



RESOLUTION 2021-064

AUTHORIZING THE CITY MANAGER PRO TEM TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR DESIGN AND CONSTRUCTION OF UTILITY RELOCATION NEEDS ASSOCIATED WITH THE TUALATIN SHERWOOD ROAD WIDENING PROJECT

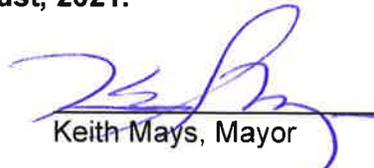
WHEREAS, the County is working on a project to widen Tualatin-Sherwood Road and Roy Rogers Road from Chicken Creek to Teton Road and as part of that project, it is been determined that utility relocation is necessary that is traditionally the responsibility of the utility provider; and

WHEREAS, the County and City have determined that it would be most cost effective and efficient for the County to incorporate the design and construction of the utility relocation into the County project.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

- Section 1.** The City Council authorizes the City Manager Pro Tem to enter into an Intergovernmental Agreement (IGA) with Washington County (WACO) in a form substantially similar to the attached Exhibit 1.
- Section 2.** The City Council further authorizes the City Manager to make payments to the County consistent with the agreed upon amounts outlined in the IGA.
- Section 3.** This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 3rd day of August, 2021.



Keith Mays, Mayor

Attest:



Sylvia Murphy, MMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
WASHINGTON COUNTY AND THE CITY OF SHERWOOD**

**FOR PUBLIC UTILITY IMPROVEMENTS ON SW TUALATIN
SHERWOOD ROAD AND SW ROY ROGERS ROAD**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as “COUNTY”; and the City of Sherwood, a municipal corporation, acting by and through its City Council, hereinafter referred to as “CITY.”

RECITALS

1. WHEREAS, ORS 190.010 authorizes agencies 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; and
2. WHEREAS, COUNTY, by and through its Department of Land Use and Transportation, manages and maintains a network of county roads serving countywide travel needs and will construct road improvements including the improvements hereinafter referred to as “COUNTY PROJECT”; and
3. WHEREAS, COUNTY PROJECT consists of three separate programmed roadway improvements on SW Roy Rogers Road and SW Tualatin Sherwood Road within the following limits:
 - i. Washington County Project Number 100100: SW Roy Rogers Road from approximately SW Borchers Drive to Highway 99W and improvements on SW Tualatin Sherwood Road from Highway 99W to approximately Southwest Olds Place, as shown generally on the attached Vicinity Map in Exhibit A, attached hereto and incorporated by reference.
 - ii. Washington County Project Number 100389: SW Roy Rogers Road from approximately Chicken Creek bridge to SW Borchers Drive, as shown generally on the attached Vicinity Map in Exhibit A, attached hereto and incorporated by reference.
 - iii. Washington County Project Number 100361: SW Tualatin Sherwood Road from approximately SW Olds Place to SW Cipole, as shown generally on the attached Vicinity Map in Exhibit A, attached hereto and incorporated by reference; and
4. WHEREAS, CITY, consistent with the powers and purposes of city government, finds it necessary and desirable for the continued growth, safety and welfare of the community that the aforementioned COUNTY PROJECT will be constructed as soon as practicable; and
5. WHEREAS, the CITY desires to relocate CITY owned waterline and sanitary sewer utilities to accommodate the COUNTY PROJECT, and to pay for such requested work; and

6. WHEREAS, the CITY and COUNTY have desire to cooperate in the relocation and construction of the CITY's waterline and sanitary sewer improvements and combine the CITY'S waterline and sanitary sewer improvement relocation into a single construction project with the COUNTY PROJECT to reduce construction costs and the impacts of construction on the public by reducing the number of road closures and detours needed to accomplish the work identified and by reducing the duration of construction activities; and
7. WHEREAS, under such authority, it is the mutual desire of the COUNTY and CITY to enter into this Intergovernmental Agreement to cooperate in relocation and construction of the CITY'S waterline and sanitary sewer improvements, and to allocate responsibilities as detailed below.

AGREEMENT

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

1. PROJECT DESCRIPTION

- 1.1 The COUNTY PROJECT is comprised of separate improvements on SW Tualatin Sherwood Road and SW Roy Rogers Road will include: design and construction of improvements including road widening, curbs, sidewalks, bike lanes, street lighting, drainage, landscaping, traffic control, storm water quality improvements, and all necessary permitting.
- 1.2 The CITY SW Tualatin Sherwood Road and SW Roy Rogers Road waterline project will include adjustment and relocation of existing water meters, and fire hydrants, and adjustment of blow-offs, valve lids, and other water infrastructure work to accommodate the COUNTY PROJECT. All these proposed improvements are located along SW Tualatin Sherwood Road, SW Roy Rogers Road, and Highway 99W, hereinafter referred to as "WATERLINE PROJECT".
- 1.3 The CITY SW Tualatin-Sherwood Road sanitary sewer project will include adjustment and relocation of manholes, cleanouts, and other sanitary sewer infrastructure work to accommodate the COUNTY PROJECT. All these proposed improvements are located along SW Tualatin Sherwood Road, SW Roy Rogers Road, and Highway 99W, hereinafter referred to as "SANITARY SEWER PROJECT".
- 1.4 The CITY WATERLINE PROJECT and SANITARY SEWER PROJECT will collectively be referred to as CITY PROJECTS.

2. COUNTY OBLIGATIONS

- 2.1 COUNTY hereby designates Matt Meier as COUNTY Project Manager for the COUNTY PROJECT and the COUNTY representative responsible for coordination of the CITY PROJECTS with CITY pursuant to this Agreement.
- 2.2 COUNTY shall perform, or cause to be performed, all actions necessary for the design and construction of the COUNTY PROJECT, including project management, design and construction engineering, property acquisition, including right-of-way as necessary, utility relocation as necessary, regulatory and land use permits and approvals, public information related to the roadway design and construction and not including the public information obligations of the CITY as set forth in Term 3.8, contract administration, inspection and construction management. COUNTY shall coordinate the design of, advertise for, award and administer the construction contracts for the COUNTY PROJECT. COUNTY shall meet its obligations under this section in separate project files and contracts as provided in the recitals.
- 2.3 Subject to CITY obligations set forth in Article 3, COUNTY shall perform, or cause to be performed, all actions necessary for the construction of the CITY PROJECTS as part of the COUNTY PROJECT and bid, construct, and manage the CITY PROJECTS as part of the COUNTY PROJECT construction contract, with CITY project costs tracked separately.
- 2.4 COUNTY shall provide CITY three (3) business days following bid opening to review and approve bid results for the CITY PROJECTS. COUNTY may award the construction contract, including work for the CITY PROJECTS, unless CITY informs COUNTY in writing prior to expiration of said review period that it wishes to cancel construction of the CITY PROJECTS as part of the COUNTY PROJECT.
- 2.5 COUNTY shall perform all actions regarding compensation as set forth in Article 4 – Compensation.
- 2.6 COUNTY shall not acquire any right-of-way or easements for CITY PROJECTS.

3. CITY OBLIGATIONS

- 3.1 CITY hereby designates Rich Sattler as CITY Project Manager for the CITY PROJECTS and the CITY representative responsible for coordination of the CITY PROJECTS with COUNTY pursuant to this Agreement.
- 3.2 CITY shall provide timely comments to COUNTY on construction documents including construction plan sheets, specifications, and bid schedule for the CITY PROJECTS. Unless the CITY notifies the COUNTY as provided in Term 2.4, the CITY PROJECTS bid items shall be incorporated into the overall COUNTY PROJECT Bid Schedule.

- 3.3 CITY shall provide timely responses to bidder's questions about CITY PROJECTS during advertisement of each COUNTY PROJECT. If necessary, CITY shall provide COUNTY with an addendum no later than four (4) calendar days prior to the bid opening, provided the question is received by the CITY no later than one (1) business day prior to said deadline.
- 3.4 CITY shall provide inspection of the CITY PROJECTS bid items including review and approval of shop drawings, submittals, and onsite inspections to determine compliance with the contract documents. CITY's onsite inspector shall be onsite as appropriate and responsible for enforcing all applicable CITY PROJECTS specifications during all CITY PROJECTS work. CITY's onsite inspections of the CITY PROJECTS bid items, including required night work inspections, shall be coordinated through COUNTY's lead inspector. CITY must approve the final acceptance of the CITY PROJECTS prior to top lift paving.
- 3.5 CITY shall assist the COUNTY lead inspector with the following construction documentation for the CITY PROJECTS bid items:
- General daily progress reports and erosion control reports;
 - Quantity documentation used for monthly estimates; and
 - Quality documentation and test results as specified in the construction contract.
- 3.6 CITY shall coordinate with COUNTY on any disagreements, disputes, delays or claims related to or as a result of the CITY PROJECTS, and shall financially participate with the COUNTY in the investigation, defense and damages, if any, for costs directly attributable to the CITY PROJECTS. .
- 3.7 CITY shall perform all actions regarding compensation as set forth in Article 4- Compensation.
- 3.8 CITY shall perform all necessary public involvement and notifications for water service shutdowns resulting from the CITY PROJECTS work. CITY shall assign a 24-hr emergency contact for the duration of the CITY PROJECTS construction.
- 3.9 CITY acknowledges that its obligations, as provided in this Article 3, are applicable to each separate COUNTY PROJECT file.

4. COMPENSATION

- 4.1 COUNTY shall be responsible for all costs to design and construct COUNTY PROJECT as described in Term 2.2.
- 4.2 CITY PROJECTS

4.2.1 The CITY shall be responsible for all costs to design and construct the CITY PROJECTS.

The cost to design and construct the CITY PROJECTS is estimated to total \$820,405. Specific CITY PROJECTS costs are shown in Exhibit B and are summarized as follows:

Project 100389 (Chicken Crk to Borchers)

i. Design Costs	\$ 4,852
ii. Construction Costs	\$32,350
iii. Construction Administration and Management (15% of ii)	\$ 4,852
iv. <u>Mobilization & Traffic Control (12% of ii)</u>	<u>\$ 3,882</u>
TOTAL 100389 ESTIMATED COST	\$45,937

Project 100100 (Borchers to Olds)

i. Design Costs	\$ 30,788
ii. Construction Costs	\$205,250
iii. Construction Administration and Management (15% of ii)	\$ 30,788
iv. <u>Mobilization & Traffic Control (12% of ii)</u>	<u>\$ 24,630</u>
TOTAL 100100 ESTIMATED COST	\$291,455

Project 100361 (Olds to Teton)

i. Design Costs	\$ 51,023
ii. Construction Costs	\$340,150
iii. Construction Administration and Management (15% of ii)	\$ 51,023
iv. <u>Mobilization & Traffic Control (12% of ii)</u>	<u>\$ 40,818</u>
TOTAL 100361 ESTIMATED COST	\$483,013

Notwithstanding the above estimates, CITY's financial obligation under items i and ii shall be the actual design and construction costs incurred by COUNTY for the design and construction of the CITY PROJECTS.

Items iii and iv shall be calculated and paid to COUNTY as a lump sum after COUNTY makes final payment to the construction contractor for the CITY PROJECTS.

4.2.2 CITY and COUNTY understand that the costs outlined above are estimates and are used to determine project budgets and estimated payments amount used within this Agreement. Final costs will be based on the actual contract amount realized. Final payments made by the CITY

to the COUNTY for the CITY PROJECTS shall be based on actual bid prices, construction quantities and non-construction costs.

- 4.2.3 CITY and COUNTY understand that the costs outlined above are estimates for CITY PROJECTS on each individual road improvement described as the COUNTY PROJECT.
- 4.2.3 In the event the CITY and COUNTY agree to design and construction changes that will eliminate or reduce the scope and extent of the CITY PROJECTS, the CITY will pay for COUNTY's cost for re-design and/or construction change orders.
- 4.2.4 Within sixty (60) calendar days of execution of any COUNTY PROJECT construction contract, CITY shall deposit with the COUNTY the sum of \$75,000. COUNTY shall send CITY quarterly statements during project design and construction specific to each design and construction contract related to the COUNTY PROJECT indicating the itemized amount incurred for the CITY PROJECTS and the amount due. COUNTY may apply the CITY deposit to any portion of the COUNTY PROJECT as necessary and as work is completed. Quarterly statements will not be sent to the CITY if no CITY PROJECTS work is performed. Upon depletion of the \$75,000 deposited under this section, the quarterly statement shall include the itemized amount due from CITY for the CITY PROJECTS work. CITY shall pay COUNTY the amount due within thirty (30) calendar days of its receipt of this billing. Any CITY deposited funds remaining upon completion of the CITY PROJECTS or termination of this agreement after COUNTY invoicing for work completed on the CITY PROJECTS prior to termination but not yet invoiced, if any, whichever comes first, shall be refunded to the CITY within sixty (60) calendar days.

5. GENERAL PROVISIONS

5.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations, including but not limited to those regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All applicable provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

5.2 DEFAULT

Time is of essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) calendar days within which to cure the defect.

5.3 INDEMNIFICATION

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party, and its officers, employees, and agents, from and against all claims, demands and 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 omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this Agreement.

5.4 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

5.5 DISPUTE RESOLUTION

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

5.6 REMEDIES

Subject to the provisions in paragraph 5.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, 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.

5.7 EXCUSED PERFORMANCE

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

5.8 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

5.9 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

6. TERMS OF AGREEMENT

6.1 The term of this Agreement shall be from the date of execution until the completion of the CITY PROJECTS, but not to exceed five (5) years.

6.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party, effective thirty (30) calendar days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the COUNTY PROJECT and CITY PROJECTS and paying for any additional costs as necessary.

[SIGNATURES ON FOLLOWING PAGE]

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

WASHINGTON COUNTY, OREGON

RUTH OSUNA, DEPUTY COUNTY ADMINISTRATOR

DATE: _____

RECORDING SECRETARY

CITY OF SHERWOOD, OREGON

CITY MANAGER

DATE: _____

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY



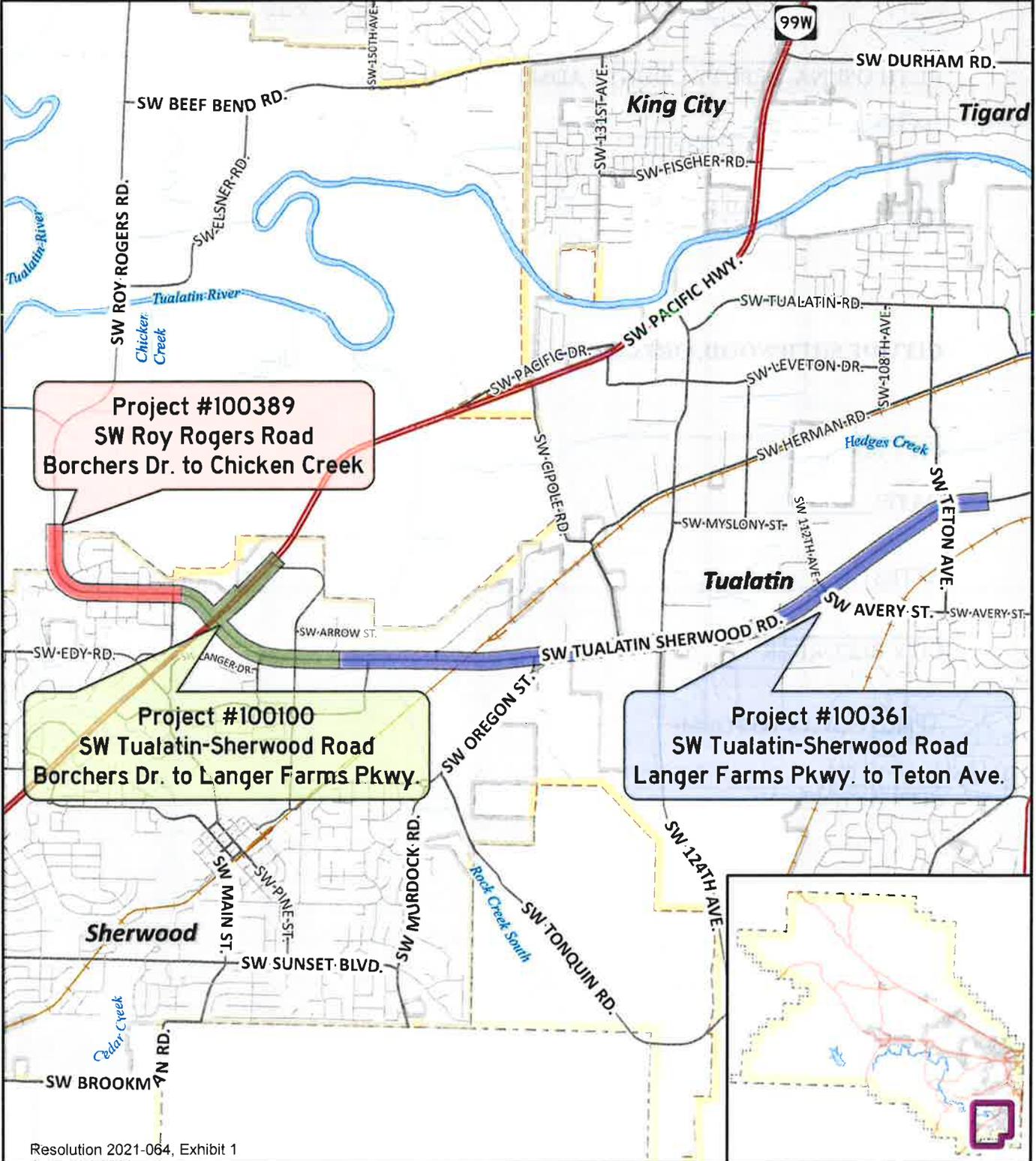
EXHIBIT A

**SW Tualatin-Sherwood Road
 and SW Roy Rogers Road
 Improvement Projects**



KLF | May 14, 2021
 Not to Scale

Projects 100100, 100361, & 100389



**INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF SHERWOOD
FOR PUBLIC UTILITY IMPROVEMENTS ON SW TUALATIN SHERWOOD ROAD AND SW ROY ROGERS ROAD
EXHIBIT B**

Project 100389 (Chicken Crk to Borchers)					
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Trench Resurfacing	SY	25	\$ 130.00	\$ 3,250
2	Adjust Water Valve	EA	15	\$ 300.00	\$ 4,500
3	Relocate Water Valve	EA	0	\$ 2,500.00	\$ -
4	Adjust Water Meter Box	EA	9	\$ 400.00	\$ 3,600
5	Relocate Fire Hydrant	EA	1	\$ 2,500.00	\$ 2,500
6	Relocate Water Meter	EA	1	\$ 2,500.00	\$ 2,500
7	Major Sanitary Manhole Adjustment	EA	0	\$ 2,500.00	\$ -
8	Minor Sanitary Manhole Adjustment	EA	5	\$ 1,000.00	\$ 5,000
9	Pothole	EA	6	\$ 1,000.00	\$ 6,000
10	Contingency	LS	1	\$ 5,000.00	\$ 5,000
<i>100389 Construction Subtotal</i>					\$ 32,350
11	Consultant Design Cost (15% of construction estimate)				\$ 4,853
12	Construction Admin and Management (15% of construction cost)				\$ 4,853
13	Lump sum contribution towards mob, traffic control, EC, survey (12% of construction cost)				\$ 3,882
100389 Total					\$ 45,937

Project 100100 (Borchers to Olds)					
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	12 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill (01140)	LF	100	\$ 300.00	\$ 30,000
2	6 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill (01140)	LF	100	\$ 200.00	\$ 20,000
3	12 Inch Connection to 12 Inch Existing Main	EA	6	\$ 9,000.00	\$ 54,000
4	1 Inch Combination Air Release/Air Vacuum Valve Assembly (01150)	EA	3	\$ 2,700.00	\$ 8,100
5	6 Inch Gate Valve (01150)	EA	7	\$ 1,100.00	\$ 7,700
6	12 Inch Butterfly Valve (01150)	EA	4	\$ 7,500.00	\$ 30,000
7	Moving Existing Hydrants (01160)	EA	7	\$ 2,500.00	\$ 17,500
8	Adjust Water Valve	EA	39	\$ 300.00	\$ 11,700
9	Adjust Water Meter Box	EA	1	\$ 400.00	\$ 400
10	Major Sanitary Manhole Adjustment (00490)	EA	4	\$ 2,300.00	\$ 9,200
11	Minor Sanitary Manhole Adjustment (00490)	EA	7	\$ 950.00	\$ 6,650
12	Contingency	LS	1	\$ 10,000.00	\$ 10,000
<i>100100 Construction Subtotal</i>					\$ 205,250
13	Consultant Design Cost (15% of construction estimate)				\$ 30,788
14	Construction Admin and Management (15% of construction cost)				\$ 30,788
15	Lump sum contribution towards mob, traffic control, EC, survey (12% of construction cost)				\$ 24,630
100100 Total					\$ 291,455

Project 100361 (Olds to Teton)					
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Trench Resurfacing	SY	55	\$ 130.00	\$ 7,150
2	6 Inch San Sewer Pipe, 5 FT Depth	LF	50	\$ 100.00	\$ 5,000
3	Connect to Existing Structures	EA	2	\$ 1,200.00	\$ 2,400
4	Minor Adjustment of Sanitary Manholes	EA	9	\$ 1,000.00	\$ 9,000
5	8 Inch Ductile Iron Pipe with Integrated Restrained Joints and Class B Backfill	FT	327	\$ 200.00	\$ 65,400
6	Waterline Crossing Lowering	EA	14	\$ 10,000.00	\$ 140,000
7	8 Inch Connection to 8 Inch Existing Main	EA	2	\$ 6,000.00	\$ 12,000
8	8 Inch Gate Valve	EA	4	\$ 3,000.00	\$ 12,000
9	Adjust Existing Valve	EA	33	\$ 300.00	\$ 9,900
10	Adjust Existing Hydrants	EA	1	\$ 2,000.00	\$ 2,000
11	Hydrant Assemblies	EA	7	\$ 5,000.00	\$ 35,000
12	Adjust 1 Inch Water Meter Assembly	EA	2	\$ 400.00	\$ 800
13	Relocate 1 Inch Water Meter Assembly	EA	3	\$ 2,500.00	\$ 7,500
14	Pothole	EA	17	\$ 1,000.00	\$ 17,000
15	Contingency	LS	1	\$ 15,000.00	\$ 15,000
<i>100361 Construction Subtotal</i>					\$ 340,150
16	Consultant Design Cost (15% of construction estimate)				\$ 51,023
17	Construction Admin and Management (15% of construction cost)				\$ 51,023
18	Lump sum contribution towards mob, traffic control, EC, survey (12% of construction cost)				\$ 40,818
100361 Total					\$ 483,013

Total All Projects \$ 820,405

