184816

# INTERGOVERNMENTAL AGREEMENT REGARDING CONSTRUCTION OF SANITARY SEWERS AND COST-SHARING OF COMMON FACILITIES

This Intergovernmental Agreement (Agreement) is made and entered into this ___ day of _____, 2011, by and between the City of Portland ("City"), a municipal corporation, and Clackamas County Service District No. 1 ("District"), a county service district formed pursuant to ORS Chapter 451.

## RECITALS

WHEREAS, City's Bureau of Environmental Services ("BES") will be constructing a sanitary sewer system to serve City properties in an area bounded roughly by SE Clatsop to the south, SE 82nd to the west, I-205 to the east, and SE Lambert to the north (known as the Lents Sanitary Sewer Extension, Project #6954 ("Lents SEP")), and a pump station and force main to the Lents Interceptor (known as the SE 83rd Pump Station, Project #8376 ("Pump Station"));

WHEREAS, SE Clatsop Street in this area is the District boundary and City boundary;

WHEREAS, serving City properties located on the north side of SE Clatsop St. requires a sewer line to be constructed within SE Clatsop St. that could also serve District properties located on the south side of SE Clatsop St.;

WHEREAS, the parties entered into a Wholesale Sewer Service Agreement in 1990 (Wholesale Agreement) providing for District's purchase of 2,000 Equivalent Dwelling Units (EDU) of sewage transportation and treatment capacity in City's system and payment for the transportation and treatment of sewage discharged by District into City facilities;

WHEREAS, the properties in District's area of jurisdiction affected by the Lents SEP fall within the area included within the 1999 amendment to the Wholesale Agreement that includes all areas of Clackamas County west of 172nd Ave., which generally slope north toward City's boundary and can enter City's sanitary sewer system by gravity;

WHEREAS, the most efficient, cost-effective, and non-duplicative extension of sewer system facilities entails the construction of a single line in SE Clatsop St. and a pump station and force main to serve both District and City properties, with the cost shared between both parties;

WHEREAS, District plans to construct a sanitary sewer collection system to serve District properties in an area known as the North Clackamas Revitalization Area ("NCRA"), roughly bounded by SE Clatsop and the City/District boundary to the north, I-205 to the east, SE 55th Ave to the west, and SE King Road to the south;

WHEREAS, District has offered, as part of this cost-sharing agreement, to extend its sanitary sewer collection system in order to provide service to an unsewered portion of City's area of jurisdiction adjacent to the NCRA and bounded by SE 55th Avenue on the west, SE 58th Avenue on the east, SE Harney Drive on the north, and the City/District boundary on the south ("NCRA Portland Extension");

WHEREAS, the completed NCRA Portland Extension will be turned over to City for acceptance and ownership; and

WHEREAS, the parties have the power to enter into this Agreement pursuant to ORS 190.030.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Section 1 Construction of Lents SEP by City**

1.1 City shall design and construct the Lents SEP, including the required pump station and force main to the Lents Interceptor, according to City's sanitary sewer design standards and practices, to be built as shown in Exhibit A.

1.2 City will provide all engineering planning, and sewer and pump station design and construction, including preparation of plans and specifications, surveying, contract administration, construction inspection, and material testing.

1.3 City will provide District with the opportunity to review and comment on all engineering plans and construction documents and to review and comment on any change orders required during the project that would affect District's costs.

**Section 2 Obligations of District – Lents SEP**

2.1 District will provide locate data for the properties within District's area of jurisdiction so that City staff can design appropriate lateral connections.

2.2 District will provide customer service to the properties within its boundaries to prepare them for the disruption of daily life during construction on SE Clatsop St. and adjoining streets.

**Section 3 Construction of the NCRA Portland Extension and the Shared HDD Line by District**

3.1 District shall design and construct an 8-inch main and any necessary service laterals to serve City properties according to its sanitary sewer design standards and practices, to be built as shown in Exhibit B. Upon completion of construction and acceptance by City, City will own, operate and maintain the portions of those lines located within City boundaries.

3.2 District agrees to design and construct a 12-inch horizontal directionally-drilled main (the "Shared HDD Line") and service laterals to jointly serve District and City properties according to its sanitary sewer design standards and practices, to be built as shown in Exhibit B. Upon completion, District will own, operate and maintain the Shared HDD Line and all service laterals attached to it serving District customers.

3.3 District will provide all engineering planning, design and construction; including preparation of plans and specifications, surveying, contract administration, construction inspection, and material testing.

3.4 District will provide City with the opportunity to review and comment on all engineering plans and construction documents and to review and approve any change orders required during the project that would affect City's costs.

3.5 District will provide City with copies of as-built main line and service connection drawings when construction is completed.

**Section 4 Obligations of City – NCRA Portland Extension and the Shared HDD Line**

4.1 City will provide locate data for the properties within City's area of jurisdiction so that District staff can design appropriate lateral connections.

4.2 City will provide customer service to the properties within City's area of jurisdiction to prepare them for the disruption of daily life during construction in the project area and adjacent areas.

4.3 City will fully reimburse District for engineering and construction costs associated with the NCRA Portland Extension.

**Section 5 Payments by District and City**

5.1 After the Lents SEP and SE 83rd Pump Station projects are complete and all costs are known, District shall pay City for District's percentage share of the final project costs, as calculated in Exhibit C, for both the collection system piping and the pump station, to be built as two separate projects. Such costs will include all direct costs required to design and construct the projects and all indirect overhead charges and will be calculated using the same methodology under which BES charges its own projects for purposes of capitalization, excluding any allocated capital interest on bonds or loans.

5.2 City shall pay for construction of the NCRA Portland Extension and 50 percent of the Shared HDD Line, according to contractor progress payment requests submitted to District and using the cost-sharing methodology shown in Exhibit D. After completion of the NCRA phase that includes serving City properties (Phase II) and all costs are known for that phase, City shall pay District for any remaining costs of the NCRA Portland Extension and for City's share of the costs of the Shared HDD Line, as calculated in Exhibit D. Such costs shall include all direct costs required to design and construct the projects, including the pipe and all related appurtenances and surface restoration, and all indirect overhead charges and will be calculated using the same methodology under which District charges its own projects for purposes of capitalization, excluding any allocated capital interest on bonds or loans.

5.3 City and District shall pay the amounts invoiced within 30 days after receipt of each invoice.

**Section 6 Rights of Use**

City and District customers shall have the right to connect to the lines constructed under this Agreement without any special financial obligations, other than those imposed by each jurisdiction on its own customers. City and District shall each have the right to transmit flow collected elsewhere through the lines without any additional compensation to the other party.

**Section 7 Future Reconstruction**

City and District shall meet and negotiate in good faith to establish a fair and reasonable basis to apportion costs for any future replacement of the lines. Upgrades required due to regulatory requirements shall be treated in the same manner as future replacement costs. Upgrades necessary due to the need for increased capacity shall be the responsibility of the party causing greater demand on the lines beyond that estimated by the construction plans. Before a future capital investment is made to either line for which a party may seek cost sharing, unless an emergency exists the parties shall meet to discuss and reach agreement on the need, general approach, cost and cost-share basis prior to capital investments in any line.

**Section 8 No Termination of Service**

Once construction is complete and ownership of the lines has been transferred, neither party shall terminate or impede the other's use of the lines to convey sewage flows to City's system for treatment, even if this Agreement is terminated.

**Section 9 Notification**

The parties agree to provide each other with written notice of any condition that may violate this Agreement or applicable laws, regulations or permits.

**Section 10 Disputes**

If a dispute arises between the parties regarding breach of this Agreement, the amount charged to District or City, or interpretation of any term of this Agreement, the parties shall follow the below steps in resolving the dispute:

**Step One: Negotiation.** The Manager, Director, or other persons designated by each of the disputing parties will negotiate on behalf of the entity they represent. The nature of the dispute shall be reduced to writing and shall be presented to each Manager or Director who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each Manager or Director and, if requested by a party, ratified by their respective Boards which shall be binding upon the parties.

**Step Two: Mediation.** If the dispute cannot be resolved within thirty (30) days at Step One, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one (1) name.

The two selected shall select a third person. The dispute shall be heard by a panel of three (3) mediators and any common costs of mediation shall be borne equally by the parties who shall each bear their own costs and fees therefor. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Manager or Director and approved by their respective Boards.

**Step Three: Arbitration.** If the parties are unsuccessful at Steps One and Two, the dispute shall be resolved by binding arbitration proceedings. The parties shall follow the same process described in Step 2 for the selection of arbitrators. Upon breach of this Agreement, the non-defaulting parties shall be entitled to all legal or equitable remedies available at law, including injunction, declaratory judgment, specific performance or termination. The prevailing party shall be entitled to its reasonable attorney's fees as may be awarded by the arbitrator.

**Section 11 Applicable Laws and Attorney's Fees**

This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon without giving effect to the conflict-of-law provisions thereof. Should any legal action be brought by City or District for a breach of this Agreement or to enforce any provision thereof, the prevailing party shall be entitled to court costs and any other costs, except attorney's fees, as may be fixed by the court. Each party shall pay its own attorney's fees. Venue shall lie in Clackamas County.

**Section 12 Nonwaiver**

Failure by either City or District to require performance by the other party of any of the provisions hereof shall in no way affect such party's rights to enforce the same, nor shall any waiver by either party of the breach hereof be held to be a waiver of the succeeding breach or a waiver of this nonwaiver clause.

**Section 13 Binding Effect**

The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

**Section 14 Merger**

This Agreement embodies the entire agreement and understanding between the parties hereto regarding the subject matter excepting the 1990 Wholesale Sewer Service Agreement between the parties with respect to the purchase of 2,000 EDUs of capacity in the City's system for District customers.

**Section 15 Severability**

In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall remain.

**Section 16 Notices**

Any notice herein required or permitted to be given, shall be given in writing and shall be effective when actually received and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the parties as follows:

| The City's Project Manager is: | The District's Project Manager is: |
|---|---|
| Duane Peterson | Kathy Frasier |
| Bureau of Environmental Services | Water Environment Service |
| 1120 SW Fifth Ave. | 150 Beavercreek Road, 4th Floor |
| Portland, OR 97204 | Oregon City OR 97045 |

**Section 17 Amendment**

Amendments to this Agreement shall be in writing and signed by duly authorized representatives of each party.

**Section 18 Term**

This Agreement shall be in effect from the date of mutual approval until the Lents SEP and NCRA Portland Extension projects are complete and the payment obligations set forth in Section 3 hereof are satisfied.

**Section 19 Counterparts Execution**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. For the convenience of the parties, the execution pages of any executed counterpart may be detached and reattached to any other executed counterpart to form one or more documents that are fully executed. This Agreement shall not be effective until both parties have executed this Agreement or a counterpart of this Agreement..

IN WITNESS WHEREOF, the parties have, pursuant to official action that the respective governing bodies duly authorized in the same, caused their respective officers to execute the Agreement on their behalf.

**CITY OF PORTLAND**

**By:** _____
Dan Saltzman, Commissioner

ATTEST:

**By:** _____
City Recorder

Approved As to Form:

**By:** _____
City Attorney

**BOARD OF COUNTY COMMISSIONERS** of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No. 1

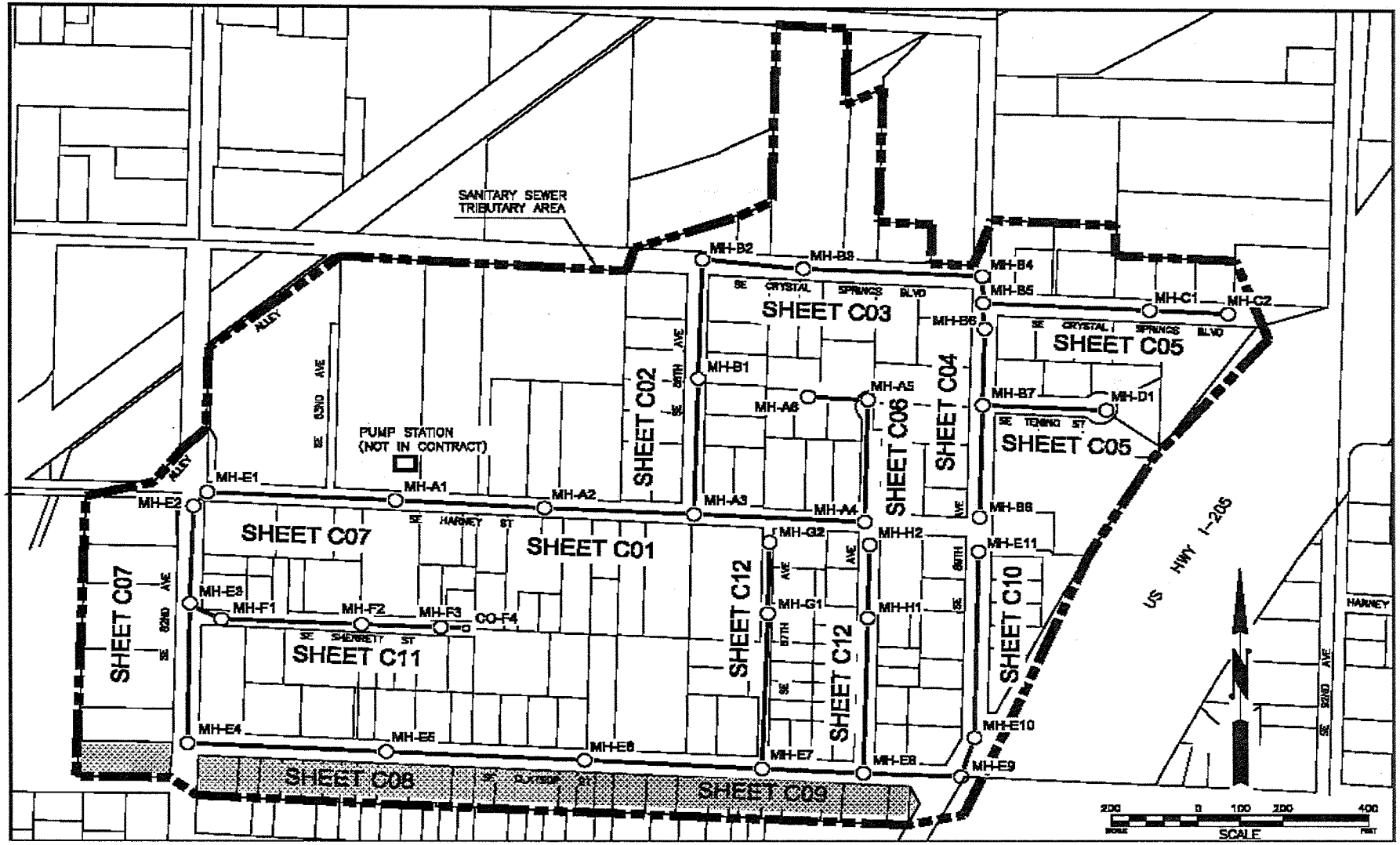
**By:** _____
Chair

**By:** _____
Recording Secretary

**By:** _____
County Counsel

# LENTS SANITARY SEWER EXTENSION PROJECT

**Exhibit A**




**CCSD Properties**

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# EXHIBIT B

## NCRA PORTLAND EXTENSION
## AND HORIZONTAL DIRECTIONALLY DRILLED (HDD) SHARED LINE

INTERGOVERNMENTAL AGREEMENT CCSD/BES



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## Exhibit C

# Lents Sewer Extension Project

**BES Design Manual Sanitary Flow Calculations Using Comprehensive Plan Zoning**

**Summary of Flows and Cost Share**

| Line | Upstream Manhole | Downstream Manhole | Flow PDX (cfs) | Flow CCSD (cfs) | Total Segment Flow (cfs) | CCSD % Share by Segment | Estimated Cost (@ 60% Design, 6/07) | CCSD's Estimated $ Share | CCSD's Est'd % Share |
|---|---|---|---|---|---|---|---|---|---|
| E | E11 | E10 | 0.0083 | 0.0000 | 0.0083 | 0.00% | $ 138,742 | $ - | |
| E | E10 | E9 | 0.0083 | 0.0000 | 0.0083 | 0.00% | $ 36,770 | $ - | |
| E | E9 | E8 | 0.0099 | 0.0044 | 0.0142 | 30.85% | $ 83,020 | $ 25,613 | |
| H | H2 | H1 | 0.0027 | 0.0000 | 0.0027 | 0.00% | $ 26,499 | $ - | |
| H | H1 | E8 | 0.0077 | 0.0000 | 0.0077 | 0.00% | $ 111,012 | $ - | |
| E | E8 | E7 | 0.0184 | 0.0052 | 0.0235 | 21.98% | $ 93,841 | $ 20,628 | |
| G | G2 | G1 | 0.0059 | 0.0000 | 0.0059 | 0.00% | $ 27,896 | $ - | |
| G | G1 | E7 | 0.0115 | 0.0000 | 0.0115 | 0.00% | $ 113,073 | $ - | |
| E | E7 | E6 | 0.0363 | 0.0070 | 0.0432 | 16.08% | $ 165,371 | $ 26,590 | |
| E | E6 | E5 | 0.0406 | 0.0088 | 0.0494 | 17.90% | $ 163,930 | $ 29,338 | |
| E | E5 | E4 | 0.0539 | 0.0108 | 0.0647 | 16.72% | $ 175,135 | $ 29,279 | |
| E | E4 | E3 | 0.0596 | 0.0124 | 0.0721 | 17.25% | $ 103,153 | $ 17,791 | |
| F | F2 | F1 | 0.0123 | 0.0000 | 0.0123 | 0.00% | $ 62,805 | $ - | |
| F | F1 | E3 | 0.0317 | 0.0000 | 0.0317 | 0.00% | $ 118,342 | $ - | |
| E | E3 | E2 | 0.1009 | 0.0124 | 0.1133 | 10.97% | $ 97,736 | $ 10,723 | |
| E | E2 | A1 | 0.1220 | 0.0124 | 0.1344 | 9.25% | $ 158,241 | $ 14,636 | |
| Subtotal Lines E, F, G, H | | | 0.1220 | 0.0124 | 0.1344 | 9.25% | $ 1,675,566 | **$ 174,599** | 10.42% |
| Subtotal Lines A, B, C, D | | | 0.1020 | 0.0000 | 0.1020 | 0.00% | $ 1,190,626 | $ - | |
| Total Costs for Pipe Segment Portion of Project | | | | | | | **$ 2,866,192** | **$ 174,599** | **6.09% Proposed CCSD Share of Pipe Project (excluding Pump Station)** |
| Totals at Pump Station | | | 0.2239 | 0.0124 | 0.2364 | **5.26%** | $ 1,350,000 | **$ 70,993** | **5.26% Proposed CCSD Share of Pump Station (built under separate project)** |
| | | checksum | 0.0000 | 0.0000 | 0.0000 | | | | |
| | | | | | **Total Estimated Costs:** | | **$ 4,216,192** | **$ 245,592** | 5.82% Average Overall Share of Total Project |

Notes:

Line segments F, G, & H directly serve only Portland properties, but contribute to the flow in shared segments of Line E; Lines A - D serve Portland properties only.

Flow Figures calculated based on BES Design Manual for flow per dwelling unit (residential lots) or acre (commercial & industrial lots), with Clackamas zoning codes translated to similar Portland zoning codes.

Estimated Costs: derived from BES Project Engineer (TM4.5, updated for inflation via ENR CCI); includes all design, materials, constr. Mgmt., and contingency, ***but not CIP overheads.***

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D-1: Summary of BES/CCSD Sanitary Sewer Responsibilities

BES Only Sanitary Sewer Responsibilty

| | | |
|---|---|---|
| Unit Price Construction Cost Items | | $95,954.25 |
| Non-Asset Construction Cost Items | Percentage | |
| Bid Item 1 - Mobilization | x 0.0323 = | $5,618.90 |
| Bid Item 2 - Clearing and Grubbing | x 0.0323 = | $1,932.00 |
| Bid Item 26 - Erosion Control | x 0.0323 = | $386.40 |
| Bid Item 41- Traffic Control | x 0.0323 = | $1,288.00 |
| Subtotal with percentages | | $105,179.55 |

| Design Engineering Fees | | Supporting Data |
|---|---|---|
| Geotech | $1,056.00 | = 3.2% of Geotech Fee for Phase II |
| Design | $3,620.00 | = 3.2% of Design Fee for Phase II |
| PM Fees | $500.00 | = Prorated over entire Phase II project |
| Topo Survey | $1,740.00 | = 3.2% of Topographic Services for Phase II |
| Subtotal | $6,916.00 | |

TOTAL DESIGN AND ESTIMATED CONSTRUCTION BES $112,095.55

BES / WES Shared Sanitary Sewer Responsibilties

| | | |
|---|---|---|
| Unit Price Construction Cost Items | | $159,189.50 |
| Non-Asset Construction Cost Items | Percentage | |
| Bid Item 1 - Mobilization | x 0.0532 = | $9,300.85 |
| Bid Item 2 - Clearing and Grubbing | x 0.0532 = | $3,198.00 |
| Bid Item 26 - Erosion Control | x 0.0532 = | $639.60 |
| Bid Item 41- Traffic Control | x 0.0532 = | $2,132.00 |
| Bid Item 44- Differing Site Conditions | n/a | $13,035.91 |
| Subtotal with percentages | | $187,495.86 |
| 50% BES = | $93,747.93 | |
| 50% WES = | $93,747.93 | |

| Design Engineering Fees | | Supporting Data - Engineering Amendment No.4 - Dated 7/29/10 |
|---|---|---|
| Geotech | $20,400.00 | = Subtask 140 |
| Design | $9,768.00 | = Subtask 250 |
| PM Fees | $1,000.00 | = Prorated over entire Phase II project |
| Topo Survey | $6,400.00 | = Subtask 210 |
| Easements + Property Negotiations | $5,250.00 | = Subtask 270 - prorated for three easements |
| Subtotal | $42,818.00 | |
| 50% BES = | 21,409.00 | |
| 50% WES = | 21,409.00 | |

TOTAL DESIGN AND ESTIMATED CONSTRUCTION WES $115,156.93

TOTAL DESIGN AND ESTIMATED CONSTRUCTION BES $115,156.93

| | |
|---|---|
| TOTAL BES SHARE = | $227,252 |
| TOTAL WES SHARE = | $115,157 |

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| | BASIC BID | | | Rotschy Inc. | | |
|---|---|---|---|---|---|---|
| | ITEMS | QUANTITY | | UNIT PRICE | TOTAL AMOUNT | |
| 1 | Mobilization (Max 5%) | 0.000 | LS | $ 174,500.00 | $ - | |
| | Clearing and Grubbing | 0.00 | LS | $ 60,000.00 | $ - | |
| 3 | Rock Excavation - Trench ( S.P.) | 0 | CY | $ 175.00 | $ - | |
| 4 | Foundation Material (S.P.) | 0 | CY | $ 40.00 | $ - | * |
| 5 | 8" PVC Pipe, Class A Backfill | 0 | LF | $ 29.00 | $ - | |
| 6 | 8" PVC Pipe, Class B Backfill, 0-12 feet deep | 0 | LF | $ 53.00 | $ - | |
| 7 | 8" PVC Pipe, Class C Backfill, 0-12 feet deep | 283 | LF | $ 40.00 | $ 11,320.00 | * |
| 8 | 8" PVC Pipe, Class C Backfill, Over 12 feet deep | 402 | LF | $ 90.00 | $ 36,180.00 | * |
| 9 | 8" PVC Pipe, Class D Backfill | 0 | LF | $ 150.00 | $ - | |
| 10 | Horizontal Directional Drilling, Set-up through Restoration - Lat JC5 | 0 | LS | $ 5,000.00 | $ - | |
| 11 | Horizontal Directional Drilling, 8" HDPE Installation -Lat JC5 | 0 | LF | $ 150.00 | $ - | |
| 12 | Horizontal Directional Drilling, Set-up through Restoration | 0 | EA | $ 5,000.00 | $ - | |
| 13 | Horizontal Directional Drilling, 8" HDPE Installation | 0 | LF | $ 130.00 | $ - | |
| 14 | 4" PVC Pipe, Service Lateral Class A or C Backfill | 0 | LF | $ 54.00 | $ - | |
| 15 | 6" PVC Pipe, Service Lateral Class A or C Backfill | 315 | LF | $ 40.00 | $ 12,600.00 | * |
| 16 | PVC Tees | 14 | EA | $ 87.00 | $ 1,218.00 | * |
| 17 | 8791 SE 55th Service Lateral | 0 | LS | $ 20,000.00 | $ - | |
| 18 | Impervious Barrier | 0 | EA | $ 700.00 | $ - | |
| 19 | 48" Standard Manhole 0-12 feet deep | 4 | EA | $ 2,740.00 | $ 10,960.00 | |
| 20 | 48" Standard Manhole All Depths with CDF backfill | 0 | EA | $ 3,800.00 | $ - | |
| 21 | 60" Standard Manhole All Depths with CDF backfill | 0 | EA | $ 5,400.00 | $ - | |
| 22 | Standard Cleanout - 8" | 0 | EA | $ 170.00 | $ - | |
| 23 | Extra Depth Manhole - 48" Dia | 12 | LF | $ 115.00 | $ 1,380.00 | * |
| 24 | Connect to Exist MH | 0 | EA | $ 575.00 | $ - | |
| 25 | Connect to Exist Lents Trunk | 0 | EA | $ 2,275.00 | $ - | |
| 26 | Erosion Control | 0.00 | LS | $ 12,000.00 | $ - | |
| 27 | Restoration of Landscaping | 0 | LS | $ 30,000.00 | $ - | |
| | Temp AC Trench- 2" Thick | 0 | SY | $ 12.00 | $ - | |
| 29 | AC Trench Restoration - (Main Line) 6" Thick | 0 | LF | $ 20.00 | $ - | |
| 30 | AC Trench Restoration - (Main Line) 4" Thick | 60 | LF | $ 13.00 | $ 780.00 | * |
| 31 | AC Trench Restoration - (Main Line) 2" Thick | 0 | LF | $ 8.00 | $ - | |
| 32 | AC Trench Restoration - (Outside Main Line) 2" Thick | 0 | SY | $ 11.00 | $ - | |
| 33 | AC Trench Restoration - (Service Lat.) 4" Thick | 0 | LF | $ 15.00 | $ - | |
| 34 | AC Trench Restoration - (Service Lat.) 2" Thick | 50 | LF | $ 8.00 | $ 400.00 | * |
| 35 | AC Overlay, 2" Thick | 1,215 | SY | $ 8.00 | $ 9,720.00 | * |
| 36 | AC Overlay, 1-1/2" Thick | 1,013 | SY | $ 7.00 | $ 7,091.00 | * |
| 37 | AC Grind- 2" Thick (S. P.) | 0 | SY | $ 5.50 | $ - | |
| 38 | 3/4"- 0" Shoulder Rock | 0 | Ton | $ 6.00 | $ - | |
| 39 | 3/4"- 0" Base Rock | 0 | Ton | $ 6.00 | $ - | |
| 40 | Cement Treated Base, 6" Thick | 1,013 | SY | $ 4.25 | $ 4,305.25 | * |
| 41 | Traffic Control | 0.00 | LS | $ 40,000.00 | $ - | |
| 42 | Waterline Collar Blocks - (S.P.) | 0 | EA | $ 1,500.00 | $ - | |
| 43 | 4-inch thick Concrete sidewalk | 0 | SY | $ 100.00 | $ - | |
| 44 | Differing Site Conditions (S.P.) | 0 | LS | $ 50,000.00 | $ - | |
| | **CONTINGENCY - MISC. QUANTITIES** | 0 | LS | $ 50,000.00 | $ - | |
| | ***SUBTOTAL ESTIMATED CONSTRUCTION COST*** | | | | $ 95,954.25 | |

* UNIT PRICE ITEMS ATTRIBUTED TO LINES THAT ARE USED EXCLUSIVELY BY BES

**Cost of BES Lines**
**BES Portion** **$95,954**
**Total Original Construction Bid** **$3,199,958** **Cost %** **0.0300**

**Length of BES Lines (ft)** **Average**
**BES Portion** **685** **0.0323** **will be applied to non-asset construction cost items**
**Total Length Pipe - Mainline** **19,839** **Pipe %** **0.0345**

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| | BASIC BID | | | | Rotschy Inc. | | |
|---|---|---|---|---|---|---|---|
| | ITEMS | QUANTITY | | | UNIT PRICE | TOTAL AMOUNT | |
| 1 | Mobilization (Max 5%) | 0.032 | LS | | $ 174,500.00 | $ 5,618.90 | ** |
| 2 | Clearing and Grubbing | 0.032 | LS | | $ 60,000.00 | $ 1,932.00 | ** |
| 3 | Rock Excavation - Trench ( S.P.) | 0 | CY | | $ 175.00 | $ - | |
| 4 | Foundation Material (S.P.) | 0 | CY | | $ 40.00 | $ - | |
| 5 | 8" PVC Pipe, Class A Backfill | 0 | LF | | $ 29.00 | $ - | |
| 6 | 8" PVC Pipe, Class B Backfill, 0-12 feet deep | 0 | LF | | $ 53.00 | $ - | |
| 7 | 8" PVC Pipe, Class C Backfill, 0-12 feet deep | 283 | LF | | $ 40.00 | $ 11,320.00 | * |
| 8 | 8" PVC Pipe, Class C Backfill, Over 12 feet deep | 402 | LF | | $ 90.00 | $ 36,180.00 | * |
| 9 | 8" PVC Pipe, Class D Backfill | 0 | LF | | $ 150.00 | $ - | |
| 10 | Horizontal Directional Drilling, Set-up through Restoration - Lat JC5 | 0 | LS | | $ 5,000.00 | $ - | |
| 11 | Horizontal Directional Drilling, 8" HDPE Installation -Lat JC5 | 0 | LF | | $ 150.00 | $ - | |
| 12 | Horizontal Directional Drilling, Set-up through Restoration | 0 | EA | | $ 5,000.00 | $ - | |
| 13 | Horizontal Directional Drilling, 8" HDPE Installation | 0 | LF | | $ 130.00 | $ - | |
| 14 | 4" PVC Pipe, Service Lateral Class A or C Backfill | 0 | LF | | $ 54.00 | $ - | |
| 15 | 6" PVC Pipe, Service Lateral Class A or C Backfill | 315 | LF | | $ 40.00 | $ 12,600.00 | * |
| 16 | PVC Tees | 14 | EA | | $ 87.00 | $ 1,218.00 | * |
| 17 | 8791 SE 55th Service Lateral | 0 | LS | | $ 20,000.00 | $ - | |
| 18 | Impervious Barrier | 0 | EA | | $ 700.00 | $ - | |
| 19 | 48" Standard Manhole 0-12 feet deep | 4 | EA | | $ 2,740.00 | $ 10,960.00 | * |
| 20 | 48" Standard Manhole All Depths with CDF backfill | 0 | EA | | $ 3,800.00 | $ - | |
| 21 | 60" Standard Manhole All Depths with CDF backfill | 0 | EA | | $ 5,400.00 | $ - | |
| 22 | Standard Cleanout - 8" | 0 | EA | | $ 170.00 | $ - | |
| 23 | Extra Depth Manhole - 48" Dia | 12 | LF | | $ 115.00 | $ 1,380.00 | * |
| 24 | Connect to Exist MH | 0 | EA | | $ 575.00 | $ - | |
| 25 | Connect to Exist Lents Trunk | 0 | EA | | $ 2,275.00 | $ - | |
| 26 | Erosion Control | 0.032 | LS | | $ 12,000.00 | $ 386.40 | ** |
| 27 | Restoration of Landscaping | 0 | LS | | $ 30,000.00 | $ - | |
| 28 | Temp AC Trench- 2" Thick | 0 | SY | | $ 12.00 | $ - | |
| 29 | AC Trench Restoration - (Main Line) 6" Thick | 0 | LF | | $ 20.00 | $ - | |
| 30 | AC Trench Restoration - (Main Line) 4" Thick | 60 | LF | | $ 13.00 | $ 780.00 | * |
| 31 | AC Trench Restoration - (Main Line) 2" Thick | 0 | LF | | $ 8.00 | $ - | |
| 32 | AC Trench Restoration - (Outside Main Line) 2" Thick | 0 | SY | | $ 11.00 | $ - | |
| 33 | AC Trench Restoration - (Service Lat.) 4" Thick | 0 | LF | | $ 15.00 | $ - | |
| 34 | AC Trench Restoration - (Service Lat.) 2" Thick | 50 | LF | | $ 8.00 | $ 400.00 | * |
| 35 | AC Overlay, 2" Thick | 1,215 | SY | | $ 8.00 | $ 9,720.00 | * |
| 36 | AC Overlay, 1-1/2" Thick | 1,013 | SY | | $ 7.00 | $ 7,091.00 | * |
| 37 | AC Grind- 2" Thick (S. P.) | 0 | SY | | $ 5.50 | $ - | |
| 38 | 3/4"- 0" Shoulder Rock | 0 | Ton | | $ 6.00 | $ - | |
| 39 | 3/4"- 0" Base Rock | 0 | Ton | | $ 6.00 | $ - | |
| 40 | Cement Treated Base, 6" Thick | 1,013 | SY | | $ 4.25 | $ 4,305.25 | * |
| 41 | Traffic Control | 0.032 | LS | | $ 40,000.00 | $ 1,288.00 | ** |
| 42 | Waterline Collar Blocks - (S.P.) | 0 | EA | | $ 1,500.00 | $ - | |
| 43 | 4-inch thick Concrete sidewalk | 0 | SY | | $ 100.00 | $ - | |
| 44 | Differing Site Conditions (S.P.) | 0 | LS | | $ 50,000.00 | $ - | |
| | | | | | | | |
| | **CONTINGENCY - MISC. QUANTITIES** | 0 | LS | | $ 50,000.00 | $ - | |
| | | | | | | | |
| | ***TOTAL ESTIMATED CONSTRUCTION COST - 100% BES*** | | | | | $ 105,179.55 | |

184816

| | BASIC BID | | | Rotschy Inc. | | |
|---|---|---|---|---|---|---|
| | ITEMS | QUANTITY | | UNIT PRICE | TOTAL AMOUNT | |
| | Mobilization (Max 5%) | 0.000 | LS | $ 174,500.00 | $ - | |
| | Clearing and Grubbing | 0.000 | LS | $ 60,000.00 | $ - | |
| 3 | Rock Excavation - Trench ( S.P.) | 0 | CY | $ 175.00 | $ - | |
| 4 | Foundation Material (S.P.) | 0 | CY | $ 40.00 | $ - | |
| 5 | 8" PVC Pipe, Class A Backfill | 0 | LF | $ 29.00 | $ - | |
| 6 | 8" PVC Pipe, Class B Backfill, 0-12 feet deep | 53 | LF | $ 53.00 | $ 2,809.00 | * |
| 7 | 8" PVC Pipe, Class C Backfill, 0-12 feet deep | 279 | LF | $ 40.00 | $ 11,160.00 | * |
| 8 | 8" PVC Pipe, Class C Backfill, Over 12 feet deep | 10 | LF | $ 90.00 | $ 900.00 | * |
| 9 | 8" PVC Pipe, Class D Backfill | 30 | LF | $ 150.00 | $ 4,500.00 | * |
| 10 | Horizontal Directional Drilling, Set-up through Restoration - Lat JC5 | 1 | LS | $ 5,000.00 | $ 5,000.00 | * |
| 11 | Horizontal Directional Drilling, 8" HDPE Installation -Lat JC5 | 745 | LF | $ 150.00 | $ 111,750.00 | * |
| 12 | Horizontal Directional Drilling, Set-up through Restoration | 0 | EA | $ 5,000.00 | $ - | |
| 13 | Horizontal Directional Drilling, 8" HDPE Installation | 0 | LF | $ 130.00 | $ - | |
| 14 | 4" PVC Pipe, Service Lateral Class A or C Backfill | 0 | LF | $ 54.00 | $ - | |
| 15 | 6" PVC Pipe, Service Lateral Class A or C Backfill | 0 | LF | $ 40.00 | $ - | |
| 16 | PVC Tees | 0 | EA | $ 87.00 | $ - | |
| 17 | 8791 SE 55th Service Lateral | 0 | LS | $ 20,000.00 | $ - | |
| 18 | Impervious Barrier | 0 | EA | $ 700.00 | $ - | |
| 19 | 48" Standard Manhole 0-12 feet deep | 5 | EA | $ 2,740.00 | $ 13,700.00 | * |
| 20 | 48" Standard Manhole All Depths with CDF backfill | 0 | EA | $ 3,800.00 | $ - | |
| 21 | 60" Standard Manhole All Depths with CDF backfill | 0 | EA | $ 5,400.00 | $ - | |
| 22 | Standard Cleanout - 8" | 0 | EA | $ 170.00 | $ - | |
| | Extra Depth Manhole - 48" Dia | 15 | LF | $ 115.00 | $ 1,725.00 | * |
| | Connect to Exist MH | 0 | EA | $ 575.00 | $ - | |
| 25 | Connect to Exist Lents Trunk | 1 | EA | $ 2,275.00 | $ 2,275.00 | * |
| 26 | Erosion Control | 0.000 | LS | $ 12,000.00 | $ - | |
| 27 | Restoration of Landscaping | 0 | LS | $ 30,000.00 | $ - | |
| 28 | Temp AC Trench- 2" Thick | 0 | SY | $ 12.00 | $ - | * |
| 29 | AC Trench Restoration - (Main Line) 6" Thick | 0 | LF | $ 20.00 | $ - | |
| 30 | AC Trench Restoration - (Main Line) 4" Thick | 60 | LF | $ 13.00 | $ 780.00 | * |
| 31 | AC Trench Restoration - (Main Line) 2" Thick | 0 | LF | $ 8.00 | $ - | |
| 32 | AC Trench Restoration - (Outside Main Line) 2" Thick | 0 | SY | $ 11.00 | $ - | |
| 33 | AC Trench Restoration - (Service Lat.) 4" Thick | 0 | LF | $ 15.00 | $ - | |
| 34 | AC Trench Restoration - (Service Lat.) 2" Thick | 0 | LF | $ 8.00 | $ - | |
| 35 | AC Overlay, 2" Thick | 333 | SY | $ 8.00 | $ 2,664.00 | * |
| 36 | AC Overlay, 1-1/2" Thick | 0 | SY | $ 7.00 | $ - | |
| 37 | AC Grind- 2" Thick (S. P.) | 23 | SY | $ 5.50 | $ 126.50 | * |
| 38 | 3/4"- 0" Shoulder Rock | 0 | Ton | $ 6.00 | $ - | |
| 39 | 3/4"- 0" Base Rock | 0 | Ton | $ 6.00 | $ - | |
| 40 | Cement Treated Base, 6" Thick | 0 | SY | $ 4.25 | $ - | |
| 41 | Traffic Control | 0.000 | LS | $ 40,000.00 | $ - | |
| 42 | Waterline Collar Blocks - (S.P.) | 0 | EA | $ 1,500.00 | $ - | |
| 43 | 4-inch thick Concrete sidewalk | 0 | SY | $ 100.00 | $ - | |
| 44 | Differing Site Conditions (S.P.) | 0 | LS | $ 50,000.00 | $ - | |
| | **CONTINGENCY - MISC. QUANTITIES** | 0 | LS | $ 50,000.00 | $ - | |
| | ***SUBTOTAL ESTIMATED CONSTRUCTION COST*** | | | | $ 157,389.50 | |

* UNIT PRICE ITEMS ATTRIBUTED TO LINES THAT ARE SHARED BY BES AND WES

**Cost of Shared Lines**

| | | | |
|---|---|---|---|
| **BES/WES Portion** | **$157,390** | | |
| **Total Construction Cost** | **$3,199,958** | **Cost %** | **0.0492** |

**Length of Shared Lines (ft)**

| | | | | |
|---|---|---|---|---|
| **BES/WES Portion** | **1,137** | | **Average** | |
| **Total Length Pipe - Mainline** | **19,839** | **Pipe %** | **0.0532** | **will be applied to non-asset construction cost items** |
| | | **0.0573** | | |

184816

| | BASIC BID | | | Rotschy Inc. | | |
|---|---|---|---|---|---|---|
| | ITEMS | QUANTITY | | UNIT PRICE | TOTAL AMOUNT | |
| 1 | Mobilization (Max 5%) | 0.053 | LS | $ 174,500.00 | $ 9,300.85 | ** |
| 2 | Clearing and Grubbing | 0.053 | LS | $ 60,000.00 | $ 3,198.00 | ** |
| 3 | Rock Excavation - Trench ( S.P.) | 0 | CY | $ 175.00 | $ - | |
| 4 | Foundation Material (S.P.) | 0 | CY | $ 40.00 | $ - | |
| 5 | 8" PVC Pipe, Class A Backfill | 0 | LF | $ 29.00 | $ - | |
| 6 | 8" PVC Pipe, Class B Backfill, 0-12 feet deep | 53 | LF | $ 53.00 | $ 2,809.00 | * |
| 7 | 8" PVC Pipe, Class C Backfill, 0-12 feet deep | 279 | LF | $ 40.00 | $ 11,160.00 | * |
| 8 | 8" PVC Pipe, Class C Backfill, Over 12 feet deep | 30 | LF | $ 90.00 | $ 2,700.00 | * |
| 9 | 8" PVC Pipe, Class D Backfill | 30 | LF | $ 150.00 | $ 4,500.00 | * |
| 10 | Horizontal Directional Drilling, Set-up through Restoration - Lat JC5 | 1 | LS | $ 5,000.00 | $ 5,000.00 | * |
| 11 | Horizontal Directional Drilling, 8" HDPE Installation -Lat JC5 | 745 | LF | $ 150.00 | $ 111,750.00 | * |
| 12 | Horizontal Directional Drilling, Set-up through Restoration | 0 | EA | $ 5,000.00 | $ - | |
| 13 | Horizontal Directional Drilling, 8" HDPE Installation | 0 | LF | $ 130.00 | $ - | |
| 14 | 4" PVC Pipe, Service Lateral Class A or C Backfill | 0 | LF | $ 54.00 | $ - | |
| 15 | 6" PVC Pipe, Service Lateral Class A or C Backfill | 0 | LF | $ 40.00 | $ - | |
| 16 | PVC Tees | 0 | EA | $ 87.00 | $ - | |
| 17 | 8791 SE 55th Service Lateral | 0 | LS | $ 20,000.00 | $ - | |
| 18 | Impervious Barrier | 0 | EA | $ 700.00 | $ - | |
| 19 | 48" Standard Manhole 0-12 feet deep | 5 | EA | $ 2,740.00 | $ 13,700.00 | * |
| 20 | 48" Standard Manhole All Depths with CDF backfill | 0 | EA | $ 3,800.00 | $ - | |
| 21 | 60" Standard Manhole All Depths with CDF backfill | 0 | EA | $ 5,400.00 | $ - | |
| 22 | Standard Cleanout - 8" | 0 | EA | $ 170.00 | $ - | |
| 23 | Extra Depth Manhole - 48" Dia | 15 | LF | $ 115.00 | $ 1,725.00 | * |
| 24 | Connect to Exist MH | 0 | EA | $ 575.00 | $ - | |
| 25 | Connect to Exist Lents Trunk | 1 | EA | $ 2,275.00 | $ 2,275.00 | * |
| 26 | Erosion Control | 0.053 | LS | $ 12,000.00 | $ 639.60 | ** |
| 27 | Restoration of Landscaping | 0 | LS | $ 30,000.00 | $ - | |
| 28 | Temp AC Trench- 2" Thick | 0 | SY | $ 12.00 | $ - | |
| 29 | AC Trench Restoration - (Main Line) 6" Thick | 0 | LF | $ 20.00 | $ - | |
| 30 | AC Trench Restoration - (Main Line) 4" Thick | 60 | LF | $ 13.00 | $ 780.00 | * |
| 31 | AC Trench Restoration - (Main Line) 2" Thick | 0 | LF | $ 8.00 | $ - | |
| 32 | AC Trench Restoration - (Outside Main Line) 2" Thick | 0 | SY | $ 11.00 | $ - | |
| 33 | AC Trench Restoration - (Service Lat.) 4" Thick | 0 | LF | $ 15.00 | $ - | |
| 34 | AC Trench Restoration - (Service Lat.) 2" Thick | 0 | LF | $ 8.00 | $ - | |
| 35 | AC Overlay, 2" Thick | 333 | SY | $ 8.00 | $ 2,664.00 | * |
| 36 | AC Overlay, 1-1/2" Thick | 0 | SY | $ 7.00 | $ - | |
| 37 | AC Grind- 2" Thick (S. P.) | 23 | SY | $ 5.50 | $ 126.50 | * |
| 38 | 3/4"- 0" Shoulder Rock | 0 | Ton | $ 6.00 | $ - | |
| 39 | 3/4"- 0" Base Rock | 0 | Ton | $ 6.00 | $ - | |
| 40 | Cement Treated Base, 6" Thick | 0 | SY | $ 4.25 | $ - | |
| 41 | Traffic Control | 0.053 | LS | $ 40,000.00 | $ 2,132.00 | ** |
| 42 | Waterline Collar Blocks - (S.P.) | 0 | EA | $ 1,500.00 | $ - | |
| 43 | 4-inch thick Concrete sidewalk | 0 | SY | $ 100.00 | $ - | |
| 44 | Differing Site Conditions (S.P.) | 0.26 | LS | $ 50,000.00 | $ 13,035.91 | *** |
| | | | | | | |
| | **CONTINGENCY - MISC. QUANTITIES** | 0 | LS | $ 50,000.00 | $ - | |
| | | | | | | |
| | ***TOTAL ESTIMATED CONSTRUCTION COST - 50% BES & 50% WES*** | | | | $ 187,495.86 | |