

Willamette Water Supply System Commission

Board Meeting
Thursday, March 4, 2021
12:00 – 2:00 PM

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

Willamette Water Supply System Commission

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**Willamette Water Supply System Commission
Board Meeting Agenda
Thursday, March 4, 2021 | 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@twwd.org or call 971-329-5523. • 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 February 4, 2021 meeting minutes

4. BUSINESS AGENDA

- A. Adopt MPE_1.1/COB_1.1 City of Beaverton Construction IGA – *Mike Britch*
- B. Adopt MPE_1.2/COB_1.2 City of Beaverton Construction IGA Amendment 1 – *Mike Britch*
- C. Approve Amendment to Permitting Services Contract for Next One-Year Period – *Christina Walter*
- D. Approve (as Local Contract Review Board, or LCRB) Special Procurement for DCS_1.0 Panel Fabrication Services – *Mike Britch*

5. INFORMATION ITEMS

- A. Planned April Business Agenda Items – *Joelle Bennett*
- B. The next Board meeting is scheduled on April 1, 2021, via Microsoft Teams conference

6. COMMUNICATIONS AND NON-AGENDA ITEMS

- A. None scheduled.

ADJOURNMENT

Willamette Water Supply System Commission

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Willamette Water Supply
Our Reliable Water

Safety Minute:
Eye Injury Prevention

1

Eye Injury Prevention

While many eye injuries happen on the job,
nearly half occur in and around the home.
Fortunately, most eye injuries are preventable.

**ALL EYES ON
PREVENTION!**



2

Eye Injury Prevention – During DIY

- Wear protective eyewear during risky activities

- Safety glasses with side shields when exposed to flying particles, objects, or dust
- Goggles when exposed to chemicals
(even if you're just a bystander)



- Supervise your child's use of tools

- Sharp or pointed objects can cause serious eye injury
(pencils, scissors, forks, knives....)
- Common household items can also be dangerous
(paper clips, bungee cords, wire coat hangers, rubber bands, fishhooks)



3

Eye Injury Prevention – During Yardwork

- Protect your eyes while doing yardwork

Use protective eyewear when operating lawnmowers, trimmers, and leaf blowers

- Keep others away from flying debris

Keep children out of the yard when using equipment

- Store hazardous substances out of reach

Keep fertilizers, pesticides and pool chemicals out of reach



4

Eye Injury Prevention – Around the House

- Use caution with chemicals and cleaners
 - Carefully read product labels
 - Don't mix products
 - Keep all chemicals out of reach
- Be careful when cooking or using hot objects
 - Use grease shields
 - Keep curling irons away from eyes
- Store sharp kitchen tools safely
- Eliminate hazards that may cause falls
 - Secure rugs and railings
 - Use safety gates at top and bottom of stairs
 - Cover sharp furniture edges and corners with a cushioning material



5

Eye Injury Prevention – At Play

- Avoid projectile toys, such as darts, bows and arrows, missile-firing toys
 - Don't allow your child to play with pellet or BB guns
- Do not allow your child to use laser pointers
 - Green laser pointers can permanently and quickly damage the retina and cause visual loss
 - Lasers of other colors are also dangerous and can cause eye injury
- Keep small children safe around dogs
 - Eye injuries frequently occur when young children are bitten by dogs
- Protect eyes during sports
 - A ball, puck, stick, bat, racket or flying object holds a potential risk of eye injury
 - Choose sports protective eyewear labeled as ASTM F803-approved
 - Eyewear that hasn't been tested for sports use, such as sunglasses, can cause more harm than no eyewear at all



6

When to Seek Medical Care

When an eye injury occurs, seek medical help as soon as possible, even if the injury seems minor. Delaying care could lead to permanent vision loss or blindness.

Seek immediate medical care if you notice:

- Pain, trouble opening the eye or seeing
- A cut or torn eyelid
- One eye not moving as well as the other
- One eye sticking out farther
- An unusual pupil size or shape
- Blood in the white part of the eye
- An object on the eye or under the eyelid that can't easily be removed

Prevent further damage:

- Don't touch, rub or apply pressure
- Don't try to remove an object that appears stuck on the surface or penetrated the eye
- Don't apply ointment or medication
- Flush out any chemicals with plenty of clean water
- Gently place a shield or gauze patch until you can get medical attention

7

Eye Injury Prevention

An accident can happen in the blink of an eye.
Being prepared through prevention and quick action in an emergency can help keep you and your loved ones seeing clearly.



Sources:

<https://www.mayoclinic.org/healthy-lifestyle/adult-health/in-depth/eye-injury/art-20047121>

<https://www.aao.org/eye-health/tips-prevention/preventing-injuries>

8

MEMO

Date: March 4, 2021
To: Willamette Water Supply System Board of Commissioners
From: David Kraska, P.E., General Manager
Re: Willamette Water Supply System (WWSS) General Manager's Report

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

1. **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 "raise hand" feature to let the General Manager know and wait to be acknowledged.
2. **Safety Minute** – David Kraska will present today's safety minute.
3. **Approvals and Procurements Forecast** – Attached to this GM report is the approvals and procurements forecast (Forecast) for February through April 2021. The Forecast presents a view of WWSP activities that have recently been approved or are scheduled for approval over the next two months by either the WWSP Director, WWSS Committees, or the WWSS Board.

The Forecast identifies nine business items that are anticipated to be on the April Board meeting agenda. These include two budget items, one real estate approval, and six WWSS intergovernmental agreements. The two budget items pertain to our annual Program rebaselining effort that is currently underway. Under the direction of the Management Committee, we are evaluating a range of cost-management strategies to prepare the annual work plan and budget for the next fiscal year. Joelle Bennett will present a staff report on these anticipated April business agenda items later in this meeting.

4. **Projects Planning, Permitting, and Communications Updates** – Permits and approvals were recently issued for the PLW_2.0 and MPE_1.2 projects, a permit application was submitted for PLW_1.3, as well as applications to public notice for the PLM_5.3 and PLW_2.0 projects. Permit applications continue to be prepared and submitted for various WWSP projects (System-wide annual report to the Oregon State Historic Preservation Office (SHPO), U.S. Army Corps of Engineers/Department of State Lands (USACE/DSL) permit modification bundle for PLM_4.3, PLW_2.0, WTP_1.0 and RES_1.0 minor modifications, and RES_1.0). Despite restrictions and

GM Report to the WWSS Board of Commissioners

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modified business practices of the permitting agencies related to COVID-19, our permits continue to be processed in a timely manner.

- 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 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 deep soil mixing at the caisson zone and began deep soil mixing work at the transition zone. Began jet grouting. Began excavation at the trenchless launch shaft. Existing Raw Water Pump #2 was removed and sent for inspection and any needed rehabilitation.
2. PLM_1.1	Raw water pipeline project in Wilsonville that extends from our RWF_1.0 project to Wilsonville Road	Project and punch list items are complete. Final paving striping on Kinsman Rd. complete. Cathodic protection system activated and tested. Final project closeout in progress.
3. PLM_1.2	Raw water pipeline project being completed in partnership with the City of Wilsonville's Garden Acres Road project	Activation of cathodic protection system complete. PLM_1.2 to PLM_3.0 final tie-in is in progress.
4. PLM_5.1	Finished water pipeline project being completed in partnership with Washington County's Roy Rogers Road project	All 66" pipe installed and joint grouting in progress. Continued installation of appurtenances and corrosion protection system. Tigard Turnout 18" piping and associated vault construction in progress.
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	Project is substantially complete. Closing project permits, completing property restoration and punch list items.

GM Report to the WWSS Board of Commissioners

March 4, 2021

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6. PLW_1.3	Finished water pipeline project in South Hillsboro from SW Farmington Road to SE Blanton Street	Completed construction of the microtunnel launch shaft. Continued construction of the microtunnel receiving shaft. Approx. 700 LF of 30-inch TVWD Turnout pipe installed along Rosedale Road.
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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.

- 7. Staffing Update** – Faye Branton, our original WWSS Board recorder, will be retiring on April 2, 2021. In preparation for her departure, we have begun transitioning her many responsibilities at the Willamette Water Supply Program and with the WWSS Commission. TVWD recorder Debbie Carper will be taking over WWSS Commission recorder duties starting with today's meeting. Faye's work ethic, dedication to service, and high standards are key reasons for the success of our WWSS Board operations that began in the summer of 2019. Over the next month, we will continue to work on the smooth transition of Faye's responsibilities before she moves on to a well-earned retirement.



Willamette Water Supply System Commission

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Approvals and Procurement Forecast: February 2021 through April 2021

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

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

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

Type	Description	Projected Action	Body/Position (projected action date)		
			Program Director	WWSS Committees	WWSS Board
Program Baseline or Related Plans (above Program Director's Authority)	1. WWSP Annual Baseline Schedule and Budget	Approve	N/A	MC: 3/18/2021 t	4/1/2021 t
		Execute	N/A	N/A	N/A
	2. WWSS Fiscal Year 2021-2022 Work Plan and Budget	Approve	N/A	MC: 3/18/2021 t	4/1/2021 t
		Execute	N/A	N/A	N/A
Real Estate	3. MPE_1.2 Resolution of Need (third supplemental approval)	Approve	N/A	MC: 3/18/2021 t	4/1/2021 t
	4. PLM_1.3 Resolution of Need	Approve	N/A	MC: 4/22/2021 t	5/6/2021 t
IGAs, MOUs, Permit Commitments, & Similar Agreements	5. PLM_4.2 WCLUT Design IGA Amendment 2	Approve	N/A	MC: 10/22/2020 a	11/5/2020 a
		Execute	2/28/2021 t	N/A	N/A
	6. MPE_1.1/COB_1.1 City of Beaverton Construction IGA	Approve	N/A	MC: 2/18/2021 t	3/4/2021 t
		Execute	3/31/2021 t	N/A	N/A
	7. WWSS WCLUT Master IGA Amendment 1	Approve	N/A	MC: 3/18/2021 t	4/1/2021 t
		Execute	4/2/2021 t	N/A	N/A
	8. DCS_1.0 Sherwood Broadband Services IGA	Approve	N/A	MC: 3/18/2021 t	4/1/2021 t
		Execute	4/2/2021 t	N/A	N/A
	9. PLW_2.0 Settlement Agreement with Metro and Hillsboro for OWNP	Approve	N/A	MC: 3/18/2021 t	4/1/2021 t
		Execute	4/2/2021 t	N/A	N/A
	10. MPE_1.2/COB_1.2 City of Beaverton Construction IGA Amendment 1	Approve	N/A	MC: 3/18/2021 t	4/1/2021 t
		Execute	4/2/2021 t	N/A	N/A
	11. RES_1.0 WCLUT Grabhorn Road Realignment IGA	Approve	N/A	MC: 3/18/2021 t	4/1/2021 t
		Execute	4/2/2021 t	N/A	N/A
12. PLM_4.1 WCLUT Construction IGA	Approve	N/A	MC: 3/18/2021 t	4/1/2021 t	
	Execute	4/2/2021 t	N/A	N/A	
13. PLM_4.2 WCLUT Construction IGA	Approve	N/A	MC: 4/22/2021 t	5/6/2021 t	
	Execute	5/7/2021 t	N/A	N/A	
14. PLM_4.4 WCLUT Construction IGA	Approve	N/A	MC: 4/22/2021 t	5/6/2021 t	
	Execute	5/7/2021 t	N/A	N/A	

Type	Description	Projected Action	Body/Position (projected action date)			
			Program Director	WWSS Committees	WWSS Board	
Contracts (above Program Director's Authority)	15. None	N/A	N/A	N/A	N/A	
Contract Amendments and Change Orders (above Program Director's Authority)	16. Real Estate Services	Approve	N/A	MC: 1/21/2021 a	2/4/2021 a	
	<ul style="list-style-type: none"> Goal: Amend contract to update level of effort based on updated property counts and revised staffing approach Value: \$707K Consultant: HDR 	Execute	2/15/2021 t	N/A	N/A	
	17. WTP_1.0 Design Contract Amendment	Approve	N/A	MC: 1/21/2021 a	2/4/2021 a	
	<ul style="list-style-type: none"> Goal: Amend contract to reflect Sherwood land use requirements in 100% design Value: \$705K Engineer: CDM Smith 	Execute	2/5/2021 a	N/A	N/A	
	18. Water Supply Integration Contract Amendment	Approve	N/A	MC: 2/18/2021 t	3/4/2021 t	
	<ul style="list-style-type: none"> Goal: Amend contract to add Integration Plan Value: \$840k Engineer: Confluence Engineering Group 	Execute	3/5/2021 t	N/A	N/A	
	19. Permitting Services Contract Amendment for Next One-year Period	Approve	N/A	MC: 2/18/2021 t	3/4/3021 t	
	<ul style="list-style-type: none"> Goal: Extend DEA's contract through February 2022 and add budget to cover continued services during this period Value: \$2 million 	Execute	3/11/21021 t	N/A	N/A	
	Local Contract Review Board (LCRB) Actions	20. DCS_1.0 Panel Fabrication Services	Approve	N/A	MC: 2/18/2021 t	3/4/2021 t
		<ul style="list-style-type: none"> Goal: Use of a special procurement to secure control panel fabrication services; amend DCS_1.0 contract with S&B, Inc. if approved and after protest period 				

**Willamette Water Supply System Commission
Board Meeting Minutes
Thursday, February 4, 2021**

Commissioners present:

Tualatin Valley Water District (TVWD): Jim Duggan
City of Hillsboro: David Judah
City of Beaverton: Laura Mitchell (Acting Alternate)

Committee Members present:

TVWD: Tom Hickmann, Management Committee
Paul Matthews, Finance Committee
Carrie Pak, Operations Committee
City of Hillsboro: Niki Iverson, Management Committee
Lee Lindsey, Finance Committee
Eric Hielema, Operations Committee
City of Beaverton: Chad Lynn, Management Committee
David Winship, Operations Committee

Managing Agency Administrative Staff present:

Dave Kraska, Willamette Water Supply Program (WWSP) Director; WWSS Commission General Manager
Joelle Bennett, WWSP Assistant Director
Bill Van Derveer, WWSP Program Manager
Mike Britch, WWSP Engineering and Construction Manager
Lisa Houghton, WWSP Finance Manager
Christina Walker, WWSP Permitting & Outreach Manager
Clark Balfour, TVWD General Counsel
Faye Branton, WWSP Administrative Assistant; WWSS Commission Recorder

Other Attendees:

Joel Cary, TVWD Water Resources Division Manager
Matt Oglesby, TVWD Asset Management Division Manager
Debbie Carper, Tualatin Valley Water District Recorder
Shital Patel, TVWD Technical Services Accountant
Chris Wilson, City of Hillsboro-JWC Water Treatment Manager
Rob Annear, Senior Principal Engineer, Geosyntec Consultants, Inc.

CALL TO ORDER

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

ROLL CALL

Ms. Branton administered the roll call and noted attendance.

1. GENERAL MANAGER'S REPORT

Mr. Kraska presented a safety minute on the importance of focusing on the task at hand to stay safe and reduce the risk of accidents. (*presentation on file*)

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

2. PUBLIC COMMENT

There were no public comments.

3. CONSENT AGENDA

- A. Approve the January 7, 2021 meeting minutes.
- B. Adopt the Corrective Action Plan to Address the WWSS Commission Audit Findings.

Mr. Kraska pointed out that Paul Matthews, TVWD Chief Financial Officer, was in attendance and available, should Commissioners have questions regarding Consent Agenda item 3B. Adopt Corrective Action Plan to address the WWSS Commission Audit Findings.

Page 23 of the February 4, 2021 WWSS Board meeting agenda packet contains an access link to the document titled *Communications With Those Charged with Governance*, from Moss Adams, LLC, which is listed as an attachment to the staff report for Consent Agenda item 3B. The security settings on this document precluded it from being embedded in the agenda packet; therefore, it was posted on the WWSS Commission website as a separate attachment to the staff report found on pages 19-20 of the agenda packet. Access links to the February 4, 2021 Board meeting agenda packet and the *Communications With Those Charged with Governance* document were transmitted via email to the WWSS Board of Commissioners on January 28, 2021.

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

4. BUSINESS AGENDA

- A. Approve Correction of the April 2021 Regular WWSS Board Meeting Date
 - *Staff Report – Dave Kraska*

Mr. Kraska presented the staff report noting that the April 2021 Board meeting date reflected in resolution WWSS-10-20 was in error and asked the Board to approve the correction of the meeting date from April 2, 2021 to April 1, 2021.

Motion was made by Duggan seconded by Mitchell to change the April 2021 Board meeting date from April 2, 2021 to April 1, 2021. The motion passed unanimously with Duggan, Judah, and Mitchell voting in favor.

- B.** Consider approving an amendment to the Real Estate Support Services Contract (No. 2017-004 Amendment 4) in the amount of \$707,227.85 to HDR Engineering, Inc. for continuation of real estate services for the Willamette Water Supply Program to complete planned property acquisitions. • *Staff Report – Joelle Bennett*

Ms. Bennett presented an overview of Amendment 4 to the Real Estate Support Services Contract with HDR Engineering, Inc. and requested the Board's approval. (*presentation on file*)

In response to Commissioner's question, staff replied that, if approved, the requested amount would be drawn from the Management Reserve contingency fund, which is allocated for unforeseen system-wide, non-project Willamette Water Supply Program needs. Staff also confirmed that the WWSS legal team found no ethical concerns related to this contract amendment.

Motion was made by Mitchell, seconded by Duggan, to approve Amendment 4 to the Real Estate Support Services Contract in the amount of \$707,227.85 to HDR Engineering, Inc. for continuation of real estate services for the Willamette Water Supply Program to complete planned property acquisitions. The motion passed unanimously with Duggan, Judah, and Mitchell voting in favor.

- C.** Consider approving an amendment to the WTP_1.0 design contract in the amount of \$705,225.63 to CDM Smith (Contract No. 2018-014 Amendment 12) for additional design services on the WTP_1.0 project of the Willamette Water Supply Program.
• *Staff Report – Mike Britch*

Mr. Britch presented an overview of Amendment 12 to the CDM Smith design services contract and requested the Board's approval, noting that the requested funds are expected to be covered by the Management Reserve fund. (*presentation on file*)

In response to Commissioner's question, staff replied that this increase is for the design consultant contract and does not relate to a construction contract. Staff estimates the estimated construction cost of the required improvements to be approximately three million dollars.

Motion was made by Mitchell seconded by Duggan to approve Amendment 12 to the WTP_1.0 design contract in the amount of \$705,225.63 to CDM Smith for additional design services on the WTP_1.0 project of the Willamette Water Supply Program. The motion passed unanimously with Duggan, Judah, and Mitchell voting in favor.

5. INFORMATION ITEMS

- A.** Planned March Business Agenda Items • *Staff Report – Joelle Bennett*

Ms. Bennett presented information on business agenda items planned for the March 4, 2021 WWSS Commission Board meeting. Staff anticipates recommending the following actions:

1. Adopt MPE_1.2 Resolution of Need
2. Adopt DCS_1.0 Sherwood Broadband Services IGA
3. Adopt WWSS Washington County Land Use and Transportation (WCLUT) Master IGA Amendment 1
4. Adopt PLM_4.1 WCLUT Construction IGA

5. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA
6. Approve Amendment to Water Supply Integration Contract
7. Approve (as Local Contract Review Board, or LCRB) Special Procurement for DCS_1.0 Panel Fabrication Services
8. Adopt City of Beaverton MPE_1.1/COB_1.1 Construction IGA Amendment 1
9. Adopt City of Beaverton MPE_1.2/COB_1.2 Construction IGA Amendment 1

- B.** The next Board meeting is scheduled on March 4, 2021 via dial-in conference, due to continued COVID-19 restrictions.

6. COMMUNICATIONS AND NON-AGENDA ITEMS

- A.** None scheduled.

ADJOURNMENT

There being no further business, Chairman Judah adjourned the meeting at 12:47 p.m.

David Judah, Chair

James Duggan, Vice Chair

STAFF REPORT

To: WWSS Board of Commissioners

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

Date: March 4, 2021

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

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
- Changes to the agreement terms were necessary during final negotiations, these changes require Board review and acceptance

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

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March 4, 2021

Intergovernmental Agreement between Willamette Water Supply System Commission and City of Beaverton for Construction of MPE_1.1 and COB_1.1 Water Pipelines

- Contract administration coordination between parties
- 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, for the MPE_1.1 and COB_1.1 projects, the City will lead the construction contractor procurement and delivery, coordinated with its coincident road improvement project. 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.

During negotiation of the final IGA details, staff and legal counsels for both parties recommended changing the approach in Exhibit 3, which alters partner cost shares. The changes clarify that each Party is responsible for their own actual cost of support activities (administration, public outreach, controls, permitting support, materials testing, and similar). Specific areas of work have unique cost shares based on the cost of City work compared to WWSS work, including adjustments to the cost shares assigned to the Western Avenue improvements.

Other changes included minor text edits and updating the project schedules included in Exhibit 2.

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

Mike Britch, P.E., WWSP Engineering and Construction Manager, 503-701-1343, mike.britch@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-02-21

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 4th day of March 2021.

David Judah, Chair

James Duggan, 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 Allen Blvd. to SW Western Ave., 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 96th 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 reconstruction of the existing 4-lane vehicle only road to a 3-lane road with center turn lane; separated pedestrian and bicycle pathways; landscaped median and pedestrian/bicyclist buffer; transit stops; and upgraded storm water facilities and lighting between Allen Blvd. and SW 5th St.; maintaining the existing 4-lane roadway section between SW 5th St. and SW Beaverton-Hillsdale Highway and adding a bike lane, planter and sidewalk on the east side of the road; and traffic signal modifications at the SW Allen Blvd. and SW 5th St intersections.
- 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 Trevis Smith as Construction

Manager and David Winship 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, and the WWSP will obtain permits associated with work in SW Beaverton Hillsdale Highway.

- 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 WWSP shall provide its WIFIA loan requirements to

the City and assist the City 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 subcontractors 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 Each Party shall be responsible for its own actual administration costs for the Project as shown in Exhibit 3.
- 5.4 The City will submit invoices to WWSP monthly. Each invoice shall be accompanied with documentation supporting all requested costs for compensation or reimbursement.
- 5.5 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.

- 5.5.1 WWSP shall provide notice of any disputed invoice amount within seven (7) business days from the day the City provides the invoice to WWSP.
- 5.5.2 Undisputed amounts shall be paid as provided in Section 5.5.
- 5.5.3 The Parties will meet to resolve any disputed amounts and, if necessary, resolve the dispute through the provisions of Section 6.6.
- 5.6 Prior to final cost accounting and Final Acceptance, the City will fulfill the requirements of Section 2.3.10.
- 5.7 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.

[Signatures on Following Page]

CITY OF BEAVERTON, OREGON

**WILLAMETTE WATER SUPPLY
SYSTEM COMMISSION**

By: _____
Lacey Beaty, 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
Invitation to Bid	February 24, 2021
Bid Opening	March 25, 2021
Authorization to Award – WWSP	April 13, 2021
City Council Contract Award	April 13, 2021
Contract Execution	May 3, 2021
Construction Notice to Proceed	May 5, 2021
Waterline Substantial Completion	July 1, 2022
Project Substantial Completion	December 31, 2022
Final Acceptance of Project	February 15, 2023

Willamette Water Supply System Commission

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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
MPE_1.1 share of City costs for City work related to City Administration, Procurement, Controls, Invoicing and Payment, Public Outreach, and Permitting Support incurred by the City after execution of this Agreement.	N/A	Each Party is responsible for its Actual Cost.
COB_1.1 share of WWSP costs 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.	N/A	Each Party is responsible for its Actual Cost.
MPE_1.1 share of City costs for City staff and City Consultant Team for Project Management, Construction Management, and Inspection	WWSS	62% ³ of Actual Cost based on Total Bid Costs
COB_1.1 share of WWSP costs for WWSP Consultant Team Project Management, Construction Management, and Inspection	City	13% ¹ of Actual Cost based on MPE_1.1 and 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 ²

MPE 1.1 share of railway	WWSS	Cost related to MPE_1.1 ⁶
MPE_1.1 costs for Materials Testing and Third-Party Services	WWSS	Actual Cost
Western Avenue share of Schedule A shared items	City	27% ⁵ of the awarded bid total of Schedule A shared items related to MPE_1.1 and COB_1.1
COB_1.1 share of Schedule A shared items	City	11% ⁴ 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	62% ³ 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.
- 5 Percent share shall be based on the ratio comprising (1) the construction costs of Western Avenue 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.
- 6 Estimated cost per Wisser Rail Engineering estimate dated October 27, 2020, to be paid based on cost of actual work.

WESTERN AVE (BH HWY-ALLEN BLVD) IMPROVEMENT, COB 16-INCH WATERMAIN IMPROVEMENTS, & WWSP MPE_1.1 48-INCH WATER TRANSMISSION LINE

PROJECT COST SHARE BREAKDOWN

Based on Engineer's Estimate - 100% Submittal

February 1, 2021

Bid Items highlighted yellow - shared costs between Western Ave Roadway, MPE 1.1, and COB 1.1

Bid Items highlighted green - MPE 1.1 and COB 1.1 costs only (related to work in BH Hwy - quantities from OTAK)

Bid Items highlighted cyan - includes quantity for work in BH HWY - quantities from OTAK listed to right

SCHEDULE A - WESTERN AVENUE IMPROVEMENTS			OVERALL PROJECT				SHARED COST BREAKDOWN				Notes
ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	Shared Cost Items	Western Ave Shared	MPE_1.1 Shared	COB_1.1 Shared	
1	00196	Miscellaneous Field Changes	AA	AA	\$ 150,000.00	\$ 150,000.00					
Miscellaneous Field Changes Subtotal						\$ 150,000.00					
Part 00200 - Temporary Features and Appurtenances											
2	00206	Field Office and Facilities	L.S.	1	\$ 40,000.00	\$ 40,000.00					
3	00210	Mobilization	L.S.	1	8.0%	\$ 1,560,000.00					
4	00225	Temporary Protection and Direction of Traffic	L.S.	1	3.0%	\$ 570,000.00					
5	00225	Temporary Signs	S.F.	615	\$ 22.00	\$ 13,530.00					
6	00225	Flaggers	Hr	640	\$ 52.00	\$ 33,280.00					
7	00225	Temporary Barricades, Type II	Each	4	\$ 65.00	\$ 260.00					
8	00225	Temporary Barricades, Type III	Each	13	\$ 170.00	\$ 2,210.00					
9	00225	Temporary Barrier	L.F.	1,700	\$ 15.00	\$ 25,500.00					
10	00225	Moving Temporary Barrier	L.F.	2,245	\$ 6.00	\$ 13,470.00					
11	00225	Temporary Impact Attenuator, Sand Barrel System	Each	2	\$ 1,500.00	\$ 3,000.00					
12	00225	Moving Temporary Impact Attenuators, Sand Barrel System	Each	12	\$ 400.00	\$ 4,800.00					
13	00225	Repair Temporary Impact Attenuator, Sand Module	Each	14	\$ 20.00	\$ 280.00					
14	00225	Pedestrian Channelizing Devices	L.F.	650	\$ 24.50	\$ 15,925.00					
15	00225	Temporary Plastic Drums	Each	50	\$ 50.00	\$ 2,500.00					
16	00225	Stripe Removal	L.F.	8,084	\$ 0.62	\$ 5,012.08					
17	00225	Legend Removal	S.F.	480	\$ 3.70	\$ 1,776.00					
18	00225	Bar Removal	S.F.	914	\$ 3.44	\$ 3,144.16					
19	00225	Sequential Arrow Signs	Each	2	\$ 3,000.00	\$ 6,000.00					
20	00225	Portable Changeable Message Sign	Each	4	\$ 7,000.00	\$ 28,000.00					
21	00225	Temporary Curb Ramp, Constructed	Each	2	\$ 1,800.00	\$ 3,600.00					
22	00225	Temporary Walks	S.F.	3,000	\$ 7.00	\$ 21,000.00					
23	00225	Railroad Flagger Services	Each	35	\$ 550.00	\$ 19,250.00					
24	00280	Erosion Control	L.S.	1	\$ 30,000.00	\$ 30,000.00					
25	00280	Sediment Fence	L.F.	250	\$ 7.00	\$ 1,750.00					
26	00280	Inlet Protection, Type 4	Each	42	\$ 100.00	\$ 4,200.00					
27	00280	Check Dam, Type Biofilter Bags	Each	20	\$ 100.00	\$ 2,000.00					
28	00280	Construction Entrance	Each	2	\$ 2,000.00	\$ 4,000.00					
29	00280	Concrete Washout Facility	Each	1	\$ 3,500.00	\$ 3,500.00					
Temporary Features and Appurtenances Subtotal						\$ 2,417,987.24	\$ 2,417,987.24	\$ 652,856.55	\$ 1,499,152.09	\$ 265,978.60	Cost split based on Total Construction Cost
Part 00300 - Roadwork											
30	00305	Construction Surveying	L.S.	3.0%	N/A	\$ 170,000.00					
31	00310	Removal of Structures and Obstructions	L.S.	1	\$ 15,000.00	\$ 15,000.00					
32	00320	Clearing and Grubbing	L.S.	1	\$ 20,000.00	\$ 20,000.00					
33	00330	Earthwork - Excavation and Embankment	L.S.	1	\$ 210,000.00	\$ 210,000.00					
34	00331	12 Inch Subgrade Stabilization	C.Y.	600	\$ 40.00	\$ 24,000.00					
35	00350	Subgrade Geotextile	S.Y.	11,500	\$ 1.25	\$ 14,375.00	\$ 14,375.00	\$ 3,881.25	\$ 8,912.50	\$ 1,581.25	Cost split based on Total Construction Cost
36	00390	Loose Ripap, Class 50	C.Y.	20	\$ 100.00	\$ 2,000.00					
Roadwork Subtotal						\$ 455,375.00					
Part 00400 - Drainage and Sewers											
37	00412	CIPP Liner, 8 Inch Sanitary Sewer	L.F.	744	\$ 60.00	\$ 44,640.00					
38	00412	CIPP Liner, 12 Inch Storm Sewer	L.F.	873	\$ 50.00	\$ 43,650.00					
39	00412	CIPP Liner, 15 Inch Storm Sewer	L.F.	1,442	\$ 60.00	\$ 86,520.00					
40	00412	CIPP Liner, 24 Inch Storm Sewer	L.F.	266	\$ 80.00	\$ 21,280.00					
41	00412	Service Line Reconnections	Each	2	\$ 1,500.00	\$ 3,000.00					
42	00445	8 Inch PVC Storm Sewer Pipe	L.F.	14	\$ 80.00	\$ 1,120.00					
43	00445	10 Inch PVC Storm Sewer Pipe	L.F.	244	\$ 90.00	\$ 21,960.00					
44	00445	12 Inch PVC Storm Sewer Pipe	L.F.	411	\$ 100.00	\$ 41,100.00					
45	00445	12 Inch Ductile Iron Storm Sewer Pipe	L.F.	229	\$ 130.00	\$ 29,770.00					
46	00445	15 Inch PVC Storm Sewer Pipe	L.F.	110	\$ 120.00	\$ 13,200.00					
47	00445	15 Inch Ductile Iron Storm Sewer Pipe	L.F.	129	\$ 160.00	\$ 20,640.00					
48	00445	24 Inch Ductile Iron Storm Sewer Pipe	L.F.	138	\$ 270.00	\$ 37,260.00					
49	00445	60 Inch RCP Class V Storm Sewer Pipe	L.F.	137	\$ 500.00	\$ 68,500.00					
50	00445	4 Inch PVC Sanitary Sewer Pipe	L.F.	140	\$ 60.00	\$ 8,400.00	\$ 8,400.00	\$ 4,200.00	\$ 3,647.90	\$ 552.10	50% split between WWSP and Western
51	00445	6 Inch PVC Sanitary Sewer Pipe	L.F.	181	\$ 80.00	\$ 14,480.00	\$ 14,480.00	\$ 7,240.00	\$ 6,288.28	\$ 951.72	50% split between WWSP and Western
52	00445	8 Inch PVC Sanitary Sewer Pipe	L.F.	20	\$ 100.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 868.55	\$ 131.45	50% split between WWSP and Western
53	00445	8 Inch C900 Sanitary Sewer Pipe	L.F.	110	\$ 110.00	\$ 12,100.00	\$ 12,100.00	\$ 6,050.00	\$ 5,254.71	\$ 795.29	50% split between WWSP and Western
54	00445	10 Inch C900 Sanitary Sewer Pipe	L.F.	9	\$ 120.00	\$ 1,080.00	\$ 1,080.00	\$ 540.00	\$ 469.02	\$ 70.98	50% split between WWSP and Western
55	00445	20 Inch C900 Sanitary Sewer Pipe	L.F.	76	\$ 160.00	\$ 12,160.00	\$ 12,160.00	\$ 6,080.00	\$ 5,280.77	\$ 799.23	50% split between WWSP and Western
56	00470	Concrete Manhole, 48 Inch Storm Sewer	Each	3	\$ 5,500.00	\$ 16,500.00					
57	00470	Concrete Manhole, 48 Inch Storm Sewer with Shallow Cone	Each	7	\$ 5,500.00	\$ 38,500.00					
58	00470	Concrete Manhole, 48 Inch Flat Top Storm Sewer	Each	1	\$ 5,500.00	\$ 5,500.00					
59	00470	Concrete Manhole, 60 Inch Water Quality Manhole Storm Sewer	Each	2	\$ 8,500.00	\$ 17,000.00					
60	00470	Catch Basin, Type CG-2	Each	9	\$ 2,500.00	\$ 22,500.00					
61	00470	Catch Basin, Type G-2	Each	9	\$ 2,500.00	\$ 22,500.00					
62	00470	Catch Basin, Lynch	Each	1	\$ 2,200.00	\$ 2,200.00					
63	00470	Ditch Inlet	Each	4	\$ 3,000.00	\$ 12,000.00					
64	00470	Concrete Manhole, 48" Sanitary Sewer	Each	2	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00	\$ 5,500.00	\$ 4,777.01	\$ 722.99	50% split between WWSP and Western
65	00470	8 Inch Sanitary Sewer Cleanout	Each	5	\$ 750.00	\$ 3,750.00	\$ 3,750.00	\$ 1,875.00	\$ 1,628.53	\$ 246.47	50% split between WWSP and Western
66	00480	Drainage Curbs	L.F.	750	\$ 25.00	\$ 18,750.00					
67	00490	Minor Adjustments of Manholes	Each	14	\$ 800.00	\$ 11,200.00					
68	00490	Major Adjustments of Manholes	Each	4	\$ 1,200.00	\$ 4,800.00					
69	00490	Extra for Manhole Over Existing Sewers	Each	8	\$ 1,500.00	\$ 12,000.00					
70	00490	Connection to Existing Structures	Each	7	\$ 1,000.00	\$ 7,000.00					
71	00490	Adjusting Valve Lids	Each	20	\$ 600.00	\$ 12,000.00					
72	00490	Grout Repair Existing Manhole	Each	1	\$ 400.00	\$ 400.00					

WESTERN AVE (BH HWY-ALLEN BLVD) IMPROVEMENT, COB 16-INCH WATERMAIN IMPROVEMENTS, & WWSP MPE_1.1 48-INCH WATER TRANSMISSION LINE

PROJECT COST SHARE BREAKDOWN

Based on Engineer's Estimate - 100% Submittal

February 1, 2021

Bid Items highlighted yellow - shared costs between Western Ave Roadway, MPE 1.1, and COB 1.1

Bid Items highlighted green - MPE 1.1 and COB 1.1 costs only (related to work in BH Hwy - quantities from OTAK)

Bid Items highlighted cyan - includes quantity for work in BH HWY - quantities from OTAK listed to right

SCHEDULE A - WESTERN AVENUE IMPROVEMENTS			OVERALL PROJECT				SHARED COST BREAKDOWN				Notes
ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	Shared Cost Items	Western Ave Shared	MPE_1.1 Shared	COB_1.1 Shared	
73	00495	Trench Resurfacing	S.Y.	585	\$ 70.00	\$ 40,950.00	\$ 40,950.00	\$ -	\$ 35,567.00	\$ 5,383.00	WWSP work only
74		Drainage and Sewers Subtotal				\$ 741,410.00					
Part 00500 - Bridges and Walls											
75	00596	Retaining Wall, Wall A	L.S.	1	\$ 50,000.00	\$ 50,000.00					
76	00596	Retaining Wall, Wall B	L.S.	1	\$ 120,000.00	\$ 120,000.00					
		Bridges and Walls Subtotal				\$ 170,000.00					
Part 00600 - Bases											
77	00620	Cold Plain Pavement Removal, 0-2" Deep	S.Y.	9,200	\$ 4.00	\$ 36,800.00	\$ 36,800.00	\$ 31,800.00	\$ 4,342.73	\$ 657.27	Based on Actual Qty
78	00641	Aggregate Base	C.Y.	7,700	\$ 60.00	\$ 462,000.00	\$ 462,000.00	\$ 211,200.00	\$ 150,480.00	\$ 100,320.00	4180CY for trench work, MPE/COB split 60/40
		Bases Subtotal				\$ 498,800.00					
Part 00700 - Wearing Surfaces											
79	00744	Level 2, 1/2" ACP Mixture	Ton	6,300	\$ 85.00	\$ 535,500.00	\$ 535,500.00	\$ 144,670.00	\$ 234,498.00	\$ 156,332.00	4598 Tons for trench work, MPE/COB split 60/40
80	00744	Level 2, 1/2" ACP Mixture, in Temporary	Ton	75	\$ 110.00	\$ 8,250.00	\$ 8,250.00	\$ -	\$ 4,950.00	\$ 3,300.00	MPE/COB split 60/40
81	00749	Extra For Asphalt Approaches	Each	15	\$ 1,000.00	\$ 15,000.00					
82	00759	Concrete Curbs, Standard Curb	L.F.	3,410	\$ 22.00	\$ 75,020.00	\$ 75,020.00	\$ 73,040.00	\$ 1,719.72	\$ 260.28	Based on Actual Qty
83	00759	Concrete Curbs, Curb and Gutter	L.F.	2,560	\$ 24.00	\$ 61,440.00					
84	00759	Concrete Curbs, Mountable Curb and Gutter	L.F.	4,170	\$ 28.00	\$ 108,420.00					
85	00759	Concrete Curbs, Vertical Curb Wall	L.F.	650	\$ 22.00	\$ 14,300.00					
86	00759	Concrete Walks	S.F.	39,755	\$ 7.00	\$ 278,285.00	\$ 278,285.00	\$ 276,010.00	\$ 1,975.94	\$ 299.06	Based on Actual Qty
87	00759	Concrete Cycle Track	S.F.	24,965	\$ 12.00	\$ 299,580.00					
88	00759	Concrete Driveways, Reinforced	S.F.	7,130	\$ 14.00	\$ 99,820.00	\$ 99,820.00	\$ 97,860.00	\$ 1,702.35	\$ 257.65	Based on Actual Qty
89	00759	Concrete Island	S.F.	357	\$ 15.00	\$ 5,355.00	\$ 5,355.00	\$ -	\$ 4,651.07	\$ 703.93	Based on Actual Qty
89	00759	Truncated Domes on New Surfaces	S.F.	200	\$ 30.00	\$ 6,000.00					WWSP work only
90	00759	Extra for Curb Ramps	Each	20	\$ 1,000.00	\$ 20,000.00					
		Wearing Surfaces Subtotal				\$ 1,526,970.00					
Part 00800 - Permanent Traffic Safety and Guidance Devices											
91	00856	Pavement Markers, Bi Directional Yellow Type I Markers	Each	18	\$ 6.17	\$ 111.06					
92	00865	Thermoplastic, Extruded, Surface, Non-profiled	L.F.	22,150	\$ 0.86	\$ 19,049.00	\$ 19,049.00	\$ 18,458.18	\$ 513.15	\$ 77.67	Based on Actual Qty
93	00867	Pavement Bar, Type B-HS	S.F.	1,446	\$ 9.15	\$ 13,230.90	\$ 13,230.90	\$ 9,763.05	\$ 3,011.99	\$ 455.86	Based on Actual Qty
94	00867	Pavement Legend, Type B-HS: Arrows	Each	28	\$ 253.00	\$ 7,084.00	\$ 7,084.00	\$ 6,325.00	\$ 659.23	\$ 99.77	Based on Actual Qty
95	00867	Pavement Legend, Type B-HS: Bicycle Lane Stencil	Each	11	\$ 350.00	\$ 3,850.00					
96	00867	Pavement Legend, Type B-HS: Sharrow	Each	4	\$ 315.00	\$ 1,260.00					
97	00867	Pavement Legend, Type B-HS: Railroad Crossing, Bike	Each	2	\$ 1,050.00	\$ 2,100.00					
98	00867	Pavement Legend, Type B-HS: Railroad Crossing	Each	2	\$ 1,050.00	\$ 2,100.00					
		Permanent Traffic Safety and Guidance Devices Subtotal				\$ 48,784.96					
Part 00900 - Permanent Traffic Control and Illumination Systems											
99	00905	Remove Existing Signs	L.S.	1	\$ 1,345.00	\$ 1,345.00					
100	00905	Remove and Reinstall Existing Signs	L.S.	2	\$ 162.00	\$ 324.00					
101	00930	Perforated Steel Square Tube Sign Supports	L.S.	1	\$ 8,643.20	\$ 8,643.20					
102	00940	Signs, Standard Sheeting, Sheet Aluminum	S.F.	161	\$ 17.80	\$ 2,856.90					
103	00963	42 Inch Diameter Signal Support Drilled Shaft	L.F.	139	\$ 770.00	\$ 107,030.00					
104	00970	Luminaires, Lamps, and Ballasts	L.S.	1	\$ 29,100.00	\$ 29,100.00					
105	00970	Switching, Conduit and Wiring	L.S.	1	\$ 190,300.00	\$ 190,300.00					
106	00970	Lighting Poles and Arms	L.S.	1	\$ 81,100.00	\$ 81,100.00					
107	00990	Signal Installation, SW Allen Blvd	L.S.	1	\$ 215,000.00	\$ 215,000.00					
108	00990	Signal Installation, SW 5th St	L.S.	1	\$ 240,000.00	\$ 240,000.00					
109	00990	Interconnect	L.S.	1	\$ 155,000.00	\$ 155,000.00					
		Permanent Traffic Control and Illumination Systems Subtotal				\$ 1,030,699.10					
Part 01000 - Right of Way Development and Control											
110	01010	Water Quality Structure, VO1	L.S.	1	\$ 55,000.00	\$ 55,000.00					
111	01010	Water Quality Structure, VO2	L.S.	1	\$ 50,000.00	\$ 50,000.00					
112	01030	Permanent Seeding, Mix No. 1	Acre	0.7	\$ 4,300.00	\$ 2,995.00	\$ 2,795.00	\$ 645.00	\$ 1,867.38	\$ 282.62	Based on Actual Qty
113	01030	Permanent Seeding, Mix No. 2	Acre	0.7	\$ 4,300.00	\$ 2,995.00					
114	01040	Conifer Trees, 4 FT Height	Each	12	\$ 150.00	\$ 1,800.00					
115	01040	Deciduous Trees, 1.5 Inch Caliper	Each	197	\$ 300.00	\$ 59,100.00					
116	01040	Deciduous Trees, 2 Inch Caliper	Each	26	\$ 500.00	\$ 13,000.00					
117	01040	Shrubs, #1 Container	Each	6,958	\$ 15.00	\$ 104,370.00					
118	01040	Ground Cover, #1 Container	Each	1,634	\$ 10.00	\$ 16,340.00					
119	01040	Wetland Plants, #1 Container	Each	36	\$ 12.00	\$ 432.00					
120	01040	Wetland Plants, SP4	Each	275	\$ 5.00	\$ 1,375.00					
121	01040	Wetland Plants, Plugs	Each	5,100	\$ 3.00	\$ 15,300.00					
122	01040	Bark Mulch	C.Y.	86	\$ 45.00	\$ 3,870.00					
123	01040	Compost Mulch	C.Y.	253	\$ 45.00	\$ 11,385.00					
124	01040	Topsoil	C.Y.	1,615	\$ 40.00	\$ 64,600.00					
125	01040	Imported Topsoil (WQM)	C.Y.	100	\$ 40.00	\$ 4,000.00					
126	01040	River Rock	C.Y.	20	\$ 150.00	\$ 3,000.00					
127	01040	Root Barrier	L.F.	3,100	\$ 13.00	\$ 40,300.00					
128	01065	Monument Boxes	Each	4	\$ 500.00	\$ 2,000.00					
		Right of Way Development and Control Subtotal				\$ 451,548.00					
Miscellaneous Utility Systems											
129	01210	Joint Trench and Backfill	L.F.	4,000	\$ 100.00	\$ 400,000.00					
130	01210	Installing (2) 24 Inch Pipe Under Railroad	L.S.	1	\$ 45,000.00	\$ 45,000.00					
131	01210	5106 PGE Vault for Power	Each	6	\$ 12,000.00	\$ 72,000.00					
132	01210	577 PGE Vault for Power	Each	8	\$ 10,000.00	\$ 80,000.00					
133	01210	812 PGE Vault for Power	Each	2	\$ 14,000.00	\$ 28,000.00					
134	01210	Transformer Pad for Power	Each	1	\$ 2,000.00	\$ 2,000.00					
135	01210	Bollards	Each	12	\$ 600.00	\$ 7,200.00					
136	01210	2-Inch Grey Schedule 40 PVC Conduit for Power	L.F.	400	\$ 8.00	\$ 3,200.00					

WESTERN AVE (BH HWY-ALLEN BLVD) IMPROVEMENT, COB 16-INCH WATERMAIN IMPROVEMENTS, & WWSP MPE_1.1 48-INCH WATER TRANSMISSION LINE

PROJECT COST SHARE BREAKDOWN

Based on Engineer's Estimate - 100% Submittal

February 1, 2021

Bid Items highlighted yellow - shared costs between Western Ave Roadway, MPE 1.1, and COB 1.1

Bid Items highlighted green - MPE 1.1 and COB 1.1 costs only (related to work in BH Hwy - quantities from OTAK)

Bid Items highlighted cyan - includes quantity for work in BH HWY - quantities from OTAK listed to right

SCHEDULE A - WESTERN AVENUE IMPROVEMENTS

ITEM	SPEC	DESCRIPTION	OVERALL PROJECT				SHARED COST BREAKDOWN				Notes
			UNIT	QUANTITY	UNIT PRICE	TOTAL	Shared Cost Items	Western Ave Shared	MPE_1.1 Shared	COB_1.1 Shared	
137	01210	4-Inch Grey Schedule 40 PVC Conduit for Power	L.F.	5,600	\$ 10.00	\$ 56,000.00					
138	01210	6-Inch Grey Schedule 40 PVC Conduit for Power	L.F.	4,000	\$ 12.00	\$ 48,000.00					
139	01210	2-Inch Fiberglass Conduit Bend for Power	Each	6	\$ 200.00	\$ 1,200.00					
140	01210	4-Inch Fiberglass Conduit Bend for Power	Each	16	\$ 300.00	\$ 4,800.00					
141	01210	6-Inch Fiberglass Conduit Bend for Power	Each	10	\$ 400.00	\$ 4,000.00					
Miscellaneous Utility Systems						\$ 751,400.00					
SW Western Ave Improvements Total						\$ 8,242,974.30					

SCHEDULE B - COB_1.1

B-1		6" Ductile Iron Potable Water Pipe, Fittings, and Couplings, Zinc Coated w/ Restrained Joints, P	LF	24	\$ 151.36	\$ 3,632.73					
B-2		8" Ductile Iron Potable Pipe, Fittings, and Couplings, Restrained Joints, with Class B Backfill (01	LF	110	\$ 156.41	\$ 17,205.56					
B-3		12" Ductile Iron Potable Pipe, Fittings, and Couplings, Restrained Joints, with Class B Backfill (0	LF	465	\$ 202.84	\$ 94,319.07					
B-4		16" Ductile Iron Potable Pipe, Fittings, and Couplings, Restrained Joints, with Class B Backfill (0	LF	3,708	\$ 230.83	\$ 855,930.00					
B-5		16" Ductile Iron Potable Pipe, Fittings, and Couplings, Restrained Joints, Installed within Steel C	LF	64	\$ 116.94	\$ 7,484.44					
B-6		Separation Geotextile (01140)	LF	800	\$ 2.92	\$ 2,336.70					
B-7		Trench Foundation Excavation and Installation (01140)	CY	160	\$ 76.70	\$ 12,272.05					
B-8		Extra Trench Excavation with Class B Backfill (01140)	CY	400	\$ 59.48	\$ 23,791.25					
B-9		Additional Water Main Fittings (01140)	LB	1,500	\$ 6.30	\$ 9,444.44					
B-10		Concrete for Thrust Blocking and Dead-Man Anchor Blocks (01140)	CY	10	\$ 287.82	\$ 2,878.20					
B-11		1" Blow-off Assembly, for Future Expansion (01140)	EA	1	\$ 4,996.39	\$ 4,996.39					
B-12		Combination Air Release Valve, 2-inch (01140)	EA	0							
B-13		Abandoning and Removal of Existing Water Mains and Valves, 4-inch and Larger (01140)	EA	1	\$ 1,315.64	\$ 1,315.64					
B-14		Abandoning and Removal of Existing Water Vaults and Structures (01140)	EA	2							
B-15		Abandoning & Removal of Water Service, 2-inch and Smaller COB Water Service (01170)	EA	10	\$ 1,241.69	\$ 12,416.92					
B-16		Abandoning & Removal of Existing Fire Hydrant (01160)	EA	5	\$ 1,851.23	\$ 9,256.14					
B-17		Connection to Existing 12" Water Main at Allen Blvd (01140)	EA	2	\$ 14,167.59	\$ 28,335.19					
B-18		Connection to Existing 12" Water Main at STA 11+50 (01140)	EA	1	\$ 10,052.85	\$ 10,052.85					
B-19		Connection to Existing 10" Water Main at STA 17+50 (01140)	EA	1	\$ 12,679.05	\$ 12,679.05					
B-20		Connection to Existing 8" Water Main at STA 20+75 (01140)	EA	1	\$ 15,498.15	\$ 15,498.15					
B-21		Connection to Existing 12" Water Main at STA 23+50 (01140)	EA	1	\$ 12,720.28	\$ 12,720.28					
B-22		Connection to Existing 8" Water Service at STA 26+75 (01140)	EA	1	\$ 5,847.95	\$ 5,847.95					
B-23		Connection to Existing 8" Water Main at STA 29+00 (01140)	EA	1	\$ 12,579.61	\$ 12,579.61					
B-24		Connection to Existing 10" Water Main at STA 29+25 (01140)	EA	1	\$ 11,483.48	\$ 11,483.48					
B-25		Connection to Existing 12" Water Main in SW Beaverton Hillsdale Hwy (01140)	EA	2	\$ 9,328.10	\$ 18,656.20					
B-26		Water Sampling Station (01170)	EA	0	\$ 2,823.59	\$ -					
B-26		Connection to Existing Water Service, 2-inch and Smaller (01170)	EA	1	\$ 1,702.64	\$ 1,702.64					
B-27		Connection to Existing Fire Hydrant (01140)	EA	1	\$ 4,380.72	\$ 4,380.72					
B-28		Connection to Existing Fire Service, 6-inch and Larger (01140)	EA	5	\$ 7,985.05	\$ 39,925.25					
B-29		6" Resilient Seated Gate Valve Assembly (01150)	EA	2	\$ 762.81	\$ 1,525.62					
B-30		8" Resilient Seated Gate Valve Assembly (01150)	EA	3	\$ 600.03	\$ 1,800.08					
B-31		12" Resilient Seated Gate Valve Assembly (01150)	EA	9	\$ 2,033.86	\$ 18,304.77					
B-32		16" Butterfly Valve Assembly (01150)	EA	17	\$ 3,883.55	\$ 66,020.39					
B-33		1" Double Check Valve Assembly (01150)	EA	2	\$ 1,519.23	\$ 3,038.45					
B-34		Fire Hydrant Assembly, Short-Run, with 6-inch Gate Valve (01160)	EA	2	\$ 8,567.58	\$ 17,135.15					
B-35		Fire Hydrant Assembly, Long-Run, with 6-inch Gate Valve (01160)	EA	6	\$ 9,976.94	\$ 59,861.62					
B-36		1" Water Service Installation and Connection, Short Run (01170)	EA	5	\$ 2,137.95	\$ 10,689.73					
B-37		2" Water Service Installation and Connection (01170)	EA	3	\$ 3,545.03	\$ 10,635.10					
B-38		8" Double Check Detector Assembly and Vault (01190)	EA	2	\$ 36,646.59	\$ 73,293.18					
B-39		Extra Work As Authorized Schedule "B"	LS	1	\$ 200,000.00	\$ 200,000.00					
COB_1.1 Total Cost						\$ 1,689,612.26					

SCHEDULE C - MPE_1.1

C-1		Health and Safety Activities	LS	1	\$ 47,714.70	\$ 47,714.70					
C-2		O&M Manual	LS	1	\$ 925.16	\$ 925.16					
C-3		As-Built Documents and Data	LS	1	\$ 9,220.32	\$ 9,220.32					
C-4		Corrosion Protection	LS	1	\$ 296,688.05	\$ 296,688.05					
C-5		Tie-in to 54" Washington County Supply line at Beaverton-Hillsdale Highway and Western Ave.	LS	1	\$ 964,827.68	\$ 964,827.68					
C-6		Tie-in to 54" Washington County Supply line at Beaverton-Hillsdale Highway and SW 96th Ave.	LS	1	\$ 613,124.70	\$ 613,124.70					
C-7		Trench Cutoff Wall	EA	9	\$ 5,579.92	\$ 50,219.32					
C-8		Trench Foundation Stabilization	LF	3,985	\$ 46.99	\$ 187,274.87					
C-9		Furnish and Deliver 30-inch MLPCSP, t=0.250	LF	185	\$ 1,079.07	\$ 199,627.30					
C-10		Furnish and Deliver 48-inch MLPCSP, t=0.3125	LF	3,800	\$ 731.54	\$ 2,779,834.34					70% of total delivery and install cost
C-11		Install 30-inch MLPCSP, t=0.250, Butt-Welded Lap Joint	LF	185	\$ 462.46	\$ 85,554.56					30% of total delivery and install cost
C-12		Install 48-inch MLPCSP, t=0.3125, Double-Welded Lap Joint	LF	3,600	\$ 313.52	\$ 1,128,654.55					30% of total delivery and install cost
C-13		Install 48-inch MLPCSP, t=0.3125, Butt-Welded Joint	LF	200	\$ 358.74	\$ 71,747.98					30% of total delivery and install cost
C-14		Flow Meter and Seismic Vault System	LS	1	\$ 903,976.77	\$ 903,976.77					
C-15		Railroad Crossing, 60" Casing	LS	1	\$ 130,184.34	\$ 130,184.34					
C-16		Combination Air Valve Assembly and Access Vault, Type I, 2-inch valve	EA	1	\$ 53,000.12	\$ 53,000.12					
C-17		Combination Air Valve Assembly and Access Vault, Type I, 4-inch valve	EA	1	\$ 53,934.80	\$ 53,934.80					
C-18		Combination Air Valve Assembly and Access Vault, Type I, 6-inch valve	EA	2	\$ 136,022.91	\$ 272,045.82					
C-19		Combination Air Valve Assembly and Vault, Type II, 6-inch valve	EA	2	\$ 82,034.64	\$ 164,069.28					
C-20		Combination Air Valve Assembly and Vault, Type II, 8-inch valve	EA	1	\$ 164,051.79	\$ 164,051.79					
C-21		30" Accessway with Vault (Locations with no air valve assembly)	EA	7	\$ 75,463.09	\$ 528,241.62					
C-22		Blow Off, Type I, 8-inch	EA	4	\$ 42,264.20	\$ 169,056.80					
C-23		30-inch Butterfly Valve	EA	2	\$ 60,254.26	\$ 120,508.52					
C-24		48-inch Butterfly Valve	EA	4	\$ 160,650.69	\$ 642,602.76					
C-25		Interior Joint Lining of 48-inch and 30-inch nominal ID MLPC welded steel pipe	EA	2	\$ 5,000.00	\$ 10,000.00					

WESTERN AVE (BH HWY-ALLEN BLVD) IMPROVEMENT, COB 16-INCH WATERMAIN IMPROVEMENTS, & WWSP MPE_1.1 48-INCH WATER TRANSMISSION LINE

PROJECT COST SHARE BREAKDOWN

Based on Engineer's Estimate - 100% Submittal
February 1, 2021

Bid items highlighted yellow - shared costs between Western Ave Roadway, MPE 1.1, and COB 1.1

Bid items highlighted green - MPE 1.1 and COB 1.1 costs only (related to work in BH Hwy - quantities from OTAK)

Bid items highlighted cyan - includes quantity for work in BH HWY - quantities from OTAK listed to right

SCHEDULE A - WESTERN AVENUE IMPROVEMENTS

ITEM	SPEC	DESCRIPTION	OVERALL PROJECT				SHARED COST BREAKDOWN				Notes
			UNIT	QUANTITY	UNIT PRICE	TOTAL	Shared Cost Items	Western Ave Shared	MPE_1.1 Shared	COB_1.1 Shared	
C-26		Locate Stations, Curb Markers, Concrete Markers, and Marker Posts	EA	30	\$ 418.92	\$ 12,567.68					
C-27		48" Pipeline Cleaning, Testing, and Disinfection up to Beaverton-Hillsdale Highway	LS	1	\$ 843,527.15	\$ 843,527.15					
C-28		Cleaning, Testing, and Disinfection of Washington County Supply Line Connections and New P	LS	1	\$ 42,267.11	\$ 42,267.11					
C-29		Fiber Optic Line (open cut)	LF	3,600	\$ 17.97	\$ 64,696.97					
C-30		Fiber Optic Line (railroad)	LF	200	\$ 17.97	\$ 3,594.28					
C-30		I&C System Integrator	LS	1	\$ 50,000.00	\$ 50,000.00					
C-31		Extra Work As Authorized "Schedule C"	LS	1	\$ 500,000.00	\$ 500,000.00					
						MPE 1.1 Total Cost	\$ 11,163,739.33				

Total without Contingency **\$ 21,096,325.88**

Contingency 10% **\$ 2,109,632.59**

Total \$ 23,205,958.47

Shared Cost Items	Western Ave Shared	MPE_1.1 Shared	COB_1.1 Shared	Notes
\$ 4,081,471.14	\$ 1,558,994.03	\$ 1,982,217.91	\$ 540,259.20	

	USE		Base Cost Excluding Shared Items and Contingency	Total Construction Costs Including Contingency	Shared Cost	Shared Percentage	Percentage Based on Total	% of MPE 1.1 / COB 1.1 Costs Only
Western	Western Ave Road Improvements Only	27.00%	24.46%	\$ 4,161,503.16	\$ 6,292,546.91	\$ 1,558,994.03	38.20%	27.12%
MPE 1.1	WWSP 48" Waterline	62.00%	65.61%	\$ 11,163,739.33	\$ 14,460,552.96	\$ 1,982,217.91	48.57%	62.31%
COB 1.1	Beaverton 16" Waterline	11.00%	9.93%	\$ 1,689,612.26	\$ 2,452,858.60	\$ 540,259.20	13.24%	10.57%
				\$ 17,014,854.74	\$ 23,205,958.47	\$ 4,081,471.14		

STAFF REPORT

To: WWSS Board of Commissioners

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

Date: March 4, 2021

Subject: Amendment One to the Intergovernmental Agreement between Willamette Water Supply System Commission and City of Beaverton for Construction of COB_1.2 Water Pipeline

Requested Action:

Consider adopting a resolution approving an amendment to the Intergovernmental Agreement between Willamette Water Supply System Commission and City of Beaverton for Construction of COB_1.2 Water Pipeline.

Key Concepts:

- WWSP can deliver additional non-WWSS projects as detailed in the WWSS Intergovernmental Agreement
- The City of Beaverton project in the subject agreement is specifically identified within the WWSS Intergovernmental Agreement
- The Agreement allowing for coordinated construction of the MPE_1.2 and COB_1.2 pipelines was executed on October 8, 2020
- Changes to the executed agreement terms (Exhibit 3) are necessary for consistency with the refined cost share approach proposed in 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

Background:

In October 2020, WWSS Board of Commissioners and the City of Beaverton executed an IGA between the City of Beaverton and the Willamette Water Supply System (WWSS) for Construction of COB_1.2 Water Pipeline. In the subsequent months, staff coordinated to complete a similar agreement for the MPE_1.1 project, 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.

During negotiation of the MPE_1.1 IGA details, staff and legal counsels for both parties recommended changing the cost shares approach in Exhibit 3 of the COB_1.2 IGA. The negotiations altered the partner cost share calculations, and, for consistency, these changes need to be recognized in this agreement as well. The changes clarify that each Party is responsible for their own, actual cost of support activities (administration, public outreach, controls, permitting support, and similar) instead of assigning a cost share percentage. The changes also adjust the cost share percentage for materials testing in the case that actual costs cannot be used to divide the expense.

Staff recommend approval of Amendment One to the COB_1.2 Construction IGA.

Page 2 of 2

March 4, 2021

Amendment One to the Intergovernmental Agreement between Willamette Water Supply System Commission and City of Beaverton for Construction of COB_1.2 Water Pipeline

Budget Impact:

There is no budgetary impact to WWSS from adopting the Agreement. The construction costs for COB_1.2 and additional costs listed in Exhibit 3-A1 will be invoiced to the City of Beaverton.

Staff Contact Information:

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

Mike Britch, P.E., WWSP Engineering and Construction Manager, 503-701-1343, mike.britch@tvwd.org

Attachments:

Exhibit A: Proposed Resolution

Exhibit B: Intergovernmental Agreement between Willamette Water Supply System Commission and City of Beaverton for Construction of COB_1.2 Water Pipeline

RESOLUTION NO. WWSS-03-21

A RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT BETWEEN WILLAMETTE WATER SUPPLY SYSTEM COMMISSION AND CITY OF BEAVERTON FOR CONSTRUCTION OF COB_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, 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 Agreement between City of Beaverton and the Willamette Water Supply System Commission for the Construction of S.W. Nimbus/Scholls Ferry to S.W. Beaverton-Hillsdale Highway Pipeline Project, with an effective date of October 8, 2020; and

WHEREAS, the parties desire to amend the Agreement 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: This Intergovernmental Agreement Amendment One between Willamette Water Supply System Commission and City of Beaverton for Construction of COB_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 design progresses.

Approved and adopted at a regular meeting held on the 4th day of March 2021.

David Judah, Chair

James Duggan, Vice Chair

Proposed

Exhibit 1 to Resolution No. WWSS-03-21

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
WILLAMETTE WATER SUPPLY SYSTEM COMMISSION AND
CITY OF BEAVERTON
FOR CONSTRUCTION OF COB_1.2 WATER PIPELINE**

This First Amendment (“Amendment”) 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. The Parties previously entered into an Intergovernmental Agreement for Construction of COB_1.2 Water Pipeline, executed October 8, 2020 (“Agreement”). The Agreement provides for a process and cost-sharing mechanism through which the WWSS Commission, through the Willamette Water Supply Program (“WWSP”), is constructing a portion of the MPE_1.0 pipeline and a portion of the COB_1.0 pipeline as set forth and defined in the Agreement.
- C. The Parties have also entered into a separate agreement for the construction of other portions of the COB_1.0 and MPE_1.0 that overlap with a City road project, which the City identifies as “PA2018-0058 Western Avenue Improvement Project, CIP No. 3328” (the “COB/MPE_1.1 Agreement”).
- D. During the negotiations of the COB/MPE_1.1 Agreement, the Parties re-analyzed each Party’s appropriate share for City work and WWSP work related to project administration, procurement, controls, invoicing and payment, public outreach, and permitting support (“Shared Administrative Costs”) because the Parties realized the obligations under each of the agreements were similar in scope and timing.
- E. It is the mutual desire of the Parties to execute this Amendment to refine the Parties’ obligations for Shared Administrative Costs under the Agreement which, when combined with the allocation of Shared Administrative Costs in the

COB/MPE_1.1 Agreement, will provide for a more efficient administration of the agreements and maximize benefits to the Parties, their constituents, and the community at large.

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:

1. The Agreement is hereby revised such that the original Exhibit 3 is replaced with Exhibit 3-A1, attached hereto and incorporated by reference.
2. Except as provided herein, this Amendment makes no other changes to the Agreement, which remains in full force and effect.

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

CITY OF BEAVERTON, OREGON

**WILLAMETTE WATER SUPPLY
SYSTEM COMMISSION**

By: _____
Lacey Beaty, Mayor

By: _____
David Kraska, General Manager

Date: _____

Date: _____

Approved as to form: _____

MPE_1.2 AND COB_1.2 WATERLINE PROJECT

Exhibit 3-A1

Compensation for Construction Costs

City of Beaverton 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, 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	Construction Cost Basis
Beaverton share of costs 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.	Each Party is responsible for its Actual Cost
WWSP Consultant Team Project Management, Construction Management, and Inspection	19% ¹ of Actual Cost based on COB_1.2 Bid Costs
Design Consultant cost for COB_1.2 Services During Construction	Actual Cost ²
Materials Testing and Third-Party Services	Actual Cost where feasible, or 21% ¹ of Actual Cost based on COB_1.2 Bid Costs
Beaverton share of Partial MPE_1.2 (Schedule A)	19% ¹ of the awarded bid total of Schedule A shared items related to COB_1.2
Schedule B – COB_1.2 work	Actual Cost

1 Percent share shall be based on the ratio comprising (1) the construction costs of COB_1.2 to (2) construction costs of MPE_1.2 and COB_1.2, 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”

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: March 4, 2021

Subject: DEA Contract No. 2016-320 Amendment #30 Approval

Requested Board Action:

Consider approving an amendment to the David Evans and Associates (DEA) contract for up to \$2,399,623.70 to continue to provide regulatory permitting and related consulting services for the Willamette Water Supply Program (WWSP).

Key Concepts:

- Implementing the WWSP requires assistance of consultants with expertise in environmental and land use permit applications and compliance
- Augmenting the experience of in-house staff in wetlands, cultural resources, hazardous materials assessments, and endangered species survey work with the expertise brought by the consultants is needed to successfully secure permits and support compliance
- Maintaining the same team of consultants provides efficient continuity of permitting application/compliance services through February 2022

Background:

DEA, and its team of subconsultants, was selected through a competitive process to provide the WWSP with professional permitting services. The permitting services contract was approved and awarded in October 2015, with an initial two-year scope of work and up to a total term of twelve years in possible extensions. The contract has been subsequently extended multiple times, and the current contract expires March 12, 2021. The proposed amendment approves the next annual scope of work and budget for services from March 13, 2021 through March 12, 2022.

A summary of work performed to date is as follows:

- 2016-2019:
 - Assistance with preliminary design and application/securing of system-wide permits from the US Army Corp of Engineers (USACE) and Oregon Department of State Lands (DSL), including Endangered Species Act consultation, which required modeling to determine the withdrawal impact on the Willamette River; and National Historic Preservation Act consultation, which required the development of a Programmatic Agreement and cultural resources sensitivity modeling
 - Preparation of the WWSP Land Use Strategy, which includes strategies on schedule and packaging of the land use applications by local jurisdictions

- Acquiring multiple land use permits, including two major permits for the Raw Water Facilities (RWF_1.0) and Reservoir (RES_1.0) projects
- Preparing a permit modification strategy and securing multiple USACE/DSL permit modifications
- Researching, documenting, and supporting acquisition of preconstruction permits for multiple projects
- Notable accomplishments in the current contract term (March 2020 through February 2021) include:
 - Coordination and submission of a major USACE/DSL permit modification bundle for MPE_1.0, PLW_2.0 and PLM_5.3; and a minor permit modification bundle for PLM_4.3, PLW_2.0, WTP_1.0, and RES_1.0
 - Acquiring a major land use permit for WTP_1.0 and submitting land use permit applications for PLM_4.3, PLM_5.3, MPE_1.2, and PLW_2.0
 - Providing technical support for finalizing the Thermal Trading Plan and its approval by the Oregon Department of Environmental Quality
 - Supporting permit compliance during construction of various work packages
 - Providing annual reporting for various permits which began in 2020

The scope of work for the next 12-month extension (March 13, 2021 through March 12, 2022) will include but is not limited to:

- Coordinating USACE/DSL permit modification bundles (including one major modification and two minor modifications to be completed with approval, and initial coordination and submission of a second major modification request);
- Supporting permit acquisition for fiber optic line installation;
- Coordinating with DEQ on Water Quality Certification and Thermal Trading Plan implementation, and on the public petition for reconsideration filed in 2020;
- Continued coordination with Clean Water Services on existing Service Provider Letters (SPLs) and new SPL amendments;
- Preparing and implementing post-construction monitoring and supporting design of site restoration plans;
- Supporting compliance during construction for 15 active construction projects;
- Coordinating acquisition of pre-construction permits for various projects;
- Conducting Phase I and II hazardous materials site assessments and preparing soil and groundwater management plans for various projects, including for ground lease improvements along the PLM_1.3 project;
- Supporting on-going land use permit coordination for PLM_1.3, PLM_4.3, PLM_5.3, MPE_1.0, and PLW_2.0;
- Preparing and submitting 2021 Annual Reports to ODFW, USACE, ODFW CHTR, Migratory Bird Treaty Act, and DEQ for Thermal Trading Plan; and,
- Consulting with regulatory agencies, as needed, to advance permit modification approvals, clarify permit requirements, comply with permit conditions, and respond to comments and/or questions from the agencies.

The level of effort needed under this contract remains high in 2021 due to changes during design and construction, and the associated additional hazardous materials, cultural resource, and environmental resource studies and permit modifications required with those changes. Some work has been delayed from the existing contract into the coming 12 months to reflect changes in design schedules; these costs are reflected in the remaining unspent budget and in the budget for the new contract term.

This amendment does not include additional effort that may be needed to support permitting and compliance under a proposed Settlement Agreement with Hillsboro and Metro for construction in Orenco Woods Nature Park. If the proposed Settlement Agreement is executed, an amendment to this contract will be needed to support that effort.

To date the program has identified 417 permits needed for the construction of the WWSS. 216 (55%) permits have been secured so far. Continued support in permit acquisition and compliance is needed from DEA in order to maintain current design and construction schedules.

Budget Impact:

The budgeted cost in Baseline 5.2 for this contract over the next 12 months is \$759,537.72. Staff proposes the Board approve the additional budget for the Amendment #30 contract scope of work up to \$2,399,623.70. Of the \$2,399,623.70 needed, staff has identified \$288,000 which can be reallocated from within the Permitting Baseline 5.2 budget to offset costs for the increased DEA scope of work for this next contract term. The remaining \$1,352,488.98 will be funded from Management Reserve.

Initial Contract Value	\$589,896.00
Amendments 1 through 29	\$6,834,287.29
Current Contract Value	\$7,424,183.29
Projected Unspent Balance from Current Contract	\$200,000
Proposed Amendment 30	\$2,399,623.70
<i>TVWD Estimated Share¹</i>	<i>\$1,576,411.81</i>
<i>Hillsboro Estimated Share¹</i>	<i>\$897,910.03</i>
<i>Beaverton Estimated Share¹</i>	<i>\$125,301.86</i>
Proposed Contract Value	\$9,823,806.99

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

Staff Contact Information:

Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org
 Christina Walter, Permitting and Outreach Manager, (503) 840-3830, christina.walter@tvwd.org

Attachments:

- Proposed DEA Contract Amendment #30
- Exhibit A: Statement of Work
- Exhibit B: Consultant Fee and Rate Schedule

Willamette Water Supply System Commission

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Amendment 30 to Agreement 2016-320
 FOR
 PERMITTING SERVICES
 FOR
 THE WILLAMETTE WATER SUPPLY PROGRAM

This Amendment, effective the date as signed by Owner, is entered into by and between Willamette Water Supply System Commission ("Owner") and DAVID EVANS AND ASSOCIATES INC ("Consultant").

WHEREAS, the Owner and Consultant entered into this Agreement for Consultant to provide Permitting Services for the Willamette Water Supply Program.

WHEREAS, the Owner and Consultant desire to amend the Agreement by modifying the terms of the Agreement as follows:

PCO#	Description	Time Impact (Days)	Change Amount
PCO - 201	DEA 2021-2022 Contract Renewal	365	\$2,399,623.70

The Original Contract Sum was	\$589,896.00
Net Change by Previously Authorized Requests and Changes	\$6,834,287.29
The Contract Sum Prior to this Amendment was	\$7,424,183.29
The Contract Sum will change by	\$2,399,623.70
The New Contract Sum including this Amendment	\$9,823,806.99
The Contract Time will change by	365 Days
The Date of Contract Completion as of this Amendment Therefore is	03/13/2022

Except as modified or changed herein, all other terms and conditions of the original Agreement, or as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 30 effective as of the date signed by Owner.

OWNER

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

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

Agreement 2016-320 Amendment 30

This amendment extends the contract term through March 12, 2022. It funds ongoing work to support permitting services through this period. The statement of work is modified to better align tasks with sub-work packages identified to date and to reflect additional efforts anticipated in 2021.

REPLACE Exhibit A- Statement of Work in its entirety with Exhibit A - Statement of Work 2021.

REPLACE Exhibit B - Consultant Fee and Rate Schedule in its entirety with Exhibit B - Consultant Fee and Rate Schedule 2021.

Item	Description	Change Amount	Net Commitment Amount
001	Permitting Project Management, Schedule, and Coordination	316,132.96	1,286,412.26
002	Permit and Program Team Meetings	0.00	120,431.51
003	Environmental Services	324,308.81	1,551,874.55
004	Cultural Resource Services	0.00	101,831.74
005	Land Use Services	0.00	194,814.58
006	Other Related Permitting Services	0.00	42,250.02
007	Program Definition (amendment 1)	0.00	140,076.67
008	Permitting support for Alternative Routes (amendment 1)	0.00	88,565.24
009	Permit-Related Design Team Support (amendment 1)	0.00	151,491.26
010	Hazardous Material Evaluation of Alternative Routes (amendment 1)	0.00	120,704.11
011	Construction and Post Construction Environmental Services	0.00	26,485.14
012.1	RWF_1.0 Meetings and On-Site Investigations	2,121.76	97,635.42
012.2	RWF_1.0 Design Support Services	93,986.09	376,723.81
012.3	RWF_1.0 Construction-Related Authorizations and Compliance	0.00	102.89
013.1	WTP_1.0 Meetings and On-Site Investigations	18,335.41	91,320.62
013.2	WTP_1.0 Design Support Services	104,666.40	380,574.67
013.4	WTP_1.0 Phase II Environmental Site Assessment	0.00	38,064.53
014	Permitting	0.00	0.00
014.1	RES_1.0 Meetings and On-Site Investigations	24,633.68	53,292.20
014.2	RES_1.0 Design Support Services	88,812.58	225,168.14

014.4	RES_1.0 Phase II Environmental Site Assessment	0.00	38,227.84
015	Permitting	0.00	0.00
015.1	PLM_1.0 Meetings and On-Site Investigations	26,988.02	68,235.67
015.2	PLM_1.0 Design Support Services	0.00	107,009.07
015.3	PLM_1.1 Construction-Related Authorizations and Compliance	2,710.72	87,850.71
015.4	PLM_1.2 Construction-Related Authorizations and Compliance	990.64	24,962.70
015.5	PLM_1.3 Construction-Related Authorizations and Compliance	174,302.99	430,190.21
016.1	PLM_3.0 Construction-Related Authorizations and Compliance	0.00	760.33
017.1	PLM_4.0 Meetings and On-Site Investigations	19,236.24	56,529.40
017.2	PLM_4.0 Design Support Services	0.00	124,614.82
017.3	PLM_4.1 Construction-Related Authorizations and Compliance	15,717.64	41,826.53
017.4	PLM_4.2 Design Support and Construction Compliance	21,722.60	54,801.30
017.5	PLM_4.3 Design Support and Construction Compliance	147,680.97	361,411.22
017.6	PLM_4.4 Design Support and Construction Compliance	17,684.40	28,194.68
018.1	PLM_5.0 Meetings and On-Site Investigations	25,307.74	176,855.06
018.2	PLM_5.0 Design Support Services	0.00	234,143.51
018.3	PLM_5.1 Construction-Related Authorizations and Compliance	1,174.48	7,060.94
018.4	PLM_5.2 Construction-Related Authorizations and Compliance	8,861.19	150,496.37
018.5	PLM_5.3 Construction-Related Authorizations and Compliance	201,825.96	553,876.33
019.1	PLW_1.0 Meetings and On-Site Investigations	2,795.68	39,140.98
019.2	PLW_1.0 Design Support Services	0.00	139,186.02
019.3	PLW_1.1 Construction-Related Authorizations and Compliance	419.84	21,188.15
019.4	PLW_1.2 Construction-Related Authorizations and Compliance	5,363.77	23,292.86
019.5	PLW_1.3 Construction-Related Authorizations and Compliance	159,139.95	319,770.07

020.1	PLW_2.0 Meetings and On-Site Investigations	19,296.96	62,491.07
020.2	PLW_2.0 Design Support Services	276,071.81	570,690.54
021.1	PLE_1.0 Meetings and On-Site Investigations	0.00	86,498.51
021.2	MPE_1.0 Design Support Services	21,768.20	544,689.04
022.1	On-Call Services	0.00	98,753.45
023	Program Level Construction Compliance and Monitoring	0.00	5,674.04
021.3	MPE_1.1 Design Support and Construction Compliance Services	9,984.49	9,984.49
21.4	MPE_1.2 Design Support and Construction Compliance Services	175,498.77	175,498.77
21.5	MPE_1.3 Design Support and Construction Compliance Services	92,082.95	92,082.95
		2,399,623.70	9,823,806.99

EXHIBIT A – STATEMENT OF WORK (SOW)
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Introduction

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

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

Background

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

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

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

The WWSS is divided into work packages for design, construction, sequencing and management purposes. Some work packages are anticipated to be constructed in partnership with another agency or jurisdiction (e.g., roadway improvement projects by Washington County). In these instances, the partner agency administers the prime construction contract. Such projects are referred to as "opportunity projects." For the purposes of developing this Statement of Work and associated not-to-exceed budget, a WWSP design and construction schedule is provided in Attachment 1 and generalized work package descriptions are provided as follows:

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

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

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

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

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

In addition to the work packages and opportunity projects described above, the WWSP will administer the construction of “concession projects” in association with related work package construction and in cooperation with local jurisdictions and agencies. Concession projects will include the following:

- City of Wilsonville Ground Lease Street Improvements: As a condition of the ground lease agreement between the WWSP and the City of Wilsonville, the WWSP will permit, design and construct a number of street improvement projects along the PLM_1.0 work package route. These projects will included, but are not limited to, the construction of right hand turn lanes at the intersection of SW Wilsonville Road and SW Kinsman Road, and the intersection of SW Boeckman

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Road and SW 95th Avenue; and the construction of new sidewalks along the southern end of SW Ridder Road.

- Washington County Road Construction: In coordination with Washington County and the City of Sherwood, the WWSP will permit, design and construct a new road across the WTP_1.0 property to serve as a City collector that will connect to SW 124th Avenue. This new road, Orr Road, will be constructed concurrent with the WTP_1.0 facility.

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Statement of Work

General Assumptions

- Assumes a 12-month duration from March 13, 2021 through March 12, 2022
- Contract is based on a Not to Exceed (NTE) value. Consultant shall manage and allocate task and sub-task budgets according to the needs of the Project, so long as the total amount invoiced to Owner does not exceed the NTE
- The following Statement of Work identifies exclusions and assumptions to which Consultant has relied in determining Consultant's effort, scope, fee and schedule for the project. Consultant and Owner agree to renegotiate these terms in the event an assumption or exclusion becomes invalid.
- Owner will obtain site access as needed for Consultant to execute Statement of Work
- Consultant is responsible for providing the necessary labor, equipment, and materials to perform the Work described herein in accordance with the Agreement and Work Authorization Forms. Consultant shall not utilize the services of a subconsultant without prior approval of the Owner.
- Consultant shall be responsible for maintaining a Health and Safety Plan for Owner's review and acceptance and meeting all applicable OSHA safety standards.
- Consultant shall perform its services to facilitate issuance of required permits and permit modifications to allow WWSS construction to proceed as scheduled, inform Owner of risks to timely permit/modification issuance, and present Owner with strategies to avoid, minimize, or mitigate those risks
- Unless stated otherwise, deliverables under this contract shall include one (1) draft deliverable, one (1) final deliverable, and one (1) consolidated set of responses to comments provided by Owner, if any.
- Unless stated otherwise, deliverables provided to permitting agencies shall include one (1) draft and one (1) final deliverable to the Owner, followed by one (1) draft deliverable to the agencies, revised as requested by the agency.
- Final deliverables will be submitted within two (2) weeks of receiving consolidated Owners' comments unless a deliverable-specific turnaround time is specified by Owner.
- Consultant shall provide all deliverables via e-Builder unless specifically directed otherwise by Owner for specified deliverables.
- Owner shall be responsible for providing application submittal, renewal and other permit-related fees.
- Owner shall obtain the necessary signatures for all permit application submittals.
- Consultant shall provide Owner with a complete, written inventory of information needs, within any format or formatting requirements, for each permit for which the Consultant is preparing an application.
- The Project Manager shall be responsible for managing Consultant staff and subconsultants, ensuring the performance of internal quality control ("QC") on all draft and final deliverables prior to submittal to Owners, and act as the primary Consultant point of contact.

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

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

1. Project Administration and Meetings

1.1 Project Administration

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

Schedule

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

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

Invoicing

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

Meetings

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

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

Task 1.0 Assumptions

- Project administration is related to program-wide contract administration and quality control. Management, quality control and coordination related to technical tasks is not included in Task 1 but is included in Tasks 12 through 21.
- A total of 26 bi-weekly permitting meetings with no more than two (2) Consultant team members attending each meeting
- A total of 52 weekly design meetings with no more than one (1) Consultant team member attending each meeting
- A total of 24 other WWSP meetings, with no more than two (2) Consultant team members attending each meeting.

2. Task Closed

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3. Program-Level Permitting Support

3.1 – 3.8.1: Tasks Closed

3.8.2 Environmental Authorization Coordination

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

Task 3.8.5 Thermal Trading Plan

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

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

Activities may include, but are not limited to:

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

Task 3.8 Assumptions

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

3.9 Permit Tracking and Reporting

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

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

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

Work Package-Specific Tasks

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

Subtask 1 – Meetings and Workshops

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

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

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Subtask 2 – Design Support and Construction Compliance

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

Design Phase

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

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- Preparation of Phase 2 Environmental Site Assessments, including the collection and analysis of soil and/or groundwater samples
- Preparation of Soil Management Plans
- Tree surveys and reporting in support of, but not limited to, the following:
 - Land use applications
 - Pipeline alignment and facility footprint evaluations
 - Property owner negotiations
 - Tree donation coordination
- Site visits with WWSP staff and/or agency representatives
- Obtaining environmental clearances for design activities, such as migratory bird nesting surveys and geotechnical surveys
- Review of Design Consultant submittals, including:
 - 30, 60, 90 and 100% design plans (or alternate work package-specific design milestones such as 50, 70, 90 and 100%)
 - Work package-specific environmental specifications
 - Site restoration, erosion and sediment control, grading, and water diversion plans
 - Value Engineering and Constructability evaluations
- Preparation for and attendance at design and construction-related workshops
- Facilitation of agency design reviews, such as USACE review of final restoration plans for stream crossings and ODFW review of final water diversion/fish passage plans
- Preparation of pre-construction permitting memos to identify the pre-construction permits required for each construction package, including submittal requirements, agency review timelines and application fees
- Review of Design Consultant and Contractor pre-construction permit applications and facilitation of application submittal, review and approval by the applicable agencies
- Monthly updates to the Master Permit Tracking Log via e-Builder in advance of Program schedule updates
- Coordination with Bonneville Power Administration (BPA), WWSP and the Design Consultant to secure land use agreements for BPA transmission line crossings, including scheduling and tracking, and application review
- Preparation of alternative evaluations for design and alignment options, and participation in the ranking and selection of alternatives
- Preparation and submittal of work package-specific permit modification requests to applicable permitting agencies, as defined in the WWSP’s Permit Modification Strategy
- Maintaining contact with regulatory agencies to facilitate timely responses

Construction Phase

- Participation in weekly construction coordination meetings
- Facilitation of compliance with environmental, cultural resources, land use and pre-construction permits

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- Acquisition of construction-related authorizations, such as in-water work extensions and modifications to pre-construction and construction-related authorizations
- Support and confirmation of permit closeout and compliance obligations, including erosion control monitoring, site restoration and post-construction monitoring and reporting
- Review of Contractor submittals, including, but not limited to:
 - Construction Management Plan
 - Project Permitting Plan
 - Erosion and Sediment Control Plan
 - Construction Bypass Plan
 - Dewatering Plan
 - Work Area Isolation Plan
 - Pollution Control Plan
- Identification of technical and design requirements to comply with WWSP permits and authorizations
- Conducting fish salvage, wildlife salvage, ESA, and Migratory Bird Treaty Act (MBTA) construction clearance surveys, including preparation and submittal of applicable permits and post-survey reporting
- Coordination with APHIS on nesting bird surveys, monitoring and nest removal, and compliance with MBTA permits
- Responding to Requests for Information (RFI) from Owner, Contractor or Partner agencies
- Environmental compliance monitoring, including site visits, to confirm the Contractor has correctly demarcated protected areas, buffers, and resources. Field activities and findings will be documented, as appropriate, in a Site Visit Form and submitted via e-Builder within one (1) business day
- Performing on-site monitoring and inspection of Contractor conformance with project contract plans, documents, and permits. Inspection reports shall be submitted via e-Builder within one (1) business day of inspection
- Performing on-site monitoring and inspection of tree removal and protection by a certified arborist
- Performing on-site hazardous materials monitoring in areas with potential subsurface soil and/or groundwater contamination
- Collection, analysis and interpretation of soil and/or groundwater samples to confirm the presence of hazardous substances in areas where contamination is suspected, and guidance on disposal requirements.
- Preparation of recommendations and coordination with Owner's work package construction manager or designee to define appropriate corrective measures prior to exiting a work package construction site
- Monitoring of site restoration and review of as-built plans in resource areas for compliance with environmental permit requirements

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

- Conducting Inadvertent Discovery Plan training for encountering cultural resources and on-site monitoring for cultural resources, where necessary
- Responding on-site to inadvertent cultural resource discoveries and coordination with the contractor, WWSP and applicable agencies to document discoveries, clear the site and re-start work
- Cultural resources monitoring, if needed, in areas where known cultural resource sites occur
- Attendance at safety training meetings prior to the start of construction for each work package
- Conducting brief site visits to Partner project construction sites to review and document site conditions and compliance with WWSP permits
- Review of proposed field design changes for permit compliance
- Participation in the planning of and attendance at agency site inspections
- Facilitation of compliance reporting to outside agencies

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

12.1 RWF_1.0 Meetings and Workshops

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

12.2 RWF_1.0 Design Support and Construction Compliance Services

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

Design Phase

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

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

13.1 WTP_1.0 Meetings and Workshops

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

13.2 WTP_1.0 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for WTP_1.0, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under

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

Work Package-Specific Tasks. In addition to the services described under Subsequent Tasks, Consultant shall provide the following additional services:

Design Phase

- Evaluation of tree densities and general species composition using LiDAR imagery to support land use and pre-construction permit requirements
- Coordination with the WWSP, Design Consultant, CMGC Contractor and local agencies to secure pre-construction permit approvals required for the construction of the Orr Road concession project

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

14.1 RES_1.0 Meetings and Workshops

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

14.2 RES_1.0 Design Support and Construction Compliance Services

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

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

15.1 PLM_1.0 Meetings and Workshops

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

15.2 PLM_1.1 Design Support and Construction Compliance Services

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

15.3 PLM_1.2 Design Support and Construction Compliance Services

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

EXHIBIT A – STATEMENT OF WORK (SOW)
Willamette Water Supply Program
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15.4 PLM_1.3 Design Support and Construction Compliance Services

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

Design Phase

- Preparation of state and federal environmental permit applications for the construction of ground lease street improvement concession projects on behalf of the City of Wilsonville, and coordination with the applicable agencies to facilitate permit approvals
- Coordination with the WWSP, Design Consultant, Contractor and local agencies to secure pre-construction permit approvals required for the construction of the ground lease street improvement concession projects

16.0 Task Closed

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

17.1 PLM_4.0 Meetings and Workshops

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

17.2 PLM_4.1 Design Support and Construction Compliance Services

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

17.3 PLM_4.2 Design Support and Construction Compliance Services

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

17.4 PLM_4.3 Design Support and Construction Compliance Services

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

Design Phase

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

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

17.5 PLM_4.4 Design Support and Construction Compliance Services

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

18.0 PLM_5.0 Environmental, Cultural Resources, Land Use and Hazardous Materials Coordination

18.1 PLM_5.0 Meetings and Workshops

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

18.2 PLM_5.1 Design Support and Construction Compliance Services

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

18.3 PLM_5.2 Design Support and Construction Compliance Services

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

18.4 PLM_5.3 Design Support and Construction Compliance Services

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

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

19.1 PLW 1.0 Meetings and Workshops

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

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

19.2 PLW_1.2 Design Support and Construction Compliance Services

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

19.3 PLW_1.3 Design Support and Construction Compliance Services

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

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

20.1 PLW 2.0 Meetings and Workshops

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

20.2 PLW_2.0 Design Support and Construction Compliance Services

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

Design Phase

- Coordination with the WWSP, City of Hillsboro and Metro on the preparation of a Wildlife Protection Plan to provide wildlife protection during construction at the OWNP and surrounding areas

Construction Phase

- Implementation of pre-construction wildlife monitoring in accordance with the WWSP's Wildlife Protection Plan, including installation of monitoring equipment, data collection, and reporting

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

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

21.1 Task Closed

21.2 MPE 1.0 Meetings and Workshops

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

21.2 MPE_1.1 Design Support and Construction Compliance Services

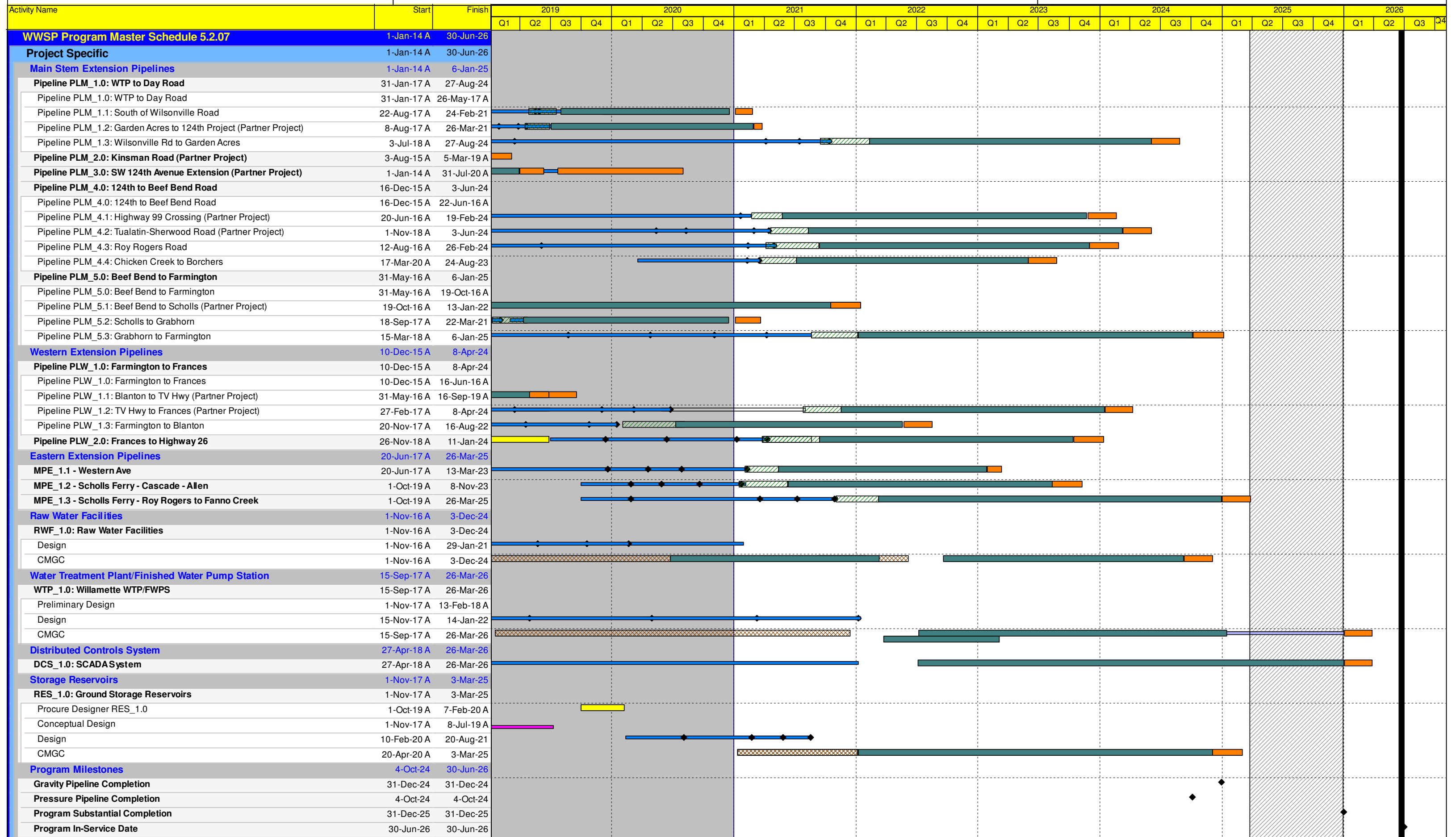
Consultant shall provide work package-specific design and construction compliance services for MPE_1.1, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.

21.4 MPE_1.2 Design Support and Construction Compliance Services

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

21.5 MPE_1.3 Design Support and Construction Compliance Services

Consultant shall provide work package-specific design and construction compliance services for MPE_1.3, as identified in the description of Subtask 2 – Design Support and Construction Compliance Services under Work Package-Specific Tasks.



Willamette Water Supply System Commission

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EXHIBIT B - Consultant Fee and Rate Schedule 2021

WWSP 2021-2022 Rate Table- DEA

Staff	Current Labor Classification	Proposed Labor Classification	Current Rate	Proposed Rate	Reason for Rate Change
Jennifer D. Miller	Senior Project Principal	Senior Project Principal	256.00	263.42	
Julie McCaskill	Engineer V	Water Resources Dept. Manager	219.20	230.88	Promotion/LABC change
Suzanne M. Carey	Planner IV	Planner V	182.42	192.00	Promotion/LABC change
Karen J. Comings	Engineer IV	Water Resource Engineer V	177.84	187.20	Promotion/LABC change
Kristine J. Marshall	Environmental Specialist IV	Environmental Specialist V	171.20	176.16	LABC Change
John D. Macklin	Environmental Specialist IV	Environmental Specialist V	171.20	176.16	LABC Change
Sarah Betz	Project Manager II	Project Manager III	161.30	168.48	Promotion/LABC change
Natalie Newcomer	Engineer III	Water Resource Engineer IV	149.76	157.56	Promotion/LABC change
Ethan J. Rosenthal	Scientist IV	Scientist IV	150.63	155.00	
Phil R. Rickus	Senior Ecologist	Senior Ecologist	143.45	147.61	
Sara Gilbert	GIS Analyst IV	GIS Analyst IV	138.84	143.52	Merit increase
Christina M. Weber	Utility Coordination	Utility Coordination	136.28	140.23	
Judith Barkstedt	Scientist III	Environmental Specialist III	131.77	137.28	LABC Change
Jason Medema	Scientist III	Planner III	131.77	135.59	LABC Change
Valerie Thompson	Scientist III	Scientist III	131.77	135.59	
Melissa M. Foltz	GIS Analyst III	GIS Analyst III	123.24	132.60	Merit increase
Brynn A. Guthrie	Landscape Architect III	Landscape Architect IV	122.15	131.04	Promotion/LABC change
Shawna Hale	Deputy Project Manager	Deputy Project Manager	118.56	129.48	Merit increase
Anthony Vingiello	Scientist II	Scientist II	113.88	118.56	Merit increase
Natalie Warner	Planner II	Planner II	110.40	117.00	Merit increase
Christine E. Immroth	Technical Writer	Technical Writer	104.86	107.90	
Corie Peters	Project Coordinator III	Project Coordinator III	100.60	103.52	
Lori Hicks	Project Accountant II	Project Accountant II	99.84	102.74	
Dongyang Liu	Project Accountant II	Project Accountant II	99.84	102.74	

WWSP 2021-2022 Rate Table - Angelo Planning Group

Staff	Current Labor Classification	Proposed Labor Classification	Current Rate	Proposed Rate	Reason for Rate Change
Joe Dills	Senior Project Manager	Senior Project Manager	224.61	231.12	
Shayna Rehberg	Senior Planner	Senior Planner	113.58	116.87	
Frank Angelo	Principal/Sr Project Advisor	Principal/Sr Project Advisor	222.45	228.90	
Clinton "CJ" Doxsee	Planner	Planner	104.88	107.92	
Kyra Haggart	Planner	Planner	90.09	92.70	
Emma Porricolo	Assistant Planner	Assistant Planner	78.24	80.51	
Courtney Simms	Assistant Planner	Assistant Planner	78.24	80.51	
Brandon Crawford	n/a	Assistant Planner	n/a	80.51	New to project

WWSP 2021-2022 Rate Table - Historical Research Associates

Staff	Current Labor Classification	Proposed Labor Classification	Current Rate	Proposed Rate	Reason for Rate Change
Brad Bowden	Principal Archaeologist	Principal Archaeologist	188.00	193.45	
Emily Ragsdale	Principal Archeologist	Principal Archeologist	150.00	154.35	
Michele Punke	Senior Archaeologist (Specialist)	Senior Archaeologist (Specialist)	129.00	132.74	
Darrin Muir	Information System Specialist	Information System Specialist	124.00	127.60	
Natalie Perrin	Principal Architectural Historian	Principal Architectural Historian	122.00	125.54	
Cathy Bialas	Archaeologist 3	Archaeologist 3	113.00	116.28	
Gabe Frazier	Archaeologist 3 (Specialist)	Archaeologist 3 (Specialist)	110.00	113.19	
Josh Dinwiddie	Archaeologist 2	Archaeologist 2	91.00	93.64	
Bonnie Curtis	Project Administrator	Project Administrator	91.00	93.64	
Dawn Vogel	Production Assistant/Editor	Production Assistant/Editor	90.00	92.61	
Elizabeth Provost	Architectural Historian 2	Architectural Historian 2	89.00	91.58	
Janna Tuck		Archaeologist 1	n/a	88.00	New to Project; Not previously billed out
Michele Stoll	Accounting Specialist	Accounting Specialist	79.00	81.29	
TBD	Archaeological Technician	Archaeological Technician	73.00	75.12	
Jessi Frank	Administrative Assistant/Production Sp	Administrative Assistant/Production S	70.00	74.00	Promotion
Marie Watson	Office Manager	Office Manager	59.00	60.71	

WWSP 2021-2022 Rate Table - Terraphase

Staff	Current Labor Classification	Proposed Labor Classification	Current Rate	Proposed Rate	Reason for Rate Change
James Farrow	Principal	Principal	224.56	\$ 229.00	
Jeff Wallace	Principal	Principal	224.56	\$ 229.00	
Arnab Chakrabarti	Senior Associate	Principal	213.23	\$ 229.00	Promotion/Change in Labor classification
Laurie Israel	Associate	Associate	198.81	\$ 203.00	
Daren Roth	Senior Project Geologist	Associate	181.30	\$ 203.00	Promotion/Change in Labor classification
Joe Luchette	Project Geologist	Associate	164.82	\$ 203.00	Promotion/Change in Labor classification
Craig Heimbucher	n/a	Associate	n/a	\$ 203.00	New to project
Don Malkemus	Project Geologist	Senior Project Geologist	164.82	\$ 185.00	Promotion/Change in Labor classification
Tim Kloeblen	Senior Staff	Project Geologist	144.21	\$ 168.00	Promotion/Change in Labor classification
Dan Phelps	Staff II Geologist/CAD	Project Geologist	125.67	\$ 168.00	Promotion/Change in Labor classification
David Bishop	n/a	Senior GIS	n/a	\$ 147.00	New to project
Veronica Hadsell	Project Coordinator	Project Coordinator	125.67	\$ 128.00	
Bryan O'Reilly	n/a	Staff II GIS	n/a	\$ 128.00	New to project
Vinoth Muthia	Staff I Geologist	Staff I Geologist	111.25	\$ 114.00	
Jensen Perrick	n/a	Staff I Geologist	n/a	\$ 114.00	New to project
Gio Ossa	Support Staff	Support Staff	80.35	\$ 82.00	
David Liu	Support Staff	Support Staff	80.35	\$ 82.00	
Nancy Law	Support Staff	Support Staff	80.35	\$ 82.00	

WWSP 2021-2022 Rate Table - Geosyntec

Staff	Current Labor Classification	Proposed Labor Classification	Current Rate	Proposed Rate	Reason for Rate Change
Robert Annear*	Senior Principal	Senior Principal	263.00	268.00	
James Peale	Principal	Principal	243.00	245.00	
Daniel Pankani	Senior Professional	Senior Professional	221.00	225.00	
Jacob Krall*	Project Professional	Project Professional	197.00	200.00	
Paul Hobson	Project Professional	Project Professional	197.00	200.00	
Rich Wildman	Professional	Project Professional	174.00	200.00	Promotion
Lucas Nguyen*	Professional	Professional	174.00	178.00	
Austin Orr	Professional	Professional	174.00	178.00	
Ariel Mosbrucker	Senior Staff Professional	Professional	152.00	178.00	Promotion
Jamie Feldman	Staff Professional	Senior Staff Professional	131.00	156.41	Promotion
Leon Li	Senior Staff Professional	Senior Staff Professional	152.00	156.41	
Jack Lisin	Staff Professional	Staff Professional	131.00	134.80	
Jack Harvey	Project Administrator	Project Administrator	74.00	74.00	

* denotes primary project staff

WWSP 2021-2022 Rate Table - Harrity Tree Specialists

Staff	Current Labor Classification	Proposed Labor Classification	Current Rate	Proposed Rate	Reason for Rate Change
Joseph Harrity	Senior Arborist	Senior Arborist	175.00	175.00	
Matthew Sanchez	Consulting Arborist	Consulting Arborist	135.00	145.00	Promotion
	Project Assistant	Project Assistant	55.00	55.00	

Willamette Water Supply System Commission

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Willamette Water Supply
Our Reliable Water

4.C. Permitting Contract Amendment
(Contract No. 2016-320 Amendment 30)

March 4, 2021

1

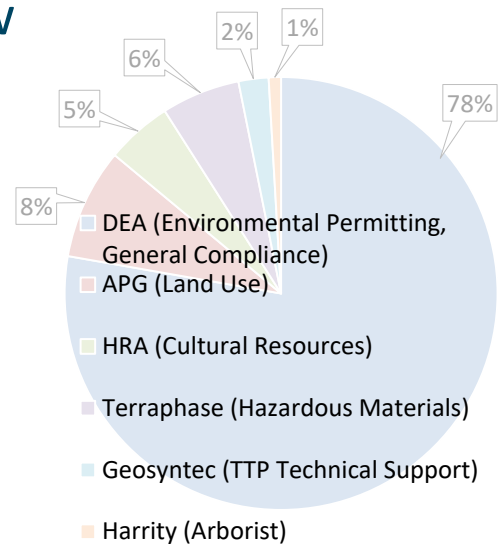
**DEA (Permitting Services) Contract
Amendment 30 Overview**

- Planned annual amendment for continued services
- Permitting Services Amendment 30 requires Board approval to proceed
- Amendment 30 recognizes both additions and reductions in services
- Permitting Services is at a critical phase and this amendment prevents future disruptions to progress
- Staff are asking the Board to:
 - Approve an amendment in the amount of up to \$2,399,623.70 for scope of work to cover the term March 13, 2021 – March 12, 2022

2

Permitting Services Overview

- Coordinating USACE/DSL permit modification bundles
- Coordinating acquisition of pre-construction permits for various projects - 201 remain to be secured
- Supporting compliance during construction on 15 active construction sites
- Continued coordination with CWS on SPL's and SPL Amendments
- Preparing and implementation of post-construction monitoring & restoration plans
- Annual reports to USACE, ODFW, ODFW CHTR, Migratory Bird Treaty Act, and TTP



New and Modified Activities in 2021 Over Baseline

- PLW_1.3. Butternut Creek Blowoff (crosses multiple jurisdictions in complex regulatory area)
- Phase I & II hazardous materials site assessments for ground lease improvements (PLM_1.3)
- Field work studies and outreach support for wildlife protections in OWP; planning for trail improvements under Settlement Agreement (associated permitting and design support to be budgeted later)
- Soil and Groundwater Management Plans for contamination identified in initial studies
- Deep soil testing for cultural resources based on initial studies
- Supporting permit acquisition for fiber optic conduit installation
- Ongoing support for projects with modified design durations (PLM_1.3, PLM_4.1, PLM_4.2, PLM_4.4, PLW_2.0, MPE_1.0)
- Additional round of modifications to the USACE/DSL permits
- Added field studies and permitting efforts for access roads, staging areas not initially anticipated
- Budgeting for one land use appeal

Major Components of Proposed Contract Amendment

- New scope of work for term March 13, 2021 – March 12, 2022
- Corresponding new budget

Budget Background

- Approved (Baseline 5.2) budget for this contract for FY 2021 (July 2020 through June 2021) is \$2 M; projected spend during this period is \$2.6 M, and includes a portion of Amendment 30
- Approved (Baseline 5.2) budget for this contract from March 13, 2021 through March 12, 2022 (includes a portion of FY 2021 and FY 2022) is \$759,537.72
- Staff has identified \$288,000 to be reallocated from within the Permitting budget (in FY 2021 and FY 2022) to offset an increase above Baseline 5.2 budget

Budget Impact

Initial Contract Value		\$589,896
Amendments 1 through 29		\$6,834,287.29
Current Contract Value		\$7,424,183.29
Projected Unspent Balance from Current Contract		\$200,000
Proposed Amendment #30		\$2,399,623.70
TVWD Estimated Share ¹	\$1,576,411.81	
Hillsboro Estimated Share ¹	\$897,910.03	
Beaverton Estimated Share ¹	\$125,301.86	
Proposed Contract Value		\$9,823,806.99

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

Note: Staff has identified \$288,000 to be reallocated from within the Permitting budget to offset an increase above Baseline 5.2 budget; the remaining \$1,352,488.98 will be funded from Management Reserve

Requested Board Action

Approve an amendment in the amount of up to \$2,399,623.70 to Contract No. 2016-320 to provide additional permitting services for the Willamette Water Supply Program.

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: March 4, 2021

Subject: Request to Local Contract Review Board for Approval of Contract Specific Special Procurement for Fabrication, Testing, and Warranty of Control and Communication Panels Resulting in an Amendment to Professional Services Agreement 2018-018 with S&B Inc.

Requested Action:

Acting as the Local Contract Review Board (LCRB), consider adopting the findings for and approving a Contract Specific Special Procurement to amend the Professional Services Agreement (Agreement) between Willamette Water Supply Program (WWSP) and S&B Inc. by adding responsibility for delivery of fabrication, testing, and warranty of Supervisory Control and Data Acquisition (SCADA) control and communication panels.

Key Concepts:

- The proposed Contract Specific Special Procurement under ORS 279C.335(2) secures a final component necessary for unit responsibility for the Willamette Water Supply System's (WWSS) SCADA system.
- Achieving SCADA system unit responsibility is an objective set forth by the WWSS member agencies' leadership, which requires contracting with a single service provider to maintain accountability for the WWSS SCADA system from planning through warranty.
- S&B Inc. was procured in 2018 to provide a majority of the required services through a competitive process.
- Adding fabrication, testing, and warranty of SCADA control and communication panels to the S&B Inc. contract via the proposed amendment would achieve the desired accountability.
- The approval of a contract specific special procurement requires public notice of a 7-day period to receive written protests.
- WWSP will publish the notice upon LCRB approval and, in the absence of written protests, the WWSS General Manager is authorized to execute the proposed amendment to Professional Services Agreement 2018-018.

Background:

Facilities delivered by the WWSP require a SCADA system for their proper operation. The Distributed Control System (DCS_1.0) project includes planning, design, and programming of SCADA system components, which will be located at several WWSS facilities, including but not limited to the Raw Water Facilities (RWF_1.0), the water treatment plant (WTP_1.0), storage reservoirs (RES_1.0), and several "turnout" metering and control facilities located along the WWSS pipelines.

Request to Local Contract Review Board for Contract Specific Special Procurement of SCADA Control and Communication Panels

SCADA planning, design, programming, engineering services during construction, and support during the construction contractors' testing, startup, and closeout activities have already been secured (as further described below). Constructing the SCADA system for each facility will be part of the construction contractors' work. Services for fabricating SCADA control and communication panels, including their testing and warranty, have not yet been secured.

In 2018, WWSP conducted a competitive procurement for SCADA-related design services and three firms submitted proposals in response to the RFP. S&B was selected based on favorable firm qualifications, key staff, and project understanding and approach, including a strong regional experience with a similar recent project and seismic experience.

In June 2019, the WWSP Executive Committee¹ endorsed a "unit responsibility" approach to SCADA. Through this approach a single service provider would be accountable for the WWSS SCADA system from planning through warranty. This approach reduces the delivery risk by avoiding "hand-offs" between multiple SCADA firms – a single firm would be responsible for providing a turnkey automation system.

Approval of the proposed Contract Specific Special Procurement and corresponding Agreement amendment would close a gap in the existing WWSP SCADA-related services contract and achieve the unit responsibility objective. The proposed amendment includes specific measures for WWSP to secure and validate reasonable pricing from S&B Inc. for the added services.

Budget Impact:

There are no budgetary impacts anticipated from this item. The amendment to the Professional Services Agreement 2018-018 clarifies responsibility for services that are already accounted for in the approved Baseline budget.

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. Findings in Support of an Exemption from Competitive Bidding: Contract Specific Special Procurement for the WWSS Facilities SCADA Panels Fabrication
2. Proposed Amendment to Professional Services Agreement 2018-018

¹ The WWSP Executive Committee was composed of senior leadership of TVWD and City of Hillsboro Water Department and served to oversee and provide policy direction to the WWSP prior to establishment of the WWSS Commission.

FINDINGS IN SUPPORT OF AN EXEMPTION FROM COMPETITIVE BIDDING
WILLAMETTE WATER SUPPLY SYSTEM
CONTRACT SPECIFIC SPECIAL PROCUREMENT FOR THE WWSS FACILITIES SCADA PANELS
FABRICATION

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 the current contract with S&B Inc. be amended to include the full scope of the fabrication of all Supervisory Control and Data Acquisition (SCADA) control and communication panels required by the Willamette Water Supply System Commission. This is proposed to be a Contract Specific Special Procurement pursuant to ORS 279B.085 and OAR 137-047-0285 for the work located at several Willamette Water Supply System ("WWSS") facilities, including but not limited to the Raw Water Facilities (RWF_1.0), the water treatment plant (WTP_1.0), storage reservoirs (RES_1.0), and several "turnout" metering and control facilities located along the WWSS pipelines.

The Contract Specific Special Procurement process is advantageous for this project as it will likely result in substantial cost savings as well as other substantial benefits.

II. BACKGROUND

Willamette Water Supply System Commission was formed to develop the 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 WWSS Commission'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.

A. Project Description – Willamette Water Supply System, DCS_1.0 Project

Facilities delivered by the WWSP require a SCADA system for their proper operation. The Distributed Control System (DCS_1.0) project includes planning, design, and programming of SCADA system components, which will be located at several WWSS facilities, including but not limited to the Raw

Water Facilities (RWF_1.0), the water treatment plant (WTP_1.0), storage reservoirs (RES_1.0), and several “turnout” metering and control facilities located along the WWSS pipelines.

SCADA planning, design, programming, engineering services during construction, and support during the construction contractors’ testing, startup, and closeout activities have already been secured (as described below). Constructing the SCADA system for each facility will be part of the construction contractors’ work. Services for fabricating SCADA control and communication panels, including their testing and warranty, have not yet been secured.

III. EVALUATION AND BASIS FOR APPROACH

Considerations

Selecting an approach to meet the need for fabrication, testing, and warranty of SCADA control and communication panels is influenced by the following considerations:

- Compatibility with Existing Systems
 - Tualatin Valley Water District (“TVWD”) serves as the Managing Agency for the WWSS and will have overall responsibility for its operation
 - TVWD’s existing SCADA system is maintained by S&B, Inc. (S&B) and system expansions/improvements over the past 30 years have been completed by S&B
- Existing WWSP SCADA-related Services Contract
 - In 2018, WWSP conducted a procurement for SCADA-related design services and three firms submitted proposals in response to the RFP. S&B was selected based on favorable firm qualifications, key staff, and project understanding and approach, including a strong regional experience with a similar recent project and seismic experience. The scope of services under the existing S&B Contract 2018-18, as amended over time, includes:
 - SCADA and Instrumentation and Controls (I&C) standards manual preparation
 - SCADA control and communication panel design
 - SCADA Programmable Logic Controllers (PLC) programming
 - SCADA communication programming
 - SCADA visualization programming
 - SCADA/Computerized Maintenance Management System (CMMS) integration
 - This contract includes specific acknowledgement that portions of the contract and scope of work may be assigned to one or more WWSS construction contractors to simplify responsibilities for scheduling and delivery during construction and startup.
- Consistency/Compatibility and Delivery Risk for WWSP Projects
 - In June 2019, the WWSP Executive Committee¹ endorsed a “Unit Responsibility” approach to SCADA. Through this approach a single service provider would be accountable for the WWSS SCADA system from planning through warranty. This

¹ The WWSP Executive Committee was composed of senior leadership of TVWD and City of Hillsboro Water Department and served to oversee and provide policy direction to the WWSP prior to establishment of the WWSS Commission.

- approach reduces the delivery risk by avoiding “hand-offs” between multiple SCADA firms – a single firm would be responsible for providing a turnkey automation system.
- Implementing this direction requires closure of a gap in the existing WWSP SCADA-related services contract. The existing contract does not include fabrication, testing, and warranty of the control and communications panels.
 - Adherence to Procurement Requirements
 - The approach to securing SCADA control and communications panels fabrication, testing, and warranty services must comply with Oregon procurement requirements and WWSS Local Contract Review Board requirements.
 - Cost-competitiveness
 - The approach to securing SCADA control and communications panels fabrication, testing, and warranty services must result in costs that are reasonable for that market.

Proposed Approach

A contract specific special procurement selection of S&B is proposed to fulfill the need for fabrication, testing, and warranty of SCADA control and communication panels. S&B’s existing contract would be amended to include the additional services and associated pricing and administrative processes.

WWSS’s Local Contract Review Board rules and ORS Chapter 279B.085, allow selection without competition when one of the following conditions exists:

- The procurement is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and
 - Is reasonably expected to result in substantial cost savings to the contracting agency or to the public; or
 - Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

As noted above, the unit responsibility objective requires contracting with a single service provider to maintain accountability for the WWSS SCADA system from planning through warranty. S&B was procured to provide a majority of the required services through a competitive process, that included qualifications and approach. Adding fabrication, testing, and warranty of SCADA control and communication panels to the S&B contract would achieve the desired accountability, without diminishing competition and while promoting the public interest.

An alternate approach to achieving the unit responsibility objective would be to re-procure all of the SCADA services, including those currently provided by S&B. A comprehensive re-procurement of SCADA services would add costs and delays for re-work and would not likely provide a substantive competitive opportunity for SCADA firms. WWSP’s 2018 procurement of SCADA services, which led to S&B’s selection, concluded that S&B was best able to meet WWSP’s then-defined SCADA needs. Expanding the scope of services to include fabrication, testing, and warranty of SCADA control and communication panels would not improve the competitiveness of the other firms that responded to the 2018 RFP. Nonetheless, if a firm other than S&B were selected to provide unit responsibility for

SCADA services, that firm would have to review and accept or modify the work already completed by S&B and by all other design firms that includes SCADA related equipment in their projects. Additionally, that firm would also need to understand and confirm control strategies for all facilities that are in final design and/or in construction.

WWSP can secure and validate reasonable pricing from S&B for the added fabrication, testing, and warranty of SCADA control and communication panels services through the following measures:

Labor rates

- Establish fixed labor rates for anticipated personnel or labor classifications and require use of those rates in cost estimates and price proposals
- Validate the proposed labor rates using historical price information for TVWD’s past work with S&B and through review by WWSP subject matter experts

Commercially-available equipment and supplies pricing

- Require S&B to provide price information from a catalog/price list, schedule, or other verifiable and established verifiable record for major equipment and supplies that would be included in the SCADA panels
- Establish a fixed mark-up on equipment and supplies that would be included in the SCADA panels

Level of effort

- Require S&B to provide a detailed level of effort estimate by person or labor classification
- Validate the proposed level or effort through review by WWSP subject matter experts and comparison to costs for similar projects

Cost estimates and quotes

- Require S&B to provide a detailed cost estimate for at each major design milestone and a final quote for each WWSP project
- Validate the cost estimates and quotes against established labor rates, equipment and supplies pricing backup documentation and established mark-up, and level of effort reasonableness
- Authorize SCADA panels fabrication for each WWSP project through a prime construction contract, with S&B as a subcontractor, to maintain transparency and control

IV. FINDINGS REGARDING COMPLIANCE WITH PROCUREMENT RULES

ORS 279B.085(b) state that a “Contract-specific special procurement” means a contracting procedure that differs from the procedures described in ORS 279B.055, 279B.060, 279B.065 and 279B.070 and is for the purpose of entering into a single contract or a number of related contracts on a one-time basis or for a single project. This will allow selection without competition when one of the following conditions exists: (a) Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and (b)(A) Is reasonably expected to result in substantial cost savings to the contracting agency or to the public; or (B) Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

The findings in this document demonstrate that those conditions are met and that the services may be procured through a Contract Specific Special Procurement.

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 279B.085.

V. FINDINGS REGARDING COMPETITION

ORS 279B.085(b) requires that an agency make certain findings as a part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279B.085(4)(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 award of this work. In 2016, TVWD conducted a procurement for SCADA-related services and at least 4 firms submitted proposals in response to the RFP. S&B was selected based on qualifications and criteria matrix and a Master Agreement for On-call Engineering/Professional Consulting Services contract was executed. The initial two-year term of the S&B contract has been extended by amendment through June 30, 2021.

In 2018, WWSP conducted a procurement for SCADA-related design services and three firms submitted proposals in response to the RFP. S&B was selected based on favorable firm qualifications, key staff, and project understanding and approach, including a strong regional experience with a similar recent project and seismic experience. The scope of services under the existing S&B Contract 2018-18, as amended over time, includes:

1. SCADA and Instrumentation and Controls (I&C) standards manual preparation
2. SCADA control and communication panel design
3. SCADA Programmable Logic Controllers (PLC) programming
4. SCADA communication programming
5. SCADA visualization programming
6. SCADA/Computerized Maintenance Management System (CMMS) integration

VI. FINDINGS REGARDING COST SAVINGS AND OTHER SUBSTANTIAL BENEFITS

ORS 279B.085(b) requires that a public agency make certain findings as part of exempting certain public contracts or classes of public contracts from competitive bidding. ORS 279B.085(4)(b)(A) is reasonably expected to result in substantial cost savings to the contracting agency or to the public; or (B) Otherwise substantially promote the public interest in a manner that could not practically be realized by complying with requirements that are applicable under ORS 279B.055, ORS 279B.060, ORS 279B.065 or ORS 279B.070 or under any rules adopted thereunder.

In June 2019, the WWSP Executive Committee endorsed a “Unit Responsibility” approach to SCADA. Through this approach a single service provider would be accountable for the WWSS SCADA system from planning through warranty. This approach reduces the delivery risk by avoiding “hand-offs”

between multiple SCADA firms – a single firm would be responsible for providing a turnkey automation system. Implementing this direction requires closure of a gap in the existing WWSP SCADA-related services contract. The existing contract does not include fabrication, testing, and warranty of the control and communications panels.

An alternate approach to approving the Contract Specific Special Procurement would be to re-procure all of the SCADA services, including those currently provided by S&B. A comprehensive re-procurement of SCADA services would add costs and delays for re-work and would not likely provide a substantive competitive opportunity for SCADA firms. WWSP's 2018 procurement of SCADA services, which led to S&B's selection, concluded that S&B was best able to meet WWSP's then-defined SCADA needs. Expanding the scope of services to include fabrication, testing, and warranty of SCADA control and communication panels would not improve the competitiveness of the other firms that responded to the 2018 RFP. Nonetheless, if a firm other than S&B were selected to provide unit responsibility for SCADA services, that firm would have to review and accept or modify the work already completed by S&B and by all other design firms that includes SCADA related equipment in their projects. Additionally, that firm would also need to understand and confirm control strategies for all facilities that are in final design and/or in construction.

If not approved for this procurement the WWSP would have to formally go through the above-mentioned steps which would result in significant cost increases to the program to ensure compliance with the unit responsibility objective.

WWSP can secure and validate reasonable pricing from S&B for the added fabrication, testing, and warranty of SCADA control and communication panels services through the following measures:

Labor rates

- Establish fixed labor rates for anticipated personnel or labor classifications and require use of those rates in cost estimates and price proposals
- Validate the proposed labor rates using historical price information for TVWD's past work with S&B and through review by WWSP subject matter experts

Commercially available equipment and supplies pricing

- Require S&B to provide price information from a catalog/price list, schedule, or other verifiable and established verifiable record for major equipment and supplies that would be included in the SCADA panels
- Establish a fixed mark-up on equipment and supplies that would be included in the SCADA panels

Level of effort

- Require S&B to provide a detailed level of effort estimate by person or labor classification
- Validate the proposed level or effort through review by WWSP subject matter experts and comparison to costs for similar projects

Cost estimates and quotes

- Require S&B to provide a detailed cost estimate for at each major design milestone and a final quote for each WWSP project
- Validate the cost estimates and quotes against established labor rates, equipment and supplies pricing backup documentation and established mark-up, and level of effort reasonableness
- Authorize SCADA panels fabrication for each WWSP project through a prime construction contract, with S&B as a subcontractor, to maintain transparency and control

VII. CONCLUSION

In accordance with ORS Chapter 279B.085, an exemption from competitive bidding for the services for fabricating SCADA control and communication panels, including their testing and warranty is in the best interest of the Willamette Water Supply System Commission and public based on the justifications given above. The use of a Contract Specific Special Procurement process will not diminish competition or result in favoritism or increased cost. Additionally, this approach is expected to contribute to public benefit including minimized cost for re-bidding and having the checks in place to verify fair pricing is given by S&B inc.

Willamette Water Supply System Commission

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Amendment 6 to Agreement

FOR
 DCS_1.0 PLANNING, DESIGN, PROGRAMMING, AND FIELD SERVICES
 FOR
 THE WILLAMETTE WATER SUPPLY PROGRAM

This Amendment, effective the date as signed by Owner, is entered into by and between Willamette Water Supply System Commission ("Owner") and ("Engineer").

WHEREAS, the Owner and Engineer entered into this Agreement for Engineer to provide DCS_1.0 PLANNING, DESIGN, PROGRAMMING, AND FIELD SERVICES for the Willamette Water Supply Program.

WHEREAS, the Owner and Engineer desire to amend the Agreement by modifying the terms of the Agreement as follows:

This amendment incorporates PCO-9.

PCO#	Description	Time Impact (Days)	Change Amount
PCO - 12	SCADA System Panel Fabrication and Unit Responsibility	0	\$.00

The Original Contract Sum was	\$1,650,518.53
Net Change by Previously Authorized Requests and Changes	\$413,903.31
The Contract Sum Prior to this Amendment was	\$2,064,421.84
The Contract Sum will change by	\$ 0.00
The New Contract Sum including this Amendment	\$2,064,421.84
The Contract Time will change by	0 Days
The Date of Contract Completion as of this Amendment Therefore is	12/31/2025

Except as modified or changed herein, all other terms and conditions of the original Agreement, or as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 6 effective as of the date signed by Owner.

OWNER

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

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

13. Unit Responsibility for SCADA Control System

13.1 Approach and Deliverables

Engineer's services shall include panel fabrication, testing, and warranty and shall provide unit responsibility for the performance of the WWSS automation system. Reflective of the unit responsibility held by Engineer, Engineer shall also be identified as the SCADA Design Firm (SDF) for purposes of the construction bid documents. Engineer shall provide a turnkey automation system for WWSS with single unit responsibility. The Engineer shall provide the WWSS with transparency to Opinions of Probable Cost and early indication of SCADA costs during the design phase through the requirements and deliverables described in this SOW. Engineer's integration services include the supply, fabrication, testing, and warranty of SCADA control panels and network communication panels identified as supplied by the SDF in the construction bid documents. Engineer shall prepare custom application programming to implement monitoring and control of the work specified in the design services phase and approved by Owner. This work includes, but is not limited to, providing programmable logic controller (PLC) control panels, Remote Input/Output (RIO) panels, PLC based remote telemetry units (RTUs), SCADA communication panels, battery backup panels, and software applications. The WWSS SCADA Standards Manual provides direction on selection of hardware and requirements for software integration to meet Owner objectives for functionality and resiliency that will be included in all designs. All work proposed by Engineer will be compliant with the WWSS SCADA Standards Manual, with any proposed deviations submitted in writing to the Owner for potential acceptance. Software supplied by Engineer in conjunction with these services will be registered to WWSS. Documentation and drawings produced by these efforts will conform to current WWSS SCADA standards.

Procurement and installation of the system integration work defined in this Section is anticipated to be provided via the selected Contractor for each WWSS project or bid package and defined in the bid specifications. The SDF shall comply with bid specifications and Contractor schedules to provide a coordinated delivery and startup of equipment and services. For the procurement of licensed computer software including operating systems, SCADA and office productivity software, the Owner may include direct and indirect methods as best determined to meet Owner requirements for assigning unit responsibility.

The Engineer shall provide Opinions of Probable Costs during the design phase, at each design milestone (e.g., 30%, 60%, 90%, and 100% design), and final cost proposals developed in accordance with the methodology described in Section 13.2. Opinions of Probable Cost and final cost proposals shall be subject to review and use by the Owner to make decisions and guide the work of the Engineer and DCs to provide best value to the Owner. Opinions of Probable Cost and final cost proposals will be submitted to Owner within 10 business days of the 90% Design Deliverable. For each Opinion of Probable Cost and final cost proposal, Engineer shall submit a draft deliverable for Owner review and, within 14 business days of receiving Owner comments, shall submit a final deliverable that is responsive to Owner comments. The Engineer's final cost proposal shall be based upon 100% bid ready design documents for each project or project phase (for phased projects such as RWF_1.0). The scope shall be presented to and subject to acceptance by Owner in advance of bid advertisement and suitable for insertion in the bid document.

For tracking purposes, Engineer shall assign each Opinion of Probable Cost and final cost proposal deliverable for each project a unique identifier carrying the project designation along with "DCS-x.y" where 'x' is a sequential number starting with 1 and "y" is a cost deliverable update due to source costs for the estimate. For example, a Project Task Order "PLW_1.1-DCS-3.0" indicates the 3rd update to the cost deliverable for project PLW_1.1. The typical cost deliverables for a project could include an x.y value of 1.0 = 60% design, 2.0=90%, 3.0=100%, and 3.1=bid document form ready after the 100% price is generated. Pricing at each design development phase shall be suitable for review by the project DC and provide feedback upon the level of complexity of both hardware and engineering content of the automation system. Pricing shall be suitable for use in project planning as well as for direct entry in the Bid Form when elected by the Owner.

Engineer will incorporate all SCADA PLC panels and networking panels into 60% and 90% Design Deliverables needed for the operation of the SCADA system. These panels will be identified by the DC’s design documents for each project. Characteristic to these panels are that all panels are part of the wide area network that provides supervisory control over the WWSS facilities. Engineer’s SOW does not include panels supplied as part of proprietary process systems, also referred to as Vendor Control Panels in DC’s design documents for each project.

The anticipated number of control panels for the WWSS is provided in the following table, organized by hydraulic process flow:

Project	SCADA PLC or RIO Panel ¹	Network/Comm Panel ²	Description	SCADA Design Ref ³
RWF_1.0	ENC_1000	ENC_1002	Upper Building Control Systems	100%
RWF_1.0	ENC_5000	ENC_5002	Lower Building Control Systems	100%
WTP_1.0	SPP1	COMP1	Raw Water Systems	<90%
WTP_1.0	SPP2	COMP2	Chemical Systems	<90%
WTP_1.0	SPP2RIO01			<90%
WTP_1.0	SPP3	COMP3	Finished Water Pump Station	<90%
WTP_1.0	SPP4	COMP4	Filtration Systems	<90%
WTP_1.0	SPP4RIO1			<90%
WTP_1.0	SPP5	COMP5	Dewatering Systems	<90%
WTP_1.0	SPP6	COMP6	Equalization and Recycle Systems	<90%
WTP_1.0	SPP7	COMP7	Post Filtration	<90%
WTP_1.0	SPP8	COMP8	Offsite SCADA Systems / Central System	<90%
PLM_5.1	not defined		Friendly Lane Turnout	0%
PLM_5.1	CP-200, CP201	see CP200	Metzger Turnout	60%
MPE_1.2	CP-300, CP-301	see CP300	SW Hall Blvd & SW Greenburg Rd Turnout	90%
MPE_1.1	CP-MPE_1.1, BCP-MPE-1.1		SW Western Blvd & SW Beaverton-Hillsdale Hwy Turnout	90%
PLM_5.2	not defined		South Cooper Mountain Turnout (for Beaverton)	0%
RES_1.0	ENC_9000	see ENC_9000	WWSP Reservoir Site	60%
PLW_1.3	CP-400, CP401	see CP400	209th and Farmington Turnout	100%
PLW_1.3	CP-300, CP-301	see CP300	Cornelius Pass/Butternut Creek	100%
PLW_1.1	not defined		Blanton Turnout	0%
PLW_1.1	not defined		Tualatin Valley Highway - STL Emergency Intertie Turnout	0%
PLW_1.1	not defined		Tualatin Valley Highway	0%
PLW_1.2	CP-200, CP-201	see CP200	Frances Turnout	100%
PLW_2.0	CP-500, CP501	see CP500	Baseline Turnout	90%

¹ PLC refers to Programmable Logic Controller and RIO as remote Input/Output. Panels with this equipment provide interface between the electro-mechanical environment and the software-based automation structure.

² Network communication panels provide media translation between fiber and copper infrastructures and a centralized location to concentrate data and cyber security hardware.

³ SCADA Design Ref refers to the status of the SCADA design at the time this Section 13 was added to the SOW.

PLW_2.0	CP-550, CP551	see CP550	Walbridge Turnout	90%
PLW_2.0	CP-600, CP601	see CP600	Old Evergreen Turnout	90%
PLW_2.0	MCP-3, CP- 201	see MCP-3	Highway 26 Turnout	90%
PLW_2.0	not defined		Highway 26 - NTL Emergency Intertie Turnout	0%
~PLW_1.1	CP-Turnout		Beaverton Intertie	100%

For all control panels provided under this SOW, the Engineer's system integration work will be consistent with the design provided by the project documents and subsequent addendum information. Where additional information is required to link this scope of work with 100% design documents, the Engineer will submit detailed information suitable for direct use in an addendum to convey changes to the bidders.

Work performed by Engineer shall be compliant with WWSS WIFIA Program Requirements, including but not limited to, the American Iron and Steel (AIS) requirements. The control panel represents the primary steel content related to this requirement and the materials are sourced from United States steel by Engineer's supplier. A copy of the Step Certification letter is provided to the Program. All control panels supplied for use in the WWSS include seismic certification and UL508A listings.

13.2 Pricing Methodology

This Section 13.2 defines the methodology that Engineer shall use to develop pricing information for inclusion in Opinions of Probable Cost and final cost proposals required under Section 13.1. Final cost proposals for bid document inclusion shall be valid for a minimum of one hundred twenty (120) days. Opinions of Probable Cost and final cost proposals for Control Systems integration services performed by Engineer will be presented to Owner with detailed breakouts for labor, assembly components, wiring/assembly materials, and field devices. Engineer shall provide backup information suitable for Owner to validate Engineer's pricing and shall respond to Owner's requests for supplemental backup information in a prompt manner.

Pricing for direct labor shall be consistent with Exhibit B2 – Engineer Fee and Rates Schedule and reflect the following:

Shop assembly direct labor associated with panel fabrication shall be determined as a linear calculation that accounts for component mounting time and number of terminations per device. Time for these tasks shall be determined by historical averages for Engineer's facility and uniformly applied for all system integration. Panel integration labor services provided by Engineer for the Owner include purchasing, receiving, raw material quality control, wiring materials (conductors, track, rail, fasteners, etc.), drilling, securing, wiring, power up verification test, factory acceptance test and application of third-party listing certificates as applicable (UL508A, UL698, SSI Seismic).

Software engineering direct labor shall be determined using algorithms that include the number of inputs and outputs, network connected values, communication method(s), and process loop requirements for control and display. Engineering includes application software required for local PLC and HMI. SCADA Visualization Programming and central PLC (WTP_1.0 SSP8) logic additions are excluded unless specifically identified. SCADA master requires final selection of graphic software program and feature implementation. Control panels shall be priced to have autonomous control features when equipment is placed into the "remote" or "auto" switch positions and be suitable for demonstration of control operation and fail-safe response. Where the master SCADA

setpoints are not available due to project sequence, the acceptance testing shall be executed using the local HMI panel. The HMI shall provide visualization of the supervisory control setpoints from master SCADA and allow for local overwrite to demonstrate system automatic operation.

Field services direct labor associated with panel commissioning and startup work shall be determined based on Engineer's analysis of the level of effort required to comply with project specifications for field services, including but not limited to, Contractor meetings and startup and acceptance testing.

Pricing for equipment and materials used to fabricate control panels shall be the Engineer's direct cost plus 30 percent overhead. This overhead rate covers Engineers' operating expenses including, but not limited to, federal, state and local business and occupation taxes, warranty coordination and support, risk, profit, and administrative costs. Owner may elect to independently negotiate and/or purchase any equipment or materials listed in the project's materials breakout with other vendors and ship these to Engineer for inclusion in the integrated design with Engineer adding the 30 percent overhead rate to the Owner's purchase price.

Pricing for instruments and sensors external from the control panel shall be the Engineer's direct cost with 20 percent overhead. This overhead rate covers Engineers' operating expenses including, but not limited to, federal, state and local business and occupation taxes, warranty coordination and support, risk, profit, and administrative costs. Owner may elect to independently negotiate and/or purchase any field devices listed in the project's materials breakout with other vendors and ship these to Engineer for inclusion in the integrated design with Engineer adding the 20 percent overhead rate to the Owner's purchase price.

Pricing for third party listings shall be at fixed rates where fabrication requirements are previously established and fall under existing certification standards. UL listing shall be \$50 per label and Seismic listing shall be \$3,500 per enclosure. These listing prices include Engineer's direct and indirect costs associated with subscription and maintenance of the listing source. Where panel designs represent new testing requirements for seismic or UL compliance, the Opinion of Probable Cost and final price proposal will clearly indicate the basis of estimate for listing, including shake-table tests, and shall be submitted to the Owner in advance of final bid submission. Rack mounted equipment and deadfront door configurations are examples of panel designs anticipated that are outside current seismic design procedures in Engineer's listing.

An example worksheet used to develop the Opinion of Probable Cost is provided in the table below:



S & B inc.

13200 SE 30th Street, Bellevue, WA 98005 (425) 644-1700 FAX (425) 746-9312

Project: {project ID}
 Date: quote date
 delivery: 10 weeks ARO
 freight: separate line item in bid

Task Order# {project ID}-DCS-x.y

Panel Materials

qu	description	mfg list price	S&B price
1	{Control Panel Project Name and Panel Tag ID}		based on spec
	system integration includes materials, overheads associated with material purchase, assembly and support. Materials are marked up at 30% from S&B purchase costs.	{sum of list pricing}	

Fabrication Labor ¹

qu	description	Provider	unit price	total
	wiring labor hours	shop foreman	\$ 83.00	\$ -
	shop overhead for inventory control and coordination	shop foreman	\$ 83.00	\$ -
	panel power up testing	Field Engineering	\$ 125.05	\$ -
	purchasing, project documentation	admin assistant	\$ 94.92	\$ -

Engineering and Design ²

qu	description	Provider	unit price	total
	Project scope of work, principal review and approval	Principal Engineering	\$ 283.56	\$ -
	presentation and layout, As Built blocks	CAD design	\$ 105.14	\$ -
	schematic drawings	CAD design	\$ 105.14	\$ -
	Project Engineering schematic design and integration	Senior Engineer	\$ 204.90	\$ -
	technical support for drawings and documentation.	CAD / Support	\$ 137.37	\$ -
	Software Development, PLC & HMI	PLC/HMI software dev	\$ 160.02	\$ -
	Wonderware at WTI location for minor addition	SCADA software dev	\$ 137.37	\$ -
	Factory test, project coordination & documentation	Field Engineering	\$ 125.05	\$ -

Field Engineering Services ³

qu	description	Provider	unit price	total
	On site startup, testing and acceptance testing	Field Engineering	\$ 125.05	\$ -
	FAT with Owner	Field Engineering	\$ 125.05	\$ -
	Training session (4-hrs) per spec	Field Engineering	\$ 125.05	\$ -
	Mobilization and travel	Field Engineering	\$ 125.05	\$ -

Total: \$ -

Notes quote is valid for 90 days

- 1 hours costed are a linearized solution based upon the quantity of components, number of terminations and mounting requirement. Includes panel certifications for UL and Seismic compliance.
- 2 Design hours factor fabrication time and network connected devices. Application software and design factor repetitive tasks within a panel and derate hours if panel represents similar requirements to another panel.
- 3 Field engineering hours include Contractor coordination time, power-up, functional acceptance testing, training and mobilization.

Labor unit prices are per current fees and rates described by Exhibit B2.

13.3 Engineer's Construction Phase Services

This Section 13.3 describes Owner's and Engineer's understanding of how Engineer, when serving as SDF, shall be contracted for construction services, including but not limited to, panel fabrication and field services. In the event of a conflict between this Section 13.3 and an executed construction contract, the construction contract shall have primacy.

The Contractor for each project shall procure panel fabrication and field services of the Engineer using the price and scope components provided in the bid documents. The Engineer will be enjoined as a sub-contractor as defined in the Contract Documents. Specific requirements of the project and the system integration will be reflected in the project specifications, managed by the Contractor, and conveyed to the Engineer by the subcontract. The subcontract is anticipated to include panel fabrication, testing, and certification services as well as services for integration work performed outside the Engineer's fabrication facility such as onsite coordination meeting(s) with the Contractor, installation inspection, startup and testing. The specifications are also anticipated to include provisions for onsite and offsite meetings between Engineer, the Contractor and other sub-contractors during the construction process that address coordination of installation and pre-startup activities. During the startup cycle the Engineer's field staff is anticipated to supervise, subject to the requirements of the Contract Documents and Engineer's subcontract, power up of the control system and connected instrumentation, completing forms indicating proper installation and initial process conditions. The Contract Documents are also anticipated to include assisting the Contractor with acceptance testing and demonstration of automatic operation, generating forms indicating completion of tests or identifying non-complying results that require follow-up testing.

Following completion of startup activities, Engineer's staff will update drawings showing "Acceptance Tested" conditions and includes equipment startup forms described in the project documents for the control system. These documents typically include additional field wire termination information, configuration settings and/or corrections needed to complete the testing associated with each process area. Equipment not passing field tests shall be transmitted to the Contractor, Design Consultant and/or Owner's representative as described in the Contract Documents on a regular cadence during the construction cycle. Engineer's field staff shall maintain a redlined documentation set on a 'per panel' basis during the construction cycle and make these available to the Contractor, Design Consultant and/or Owner's representative upon request in addition to what is required for project compliance. Final documentation shall include "Acceptance Tested" drawings and a compiled set of startup/test documents that are submitted to the Contractor and available to the Owner within 20 working days of completed work.

For equipment and programmed operation supplied by Engineer, Engineer shall provide training to operations personnel as defined in the Contract Documents. Owner's maintenance personnel and operating personnel shall receive instructions that describe the interactions between hardware and software features as well as a summary of any unique maintenance issues identified by Engineer's staff during the power up, commissioning, and testing cycle. Engineer's field staff shall coordinate with the Contractor and Owner's O&M personnel to document training material covered during the sessions as well as meet requirements identified in the Project specifications.

System Integration includes unit responsibility for overall performance of the control system operation including factory testing, commissioning, startup, field acceptance testing and a follow up warranty support period for both equipment and labor. All equipment, materials, devices, and services provided by Engineer shall be subject to a warranty as defined in the Contract Documents. The warranty is anticipated to include a two-year warranty from date of substantial completion or 30-month warranty from date of shipment, whichever occurs first. During the warranty period, component failures and labor associated with repair shall not be charged to the Contractor or Owner. Standard manufacturer warranty exclusions for components apply during the warranty period typically related to damage due to external forces.

Willamette Water Supply
Our Reliable Water

4.D. DCS_1.0 Contract Specific Special Procurement
(Contract No. 2018-018 Amendment 6)

March 4, 2021

1

Outline

- Distributed Control System (DCS_1.0) background
- Unit responsibility approach
- Contract specific special procurement
- Implementation steps
- Requested Board action

2

DCS_1.0 Background

- Facilities delivered by the WWSP require a Supervisory Control and Data Acquisition (SCADA) system for proper operation
- DCS_1.0 project includes planning, design, and programming of SCADA system components, which will be located at WWSS facilities, including:
 - Raw Water Facilities (RWF_1.0)
 - Water Treatment Plant (WTP_1.0)
 - Storage reservoirs (RES_1.0)
 - Several “turnout” metering and control facilities

DCS_1.0 Procurements Status

- S&B Inc. was procured through a competitive process in 2018 to provide a majority of required SCADA services
- Constructing the SCADA system for each facility will be part of the construction contractors' work
- Services for fabricating SCADA control and communication panels, including testing and warranty, have not yet been secured

Unit Responsibility Approach to SCADA

- In 2019, WWSS member agencies' leadership endorsed a "Unit Responsibility" approach
 - Single service provider accountable for the WWSS SCADA system from planning through warranty
 - Reduce delivery risk by avoiding "hand-offs" between multiple SCADA firms
- Proposed Contract Specific Special Procurement under ORS 279C.335(2) secures a final component necessary for unit responsibility for the WWSS SCADA system

Contract Specific Special Procurement (proposed S&B Inc. contract amendment)

- Establishes unit responsibility for WWSS SCADA
 - Adds responsibility for fabrication, testing, and warranty of SCADA control and communication panels as subcontractor to WWSS's construction contractors
- Requires adherence to WWSS SCADA Standards Manual, WIFIA requirements, and WWSS construction contract documents and submittal of seismic certification
- Establishes pricing methodology and backup expectations
- Requires pricing transparency through Opinions of Probable Cost at design milestones
- Requires final cost proposal for acceptance before bid advertisement
- Acknowledges WWSP will insert accepted cost proposal into bid documents
- Includes option for WWSP to furnish equipment or materials
- Costs for the services are already included in construction costs and in current Baseline
- No impact to construction schedules

Findings for an Exemption from Competitive Bidding

- Amendment to existing contract with S&B Inc.
 - Is unlikely to encourage favoritism or substantially diminish competition
 - Will likely result in cost savings and other substantial benefits
- Unit responsibility objective requires contracting with a single provider
- S&B Inc. was competitively procured to provide many of the required services
- Adding the identified services to the S&B contract would achieve the desired accountability
- Alternate approach to achieving the unit responsibility objective
 - Re-procure all of the SCADA services, including those currently provided by S&B

Implementation Steps

Mar. 4, 2021

- WWSS Board (as LCRB) Approve Contract Specific Special Procurement

Mar. 10, 2021 (approx.)

- WWSP Publish 7-day public notice

Mar. 18, 2021 (approx.)

- WWSS General Manager execute amendment to S&B Inc. contract unless written protest received

Requested Board Action

Acting as the Local Contract Review Board, consider adopting the findings for and approving a Contract Specific Special Procurement to amend the Professional Services Agreement between Willamette Water Supply Program and S&B Inc. by adding responsibility for delivery of fabrication, testing, and warranty of Supervisory Control and Data Acquisition control and communication panels.

QUESTIONS

Willamette Water Supply System Commission

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STAFF REPORT

To: Willamette Water Supply System Board of Commissioners
From: Joelle Bennett, P.E., WWSP Assistant Program Director
Date: March 4, 2021
Subject: Anticipated Business Agenda Items for the April 1, 2021, Meeting of the Willamette Water Supply System Board of Commissioners

Key Concepts:

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

1. Adopt WWSP Annual Baseline Schedule and Budget
2. Adopt WWSS Fiscal Year 2021-2022 Work Plan and Budget
3. Adopt MPE_1.2 Supplemental Resolution of Need
4. Adopt WWSS Washington County Land Use and Transportation (WCLUT) Master IGA Amendment 1
5. Adopt PLM_4.1 WCLUT Construction IGA
6. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA
7. Adopt DCS_1.0 Sherwood Broadband Services IGA
8. Adopt PLW_2.0 Settlement Agreement with Metro and Hillsboro for Orenco Woods Nature Park

Background:

The following actions are anticipated business agenda items for the April 1, 2021, meeting of the WWSS Board of Commissioners. Due to the dynamic nature of the WWSS work, request for approval of some items may be delayed or new items may emerge on the business agenda next month. WWSS staff strive to provide preliminary information one month prior to requesting action and a full staff report describing the recommended action during the appropriate month.

1. Adopt WWSP Annual Baseline Schedule and Budget

The WWSP team has been working on developing a rebaseline schedule and budget that can meet partner fiscal constraints. Over the past two months, WWSP staff have developed a cost management approach, currently under review by the partners, to evaluate potential cost management alternatives and their impact on the program total cost as well as cash flow in critical years.

As early as the April WWSS Board meeting, WWSP staff will present the updated baseline schedule and budget, reflective of the selected cost management alternative, with a recommendation to the Board to approve.

2. Adopt WWSS Fiscal Year 2021-2022 Work Plan and Budget

In alignment with the WWSP Annual Baseline Schedule and Budget, WWSP staff have prepared the WWSS Fiscal Year 2021-2022 Work Plan and Budget. The Annual Work Plan provides the proposed scope of work to be performed by the Managing Agency for the fiscal year 2021-22 (FY2022), in accordance with the WWSS Intergovernmental Agreement (IGA).

Anticipated Business Agenda Items for the March 4, 2021, Meeting of the
Willamette Water Supply System Board of Commissioners

As early as the April WWSS Board meeting, WWSP staff will present the WWSS Fiscal Year 2021-2022 Work Plan and Budget, with a recommendation to the Board to approve.

3. Adopt MPE_1.2 Supplemental Resolution of Need

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

At the April WWSS Board meeting, WWSP staff will present the project area and easement need, with a recommendation to the Board to adopt the Resolution of Public Necessity to allow WWSP staff to begin the process to acquire permanent and temporary construction easements for MPE_1.2.

4. Adopt WWSS WCLUT Master IGA Amendment 1

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. To establish the coordination details and cost and schedule terms of partnered projects, the WWSS and WCLUT executed a Memorandum of Understanding (Partnering MOU) in 2016, and a Master Project Coordination IGA in early 2020. The Master Project Coordination IGA restated the parties' commitment to partnering and clarified certain elements of the Partnering MOU. The proposed Amendment 1 clarifies the real estate acquisition term in the IGA regarding responsibility for acquisitions for exclusive waterline use.

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

5. Adopt PLM_4.1 WCLUT Construction IGA

The design of the WWSS and WCLUT partnered 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 April WWSS Board meeting, WWSP staff will present the proposed intergovernmental agreement with a recommendation to the Board to adopt it through resolution.

6. Adopt RES_1.0 WCLUT Grabhorn Road Realignment IGA

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

Anticipated Business Agenda Items for the March 4, 2021, Meeting of the
Willamette Water Supply System Board of Commissioners

coordination and cooperation between WWSS and WCLUT to support WWSS RES_1.0 construction and WCLUT future plans for the Grabhorn Road realignment.

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

7. Adopt DCS_1.0 Sherwood Broadband Services IGA

To provide long-term communications capability between the WTP_1.0 and RWF_1.0 projects, the WWSP has selected an existing service provider, the City of Sherwood, which operates the Sherwood Broadband network. WWSP staff are working with the City of Sherwood to finalize an intergovernmental agreement detailing the services, cost, and conditions.

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

8. Adopt PLW_2.0 Settlement Agreement with Metro and Hillsboro for Orenco Woods Nature Park

WWSS staff and legal counsel are negotiating the easement terms with Metro and the City of Hillsboro to secure the required easement through the Orenco Woods Nature Park for the PLW_2.0 pipeline project. Staff are currently completing an assessment of the cost impacts from the draft terms.

At the April WWSS Board meeting, pending agreement on the final terms, WWSP staff will present the proposed settlement agreement with a recommendation to the Board to adopt it through resolution

Budget Impact:

Anticipated costs for all of the actions described are reflected in the WWSP FY2021 budget, with the exception of Item 8. The cost changes for ancillary projects and additional equipment (such as a turnout) are borne entirely by the requesting Partner.

Staff Contact Information:

Dave Kraska, P.E., WWSS General Manager, 503-941-4561, david.kraska@tvwd.org
Joelle Bennett, P.E., WWSP Assistant Director, 503-941-4577, joelle.bennett@tvwd.org

Attachments:

None.

**Willamette Water Supply System Commission
Board Meeting**

March 4, 2021
