

# **Willamette Water Supply System Commission**

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**Board Meeting**  
**Thursday, November 5, 2020**  
**12:00 – 2:00 PM**

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

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# Willamette Water Supply System Commission

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**Willamette Water Supply System Commission  
Board Meeting Agenda  
Thursday, November 5, 2020 | 12:00 – 2:00 PM**

**Microsoft Teams Dial-in Conference**

To slow the spread of COVID-19, this meeting is dial-in only. It will not be held at a physical location.

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- If you wish to attend via conference call and need dial-in information, please contact [Faye.Branton@tvwd.org](mailto:Faye.Branton@tvwd.org) or call 503-969-0031. • If you wish to address the Willamette Water Supply System Board, please request the Public Comment Form and return it 48 hours prior to the day of the meeting. • **All testimony is electronically recorded.**
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**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 October 1, 2020 meeting minutes.

**4. BUSINESS AGENDA**

- A. Adopt Resolution Approving MPE\_1.1/COB\_1.1 City of Beaverton Construction IGA (SW Western Avenue from SW Beaverton-Hillsdale Highway to SW Allen Boulevard) – *Joelle Bennett*
- B. Adopt Resolution Approving PLW\_1.2 Construction IGA to Relocate Existing 18-inch TVWD Pipeline – *Joelle Bennett*
- C. Adopt Resolution Approving PLM\_4.2 WCLUT Design IGA Amendment 2 – *Mike Britch*
- D. Acting as Local Contract Review Board: Adopt Resolution Approving the Use of Alternative Contracting Methods for Construction of PLW\_2.0 – *Mike Britch*

**5. INFORMATION ITEMS**

- A. Planned December Business Agenda Items – *Joelle Bennett*
- B. The next Board meeting is scheduled on December 3, 2020, via Microsoft Teams conference

**6. COMMUNICATIONS AND NON-AGENDA ITEMS**

- A. None scheduled.

**ADJOURNMENT**

**Willamette Water Supply**  
*Our Reliable Water*

Safety Minute:

Food Safety Tips for the Holidays

1

Avoid foodborne illness during the holidays  
(and every day)



2

## Follow these 4 Simple Food Safety Steps



3

## Step 1: Clean



- Wash hands, utensils, cutting boards in hot soapy water before and after contact with raw meat, poultry, seafood, and eggs
- Don't wash that turkey
  - Washing raw meat & poultry can cause bacteria to spread up to three feet away
  - Cooking to the right temperature kills any bacteria that may be present

4

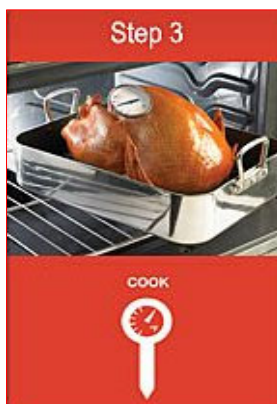
## Step 2: Separate



- Keep raw meat and poultry apart from foods that won't be cooked
  - In shopping cart and in carry home bags
  - At home, place in containers or sealed plastic bags
  - Freeze if not using within a few days
  - Use separate cutting boards to prep

5

## Step 3: Cook



- Use a meat thermometer and check your turkey in 3 places:
  - innermost part of the thigh
  - innermost part of the wing
  - thickest part of the breast
- All 3 places should register 165°F

6

## Step 4: Chill



- Refrigerate foods as soon as possible
  - Refrigerate turkey within 2 hours after cooking
- Store leftovers below 40°F
  - Store in refrigerator or cooler with ice
  - Use within 4 days or freeze
- Don't store food outdoors
  - Risk of temperature variation / animal contamination

7

## Bonus Tip: 3 Safe Ways to Defrost a Turkey

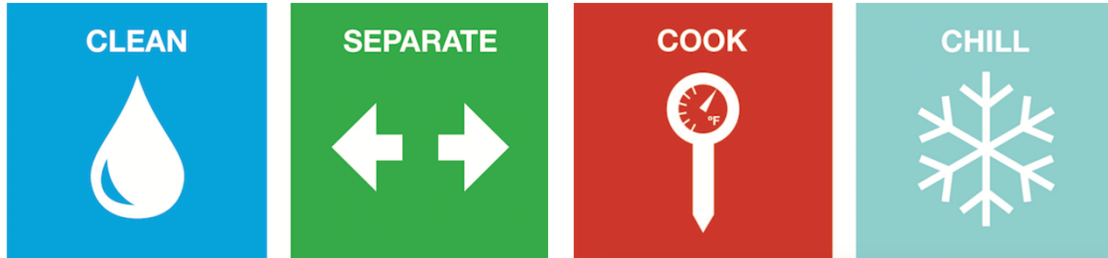


- In refrigerator – 24 hours per 5 lbs
- Submerge (in original wrapper) in cold tap water – change water every 30 minutes
- In microwave (refer to your microwave owner's manual)

8



## Follow the 4 Rules of Food Safety



and

## Enjoy the Holidays!

Sources: <https://www.usda.gov/media/press-releases/2016/11/21/usdas-five-tips-food-safe-thanksgiving>  
<https://www.foodsafety.gov/keep-food-safe/4-steps-to-food-safety>

# Willamette Water Supply System Commission

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# MEMO

**Date:** November 5, 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

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

1. **Remote Meetings Etiquette:** Thank you for your continued flexibility as we hold our meetings remotely, and for adhering to three basic rules:
  - a. Please mute your microphone when you are not speaking.
  - b. Please identify yourself before you speak.
  - c. If someone other than a Board member would like to ask a question or make a comment, please use the chat feature to let the General Manager know and wait to be acknowledged.
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 (Forecast) for October through December 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.

The Forecast shows that we currently anticipate having four business items on the December Board meeting agenda. These include two items pertaining to WWSP real estate activities, one WWSS intergovernmental agreement, and one contract approval. Joelle Bennett will present a staff report later in this meeting on these anticipated December business agenda items.

4. **Projects Planning, Permitting, and Communications Updates** – Recent permit approvals have been received for the WTP\_1.0, PLW\_1.3, MPE\_1.2, and PLW\_2.0 projects, and DEQ approval of the revised Thermal Trading Plan. Recent submittals include land use permit applications for the WTP\_1.0 and PLW\_2.0 projects, right-of-way applications for the PLM\_1.3, PLM\_4.3, and PLM\_5.3 projects, and an application for a railroad crossing license for the PLM\_4.2 project. Permit applications continue to be prepared and submitted for various WWSP projects (MPE\_1.1, PLM\_1.3, PLM\_4.2, PLM\_5.3, and PLW\_1.2). Despite restrictions and modified business practices of the permitting agencies related to COVID-19, our permits continue to be processed in a timely manner.

## GM Report to the WWSS Board of Commissioners

November 5, 2020

Page 2

**5. Projects Design Status Updates** – Work on multiple design projects continues, including eleven pipeline projects, the Water Treatment Plant (WTP\_1.0), the Distributed Controls System (DCS\_1.0), and the Terminal Storage project (RES\_1.0). All of the design projects are progressing according to plan.

**6. Projects Construction Status Updates** – There are six active construction projects:

Project	Description	Progress Since Last Month
1. RWF_1.0	Raw Water Facilities project located at the Willamette River Water Treatment Plant	Completed access road construction. Continued mobilizing equipment for bank stabilization work. Began foundation work at the upper site and caisson construction for the creek crossing.
2. PLM_1.1	Raw water pipeline project in Wilsonville that extends from our RWF_1.0 project to Wilsonville Road	Completed crossing Wilsonville's 63" waterline. All pipe installed. Testing to begin shortly.
3. PLM_1.2	Raw water pipeline project being completed in partnership with the City of Wilsonville's Garden Acres Road project	3,123 LF (88%) of waterline installed. Completed carrier pipe in the casing for the Day Road crossing.
4. PLM_5.1	Finished water pipeline project being completed in partnership with Washington County's Roy Rogers Road project	2,765 LF (39%) of waterline installed so far. Constructing 18" connection to Tigard's system.
5. PLM_5.2	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	Completing installing and testing of the corrosion protection system, and the appurtenances. Beginning pipeline disinfection.
6. PLW_1.3	Finished water pipeline project in South Hillsboro from SW Farmington Road to SE Blanton Street	Completed clearing and grubbing and haul road construction. Delayed due to coordination with developers.

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

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## Approvals and Procurement Forecast: October 2020 through December 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
<b>Program Baseline or Related Plans</b> (above Program Director's Authority)	1. None	N/A	N/A	N/A	N/A
<b>Real Estate</b>	2. PLW_2.0 Resolution of Need (third supplemental approval)	Approve	N/A	MC: 9/17/2020 a	10/1/2020 a
	3. PLM_5.3 Resolution of Need (fourth supplemental approval)	Approve	N/A	MC: 11/19/2020 t	12/3/2020 t
	4. PLM_1.3 Resolution of Need	Approve	N/A	MC: 11/19/2020 t	12/3/2020 t
	5. PLM_1.3 Resolution of Need (supplemental approval)	Approve	N/A	MC: 12/17/2020 t	1/7/2021 t
<b>IGAs, MOUs, Permit Commitments, &amp; Similar Agreements</b>	6. MPE_1.2/COB_1.2 City of Beaverton Construction IGA (S.W. Nimbus Ave./S.W. Scholls Ferry Road to S.W. Western Ave.)	Approve	N/A	MC: 9/17/2020 a	10/1/2020 a
		Execute	TBD	N/A	N/A
	7. MPE_1.1/COB_1.1 City of Beaverton Construction IGA (S.W. Western Ave. from S.W. Beaverton-Hillsdale Hwy. to S.W. Allen Blvd.)	Approve	N/A	MC: 10/22/2020 t	11/5/2020 t
		Execute	11/6/2020 t	N/A	N/A
	8. PLW_1.3 Hagg Lane Agreement 1 Amendment 2	Approve	N/A	N/A	N/A
		Execute	10/5/2020 a	N/A	N/A
	9. PLM_4.2 WCLUT Design IGA Amendment 2	Approve	N/A	MC: 10/22/2020 t	11/5/2020 t
		Execute	11/6/2020 t	N/A	N/A
	10. PLW_1.2 Construction IGA to Relocate Existing 18-inch TVWD pipeline	Approve	N/A	MC: 10/22/2020 t	11/5/2020 t
		Execute	11/6/2020 t	N/A	N/A
11. PLM_4.1 WCLUT Construction IGA	Approve	N/A	MC: 11/19/2020 t	12/3/2020 t	
	Execute	12/4/2020 t	N/A	N/A	
<b>Contracts</b> (above Program Director's Authority)	12. RES_1.0 and PLM_5.3 Project Construction Manager/General Contractor (CM/GC) <ul style="list-style-type: none"> <li>Goal: CM/GC for RES_1.0/PLM_5.3 project</li> <li>Approximate value (design phase): \$0.47M</li> <li>Approximate value (construction phase): \$118.9M</li> <li>Contractor: TBD</li> <li>Publish Request for Proposals: 9/2/2020 a</li> </ul>	Approve	N/A	MC: 11/19/2020 t	12/3/2020 t
		Execute	12/4/2020 t	N/A	N/A

Type	Description	Projected Action	Body/Position (projected action date)			
			Program Director	WWSS Committees	WWSS Board	
<b>Contract Amendments and Change Orders</b> (above Program Director's Authority)	13. PLM_1.0 Design Contract Amendment for Completing PLM_1.3 Design <ul style="list-style-type: none"> <li>• Goal: Amend contract for design services to accommodate PLM_1.3</li> <li>• Value: \$618K</li> <li>• Engineer: HDR</li> </ul>	Approve	N/A	MC: 9/17/2020 a	10/1/2020 a	
		Execute	10/12/2020 a	N/A	N/A	
<b>Local Contract Review Board (LCRB) Actions</b>	14. Findings for the Use of Alternative Contracting Methods for Construction of MPE_1.2/COB_1.2 <ul style="list-style-type: none"> <li>• Goal: Use of best value selection approach</li> <li>• Board approval to initiate public comment 8/6/2020 a</li> </ul>	Approve	N/A	MC: 7/23/2020 a	10/1/2020 a	
		15. Findings for the Use of Alternative Contracting Methods for Construction of PLW_2.0 <ul style="list-style-type: none"> <li>• Goal: Use of best value selection approach</li> <li>• Board approval to initiate public comment 10/1/2020 a</li> </ul>	Approve	N/A	MC: 9/17/2020 a	11/5/2020 t
			16. DCS_1.0 Panel Fabrication Services <ul style="list-style-type: none"> <li>• Goal: Use of a special procurement to secure contracted services</li> </ul>	Approve	N/A	MC: 12/17/2020 t

**Willamette Water Supply System Commission  
Board Meeting Minutes  
Thursday, October 1, 2020**

**Commissioners present:**

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

**Committee Members present:**

TVWD: Carrie Pak, Operations Committee  
City of Hillsboro: Niki Iverson, Management Committee  
Lee Lindsey, Finance Committee  
City of Beaverton: Chad Lynn, Management Committee  
David Winship, Operations Committee

**Managing Agency Administrative Staff present:**

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

**Other Attendees:**

Mike Britch, WWSP Engineering and Construction Manager  
Christina Walter, WWSP Permitting and Outreach Manager  
Lisa Houghton, WWSP Finance Manager  
Matt Oglesby, TVWD Asset Management Division Manager  
Chris Wilson, City of Hillsboro-JWC Water Treatment Manager  
Joe Miller, HDR Water Resources Project Manager; Water Business Development Lead

**CALL TO ORDER**

Chairman Duggan called the regular Willamette Water Supply System (WWSS) Commission meeting to order at 12:00 p.m.

**ROLL CALL**

Ms. Branton administered the roll call and noted attendance.

**1. GENERAL MANAGER'S REPORT**

Mr. Kraska presented a safety minute covering tips to protect your online privacy. (*presentation on file*)

The General Manager's report included an overview of etiquette for remote meetings; the Approvals and Procurement Forecast for September through November 2020; updates on projects planning, permitting, and communications; and status updates on the design and construction of projects. The report also noted that all contractors are remaining in compliance with the Governor's Executive Order No. 20-12 regarding hygiene and social distancing.

## **2. PUBLIC COMMENT**

There were no public comments.

## **3. CONSENT AGENDA**

- A.** Approve the September 3, 2020 meeting minutes.

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

## **4. BUSINESS AGENDA**

- A.** Consider adopting Resolution No. WWSS-23-20 declaring public necessity to acquire property interests over, upon, under and through real property for pipeline section PLW\_2.0 for the Willamette Water Supply System. • *Staff Report – Joelle Bennett*

Ms. Bennett presented the staff report requesting adoption of Resolution No. WWSS-23-20.

Motion was made by Judah, seconded by Doyle, to adopt Resolution No. WWSS-23-20 declaring public necessity to acquire property interests over, upon, under and through real property for pipeline section PLW\_2.0 for the Willamette Water Supply System. The motion passed unanimously with Doyle, Duggan, and Judah voting in favor.

- B.** Consider adopting Resolution No. WWSS-24-20, approving the Intergovernmental Agreement (IGA) between the Willamette Water Supply System Commission and the City of Beaverton for construction of the COB\_1.2 Water Pipeline. • *Staff Report – Joelle Bennett*

Ms. Bennett presented the staff report requesting adoption of Resolution No. WWSS-24-20.

Motion was made by Doyle, seconded by Judah, to adopt Resolution No. WWSS-24-20, approving the Intergovernmental Agreement between the Willamette Water Supply System Commission and the City of Beaverton for construction of the COB\_1.2 Water Pipeline. The motion passed unanimously with Doyle, Duggan, and Judah voting in favor.

- C.** Acting as the Local Contract Review Board (LCRB), consider adopting Resolution No. WWSS-25-20, declaring an exemption from competitive bidding for the MPE\_1.2 and COB\_1.2 ancillary pipeline projects and approving the use of best value selection method for a construction contractor, following a hearing of oral testimony or written comments. • *Staff Report – Mike Britch*

Mr. Britch provided a presentation requesting LCRB adoption of Resolution No. WWSS-25-20. (*presentation on file*)

Following the staff report Chair Duggan opened the public hearing under ORS 297.335 at 12:28 pm. There were no written comments or testimony in support of or opposition to this request. Chair Duggan closed the public hearing at 12:29 pm.



Acting as the Local Contract Review Board, motion was made by Judah, seconded by Doyle, to adopt Resolution No. WWSS-25-20, declaring an exemption from competitive bidding for the MPE\_1.2 and COB\_1.2 ancillary pipeline projects and approving the use of best value selection method for a construction contractor. The motion passed unanimously with Doyle, Duggan, and Judah voting in favor.

- D. Acting as the Local Contract Review Board, consider approving a draft resolution declaring an exemption from competitive bidding for the PLW\_2.0 pipeline project and COH\_1.0 ancillary pipeline project and approving the use of best value selection method for a construction contractor, receiving oral testimony or written comments, and directing that the resolution be brought back for adoption at the November 5, 2020 Board meeting.
  - *Staff Report – Mike Britch*

Mr. Britch provided a presentation requesting approval to move forward with public notification for comment regarding the presented draft resolution and that the resolution be brought back for adoption at the November 5, 2020 Board meeting. (*presentation on file*)

In response to commissioner's question, staff replied that we must go through the formal process of publishing notice for public comment prior to Board action.

Acting as the Local Contract Review Board, motion was made by Doyle, seconded by Judah, to approve public notice regarding the draft resolution declaring an exemption from competitive bidding for the PLW\_2.0 pipeline project and COH\_1.0 ancillary pipeline project and approving the use of best value selection method for a construction contractor, to receive oral testimony or written comments, and to have the resolution brought back for adoption at the November 5, 2020 Board meeting. The motion passed unanimously with Doyle, Duggan, and Judah voting in favor.

- E. Consider approving Amendment 14 to the HDR contract in the amount of \$617,929.17 allowing for additional design services on the PLM\_1.0 project of the Willamette Water Supply Program. • *Staff Report – Mike Britch*

Mr. Britch provided a presentation requesting approval of Amendment 14 to the HDR design contract to provide continued design services for the PLM\_1.0 project of the Willamette Water Supply Program. (*presentation on file*)

Motion was made by Judah, seconded by Doyle, to approve Amendment 14 to the HDR contract in the amount of \$617,929.17 for additional design services on the PLM\_1.0 project of the Willamette Water Supply Program. The motion passed unanimously with Doyle, Duggan, and Judah voting in favor.

## **5. INFORMATION ITEMS**

- A. WWSS Thermal Trading Plan Update • *Staff Report – Christina Walter*

Ms. Walter presented the staff report providing an update on the WWSS Thermal Trading Plan, including overview of background, comments received, outcome of the recent public hearing, current status of the Oregon Department of Environmental Quality's (DEQ) approval of the plan and next steps.

**B. Planned November Business Agenda Items • Staff Report – Joelle Bennett**

Ms. Bennett presented information on business agenda items planned for the November 5, 2020 WWSS Commission Board meeting. Staff anticipates recommending approval of:

1. PLM\_1.3 Resolution of Public Necessity
2. PLM\_5.3 Supplemental Resolution of Public Necessity
3. MPE\_1.1/COB\_1.1 City of Beaverton Construction Intergovernmental Agreement (IGA) *(SW Western Avenue from SW Beaverton-Hillsdale Highway to SW Allen Boulevard)*
4. PLM\_4.2 WCLUT Design IGA Amendment 2
5. PLW\_1.2 Construction IGA to Relocate Existing 18-inch TVWD Pipeline
6. Findings for the Use of Alternative Contracting Methods for Construction of PLW\_2.0
7. PLW\_2.0 Modify Baseline Construction Duration and Resulting Increase to Project Budget

C. The next Board meeting is scheduled on November 5, 2020 via dial-in conference, due to continued COVID-19 guidelines.

**6. COMMUNICATIONS AND NON-AGENDA ITEMS**

A. None scheduled.

**ADJOURNMENT**

There being no further business, Chairman Duggan adjourned the meeting at 1:15 p.m.

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James Duggan, Chair

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Denny Doyle, Vice Chair

**STAFF REPORT**

**To:** Board of Commissioners

**From:** Joelle Bennett, P.E., Willamette Water Supply Program Assistant Director

**Date:** November 5, 2020

**Subject:** Intergovernmental Agreement between Willamette Water Supply System Commission and City of Beaverton for Construction of MPE\_1.1 and COB\_1.1 Water Pipelines

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**Requested Action:**

Consider adopting a resolution approving an Intergovernmental Agreement between Willamette Water Supply System Commission and City of Beaverton for Construction of MPE\_1.1 and COB\_1.1 Water Pipelines.

**Key Concepts:**

- WWSP can deliver additional non-WWSS projects as detailed in the WWSS Intergovernmental Agreement and the City of Beaverton (City) project in the subject agreement is specifically identified within the WWSS Intergovernmental Agreement
- The MPE\_1.1 and COB\_1.1 pipeline projects have been designed by WWSP's design consultant under a design project agreement (executed in January 2020 and amended in August 2020).
- The MPE\_1.1 and COB\_1.1 projects will be delivered through a construction contract procured and administered by the City
- Approval of this Agreement allows for coordinated construction of the MPE\_1.1 and COB\_1.1 pipelines as well as a City road improvement project, with goals to reduce impacts to the traveling public and neighbors

**Background:**

In January 2020, WWSS Board of Commissioners and the City of Beaverton executed an IGA (COB\_1.0 Design IGA) between the City and the Willamette Water Supply System (WWSS) for Design of SW Nimbus/Scholls Ferry to SW Beaverton-Hillsdale Highway Pipeline Project (COB\_1.0) with part of the TVWD MPE\_1.0 project (currently identified as MPE\_1.1 and MPE\_1.2). Included in the recitals of the agreement was the option to expand the agreement to add additional pipeline work for the City along SW Hall Boulevard from SW Scholls Ferry Road to SW Oleson Road through an amendment. Amendment 1, executed in August 2020, confirmed the design of the Beaverton Hall Boulevard pipeline by WWSS under the terms of the existing COB\_1.0 Design IGA.

The MPE\_1.1 and COB\_1.1 Construction IGA details the following items:

- Management of the project by City resources
- Assignment of City and WWSP staff to key construction management roles
- Bidding procedures in compliance with WWSS and City Water Infrastructure Finance and Innovation Act (WIFIA) requirements
- Contract administration coordination between parties

November 5, 2020

Intergovernmental Agreement between Willamette Water Supply System Commission and City of Beaverton for Construction of MPE\_1.1 and COB\_1.1 Water Pipelines

- Responsibility for all direct and indirect costs associated with the COB\_1.1 project incurred by the City, and
- To fully indemnify, defend and hold harmless the WWSS and other parties from any and all claims, costs, damages, liabilities or demands of any kind.

In conclusion, the proposed agreement for the MPE\_1.1 and COB\_1.1 projects is based on the approved agreement for the MPE\_1.2 and COB\_1.2 projects, but the City will lead the construction contractor procurement and delivery, coordinated with its coincident road improvement project. The City is still reviewing the proposed agreement, but previously approved the agreement for the MPE\_1.2 and COB\_1.2 projects. Specific construction management coordination requirements are included in the IGA to define the responsibilities of each party, so construction of the coordinated projects can progress efficiently.

Staff recommend approval of the MPE\_1.1 and COB\_1.1 Construction IGA.

**Budget Impact:**

There is no budgetary impact to WWSS from adopting the Agreement. The MPE\_1.1 costs will be invoiced by the City as outlined in the IGA, and all other costs for COB\_1.1 and the road improvement project will be paid by the City.

**Staff Contact Information:**

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

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

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

**Attachments:**

Exhibit A: Proposed Resolution

Exhibit B: Intergovernmental Agreement between Willamette Water Supply System Commission and City of Beaverton for Construction of MPE\_1.1 and COB\_1.1 Water Pipelines

**RESOLUTION NO. WWSS-26-20**

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN WILLAMETTE WATER SUPPLY SYSTEM COMMISSION AND CITY OF BEAVERTON FOR CONSTRUCTION OF MPE\_1.1 AND COB\_1.1 WATER PIPELINES

WHEREAS, Tualatin Valley Water District (“TVWD”), the City of Hillsboro (“Hillsboro”), and the City of Beaverton (“Beaverton”) formed the Willamette Water Supply System Commission (“Commission”) 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 TVWD, Hillsboro, 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 Commission and Beaverton entered into the Intergovernmental Agreement (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, with an effective date of January 1, 2020; and

WHEREAS, the Parties have divided the COB\_1.0 and MPE\_1.0 into multiple projects, this agreement is for the construction of the MPE\_1.1 project, coincident with COB\_1.1, on SW Western Avenue, also coincident with a City road improvement project.

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

Section 1: This Agreement between Willamette Water Supply System Commission and City of Beaverton for Construction of MPE\_1.1 and COB\_1.1 Water Pipelines, attached hereto as Exhibit 1 and incorporated herein by this reference, is approved.

Section 2: The General Manager is hereby directed to work with the Commission’s legal counsel to finalize the Agreement, consistent with this Resolution, and is authorized to execute the Agreement on behalf of the Commission.

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

Approved and adopted at a regular meeting held on the 5<sup>th</sup> day of November 2020.

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James Duggan, Chair

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Denny Doyle, Vice Chair

Proposed

**INTERGOVERNMENTAL AGREEMENT****BETWEEN****WILLAMETTE WATER SUPPLY SYSTEM COMMISSION****AND****CITY OF BEAVERTON****FOR CONSTRUCTION OF MPE\_1.1 and COB\_1.1 WATER PIPELINES**

This Agreement is made and entered into by and between the Willamette Water Supply System Commission, an Oregon intergovernmental entity (“WWSS Commission”), and the City of Beaverton, an Oregon municipal corporation acting by and through its City Council (“City”). The WWSS Commission and the City are referred to individually as a “Party” and jointly as “Parties.”

**RECITALS**

- A. ORS Chapter 190 authorizes the WWSS Commission and the City to enter into intergovernmental agreements for the performance of any or all functions and activities that a Party to the agreement has the authority to perform.
- B. Tualatin Valley Water District (“TVWD”), the City of Hillsboro, and the City formed the WWSS Commission to permit, design, and construct the Willamette Water Supply System. As part of that system, TVWD is developing a pipeline project known as the Metzger Pipeline East (“MPE\_1.0”) being managed by the Willamette Water Supply Program on behalf of the WWSS Commission.
- C. The City desires to design and construct a project consisting of a 16-inch water pipeline to be owned solely by the City and extending from SW Nimbus Ave./SW Scholls Ferry Rd. to SW Allen Blvd., then along SW Western Ave. to SW Beaverton Hillsdale Highway (“COB\_1.0”), which the City refers to as the East Transmission Intertie Project (CIP No. 4172).
- D. The route of the City’s COB\_1.0 project coincides with a portion of the route of the WWSS Commission’s MPE\_1.0 project, and the Parties previously executed an intergovernmental agreement to coordinate the design of those projects and an agreement to coordinate the construction of the COB\_1.2 and MPE\_1.2 portions of those projects.
- E. The City is also constructing a road project that overlaps with the COB\_1.1 and MPE\_1.1 pipeline projects, which the City identifies as “PA2018-0058 Western Avenue Improvement Project, CIP No. 3328” (“Western Avenue”).

- F. To maximize benefits to their constituents and to the community at large, it is the mutual desire of the WWSS Commission and the City to enter into this Agreement to further cooperate in the construction and inspection of the COB\_1.0 project, the MPE\_1.0 project, and the Western Avenue project in a portion of the area where those projects overlap (“Project”), with the allocation of responsibilities as detailed below.

## **AGREEMENT**

NOW, THEREFORE, the premises being in general as stated in the Recitals, which are incorporated here by this reference, and in consideration of the terms, conditions, and covenants set forth below, the Parties agree as follows:

### **ARTICLE 1                      PROJECT COMPONENTS AND MILESTONES**

- 1.1. The Project shall consist of the construction of the water system improvements referred to as MPE\_1.1 and COB\_1.1 as shown in Exhibit 1 (MPE\_1.0 and COB\_1.0 Project Limits), and the Western Avenue road work which is incorporated by this reference and defined as follows:
- 1.1.1. “MPE\_1.1” means the 48-inch pipeline to be owned solely by TVWD on SW Western Avenue that extends from SW Allen to SW Beaverton-Hillsdale Highway, including a cut-in valve at the corner of SW 96<sup>th</sup> Avenue and SW Beaverton-Hillsdale Hwy.
- 1.1.2. “COB\_1.1” means the 16-inch pipeline to be owned solely by the City on SW Western Avenue that extends from SW Allen to SW Beaverton-Hillsdale Highway.
- 1.1.3. “Western Avenue” means...
- 1.2. The Parties agree that the construction of the Project shall occur on a schedule as set forth in Exhibit 2 (“Project Milestones”).

### **ARTICLE 2                      CITY WORK AND OBLIGATIONS**

- 2.1. The City shall designate a person to be responsible for coordination of the Project with the WWSS Commission (“Construction Manager”) and a principal engineer (“Project Engineer”). The City initially designates [REDACTED] as Construction



Manager and [REDACTED] as Project Engineer. The City will notify the WWSS Commission if a different person is designated for either position.

2.2. The City will administer all aspects of bidding for construction of the Project and will solicit bids in compliance with public contracting laws.

2.2.1. The City intends to select a prime construction contractor (“Contractor”) to construct the Project. Prequalification requirements for the Contractor will be included in the bid documents and will be a requirement of award of the bid. The City may use any lawful process for the procurement of the Contractor.

2.2.2. The City’s bidding process and bid documents will include, at a minimum: (a) a mandatory pre-bid meeting or proprietary meetings with interested bidders; (b) a thirty-day bid period; and (c) insurance requirements set in accordance with the City’s standard minimum requirements.

2.2.3. If the City receives questions from potential bidders relating to the MPE\_1.1 or COB\_1.1 portions of the Project, the City will submit the questions and proposed responses to the project representative for the WWSP (“Project Representative”) and the principal engineer for the WWSP (“Principal Engineer”). The City will issue the final response to such questions after incorporating feedback from the WWSP’s representatives, with final responses to be copied to the WWSP’s Project Representative.

2.2.4. The City will provide WWSP ten (10) business days to evaluate the bid results and shared costs prior to issuing notice of intent to award for the Project. If, after the evaluation of the bid results and shared costs, WWSP elects not to proceed, the City reserves the right to proceed with the COB\_1.1 or the Western Avenue portions of the Project.

2.3. The City shall perform, or cause to be performed, all actions necessary for the construction of the Project, including contract administration, construction engineering, real estate acquisition, permit acquisition, materials testing, inspection, and project management.

2.3.1. The acquisition of real estate required for the construction of MPE\_1.1 or COB\_1.1 that overlaps with a real estate acquisition required for the construction of Western Avenue are acquisitions for the Project which the City will coordinate. WWSP must review and approve the form of easements applicable to MPE\_1.1 and COB\_1.1 during and prior to final acquisition to verify that WWSP has the required ability to enter any easement area of the Project to perform required work.

2.3.2. Permits for construction of MPE\_1.1 and COB\_1.1 that overlap with permits required for the construction of Western Avenue that will be obtained by the City may include, without limitation, permits for the City and

its agents and contractors to perform work for the Project on or across railroad property, highways, Washington County right-of-way, City of Beaverton right-of-way or property, and City of Tigard right-of-way or property. Notwithstanding the foregoing, if a permitting agency requires separate permits for MPE\_1.1, WWSP will obtain those permits.

- 2.3.3. The City will provide all traffic control plans, as well as changes to traffic control plans, necessary for the Project.
- 2.3.4. The City will provide WWSP with access to all Project documents, including, but not limited to, submittals, requests for information (“RFI”), contract correspondence, Quality Assurance/Quality Control, daily reports, and photos through e-Builder as administered by the WWSP for the Parties.
- 2.3.5. The City will receive, catalog, and promptly route to WWSP all RFIs and all requests for substitutions, submittals, and any other documents pertaining to, or that could result in a change order to, the MPE\_1.1 or COB\_1.1 portions of the Project.
- 2.3.6. Before issuing a final response to an RFI or other Contractor request, the City’s Construction Manager will incorporate any comments received from WWSP within seven (7) business days, using e-Builder. The City will defer to comments and responses from the WWSP’s Project Representative or WWSP Principal Engineer when responding to all RFIs, substitutions, and submittals solely related to MPE\_1.1.
- 2.3.7. If a claim or request for Change Order would increase the amount of the shared costs, or if it affects the WWSP-only cost for MPE\_1.1 work, WWSP will respond to the City within ten (10) business days regarding whether it approves or disapproves of the claim or request for the Change Order. The City will not resolve or settle a claim for extra compensation or schedule adjustment for such claims without WWSP approval in writing.
- 2.3.8. The City will provide written and verbal notice to WWSP within one (1) business day of receiving notice of any disagreements, disputes, delays, or claims with the Contractor related to or arising out of the MPE\_1.1 portion of the Project and coordinate with WWSP to reach a resolution.
- 2.3.9. The City will have sole and total decision-making authority with respect to the COB\_1.1 and Western Avenue portions of the Project. The City will have decision-making authority on any shared cost items after notifying WWSP of any decision that results in a material change or increased cost to the MPE\_1.1 portion of the Project.
- 2.3.10. The City will determine, in its reasonable discretion, when the Project has achieved substantial completion and final acceptance. At substantial

completion, the City Construction Manager shall perform a “walk-thru” with the WWSP’s Project Representative of the entire length of the Project to allow WWSP to identify construction defects, non-complying materials or workmanship, and any construction that is contrary to the plans and specifications. Then the City will prepare and provide a construction punch list to WWSP based on the walk-thru. The City will also accompany the WWSP’s Project Representative for inspection and final acceptance of the MPE\_1.1 portion of the Project. The City shall require a two-year maintenance bond for all MPE\_1.1 improvements upon final acceptance.

- 2.4. The City will be solely responsible for managing the Project construction schedule, including the Project Milestones. The City will provide the Contractor’s baseline schedule and monthly schedule updates to WWSP for review and comment. The City will consider and incorporate WWSP’s review comments that do not have a materially adverse impact on COB\_1.1 or Western Avenue costs or Project Milestones, as determined by the City in a commercially reasonable manner.
- 2.5. The City shall be responsible for all Project outreach and communications, including as it relates to planned utility service interruptions or changes to existing service that may result from Project construction or operation. WWSP shall have access to all outreach information via e-Builder.
- 2.6. The City shall perform actions regarding compensation as set forth in Article 5 – Compensation.
- 2.7. The WWSS Commission owns all rights to MPE\_1.1, including the right to transfer that portion of the Project to TVWD. Following completion of the Project, upon request by WWSP, the City will assign to the WWSS Commission all rights under performance and payment bonds, warranties, and claims arising out of the construction contract related to the MPE\_1.1 portion of the Project, after which it shall be the WWSS Commission’s responsibility to manage and administer all warranties and warranty work associated with MPE\_1.1.

### **ARTICLE 3            WWSS COMMISSION OBLIGATIONS**

- 3.1     In implementing this Agreement, the WWSS Commission may at all times act by and through the WWSP. References to the WWSP in this Agreement shall be deemed to be references to the WWSS Commission.
- 3.2     WWSP shall designate a Project Representative, the person that has authority to approve requests for field changes for MPE\_1.1 and COB\_1.1 to be responsible for coordination of the Project with the City and the WWSP Principal Engineer. WWSP initially designates Brendan Robless as Project Representative and Mike

Britch as Principal Engineer, and WWSP will notify the City if a different person is designated for either position.

- 3.3 The Project Representative will participate in the mandatory pre-bid meeting or proprietary meetings set forth in Section 2.2.2, provide timely responses to bidder's questions about MPE\_1.1 and COB\_1.1 as contemplated in Section 2.2.3, and provide timely responses to an RFI or other Contractor request as contemplated in Section 2.3.5.
- 3.4 WWSP will have primary responsibility for the review of all shop drawings, submittals, RFIs, and other requested clarifications related to the MPE\_1.1 and COB\_1.1 portions of the Project.
- 3.5 WWSP may provide additional inspection, monitoring, or require corrective work beyond those provided by or contracted for by the City for the MPE\_1.1 and COB\_1.1 work at WWSP's sole expense.
  - 3.5.1 WWSP may require additional or corrective work to be completed for the MPE\_1.1 work if, in the sole judgment of WWSP, the work is not complete in accordance with the Project contract documents. If WWSP determines the MPE\_1.1 work is not in compliance with the Project contract documents, the Project Representative shall inform the City at the earliest opportunity following discovery, and the City will require the Contractor to perform corrective actions as necessary.
  - 3.5.2 The WWSP's Project Representative shall notify the City's Construction Manager of the need to stop the MPE\_1.1 or COB\_1.1 work based on observations that the MPE\_1.1 or COB\_1.1 work is not being performed according to the Contract Documents. Notwithstanding the foregoing, the City shall make the final determination of any stop work order on the Project.
- 3.6 WWSP shall perform actions regarding compensation as set forth in Article 5.

#### **ARTICLE 4 JOINT OBLIGATIONS**

- 4.1 The City Construction Manager and WWSP Project Representative shall mutually determine the anticipated frequency and timing of any coordination meetings depending on the needs of the Project.
- 4.2 The Parties anticipate use of Water Infrastructure Finance and Innovation Act ("WIFIA") funding for the Project. WIFIA funding requires compliance with certain conditions, including, but not limited to, Davis-Bacon and related acts, American Iron and Steel Act ("AIS"), 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. The City 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 to meet each Party's WIFIA requirements.

- 4.2.1 City will accommodate and enable WWSP's implementation and enforcement of the WIFIA Program Requirements. The City's obligations under this Section 4.2.1 will include, but not be limited to: incorporating WIFIA Program Requirements in the terms, conditions, and specifications of Project construction documents for MPE\_1.1 and COB\_1.1; applying the WIFIA Program Requirements to shared cost items (as described in Section 5.2.3); providing at least 30 calendar days for construction bidding; and facilitating WWSP's access to prime contractors' and subcontractors' personnel and records.
- 4.2.2 City will abstain from contracting with a prime contractor for the Project or subcontractor for MPE\_1.1 or COB\_1.1 that has been debarred or suspended by the U.S. government. WWSP will perform a debarment check for the City's proposed prime contractor for the Project and subcontractor for MPE\_1.1 and COB\_1.1 and communicate results to City prior to contracting pursuant to Section 2.2.4.
- 4.2.3 City will transmit contractor requests for any AIS waivers to WWSP; provide WWSP with contractor's certified payrolls; abstain from waiving any WIFIA Program Requirement without the express written consent of WWSP; and enable WWSP to resolve any AIS, Davis-Bacon, or other WIFIA Program Requirement issues with the contractor or subcontractors, and notify WWSP of any potential WWSS-related litigation. WWSP will verify AIS documentation and apply for AIS waivers from the U.S. Environmental Protection Agency when necessary; review contractor certified payrolls for Davis-Bacon compliance; conduct interviews of construction workers for Davis-Bacon wage compliance checks and verify on-site signage; verify that apprentices and trainees are registered with a DOL-approved program; and resolve any AIS, Davis-Bacon, or other WIFIA Program Requirement issues with the contractor.
- 4.2.4 The identification of costs specific to MPE\_1.1 and COB\_1.1, including the portion of shared cost items attributable to MPE\_1.1 and COB\_1.1, is intended to ensure that all portions of the Project subject to the WIFIA Program Requirements remain the responsibility of the WWSS Commission.

## **ARTICLE 5 COMPENSATION**

- 5.1 WWSP shall reimburse the City the actual costs of construction, materials, and any other costs incurred solely for the benefit of MPE\_1.1. WWSP shall not pay any portion of costs solely for the benefit of COB\_1.1 and Western Avenue.
- 5.2 In addition to the costs incurred as set forth in Section 5.1, WWSP shall reimburse the City for the actual cost for construction, including costs for the

City's staff and consultant team, as shown in Exhibit 3 and as described below:

- 5.2.1 The City and WWSP will track time and materials when working on the Project in the same manner as WWSP tracks time and materials for the design and construction of MPE\_1.2 and COB\_1.2 and as further described in Section 5.2.2, and the Parties will have immediate access to this information in e-Builder.
- 5.2.2 The Parties will track and/or allocate all work performed on MPE\_1.1 and COB\_1.1 separately from work performed on Western Avenue to the extent practicable. For Project tasks that are not separable between COB\_1.1, MPE\_1.1, and Western Avenue, the Parties will allocate the work in accordance with the WWSS Commission's proportional share of the Project as shown in Exhibit 3. For any Project costs that are not specified in Exhibit 3, the proportional share shall be the ratio comprising (1) the construction costs of MPE\_1.1 or COB\_1.1 as appropriate, to (2) construction costs of MPE\_1.1, COB\_1.1, and Western Avenue or cost of actual work, adjusted annually based on re-baseline and finalized at substantial completion.
- 5.2.3 The cost to the City and the WWSP for shared cost items related to Project construction work will be shown on Schedule A.
- 5.2.4 The cost to the WWSS Commission for items solely attributed to MPE\_1.1 will be as shown in Schedule C.
- 5.3 The City will submit invoices to WWSP monthly. Each invoice shall be accompanied with documentation supporting all requested costs for compensation or reimbursement.
- 5.4 WWSP shall promptly review invoices from the City and shall pay the City the amount due within thirty (30) days of its receipt of each invoice.
  - 5.4.1 WWSP shall provide notice of any disputed invoice amount within seven (7) business days from the day the City provides the invoice to WWSP.
  - 5.4.2 Undisputed amounts shall be paid as provided in Section 5.4.
  - 5.4.3 The Parties will meet to resolve any disputed amounts and, if necessary, resolve the dispute through the provisions of Section 6.6.
- 5.5 Prior to final cost accounting and Final Acceptance, the City will fulfill the requirements of Section 2.3.10.

- 5.6 The City will provide a final cost accounting for the Project to WWSP within forty-five (45) days of Final Acceptance of the Project and payment to the Contractor.

## **ARTICLE 6 GENERAL PROVISIONS**

### **6.1 Laws of Oregon**

The Parties agree to abide by the WWSS Commission Agreement and 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. All provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated by reference and made a part of this Agreement as if fully set forth in this Agreement.

### **6.2 Default**

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

### **6.3 Indemnification**

This Agreement is for the benefit of the Parties only. Each Party agrees to indemnify and hold the other harmless, including the other Party's respective officers, employees, agents, and representatives, from and against all claims, demands, causes of actions, and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omission of services, or in any way resulting from the acts or omissions of the Parties so indemnifying and/or its officers, employees, agents, or representatives. Indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each Party shall be responsible for any contract claims, delay damages, or similar items caused by the action or inaction of the Party.

### **6.4 Documents are Public Records**

All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, which are prepared or developed in connection with this Project, shall become public records when required by Oregon Law.

## 6.5 Modification of Agreement

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

## 6.6 Dispute Resolution

Except when an event of Default as set forth in Section 6.2 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 WWSP Construction Manager and the City's Project Manager before escalating to the Project Engineer and Principal Engineer level. Disputes not resolved by the Parties' Project Engineer and Principal Engineer will be submitted to the Division Manager/Director level. The Parties may use a neutral third party to mediate if the Parties agree to facilitate such negotiations. The mediator shall be mutually chosen within thirty (30) days of the original date of written notice of the dispute. Impasse shall be declared if the Parties cannot agree on a mediator within the 30-day period above, or the Parties cannot resolve the matter through mediation within forty-five (45) days after selection of the mediator. In the event of any impasse in the resolution of any dispute, the issues shall be submitted to the governing bodies of both Parties for a recommendation or resolution within thirty (30) days after submission. Thereafter, any Party may pursue available legal or equitable remedies.

## 6.7 Remedies

Subject to the provision in paragraph 6.6, any Party may institute legal action to cure, correct, or remedy any default, to enforce any covenant or provision in this 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 representatives below, consent to the personal jurisdiction of that court.

## 6.8 Severability

If any term or provision of this Agreement or its application to any person or circumstance is determined by a court of valid jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of the remaining terms and provisions shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.



6.9 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 the County.

6.10 Integration

This Agreement includes the entire agreement of the Parties and supersedes any prior discussions or agreements regarding the same subject. There are no understandings, agreements, or representations, oral or written, regarding this Project except those in this Agreement.

**ARTICLE 7 TERM AND TERMINATION**

7.1 The term of this Agreement shall be from the date of execution for four (4) years or until completion of all obligations, whichever is sooner.

7.2 This Agreement may be amended or extended for periods of up to one year by consent of the Parties, subject to provisions of this Agreement. Except for breach, this Agreement may be canceled or terminated for any reason by either Party. Termination or cancellation shall be effective thirty (30) days after written notice to the other Party or at such time as the Parties may otherwise agree. The Parties shall, in good faith, agree to such reasonable provision for completing the Project and paying any additional costs as necessary.

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

**CITY OF BEAVERTON, OREGON**

**WILLAMETTE WATER SUPPLY  
SYSTEM COMMISSION**

By: \_\_\_\_\_  
Denny Doyle, Mayor

By: \_\_\_\_\_  
David Kraska, General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

# Willamette Water Supply System Commission

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# MPE\_1.1 AND COB\_1.1 WATERLINE PROJECT

## Exhibit 2

### Construction Milestones

Construction Milestones	Date
Request for Proposal	December 28, 2020
Proposals Due	January 28, 2021
Authorization to Award	February 15, 2021
Contract Execution – Issue Limited Notice to Proceed	March 5, 2021
Construction Notice to Proceed	June 4, 2021
Waterline Substantial Completion	May 28, 2021
Project Substantial Completion	November 28, 2022
Final Acceptance of Project	January 12, 2023

# MPE\_1.1 AND COB\_1.1 WATERLINE PROJECT

## Exhibit 3

### Compensation for Construction Costs

#### Project Cost Share

Invoices for construction, construction management and inspection, administration, and other professional services directly related to the construction of the Project will be initially paid for directly by the City, 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	Responsible Party	Construction Cost Basis
COB_1.1 share of WWSP 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.	City	10% of Actual Cost
COB_1.1 share of WWSP costs for WWSP Consultant Team Project Management, Construction Management, and Inspection	City	19% <sup>1</sup> of Actual Cost based on COB_1.1 Bid Costs
COB_1.1 share of WWSP costs for WWSP Design Consultant cost for COB_1.1 Services During Construction	City	Actual Cost <sup>2</sup>
MPE_1.1 share of costs for Materials Testing and Third-Party Services	WWSS	Actual Cost where feasible, or 60% <sup>3</sup> of Actual Cost based on Bid Costs
COB_1.1 share of Schedule A shared items	City	14% <sup>4</sup> of the awarded bid total of Schedule A shared items related to MPE_1.1 and COB_1.1
MPE_1.1 share of Schedule A shared items	WWSS	60% <sup>3</sup> of the awarded bid total of Schedule A shared items related to MPE_1.1 and COB_1.1
Schedule B – COB_1.1 work	City	Actual Cost
Schedule C – MPE_1.1 work	WWSS	Actual Cost

- 1 Percent share shall be based on the ratio comprising (1) the construction costs of COB\_1.1 to (2) construction costs of MPE\_1.1 and COB\_1.1, or cost of actual work, adjusted annually based on re-baseline, and finalized at substantial completion.
- 2 Actual cost per Brown and Caldwell Amendment “MPE\_1.0 Fee Amend 5 COB 16 inch 6-21-19”
- 3 Percent share shall be based on the ratio comprising (1) the construction costs of MPE\_1.1 to (2) construction costs of MPE\_1.1, COB\_1.1, and Western Avenue, or cost of actual work, adjusted annually based on re-baseline, and finalized at substantial completion
- 4 Percent share shall be based on the ratio comprising (1) the construction costs of COB\_1.1 to (2) construction costs of MPE\_1.1, COB\_1.1, and Western Avenue, or cost of actual work, adjusted annually based on re-baseline, and finalized at substantial completion.

# Willamette Water Supply System Commission

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**STAFF REPORT**

**To:** Board of Commissioners

**From:** Joelle Bennett, P.E., Willamette Water Supply Program Assistant Director

**Date:** November 5, 2020

**Subject:** Intergovernmental Agreement between Willamette Water Supply System Commission and Tualatin Valley Water District for Relocation of an 18-inch Waterline During Construction of PLW\_1.2 Water Pipeline

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**Requested Action:**

Consider adopting a resolution approving an Intergovernmental Agreement between Willamette Water Supply System Commission and Tualatin Valley Water District for Relocation of an 18-inch Waterline During Construction of PLW\_1.2 Water Pipeline.

**Key Concepts:**

- WWSP can deliver additional non-WWSS projects as detailed in the WWSS Intergovernmental Agreement
- TVWD desires for WWP to construct an 18-inch waterline that must be relocated due to the construction of the PLW\_1.2 water pipeline
- Approval of this Agreement allows for coordinated construction of the TVWD 18-inch water line and WWSS PLW\_1.2 water pipeline as well as a County road improvement project, with goals to reduce impacts to the traveling public and neighbors

**Background:**

The PLW\_1.2 pipeline project along Cornelius Pass Road, being designed in partnership with Washington County road improvements, parallels an existing 18-inch TVWD water line. The two pipelines conflict for approximately 92 feet at the undercrossing of an existing culvert. For traffic control and constructability reasons, it is more efficient to relocate the TVWD 18-inch pipeline during construction of the PLW\_1.2 pipeline. This proposed IGA outlines the Willamette Water Supply System and TVWD responsibilities for the relocation of the 18-inch line.

The project will be delivered by Washington County, coordinated with its coincident road improvement project, with which the PLW\_1.2 water pipeline is partnered.

Staff recommend approval of the this IGA.

**Budget Impact:**

There is no budgetary impact to WWSS from adopting the Agreement. The construction costs for the relocated 18-inch waterline will be invoiced to TVWD.

Page 2 of 2

November 5, 2020

Intergovernmental Agreement between Willamette Water Supply System Commission and Tualatin Valley Water District for Relocation of an 18-inch Waterline During Construction of PLW\_1.2 Water Pipeline

**Staff Contact Information:**

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

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

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

**Attachments:**

Exhibit A: Proposed Resolution

Exhibit B: Intergovernmental Agreement between Willamette Water Supply System Commission and Tualatin Valley Water District for Relocation of an 18-inch Waterline During Construction of PLW\_1.2 Water Pipeline



**RESOLUTION NO. WWSS-27-20**

INTERGOVERNMENTAL AGREEMENT BETWEEN WILLAMETTE WATER SUPPLY SYSTEM COMMISSION AND TUALATIN VALLEY WATER DISTRICT FOR RELOCATION OF AN 18-INCH WATERLINE DURING CONSTRUCTION OF PLW\_1.2 WATER PIPELINE

WHEREAS, Tualatin Valley Water District (“TVWD”), the City of Hillsboro (“Hillsboro”), and the City of Beaverton (“Beaverton”) formed the Willamette Water Supply System Commission (“Commission”) 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 TVWD, Hillsboro, and Beaverton and to increase system reliability; and

WHEREAS, TVWD desires for WWP to construct an 18-inch waterline that must be relocated due to the construction of the PLW\_1.2 water pipeline.

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

Section 1: This Agreement between Willamette Water Supply System Commission and Tualatin Valley Water District for Relocation of an 18-inch Waterline During Construction of PLW\_1.2 Water Pipeline, attached hereto as Exhibit 1 and incorporated herein by this reference, is approved.

Section 2: The General Manager is hereby directed to work with the Commission’s legal counsel to finalize the Agreement, consistent with this Resolution, and is authorized to execute the Agreement on behalf of the Commission.

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

Approved and adopted at a regular meeting held on the 5<sup>th</sup> day of November 2020.

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James Duggan, Chair

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Denny Doyle, Vice Chair

# Willamette Water Supply System Commission

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**INTERGOVERNMENTAL AGREEMENT****BETWEEN****WILLAMETTE WATER SUPPLY SYSTEM COMMISSION****AND****TUALATIN VALLEY WATER DISTRICT****FOR RELOCATION OF AN 18-INCH WATERLINE  
DURING CONSTRUCTION OF PLW\_1.2 WATER PIPELINE**

This Agreement is made and entered into by and between the Willamette Water Supply System Commission, an Oregon intergovernmental entity (“WWSS Commission”), and the Tualatin Valley Water District, a domestic water supply district organized under ORS Chapter 264 (“TVWD”). The WWSS Commission and TVWD are referred to herein individually as a “Party” and jointly as “Parties.”

**RECITALS**

WHEREAS, ORS Chapter 190 authorizes the WWSS Commission and TVWD to enter into intergovernmental agreements for the performance of any or all functions and activities that a Party to the agreement has the authority to perform;

WHEREAS, TVWD, the City of Hillsboro, and the City of Beaverton formed the WWSS Commission to permit, design, and construct the Willamette Water Supply System, a portion of which consists of a pipeline project known as the South Hillsboro Pipeline (“PLW\_1.2”);

WHEREAS, a portion of an 18-inch diameter waterline owned by TVWD (“TVWD Waterline”) and located on Cornelius Pass Road, 60 feet north of York Street, needs to be relocated to accommodate construction of the WWSS Commission’s PLW\_1.2;

WHEREAS, TVWD is responsible for relocating the TVWD Waterline in advance of or coincident with construction of PLW\_1.2 and TVWD desires that the WWSS Commission perform the relocation during construction of PLW\_1.2;

WHEREAS, the WWSS Commission plans to execute an intergovernmental agreement with Washington County Land Use & Transportation (“County”) to coordinate the construction of PLW\_1.2 with a County roadway project (“County Construction IGA”), with the County holding and administering the construction contract; and

WHEREAS, to maximize benefits to their constituents and to the community at large, it is the mutual desire of the WWSS Commission and TVWD to enter into this Agreement to cooperate in the relocation of the TVWD Waterline during construction of PLW\_1.2 in the area where those projects overlap (“Project”), with the allocation of responsibilities as detailed below.

**AGREEMENT**

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, which are incorporated here by this reference, and in consideration of the terms, conditions, and covenants set forth below, the Parties agree as follows:

## **ARTICLE 1 PROJECT COMPONENTS AND MILESTONES**

- 1.1. The Project shall consist of the construction of the water system improvements referred to as PLW\_1.2 and TVWD Waterline as defined below (see Exhibit 1 - PLW\_1.2 and TVWD Waterline Project Limits).
  - 1.1.1. "PLW\_1.2" means the 48-inch pipeline to be owned solely by the WWSS Commission, which extends from Tualatin Valley Highway to Frances Street on Cornelius Pass Road.
  - 1.1.2. "TVWD Waterline" means 92 linear feet of the existing 18-inch pipeline owned solely by TVWD to be replaced by 112 linear feet of 18-inch pipeline and to be relocated up to 12 feet east of the existing alignment on Cornelius Pass Road.
- 1.2. The Parties agree that the construction of the Project shall occur on a schedule as set forth in Exhibit 2 ("Construction Milestones") or as may be modified and included in the County Construction IGA.

## **ARTICLE 2 WWSS COMMISSION WORK AND OBLIGATIONS**

- 2.1. In implementing this Agreement, the WWSS Commission may at all times act by and through the Willamette Water Supply Program ("WWSP"). References to the WWSP herein shall be deemed to be references to the WWSS Commission.
- 2.2. The WWSS Commission shall designate a person to be responsible for coordination of the Project with TVWD ("Construction Manager") and a principal engineer ("WWSP Principal Engineer"). The WWSS Commission initially designates Corianne Burnett as Construction Manager and Mike Britch as the WWSP Principal Engineer. The WWSS Commission will notify TVWD if a different person is so designated for either position.
- 2.3. The WWSS Commission shall enter into a County Construction IGA for construction of the Project in coordination with County roadway improvements, by which the County shall hold and administer the construction contract.
- 2.4. WWSP, through the County Construction IGA, will coordinate with the County to administer all aspects of bidding for construction of the Project and solicit bids in compliance with public contracting laws.
  - 2.4.1. WWSP intends to require the Project construction contractor ("Pipeline Contractor"), which may be a subcontractor to the County's prime contractor, to be prequalified for WWSP pipeline work.
  - 2.4.2. If, through the County, WWSP receives questions from potential bidders relating to the TVWD Waterline portion of the Project, WWSP will submit the questions and proposed responses to TVWD's Project representative ("Project Representative"). WWSP will issue the final response to such questions after incorporating feedback from the Project Representative, with final responses to be copied to the Project Representative.
  - 2.4.3. WWSP will provide TVWD with the bid results and shared costs upon receipt from the County.

- 2.5. WWSP, directly or subject to the terms and conditions of the County Construction IGA, shall perform, or cause to be performed, all actions necessary for the construction of the Project, including contract administration, construction engineering, materials testing, inspection, and project management.
  - 2.5.1. WWSP will provide access to all Project documents, including, but not limited to, submittals, requests for information (“RFI”), contract correspondence, QA/QC, daily reports, and photos through e-Builder, as administered by the WWSP for the Parties.
  - 2.5.2. WWSP will receive from the County, catalog, and promptly route to TVWD all RFIs and all requests for substitutions, submittals, and any other documents pertaining to the TVWD Waterline portion of the Project or that could result in a change order to the Pipeline Contractor that pertains to the TVWD Waterline.
  - 2.5.3. Before issuing a final response to an RFI or other contractor request, the Construction Manager will incorporate any comments received from TVWD within seven (7) business days, using e-Builder. WWSP will defer to TVWD’s comments and responses from the Project Representative when responding to all RFIs, substitutions, and submittals solely related to the TVWD Waterline.
  - 2.5.4. If a claim or request for Change Order would increase the amount of the shared costs, or if it affects the TVWD-only cost for TVWD Waterline work, TVWD will respond to WWSP within ten (10) business days regarding whether it approves or disapproves of the claim or request for Change Order. WWSP will not resolve or settle a claim for extra compensation or schedule adjustment for such claims without TVWD approval in writing.
  - 2.5.5. WWSP will coordinate with TVWD on any disagreements, disputes, delays, or claims with the contractor related to or arising out of the TVWD Waterline portion of the Project.
  - 2.5.6. WWSP will have sole and total decision-making authority with respect to the PLW\_1.2 portion of the Project. WWSP will have decision-making authority on any shared cost items after notifying TVWD of any decision that results in a material change or increased cost to the TVWD Waterline portion of the Project.
  - 2.5.7. WWSP will determine, in its reasonable discretion, when the Project has achieved substantial completion and final acceptance. The Construction Manager shall provide a construction punch list to TVWD upon substantial completion of the Project and accompany the Project Representative for inspection and final acceptance of the TVWD Waterline portion of the Project.
- 2.6. WWSP, subject to the terms and conditions of the County Construction IGA, will be solely responsible for managing the Project construction schedule, including the Project milestones.
- 2.7. WWSP shall be responsible for all Project outreach and communications, unless it relates to planned TVWD water service interruptions or changes to existing service that may

result from TVWD Waterline construction or operation, which will be performed by TVWD pursuant to Section 3.9.

- 2.8. WWSP, subject to the terms and conditions of the County Construction IGA, shall perform actions regarding compensation as set forth in Article 5 – Compensation.
- 2.9. Following completion of the Project, upon request by TVWD, the WWSS Commission will work with the County to assign to TVWD all rights under performance and payment bonds, warranties, and claims arising out of the construction contract related to the TVWD Waterline portion of the Project, after which it shall be TVWD's responsibility to manage and administer all warranties and warranty work associated with the TVWD Waterline.

### **ARTICLE 3 TVWD OBLIGATIONS**

- 3.1 TVWD shall designate a person that has authority to approve requests for field changes for the TVWD Waterline to be responsible for coordination of the Project with WWSP, the Project Representative and a principal engineer ("TVWD Principal Engineer"). TVWD initially designates Eric George as Project Representative and Nicholas Augustus as TVWD Principal Engineer, and TVWD will notify the WWSP if a different person is so designated for either position.
- 3.3 The Project Representative will participate in any County pre-bid meeting, provide timely responses to bidder's questions about the TVWD Waterline as contemplated in Section 2.4.2, and provide timely responses to an RFI or other contractor request as contemplated in Section 2.5.3.
- 3.4 TVWD will have primary responsibility for the review of all shop drawings, submittals, RFIs, and other requested clarifications related to the TVWD Waterline portion of the Project within seven (7) business days.
- 3.5 TVWD may provide additional inspection, monitoring, or require corrective work beyond those provided by or contracted for by WWSP or through the County Construction IGA for the TVWD Waterline work at TVWD's sole expense and subject to the terms and conditions of the County Construction IGA.
  - 3.5.1 TVWD may require additional or corrective work to be completed for the TVWD Waterline work if, in the sole judgment of TVWD, the work is not complete in accordance with the Project contract documents. If TVWD determines the TVWD Waterline work is not in compliance with the Project contract documents, the Project Representative shall inform WWSP at the earliest opportunity following discovery, and WWSP will, subject to the terms and conditions of the County Construction IGA, require the contractor to perform corrective actions as necessary.
  - 3.5.2 The Project Representative shall notify the Construction Manager of the need to stop the TVWD Waterline work based on observations that the TVWD Waterline work is not being performed according to the Contract Documents. Notwithstanding the foregoing, the WWSP shall, subject to the terms and conditions of the County Construction IGA, make the final determination of any stop work order on the Project.
- 3.6 TVWD will coordinate with WWSP to determine a preferred seven (7) calendar day period for the TVWD Waterline to be taken out of service to accommodate the relocation work and will accommodate adjustments to the preferred outage period to enable the relocation

work to be completed in a manner that is cost-efficient and meets the WCLUT contractor's logistical requirements.

3.7 TVWD, in coordination with WWSP, will be responsible for public outreach and communication to its customers about any planned TVWD water service interruptions to existing services or potential variations in water quality that may result from Project construction or operation.

3.8 TVWD shall perform actions regarding compensation as set forth in Article 5.

#### **ARTICLE 4 JOINT OBLIGATIONS**

4.1 The Construction Manager and Project Representative shall mutually determine the anticipated frequency and timing of any coordination meetings depending on the needs of the Project.

4.2 The Parties anticipate that the WWSS Commission will use the Water Infrastructure Finance and Innovation Act ("WIFIA") funding for the PLW\_1.2 portion of the Project. 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. TVWD acknowledges that the WIFIA loan requirements also will be applied to the TVWD Waterline portion of the Project.

#### **ARTICLE 5 COMPENSATION**

5.1 TVWD shall reimburse the WWSP the actual costs of construction, materials, and any other costs incurred solely for the benefit of the TVWD Waterline. TVWD shall not pay any portion of costs solely for the benefit of PLW\_1.2.

5.2 In addition to the costs incurred as set forth in Section 5.1, TVWD shall reimburse the WWSP for the actual cost for construction, including costs for WWSP's staff and consultant team and County costs, as shown in Exhibit 3 and as described below:

5.2.1 WWSP will track time and materials when working on the TVWD Waterline in the same manner as WWSP tracks time and materials for the design and construction of WWSP work packages.

5.2.2 WWSP will track and/or allocate all work performed on the TVWD Waterline separately from work performed on PLW\_1.2 to the extent practicable. For Project tasks that are not separable between the TVWD Waterline and PLW\_1.2, the WWSP will allocate the work in accordance with TVWD's proportional share of the Project as shown in Exhibit 3. For any Project costs that are not specified in Exhibit 3, the proportional share for TVWD shall be \_\_\_\_\_ percent (\_\_\_\_.%).

5.2.3 The cost to TVWD and the WWSP for shared cost items related to Project construction work will be shown as a separate bid item in the pipeline bid schedule.

5.2.4 The cost to TVWD for items solely attributed to the TVWD Waterline will be as shown as bid items in the pipeline bid schedule.

5.3 TVWD will prepare memorandum invoices monthly or at a lesser frequency if so specified in the County Construction IGA. Each memorandum invoice will result in TVWD's

reimbursement to WWSP of costs incurred as outlined in sections 5.1 and 5.2 above. Each memorandum invoice shall be supported by documentation, as available to WWSP from the County, supporting all requested costs for compensation or reimbursement.

- 5.4 TVWD shall promptly prepare and process memorandum invoices to record the reimbursement of costs incurred within thirty (30) days of its receipt of each invoice's supporting documents from the WWSP.
  - 5.4.1 TVWD shall provide notice of any disputed invoice amount within seven (7) business days from the day it prepares the memorandum invoice.
  - 5.4.2 Undisputed amounts shall be paid as provided in Section 5.4
  - 5.4.3 The Parties will meet to resolve any disputed amounts and, if necessary, resolve the dispute through the provisions of Section 6.6.
- 5.5 WWSP will provide a final cost accounting for the TVWD Waterline to TVWD within forty-five (45) days of payment of the final County invoice for the Project.

## **ARTICLE 6 GENERAL PROVISIONS**

### **6.1 Laws of Oregon**

The Parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated by reference and made a part of this Agreement as if fully set forth in this Agreement.

### **6.2 Default**

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

### **6.3 Indemnification**

This Agreement is for the benefit of the Parties only. Each Party agrees to indemnify and hold the other harmless, including the other Party's respective officers, employees, agents and representatives, from and against all claims, demands, causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omission of services, or in any way resulting from the acts or omissions of the Party so indemnifying and/or its officers, employees, agents, or representatives. Indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each Party shall be responsible for any contract claims, delay damages, or similar items caused by the action or inaction of the Party.



#### 6.4 Documents are Public Records

All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, which are prepared or developed in connection with this Project, shall become public records when required by Oregon Law.

#### 6.5 Modification of Agreement

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

#### 6.6 Dispute Resolution

Except when an event of Default as set forth in Section 6.2 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 Construction Manager and the Project Representative before escalating to the principal engineer level. Disputes not resolved by the Parties' principal engineers will be submitted to the Division Manager/Director level. The Parties may use a neutral third party to mediate if the Parties agree to facilitate such negotiations. The mediator shall be mutually chosen within thirty (30) days of the original date of written notice of the dispute. Impasse shall be declared if the Parties cannot agree on a mediator within the 30-day period above, or the Parties cannot resolve the matter through mediation within forty-five (45) days after selection of the mediator. In the event of any impasse in the resolution of any dispute, the issues shall be submitted to the governing bodies of both Parties for a recommendation or resolution within thirty (30) days after submission. Thereafter, any Party may pursue available legal or equitable remedies.

#### 6.7 Remedies

Subject to the provision in paragraph 6.6, any Party may institute legal action to cure, correct, or remedy any default, to enforce any covenant or provision in this 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 representatives below, consent to the personal jurisdiction of that court.

#### 6.8 Severability

If any term or provision of this Agreement or its application to any person or circumstance is determined by a court of valid jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of the remaining terms and provisions shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

#### 6.9 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 the County.

6.10 Integration

This Agreement includes the entire agreement of the Parties and supersedes any prior discussions or agreements regarding the same subject. There are no understandings, agreements, or representations, oral or written, regarding this Project except those in this Agreement.

**ARTICLE 7 TERM AND TERMINATION**

- 7.1 The term of this Agreement shall be from the date of execution for four (4) years or until completion of all obligations, whichever is sooner.
- 7.2 This Agreement may be amended or extended for periods of up to one year by consent of the Parties, subject to provisions of this Agreement. Except for breach, this Agreement may be canceled or terminated for any reason by either Party. Termination or cancellation shall be effective thirty (30) days after written notice to the other Party or at such time as the Parties may otherwise agree. The Parties shall, in good faith, agree to such reasonable provision for completing the Project and paying any additional costs as necessary.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**TUALATIN VALLEY WATER DISTRICT**

**WILLAMETTE WATER SUPPLY  
SYSTEM COMMISSION**

\_\_\_\_\_  
By Tom Hickmann  
its Chief Executive Officer

\_\_\_\_\_  
By David Kraska  
its General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_



**Exhibit 2**  
**Scheduled Construction Milestones**  
(as may be modified and included in the County Construction IGA)

Construction Milestones	Date
Bid Advertisement	November 2021
Construction Notice to Proceed	January 2022
Substantial Completion	October 2023

**Exhibit 3**  
**Compensation for Construction Costs**  
**TVWD Cost Share**

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

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

Description	Construction Cost Basis
Construction and WWSP Consultant Team Project Management, Construction Management, and Inspection	Actual Cost, plus 1.29% <sup>1</sup> of Actual ESDC Cost based on "Relocate 18" TVWD Waterline" Bid Item
Design Consultant cost for "Relocate 18" TVWD Waterline" Bid Item Services During Construction	\$6,000 <sup>2</sup>
Materials Testing and Third-Party Services	Actual Cost where feasible, or 1.29% <sup>1</sup> of Actual Cost for materials testing based on "Relocate 18" TVWD Waterline" Bid Item

- 1 Percent share shall be based on the ratio comprising (1) the construction costs of Relocate 18" TVWD Waterline Bid Item to (2) construction costs of PLW\_1.2 and Relocate 18" TVWD Waterline Bid Item, or cost of actual work, adjusted annually based on re-baseline, and finalized at substantial completion.
- 2 Kennedy Jenks Amendment estimated design costs

# Willamette Water Supply System Commission

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**STAFF REPORT**

**To:** Board of Commissioners

**From:** Mike Britch, WWSP Engineering and Construction Manager

**Date:** November 5, 2020

**Subject:** Amendment Two to the Intergovernmental Agreement for Design of PLM\_4.2 with Washington County

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**Requested Action:**

Consider adopting a resolution approving Amendment Two to the Intergovernmental Agreement (IGA) between Washington County and the Willamette Water Supply System (WWSS) Commission for the joint design of the PLM\_4.2 project.

**Key Concepts:**

- The Intergovernmental Agreement between Washington County and Tualatin Valley Water District and the City of Hillsboro for the Willamette Water Supply Program Joint Design of PLM\_4.2 SW Tualatin-Sherwood Road - Teton to Langer Farms Parkway (PLM\_4.2) was executed in February 2019.
- In February 2020 the agreement was amended to recognize the assignment to the Commission; to add Water Infrastructure Finance and Innovation Act (WIFIA)-related contracting terms to the agreement; to clarify responsibilities for certain costs; and to update project schedules.
- This Amendment Two updates the cost shares among the two parties to complete the coordinated design projects.

**Background:**

Establishing effective partnerships has been an objective for the WWSP since its inception. With the support of the WWSS partner agencies, WWSP has established a strong partnership with WCLUT allowing for the design and construction of multiple pipeline projects in conjunction with WCLUT roadway projects. The PLM\_4.2 Project, located along SW Tualatin-Sherwood Road from Teton to Langer Farms Parkway, is nearing final design. The design has been closely coordinated between WWSP and WCLUT project teams and as such, the WWSP committed to reimbursing WCLUT for design costs it expended on WWSP's behalf.

The original IGA anticipated a cost share of \$194,800.38 based on the available design detail and anticipated coordination needs. This Amendment Two proposes a cost share of \$801,397.51, an increase of \$606,597.13, with the majority of the cost increase due to additional WCLUT effort in the following areas:

- Traffic control studies related to pipeline construction staging
- Traffic control designs related to pipeline control staging
- Land use application preparation and fees
- Railroad crossing design and coordination with railroad and Oregon Department of Transportation
- WCLUT staff time for meetings and administration of the shared activities

November 5, 2020

Amendment 2 to the Intergovernmental Agreement for Design of PLM\_4.2 with Washington County

Even with these increased costs, the total cost of this project is far below what it would have cost to perform it separate from the County project. Additionally, performing it as a partner project with the County provides many tangible benefits to the public in terms of reduced overall traffic disruption.

Staff recommend approving Amendment Two to this PLM\_4.2 Design IGA.

**Budget Impact:**

No budgetary impact. The proposed amendment would increase the total IGA value to \$801,397.51 as shown in the table below. The estimated cost share per WWSS member agency shown below is based on ownership percentages within the WWSS IGA (7/1/19). The IGA amendment amount will be funded from the project contingency within the WWSP Baseline budget.

<b>Initial IGA Value</b>	<b>\$ 194,800.38</b>
Amendment 1	\$0
<b>Current IGA Value</b>	<b>\$ 194,800.38</b>
Proposed Amendment 2	\$ 606,597.13
<i>TVWD Estimated Share<sup>1</sup></i> \$ 357,407	
<i>Hillsboro Estimated Share<sup>1</sup></i> \$ 218,921	
<i>Beaverton Estimated Share<sup>1</sup></i> \$ 30,269	
<b>Proposed IGA Value</b>	<b>\$ 801,397.51</b>

1. Based on overall project ownership percentage from Baseline 5.2 budget and WWSS IGA

**Staff Contact Information:**

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

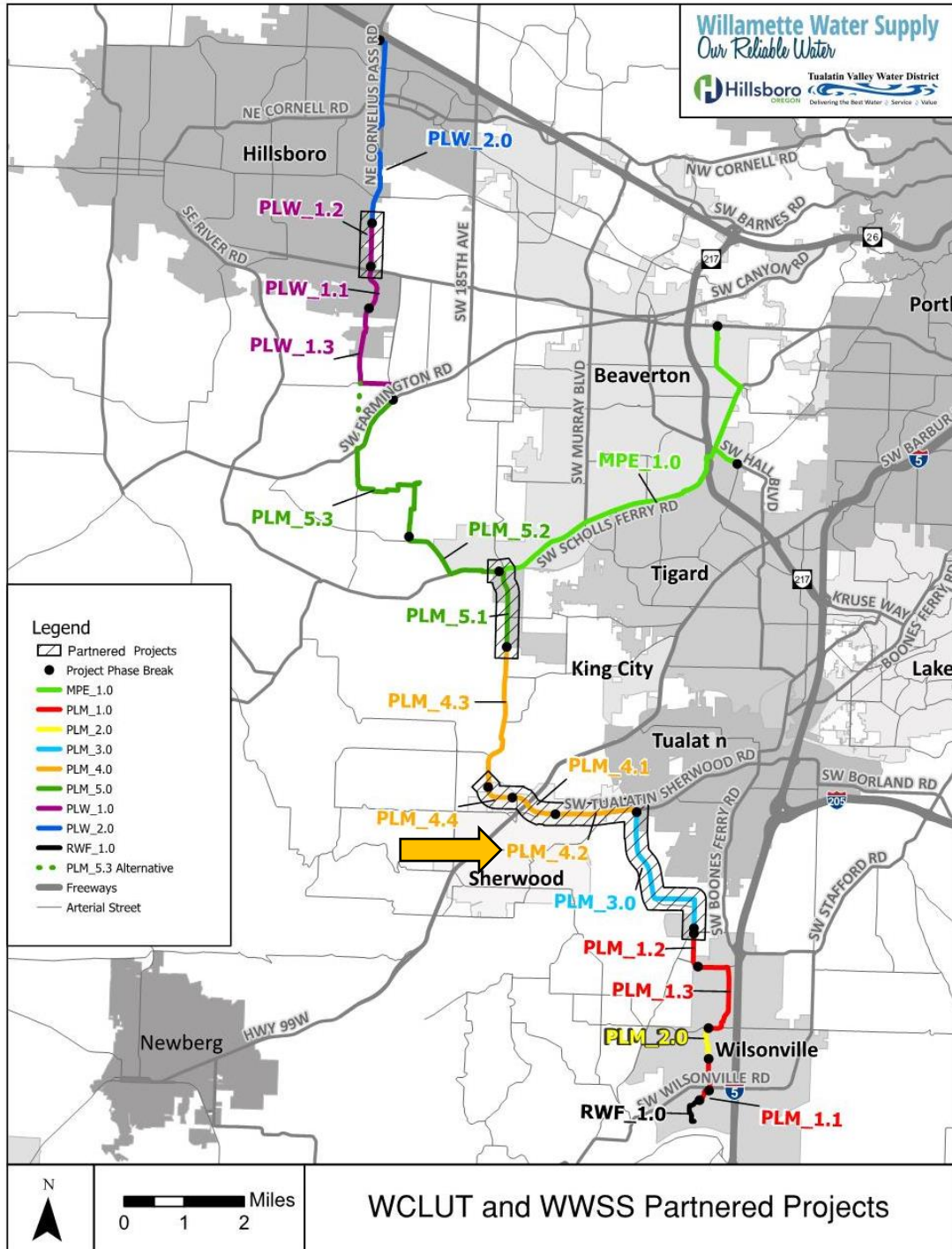
Mike Britch, WWSP Engineering and Construction Manager, 503-941-4565, mike.britch@tvwd.org

**Attachments:**

1. Project Area Map
2. Proposed Resolution for PLM\_4.2
3. Exhibit 1: Intergovernmental Agreement Amendment Two between Washington County and the Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Design of PLM\_4.2 SW Tualatin-Sherwood Road - Teton to Langer Farms Parkway



**Project Area Map:**



WCLUT and WWSS Partnered Projects

# Willamette Water Supply System Commission

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**RESOLUTION NO. WWSS-28-20**

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.

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

WHEREAS, pursuant to the Partnering MOU, in February of 2019, WWSP and WCLUT entered into an intergovernmental agreement for the joint design of PLM\_4.2 SW Tualatin-Sherwood Road – Teton to Langer Farms Parkway (“IGA for Joint Design of PLM\_4.2”); and

WHEREAS, the interests and obligations of the Tualatin Valley Water District and the City of Hillsboro have since been assigned to, and assumed by, the recently formed Willamette Water Supply System Commission (“Commission”); and

WHEREAS, the parties amended the IGA for Joint Design of PLM\_4.2 in February of 2020; and

WHEREAS, the parties desire to amend the IGA Joint Design of PLM\_4.2 in order to clarify responsibilities for certain costs; and to update project schedules.

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

Section 1: The Intergovernmental Agreement Amendment Two between Washington County and the Willamette Water Supply System Commission for the Willamette Water Supply Program Joint Design of PLM\_4.2 SW Tualatin-Sherwood Road – Teton to Langer Farms Parkway, attached hereto as Exhibit 1 and incorporated herein by this reference, is approved.

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

Approved and adopted at a regular meeting held on the 5th day of November 2020.

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James Duggan, Chair

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Denny Doyle, Vice Chair

# Willamette Water Supply System Commission

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**INTERGOVERNMENTAL AGREEMENT AMENDMENT TWO****BETWEEN****WASHINGTON COUNTY AND  
THE WILLAMETTE WATER SUPPLY SYSTEM COMMISSION  
FOR THE WILLAMETTE WATER SUPPLY PROGRAM****JOINT DESIGN****PLM\_4.2 TUALATIN SHERWOOD ROAD – TETON TO LANGER FARMS PARKWAY**

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

**RECITALS**

- A. WHEREAS, the County previously entered into the Intergovernmental Agreement for Joint Design of PLM\_4.2 Tualatin Sherwood Road – Teton to Langer Farms Parkway, executed on February 19, 2019 ("Agreement") with Tualatin Valley Water District ("TVWD") and the City of Hillsboro ("City") (jointly, "WWSS Commission's Predecessors"); and
- B. WHEREAS, the Parties have executed that certain Master Project Coordination Intergovernmental Agreement ("Master IGA") acknowledging assignment of the Agreement from the WWSS Commission's Predecessors to the WWSS Commission; and
- C. WHEREAS, the WWSS Commission still plans, designs, and constructs the Willamette Water Supply System through the Willamette Water Supply Program ("WWSP"); and
- D. WHEREAS, the Parties desire to amend the Agreement to reflect various administrative changes in the development of the Project, as that term is defined in the Agreement.

**AGREEMENT**

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

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

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

**WASHINGTON COUNTY, OREGON**

**WILLAMETTE WATER SUPPLY  
SYSTEM COMMISSION**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name: Ruth Osuna,  
As Its Deputy County Administrator

Print Name: David Kraska,  
As Its General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

**PLM\_4.2 TUALATIN SHERWOOD ROAD – TETON TO LANGER FARMS PARKWAY**

**Exhibit 2-2 (Revised)**

**Cost Breakdown**

<b>WCLUT Task</b>	<b>Total WCLUT</b>	<b>Total WWSP</b>	<b>WWSP% Share</b>	<b>Comments</b>
<b>Task 1.0 Management and Administration</b>				
1.1 Project Management and Administration	\$67,982.00	\$4,078.92	6.0%	Assumed 6% of Task Total cost.
1.2 Project Coordination and Meetings	\$253,364.48	\$15,201.87	6.0%	Assumed 6% of Task Total cost.
1.3 Project Schedule	\$9,467.00	\$946.70	10.0%	Assumed 10% of Task Total cost.
1.4 Quality Control Management and Review	\$17,572.00	\$4,656.58	26.5%	Percentage based on proportionate split of project footprint.
<b>Task 2.0 Stakeholder Coordination and Public Involvement</b>				
2.1 Stakeholder Coordination Support	\$13,135.12	\$0.00	0.0%	Joint meetings, agencies cover own costs.
2.2 Open Houses and Other Meeting Support	\$22,775.12	\$0.00	0.0%	Joint meetings, agencies cover own costs.
<b>Task 3.0 Survey and Base Mapping</b>				
3.1 Topographic Survey and Basemap	\$260,727.00	\$69,003.05	26.5%	Percentage based on proportionate split of project footprint.
3.2 Right-of-Way Mapping and Surveying	\$118,528.80	\$31,369.40	26.5%	Percentage based on proportionate split of project footprint.
3.3 Centerline and Legal Descriptions	\$178,651.60	\$47,281.28	26.5%	Percentage based on proportionate split of project footprint.
3.4 Support to Right-of-Way Acquisition	\$114,332.00	\$32,152.50	28.1%	Survey staking for TCE's and permanent easements.
3.5 Utility Coordination Survey	\$15,637.00	\$4,143.81	26.5%	Surveying pothole data and staking roadway structures for utility relocates.
3.4 124th Ave survey	\$3,500.00	\$3,500.00	100.0%	Additional survey requested by WWSS on 124th Ave (outside the road project limits).
<b>Task 4.0 Technical Studies and Reports</b>				
4.1 Traffic Support	\$49,706.00	\$13,172.09	26.5%	Percentage based on proportionate split of project footprint.
4.2 Natural Habitat Study	\$31,967.00	\$3,196.70	10.0%	Assumed 10% of Task Total cost.
4.3 Cultural Resources Study	\$22,376.00	\$2,237.60	10.0%	Assumed 10% of Task Total cost.
4.4 Geotechnical Engineering Evaluation	\$24,852.00	\$0.00	0.0%	Agencies cover own work.
4.5 Pavement Design	\$66,959.50	\$17,721.26	26.5%	Percentage based on proportionate split of project footprint.
4.6 Level I Hazmat	\$12,601.00	\$0.00	0.0%	Agencies cover own work.
4.7 Noise Technical Analysis	\$1,475.00	\$0.00	0.0%	Agencies cover own work.
4.8 Wetland Delineation	\$31,306.00	\$3,130.60	10.0%	Assumed 10% of Task Total cost.
<b>Task 5.0 Permitting</b>				
5.1 Land Use Permitting Strategy Memorandum	\$6,206.00	\$1,642.46	26.5%	Percentage based on proportionate split of project footprint.
5.2 1200-C Application Package	\$6,000.00	\$1,587.94	26.5%	Percentage based on proportionate split of project footprint.
5.3 Joint Permit Application	\$14,120.00	\$3,736.95	26.5%	Percentage based on proportionate split of project footprint.
5.4 Clean Water Services - Service Provider Letter	\$6,200.00	\$1,640.87	26.5%	Percentage based on proportionate split of project footprint.
<b>Task 6.0 Final Design</b>				
6.1 Roadway Geometry and Layout	\$340,224.00	\$0.00	0.0%	Agencies cover own work.
6.2 Drainage and Water Quality Design	\$238,990.00	\$25,044.94	10.5%	Trenchless storm railroad crossing design and coordination.
6.3 Staging and Traffic Control	\$169,618.00	\$61,062.48	36.0%	Percentage based on proportionate split of project footprint and level of effort.
6.4 Erosion Control and Landscape Design	\$100,598.00	\$15,089.70	15.0%	Percentage based on proportionate split of project footprint.
6.5 Structure Design	\$113,879.00	\$0.00	0.0%	Agencies cover own work.
6.6 Temp and Permanent Traffic Signal, Signing and Striping	\$335,117.00	\$81,412.00	24.3%	Cost to design temp traffic signals, signing and striping
6.7 Illumination, Interconnect, and Communication Plans	\$103,960.00	\$0.00	0.0%	Agencies cover own work.
6.8 Utility Coordination	\$47,572.00	\$0.00	0.0%	Agencies cover own work.
6.9 Construction Plans	\$375,833.04	\$75,166.61	20.0%	Percentage based on proportionate split of traffic control plan, erosion control plan sheets.
6.10 Construction Specifications and Estimates	\$90,128.82	\$18,025.76	20.0%	Percentage based on proportionate split of traffic control plan, erosion control plan sheets.
6.11 ODOT Rail Crossing Applications/Coordination	\$18,142.00	\$9,071.00	50.0%	Split cost
6.12 Preconstruction Support	\$0.00	\$0.00	0.0%	Agencies cover own work.
6.12.1 Preconstruction Meetings	\$7,115.00	\$0.00	0.0%	Agencies cover own work.
6.12.1 Support ROW Acquisition	\$11,750.00	\$3,109.71	26.5%	Percentage based on proportionate split of project footprint. Driveway and sidestreet TCE's.
6.12.1 Bid Document Preparation and Revisions	\$29,962.00	\$7,929.63	26.5%	Percentage based on proportionate split of project footprint.
<b>Subtotal DEA Costs</b>	<b>\$3,332,329.48</b>	<b>\$556,312.40</b>	<b>16.7%</b>	
<b>Task 7.0 Railroad Crossing Design/Coordination</b>				
Task 7.1 UPRR/PNWR Preliminary Engineering Costs	\$25,000.00	\$12,500.00	50.0%	Split cost. Railroad review fees.
Task 7.2 Wisser Rail Engineering support/coordination (Rail Order)	\$190,000.00	\$95,000.00	50.0%	Split cost. Rail designer fees for temporary and permanent crossing improvements.
Task 7.3 Wisser Rail Engineering support/coordination (Utility Permit)	\$5,000.00	\$5,000.00	100.0%	Cost for waterline crossing railroad permit review, support and coordination.
UPRR Utility Permit Fee for stormwater pipe	\$3,055.00	\$3,055.00	100.0%	Cost for utility permit to replace storm pipe under rail that needs to move for WWSP pipe.
<b>Subtotal Railroad Costs</b>	<b>\$223,055.00</b>	<b>\$115,555.00</b>	<b>51.8%</b>	
7.1 Additional Services	\$50,000.00	\$25,000.00	50.0%	Extra work allowance. Requires WWSS approval to use.
<b>WCLUT labor for PM, Contract Admin, QA/QC, Engr Design Review, App Fees (15%)</b>		<b>\$104,530.11</b>		
<b>Total Estimated Cost</b>	<b>\$3,605,384.48</b>	<b>\$801,397.51</b>	<b>22.2%</b>	

# Willamette Water Supply System Commission

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**Willamette Water Supply**  
*Our Reliable Water*

4.C Adopt Resolution Approving PLM\_4.2  
WCLUT Design IGA Amendment 2

November 5, 2020

1

## Outline

- Background
- Original IGA
- IGA Amendment
- Costs and drivers
- Benefits of partnering

**Willamette Water Supply**  
*Our Reliable Water*

2



# IGA Amendment

- Proposal
  - Increase Cost: \$606,597.13 (funded from the project contingency budget)
  - Total Cost: \$801,397.51
- Level of Design Completion
  - WWSP – 60%
  - WCLUT – 60%
- New/Increased Scope for WCLUT
  - ROW Survey and Acquisition Support to accommodate open cut crossings
  - Traffic Control and Staging to accommodate Pipeline Installation
  - Temporary Traffic Signalization and Striping to accommodate Pipeline Installation across intersections
  - Rail Crossing Design and Permitting

## Where are the costs

- Survey, Mapping and Real Estate (24%)
- Traffic Control (18%)
- Rail Crossing Design Permitting (14%)
- Construction Plans and Specs (13%)
- WCLUT Staff Costs and Agency Fees (13%)
- Permitting and Studies (7%)
- Erosion Control Plans and Specs (5%)
- Design Consultant (3%)
- Other (3%)

Percentages calculated from total IGA cost

PLM\_#2 TUALATIN SHERWOOD ROAD – TETON TO LANGER FARMS PARKWAY  
Exhibit 2-2 (Revised)  
Cost Breakdown

WCLUT Task	Total WCLUT	Total WWSP	WWSPS Share	Comments
<b>Task 1.0 Management and Administration</b>				
1.1 Project Management and Administration	\$67,962.00	\$4,078.92	6.0%	Assumed 6% of Task 1.0 cost.
1.2 Project Coordination and Meetings	\$253,964.48	\$3,203.87	0.6%	Assumed 6% of Task 1.0 cost.
1.3 Project Schedule	\$9,493.00	\$944.39	10.0%	Assumed 6% of Task 1.0 cost.
1.4 Quality Control Management and Review	\$17,177.00	\$4,056.58	23.5%	Percentage based on proportionate split of project footprint.
<b>Task 2.0 Stakeholder Coordination and Public Involvement</b>				
2.1 Stakeholder Coordination Support	\$13,135.12	\$0.00	0.0%	Joint meetings, agencies cover own costs.
2.2 Open Houses and Other Meeting Support	\$22,775.12	\$0.00	0.0%	Joint meetings, agencies cover own costs.
<b>Task 3.0 Survey and Real Estate</b>				
3.1 Geographic Surveys and Mapping	\$260,777.00	\$60,033.05	23.5%	Percentage based on proportionate split of project footprint.
3.2 Right of Way Mapping and Surveying	\$118,138.00	\$19,369.40	16.5%	Percentage based on proportionate split of project footprint.
3.3 Genealogy and Land Encumbrances	\$1,760,611.00	\$47,781.38	2.7%	Percentage based on proportionate split of project footprint.
3.4 Support in Right of Way Acquisition	\$154,810.00	\$34,112.50	22.5%	Survey, mapping, GIS, TCR, and permit-related assessments.
3.5 Utility Coordination Survey	\$15,647.00	\$4,144.81	26.5%	Surveying utilities data and making roadway projects for utility utilities.
3.6 120th Ave survey	\$1,500.00	\$1,500.00	100.0%	Additional survey requested by WSPS on 120th Ave (outside the road project limits).
<b>Task 4.0 Technical Studies and Reports</b>				
4.1 Traffic Support	\$48,706.00	\$13,113.09	26.9%	Percentage based on proportionate split of project footprint.
4.2 Historical Information Study	\$15,561.00	\$1,036.70	6.7%	Assumed 6% of Task 1.0 cost.
4.3 Cultural Resources Study	\$17,476.00	\$2,137.60	12.2%	Assumed 6% of Task 1.0 cost.
4.4 Geotechnical Engineering Evaluation	\$24,411.00	\$0.00	0.0%	Agencies cover own work.
4.5 Pavement Design	\$68,825.00	\$1,772.38	2.6%	Percentage based on proportionate split of project footprint.
4.6 Level 1/2/3	\$14,800.00	\$0.00	0.0%	Agencies cover own work.
4.7 Noise Technical Analysis	\$4,475.00	\$0.00	0.0%	Agencies cover own work.
4.8 Wetland Determination	\$18,408.00	\$1,100.00	6.0%	Assumed 6% of Task 1.0 cost.
<b>Task 5.0 Permitting</b>				
5.1 Land Use Permitting Strategy Memorandum	\$6,200.00	\$1,644.46	26.5%	Percentage based on proportionate split of project footprint.
5.2 LDRS Application Package	\$6,000.00	\$1,548.00	25.8%	Percentage based on proportionate split of project footprint.
5.3 State Permit Application	\$14,100.00	\$3,780.00	26.8%	Percentage based on proportionate split of project footprint.
5.4 State Water Services Service Provider Letter	\$6,000.00	\$1,494.00	24.9%	Percentage based on proportionate split of project footprint.
<b>Task 6.0 Street Design</b>				
6.1 Traffic Geometry and Layout	\$280,234.00	\$0.00	0.0%	Agencies cover own work.
6.2 Planning and Water Quality Design	\$108,000.00	\$51,064.84	47.3%	Interagency storm and road crossing design and coordination.
6.3 Mapping and Traffic Control	\$188,838.00	\$41,062.48	21.8%	Percentage based on proportionate split of project footprint and level of effort.
6.4 Erosion Control and Landscape Design	\$100,188.00	\$13,089.30	13.0%	Percentage based on proportionate split of project footprint.
6.5 Stormwater Design	\$113,819.00	\$0.00	0.0%	Agencies cover own work.
6.6 Signs and Permanent Traffic Signs, Signage and Striping	\$155,117.00	\$81,617.00	52.6%	Cost to design temporary signs, signage and striping.
6.7 Illumination, Interconnect, and Communication Plans	\$103,000.00	\$0.00	0.0%	Agencies cover own work.
6.8 Utility Coordination	\$47,472.00	\$0.00	0.0%	Agencies cover own work.
6.9 Construction Plans	\$175,819.94	\$175,819.94	100.0%	Percentage based on proportionate split of traffic control plans, erosion control plans, and signs.
6.10 Construction Specifications and Estimates	\$95,238.00	\$108,013.76	113.5%	Percentage based on proportionate split of traffic control plans, erosion control plans, and signs.
6.11 ODOT Fee Credits Applications/Coordination	\$18,143.00	\$0.00	0.0%	Agencies cover own work.
6.12 Procurement Support	\$0.00	\$0.00	0.0%	Agencies cover own work.
6.13 Procurement Support	\$11,100.00	\$4,009.71	36.1%	Percentage based on proportionate split of project footprint.
6.14 Procurement Support	\$11,100.00	\$4,009.71	36.1%	Percentage based on proportionate split of project footprint.
6.15 1/4" Document Preparation and Revisions	\$19,942.00	\$1,929.68	9.7%	Percentage based on proportionate split of project footprint.
<b>Subtotal O&amp;A Costs</b>	<b>\$1,313,319.48</b>	<b>\$516,312.40</b>	<b>39.3%</b>	
<b>Task 7.0 Railroad Crossing Design/Coordination</b>				
7.1 LDRS/ODOT/Utility Engineering Costs	\$25,000.00	\$12,000.00	48.0%	ODOT cost. Railroad review fees.
7.2 Water Rail Engineering Support/Coordination (3rd Order Permit)	\$290,000.00	\$50,000.00	17.2%	ODOT cost. Rail engineer fees for temporary and permanent crossing improvements.
7.3 Water Rail Engineering Support/Coordination (3rd Order Permit)	\$5,000.00	\$5,000.00	100.0%	Cost for additional crossing design/road permit review, support and coordination.
7.4 Water Rail Permit Fee for stormwater pipe	\$3,000.00	\$10,000.00	333.3%	Cost for utility permits to replace storm pipe under rail that needs to move for WSPS pipe.
<b>Subtotal Railroad Costs</b>	<b>\$323,000.00</b>	<b>\$77,000.00</b>	<b>23.8%</b>	
7.7 Additional Services	\$10,000.00	\$7,000.00	70.0%	Work under agreement. Requires WSPS approval to use.
<b>WCLUT Allow for PM, Contract Admin, O&amp;M, Eng Design Review, App Fees (15%)</b>	<b>\$184,580.11</b>	<b>\$184,580.11</b>	<b>100.0%</b>	
<b>Total Estimated Cost</b>	<b>\$1,697,904.67</b>	<b>\$881,997.51</b>	<b>52.0%</b>	

## IGA Cost History and Amendment 2 Cost Distribution

<b>Initial IGA Value</b>	<b>\$ 194,800.38</b>
Amendment 1	\$0
<b>Current IGA Value</b>	<b>\$ 194,800.38</b>
Proposed Amendment 2	\$ 606,597.13
<i>TVWD Estimated Share<sup>1</sup></i> \$ 357,407	
<i>Hillsboro Estimated Share<sup>1</sup></i> \$ 218,921	
<i>Beaverton Estimated Share<sup>1</sup></i> \$ 30,269	
<b>Proposed IGA Value</b>	<b>\$ 801,397.51</b>

<sup>1</sup> Based on overall project ownership percentage from Baseline 5.2 budget and WWSS IGA

## Benefits of Partnering

- Joint construction limits overall disruption to the community
- Because of Partnering, more Tualatin-Sherwood Rd upgraded
- Without WCLUT as partner, WWSP costs would be \$15M higher:
  - Additional ROW for temporary traffic control to maintain traffic lanes
  - Temporary pavement (hot mix asphalt concrete)
  - Bear full cost
    - Roadway, curb, storm drain, etc.
    - Temporary construction measures (erosion control, etc.)
    - Stakeholder engagement
  - Temporary widening and restoration
- WCLUT leading key stakeholder engagement, public coordination, and property acquisition

## Request for Approval

Consider approval of Amendment 2 to the WWSP/WCLUT  
PLM\_4.2 Design IGA, which increases the WWSP cost for Design  
Services by \$606,597.13

**QUESTIONS?**

# 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:** November 5, 2020

**Subject:** Request to Local Contract Review Board for Exemption from Competitive Bidding for the PLW\_2.0 Pipeline Project and COH\_1.0 Pipeline Ancillary Project

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**Requested Board Action:**

Acting as the Local Contract Review Board (LCRB), consider adopting a resolution declaring an exemption from competitive bidding for the PLW\_2.0 pipeline project and COH\_1.0 ancillary pipeline project and approving the use of best value selection method for a construction contractor.

**Key Concepts:**

- The proposed resolution declaring an exemption from competitive bidding under ORS 279C.300 allows the use of best value selection for a construction contractor for Willamette Water Supply System PLW\_2.0 project and COH\_1.0 ancillary project.
- Best value selection would enable consideration of a combination of cost and qualifications specific to the combined construction 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 this project.
- The declaration of an exemption from competitive bidding must occur after public notice. At its October 1, 2020 meeting, the Board, acting as the LCRB, considered the subject resolution and approved providing an opportunity for public comment prior to enactment at the November 5, 2020 regular Board meeting.
- A public notice of the opportunity to comment was published on October 5, 2020.

**Background:**

The PLW\_2.0 and COH\_1.0 project consists of approximately 17,600 feet of 48-inch diameter welded steel pipeline and 2,200 feet of 12-inch diameter ductile iron pipeline to convey treated water. The PLW\_2.0 48-inch pipeline is almost entirely within the right-of-way of Cornelius Pass Road, from SE Frances Street to Highway 26. The terminus of the pipeline is at the existing TVWD Pressure Reducing Valve (PRV) facility located at the southwest corner of Cornelius Pass Road and Highway 26. The COH\_1.0 12-inch pipeline runs parallel with the PLW\_2.0 pipeline in Cornelius Pass Road from NE Shaleen Street to NE Quatama Street and connects to the City of Hillsboro distribution system.

In accordance with the intergovernmental agreement establishing the Willamette Water Supply System (WWSS) Commission, the Willamette Water Supply Program (WWSP) may oversee and manage the design and construction of certain additional projects (Ancillary Projects) for the WWSS member agencies when approved by the Board. The COH\_1.0 project is an Ancillary Project that is being delivered for the City of Hillsboro. The COH\_1.0 12-inch pipeline parallels the PLW\_2.0 48-inch pipeline and the projects will be constructed together under a single construction contract.

Page 2 of 2

November 5, 2020

Request to Local Contract Review Board for Exemption from  
Competitive Bidding for PLW\_2.0/COH\_1.0

The WWSP will lead the construction 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 an exemption to use a best value selection for the combined PLW\_2.0 and COH\_1.0 construction project that would enable consideration of total construction cost and non-cost factors such as technical approach and specialized expertise, from prequalified contractors.

**Budget Impact:**

There are no budgetary impacts anticipated from this item.

**Staff Contact Information:**

David Kraska, P.E., WWSS General Manager; 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 in support of an exemption from competitive bidding: best value for the PLW\_2.0 water transmission pipeline project and COH\_1.0 water transmission ancillary project



**RESOLUTION NO. WWSS-29-20**

A RESOLUTION BY THE LOCAL CONTRACT REVIEW BOARD DECLARING AN EXEMPTION FROM COMPETITIVE BIDDING FOR WILLAMETTE WATER SUPPLY SYSTEM WATER TRANSMISSION PIPELINE PROJECT PLW\_2.0/COH\_1.0 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 PLW\_2.0/COH\_1.0 water transmission pipeline project is well-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 the PLW\_2.0/COH\_1.0 water transmission pipeline contract; and

WHEREAS, the WWSP staff developed findings required by ORS 297C.335 for an exemption from competitive bidding for PLW\_2.0/COH\_1.0, 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 October 5, 2020 and conducted a public hearing on November 5, 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 the PLW\_2.0/COH\_1.0 project; 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 PLW\_2.0/COH\_1.0 project.

Approved and adopted at a regular meeting held on the 5<sup>th</sup> day of November 2020.

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James Duggan, Chair

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Denny Doyle, Vice Chair

# Willamette Water Supply System Commission

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## Exhibit 1 to Resolution No. WWSS-29-20

**FINDINGS IN SUPPORT OF AN EXEMPTION FROM COMPETITIVE BIDDING**  
**WILLAMETTE WATER SUPPLY SYSTEM**  
**BEST VALUE FOR THE PLW\_2.0 WATER TRANSMISSION PIPELINE PROJECT AND COH\_1.0**  
**WATER TRANSMISSION PIPELINE ANCILLARY PROJECT**

**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) and local contracting rules, the local contract review board may exempt certain public improvement contracts from traditional priced-based 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 a contractor be selected by utilizing the competitive proposal process in accordance with ORS 279C.400 for the PLW\_2.0 and COH\_1.0 water transmission pipeline contract. The competitive proposal process is advantageous for this project 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 PLW\_2.0 Project is a WWSS transmission pipeline project as described more fully below. The WWSP may oversee and manage the design and construction of certain additional projects ("Ancillary Projects") for the WWSS member agencies when approved by the Owner. The COH\_1.0 project, as described more fully below, is an Ancillary Project that is being delivered for City of Hillsboro under the same construction contract as the PLW\_2.0 Project.

## **A. Project Description – Willamette Water Supply System, PLW\_2.0 Project and COH\_1.0 Ancillary Project**

The PLW\_2.0 project consists of approximately 17,600 feet of 48-inch diameter welded steel pipeline to convey treated water. The pipeline is almost entirely within the right-of-way of Cornelius Pass Road, from SE Frances Street to Highway 26. The terminus of the pipeline is at the existing TVWD Pressure Reducing Valve (PRV) facility located at the southwest corner of Cornelius Pass Road and Highway 26. The COH\_1.0 pipeline is approximately 2,200 feet of 12-inch diameter ductile iron pipeline within the Cornelius Pass Road right-of-way from NE Shaleen Street to NE Quatama Street and connects to the City of Hillsboro distribution system. The COH\_1.0 12-inch pipeline parallels the PLW\_2.0 48-inch pipeline and the projects will be constructed together under a single construction contract.

The WWSP will lead the procurement of the PLW\_2.0 and COH\_1.0 construction package and the applicable delivery method for that construction package 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, 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 PLW\_2.0 and COH\_1.0 construction project was evaluated to determine the recommended selection method.

The recommended selection method for this project 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 a given project, as further described below.

### **III. EVALUATION AND BASIS FOR SELECTION**

The PLW\_2.0 and COH\_1.0 project was 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 or facility construction)?

- 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, traffic management, or facility construction)?

For the PLW\_2.0 and COH\_1.0 construction project, evaluating the contractors’ responses to technical and logistical aspects such as the trenchless subcontractor’s qualifications and/or value engineering ideas are advantages provided by a best value approach. For PLW\_2.0 and COH\_1.0, a best value selection would enable an evaluation that includes a contractor’s approach to crossing complex intersections on Cornelius Pass Road which is a heavily trafficked arterial road and busy utility corridor (three separate trenchless crossings), a trenchless crossing of light rail tracks, critical resource crossings (two separate open-cut creek crossings with adjacent trenchless pipe sections), an evaluation of proposed tunneling contractors (not prequalified), an evaluation of the contractor’s qualifications and approach for construction of the PRV facility while not interrupting operations at an existing facility on the same site, and an evaluation of traffic control and pipe installation methods that could prove beneficial to the schedule, traffic impacts, and local business impacts.

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 the project and published in the RFP.

#### **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 procured through a best value selection approach.

Approval of this exemption allows for the PLW\_2.0 and COH\_1.0 construction contract to be entered using alternative procurement methods rather than through a low-bid competitive bidding process.

This specific request is for approval to utilize a best value selection method for the PLW\_2.0 and COH\_1.0 construction project.

To seek approval of a contract-specific 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 a contractor. 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 Beaverton staff will establish the criteria and perform the evaluation of each proposal according to the criteria identified in the RFP. 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 default low bid method. In September 2019, WWSP 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 through a value-based selection method should optimize the construction and minimize challenges for the combined PLW\_2.0 and COH\_1.0 project. Specifically, selecting the highest-scoring contractor should result in fewer change orders and claims because the selection will be evaluated with appropriate weight provided to non-pricing criteria as WWSP staff determines should be prioritized for the project. Fewer change orders and claims should result in cost savings for the project. Selection considering the qualifications and experience of the proposer’s key staff is expected to lead to more collaboration, which minimizes challenges and enables a focus on value engineering.

This type of project is well-suited to the best value selection method because evaluating proposers based on criteria such as value engineering and overall approach is expected to lead to benefits to the public including reducing disruption to businesses, residents, emergency services, and the traveling public throughout the project. Selecting the highest-scoring contractor provides the best overall

value. WWSP has experience using this same best value procurement method for other contracts and has been able to achieve these increased benefits and reduced risks from that process.

**VII. CONCLUSION**

In accordance with ORS Chapter 279C, an exemption from competitive bidding for the PLW\_2.0 and COH\_1.0 public improvement contract 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 the 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.

# Willamette Water Supply System Commission

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# Willamette Water Supply

*Our Reliable Water*

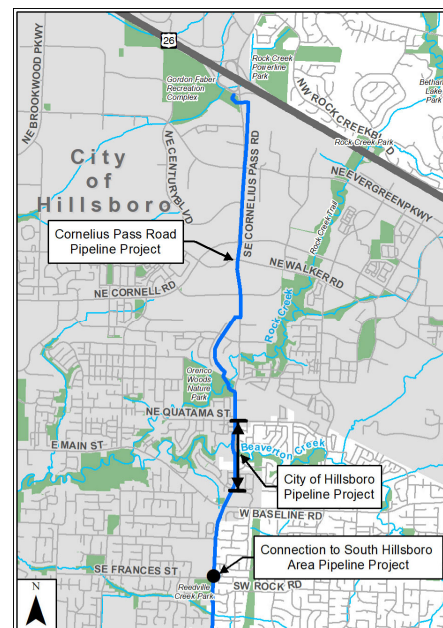
## 4D. Adopt Resolution Approving the Use of Alternative Contracting Methods for Construction of PLW\_2.0

November 5, 2020

1

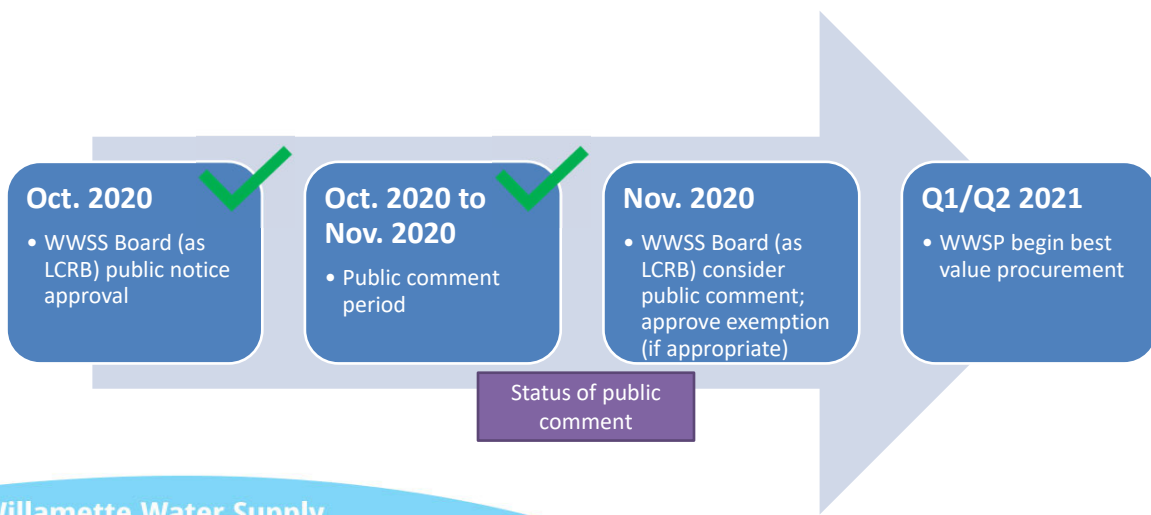
### PLW\_2.0

- 17,600 feet of 48-inch welded steel pipeline
- 6 trenchless crossings
- New pressure reducing valve facility
- Includes COH\_1.0 pipeline
  - 2,200 feet of 12-inch ductile iron pipeline
  - Connects to the City of Hillsboro distribution system



2

## Implementation Steps



3

## Recommendation

Consider adopting a resolution declaring an exemption from competitive bidding for the PLW\_2.0 and COH\_1.0 project and approving the use of best value selection method for the construction contractor.

4

**STAFF REPORT**

**To:** Willamette Water Supply System Board of Commissioners  
**From:** Joelle Bennett, P.E., WWSP Assistant Program Director  
**Date:** November 5, 2020  
**Subject:** Anticipated Business Agenda Items for the December 3, 2020, Meeting of the Willamette Water Supply System Board of Commissioners

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**Key Concepts:**

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

1. PLM\_1.3 Resolution of Public Necessity
2. PLM\_5.3 Supplemental Resolution of Public Necessity
3. PLM\_4.1 WCLUT Construction IGA
4. RES\_1.0 and PLM\_5.3 Project Construction Manager/General Contractor Procurement

**Background:**

The following actions are anticipated business agenda items for the December 3, 2020, meeting of the WWSS Board of Commissioners. Due to the dynamic nature of the WWSS work, request for approval of some items may be delayed or new items may emerge on the business agenda next month. WWSS staff strive to provide preliminary information one month prior to requesting action, and a full staff report describing the recommended action during the appropriate month.

1. PLM\_1.3 Resolution of Public Necessity

WWSS staff are ready to initiate property acquisition for pipeline section PLM\_1.3, located within the City of Wilsonville, along SW Kinsman Road, SW Boeckman Road, SW 95<sup>th</sup> Avenue and SW Ridder Road. The WWSP has progressed the design of this pipeline section to enable identification of property requirements for construction and long-term operation and maintenance of the pipeline. The pipeline alignment was selected through an extensive alternatives evaluation, and the preferred location was selected based upon the best interests of the public and the least injury to private property owners. The proposed resolution will enable the initiation of the property acquisition process, including negotiations with the Property owner and any other applicable interest holders.

At the December WWSS Board meeting, WWSP staff will present the project area and easement needs, with a recommendation to the Board to adopt the Resolution of Public Necessity to allow WWSP staff to begin the process to acquire permanent and temporary construction easements for PLM\_1.3.

2. PLM\_5.3 Supplemental Resolution of Public Necessity

WWSS staff are aware of additional property needs for pipeline section PLM\_5.3 that are now finalized and were not included in the first resolutions of need for this project.

At the December WWSS Board meeting, WWSP staff will present the supplemental project area and easement needs, with a recommendation to the Board to adopt the supplemental Resolution of Public Necessity to allow WWSP staff to begin the process to acquire these permanent and temporary construction easements for PLM\_5.3.

3. PLM\_4.1 WCLUT Construction IGA

The WWSS has strategically partnered with Washington County Land Use and Transportation (WCLUT) to deliver coordinated pipeline and roadway projects at various locations in the region. The design of project PLM\_4.1 on SW Tualatin-Sherwood Road between Langer Farms Parkway and Borchers Road is nearly complete and WWSS and Washington County are readying bidding documents. The construction IGA will specify how the two projects will be constructed together and define each agency's specific responsibilities. Washington County will be the lead agency.

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

4. RES\_1.0 and PLM\_5.3 Project Construction Manager/General Contractor Procurement

The WWSS has determined that the RES\_1.0 and PLM\_5.3 projects will be delivered as one project utilizing the construction manager/general contractor (CM/GC) approach. WWSS published the request for proposals for a CM/GC on September 2, 2020 and received four responses by the due date of October 6, 2020. The top two respondents have been notified of the upcoming interviews.

At the December WWSS Board meeting, WWSP staff will present the proposed contract with a recommendation to the Board for approval.

**Budget Impact:**

Anticipated costs for all of the actions described are reflected in the WWSP 2020 budget. The cost changes for ancillary projects and additional equipment (such as a turnout) are borne entirely by the requesting Partner.

**Staff Contact Information:**

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

**Attachments:**

None.

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**Willamette Water Supply System Commission  
Board Meeting**

**November 5, 2020**

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