

**COOPERATIVE AGREEMENT
FOR
JOINT FUNDING OF ROADWAY AND WATER SYSTEM IMPROVEMENTS**

This Inter governmental Cooperative Agreement, hereinafter "Agreement," is entered into by and between the following parties: The City of Lake Oswego, a municipal corporation of the State of Oregon, and the City of Tigard, a municipal corporation of the State of Oregon, hereinafter collectively called "Partnership," and the City of Gladstone, a municipal corporation of the State of Oregon, hereinafter called "City."

RECITALS

WHEREAS, the Partnership is planning construction of new underground water transmission pipelines within portions of Portland Avenue, Clackamas Blvd., Bellevue Avenue, Exeter Street, Jensen Road and Meldrum Bar Park Road, and these roads are public roads under the roadway authority of City; and

WHEREAS, construction of the Partnership's water transmission pipelines will damage the City's public roads and the City finds and declares that these impacts must be mitigated through a combination of restoration and enhancement of its public roads in furtherance of a functional and safe, roadway system; and

WHEREAS, City owns, operates and maintains water distribution mains that are located within the construction area of the Partnership's planned water transmission line improvements described above; and

WHEREAS, City's water distribution mains provide water supply for public health, sanitation, fire protection, recreation, and economic development, and the City finds and declares that coordinating improvements to its water distribution system with the Partnerships water system improvements will reduce costs to its citizens relative to making these improvements alone at another time; and

WHEREAS, the Partnership and City recognize that by entering into this Agreement their respective citizens will benefit from cooperative and coordinated planning, funding, and construction of roadway and water system improvements; and

WHEREAS, the Parties enter into this Agreement pursuant to ORS 190.003 to 190.110, which authorize units of local government to enter into such agreements.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. DESCRIPTION OF PROJECTS

Replacement of the Partnership's existing water transmission main and related improvements and extensions to City's distribution mains are more particularly described in Article 1A. Roadway improvements are more particularly described in Article 1B.

A. Water Pipelines

The Partnership owns, operates, and maintains an existing 27-inch diameter steel water transmission main ("existing main") located within the public rights of way of City. The existing main will be abandoned in place and filled with grout (see attached Exhibit A). A new 42-inch diameter steel water transmission main ("new main") will be constructed within the rights of way of City (see attached Exhibit B). Construction of the new main will create opportunities for the Partnership to make certain improvements to City's water distribution mains. The improvements desired by the City are more particularly described as follows:

1. Construct approximately 224 feet of new six (6)-inch diameter ductile iron water main including valves, fittings, and appurtenances along East Clackamas Blvd. to the intersection of Portland Avenue. Abandon approximately 350 feet of existing 1-inch diameter water line in East Clackamas Blvd (see Exhibit C).
2. Construct approximately 206 feet of new six (6)-inch diameter ductile iron water main including valves, fittings, and appurtenances along Portland Avenue from East Clackamas Blvd. to the intersection of Arlington Street (see Exhibit D).
3. Construct approximately ⁴³³⁸762 feet of new six (6)-inch diameter ductile iron water main including valves, fittings, and appurtenances along Meldrum Bar Park Road ~~ending near the intersection with Dahl Road~~ (see Exhibit E).

B. Roadway, Pathway and Parking Area Reconstruction and Restoration

Portland Avenue, Clackamas Blvd., Bellevue Avenue, Exeter Street, Jensen Avenue, and Meldrum Bark Park Road will be impacted by construction of the Partnership's new main. City is requiring the Partnership to restore and reconstruct these roads as follows:

1. Clackamas Blvd.—Between approximately 201 West Clackamas Blvd. and the intersection of Clackamas Blvd. and Portland Avenue, the Partnership will restore the roadway in the following manner:
 - a. Mill and overlay the street for its full width with three (3)-inches of new asphaltic cement ("AC") pavement, and
 - b. Match existing slope and grade.
2. Bellevue Avenue—Between Clackamas Blvd. and Exeter Street, the Partnership will reconstruct the street and make other improvements as follows:

- a. Construct a new pavement section for the full width of the existing street consisting of Geotextile fabric, under nine (9) inches of aggregate base, under four (4) inches of new asphaltic concrete pavement;
 - b. Install new curbs, and curb cuts for driveways on both sides of Bellevue Avenue to match with and connect to existing curbs where they exist;
 - c. Modify the slopes and grades of the existing street to promote drainage to existing storm drainage systems, and
 - d. Construct new storm drainage facilities where needed to collect and convey storm water off the street, all in accordance with Clackamas County Standards relating to design and construction of local streets.
3. Exeter Street–The Partnership will improve the roadway of this street as follows:
- a. Between Bellevue Avenue and the intersection with Beatrice Avenue, the Partnership will construct a half-street improvement consisting of resurfacing an eighteen (18) foot-wide section of pavement from the centerline of the street south to the existing curb line with four (4) inches of new asphaltic concrete pavement over new aggregate leveling course as needed;
 - b. Between Beatrice Avenue and approximately 470 Exeter Street, the Partnership will construct a half-street improvement consisting of resurfacing an eighteen (18) foot-wide section of pavement from the centerline of the street north to the existing curb line with four (4) inches of new asphaltic concrete pavement over new aggregate leveling course as needed;
 - c. At changes in alignment of the pipeline that occurs at Beatrice Avenue and at the dead end of Exeter Street, a full width resurfacing with four (4) inches of new asphaltic concrete pavement over new aggregate leveling course as needed will occur at these locations, and
 - d. The restored street sections will:
 - i. Match existing slope and grade; and
 - ii. Replace pavement markings as necessary.
4. Jensen Road–Between its northeasterly terminus with SE River Road and extending approximately one thousand (1,000) feet southwest, the Partnership will reconstruct Jensen Road with three (3)-inches of asphaltic concrete over eight (8)-inches of aggregate base for its full nine (9)-foot width. The completed overlay will:
- a. Match existing slope and grade; and
 - b. Match the existing average width of edge to edge of pavement.
5. Jensen Road to Meldrum Bar Park Road–Between these two roads, the Partnership will replace existing pedestrian pathways and parking areas disturbed by construction of the new main. Restoration will include parking stall re-striping as necessary. The contract documents for construction will require the contractor to restore temporary

construction easement areas impacted by construction to a condition equal to or better than pre-construction conditions.

6. Meldrum Bar Park Road—Where construction of the Partnership’s new main and construction of the City’s new water main (see Article 1A.3, above) occurs within the paved portion of this road, the Partnership will mill and overlay the Meldrum Bar Park Road with four (4)-inches of AC over nine (9)-inches of aggregate rock base. Where construction of the City’s new water main (see Article 1A.3, above) occurs within the paved portion of this road, the Partnership will restore the trench section with four (4) inches of new asphaltic concrete pavement over nine (9) inches of new aggregate base. The completed overlay and trench restoration will:
 - a. Match existing slope and grade; and
 - b. Match the existing average width of edge to edge of pavement (overlay portion only).
7. Roadway Restoration (Collateral Damage) – Where construction of the Partnership’s new main or construction of the City’s new water main results in damage to roadways beyond the limits described in Articles 1B.3 and 1B.6., above, the Partnership will restore the damaged areas in the same manner as required for those roadways and to the satisfaction of the Public Works Director.

ARTICLE 2. OBLIGATIONS OF PARTNERSHIP

The Partnership agrees to the following:

1. To provide and pay for all engineering design services relating to the Projects described in Articles 1A and 1B, above and to cause its design engineer to design the Projects in accordance with the generally accepted design standards for public water systems and public roads and those currently in effect by the City.
2. To exercise the same standard of care in engineering design it provides on the Projects constructed for City’s benefit, as it provides to itself for water transmission lines and improvements constructed for its benefit.
3. To cause construction, through its construction contractors, of the Projects described in Articles 1A and 1B in accordance with the City’s adopted Public Works Standards.
4. To furnish and pay for all preliminary design drawings and specifications to City at the 90% and 100% design development stage of the Projects in Articles 1A and 1B for review and approval by City. City shall have 10 days to complete its review at each stage and provide comment on the design drawings and specifications. The Partnership will incorporate City’s comments if consistent with relevant design standards generally accepted in the location of the work, and City standards, into the final construction contract documents for the Projects. The Partnership shall provide a copy of the final design drawings and specifications to the City following acceptance by the City.
5. To furnish and pay for a copy of the “as built” plans at the time ownership of any of the Projects transfers to the City under Article 6.

6. To solicit competitive bids at its sole cost and expense in accordance with the public contracting rules of the City of Lake Oswego. The City of Lake Oswego, on behalf of the Partnership, shall award the contract to the Contractor submitting the lowest, responsive, responsible bid in accordance with state public contracting laws. The bid shall require the Contractor to segregate, in its bid, the component bid amounts for the construction costs of the Projects listed in Article 1A.
7. To provide not less than 72-hours notice to City of the need to interrupt normal water supply service of City's water system in order to construct the Projects. Partnership agrees to minimize the frequency and duration of interruptions to normal water service through advance planning and coordination with the City Public Works Director.
8. To provide access to the Projects by authorized operating or inspection personnel of the City for purposes of observing the contractor's work prior to acceptance by City.
9. To provide at its sole cost and expense to City, copies of all reports of tests and inspections required by the construction contract documents and related to construction of the Projects.
10. To furnish and install at locations and in quantities deemed appropriate by City, informational signage at its sole cost and expense, identifying the Projects and that it is a public works project constructed and funded in part by the Partnership in cooperation with City.
11. To the extent any lawsuit, claim or other action filed by a third party relates to any aspect of the Projects or related activities described in this Agreement, the Partnership will timely notify the City and seek to resolve the claim in the most efficient and economical manner possible, consistent with the rights of the parties. The Partnership agrees to indemnify and hold the City, its elected officials, officers, employees and agents harmless from all claims, demands, damages, expenses, loss, property damage or injuries arising out of the Projects or related activities described in this Agreement, except for any claims that arise out of the City's own intentional or negligent acts.
12. All construction contracts entered into pursuant to the Projects listed in Article 1 above, or construction work performed by Partnership shall require the contractor and Partnership to obtain, and to maintain in full force and effect for the term of the contract, a Workers Compensation insurance policy meeting statutory coverage requirements, together with comprehensive or general liability insurance policies in the amount of at least \$2 million per occurrence and \$2 million in the aggregate, and shall require certificates and additional insured endorsements designating the City of Gladstone as an additional named insured.
13. Coordinate with the Contractor in the event a need arises under the terms of the construction contract for a change order. The change order shall require the Contractor to segregate the construction costs of the change order for each of the Projects. Segregation of the change order amount(s) for each Project shall be the basis of determining the allocable share of the costs Parties for the change order pursuant to Article 5.

14. To conduct at its sole cost and expense a preconstruction assessment (video documentation) of Exeter Street and Meldrum Bar Park Road to ensure areas impacted by construction of the Partnerships new main or City's new main are restored to equal or better condition. A copy of this video will be provided to the Public Works Director.

ARTICLE 3. OBLIGATIONS OF CITY

The City agrees to the following:

1. To provide all necessary easements, sufficient for the Partnership to construct the Projects.
2. To appropriate, through its statutory budget process, sufficient funds to pay for the construction costs associated with the Projects in Article 1A that may be incurred in the fiscal year in which the Projects are constructed.
3. To timely provide review and comment on the solicitation documents, including the design drawings and construction specifications, and conduct a final review for acceptance of such drawings and specifications prior to bid solicitation for the Projects.
4. To provide advance written notice, in whatever form City determines appropriate, to its water customers whose normal water supply service will be interrupted during the course of the work and until the Projects described in Article 1A are completed and accepted by City.
5. To be the primary point of contact for and to respond to complaints or questions from City's residents' water customers that may arise in relation to the Projects described in Article 1A and 1B.
6. To provide experienced operating personnel in sufficient number to operate any and all portions of City's system to facilitate the timely and efficient construction, testing, and commissioning of the Projects.
7. To observe, at a frequency the Public Works Director deems appropriate and that is reasonable for the types of Projects, the quality of the Contractor's work as it relates to the Projects and report to the Partnership's inspection personnel any apparent defective work. Failure of the Public Works Director, or his designee to timely raise, following observation, any objections to the work, as to the Projects, shall, solely as to the Partnership, constitute a release by City to the Partnership for any claims, causes of action, or damages arising out of or relating to the Partnership's inspection of that Project, and the City shall hold the Partnership harmless from any claims arising therefrom.
8. To provide personnel and equipment necessary to take samples of water from the mains constructed as part of the Project for bacteriological testing purposes after disinfection is complete, and prior to connection of the new pipelines to the City's public water system.
- 9.

ARTICLE 4. MUTUAL AGREEMENTS OF THE PARTIES

The Parties to this Agreement covenant and mutually agree as follows:

1. That all design drawings, specifications, details and related work products and works in progress of the Partnership produced or in production for the Projects are under the exclusive control and ownership of the Partnership.
2. Prior to the onset of construction of any of the Projects listed in Article 1A or 1B, if the Partnership does not receive all necessary permits and approvals for its new main, the Partnership may terminate this Agreement. Upon termination of this Agreement the Partnership and the City hereby release each other from any further obligation to the other Party under this Agreement.
3. To the extent a Contractor claim related to the Projects is deemed by the Partnership to have merit, additional costs associated with the claim will be apportioned to the Parties in a fair and equitable manner considering all relevant facts and conditions giving rise to the claim.
4. In the event the City does not appropriate funds sufficient to remunerate the Partnership for its allocable share of Project costs during any fiscal year in which any Project element is planned for construction, the Partnership may terminate this Agreement or remove the unfunded portion of the Project. If this Agreement is terminated or a Project is removed, the Partnership and the City agree to hereby release each other from any further obligation to the other Party under this Agreement provided that the Partnership incurs no costs associated with deletion of any Project work from the construction contract, in which case the provisions of Article 4.6 will automatically apply.
5. The Parties shall work together in good faith during construction of the Projects to minimize the potential for Contractor claims that may arise from differing site conditions, action of the Parties, or any other reason.
6. In the event this Agreement is terminated, each party shall be responsible for those additional costs attributable to the portion of the Projects for which that party is financially responsible. In the event this Agreement is terminated due to default by the City under the terms of this Agreement, and the Partnership incurs additional costs, or is due remuneration of its expenses relating to the Projects incurred up to the termination date, the City agrees to pay the Partnership for all such extra or unreimbursed expenses if the City is provided with documentation of such costs and expenses.
7. It is understood by the Parties that in order to minimize the inconvenience to water customers, certain portions of the Projects may be completed outside normal working days and hours. When that is determined necessary by the Partnership and approved by the City, each Party agrees to provide sufficient, experienced operations staff outside normal working hours as necessary to meet the schedule established by the Partnership, to ensure timely completion of the Projects.

ARTICLE 5. ALLOCATION OF PROJECT COSTS

Project costs for Projects described in Articles 1A and 1B, above will be allocated to the Parties in the following manner:

A. Project No. 1A.1; 1A.2, and 1A.3 - Water main replacements and extensions.

- 1) City obligation. The City will pay all costs relating to the construction of approximately 1,200 feet of 6-inch diameter ductile iron water main as set forth in Article 1.A., including valves, hydrants, services, appurtenances, connections and modifications to the City's public water system. City will pay all costs relating to pavement restoration for the Projects listed in Article 1A.2 and 1A.3, above., but excluding pavement restoration costs for collateral damage noted in Article 1B.7, above. At the completion of the work and acceptance by City, the City of Lake Oswego shall invoice City for construction costs associated with the Projects. The City shall make payment to the City of Lake Oswego within 30 days of the date of the invoice. In the event the City contests certain charges, the City shall make payment for the uncontested amount. Payments shall be made to City of Lake Oswego at PO Box 369, Lake Oswego, Oregon 97034.
- 2) Partnership Obligation. The Partnership will pay all costs relating to design, bid phase services, and construction inspection and testing through completion of the construction contract.

B. Project No. 1B.1 through 1B.6 – Roadway reconstruction and restoration.

- 1) Partnership obligation. The Partnership will pay all costs relating to the Projects listed in Article 1B and all costs relating to the pavement restoration costs associated with Project 1A.1 above.

Contested Charges

- 1) With respect to any contested charges, the City and the Partnership shall meet within 45 days of the date of the invoice to discuss the charges. The City and Partnership agree to make staff available to meet as necessary to negotiate the contested charges, including but not limited to administration, engineering and legal staff. In the event the parties are not able to resolve the disputed amounts, the parties retain all legal claims and remedies. Any such claims shall be resolved using Alternative Dispute Resolution methods that may include, but are not limited to, mediation, non-binding arbitration, and/or binding arbitration. In such instance where the dispute cannot be resolved through these methods, the Parties retain their rights to bring suit in Clackamas County Circuit Court and are subject to Oregon law.

ARTICLE 6. OWNERSHIP OF CONSTRUCTED WORK

Upon completion of Projects 1A.1 through 1A.3 and acceptance of the Projects by City, ownership of the new distribution systems and all appurtenances will pass to the City and all such piping, valving, fire hydrants, and appurtenances shall be operated and maintained exclusively by and for the benefit of City.

Upon completion of the respective Projects 1B.1 through 1B.6, and acceptance of the Projects by City, the road improvements shall become the property of the City, to maintain as the City deems appropriate.

ARTICLE 7. CONTRACTOR'S WARRANTY

Upon acceptance of the Projects by the City, City shall take possession of the Projects. Upon taking possession of a Project, Contractor's warranty of title and general warranty and guarantee against defective work shall pass to the City as to that Project which is a part of the construction contract. City shall have all of the Partnership's rights under the construction contract related to enforcement of the contract requirements insofar as they are applicable to that Project. Any Contract for the Construction of the Partnership's new main in the City of Gladstone will require that the City be named as a co-obligee on the Contractor's performance bond.

ARTICLE 8. BINDING OBLIGATION

The parties respectively warrant to the other that this Agreement has been duly approved and executed by an authorized official of the party, and that by the execution hereof by the official and the party's attorney, this Agreement is a binding and enforceable obligation upon the party under applicable laws, including the party's charter and ordinances.

IN WITNESS WHEREOF, the Parties have executed this Cooperative Agreement as set forth opposite their names below.

CITY OF LAKE OSWEGO

CITY OF TIGARD

By: Scott Lazenby

By: _____

Date: 3/5/14

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

David D. Powell, City Attorney

Tim Ramls, Legal Counsel

CITY OF GLADSTONE

By: 

Date: 2.18.14

APPROVED AS TO FORM



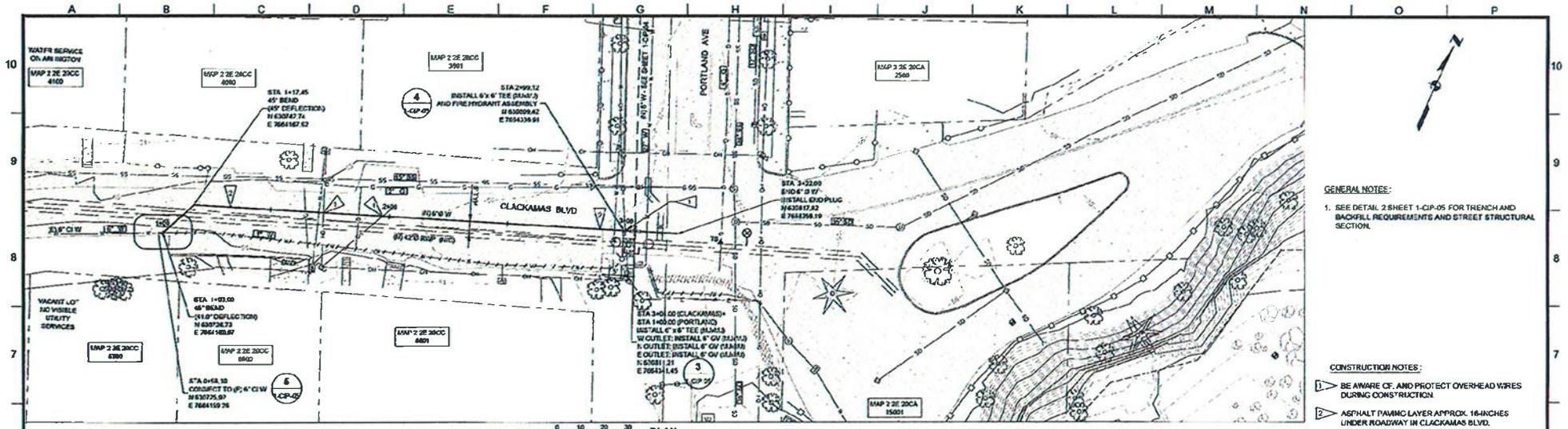
Heather Martin, Legal Counsel

Exhibits:

- A – Existing 27-inch raw water line to be abandoned
- B – Proposed new 42-inch raw water line to be constructed within Gladstone
- C – Proposed new 6-inch main in Clackamas Blvd.
- D – Proposed new 6-inch main in Portland Avenue.
- E – Proposed new 6-inch main in Meldrum Bar Park Road.







GENERAL NOTES:

- SEE DETAIL 2 SHEET 1-CIP-05 FOR TRENCH AND BACKFILL REQUIREMENTS AND STREET STRUCTURAL SECTION.

CONSTRUCTION NOTES:

- BE AWARE OF AND PROTECT OVERHEAD WIRES DURING CONSTRUCTION.
- ASPHALT PAVEMENT LAYER APPROX. 16 INCHES UNDER ROADWAY IN CLACKAMAS BLVD.

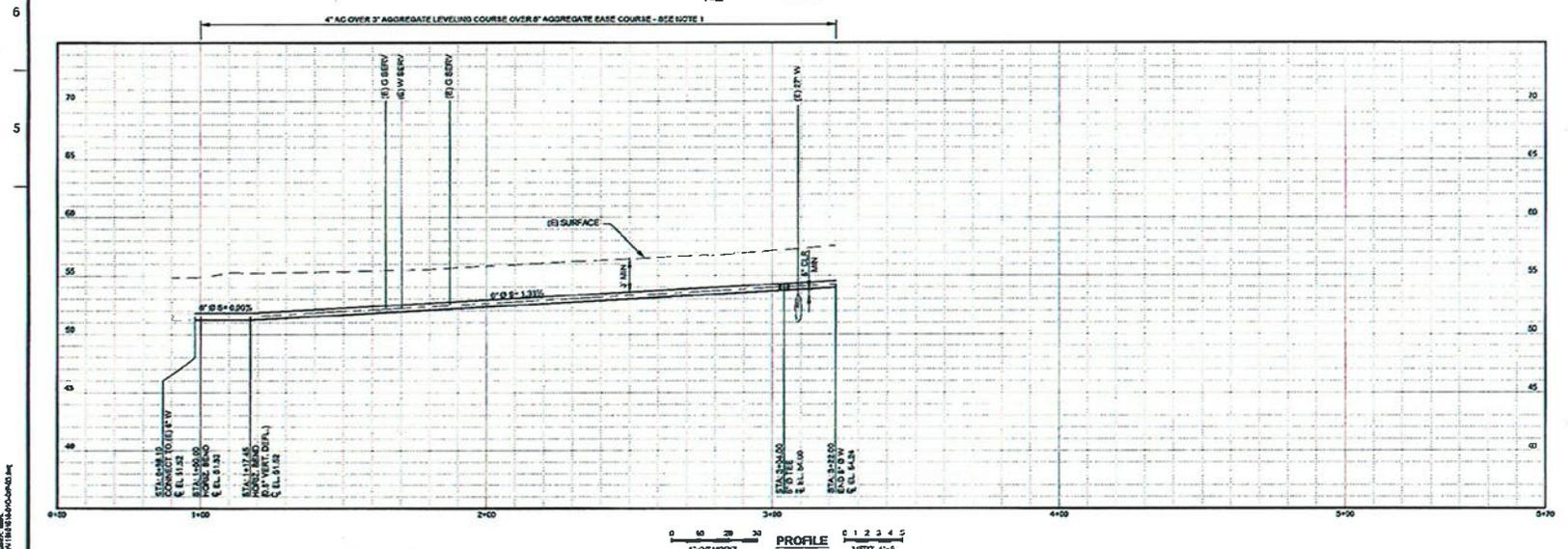


EXHIBIT
C

Kennedy/Jenks Consultants
200 SW MARKET, SUITE 300, PORTLAND OREGON 97201

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DESIGNED	CHKD	REV.	DESCRIPTION	BY	APP.

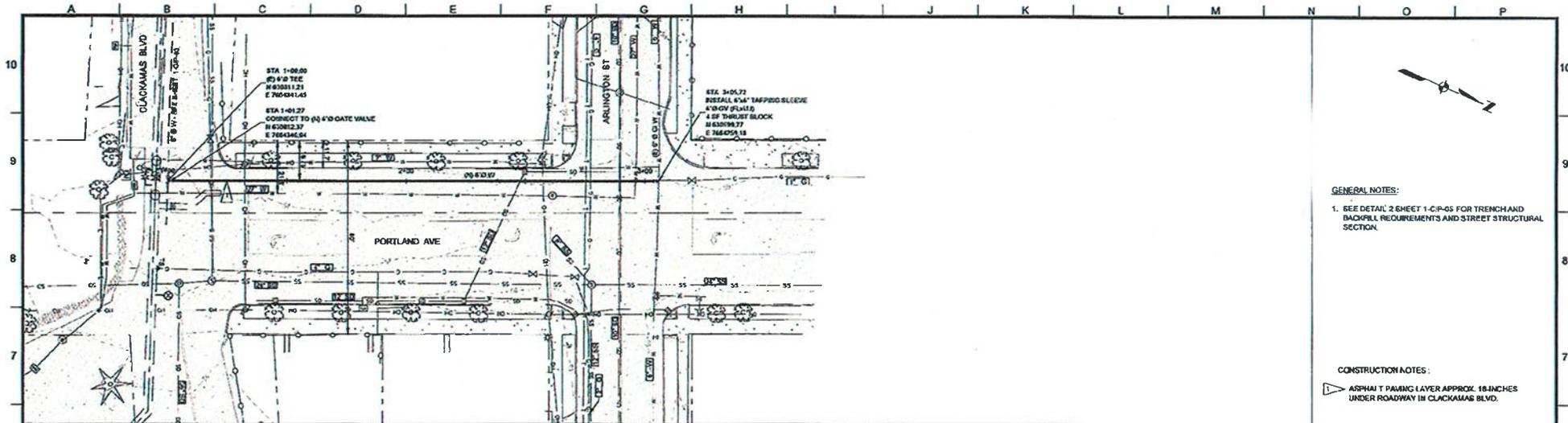


DRAWINGS

Lake Oswego - Tigard Water Partnership
Sharing water - connecting communities

CITY OF GLADSTONE
CLACKAMAS BOULEVARD AND PORTLAND AVENUE WATER SYSTEM IMPROVEMENTS
CLACKAMAS BOULEVARD WATER MAIN PLAN AND PROFILE

FIGURE 119150000-01-CIP-03
REVISIONS PROJECT NUMBER 119150000
SCALE AS SHOWN
DRAWING NUMBER 1-CIP-03
3 of 5

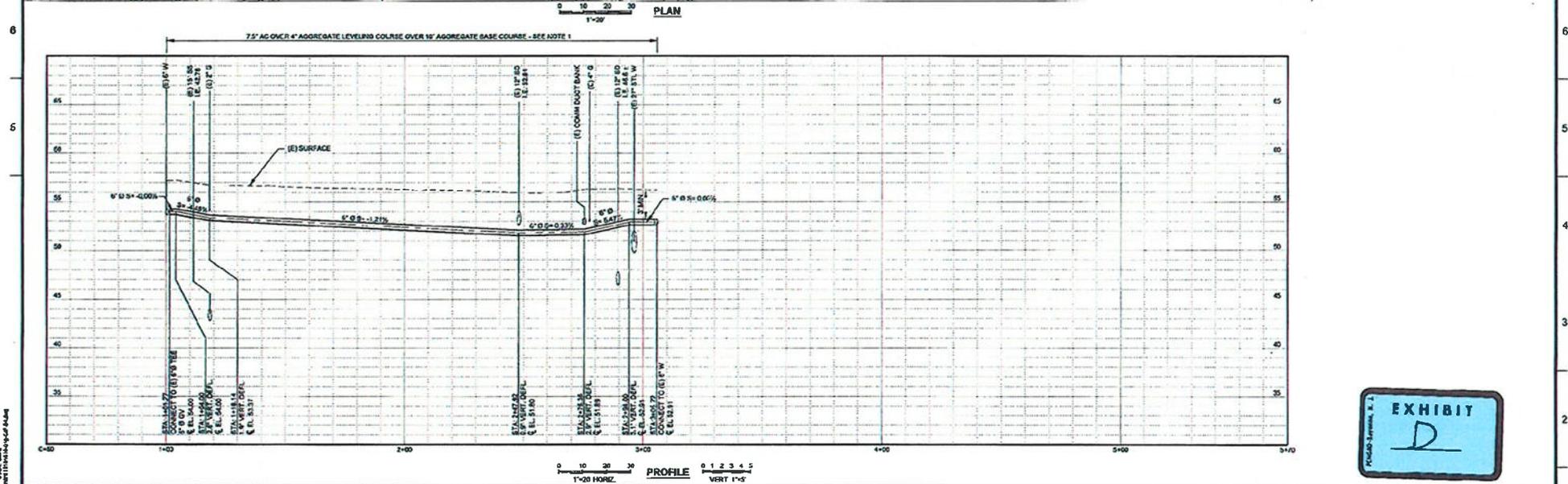


GENERAL NOTES:

- SEE DETAIL 2 SHEET 1-CIP-05 FOR TRENCH AND BACKFILL REQUIREMENTS AND STREET STRUCTURAL SECTION.

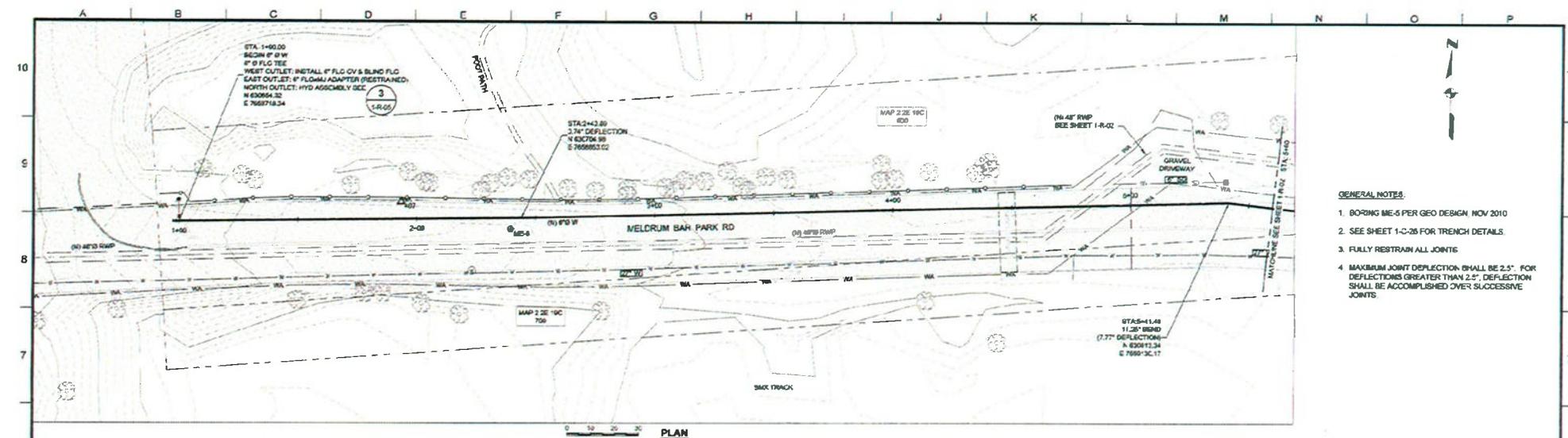
CONSTRUCTION NOTES:

- ASPHALT PAVING LAYER APPROX. 18 INCHES UNDER ROADWAY IN CLACKAMAS BLVD.

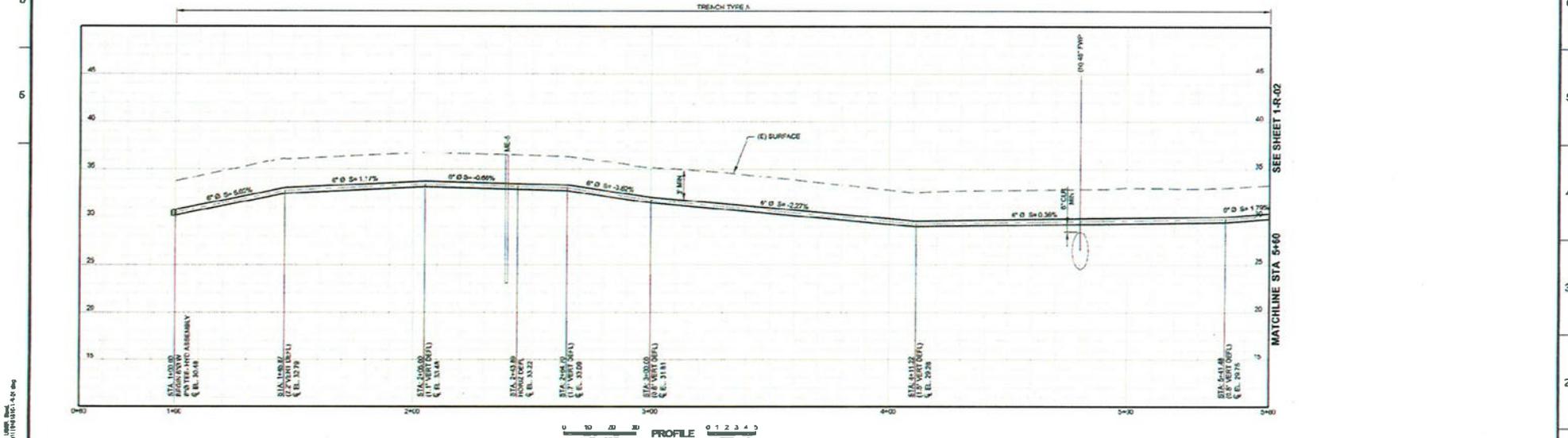


<p>Kennedy/Jenks Consultants 280 SW MARKET, SUITE 500 PORTLAND OREGON 97201</p>	<p>LINE IS 2 INCHES AT FULL SIZE (IF NOT 2-INCH ACCURACY)</p> <p>DESIGNED: EJM DRAWN: SEL CHECKED: BMM CHECKED: BMM APPROVED: ATE</p>	<p>REVISIONS</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>REV.</th> <th>DESCRIPTION</th> <th>BY</th> <th>APP.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV.	DESCRIPTION	BY	APP.														<p>DRAWINGS</p>	<p>CITY OF GLADSTONE CLACKAMAS BOULEVARD AND PORTLAND AVENUE WATER SYSTEM IMPROVEMENTS PORTLAND AVENUE WATER MAIN PLAN AND PROFILE</p>	<p>PROJECT: 112101610-010-CIP-04 KENNESAW PROJECT NUMBER: 112101610 SCALE: AS SHOWN DRAWING NUMBER: 1-CIP-04 4 of 5</p>
	REV.	DESCRIPTION	BY	APP.																		
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ALL DATE: 12/15/13
 DRAWN: SEL
 CHECKED: BMM
 APPROVED: ATE



- GENERAL NOTES:**
1. BORING ME-5 PER GEO DESIGN, NOV 2010
 2. SEE SHEET 1-C-25 FOR TRENCH DETAILS.
 3. FULLY RESTRAIN ALL JOINTS
 4. MAXIMUM JOINT DEFLECTION SHALL BE 2.5". FOR DEFLECTIONS GREATER THAN 2.5", DEFLECTION SHALL BE ACCOMPLISHED OVER SUCCESSIVE JOINTS.



Kennedy/Jenks Consultants
 200 SW MARKET, SUITE 500, PORTLAND OREGON 97201

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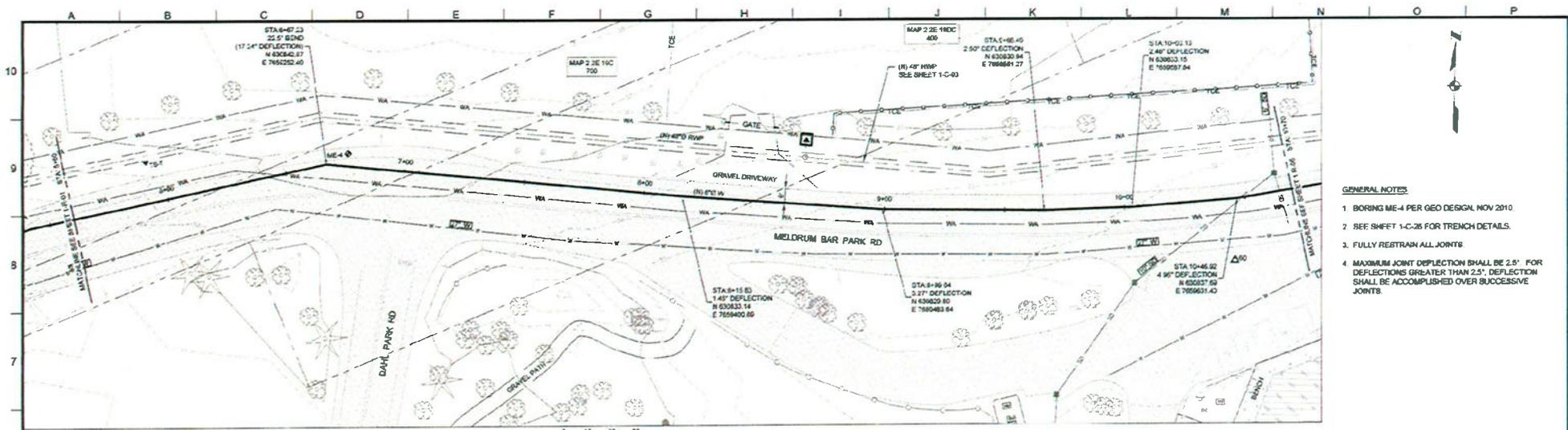


Drawings
 Lake Oswego - Tigard Water Partnership
 Making water connecting communities.

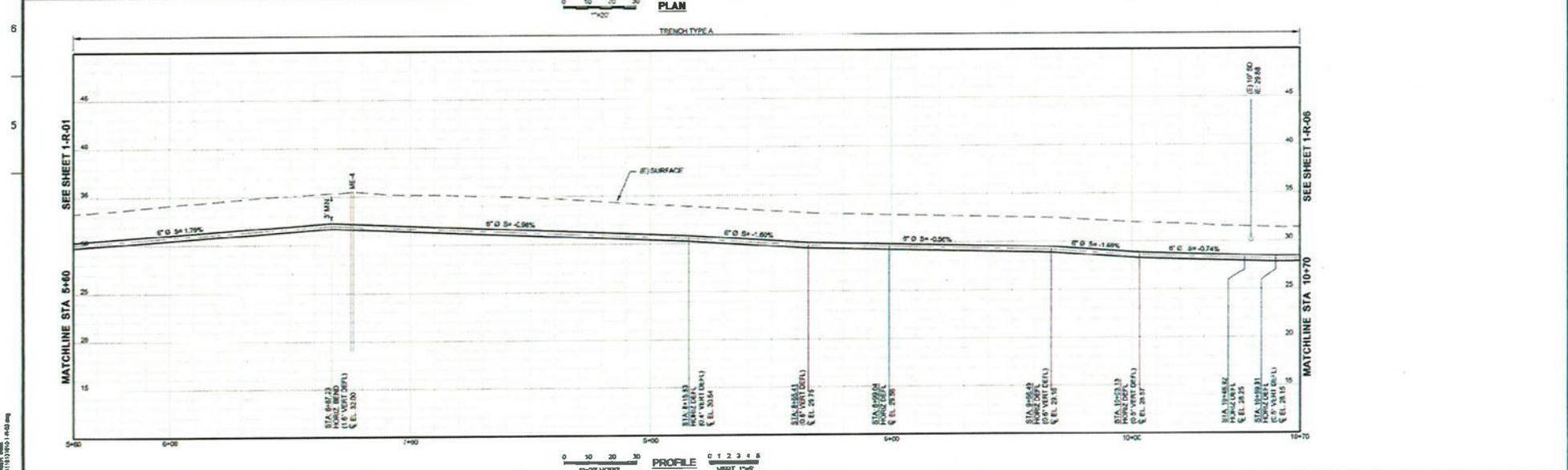
SCHEDULE 1
 UTILITY RELOCATION
6-INCH DISTRIBUTION MAIN PLAN AND PROFILE STA 5+60 TO 10+70 MELDRUM BAR PARK RD

PLN/PRJ
 1111051612-1-R-01
 KENNEDY/JENKS PROJECT NUMBER
 1111051612
 SCALE
 AS SHOWN
 DRAWING NUMBER
1-R-01
 35 OF 50

EXHIBIT
E(1)



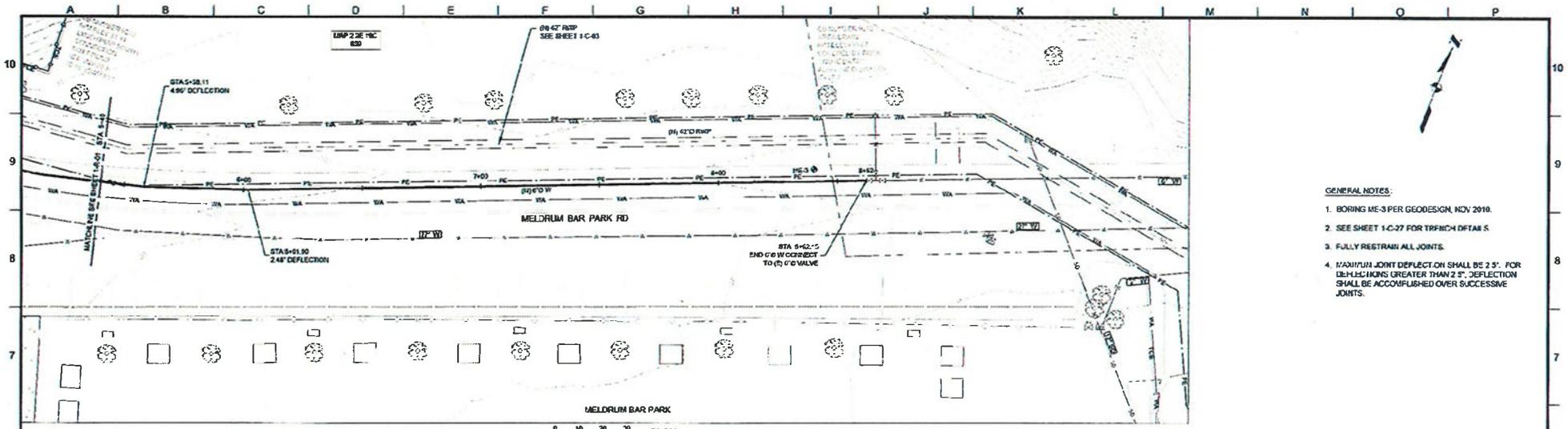
- GENERAL NOTES**
- 1 BORING ME-4 PER GEO DESIGN, NOV 2010
 - 2 SEE SHEET 1-C-26 FOR TRENCH DETAILS.
 - 3 FULLY RESTRAIN ALL JOINTS
 - 4 MAXIMUM JOINT DEFLECTION SHALL BE 2.5" FOR DEFLECTIONS GREATER THAN 2.5". DEFLECTION SHALL BE ACCOMPLISHED OVER SUCCESSIVE JOINTS.



Kennedy/Jenks Consultants 200 3RD MARKET, SUITE 202, PORTLAND OREGON 97201	LINE IS 2 INCHES AT FULL SIZE IF NOT 2" SCALE ACCORDING	<table border="1"> <thead> <tr> <th>REV</th> <th>DESCRIPTION</th> <th>BY</th> <th>APP.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV	DESCRIPTION	BY	APP.						DRAWINGS 	SCHEDULE 1 UTILITY RELOCATION 6-INCH DISTRIBUTION MAIN PLAN AND PROFILE STA 5+60 TO 10+70 MELDRUM BAR PARK RD	PLUMBING 110101610-1-R-02 APPROVED PROJECT NUMBER 1791545.15 SCALE AS SHOWN DRAWING SHEET NUMBER 1-R-02 36 OF 30
	REV	DESCRIPTION	BY	APP.										
DESIGNED: <u>ELM</u> DRAWN: <u>SEL</u> CHECKED: <u>TRB</u> APPROVED: <u>AME</u>	AGENDUM NO. 5 DATE: 2/20/14 AME													

EXHIBIT
 E(2)

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 FILED: P:\DWG\11-R-11-000_11000_11000.dwg



- GENERAL NOTES:**
1. BORING ME-3 PER GEODESIGN, NOV 2010.
 2. SEE SHEET 1-C-27 FOR TRFNCH DETAIL S.
 3. FULLY RESTRAIN ALL JOINTS.
 4. MAXIMUM JOINT DEFLECTION SHALL BE 2". FOR DEFLECTIONS GREATER THAN 2", DEFLECTION SHALL BE ACCOMPLISHED OVER SUCCESSIVE JOINTS.

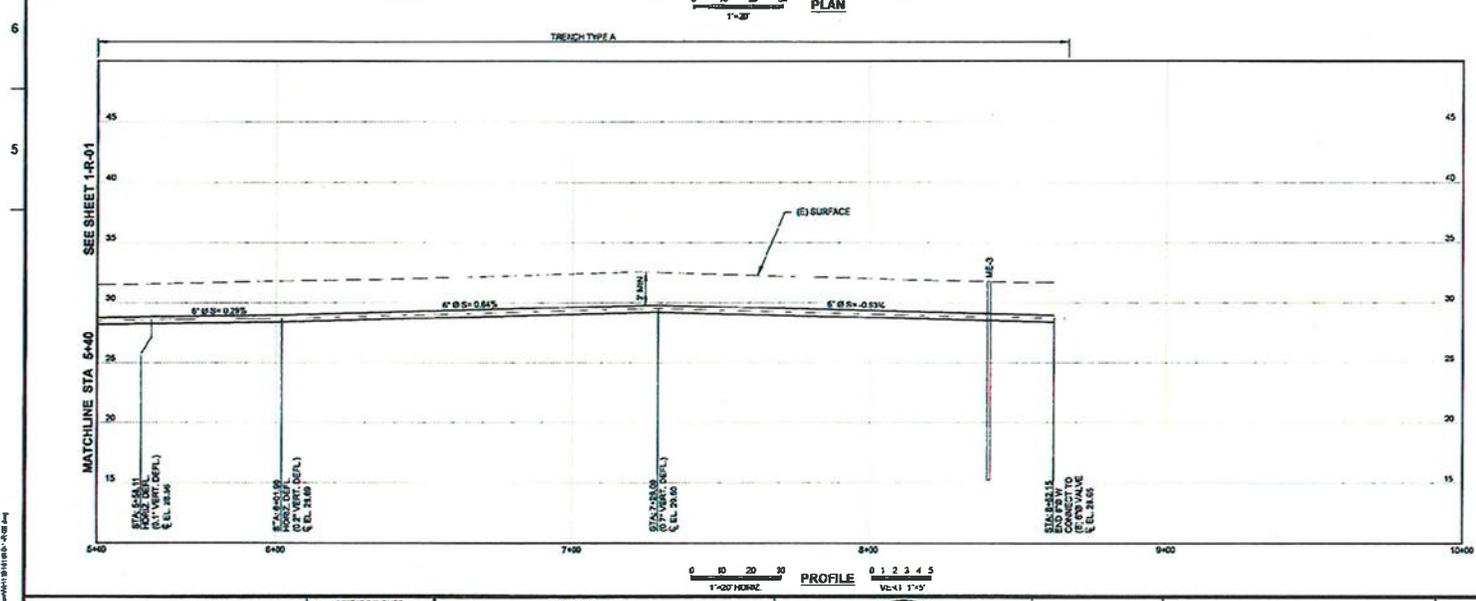


EXHIBIT
E(3)

PRELIMINARY N.F.C.

NOT SCALE. SEE SHEET 1-C-27 FOR TRFNCH DETAIL S.
 ALL DIMENSIONS UNLESS OTHERWISE NOTED.

Kennedy/Jenke Consultants
 230 SW MARKET, SUITE 500, PORTLAND OREGON 97201

LINK IS 2 INCHES		REVISIONS			
DESIGNED	APP	REV	DESCRIPTION	BY	APP
EDM					
SS					
SM					
SM					
JMC					



100%
SUBMITTAL



SCHEDULE 1
 UTILITY RELOCATION
 6-INCH DISTRIBUTION MAIN PLAN AND
 PROFILE STA 5+40.00 TO 8+62.15
 MELDRUM BAR PARK RD

FILE NUMBER	11515010-1-R-02
KENNEDY/JENKE PROJECT NUMBER	11991615-10
SCALE	AS SHOWN
DRAWING NUMBER	1-R-02
SHEET NUMBER	37 OF 43