contract No. 2016-320 Amendment #24 Approval

Requested Board Action:

Consider approving a change order in the amount of \$2,089,829 and extending the contract term through February 28, 2021 to the David Evans and Associates (DEA) contract to continue to provide regulatory permitting and related consulting services for the Willamette Water Supply Program (WWSP).

Key Concepts:

- Implementation of the program requires assistance of consultants with expertise in environmental and land use permit application and compliance.
- The proposed DEA staff provide the extensive experience in wetlands, cultural resources, hazardous materials assessments, and endangered species survey work needed to secure permits.
- Extending this contract maintains continuity of permitting application and compliance services through February 2021.
- The proposed budget of \$2,589,829 includes approximately \$500,000 for deferred work from the existing contract scope and \$2,089,829 for continuing and additional work.

Background:

DEA was selected, through a competitive process, to provide the WWSP with professional permitting services. The permitting services contract was approved and awarded in October 2015, with an initial two-year scope of work and a total term of twelve years in possible extensions. In 2017, the contract was extended through 2019.

A summary of the work performed to date is as follows:

- 2016-2018:
 - Assistance with preliminary design and application/securing of system-wide permits from the US Army Corps of Engineers (USACE) and Oregon Department of State Lands (DSL), including Endangered Species Act consultation, which required modeling to determine the withdrawal impact on the Willamette River; and National Historic Preservation Act consultation, which required the development of a Programmatic Agreement and cultural resources sensitivity modeling
 - Preparation of the WWSP Land Use Strategy, which includes strategies on schedule and packaging of the land use applications by local jurisdictions

- 2019:
 - Continuing support during design and initiating construction compliance support
 - Acquiring multiple land use permits, including two major permits for the Raw Water Facilities (RWF_1.0) and Reservoir (RES_1.0) projects
 - Preparing a permit modification strategy and securing multiple USACE/DSL permit modifications
 - Researching, documenting, and supporting acquisition of preconstruction permits for multiple projects

The scope of work for the proposed 14-month extension (January 15, 2020 through February 28, 2021) includes ongoing support similar to that provided in 2019. Notable differences in 2020 include:

- Adding design support for new work package (RES_1.0)
- Adding construction compliance activities for new work packages (PLW_2.0, RWF_1.0, PLW 1.3, PLM 4.1)
- Securing a major USACE/DSL permit modification for MPE_1.0
- Completing multiple modifications to the Clean Water Services (CWS) Service Provider Letter (SPL)
- Acquiring a major land use permit for WTP_1.0
- Providing technical support from Geosyntec Consultants for finalizing the Thermal Trading Plan with Oregon Department of Environmental Quality. Previously, Geosyntec was separately contracted by WWSS, while DEA provided coordination and minor technical support. In 2020, Geosyntec will be a subconsultant to DEA
- Providing annual reporting for various permits beginning in 2020
- Completing all field work and most reporting associated with cultural resources and hazardous materials

The proposed contract extension includes a budget of \$2,589,829. Included in this budget is \$500,000 of reallocated funds that are projected to remain on January 15, 2020. These funds were primarily budgeted for work that will be completed in 2020 in advance of several work packages entering construction, including: cultural resource field surveys, testing, and reporting; as well as hazardous materials evaluations. This work has been deferred to accommodate adjustments to work package design schedules and priorities. The remaining \$2,089,829 of the extension budget includes continuing support for design and construction activities, as well as additional costs associated primarily with the following activities:

- Design support for RES_1.0. *Approximately \$65,000.*
- Construction compliance activities for work packages entering construction: PLW_2.0, RWF_1.0, PLW 1.3, PLM 4.1. *Approximately \$241,000.*
- Technical support from Geosyntec Consultants for finalizing the Thermal Trading Plan with Oregon Department of Environmental Quality. *Approximately \$77,000.*

Beyond February 2021, the budget for permitting services is expected to begin to decrease significantly. As design and construction is completed on various projects, the level of effort required by DEA will also decrease. Efforts associated with cultural resources, hazardous materials, and land use – which are anticipated to peak in 2020 – will be largely complete by February 2021. Design support will also be largely

complete by February 2021. Major permit modifications are expected to be completed after fiscal year 2022, with subsequent permitting support services focusing on construction compliance and reporting through 2026.

Budget Impact:

The proposed amendment would increase the total contract value to \$7,109,858.37 as shown in the table below.

Initial Contract Value	\$589,896
Amendments 1 through 23	\$4,430,133.37
Current Contract Value	\$5,020,029.37
Projected Unspent Balance from Current Contract	\$500,000
Proposed Amendment 24	\$2,089,829
Proposed Contract Value	\$7,109,858.37

Staff Contact Information:

Christina Walter, Permitting and Outreach Manager; (503) 840-3830; christina.walter@tvwd.org

Attachments:

Exhibit A: Statement of Work

Exhibit B: Consultant Fee and Rate Schedule

Willamette Water Supply System Commission

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EXHIBIT A – STATEMENT OF WORK (SOW)
Willamette Water Supply Program
Program Regulatory Permitting and Related Consulting Services

Introduction

The Willamette Water Supply System (WWSS) Commission ("Owner"), is contracting with David Evans and Associates, Inc. ("Consultant") to provide regulatory permitting and related consulting services for the Willamette Water Supply Program ("WWSP" or "Program") as described herein.

Ms. Christina Walter has been designated as the Owner's Representative for this Agreement. Ms. Walter may be reached by phone at 503-540-3830 or by email at christina.walter@tvwd.org.

Background

The WWSS Commission is an Oregon intergovernmental entity formed by Tualatin Valley Water District (TVWD), the City of Hillsboro (Hillsboro), and the City of Beaverton (Beaverton). The WWSS Commission was formed to build the Willamette Water Supply System (WWSS) in response to planned growth in their service areas. The WWSS will provide an additional, resilient water supply for Washington County.

TVWD has been designated the Managing Agency for the WWSS Commission, and TVWD operates the Willamette Water Supply Program (WWSP) to plan, design, and construct the WWSS.

The WWSS is a drinking water infrastructure system that will provide the Owner with a seismically resilient water supply, designed to meet future demand and provide redundancy in case of an emergency event. The WWSS includes more than thirty (30) miles of transmission pipelines, ranging from 36 inches to 66 inches in diameter from the Willamette River Water Treatment Plant ("WRWTP") in Wilsonville, Oregon, north to the TVWD, Hillsboro and Beaverton service areas. The WWSS also includes the construction of finished water storage tanks (terminal storage), a new water treatment plant (WTP), and an expansion of the existing WRWTP raw water facilities (RWF). Additional background and information can be found at www.ourreliablewater.org.

The WWSS is divided into work packages for design, construction, sequencing and management purposes. Some work packages are anticipated to be constructed in partnership with another agency or jurisdiction (e.g., roadway improvement projects by Washington County). In these instances, the partner agency administers the prime construction contract. Such projects are referred to as "opportunity projects." For the purposes of developing this Statement of Work and associated not-to-exceed budget, a WWSP design and construction schedule is provided in Attachment 2 and generalized work package descriptions are provided as follows:

- RWF_1.0: The RWF site is located on two parcels within the City of Wilsonville at the existing WRWTP. RWF_1.0 includes modifications to the existing intake facility and pump station, seismic modifications to the Willamette riverbank, construction of a new electrical building and a trenchless crossing of Arrowhead Creek. This work package is not an opportunity project.
- WTP_1.0: The WTP site is located on a recently annexed parcel in the City of Sherwood, Washington County. The WTP_1.0 work package will include the construction of a new WTP and associated facilities on a previously undeveloped parcel. This work package is not an opportunity project.

EXHIBIT A – STATEMENT OF WORK (SOW)
Willamette Water Supply Program
Program Regulatory Permitting and Related Consulting Services

- RES_1.0: The Reservoir site is located in unincorporated Washington County. The RES_1.0 work package includes the construction of two new terminal storage reservoirs on one property, and the use of a neighboring property as a staging area for construction. This work package is not an opportunity project.
- PLM_1.0: The Pipeline Main (PLM)_1.0 work package extends from RWF_1.0 on the east side of Arrowhead Creek in Wilsonville to north of Day Road in unincorporated Washington County. This work package is sub-divided into three work packages as follows:
 - PLM_1.1 extends from the north end of RWF_1.0 on the east side of Arrowhead Creek along Kinsman Road, south of the intersection with Wilsonville Road. It includes an open-trench crossing of Coffee Lake Creek south of Wilsonville Road. This work package is not an opportunity project.
 - PLM_1.2 extends from Ridder Road, just east of the intersection with Garden Acres Road in Wilsonville, to north of Day Road in unincorporated Washington County. With the exception of a trenchless crossing of Day Road, PLM_1.2 will be constructed as an opportunity project with the City of Wilsonville's expansion of Garden Acres Road. The WWSP will obtain all permits associated with the construction of the Day Road crossing.
 - PLM_1.3 follows Kinsman Road from just south of Wilsonville Road to Barber Road (the southern extent of PLM_2.0), and from Boeckman Road (the northern limit of PLM_2.0) to Ridder Road, just south of the intersection with Garden Acres Road (the southern extent of PLM_1.2). It includes a trenchless crossing of Wilsonville Road, as well as a crossing of Tapman Creek in the developed right-of-way on SW Ridder Road. This work package is not an opportunity project.
- PLM_2.0: The PLM_2.0 work package extends from Barber Road to Boeckman Road in Wilsonville. Construction of this work package was completed in the spring of 2019.
- PLM_3.0: The PLM_3.0 work package extends from SW Grahams Ferry Road just north of SW Day Road (the northern limit of PLM_1.2) to SW Tualatin-Sherwood Road (the eastern limit of PLM_4.2) in unincorporated Washington County. Construction of this work package was completed in the summer of 2019.
- PLM_4.0: The PLM_4.0 work package extends from SW 124th Avenue at Tualatin-Sherwood Road (the northern limit of PLM_3.0) to the Urban Growth Boundary on SW Roy Rogers Road, just north of SW Beef Bend Road (the southern limit of PLM_5.0). This work package is sub-divided into four work packages as follows:
 - PLM_4.1 extends from SW Tualatin-Sherwood Road at SW Olds Place to SW Lavender Avenue. This work package is an opportunity project to be constructed in partnership with Washington County's roadway improvements along SW Tualatin-Sherwood Road.
 - PLM_4.2 extends from SW Tualatin-Sherwood Road at SW 124th Avenue (the northern limit of PLM_3.0) to SW Tualatin-Sherwood Road at SW Olds Place. It includes a crossing of Rock Creek in the developed right-of-way. This work package is an opportunity project to be constructed in partnership with Washington County's roadway improvements along SW Tualatin Sherwood Road.

EXHIBIT A – STATEMENT OF WORK (SOW)
Willamette Water Supply Program
Program Regulatory Permitting and Related Consulting Services

- PLM_4.3 extends from SW Roy Rogers Road, just south of Chicken Creek at the Sherwood city limits) to the Urban Growth Boundary on SW Roy Rogers Road, just north of SW Beef Bend Road (the southern limit of PLM_5.0). It includes trenchless crossings of Chicken Creek and the Tualatin River, and an open-trench crossing of an unnamed drainage north of SW Beef Bend Road. This work package is not an opportunity project.
- PLM_4.4 extends from SW Roy Rogers Road at SW Lavender Avenue to just south of Chicken Creek. This work package is an opportunity project to be constructed in partnership with Washington County's roadway improvements along SW Roy Rogers Road.
- PLM_5.0: The PLM_5.0 work package extends from the Urban Growth Boundary on SW Roy Rogers Road (the northern limit of PLM_4.0) in Tigard to SW Rosedale Road at the intersection with the future SW Cornelius Pass Road in unincorporated Washington County. This work package is sub-divided into three work packages as follows:
 - PLM_5.1 extends from the Urban Growth Boundary on SW Roy Rogers Road (the northern limit of PLM_4.0) to SW Scholls Ferry Road, just west of the intersection with Roy Rogers Road. It includes the crossing of an unnamed drainage in the developed right-of-way, and a trenchless crossing of the creek south of SW Scholls Ferry Road. This work package is an opportunity project to be constructed in partnership with Washington County's roadway improvements along SW Roy Rogers Road.
 - PLM_5.2 extends from SW Scholls Ferry Road, just west of the intersection with SW Roy Rogers Road to SW Tile Flat Road at SW Grabhorn Road. It is located within Tigard, Beaverton, and unincorporated Washington County. It includes a trenchless crossing of the unnamed creek on SW Scholls Ferry Road at Strobel Road. This work package is not an opportunity project, with the exception of the creek crossings at Strobel Road, which was constructed in partnership with West Hills Development.
 - PLM_5.3 extends along SW Grabhorn Road at SW Tile Flat Road, cross country along private property from SW Grabhorn Road to SW Clark Hill Road, along SW Clark Hill Road to SW Farmington Road, and cross country along private property to SW Rosedale Road at the intersection with the future SW Cornelius Pass Road. It is located within unincorporated Washington County and includes open trench crossings of McKernan Creek and several unnamed seasonal drainages along SW Grabhorn Road, near SW Clark Hill Road, and north of SW Farmington Road. This work package is not an opportunity project.
- PLW_1.0: The Pipeline West (PLW)_1.0 work package extends along the future alignment of SW Cornelius Pass Road at the intersection with SW Rosedale Road (the northern extent of PLM_5.0) to just south of the intersection with Tualatin Valley Highway, within portions of unincorporated Washington County and Hillsboro. From there, the work package follows the existing Cornelius Pass Road to the north side of the intersection with SE Frances Street (the southern limit of PLW_2.0) in Hillsboro. This work package is sub-divided into three work packages as follows:
 - PLW_1.1 extends along existing and future SW Cornelius Pass Road for an approximately 5,000 foot section south of the intersection with SW Tualatin Valley Highway to just north

EXHIBIT A – STATEMENT OF WORK (SOW)
Willamette Water Supply Program
Program Regulatory Permitting and Related Consulting Services

of SW Tualatin Valley Highway in Hillsboro. Construction of this work package was completed in 2019.

- PLW_1.2 extends along the existing SW Cornelius Pass Road from the north side of the intersection with SW Tualatin Valley Highway to the north side of the intersection with SE Frances Street (the southern limit of PLW_2.0) in Hillsboro. It includes a crossing of Reedville Creek in the right-of-way. This work package is an opportunity project, and will be constructed in partnership with Washington County.
- PLW_1.3 extends along the future SW Cornelius Pass Road from SW Rosedale Road to SW Kinnaman Road. This work package also includes an extension of pipeline along SW Rosedale and SW Farmington Roads to connect to an existing TVWD vault at the intersection of SW 209th Avenue and SW Farmington Road. This work package is located in within Hillsboro and unincorporated Washington County. It includes open-trench crossings of an unnamed seasonal drainage north of Rosedale Road and an unnamed tributary to Butternut Creek, and a trenchless crossing of Butternut Creek. This work package is not an opportunity project.
- PLW_2.0: The PLW_2.0 work package extends along SW Cornelius Pass Road north of the intersection with SE Frances Street (the northern limit of PLW_1.0) and ties in to an existing TVWD facility just south of Highway 26. This work package includes modifications to the existing TVWD facility. PLW_2.0 is located within Hillsboro and unincorporated Washington County. The work package includes an open-trench crossing of Rock Creek and an open-trench crossing of Beaverton Creek. While not an opportunity project, this work package also includes the construction of a parallel water distribution line for Hillsboro.
- MPE_1.0: The Metzger Pipeline East (MPE)_1.0 work package extends northeast along SW Scholls Ferry Road from the intersection with SW Roy Rogers Road SW Allen Boulevard, and along SW Allen Boulevard to SW Western Avenue, tying in to existing TVWD transmission lines on SW Hall Boulevard near SW Oleson Road and at the intersection of SW Western Avenue and SW Beaverton-Hillsdale Highway. It is located in Beaverton, Tigard, and unincorporated Washington County. This work package includes two trenchless crossings of Fanno Creek. In addition to the WWSS pipeline, this work package will include the construction of a parallel water distribution pipeline for the City of Beaverton. This work package may be delivered in up to four work packages.

EXHIBIT A – STATEMENT OF WORK (SOW)
Willamette Water Supply Program
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Statement of Work

General Assumptions

- Assumes a 14-month duration from January 1, 2020 through February 28, 2021
- Contract is based on a Not to Exceed (NTE) value. Consultant shall manage and allocate task and sub-task budgets according to the needs of the Project, so long as the total amount invoiced to Owner does not exceed the NTE
- The following Statement of Work identifies exclusions and assumptions to which Consultant has relied in determining Consultant's effort, scope, fee and schedule for the project. Consultant and Owner agree to renegotiate these terms in the event an assumption or exclusion becomes invalid.
- Owner will obtain site access as needed for Consultant to execute Statement of Work
- Consultant is responsible for providing the necessary labor, equipment, and materials to perform the Work described herein in accordance with the Agreement and Work Authorization Forms. Consultant shall not utilize the services of a subconsultant without prior approval of the Owner.
- Consultant shall be responsible for maintaining a Health and Safety Plan for Owner's review and acceptance and meeting all applicable OSHA safety standards.
- Consultant shall perform its services to facilitate issuance of required permits and permit modifications to allow WWSS construction to proceed as scheduled, inform Owner of risks to timely permit/modification issuance, and present Owner with strategies to avoid, minimize, or mitigate those risks
- Unless stated otherwise, deliverables under this contract shall include one (1) draft deliverable, one (1) final deliverable, and one (1) consolidated set of responses to comments provided by Owner, if any.
- Unless stated otherwise, deliverables provided to permitting agencies shall include one (1) draft and one (1) final deliverable to the Owner, followed by one (1) draft deliverable to the agencies, revised as requested by the agency.
- Final deliverables will be submitted within two (2) weeks of receiving consolidated Owners' comments unless a deliverable-specific turnaround time is specified by Owner.
- Consultant shall provide all deliverables via e-Builder unless specifically directed otherwise by Owner for specified deliverables.
- Owner shall be responsible for providing application submittal, renewal and other permit-related fees.
- Owner shall obtain the necessary signatures for all permit application submittals.
- Consultant shall provide Owner with a complete, written inventory of information needs, within any format or formatting requirements, for each permit for which the Consultant is preparing an application.
- The Project Manager shall be responsible for managing Consultant staff and subconsultants, ensuring the performance of internal quality control ("QC") on all draft and final deliverables prior to submittal to Owners, and act as the primary Consultant point of contact.

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- Consultant shall contact Owner's work package construction manager prior to entering a work package construction site.
- Consultant shall maintain GIS databases and ArcGIS Online (AGOL) mapping programs with the latest publicly available information and update the mapping programs regularly with the latest available design information for the WWSP.
- Consultant shall maintain an AGOL mapping program separate, but compatible with, the WWSP-maintained AGOL program.
- Consultant's personnel listed below are considered essential to the Work being performed hereunder. No substitution of key personnel or subconsultants shall be made by Consultant without written consent from the Owner. Owner reserve the right to require replacement of key personnel at the sole discretion of Owner.

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Name	Title
Jennifer Miller	Principal in Charge
Sarah Betz	Project Manager
Shawna Hale	Deputy Project Manager
Ethan Rosenthal	Joint Removal-Fill Permit Lead
Kristine Marshall	Endangered Species Act Lead / Environmental Compliance Lead
John Macklin	Work Package Permitting Liaison
Phil Rickus	Wetland Delineation Lead; Work Package Permitting Liaison
Valerie Thompson	Work Package Permitting Liaison
Suzanne Carey	Environmental Compliance Lead
Maha Nusrat Guliani	Work Package Permitting Liaison
Joe Dills	Land Use Lead, APG
Shayna Rehberg	Senior Planner, APG
Brad Bowden	Cultural Resource Lead, HRA
Cathy Bialas	Project Archaeologist, HRA
James Farrow	Hazardous Materials Lead, Terraphase
Rob Annear	Thermal Trading Plan Lead, Geosyntec
Jacob Krall	Thermal Trading Plan Lead, Geosyntec

1. Project Administration and Meetings

1.1 Project Administration

Consultant shall provide project management, coordination, and contract administration tasks relative to the execution of the Work described herein. Consultant shall assign a qualified Project Manager to manage the delivery of all services, tasks, and deliverables; oversee adherence to the Statement of Work; and manage to the established budget and schedule.

Schedule

One (1) Consultant team member shall coordinate internally with the Consultant work package and discipline leads on a monthly basis to compile permitting-related schedule updates. Consultant shall then coordinate with the WWSP's scheduler to provide permitting-related schedule updates for incorporation into the WWSP's program-wide master schedule.

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Consultant shall maintain a program-level construction compliance schedule, which will be updated regularly based on updates to the WWSP's master program schedule and the timing of permit approvals, construction notice to proceed (NTP), etc.

Invoicing

Consultant shall prepare and submit monthly payment applications via e-Builder. Monthly payment applications shall be submitted by the 10th day of each month and include a completed monthly progress report. The monthly report shall summarize the work accomplished under each task and subtask for the invoice period, summarize the work anticipated in the subsequent month, and identify any work execution challenges or potential contractual changes.

Meetings

Consultant shall attend and participate in weekly program design meetings and bi-weekly permitting meetings in person or by telephone. Weekly design meetings and bi-weekly permitting meetings will be held at the WWSP Program office in Beaverton unless otherwise noted. Consultant shall prepare and submit an agenda for the bi-weekly permitting meetings at least one (1) business day prior to the meeting. Consultant shall take meeting notes and submit them to the Permitting Team, if requested. Attendees shall include the Consultant's Project Manager and/or Deputy Project Manager and other staff as deemed necessary by Owner.

Consultant shall attend other WWSP meetings and workshops as requested by Owner. Examples of other WWSP meetings could include, but are not limited to, quarterly Functional Manager risk review meetings, monthly safety meetings, Program-level construction-related workshops and Program-wide scheduling meetings. Required attendees shall be included in the request by Owner. Attendance at project-specific design and construction meetings is included in appropriate project tasks below.

Task 1.0 Assumptions

- Project administration is related to program-wide contract administration and quality control. Management, quality control and coordination related to technical tasks is not included in Task 1 but is included in Tasks 12 through 21.
- A total of 31 bi-weekly permitting meetings with no more than two (2) Consultant team members attending each meeting
- A total of 60 weekly design meetings with no more than one (1) Consultant team member attending each meeting
- A total of 24 other WWSP meetings, with no more than two (2) Consultant team members attending each meeting.

2. Task Closed

EXHIBIT A – STATEMENT OF WORK (SOW)
Willamette Water Supply Program
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3. Program-Level Permitting Support

3.1 – 3.8.1: Tasks Closed

3.8.2 Environmental Authorization Coordination

Consultant shall facilitate implementation of program-level environmental permits and authorizations and compliance with permit conditions. Consultant shall prepare and facilitate approval of modifications to existing permits and authorizations resulting from changes in design. Consultant shall coordinate with USACE, USFWS, DSL, DEQ, NMFS, SHPO, ODFW, CWS, Oregon State Parks, local jurisdictions and other resource agencies, as needed, to advance permit modification approvals, clarify permit requirements, comply with permit conditions and respond to comments and/or questions. Consultant shall prepare annual reports for submittal to applicable agencies to document project construction for the year and demonstrate compliance with permit conditions.

Task 3.8.5 Thermal Trading Plan

Consultant shall coordinate with DEQ to facilitate agency approval of a Thermal Trading Plan (TTP), as required by the Project's 401 Water Quality Certification issued by DEQ. Consultant shall update the Thermal Trading Plan, as necessary, based on requests from DEQ and in response to public comments.

Consultant shall coordinate with Oregon State Parks and its consultant team to implement the WWSP's Thermal Trading Plan approach for the Molalla State Park Restoration Project, including calculation and documentation of riparian shading credits associated with the project.

Activities may include, but are not limited to:

- Meetings and coordination with Owner, Consultant team, stakeholders and agencies
- Site visits
- Finalization of a revised TTP
- Additional analysis and modeling associated with responses to public comment on the TTP
- Riparian Shading Credit Modeling and Documentation, including the following activities:
 - In collaboration with Wolf Water Resources, develop the inputs to model for the current conditions scenario in DEQ's Shade-a-Lator model to establish the baseline for credit calculations.
 - Implement several potential future conditions scenarios based on alternative restoration strategies in the Shade-a-Lator model to estimate credits that will be obtained upon completion of the restoration project.
- Support for potential fish habitat modeling to quantify credits not based on riparian shading.

Task 3.8 Assumptions

- Includes up to six (6) site visits by up to two (2) Consultant team members to evaluate on-site conditions

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3.9 Permit Tracking and Reporting

Consultant shall support the WWSP in maintaining the Permitting Conditions database by identifying required permits for the WWSP and each work package, including the permit name and type, permitting agency, project applicability, permit conditions and permit reporting requirements. Permits incorporated into the databases include those pertaining to natural resources, cultural resources, land use and pre-construction approvals. Consultant shall complete an update of the information within the databases each month via e-Builder or spreadsheet as requested by Owner, and as new permits for the WWSP are obtained.

Consultant shall support the WWSP in maintaining other Program-wide databases and tracking tools, as requested by Owner.

Consultant shall maintain and update construction compliance forms, such as the environmental compliance site visit form to maintain consistency with WWSP practices and project needs. Consultant shall also maintain a construction-related action item tracking list, which will be provided to Owner upon request.

Work Package-Specific Tasks

Task 12 through Task 22 are work package-specific and address the permitting-related work necessary to facilitate design and construction of each work package. Each work package requires similar efforts, categorized by a subtask for Meetings and Workshops, followed by subtasks specific to Design Support and Environmental Construction Compliance for each construction package. These subtasks are described below and these descriptions are then referenced within each work package, with any exceptions or additions noted.

Subtask 1 – Meetings and Workshops

Consultant shall attend work package-specific meetings and workshops, with required attendees included in a request by Owner. Meetings and workshops may include, but are not limited to:

- Bi-weekly design coordination meetings
- Public meetings/hearings
- Work package-specific meetings with regulatory agencies
- Work package-specific permitting meetings related to:
 - Natural resources
 - Land use
 - Cultural Resources
 - Hazardous Materials
 - Permit requirements or permit compliance
- Design questions
- Alternative evaluations

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Subtask 2 – Design Support and Construction Compliance

Consultant shall provide design-related technical and permitting support specific to each of the construction packages within a work package. This task is intended to address work package-specific services during the design and construction phases. Services shall be provided as requested by Owner and may include, but are not limited to:

Design Phase

- Design-related correspondence with the WWSP and its design consultants, including responding to design-related inquiries
- Identifying and gathering technical and design-related information
- Support for real estate processes
- Natural resources surveys and reporting, including wetland delineations, ESA clearance surveys, significant resource area assessments and tree surveys and assessments
- Compliance with state and federal cultural resources permits and Programmatic Agreement (PA) Cultural resources surveys and reporting, in compliance with state and federal cultural resources permits and the WWSP's Programmatic Agreement with USACE and SHPO. Surveys and reporting include, but are not limited to:
 - Pedestrian, shovel and architectural surveys, as well as geoarchaeological deep testing at trenchless crossing locations (for specific work packages with trenchless crossings)
 - Preparation and submittal of survey reports to USACE and SHPO
 - Preparation, submittal and renewal of survey permits on public properties
 - Updates to Consultant's cultural resources sensitivity model and AGOL mapping database
- Preparation and submittal of land use applications including development of natural resource reports, Drainage Hazard Area evaluations, land use application narratives, and coordination with the WWSP and Design Consultant on the preparation of application exhibits. Land use permitting efforts also include, but are not limited to:
 - Research on code requirements by jurisdiction
 - Coordination with local agency planning staff and facilitation of pre-application conferences and community/agency outreach
 - Preparation of land use application checklists, schedules and responses to information requests from Owner, Design Consultant and/or local agencies
 - Preparation of supplemental application materials and responses to completeness reviews
 - Review of agency staff reports and draft conditions of approval
 - Preparation for and participation in public hearings
- Evaluation of potential hazardous materials within and adjacent to the WWSP project footprint. Evaluations may include, but are not limited to:
 - Hazardous materials assessments of recognized environmental conditions (RECs)
 - Preparation of Level 1 and/or Phase 1 Environmental Site Assessments
 - Preparation of Phase 2 Environmental Site Assessments, including the collection and analysis of soil and/or groundwater samples

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- Preparation of Soil Management Plans
- Tree surveys and reporting in support of, but not limited to, the following:
 - Land use applications
 - Pipeline alignment evaluations
 - Property owner negotiations
 - Tree donation coordination
- Site visits with WWSP staff and/or agency representatives
- Obtaining environmental clearances for design activities, such as migratory bird nesting surveys and geotechnical surveys
- Review of Design Consultant submittals, including:
 - 30, 60, 90 and 100% design plans (or alternate work package-specific design milestones such as 50, 70, 90 and 100%)
 - Work package-specific environmental specifications
 - Site restoration, erosion and sediment control, grading, and water diversion plans
 - Value Engineering and Constructability evaluations
- Preparation for and attendance at design and construction-related workshops
- Facilitation of agency design reviews, such as USACE review of final restoration plans for stream crossings and ODFW review of final water diversion/fish passage plans
- Preparation of pre-construction permitting memos to identify the pre-construction permits required for each construction package, including submittal requirements, agency review timelines and application fees
- Review of Design Consultant and Contractor pre-construction permit applications
- Bi-weekly updates to the Master Permit Tracking Log via e-Builder in advance of work package-specific design progress meetings
- Coordination with Bonneville Power Administration (BPA), WWSP and the Design Consultant to secure land use agreements for BPA transmission line crossings, including scheduling and tracking, and application review
- Preparation of alternative evaluations for design and alignment options, and participation in the ranking and selection of alternatives
- Preparation and submittal of work package-specific permit modification requests to applicable permitting agencies, as defined in the WWSP's Permit Modification Strategy
- Maintaining contact with regulatory agencies to facilitate timely responses

Construction Phase

- Participation in weekly construction coordination meetings
- Facilitation of compliance with environmental, cultural resources, land use and pre-construction permits
- Acquisition of construction-related authorizations, such as in-water work extensions and modifications to pre-construction and construction-related authorizations
- Support and confirmation of permit closeout and compliance obligations, including erosion control monitoring, site restoration and post-construction monitoring and reporting

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- Preparation and maintenance of a construction site access schedule
- Review of Contractor submittals, including, but not limited to:
 - Construction Management Plan
 - Project Permitting Plan
 - Erosion and Sediment Control Plan
 - Construction Bypass Plan
 - Dewatering Plan
 - Work Area Isolation Plan
 - Pollution Control Plan
- Identification of technical and design requirements to comply with WWSP permits and authorizations
- Conducting fish salvage, wildlife salvage, ESA, and Migratory Bird Treaty Act (MBTA) construction clearance surveys, including preparation and submittal of applicable permits and post-survey reporting
- Coordination with APHIS on nesting bird surveys, monitoring and nest removal, and compliance with MBTA permits
- Responding to Requests for Information (RFI) from Owner, Contractor or Partner agencies
- Environmental compliance monitoring, including site visits, to confirm the Contractor has correctly demarcated protected areas, buffers, and resources. Field activities and findings will be documented, as appropriate, in a Site Visit Form and submitted via e-Builder within one (1) business day
- Performing on-site monitoring and inspection of Contractor conformance with project contract plans, documents, and permits. Inspection reports shall be submitted via e-Builder within one (1) business day of inspection
- Performing on-site monitoring and inspection of tree removal and protection by a certified arborist
- Preparation of recommendations and coordination with Owner's work package construction manager or designee to define appropriate corrective measures prior to exiting a work package construction site
- Monitoring of site restoration and review of as-built plans in resource areas for compliance with environmental permit requirements
- Conducting Inadvertent Discovery Plan training for encountering cultural resources and on-site monitoring for cultural resources, where necessary
- Attendance at safety training meetings prior to the start of construction for each work package
- Conducting brief site visits to Partner project construction sites to review and document site conditions and compliance with WWSP permits
- Review of proposed field design changes for permit compliance
- Participation in the planning of and attendance at agency site inspections
- Facilitation of compliance reporting to outside agencies

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12.0 RWF_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination

12.1 RWF_1.0 Meetings and Workshops

Consultant shall attend work package-specific meetings and workshops as requested by Owner and identified in the description of Subtask 1 – Meetings and Workshops under Work Package-Specific Tasks.

12.2 RWF_1.0 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for RWF_1.0, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks. In addition to the services described under Subsequent Tasks, Consultant shall provide the following additional services:

Design Phase

- Facilitation of USACE and ODFW review and approval of fish screen replacement design

13.0 WTP_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination

13.1 WTP_1.0 Meetings and Workshops

Consultant shall attend work package-specific meetings and workshops as requested by Owner and identified in the description of Subtask 1 – Meetings and Workshops under Work Package-Specific Tasks.

13.2 WTP_1.0 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for WTP_1.0, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks. In addition to the services described under Subsequent Tasks, Consultant shall provide the following additional services:

Design Phase

- Evaluation of tree densities and general species composition using LiDAR imagery to support land use and pre-construction permit requirements

14.0 RES_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination

14.1 RES_1.0 Meetings and Workshops

Consultant shall attend work package-specific meetings and workshops as requested by Owner and identified in the description of Subtask 1 – Meetings and Workshops under Work Package-Specific Tasks.

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14.2 RES_1.0 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for RES_1.0, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

15.0 PLM_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination

15.1 PLM_1.0 Meetings and Workshops

Consultant shall attend work package-specific meetings and workshops as requested by Owner and identified in the description of Subtask 1 – Meetings and Workshops under Work Package-Specific Tasks.

15.2 PLM_1.1 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLM_1.1, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

15.3 PLM_1.2 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLM_1.2, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

15.4 PLM_1.3 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLM_1.3, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

16.0 Task Closed

17.0 PLM_4.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination

17.1 PLM_4.0 Meetings and Workshops

Consultant shall attend work package-specific meetings and workshops as requested by Owner and identified in the description of Subtask 1 – Meetings and Workshops under Work Package-Specific Tasks.

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17.2 PLM_4.1 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLM_4.1, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

17.3 PLM_4.2 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLM_4.2, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

17.4 PLM_4.3 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLM_4.3, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks. In addition to the services described under Subsequent Tasks, Consultant shall provide the following additional services:

Design Phase

- Coordination on and review of the Farm Impacts Analysis report to support the PLM_4.3 land use application

17.5 PLM_4.4 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLM_4.4, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

18.0 PLM_5.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination**18.1 PLM_5.0 Meetings and Workshops**

Consultant shall attend work package-specific meetings and workshops as requested by Owner and identified in the description of Subtask 1 – Meetings and Workshops under Work Package-Specific Tasks.

18.2 PLM_5.1 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLM_5.1, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

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18.3 PLM_5.2 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLM_5.2, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

18.4 PLM_5.3 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLM_5.3, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks. In addition to the services described under Subsequent Tasks, Consultant shall provide the following additional services:

Design Phase

- Coordination on and review of the Farm Impacts Analysis report to support the PLM_5.3 land use application

19.0 PLW_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination

19.1 PLW 1.0 Meetings and Workshops

Consultant shall attend work package-specific meetings and workshops as requested by Owner and identified in the description of Subtask 1 – Meetings and Workshops under Work Package-Specific Tasks.

19.2 PLW_1.2 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLW_1.2, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

19.3 PLW_1.3 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLW_1.3, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

20.0 PLW_2.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination

20.1 PLW 2.0 Meetings and Workshops

Consultant shall attend work package-specific meetings and workshops as requested by Owner and identified in the description of Subtask 1 – Meetings and Workshops under Work Package-Specific Tasks.

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20.2 PLW_2.0 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for PLW_2.0, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

21.0 MPE_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination

21.1 MPE 1.0 Meetings and Workshops

Consultant shall attend work package-specific meetings and workshops as requested by Owner and identified in the description of Subtask 1 – Meetings and Workshops under Work Package-Specific Tasks.

21.2 MPE_1.0 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for MPE_1.1, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

Exhibit B: David Evans and Associates Consultant Fee and Rate Schedule

TVWD0000-0008 WWSP Contract Renewal	DEA (Labor)	APG (Labor)	HRA (Labor)	Terraphase (Labor)	Geosyntec (Labor)	GSI (Labor)	Harrity Tree (Labor)	Total Hours (all firms)	Labor	Expenses (all firms)	Total
Task 1.0 Project Administration and Meetings	\$ 317,959	\$ 28,712	\$ 14,464	\$ -	\$ -	\$ -	\$ -	2778	\$ 361,135	\$ 4,700	\$ 365,835
Task 1.1 Project Administration	\$ 58,552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	440	\$ 58,552	\$ 200	\$ 58,752
Task 1.2 Permit Team and Program Meetings	\$ 186,568	\$ 25,916	\$ 8,428	\$ -	\$ -	\$ -	\$ -	1666	\$ 220,912	\$ 4,200	\$ 225,112
Task 1.3 Monthly Pay Applications and Progress Reports	\$ 26,771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	250	\$ 26,771	\$ 50	\$ 26,821
Task 1.4 Schedule Development and Monthly Updates	\$ 46,069	\$ 2,796	\$ 6,036	\$ -	\$ -	\$ -	\$ -	422	\$ 54,901	\$ 250	\$ 55,151
Task 3.0 Program-Level Permitting Support	\$ 185,454	\$ -	\$ -	\$ -	\$ 60,947	\$ 4,905	\$ -	1694	\$ 251,307	\$ 2,700	\$ 254,007
Task 3.8.2 Environmental Authorization Coordination	\$ 122,771	\$ -	\$ -	\$ -	\$ -	\$ 4,905	\$ -	901	\$ 127,676	\$ 1,500	\$ 129,176
Task 3.8.5 Thermal Trading Plan	\$ 14,390	\$ -	\$ -	\$ -	\$ 60,947	\$ -	\$ -	403	\$ 75,337	\$ 800	\$ 75,937
Task 3.9 Permit Tracking and Reporting	\$ 48,294	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	390	\$ 48,294	\$ 600	\$ 48,894
Task 3.17 Program-Level Construction and Environmental Compliance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -
Task 12.0 RWF_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination	\$ 103,140	\$ 14,824	\$ 6,744	\$ 3,614	\$ -	\$ -	\$ 2,340	970	\$ 130,661	\$ 2,200	\$ 132,861
Task 12.1 RWF_1.0 Meetings and Workshops	\$ 15,290	\$ 4,360	\$ 602	\$ -	\$ -	\$ -	\$ -	152	\$ 20,252	\$ 500	\$ 20,752
Task 12.2 RWF_1.0 Design Support and Construction Compliance Services	\$ 87,849	\$ 10,464	\$ 6,142	\$ 3,614	\$ -	\$ -	\$ 2,340	818	\$ 110,409	\$ 1,700	\$ 112,109
Task 13.0 WTP_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination	\$ 97,104	\$ 32,640	\$ 3,670	\$ -	\$ -	\$ -	\$ 6,520	1039	\$ 139,934	\$ 2,400	\$ 142,334
Task 13.1 WTP_1.0 Meetings and Workshops	\$ 26,784	\$ 7,280	\$ 602	\$ -	\$ -	\$ -	\$ -	250	\$ 34,666	\$ 500	\$ 35,166
Task 13.2 WTP_1.0 Design Support and Construction Compliance Services	\$ 70,320	\$ 25,360	\$ 3,068	\$ -	\$ -	\$ -	\$ 6,520	789	\$ 105,268	\$ 1,900	\$ 107,168
Task 14.0 RES_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination	\$ 47,085	\$ 3,924	\$ 6,908	\$ 4,145	\$ -	\$ -	\$ -	438	\$ 62,062	\$ 1,600	\$ 63,662
Task 14.1 RES_1.0 Meetings and Workshops	\$ 21,177	\$ 1,308	\$ 602	\$ 898	\$ -	\$ -	\$ -	154	\$ 23,985	\$ 500	\$ 24,485
Task 14.2 RES_1.0 Design Support and Construction Compliance Services	\$ 25,908	\$ 2,616	\$ 6,306	\$ 3,247	\$ -	\$ -	\$ -	284	\$ 38,077	\$ 1,100	\$ 39,177
Task 15.0 PLM_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination	\$ 144,974	\$ 9,432	\$ 36,152	\$ 37,681	\$ -	\$ -	\$ -	1756	\$ 228,239	\$ 6,000	\$ 234,239
Task 15.1 PLM_1.0 Meetings and Workshops	\$ 22,040	\$ 4,360	\$ 1,204	\$ -	\$ -	\$ -	\$ -	232	\$ 27,604	\$ 700	\$ 28,304
Task 15.2 PLM_1.0 Design Support and Construction Compliance Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -
Task 15.2 PLM_1.1 Design Support and Construction Compliance Services	\$ 46,245	\$ -	\$ 1,230	\$ 4,491	\$ -	\$ -	\$ -	365	\$ 51,966	\$ 1,200	\$ 53,166
Task 15.2 PLM_1.2 Design Support and Construction Compliance Services	\$ 25,240	\$ -	\$ 14,186	\$ -	\$ -	\$ -	\$ -	326	\$ 39,426	\$ 1,800	\$ 41,226
Task 15.2 PLM_1.3 Design Support and Construction Compliance Services	\$ 51,449	\$ 5,072	\$ 19,532	\$ 33,190	\$ -	\$ -	\$ -	833	\$ 109,243	\$ 2,300	\$ 111,543
Task 17.0 PLM_4.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination	\$ 124,385	\$ 14,960	\$ 82,484	\$ 29,010	\$ -	\$ -	\$ 2,450	2145	\$ 253,268	\$ 24,450	\$ 277,718
Task 17.1 PLM_4.0 Meetings and Workshops	\$ 25,953	\$ 4,360	\$ 1,204	\$ 1,796	\$ -	\$ -	\$ -	256	\$ 33,314	\$ 850	\$ 34,164
Task 17.2 PLM_4.1 Design Support and Construction Compliance Services	\$ 7,181	\$ -	\$ 10,170	\$ -	\$ -	\$ -	\$ -	148	\$ 17,351	\$ 500	\$ 17,851
Task 17.3 PLM_4.2 Design Support and Construction Compliance Services	\$ 24,555	\$ -	\$ 10,170	\$ 27,213	\$ -	\$ -	\$ -	434	\$ 61,938	\$ 11,500	\$ 73,438
Task 17.4 PLM_4.3 Design Support and Construction Compliance Services	\$ 44,349	\$ 10,600	\$ 58,834	\$ -	\$ -	\$ -	\$ 2,450	1122	\$ 116,233	\$ 11,500	\$ 127,733
Task 17.5 PLM_4.4 Design Support and Construction Compliance Services	\$ 22,347	\$ -	\$ 2,086	\$ -	\$ -	\$ -	\$ -	185	\$ 24,433	\$ 100	\$ 24,533
Task 18.0 PLM_5.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination	\$ 187,600	\$ 40,872	\$ 46,996	\$ 14,191	\$ -	\$ -	\$ 6,410	2315	\$ 296,069	\$ 14,900	\$ 310,969
Task 18.1 PLM_5.0 Meetings and Workshops	\$ 32,763	\$ 7,580	\$ 1,204	\$ -	\$ -	\$ -	\$ -	286	\$ 41,547	\$ 1,000	\$ 42,547
Task 18.2 PLM_5.0 Design Support and Construction Compliance Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -
Task 18.2 PLM_5.1 Design Support and Construction Compliance Services	\$ 3,928	\$ -	\$ 640	\$ -	\$ -	\$ -	\$ -	33	\$ 4,568	\$ 600	\$ 5,168
Task 18.3 PLM_5.2 Design Support and Construction Compliance Services	\$ 64,423	\$ 3,052	\$ 20,224	\$ -	\$ -	\$ -	\$ -	692	\$ 87,699	\$ 1,300	\$ 88,999
Task 18.4 PLM_5.3 Design Support and Construction Compliance Services	\$ 86,486	\$ 30,240	\$ 24,928	\$ 14,191	\$ -	\$ -	\$ 6,410	1304	\$ 162,255	\$ 12,000	\$ 174,255
Task 19.0 PLW_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination	\$ 104,952	\$ 10,512	\$ 72,026	\$ -	\$ -	\$ -	\$ -	1570	\$ 187,490	\$ 17,800	\$ 205,290
Task 19.1 PLW_1.0 Meetings and Workshops	\$ 19,509	\$ 2,720	\$ 1,204	\$ -	\$ -	\$ -	\$ -	162	\$ 23,433	\$ 800	\$ 24,233
Task 19.2 PLW_1.0 Design Support and Construction Compliance Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -
Task 19.2 PLW_1.1 Design Support and Construction Compliance Services	\$ -	\$ -	\$ 8,714	\$ -	\$ -	\$ -	\$ -	82	\$ 8,714	\$ 500	\$ 9,214
Task 19.2 PLW_1.2 Design Support and Construction Compliance Services	\$ 15,909	\$ -	\$ 8,714	\$ -	\$ -	\$ -	\$ -	190	\$ 24,623	\$ 700	\$ 25,323
Task 19.3 PLW_1.3 Design Support and Construction Compliance Services	\$ 69,533	\$ 7,792	\$ 53,394	\$ -	\$ -	\$ -	\$ -	1136	\$ 130,719	\$ 15,800	\$ 146,519
Task 20.0 PLW_2.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination	\$ 64,604	\$ 16,704	\$ 18,550	\$ 62,898	\$ -	\$ -	\$ 5,800	1234	\$ 168,556	\$ 1,956	\$ 170,512
Task 20.1 PLW_2.0 Meetings and Workshops	\$ 22,654	\$ 2,720	\$ 602	\$ 1,796	\$ -	\$ -	\$ -	182	\$ 27,772	\$ 856	\$ 28,628
Task 20.2 PLW_2.0 Design Support and Construction Compliance Services	\$ 41,950	\$ 13,984	\$ 17,948	\$ 61,101	\$ -	\$ -	\$ 5,800	1052	\$ 140,784	\$ 1,100	\$ 141,884
Task 21.0 MPE_1.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination	\$ 108,529	\$ 36,804	\$ 34,014	\$ 172,916	\$ -	\$ -	\$ 7,440	2702	\$ 359,703	\$ 72,700	\$ 432,403
Task 21.1 MPE_1.0 Meetings and Workshops	\$ 20,644	\$ 6,004	\$ 1,204	\$ 2,246	\$ -	\$ -	\$ -	246	\$ 30,098	\$ 1,000	\$ 31,098
Task 21.2 MPE_1.0 Design Support and Construction Compliance Services	\$ 87,885	\$ 30,800	\$ 32,810	\$ 170,670	\$ -	\$ -	\$ 7,440	2456	\$ 329,605	\$ 71,700	\$ 401,305
Hours								18,641			
Fee (Total)									\$ 2,438,423	\$ 151,406	\$ 2,589,829

Willamette Water Supply System Commission

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STAFF REPORT

To: Board of Commissioners

From: Dave Kraska, Willamette Water Supply System General Manager

Date: January 9, 2020

Subject: Project Agreement between the City of Beaverton and the Willamette Water Supply System Commission for Design of SW Nimbus/Scholls Ferry to SW Beaverton-Hillsdale Highway Pipeline Project (COB_1.0)

Requested Action:

Consider adopting a resolution approving a Project Agreement between the City of Beaverton and the Willamette Water Supply System (WWSS) Commission, allowing for design of a 16-inch waterline along SW Scholls Ferry Road at SW Nimbus Avenue to SW Western Avenue at SW Beaverton-Hillsdale Highway by way of the Willamette Water Supply Program (WWSP).

Key Concepts:

- WWSP can deliver additional non-WWSS projects as detailed in the WWSS Intergovernmental Agreement (IGA)
- WWSP's delivery of such projects requires establishing a project agreement
- The City of Beaverton project in the subject agreement is specifically identified within the WWSS IGA
- Approval of this Project Agreement allows for coordinated design of two co-located pipelines, with a future goal to reduce impacts to the traveling public and neighbors and to take advantage of the WWSP project delivery expertise
- Engineering design services for the adjacent MPE_1.0 project have already been contracted with Brown and Caldwell Corporation
- The contract amendment with Brown and Caldwell Corporation for engineering services for COB_1.0, although the contract is held by WWSP, will be invoiced in whole to the City of Beaverton

Background:

Per the delegated authority granted by the WWSS Board of Commissioners on July 3, 2019 to the WWSS Management Committee, approval of the subject Project Agreement was taken through a motion by the WWSS Management Committee on August 21, 2019. In the subsequent months, additional coordination between Beaverton and WWSS required updates to the terms of the subject Project Agreement. Staff have determined that the updates are substantial enough to require approval by the Board of Commissioners.

The City of Beaverton 16-inch waterline along SW Scholls Ferry Road at SW Nimbus Avenue to SW Western Avenue at SW Beaverton-Hillsdale Highway Pipeline Project (COB_1.0) is planned to be co-incident with the WWSP-delivered MPE_1.0 project for Tualatin Valley Water District. The City of Beaverton's project is specifically included in the WWSS IGA as an "Ancillary Project."

January 9, 2020

Project Agreement between the City of Beaverton and the Willamette Water Supply System for Design of the COB_1.0 Pipeline Project

To enable timely completion of this Ancillary Project as described in the WWSS IGA, it is necessary to complete a Project Agreement that defines the roles, responsibilities (including project costs), commitments and relationships between the WWSS and the City of Beaverton. Proceeding with this agreement allows the team to design COB_1.0 along with MPE_1.0, with which COB_1.0 is intended to be constructed.

The delay in completing this Project Agreement has put design activities on the critical path. If the design of COB_1.0 does not begin promptly, it is possible that construction of both COB_1.0 and MPE_1.0 will be delayed for several years due to highway improvements in design by the Oregon Department of Transportation.

In order to efficiently deliver the COB_1.0 project, WWSP has requested that the MPE_1.0 engineering services firm, Brown and Caldwell Corporation, prepare an amendment to its contract to provide design services for the COB_1.0 project. The contract amendment has a value of approximately \$1.5 million, which requires Board approval according to the WWSS Management Authority Matrix. Per the delegated authority granted by the WWSS Board of Commissioners on July 3, 2019 to the WWSS Management Committee, approval of the contract amendment was taken through a motion by the WWSS Management Committee on August 21, 2019. However, execution of this amendment has been deferred until the COB_1.0 Project Agreement is in place.

Because the current Project Agreement only addresses design coordination, a future agreement will be needed to bid and construct the COB_1.0 project.

Staff recommend approval of the revised COB_1.0 Project Agreement to allow design to commence on the COB_1.0 project. The future COB_1.0 Project Agreement for the construction phase will be brought to the Board at the appropriate time and will require a future Board action.

Budget Impact:

There is no budgetary impact to WWSP from adopting this Project Agreement. The design costs for COB_1.0 will be invoiced to the City of Beaverton. The additional costs associated with the WWSP's management of this additional pipeline project, including future system-wide costs, will be invoiced to the City of Beaverton.

Staff Contact Information:

Dave Kraska, Willamette Water Supply System General Manager, 503-941-4561, david.kraska@tvwd.org
Clark Balfour, General Counsel, 503-848-3061, clark.balfour@tvwd.org

Attachments:

Exhibit A: Proposed Resolution
Exhibit B: Project Agreement

RESOLUTION NO. WWSS-02-20

A RESOLUTION APPROVING A PROJECT AGREEMENT BETWEEN THE CITY OF BEAVERTON AND THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION FOR THE DESIGN OF S.W. NIMBUS/SCHOLLS FERRY TO S.W. BEAVERTON-HILLSDALE HIGHWAY PIPELINE PROJECT(COB_1.0).

WHEREAS, the WWSS Commission was formed by the City of Hillsboro (“Hillsboro”), Tualatin Valley Water District (“TVWD”), and the City of Beaverton (“Beaverton”) to permit, design, and construct the Willamette Water Supply System, including intake pumping facilities and transmission facilities, a water treatment plant, and reservoir facilities (“System”) under the Willamette Water Supply Program (“WWSP”) to provide potable water to Hillsboro, TVWD, and Beaverton and to increase system reliability; and

WHEREAS, Beaverton operates a municipal water supply utility under ORS Chapter 225, which distributes potable water to its water system users; and,

WHEREAS, Beaverton desires to design and construct a project consisting of a 16-inch pipeline to be owned solely by Beaverton and extend from S.W. Nimbus/Scholls Ferry to S.W. Allen, then to S.W. Western to S.W. Beaverton Hillsdale Highway (“COB_1.0”); and

WHEREAS, the COB_1.0 project route coincides with parts of the route for a pipeline project known as the Metzger Pipeline East (“MPE_1.0”), which is being designed and constructed by the WWSS Commission through the WWSP for TVWD; and

WHEREAS, the Parties intend to execute a separate intergovernmental agreement or amend this Agreement to coordinate construction of COB_1.0, MPE_1.0, and other potential City projects; and

WHEREAS, the Parties desire to memorialize the terms and conditions between Beaverton and the WWSS Commission for the coordinated design of COB_1.0 with MPE_1.0 by the WWSP.

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

Section 1: The Project Agreement between City of Beaverton and the Willamette Water Supply System Commission for the Design of S.W. Nimbus/Scholls Ferry to S.W. Beaverton-Hillsdale Highway Pipeline Project, attached hereto as Exhibit 1 and incorporated herein by this reference, is approved.

Section 2: The General Manager is authorized to execute the Agreement and other necessary documents to implement the Project Agreement. The Commission authorizes the General Manager to make non-substantive changes to the Agreement with approval of Commission Legal Counsel as part of execution.

Approved and adopted at a regular meeting held on the 9th day of January 2020.

James Duggan, Chair

Denny Doyle, Vice Chair

Willamette Water Supply System Commission

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PROJECT AGREEMENT

BETWEEN

**THE CITY OF BEAVERTON AND
THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION**

DESIGN OF

**S.W. NIMBUS/SCHOLLS FERRY TO S.W. BEAVERTON-HILLSDALE HIGHWAY
PIPELINE PROJECT**

This Project Agreement (“**Agreement**”) is entered into this ____ day of _____, 2020 by and between the City of Beaverton (“**Beaverton**”), an Oregon municipal corporation, and the Willamette Water Supply System Commission (“**WWSS Commission**”), an Oregon intergovernmental entity. Each entity may be referred to individually as a “**Party**” or jointly as “**Parties.**”

RECITALS

WHEREAS, Beaverton operates a municipal water supply utility under ORS Chapter 225, which distributes potable water to its water system users; and,

WHEREAS, the WWSS Commission was formed by the City of Hillsboro (“**Hillsboro**”), Tualatin Valley Water District (“**TVWD**”), and Beaverton to permit, design, and construct the Willamette Water Supply System, including intake pumping facilities and transmission facilities, a water treatment plant, and reservoir facilities (“**System**”) under the Willamette Water Supply Program (“**WWSP**”) to provide potable water to Hillsboro, TVWD, and Beaverton and to increase system reliability; and

WHEREAS, Beaverton desires to design and construct a project consisting of a 16-inch pipeline to be owned solely by Beaverton and extend from S.W. Nimbus/Scholls Ferry to S.W. Allen, then to S.W. Western to S.W. Beaverton Hillsdale Highway (“**COB_1.0**”); and

WHEREAS, the COB_1.0 project route coincides with parts of the route for a pipeline project known as the Metzger Pipeline East (“**MPE_1.0**”), which is being designed and constructed by the WWSS Commission through the WWSP for TVWD; and

WHEREAS, the portion of MPE_1.0 that runs parallel to COB_1.0 will be referred to as “**Partial MPE_1.0**,” and

WHEREAS, COB_1.0 may be expanded to include a pipeline on SW Hall Boulevard from Scholls Ferry Road to SW Oleson Road via amendment to this Agreement; and

WHEREAS, the Parties intend to execute a separate intergovernmental agreement or amend this Agreement to coordinate construction of COB_1.0, MPE_1.0, and other potential City projects; and

WHEREAS, the Parties desire to memorialize the specific deal points between Beaverton and the WWSS Commission for the coordinated design of COB_1.0 with Partial MPE_1.0 by the WWSP.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, and covenants set forth below, and the recitals set forth above, which are incorporated into this Agreement, the Parties agree as follows:

ARTICLE I - PROJECT GOALS

- I.1 The Parties are coordinating the design of COB_1.0 with MPE_1.0 to maximize the benefits to their constituents and the community at large. COB_1.0, which will be designed in coordination with Partial MPE_1.0, and Partial MPE_1.0 shall be referred to jointly as the “**Project.**” The Parties desire to work in collaboration and as integrated work groups where possible to achieve Project Goals by working efficiently together in an effort save time and produce a superior project design, as described in this Article I, and timelines, with the WWSP acting on behalf of the WWSS Commission for all purposes under this Agreement. To produce a superior project design, the Parties will coordinate on the design of the complete length of MPE_1.0 to reduce conflicts between MPE_1.0 and existing utilities. The Project timeline is defined by the design milestones set forth in Exhibit 2.
- I.2 The Parties understand the design of MPE_1.0 must be completed according to the key milestones identified in Exhibit 2 and agree to work collaboratively to meet the established milestones. Further, the Parties understand that if COB_1.0 is unable to proceed in accordance with Exhibit 2, WWSP retains the right to exercise reasonable judgment to decide to move forward with MPE_1.0 design, and COB_1.0 will move forward at a later date in a way that does not impede or interfere with the design of MPE_1.0. WWSP has primary responsibility for design milestones; therefore, delay due solely to the design of COB_1.0 shall not be the responsibility of the City. Progression of MPE_1.0 independent of COB_1.0 does not relieve the Parties of the respective obligations provided in this Agreement to coordinate. In the event COB_1.0 ceases to be designed in conjunction with Partial MPE as allowed by this Section, and subject to Section I.4 below, Beaverton shall not be required to compensate the WWSS, or pay proportionate shares of joint costs, except those joint costs incurred prior to the date the projects are no longer designed together .
- I.3 The Parties understand that WWSP retains the right to package the Project into multiple design packages as needed to meet schedule or other Project constraints. Exhibit 2 may be modified in accordance with this Agreement to provide design milestones for separate design packages or to adjust the dates if a milestone is missed.
- I.4 If COB_1.0 ceases to be designed in conjunction with Partial MPE, Beaverton shall be given the most recent designs and specifications for COB_1.0 that have been produced prior to the design work being discontinued.

ARTICLE II - PROJECT DESCRIPTION

- II.1 MPE_1.0 consists of a water transmission line(s) and appurtenances as depicted in Exhibit 1. The use of Water Infrastructure Finance and Innovation Act (“**WIFIA**”) funding obtained by Tualatin Valley Water District and the City of Hillsboro by the WWSS Commission is anticipated for MPE_1.0. WIFIA funding obtained by Beaverton is also anticipated for Beaverton improvements identified in this Agreement. WIFIA funding requires compliance with certain conditions, including, but

not limited to, Davis-Bacon and related acts, American Iron and Steel 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. Beaverton shall provide its WIFIA loan requirements to the WWSP and assist the WWSP with the interpretation and implementation of those requirements. The Parties shall coordinate such that the obligations for each Party's WIFIA loans are met to promote efficiency. The design, materials, and any other costs solely for the benefit of MPE_1.0 or Partial MPE_1.0 will be funded solely by the WWSS Commission. Beaverton shall not pay any portion of costs solely for the benefit of MPE_1.0 or Partial MPE_1.0.

- II.2 COB_1.0 consists of Beaverton water system improvements as depicted in Exhibit 1. In addition to what is depicted in Exhibit 1, COB_1.0 and Partial MPE_1.0 may be expanded by written amendment, executed by each Party's designated representative, to include the design of water system improvements on SW Hall Boulevard from SW Scholls Ferry road to SW Oleson Road. COB_1.0 will be funded solely by Beaverton and not with WWSS Commission WIFIA funds described in II.1. WWSS shall not pay any portion of COB_1.0 costs, including any additional costs related to WIFIA requirements.

ARTICLE III - WWSS COMMISSION OBLIGATIONS FOR DESIGN

- III.1 WWSS Commission designates Brendan Robless as WWSP Project Manager for the Project and its representative responsible for coordination of COB_1.0 with Beaverton pursuant to this Agreement. Mike Britch, P.E., is WWSP's Principal Engineer for the Project.
- III.2 WWSP will perform or cause to be performed, all tasks needed to design and prepare MPE_1.0 for construction, including utility coordination and general design support with Beaverton, permitting, real estate acquisition, public outreach, and developing construction documents suitable for bidding MPE_1.0.
- III.3 WWSP will perform or cause to be performed, all tasks needed to design COB_1.0
- III.4 WWSP, in collaboration with Beaverton, will be responsible for public outreach and communication for the Project, unless public outreach and communication relates to water service interruptions to existing services, in which instance the outreach and communication will be performed by Beaverton pursuant to Article IV of this Agreement.
- III.5 WWSP will make MPE_1.0 design plans and information available to Beaverton as needed to coordinate the COB_1.0 work with Partial MPE_1.0 work. Such information may include: Project milestones; permitting; specifications; opinions of probable construction costs; plans, record documents, applications, and permit documents; real estate acquisition plans; utility relocation plans and agreements; health and safety plans; stakeholder input; and other information as required for successful coordination and collaboration. The documentation will be available electronically and hosted by WWSP.
- III.6 WWSP will prepare design plans and technical specifications for COB_1.0, making a commercially reasonable effort to incorporate information supplied by Beaverton pursuant to Article IV of this Agreement. WWSP will provide Beaverton the opportunity to review and comment on the COB_1.0 designs at the milestones

shown in Exhibit 2. Design documents include plans/drawings, specifications, standard details, engineer's opinion of probable construction costs, and other documents that are required for each milestone shown in Exhibit 2. Following the 90% design submittal, WWSP will notify Beaverton of any changes it requests to MPE_1.0 or Partial MPE_1.0 that increase the cost of COB_1.0 and the estimated cost increase. If Beaverton does not consent to the increased costs, WWSP will not proceed with the changes unless it first agrees, in writing, to pay the additional costs. WWSP will incorporate Beaverton comments that are required to obtain permits, do not impact Partial MPE_1.0 or interfere with the System design standards and performance goals, including, but not limited to, cost, scope, schedule, or configuration. In the event Beaverton requests any changes that increase the cost of Partial MPE_1.0, WWSP will advise Beaverton of the estimated cost increase. If the increased cost is acceptable to Beaverton, WWSP will require that Beaverton agree, in writing, to pay the additional costs before the changes are adopted.

- III.7 WWSP will prepare the Project bid package(s) inclusive of the 'front-end' documents, including bidding information, bid forms, contract forms, standard general conditions, special provisions, technical specifications, design plans, and other information as required for successful bidding and construction of MPE_1.0 and COB_1.0, (collectively, "**Contract Documents**"). The Contract Documents for each Project bid package will have two schedules of work: Schedule A for MPE_1.0 including general and shared items for the Project, and Schedule B for items specific to only COB_1.0.
- III.8 WWSP will prepare the draft Contract Documents and provide them to Beaverton for review and comment. WWSP will incorporate or address/respond to Beaverton's review comments in a manner acceptable to the WWSP Project Manager and Beaverton Project Representative. WWSP understands that plan review by Beaverton's Site Development Division associated with issuing permits is separate and distinct from the contract document review covered by this section; therefore, additional changes to the Project may be required by the Site Development Division during the plan review prior to issuance of permits.

ARTICLE IV - BEAVERTON OBLIGATIONS FOR DESIGN

- IV.1 Beaverton designates David Winship (or designee in his absence) as the Beaverton Project Representative for COB_1.0 and the Beaverton representative responsible for coordination of COB_1.0 with WWSP pursuant to this Agreement. The Beaverton Project Representative shall have the authority to obligate Beaverton and shall be the designated point of contact with the WWSP Project Manager. David Winship will be the Beaverton Principal Engineer for COB_1.0. David Winship must authorize the scope of work for all design services related to COB_1.0 subcontracted by the WWSS to another design firm, including any design services subcontracted to RH2. Beaverton can modify its Project representative or Principal Engineer by providing written notice of the change to the WWSP in accordance with Article VII.
- IV.2 Beaverton will make its COB_1.0 information, including any relevant Beaverton standards, specifications, standard details, or similar information, available to WWSP and its consultants for the Project.
- IV.3 By executing this Agreement, Beaverton grants to the WWSS Commission and its consultants and contractors, including WWSP, a right-to-rely on the information provided by Beaverton under this Agreement.

- IV.4 Beaverton, in coordination with WWSP, will be responsible for outreach and communication to its customers regarding any water service interruptions or changes because of the Project.
- IV.5 Beaverton will, within ten (10) business days of receipt of design documents, complete a design review of COB_1.0 at each significant design milestone, 30-, 60-, 90-, and 100-percent design documents, in accordance with the WWSP's Program Management Plan ("PgMP") and associated appendices, specifically the PgMP Appendix R - Pipeline Design Guide, which is attached and incorporated as Exhibit 4. Design documents include plans/drawings, specifications, standard details, engineer's opinion of probable construction cost, and other documents that are required for each milestone, such as any geotechnical, soil, or corrosion reports. Comments will be prepared in the format as described in the WWSP Pipeline Design Guide or as agreeable to WWSP, which shall be submitted electronically. Plan review by Beaverton associated with issuing permits is separate and distinct from the design review covered by this section; plan review by Beaverton for issuance of permits is not subject to this section.
- IV.6 Beaverton will coordinate and will cause its staff and consultants to coordinate with WWSP and its consultants, including attendance at all scheduled Project design team meetings, permit team meetings, real estate meetings, public information/outreach meetings, and other scheduled meetings that affect Beaverton or COB_1.0. The WWSP Project Manager and the Beaverton Project Representative will mutually determine the type, frequency, and timing of any additional meetings required to meet the needs of a well-coordinated Project.
- IV.7 Beaverton will provide necessary design coordination to advance the design and construction of the Project to achieve the key milestones described in Exhibit 2. This coordination includes timely review of COB_1.0 design plans and other available documents as required and described in this Agreement. As the design plans and studies are prepared, Beaverton will propose any requested revisions to the COB_1.0 design and/or Partial MPE_1.0 design, plans, and specifications and consult with WWSP to resolve differences to the mutual benefit of the WWSS Commission and Beaverton. The Principal Engineers from each agency will meet as needed to consult and resolve the differences.

ARTICLE V - JOINT OBLIGATIONS FOR DESIGN

- V.1 To minimize Project delays or cost increases, the Parties agree to work together diligently to identify and jointly resolve any design or constructability issues for the Project and MPE_1.0 early in the design process. When such issues arise, the Parties agree to work together to find mutually acceptable solutions in furtherance of the Project Goals described in Article I.
- V.2 The WWSP, in collaboration with Beaverton, shall be responsible for Project outreach and communications, unless public outreach and communication relates to water service interruptions to existing services, in which instance the outreach and communication will be performed by Beaverton pursuant to Article IV of this Agreement.
- V.3 The Parties will hold a public information strategy meeting within thirty (30) days following the execution of this Agreement to jointly develop and agree on the

approach to be used for public information communications, publications, presentations, events, or signage.

- V.4 The Parties will coordinate and identify the technical specifications that apply to both MPE_1.0 and COB_1.0. The Parties will agree on how to coordinate the specifications. WWSP will author the technical specifications and will be responsible for updating them to reflect agreed upon updates for coordination of the specifications.
- V.5 The WWSP shall develop and maintain a Project schedule which shall be provided for Beaverton's review and concurrence. The Project schedule shall elaborate on the Scheduled Design Milestones in Exhibit 2. The WWSP Project Manager shall work collaboratively with the Beaverton Project Representative to achieve Project milestones.
- V.6 The location of the COB_1.0 pipeline and appurtenances shall be mutually agreed to by both Parties during the design of the Project. If mutual agreement cannot be reached, the Principal Engineers from Beaverton and WWSP will meet as needed to consult and make a final determination of the location. WWSP reserves the right to progress with the design of MPE_1.0 if delay in determining the location of COB_1.0 has a materially adverse impact on WWSP's ability to meet the Project Milestone dates provided in Exhibit 2, as determined by WWSP in a commercially reasonable manner.
- V.7 The Parties will jointly perform a constructability review of the Contract Documents prior to the 60- and 90-percent design completion of the Project and incorporate comments into final Contract Documents. Parties agree that constructability issues shall be substantially resolved prior to starting the 90 Percent Design phase.
- V.8 The Parties will coordinate and attend regular design coordination meetings, public information and outreach team meetings, and other meetings as required for successful coordination and completion of the Project. The WWSP Project Manager and Beaverton Project Representative will determine the anticipated frequency and timing of meetings depending on the needs of the Project.
- V.9 In accordance with Article III and Article IV, the Parties will work collaboratively in developing Project schedules, milestones, reviews, health and safety plans, Project performance metrics, permit acquisition, and other activities as required for the successful coordination and completion of the Project.

ARTICLE VI - COMPENSATION FOR DESIGN

- VI.1 The Parties agree that Beaverton will reimburse the WWSS Commission for costs, as defined in Exhibit 3, attached, for work related to the management, design, coordination, and incorporation of COB_1.0 in the Project design documents and creation of the Contract Documents. Costs for this effort shall include WWSP's staff and consultant team.
- VI.2 The Parties will each be solely responsible for the fully burdened labor costs of their individual staff on their respective portions of work: Beaverton for COB_1.0, and the WWSS Commission for MPE_1.0.

- VI.3 WWSP will track time and materials when working on COB_1.0 in the same manner as WWSP tracks time and materials for the design and construction of WWSP work packages for the System. Work performed on COB_1.0 will be tracked and/or allocated separately from work performed on MPE_1.0 to the extent practicable. For Project tasks that are not readily separable between COB_1.0 and MPE_1.0, the WWSP will allocate the work in accordance with Beaverton's share of the Project as set forth in this Agreement.
- VI.4 WWSP will invoice Beaverton a share of the Project costs as shown on Exhibit 3. The Parties acknowledge that they are still negotiating the extent to which WWSP costs for work related to Program Management, Procurement, Controls, Public Outreach, and Permitting Support ("Systemwide Costs") incurred prior to the execution of this Agreement, but which relate to the Project, may be recovered. In the event the Parties determine a charge for Systemwide Costs that differs from those set forth in Exhibit 3, the Parties will amend Exhibit 3, include any changes in a subsequent agreement related to the Project, or include any changes in a subsequent agreement related to the Project, or enter into a separate agreement for that purpose.
- VI.5 Beaverton will promptly review invoices from WWSP. Beaverton will provide notice of any disputed amount within ten (10) business days from the day WWSP provides the invoice to Beaverton. The Parties will then meet to resolve the disputed amounts. Payment from the account will be made unless the payment is disputed by Beaverton within ten (10) business days.
- VI.6 The Parties agree that costs WWSP incurs for the design of COB_1.0 shall be compensated pursuant to the provisions of this Article VI in the amount shown in Exhibit 3. These incurred costs will be invoiced for payment subject to the provisions of Section VI.5.

ARTICLE VII - GENERAL PROVISIONS

VII.1 Laws of Oregon

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.

VII.2 Default

Either Party will be deemed to be in default if it fails to comply with any term, condition, or covenant in this Agreement. The Parties agree time is of the essence in the performance of this Agreement. The non-defaulting Party will provide the defaulting 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. If a defaulting Party fails to cure or fails to diligently commence to cure the default, the non-defaulting Party may elect to terminate this Agreement. In the event this Agreement is terminated, the Parties will pay for costs incurred for satisfactorily completed and authorized work up to the time of termination. Each Party will be liable for all costs and damages arising from its individual default.

VII.3 Indemnification

This Agreement is for the benefit of the Parties only and there are no third-party beneficiaries. Subject to the limitations related to government agencies under the Oregon Constitution, each Party agrees to indemnify and hold the other harmless, including their respective officers, employees, agents, and representatives, from and against all claims, demands, causes of action, and suits of any kind or nature for personal injury, death, or damage to persons or property on account of any acts or omissions arising out of this Agreement. 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 responsible for any contract claims, delay damages, permit compliance, permit violations, or similar items to the extent arising from or caused by the action or inaction of the Party.

VII.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.

VII.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. However, the designated representatives of the Parties may amend the exhibits to this Agreement by executing a written amendment, and Beaverton's designated representative may approve any required contracts or change orders with consultants or contractors for COB_1.0 required by this Agreement if the total of all change orders does not exceed \$1.44 million dollars.

VII.6 Dispute Resolution

Except when an event of Default as set forth in Section XI.2 has already occurred, 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 will be attempted to be resolved by the Project Managers before escalating to the Principal level. Disputes not resolved by the Principals will be escalated to the Division Manager/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 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 30-day period above or the Parties cannot resolve the matter through mediation within 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 30 days after submission. Thereafter, any Party may pursue available legal or equitable remedies.

VII.7 Remedies

Subject to the provisions of Article X Compensation for Construction and the dispute resolution process set forth in Section XI.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.

VII.8 Severability

If any term(s) or provision(s) of this Agreement or its application 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 and shall be valid and enforceable to the fullest extent permitted by law.

VII.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 Beaverton or WWSS.

VII.10 Excused Performance

In addition to the specific provisions of this Agreement, no default shall be deemed to have occurred where delay 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 of the Party to be excused.

VII.11 Integration

This Agreement supersedes any prior discussions or agreements regarding the Project.

VII.12 Counterparts

This Agreement may be executed by the Parties in any number of counterparts, which together shall constitute one instrument. In addition, properly executed authorized signatures, including digital or electronic signatures, may be transmitted via facsimile or PDF via email and upon receipt shall constitute original signatures.

VII.13 Assignment/Additional Parties

This Agreement may not be assigned without the prior written consent of the non-assigning Party.

VII.14 Access to Books, Records, and Accounting

WWSS will maintain books, records, and reports of the Project work showing all income, receipts, expenses, and costs. These records shall be maintained for a period of three (3) years following Final Acceptance. All such books, records, and reports may be examined, and copies made by Beaverton at reasonable times upon reasonable notice.

VII.15 Notice

Notice shall be provided in writing. Notice shall be deemed properly given and received: 1) when personally delivered, or 2) three (3) business days after mailing, postage prepaid, to the applicable address set forth below. A Party may provide written notice designating new recipients.

Willamette Water Supply System Commission
Attn: Managing Agency
1850 SW 170th Avenue
Beaverton, Oregon 97003

City of Beaverton
Attn: Mayor
12725 SW Millikan Way
Beaverton, Oregon 97005

ARTICLE VIII - TERM OF AGREEMENT

VIII.1 The term of this Agreement shall be from the date of execution through the end of the Project warranty period, which period shall be two (2) years following Final Acceptance of the Project, unless mutually agreed to by both Parties in writing.

VIII.2 This Agreement may be amended or extended if necessary for periods of up to one (1) year at a time by mutual written consent of the Parties, subject to provisions of this Agreement. In the event of default of this Agreement, the non-defaulting Party may terminate this Agreement after giving thirty (30) days' written notice specifying the nature of the default with reasonable particularity, and the defaulting Party fails to cure within that 30-day period. If the default is of such a nature that it cannot be completely remedied within the 30-day cure period, this provision shall be complied with if the defaulting Party begins correction of the default within the 30-day period and then proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. In the event of termination or cancellation, the Parties will pay all costs due and owing for work performed prior to termination or cancellation. The Parties will, in good faith, agree to such reasonable provisions for completing the Project and paying for any additional costs as necessary.

(signatures on following page)

The Parties executed this Agreement as of the day and year first written below.

CITY OF BEAVERTON, OREGON

**WILLAMETTE WATER SUPPLY
SYSTEM COMMISSION**

By: _____

By: _____

Denny Doyle

Print Name: _____

As Its: Mayor _____

As Its: _____

Date: _____

Date: _____

Approved as to form:

City Attorney's Office

Willamette Water Supply System Commission

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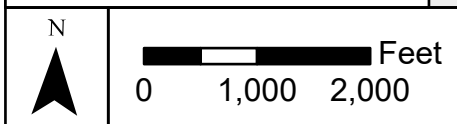
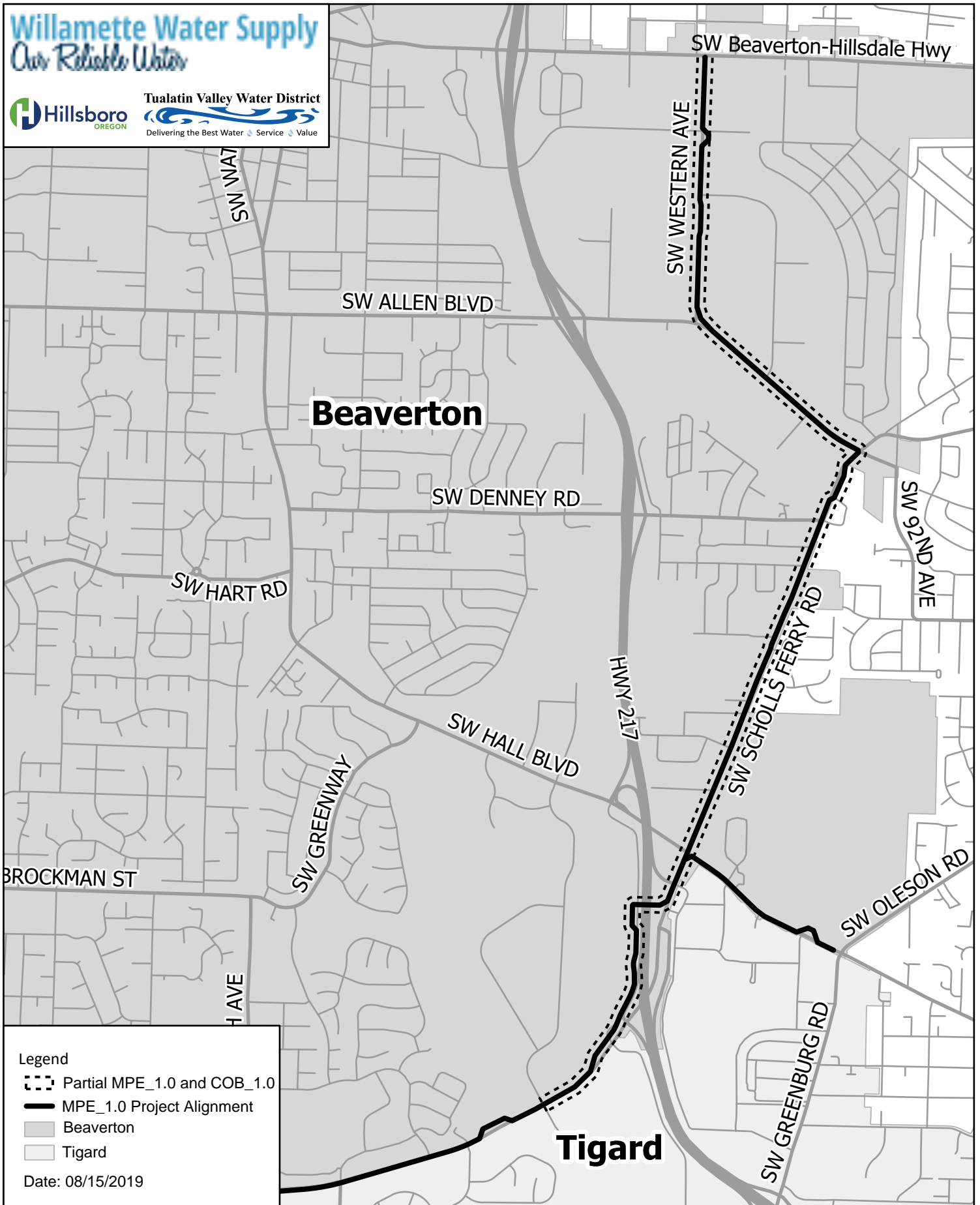


Exhibit 1 - MPE_1.0 and COB_1.0 Project Area

Willamette Water Supply System Commission

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**S.W. NIMBUS/SCHOLLS FERRY TO S.W. BEAVERTON-HILLSDALE HIGHWAY
PIPELINE PROJECT**

Exhibit 2

Scheduled Design Milestones

Design Milestones	Date
30% Design Submittal	December 2019
60% Design Submittal	March 2020
Begin Permit Applications	April 2020
Begin Property Acquisition	April 2020
90% Design Submittal	July 2020
100% Design Submittal	October 2020
Bid Documents Complete	December 4, 2020
ROW Acquisition Complete	March 3, 2021
Permits Received	July 28, 2021

Willamette Water Supply System Commission

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**S.W. NIMBUS/SCHOLLS FERRY TO S.W. BEAVERTON-HILLSDALE HIGHWAY
PIPELINE PROJECT**

Exhibit 3

**Compensation for Design Costs
City of Beaverton Cost Share**

Invoices for design, legal, project management, and other professional services directly related to the design of the Project will be initially paid for directly by the WWSP, which will then allocate the costs proportionally between the TVWD, WWSP, and Beaverton, and billed accordingly.

The proportional shares for invoicing will be determined based on the table provided below. The proportional cost shares between the TVWD, WWSP and Beaverton will be revised annually during the re-baseline and budget process.

Description	Design Cost Basis
Beaverton share of costs, on a monthly basis, for WWSP work related to Program Management, Procurement, Controls, Public Outreach, and Permitting Support (“Systemwide Costs”) incurred by the WWSP after execution of this Agreement .	Systemwide costs, multiplied by the ratio comprising (1) the construction costs of COB_1.0 to (2) the construction costs of all assets being constructed by WWSP, based on OPCC Value or Bid Costs, adjusted annually based on re-baseline, and finalized at substantial completion, currently estimated to be 0.01813.
WWSP and Design Consultant cost for proposal development and other scope and fee development.	Actual Cost ¹
Design Consultant cost for COB_1.0 Design and Bidding:	
• Project Management and Administration	Actual Cost ²
• Design Phase Services (COB_1.0)	Actual Cost ²
• Geotechnical Subsurface Exploration	Beaverton’s proportionate share (22%) ³ of MPE_1.0 cost. ⁴
• Geotechnical Reports and Trenchless Design Memorandums	Actual Cost ¹
• Utility Location, Mapping, and Surveying	Actual Cost ² plus proportionate share (22%) of MPE_1.0 costs ³ based on linear footage responsibility
• Traffic Impact Studies	Actual Cost ² plus proportionate share (22%) of MPE_1.0 costs ³ based on linear footage responsibility
• Permitting/Land Support	Actual Cost ²
• Coordination with Others	Actual Cost ²
• Bid Phase Services	Actual Cost ²
•	

• Lump Sum ODCs @ 2.0% of Labor	Actual Cost ²
• Invoiced ODC Allowance	Actual Cost ²
• Labor Escalation (Owner Controlled)	Actual Cost ²
WWSP Project Management	19% ⁵ of Actual Cost based on COB_1.0 OPCC Value or Bid Costs

1. Actual Cost per Brown and Caldwell Amendment "MPE_1.0 Task 6.8 Scope Preparation Fee COB 16 inch 6-18-19"
2. Actual cost per Brown and Caldwell Amendment "MPE_1.0 Fee Amend 5 COB 16 inch 6-21-19"
3. Beaverton's proportionate share is based on an equal share of the Project (COB_1.0 and Partial MPE_1.0) linear footage responsibility, compared to MPE_1.0 linear footage.
4. Costs per Brown and Caldwell MPE_1.0 Agreement "Exhibit B2 -MPE_1.0 Fee and Rates 10-09-18_Final"
5. Percent share shall be based on the ratio comprising (1) the construction costs of COB_1.0 to (2) construction costs of Partial MPE_1.0 and COB_1.0, or cost of actual work, adjusted annually based on re-baseline, and finalized at substantial completion.

STAFF REPORT

To: Willamette Water Supply System Board of Commissioners
From: David Kraska, P.E., Willamette Water Supply System General Manager
Date: January 9, 2020
Subject: Anticipated Business Agenda Items for the February 6, 2020, Meeting of the Willamette Water Supply System Board of Commissioners

Key Concepts:

The February WWSS Commission Board meeting agenda is anticipated to include staff recommendations to approve the following business agenda items:

1. Approval to award the design contract for RES_1.0
2. Approval of a construction contract change order for PLM_1.2
3. Approval of a design amendment for PLM_5.3

Background:

1. RES_1.0 Design Contract Approval Recommendation

Willamette Water Supply Program (WWSP) received two proposals for engineering design services for final design of the system water storage reservoirs, the RES_1.0 project. The project includes two new pre-stressed concrete tanks, each with a capacity of 15 million gallons, located on the WWSS-owned property east of the intersection of SW Grabhorn Road and SW Stonecreek Drive on Cooper Mountain. Notice of Intent to Award the contract to Black & Veatch Corporation was issued on December 16, 2019. Beginning in December and concluding in January, WWSP staff are negotiating the fee and contract for execution at the February 6, 2020, Board meeting. If the contract is approved, the Notice to Proceed will be issued around February 7, 2020.

2. PLM_1.2 Construction Contract Change Order Approval Recommendation

The Wilsonville Area Pipeline Project (PLM_1.0) is being delivered in three phases. The Garden Acres Road pipeline (PLM_1.2) is a partnership project with the City of Wilsonville and already in construction. As originally contracted, the pipeline work and road work have the same extents. This approach left approximately 480 feet of WWSS pipeline un-contracted in the area between the PLM_1.2 project and the already-constructed PLM_3.0 project. The recently completed-design for the Day Road crossing area includes a trenchless crossing of the road as well as open-cut pipe installation to connect to PLM_1.2 and PLM_3.0. Planned options for completing this portion of pipeline were to add it to PLM_1.2 or, as a backup option, include it with future construction of PLM_1.3.

WWSP staff recommend adding the Day Road crossing to PLM_1.2 and WWSP has Wilsonville's agreement on making this change to Wilsonville's contract. The expected value of the change likely exceeds \$500,000, requiring Board approval. The change order details are under development and will be finalized by the February Board meeting.

January 9, 2020

Anticipated Business Agenda Items for the February 6, 2020, Meeting of the Willamette Water Supply System Board of Commissioners

3. PLM_5.3 Design Contract Amendment Approval Recommendation

The Scholls Ferry Road Area Pipeline Project (PLM_5.0) engineering design has been under contract with CH2M Hill Engineers, Inc. (now Jacobs Engineering Group) since 2016. Since initiating the project, it has been divided into three phases to allow for partnership with Washington County along Roy Rogers Road and avoidance of developer work along Scholls Ferry and Tile Flat Roads. The final piece of PLM_5.0 is called PLM_5.3 and it extends from Tile Flat and Grabhorn Roads in the South Cooper Mountain area, up Cooper Mountain to the RES_1.0 project, down Cooper Mountain to the west, and connects with PLW_1.3 pipeline in South Hillsboro area.

During early design work of PLM_5.3, significant seismic hazards were discovered in the Farmington Road area. The cost of mitigating the seismic hazards was estimated to be very high (on the order of \$10 million) and prompted the design team to consider options to realign the pipeline to avoid the hazards, a lower cost option. The contract amendment, currently under development, accounts for the phasing of PLM_5.0's design from one to three phases and additional engineering services necessary to develop the new PLM_5.3 preferred alignment.

At the February WWSS Board meeting, WWSP staff will present the revised pipeline alignment and resulting design contract amendment, with a recommendation to the Board to approve the contract amendment.

Budget Impact:

No budgetary impact. The funds for these efforts are included in the WWSP Baseline budget.

Staff Contact Information:

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

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

Attachments:

None.