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Clackamas County
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DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 1, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

**Approval of an Intergovernmental Agreement Between Clackamas County
Department of Transportation and Development and Sunrise Water Authority for
the 172nd Ave Improvements Project. Total Agreement Value is \$1,257,100 through
December 31, 2030. Funding is through Sunrise Water Authority.
No County General Funds are involved.**

Previous Board Action/Review:

Approval of an Intergovernmental Agreement between Water Environment Services and
Clackamas County. 4/23/26

Approval of a Resolution Declaring the Public Necessity and Purpose. 9/11/25

Approval of Amendment 1 of the Intergovernmental Agreement between the City of Happy
Valley and Clackamas County. 4/25/24

Approval of a Contract with Harper Houf Peterson Righellis Inc. 3/02/23

Approval of an Intergovernmental Agreement between the City of Happy Valley and Clackamas
County. 3/24/22

Performance Clackamas: The project will build a Strong Infrastructure

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Jonathan Hangartner

Contact Phone: 503-742-4649

EXECUTIVE SUMMARY: The Clackamas County Department of Transportation and
Development (DTD) is nearing completion of the design for the 172nd Avenue Improvement
Project. As part of the design process, the project consultant coordinated with affected utility
providers to minimize conflicts with existing facilities. However, given the scale of the project,
some conflicts are unavoidable and require utility relocations.

Sunrise Water Authority (SWA) owns and operates existing infrastructure within SE 172nd
Avenue and SE Troge Road that it intends to replace. To avoid future disturbance to the
planned roadway improvements and to promote efficient use of public resources, DTD and
SWA propose to incorporate the design and construction of SWA facilities into the 172nd
Avenue Improvement Project.

The Intergovernmental Agreement (IGA)
commits SWA to reimburse DTD for costs
associated with the design and
construction of SWA facilities.
Incorporating this work into the 172nd
Avenue Improvement Project will improve
efficiency and reduce costs by avoiding

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duplication of effort and minimizing complex coordination that would occur if the SWA improvements were delivered as a separate project. Additionally, constructing the water concurrently with the roadway improvements will prevent potential damage and disruption to newly constructed infrastructure from future SWA work.

The IGA assumes that construction of SWA facilities will be included as part of the DTD project, provided that costs are mutually acceptable. An estimated construction cost is included in the agreement, with the understanding that the IGA may be amended in the future to reflect actual construction costs. SWA will reimburse DTD for these actual costs as part of the overall project.

The total estimated cost for the SWA work is \$1,257,100, including \$87,100 for design, \$1,160,000 for construction, and \$10,000 for county administrative costs. Under the terms of the IGA, SWA will reimburse DTD for all actual expenses related to the SWA work incorporated into the 172nd Ave Improvement Project.

RECOMMENDATION: DTD staff respectfully recommend the Board of County Commissioners approve the Intergovernmental Agreement between DTD and SWA for the 172nd Ave Improvement Project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SUNRISE WATER AUTHORITY AND CLACKAMAS COUNTY
RELATING TO THE 172ND AVENUE IMPROVEMENTS PROJECT**

This Intergovernmental Agreement (this “Agreement”) is entered into by and between Sunrise Water Authority, a municipal corporation organized under ORS chapter 450 (“SWA”), and Clackamas County, a political subdivision of the State of Oregon, by and through its Department of Transportation and Development (“DTD”), collectively referred to as the “Parties” and each a “Party.”

RECITALS

- A. ORS 190.010 authorizes local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies, have authority to perform.
- B. DTD is in the process of planning the SE 172nd Avenue Improvements Project (the “DTD Project”). The DTD Project will include street widening and intersection improvements along SE 172nd Avenue between SE Misty Drive and Scouters Mountain Road. The improvements will include constructing additional travel lanes, bike lanes, and sidewalks along SE 172nd Avenue; replacing culverts, improving stormwater facilities and stormwater management, and constructing a roundabout at the Troke Road intersection; and expanding the roundabout at Scouters Mountain Road to include multiple lanes. The DTD Project will be located in the area depicted on the attached Exhibit A (the “Project Area”).
- C. SWA desires certain waterline improvements within the Project Area, as described in the attached Exhibit B (the “SWA Project”).
- D. DTD is willing to cooperate and incorporate the SWA Project into the DTD Project subject to the terms of this Agreement.

TERMS

The Parties agree as follows:

- 1. **Term.** This Agreement will take effect on the last date of signature by a Party below and will expire upon the completion of each and every obligation of the Parties set forth herein, or on December 31, 2030, whichever is sooner.
- 2. **SWA Obligations.**
 - A. **Bid Documents.** SWA shall review the bid documents produced by DTD and identify any changes required to meet SWA’s needs for the SWA Project. SWA shall certify in writing that the bid documents produced by DTD are satisfactory in all respects, which certification shall not be unreasonably withheld.

- B. Unacceptable Bids.** SWA shall be bound by the winning bid resulting from DTD's procurement process unless the Parties mutually agree that the winning bid is unacceptable. Bids that exceed the total amount shown in the attached Exhibit E by 25% or more are deemed to be unacceptable unless the Parties mutually agree to proceed with those bids.
- C. Project Coordination.** SWA shall assist DTD in developing the construction contract. SWA shall assist DTD in providing written responses to questions and requests for information from bidders and the construction contractor regarding the bid documents and construction contract. SWA shall provide DTD with review, comments, information, or approval as needed to fulfill the purposes of this Agreement.
- D. Inspections and Testing.** At its own cost and expense, SWA shall be responsible for construction contractor submittal reviews, field inspections, and material testing related to the SWA Project. SWA shall track quantities for payment and take daily inspection notes for each day the construction contractor completes work related to the SWA Project. SWA shall provide copies of its inspection notes to DTD upon request. It is estimated that work related to the SWA Project will require a minimum of 16 weeks to complete and that SWA will provide daily inspections of the SWA Project. As part of these inspections, SWA shall have the right to reject any work related to the SWA Project deemed defective or not approved by SWA. The Parties shall jointly participate in a final walkthrough and generation of punch list items.
- E. As-Built Drawings.** SWA shall provide DTD with plan markups of the SWA Project to reflect changes made during construction. The plan markups shall be generated from construction contractor and inspector notes. A new survey shall not be completed.
- F. Project Costs.** SWA shall be responsible for all costs associated with the engineering of the SWA Project, not to exceed the amounts shown in the attached Exhibit D. SWA shall be responsible for all costs associated with the construction of the SWA Project, not to exceed 125% of the amounts shown in the attached Exhibit E. SWA shall also be responsible for all administrative costs DTD incurs in connection with the SWA Project, not to exceed Ten Thousand Dollars (\$10,000.00). Where the construction contractor requests a change order, SWA shall be responsible for additional costs associated with the change order as determined by DTD, in consultation with SWA, under Section 3(E) below.
- G. Payments.** SWA shall pay DTD within thirty (30) days of receiving an invoice from DTD under Section 3(F) below.

3. DTD Obligations.

- A. Engineering Services.** DTD, at times through its engineering consultant and in coordination with SWA, shall complete the tasks described in the attached Exhibit C.
 - B. Renegotiation of DTD Project.** If the winning bid is deemed unacceptable, and DTD contracts for the construction of the DTD Project without the SWA Project, DTD shall renegotiate, in good faith, with SWA on the scope of work and costs associated with the DTD Project as related to public water infrastructure.
 - C. Rebid Solicitation.** If the winning bid is deemed unacceptable, and DTD determines to undergo a subsequent rebid solicitation, DTD shall inform SWA of DTD's intention without unreasonable delay. DTD shall renegotiate, in good faith, with SWA to amend this Agreement as necessary for the subsequent rebid solicitation.
 - D. Insurance.** DTD shall ensure that the construction contract requires the construction contractor to secure at its own expense and keep in effect, during the term of the construction contract, commercial general liability insurance with a single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000, for bodily injury and property damage. DTD shall ensure that the construction contract requires the construction contractor to name SWA as an additional insured on said policy and to provide SWA with proof of said insurance and notice of any material change.
 - E. Project Costs.** DTD shall be responsible for all DTD Project costs not associated with the engineering and construction of the SWA Project. Where the construction contractor requests a change order, DTD shall determine, in consultation with SWA, whether any additional costs associated with the change order should be paid by SWA, by DTD, or by both, and in what proportions.
 - F. Invoices.** DTD shall provide SWA with all progress payment requests from the construction contractor that are related to the SWA Project for SWA's review and approval prior to authorization for payment by DTD. DTD shall invoice SWA within thirty (30) days of when SWA approves such a progress payment request. DTD shall not invoice SWA for progress payment requests that SWA has not approved. DTD shall invoice SWA for all other costs for which SWA is responsible on a monthly basis.
- 4. Attachments.** The attached Exhibits A, B, C, D, and E are incorporated into this Agreement as if fully set forth herein.

5. Termination.

- A.** The Parties, by mutual written agreement, may terminate this Agreement at any time.
- B.** Either Party may terminate this Agreement in the event of a breach by the other Party. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not completely cured the breach within thirty (30) days of deemed or actual receipt of the notice, then the Party giving notice may terminate this Agreement any time thereafter by giving written notice of termination stating the effective date of the termination. If the breach is of such a nature that it cannot be completely cured within such thirty (30) day period, then the Party giving notice may not terminate this Agreement due to the breach if the breaching Party begins curing the breach within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to completely cure the breach as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar breach in any twelve (12) month period.
- C.** Any rights or obligations accrued to the Parties prior to termination shall survive such termination.

6. Indemnification.

- A.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, DTD agrees to indemnify, save harmless, and defend SWA and its officers, elected officials, agents, and employees from and against all costs, losses, damages, claims, or actions, and all expenses incidental to the investigation and defense thereof (including legal and other professional fees), arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of DTD or its officers, elected officials, owners, employees, agents, or subcontractors, or anyone whom DTD has a right to control.
- B.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, SWA agrees to indemnify, save harmless, and defend DTD and its officers, elected officials, agents, and employees from and against all costs, losses, damages, claims, or actions, and all expenses incidental to the investigation and defense thereof (including legal and other professional fees), arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of SWA or its officers, elected officials, owners, employees, agents, or subcontractors, or anyone whom SWA has a right to control.

7. Party Contacts.

- A. Tim Jannsen or his designee shall act as liaison for SWA for this Agreement.

Contact Information:

Tim Jannsen
Sunrise Water Authority
17563 SE Armstrong Court
Happy Valley, OR 97015
503-761-0220
tjannsen@sunrisewateror.gov

- B. Jonathan Hangartner or his designee shall act as liaison for DTD for this Agreement.

Contact Information:

Jonathan Hangartner
Clackamas County Department of Transportation and Development
150 Beavercreek Road
Oregon City, OR 97045
503-742-4649
jhangartner@clackamas.us

8. General Provisions.

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties shall comply in all ways with applicable local, state, and federal ordinances, statutes, laws, and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or a different time, of any other remedies for the same breach, or for any other breach, by the other Party.
- D. **Dispute Resolution.** The Parties will attempt, in good faith, to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of this Agreement. The Parties may agree to utilize a jointly selected mediator to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation.

- E. Retention of Records.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records or documents that are the subject of audit findings shall be retained until such audit findings are resolved.
- F. Access to Records.** Each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- G. Debt Limitation.** This Agreement is subject to the county debt limitation set forth in Article XI, section 10, of the Oregon Constitution, and is contingent upon funds being appropriated to carry out its provisions.
- H. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect, to the maximum extent possible, to the intentions of the Parties.
- I. Integration, Amendment, and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matters of the DTD Project and the SWA Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change to the terms of this Agreement shall bind either Party unless it is in writing and signed by both Parties, and unless all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision. A waiver as to one breach shall not be deemed a waiver as to any other breach not expressly identified, even though the other breach is of the same nature as the one waived.
- J. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- K. No Partnership.** No representative, agent, employee, or contractor of one Party shall be deemed to be a representative, agent, employee, or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each Party specifically disclaims any such relationship.
- L. No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Parties.
- M. No Assignment.** Neither Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors to the Parties.
- N. Nonwaiver of Government Rights.** By making this Agreement, DTD is specifically not obligating itself or any other governmental entity with respect to any discretionary governmental action relating to the DTD Project, the SWA Project, or the development, operation, or use of the improvements to be constructed in connection therewith, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances, or any other governmental approvals that are or may be required.
- O. Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise), all of which, when taken together, shall constitute one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- P. Authority.** Each Party represents that it has the authority to enter into this Agreement, and each individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- Q. Necessary Acts.** Each Party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

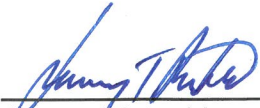
[Signature Page Follows]

In witness whereof, the Parties have executed this Agreement on the dates set forth beneath their names below.

Clackamas County

Sunrise Water Authority

Craig Roberts, Chair
Board of Commissioners



Jamey Pietzold
Executive Director

Date

09/15/2026

Date

EXHIBIT A
PROJECT AREA



EXHIBIT B

SWA PROJECT

The SWA Project generally includes the following construction work. Specific elements of construction of the SWA Project are detailed in the following construction plans.

- Construct a new 18-inch DI waterline along SE 172nd Avenue from SE Blackburn Street to north of SE Troge Road with service meter assemblies, valves, fittings, and appurtenances.
- Construct a new 12-inch DI waterline along SE Troge Road from the new roundabout to SE Olympic Street with service meter assemblies, valves, fittings, and appurtenances.
- Construct waterline tie-ins to connect new waterlines.
- Relocate existing fire hydrant and water service assemblies in conflict with DTD Project improvements.
- Pressure test and disinfect each segment of new waterline.
- Abandon the existing waterline.
- Remove the existing 18-inch waterline and crossing support at Rock Creek following the installation of the new waterline, and in other areas where conflicts with DTD Project improvements occur.
- Remove the abandoned 6-inch waterline infrastructure along the new Frontage Road where conflicts with the new storm line occur.
- Trench and restore the ground surface as required.

EXHIBIT C
ENGINEERING SERVICES

Task 1: Design Coordination and Preparation of Bid Documents

Develop the SWA Project plans and incorporate them into the DTD Project plans, updating the DTD Project plans as necessary to avoid duplication and conflicts. Hold design coordination meetings, as required. Produce bid documents that include plans, specifications, and the engineering consultant's construction costs estimate.

Task 2: Bidding

Provide written responses to questions and requests for information from bidders and the construction contractor regarding the bid documents and construction contract.

Task 3: Project Management

Manage the DTD Project, including the SWA Project, and administer the associated engineering and construction contracts.

Task 4: As-Built Drawings

Provide digital as-built drawings to SWA that reflect the plan markups provided by SWA.

EXHIBIT D ENGINEERING COSTS

Harper Houf Peterson Righellis Inc. - Estimated Fee Sunrise Water Authority Design Services for 172nd Avenue- Clackamas County January 12, 2026	Harper Houf Peterson Righellis Inc.									TOTAL BY TASK
	Senior Principal / Project Manager	Assistant Project Manager / Project Engineer	Project Engineer	Construction Manager (Utility Coordinator/QC Review)	Civil Engineer	Senior Civil Designer	Civil Designer / Inspector	CAD Technician	Expenses	
	Sunrise Water Authority (SWA) Design Services									
	6	32	88	32	164			4		
	2	4	4		4					
	4	14	16	68	8					
		2		4			16			
	12	52	108	104	176	0	16	4	-	
	\$ 260	\$ 210	\$ 180	\$ 210	\$ 165	\$ 170	\$ 140	\$ 125		
	Task 1: Design Coordination and Preparation of Bid Documents									
Task 2: Bidding									\$ 2,740.00	
Task 3: Project Management									\$ 22,460.00	
Task 4: As-Built Drawings									\$ 3,500.00	

\$ 87,100.00 Total

EXHIBIT E CONSTRUCTION COSTS

SE 172nd Avenue Improvements							
Engineer's Estimate - 100% SWA Project Cost Estimate							
Prepared by: Harper Houf Peterson Righellis, Inc.							
Job No. CLA-106							
August 27, 2026							
ESTIMATED CONSTRUCTION COSTS							
SCHEDULE B - SWA PROJECT							
ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	
1	00196	Extra Work as Authorized	FA	1	\$ 30,000.00	\$ 30,000.00	
2	00210	Mobilization	LS	8%	N/A	\$ 77,000.00	
3	00221	Temporary Work Zone Traffic Control, Complete	LS	5%	N/A	\$ 48,000.00	
4	00310	Removal of Waterlines and Crossing at Rock Creek	LS	1	\$ 50,000.00	\$ 50,000.00	
5	01140	6 Inch Class 52 Potable Water Pipe with Restrained Joints and Class "B" Backfill	Ft	200	\$ 160.00	\$ 32,000.00	
6	01140	8 Inch Class 52 Potable Water Pipe with Restrained Joints and Class "B" Backfill	Ft	240	\$ 200.00	\$ 48,000.00	
7	01140	12 Inch Class 52 Potable Water Pipe with Restrained Joints and Class "B" Backfill	Ft	725	\$ 260.00	\$ 188,500.00	
8	01140	18 Inch Class 52 Potable Water Pipe with Restrained Joints and Class "B" Backfill	Ft	840	\$ 340.00	\$ 285,600.00	
9	01140	18 Inch Split Megalug Bell Restraints	Ft	240	\$ 150.00	\$ 36,000.00	
10	01140	6 Inch Purple Pipe with Restrained Joints and Class "B" Backfill	Ft	30	\$ 200.00	\$ 6,000.00	
11	01140	Blowoff Assembly, 2 Inch	Ea	1	\$ 6,500.00	\$ 6,500.00	
12	01140	12 Inch DI Tee with Restraints (MJ x MJ), Zinc Coated	Ea	2	\$ 2,500.00	\$ 5,000.00	
13	01140	18 Inch DI Tee with Restraints (MJ x MJ), Zinc Coated	Ea	3	\$ 5,000.00	\$ 15,000.00	
14	01140	18 Inch x 6 Inch Hot Tap	Ea	3	\$ 8,000.00	\$ 24,000.00	
15	01140	12 Inch DI Cross with Restraints (MJ x MJ), Zinc Coated	Ea	1	\$ 4,000.00	\$ 4,000.00	
16	01140	6 Inch DI Bend or Sleeve (MJ x MJ), Zinc Coated	Ea	3	\$ 800.00	\$ 2,400.00	
17	01140	8 Inch DI Bend or Sleeve (MJ x MJ), Zinc Coated	Ea	4	\$ 1,000.00	\$ 4,000.00	
18	01140	12 Inch DI Bend or Sleeve (MJ x MJ), Zinc Coated	Ea	1	\$ 1,500.00	\$ 1,500.00	
19	01140	18 Inch DI Bend or Sleeve (MJ x MJ), Zinc Coated	Ea	11	\$ 2,500.00	\$ 27,500.00	
20	01140	18 Inch x 8 Inch Reducer with Restraints (MJ x MJ), Zinc Coated	Ea	1	\$ 5,000.00	\$ 5,000.00	
21	01150	6 Inch DI Gate Valve (MJ x MJ) or (MJ x FL)	Ea	6	\$ 3,500.00	\$ 21,000.00	
22	01150	8 Inch DI Gate Valve (MJ x MJ)	Ea	2	\$ 4,000.00	\$ 8,000.00	
23	01150	12 Inch DI Butterfly Valve (MJ x MJ)	Ea	5	\$ 7,500.00	\$ 37,500.00	
24	01150	18 Inch DI Butterfly Valve (MJ x MJ)	Ea	4	\$ 12,500.00	\$ 50,000.00	
25	01150	1 Inch Combination Air Release/Air Vacuum Valve Assembly	Ea	1	\$ 7,500.00	\$ 7,500.00	
26	01150	Major Valve Can Adjustment	Ea	4	\$ 1,500.00	\$ 6,000.00	
27	01160	Hydrant Assemblies	Ea	10	\$ 7,500.00	\$ 75,000.00	
28	01170	1 Inch Copper Water Service Line	LF	400	\$ 80.00	\$ 32,000.00	
29	01170	1 Inch Water Meter Assembly	Ea	2	\$ 2,500.00	\$ 5,000.00	
30	01170	Relocate 1 Inch Water Meter Assembly	Ea	11	\$ 2,000.00	\$ 22,000.00	
					Schedule B Total		\$ 1,160,000.00