

Willamette Water Supply System Commission

Board Meeting
Thursday, December 1, 2022
12:00 PM

Microsoft Teams Meeting

Willamette Water Supply System Commission
Board Meeting Agenda
Thursday, December 1, 2022 | 12:00 – 1:30 PM
Microsoft Teams Meeting

This meeting will not be held at a physical location. If you wish to attend and need dial-in information, please contact annette.rehms@tvwd.org or call 971-222-5957 by 10:00 a.m. on December 1, 2022.

If you wish to address the WWSS Board, please request the Public Comment Form and return it 48 hours prior to the day of the meeting.

The meeting is accessible to persons with disabilities and those who need qualified bilingual interpreters. A request for an interpreter for the hearing impaired, a bilingual interpreter or for other accommodations should be made at least 72 hours before the meeting to the contact listed above.

REGULAR SESSION – 12:00 PM

CALL TO ORDER

1. GENERAL MANAGER'S REPORT – Dave Kraska

Brief presentation on current activities relative to the WWSS Commission

2. PUBLIC COMMENT

This time is set aside for persons wishing to address the Board on items on the Consent Agenda, as well as matters not on the agenda. Additional public comment will be invited on agenda items as they are presented. Each person is limited to five minutes unless an extension is granted by the Board. Should three or more people testify on the same topic, each person will be limited to three minutes.

3. CONSENT AGENDA

These items are considered to be routine and may be approved in one motion without separate discussion. Any Board member may request that an item be removed by motion for discussion and separate action. Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Board has approved those items which do not require discussion.

- A. Approve the October 6, 2022 meeting minutes

4. BUSINESS AGENDA

- A. Approve WTP_1.0 Third-Party Materials Testing and Special Inspection Contract – *Mike Britch*

5. INFORMATION ITEMS

- A. Planned February Business Agenda items – *Joelle Bennett*
- B. The next Board Meeting is scheduled on February 2, 2023, via Microsoft Teams

6. COMMUNICATIONS AND NON-AGENDA ITEMS

- A. None scheduled

ADJOURNMENT

Willamette Water Supply System Commission

(this page intentionally left blank)

GENERAL MANAGER'S REPORT

To: WWSS Board of Commissioners
From: David Kraska, P.E., WWSS General Manager
Date: December 1, 2022
Subject: Willamette Water Supply System General Manager's Report

This report provides an overview of some of the current Willamette Water Supply System (WWSS) work efforts under the direction of this Commission, beginning with a Safety Minute presentation.

- 1. Permitting and Communications Updates** – The Willamette Water Supply Program (WWSP) permitting efforts remain very active. Attached to this General Manager's Report is a tabulation of the permits and approvals recently granted, and the status of those currently in process.

Permitting highlights:

- The Oregon Department of State Lands (DSL) has approved the permit modification for the Tualatin River Major Blow Off submitted in August. Staff continues to work with the US Army Corps of Engineers (USACE) in their review of the plans for the blow off. USACE staff have indicated no public noticing will be required for this modification. USACE has forwarded the permit modification request and plans to the Oregon Department of Fish and Wildlife (ODFW) and the Department of Environmental Quality (DEQ) for their consultation and comments. The WWSP Permitting team has been meeting with ODFW staff to respond to questions and provide clarifications about the plans. On December 9, the WWSP Permitting team will provide ODFW staff with a tour of the blow off site for a better understanding of challenging topography and other related constraints.
- The City of Sherwood recently issued seven building permits for the Water Treatment Plant (WTP)_1.0 project. An additional 13 building permits are anticipated to be issued by January 2023 for this project.

Communications highlights:

- On December 5, WWSP Communications staff will make a presentation to the Wilsonville City Council on our outreach efforts in the city. The presentation will include an update on the Raw Water Facility (RWF)_1.0 project, our pipeline projects including the upcoming PLM_1.3 project, improvements required in the ground lease, and other related work in the city. Staff will also review ongoing and future communication efforts with residents and businesses along with coordination efforts with affected agencies.

- 2. Quarterly Financial Reports** – Task 4.d. of the Annual Work Plan requires the Managing Agency to prepare quarterly financial reports and provide them to the WWSS Board as part of the packet. Attached to this General Manager's report is the WWSS quarterly financial statement for the period ending September 30, 2022.
- 3. WWSS Board Elections** – Section 5.3 of the WWSS Commission intergovernmental agreement states that the WWSS Board shall elect from its members a Chair and Vice Chair at the first Board meeting

each calendar year. As we are not anticipating holding a January 2023 Board meeting, our first meeting for next calendar year will be in February. As a reminder, at our January 2022 meeting we discussed standardizing on two-year terms for officers. Currently, both Chair Judah and Vice Chair Duggan are in the second of their two-year terms.

- 4. Construction Status Updates** – Attached to this General Manager's Report is a tabulation of the status of all the active construction projects. To provide a more complete understanding of the work underway, we will share a presentation of recent photos from these construction sites. A copy of this presentation is attached to this General Manager's report.

Willamette Water Supply Program Permits and Approvals – Recent Actions and Status

Date of Report: November 17, 2022

Permits and Approvals Recently Granted

Agency	Projects Involved	Permit or Approval Granted
City of Sherwood	WTP_1.0	Building Permits (3 to cover entire site) and Plumbing Permits (4 to cover entire site)
City of Wilsonville	PLM_1.3	Tree Removal Approval, Landscape Modification Approval, and Partial Grading and Erosion Control Permit
TriMet	PLW_2.1	License Agreement (fully executed)
WCLUT	MPE_1.2	Traffic Signal Shutdown Permit
ODOT	PLM_4.3	Occupancy Permit (Roy Rogers Road Detour)
Union Pacific Railroad	PLM_4.2	Pipeline Crossing Agreement
USFWS	System-Wide	Migratory Bird Depredation Permit Renewal
DSL	System-Wide	Permit Modification 8 (Tualatin River Temporary Discharge Facility)

Permits and Approvals Submitted

Agency	Projects Involved	Permit or Approval Submitted
DSL	PLM_1.1	Annual Monitoring Report

Permits and Approvals in Progress

Agency	Projects Involved	Permit or Approval in Progress
City of Beaverton	MPE_1.2	PFC Facility Electrical, Mechanical and Plumbing permits
Washington County	MPE_1.3	Electrical and Temporary Road Closure permits; Beaverton Noise/Night Variance Permit
Washington County	PLM_3.0	Noise Variance
Washington County	PLM_4.2	Cipole Night Variance; Sherwood Right of Way and Temporary Road Closure permits; Tualatin Detour Route and Sign Placement Permit (Herman and 124 th)
Washington County	PLM_4.3	Electrical, Noise Variance, Road Closure Permit for Roy Rogers Road
Washington County	PLW_2.1	ROW Access Permit; Hillsboro Tree Care, Type I Land Use, Building, Private Utility permits
Washington County	RES_1.0	Mechanical and Electrical Permits

Anticipated Approvals

Agency	Projects Involved	Permit or Approval Anticipated
City of Sherwood	PLM_4.2	Right of Way, Temporary Road Closure, Engineering permits; Tualatin Detour Route and Sign Placement Permit (Herman and 124 th)
City of Sherwood	WTP_1.0	Engineering Plan Review, Retaining Wall Permit, Mechanical permits; WaCo Facility Permit
Washington County	PLM_4.3	Noise Variance, Road Closure permits
Washington County	PLW_2.1	ROW Access Permit; Hillsboro Tree Care, Building, Grading and Erosion Control, Public Infrastructure, Private Utility permits
Washington County	RES_1.0	Building Permits (4)

Willamette Water Supply Program Projects Construction – Recent Status Update

Date of Report: November 17, 2022

Project	Description	Progress Since Last Month
1. RWF_1.0	Raw Water Facilities project located at the Willamette River Water Treatment Plant	<p>GMP-1.5:</p> <ul style="list-style-type: none"> - Completed fine grading and 2" lift of asphalt for Upper Site. - Completed rough-in of Upper Site bioswales - Completed installation and testing of all Upper Site utility work. - Completed installation of log steps and landscaping at Lower Site. - Completed permeable asphalt and concrete curb and cut-off wall. - Re-opened the Park area to the public. <p>Continued periodic landscape maintenance.</p> <p>GMP-2:</p> <ul style="list-style-type: none"> - Submittals in review - Electrical subcontractor mobilized to site
2. PLM_1.3	Raw water pipeline project in Wilsonville from Wilsonville Road to Garden Acres Road	<ul style="list-style-type: none"> - Potholing utility crossings - Submittals - Staging area preparation scheduled for December
3. WTP_1.0	Water Treatment Plant project, located in City of Sherwood, near the intersection of SW Tualatin-Sherwood Road and SW 124 th Avenue	<ul style="list-style-type: none"> - Continue mass excavation and embankment fill - Continue drilling and controlled rock blasting - Continue rock crushing - Temporary electrical service - Critical submittals including baseline CPM schedule - First concrete placement at Area 30 UV
4. PLM_4.1	Finished water pipeline project being completed in partnership with Washington County's Highway 99 Crossing Pipeline and Tualatin Sherwood Road - Langer Farms Parkway to Borchers Drive	<ul style="list-style-type: none"> - Completed trenchless crossing of Hwy 99 - 66" waterline installed in trenchless casing - Began 66" open cut waterline - Continue road widening on Tualatin-Sherwood Rd
5. PLM_4.2	Finished water pipeline project being completed in partnership with Washington County's Tualatin Sherwood Rd - Teton Avenue to Langer Farms Parkway (pipeline portion of the project extends from SW 124 th Avenue to Langer Farms)	<ul style="list-style-type: none"> - Road widening along South side of Tualatin-Sherwood Road - Retaining Walls - Utility Relocates - WWSP submittals
6. PLM_4.4	Finished water pipeline project being completed in partnership with Washington County's Roy Rogers Road - Chicken Creek to Borchers Drive	<ul style="list-style-type: none"> - Processing WWSP submittals and RFIs - Sound walls currently being installed along the north side of Roy Rogers Rd.

Project	Description	Progress Since Last Month
7. PLM_4.3	Finished water pipeline project in unincorporated Washington County along Roy Rogers Road	<ul style="list-style-type: none"> - Access and haul roads for waterline construction - Secant pile installation for north tunnel shaft completed - Secant pile installation of south shaft completed - Spoils removal from both shafts ongoing - 2,145 LF of 66" open cut pipe installed along Roy Rogers Rd north of Chicken Creek - Temporary access road for Wildlife Refuge access started
8. RES_1.0/ PLM_5.3	Water Storage Tank and finished water pipeline project in rural Washington County. Tank site at SW Grabhorn Road and Stonecreek Drive. Pipeline extends from SW Grabhorn Road at SW Tile Flat Road to SW Rosedale Road at future Cornelius Pass Extension.	<ul style="list-style-type: none"> - RES_1.0 – Continue rock excavation and haul off - RES_1.0 – Continue construction of the soil nail/rock bolt retaining walls - RES_1.0 – Continue excavation of 66" yard piping and valve vaults - RES_1.0 – Continue installation of 12" and 18" stormwater lines - RES_1.0 – Continue preparing water tank subgrade - PLM_5.3 - Continue installation of 66" waterline – approximately 6,400 LF (32%) installed - PLM_5.3 - Ground improvement (cement deep soil mixing) continues - Excavated launch and receiving shafts for trenchless crossing of Farmington Rd.
9. PLW_1.3	Finished water pipeline project in South Hillsboro from SW Farmington Road to SE Blanton Street	<ul style="list-style-type: none"> - Farmington turnout vault piping and electrical work - Butternut Creek turnout electrical and control panels - Correction of deficiency list items
10. PLW_1.2	Finished water pipeline project in South Hillsboro from TV HWY to Frances Street	<ul style="list-style-type: none"> - 48" WWSP waterline installation between York St. and Augusta Dr. on Cornelius Pass Rd. - Completed trenchless crossing of Reedville Creek - Soundwall pilaster installation on Cornelius Pass Rd. - Storm sewer relocation on Cornelius Pass Rd.
11. MPE_1.1/ COB_1.1	Finished water pipeline project being completed in partnership with the City of Beaverton's SW Western Avenue project	<ul style="list-style-type: none"> - 48" WWSP waterline on Western Ave. nearly complete - Continued work on test stations, blowoff assemblies and CARV appurtenance piping - Installation of COB 16" water main in Beaverton-Hillsdale Hwy. - Service connections and tie-ins from Arctic to 5th St. - City stormwater, paving and curb improvements along Western Ave.

Willamette Water Supply System (WWSS) General Manager's Report

December 1, 2022

Page 6 of 6

Project	Description	Progress Since Last Month
12. MPE_1.2/ COB_1.2	Finished water pipeline project in Beaverton from SW Scholls Ferry Road at Greenway Park to SW Allen Boulevard at Western Avenue	<ul style="list-style-type: none"> - Completed tunnel #1 at lower Fanno Creek - 16" COB waterline on Scholls Ferry Rd. - COB waterline on Denney Rd. - Continue 48" open cut waterline on Scholls Ferry Rd up to Denney Rd. - PFC facility earthwork and utility preparation
13. MPE_1.3	Finished water pipeline project in Beaverton on SW Scholls Ferry Road, Roy Rogers to Greenway Park	<ul style="list-style-type: none"> - Submittals - Mobilization - Upcoming sewer relocation - December start at Roy Rogers Rd/Scholls Ferry Rd

Willamette Water Supply
Our Reliable Water

Safety Minute: Preventing Frozen Pipes

December 1, 2022

1

Preventing Frozen Pipes

Take preventative measures to help reduce the risk of frozen water pipes and the resulting property damage.



Willamette Water Supply
Our Reliable Water

2

2

How to prevent pipes from freezing



Insulate

Disconnect hoses and cover or wrap outside faucets and foundation vents. Insulate pipes in unheated areas.



Keep water flowing

If you have pipes that are prone to freezing in uninsulated walls, maintain a steady drip of water from one indoor faucet.



Open cabinets

Open kitchen and bathroom cabinet doors to allow warmer air to circulate around plumbing, especially if the sink is located on an exterior wall.

willamette water Supply
Our Reliable Water

3

3

How to thaw frozen pipes

- **Turn on the faucet** – An open faucet relieves pressure and can help prevent a pipe from bursting.
- **Apply heat to the frozen area** – Slowly apply heat using an electric heating pad, hair dryer, or portable space heater.
- **Continue to apply heat** – Keep heating until full water pressure is restored (*typically takes about 30 minutes*). Leave faucet on for a few minutes after pipe is thawed to clear ice from the line.
- **Check all faucets and prevent pipes from freezing in the future** – Check each faucet in your home for other frozen pipes. If problems persist, contact a plumber.

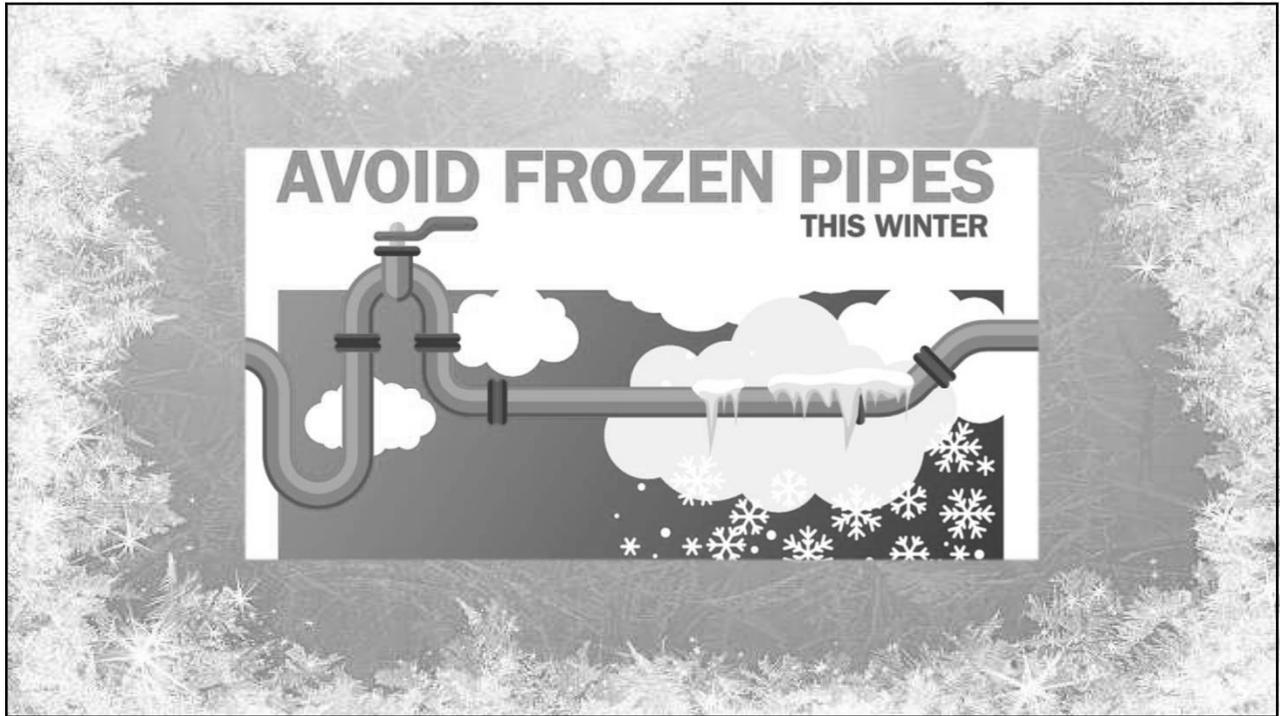
Willamette Water Supply
Our Reliable Water

<https://www.liveabout.com/stop-freezing-pipes-2124982>

<https://blog.nationwide.com/home/home-maintenance/prevent-thaw-frozen-pipes/>

4

4



Willamette Water Supply System Commission

(this page intentionally left blank)

Willamette Water Supply System
 For the annual budget period ending June 30, 2023
 For the quarter ended September 30, 2022

Activity for the Quarter			Unaudited	Annual				
Budget	Actual	Variance		Annual Budget	Budget To date	Actual	Variance	Remaining Budget
			Revenues					
\$ 324,353	\$ 96,282	\$ (228,071)	Admin Services	\$ 1,297,410	\$ 324,353	\$ 96,282	\$ (228,071)	\$ 1,201,128
	\$ 100		Miscellaneous Income			\$ 100		
93,160,895	15,560,768	(77,600,127)	Capital contributions	372,643,578	\$ 93,160,895	15,560,768	(77,600,127)	357,082,810
\$ 93,485,247	\$ 15,657,149	\$ (77,828,198)	Total Revenues	\$ 373,940,988	\$ 93,485,247	\$ 15,657,149	\$ (77,828,198)	\$ 358,283,939
			Expenditures					
\$ 299,353	\$ 96,282	\$ 203,071	Materials and Services	\$ 1,197,410	\$ 299,353	\$ 96,282	\$ 203,071	\$ 1,101,128
93,160,895	15,560,768	77,600,127	Capital Outlay	372,643,578	\$ 93,160,895	15,560,768	77,600,127	357,082,810
25,000	-	25,000	Contingency	100,000	\$ 25,000	-	25,000	100,000
\$ 93,485,247	\$ 15,657,049	\$ 77,828,198	Total Expenditures	\$ 373,940,988	\$ 93,485,247	\$ 15,657,049	\$ 77,828,198	\$ 358,283,939

Willamette Water Supply System Commission

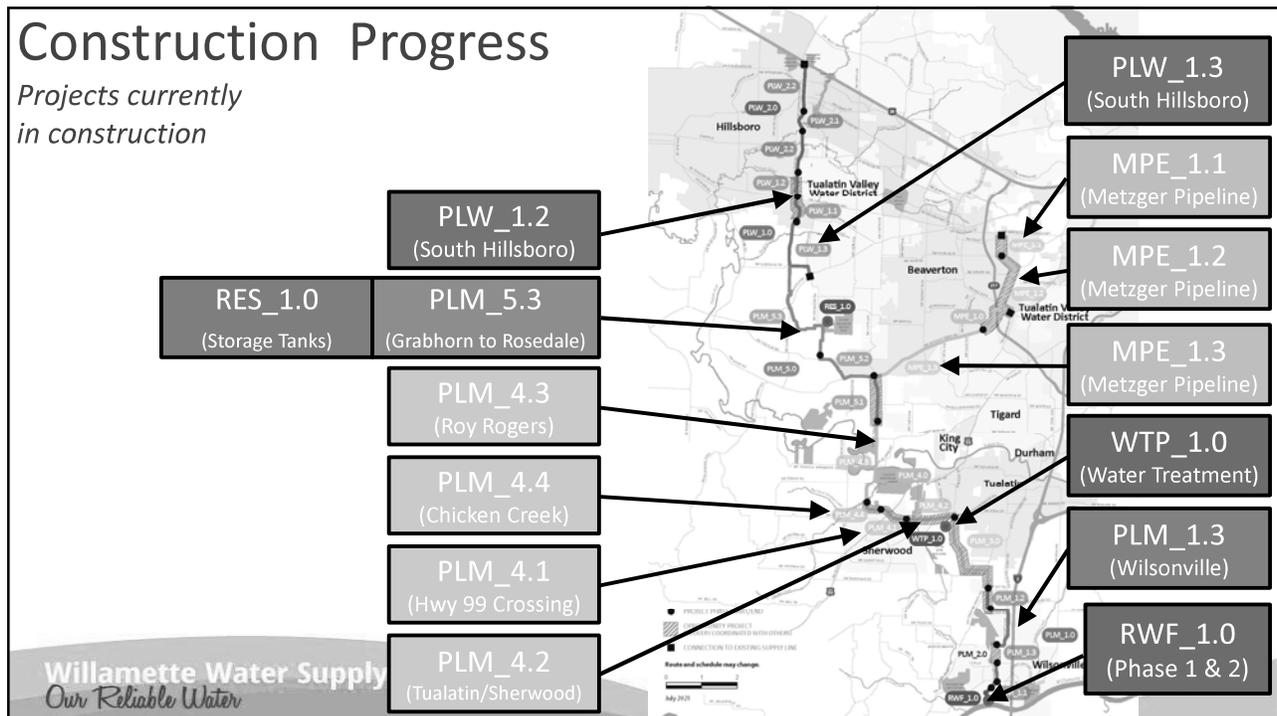
(this page intentionally left blank)

Willamette Water Supply *Our Reliable Water*

1.A. WWSS General Manager's Report Construction Summary – *Dave Kraska*

WWSS Commission Board Meeting
December 1, 2022

1



2

RWF_1.0

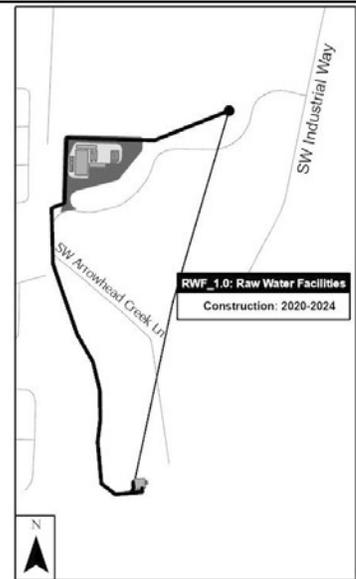
Contractor: Kiewit Infrastructure West Co.
 Designer: Black & Veatch

GMP-1.5:

- Completed fine grading and 2" lift of asphalt for Upper Site
- Completed rough-in of Upper Site bioswales
- Completed installation and testing of all Upper Site utility work
- Completed installation of log steps and landscaping at Lower Site
- Completed permeable asphalt and concrete curb and cut-off wall
- Re-opened the Park area to the public. Continued periodic landscape maintenance

GMP-2 :

- Submittals in review
- Electrical subcontractor mobilized to site



Willamette Water Supply
 Our Reliable Water

3

Construction Photos – RWF_1.0

Upper Site: Completed first lift of asphalt paving, erosion control BMP's



Willamette Water Supply
 Our Reliable Water

4

Construction Photos – RWF_1.0

Park area restoration complete.
Re-opened to public use.



Willamette Water Supply
Our Reliable Water

5

WTP_1.0

Contractor: Sundt Construction, Inc.
Designer: CDM Smith

Current and Planned Activities:

- Continue mass excavation and embankment fill
- Continue drilling and controlled rock blasting
- Continue rock crushing
- Temporary electrical service
- Critical submittals including baseline CPM schedule
- First concrete placement at Area 30 UV



Willamette Water Supply
Our Reliable Water

6

6

Construction Photos - WTP_1.0

Clearwell and Finished
Water Pump Station
Areas



Willamette Water Supply
Our Reliable Water

7

Construction Photos - WTP_1.0

EQ basin area subgrade
preparation



Willamette Water Supply
Our Reliable Water

8

Construction Photos - WTP_1.0

Trailer and staging area



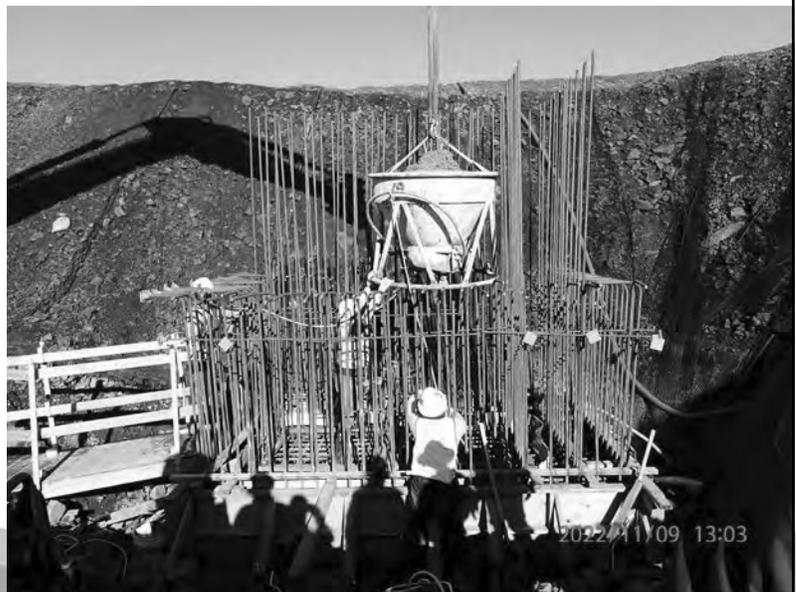
Willamette Water Supply
Our Reliable Water

9

Construction Photos - WTP_1.0

First concrete placement at the WTP!

Area 30 UV building sump



Willamette Water Supply
Our Reliable Water

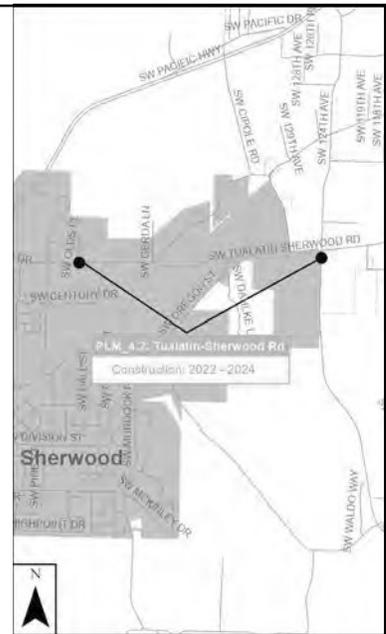
10

PLM_4.2

Partner: Washington County
Contractor: Kerr/Emery JV
Designer: Brown & Caldwell

Current and Planned Activities:

- Road widening along south side of Tualatin-Sherwood Road
- Retaining walls
- Utility relocates
- WWSP submittals



Construction Photos – PLM_4.2

Road work along Tualatin-Sherwood Road

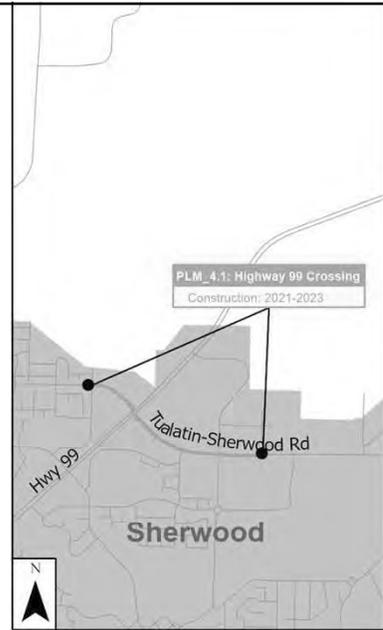


PLM_4.1

Partner: Washington County
 Contractor: Moore Excavation Inc.
 Designer: Brown & Caldwell

Current and Planned Activities:

- Completed trenchless crossing of Hwy 99
- 66" waterline installed in trenchless casing
- Began 66" open-cut waterline
- Continue road widening on Tualatin-Sherwood Rd.



Construction Photos – PLM_4.1

66" pipe installation along north side of Roy Rogers



Construction Photos – PLM_4.1

66" pipe staged along north side of Roy Rogers



Willamette Water Supply
Our Reliable Water

15

PLM_4.4

Partner: Washington County
Contractor: Tapani Inc.
Designer: Brown & Caldwell

Current and Planned Activities:

- Processing WWSP submittals and RFIs
- Sound walls currently being installed along the north side of Roy Rogers Rd.



Willamette Water Supply
Our Reliable Water

16

16

Construction Photos – PLM_4.4

Sound Wall Installation



Willamette Water Supply
Our Reliable Water

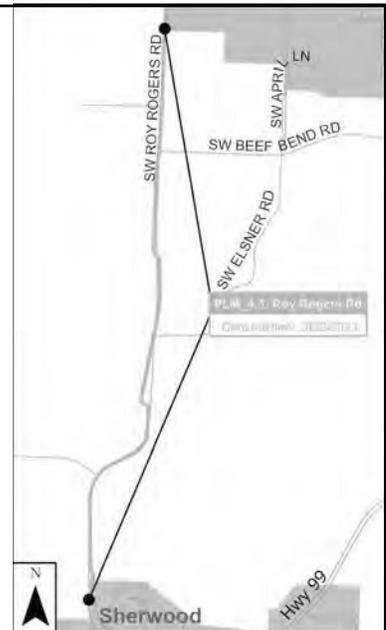
17

PLM_4.3

Contractor: Tapani Inc.
Designer: Brown & Caldwell

Current and Planned Activities:

- Access and haul roads for waterline construction
- Secant pile installation for north tunnel shaft completed
- Secant pile installation of south shaft completed
- Spoils removal from both shafts ongoing
- 2,145 LF of 66" open cut pipe installed along Roy Rogers Rd north of Chicken Creek
- Temporary access road for Wildlife Refuge



Willamette Water Supply
Our Reliable Water

18

18

Construction Photos – PLM_4.3

Excavation of North tunnel shaft



Willamette Water Supply
Our Reliable Water

19

Construction Photos – PLM_4.3

South shaft secant pile installation



Willamette Water Supply
Our Reliable Water

20

Construction Photos – PLM_4.3

Open cut pipe installation along Roy Rogers Rd.

Old osprey nest in foreground



Willamette Water Supply
Our Reliable Water

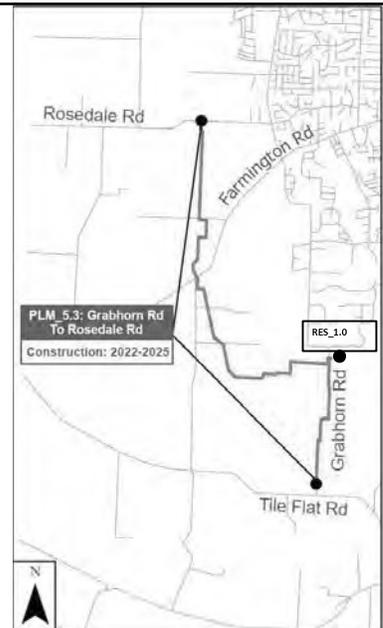
21

RES_1.0 / PLM_5.3

Contractor: Hoffman-Fowler JV
Designer: Black & Veatch / Jacobs

Current and Planned Activities:

- RES_1.0
 - Continue rock excavation and haul off
 - Continue construction of the soil nail/rock bolt retaining walls
 - Continue excavation of 66" yard piping and valve vaults
 - Continue installation of 12" and 18" stormwater lines
 - Continue preparing water tank subgrade
- PLM_5.3
 - Continue installation of 66" waterline – approx. 6,400 LF (32%) installed
 - Ground improvement (cement deep soil mixing) continues
 - Excavated launch and receiving shafts for trenchless crossing of Farmington Rd.



Willamette Water Supply
Our Reliable Water

22

22

Construction Photos – RES_1.0

RES_1.0 site



Willamette Water Supply
Our Reliable Water

23

Construction Photos – RES_1.0

Retention wall RES_1.0 site



Willamette Water Supply
Our Reliable Water

24

Construction Photos – RES_1.0

Excavation for the 66" inlet/outlet pipelines



Willamette Water Supply
Our Reliable Water

25

Construction Photos – PLM_5.3

Trenchless receiving shaft excavation

Deep soil mixing in background



Willamette Water Supply
Our Reliable Water

26

Construction Photos – PLM_5.3

66" waterline installation near Riggs Rd.



Willamette Water Supply
Our Reliable Water

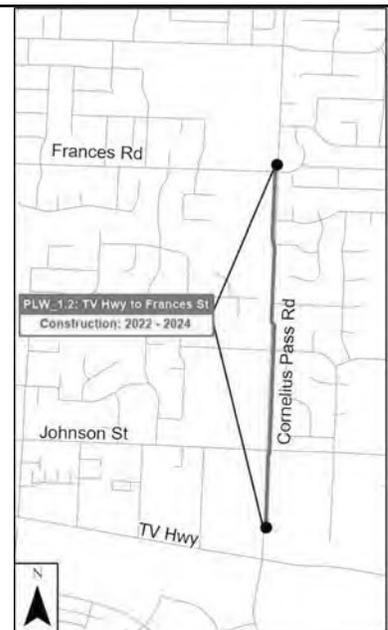
27

PLW_1.2

Partner: Washington County
Contractor: Tapani, Inc.
Designer: Kennedy/Jenks

Current and Planned Activities:

- 48" WWSP waterline installation between York St. and Augusta Dr. on Cornelius Pass Rd.
- Completed trenchless crossing of Reedville Creek
- Soundwall pilaster installation on Cornelius Pass Rd.
- Storm sewer relocation on Cornelius Pass Rd.



Willamette Water Supply
Our Reliable Water

28

28

Construction Photos – PLW_1.2

Reedville Creek Crossing:
Installation of 48" carrier
pipe with casing spacers



Willamette Water Supply
Our Reliable Water

29

Construction Photos – PLW_1.2

48" WWSP waterline
installation and pipe zone
backfill prep in launch shaft



Willamette Water Supply
Our Reliable Water

30

MPE_1.1

Partner: City of Beaverton
 Contractor: Moore Excavation Inc.
 Designer: Brown & Caldwell

Current and Planned Activities:

- 48" WWSP waterline on Western Ave. nearly complete
- Continued work on test stations, blowoff assemblies and CARV appurtenance piping
- Installation of COB 16" water main in Beaverton-Hillsdale Hwy.
- Service connections and tie-ins from Arctic to 5th St.
- City stormwater, paving and curb improvements along Western Ave.



Construction Photos – MPE_1.1

48" WWSP waterline joint grouting



Construction Photos – MPE_1.1

Installation of 30" flanged piping and fittings inside flowmeter vault



Willamette Water Supply
Our Reliable Water

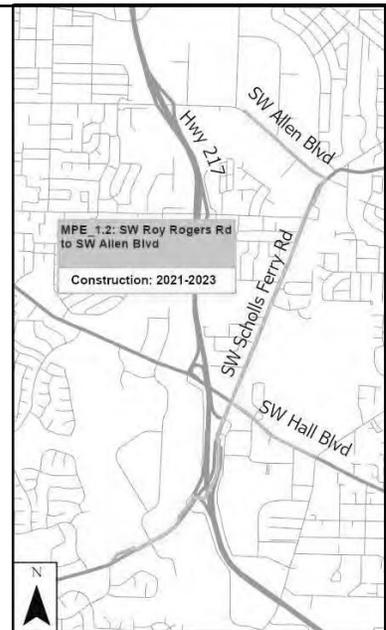
33

MPE_1.2

Contractor: Emery & Sons
Designer: Brown & Caldwell

Current and Planned Activities:

- Completed tunnel #1 at lower Fanno Creek
- 16" COB waterline on Scholls Ferry Rd. and on Denney Rd.
- Continue 48" open cut waterline on Scholls Ferry Rd up to Denney Rd.
- PFC facility earthwork and utility preparation



Willamette Water Supply
Our Reliable Water

34

34

Construction Photos – MPE_1.2

Preparation for shrink-wrap installation



Willamette Water Supply
Our Reliable Water

35

Construction Photos – MPE_1.2

Installation of COB ductile iron pipe on Denney Rd.



Willamette Water Supply
Our Reliable Water

36

Construction Photos – MPE_1.2

48" carrier pipe installation at tunnel #1



Willamette Water Supply
Our Reliable Water

37

QUESTIONS?

Willamette Water Supply
Our Reliable Water

38

38

Willamette Water Supply System Commission

(this page intentionally left blank)

DRAFT

**Willamette Water Supply System Commission
Board Meeting Minutes
Thursday, October 6, 2022**

Attendance:

Commissioners present:

City of Beaverton	Allison Tivnon (<i>alternate</i>)
City of Hillsboro	David Judah
Tualatin Valley Water District (TVWD)	Jim Duggan

Committee Members present:

City of Beaverton	Dan Weinheimer, David Winship
City of Hillsboro	Niki Iverson, Lee Lindsey
TVWD	Tom Hickmann, Pete Boone

Managing Agency Staff present:

WWSS Commission General Manager / Willamette Water Supply Program (WWSP) Director	Dave Kraska
TVWD General Counsel	Clark Balfour
WWSP Assistant Director	Joelle Bennett
WWSP Program Manager	Jeremy Taylor
WWSP Engineering and Construction Manager	Mike Britch
WWSP Permitting and Outreach Manager	Christina Walter
WWSP Finance Manager	<i>Not available</i>
WWSS Commission Recorder / WWSP Executive Assistant	Annette Rehms

Other Attendees present:

City of Hillsboro JWC Water Treatment Manager	Chris Wilson
TVWD Water Resources Division Manager	Joel Cary
TVWD Capital Improvement Program Manager	Nick Augustus
TVWD Asset Management Division Manager	Matt Oglesby

REGULAR SESSION – 12:00 PM

CALL TO ORDER

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

ROLL CALL

Ms. Rehms administered the roll call and noted a quorum was present.

1. GENERAL MANAGER'S REPORT

Mr. Kraska presented a safety minute on First Rain: driving after a dry spell. (*presentation on file*)

The General Manager's report included status updates on Willamette Water Supply Program (WWSP) permitting and communications activities, and construction progress. (*presentation on file*)

In response to questions, staff will reach out to the program's communications team and provide a follow-up email to the commissioners regarding traffic control concerns on MPE_1.2 near Scholls Ferry Road and Crestwood Drive.

2. PUBLIC COMMENT

There were no public comments.

3. CONSENT AGENDA

- A. Approve the September 1, 2022, meeting minutes

Motion was made by Duggan and seconded by Tivnon to approve the Consent Agenda as presented. The motion passed unanimously with Tivnon, Judah, and Duggan voting in favor.

4. BUSINESS AGENDA

- A. Approve PLM_1.3 Bonneville Power Administration (BPA) Engineering and Construction Agreement Amendment – *Joelle Bennett*

Ms. Bennett provided an overview of the existing PLM_1.3 agreement and the proposed amendment. BPA owns and operates two substations with buried infrastructure connecting the two substations across SW Ridder Road, in conflict with the PLM_1.3 pipeline project. She said the team has been coordinating with BPA on SW Ridder Road in Wilsonville for several years to determine the best path through this congested utility corridor. In June of 2021, the Commission passed a resolution approving an agreement with BPA, to facilitate the utility relocation. The initial agreement was finalized with BPA to include the scoping and cost estimating efforts which allowed BPA to better understand the scope of work. Today's amendment addresses the remaining work necessary to accomplish the relocations. BPA will pull back and then restore the underground connections between the two substations. Other options for installing the PLM_1.3 pipeline to avoid the BPA utilities are more expensive than coordinating with BPA.

Motion was made by Tivnon and seconded by Duggan to adopt Resolution No. WWSS-07-22 approving an amendment to the agreement on behalf of the Willamette Water Supply Commission between the Tualatin Valley Water District and Bonneville Power Administration (Agreement Number 21TP-12325) for utility relocations. The motion passed unanimously with Tivnon, Judah, and Duggan voting in favor.

5. INFORMATION ITEMS

- A. Planned December Business Agenda items – *Joelle Bennett*

Ms. Bennett presented information on a business agenda item planned for the December 1, 2022, WWSS Commission Regular Board meeting.

Staff anticipates recommending approval of:

1. WTP_1.0 Materials Testing and Special Inspection

B. The next Board meeting is scheduled on December 1, 2022, via Microsoft Teams.

6. COMMUNICATIONS AND NON-AGENDA ITEMS

A. None scheduled

In response to questions, Board meetings will continue to be held remotely and in February 2023 the General Manager will provide an update on transitioning to hybrid meetings.

ADJOURNMENT

There being no further business, Chair Judah adjourned the meeting at 12:45 p.m.

David Judah, Chair

James Duggan, Vice Chair

Willamette Water Supply System Commission

(this page intentionally left blank)

STAFF REPORT

To: WWSS Board of Commissioners
From: Mike Britch, P.E., WWSP Engineering & Construction Manager
Date: December 1, 2022
Subject: Request Approval of Contract with Carlson Testing, Inc. for WTP_1.0 Materials Testing and Special Inspections Contract for the Willamette Water Supply Program

Requested Board Action:

Consider approving contract 2023-027 for \$1,236,180.00 with Carlson Testing, Inc. for WTP_1.0 Materials Testing and Special Inspection and transferring \$3,310,572 into Management Reserve.

Key Concepts:

- A best-value selection process was used for this procurement and the Request for Proposal (RFP) was published on August 22, 2022.
- No firms elected to participate in proprietary meetings to ask questions about the project, and 3 firms submitted forms indicating their intent to respond to the RFP. Three narrative proposals were received and scored, and following that, a public price proposal opening was held.
- Carlson Testing, Inc., was identified as the highest-scoring respondent based on the combined scores for narrative and price proposals, having received the second highest non-cost score and proposing the lowest cost.
- Notice to Proceed for the inspection services is planned upon approval and execution of the contract.
- Approval of the proposed contract and ten percent contingency value, the total of which is within the current Baseline budget, would result in a transfer into Management Reserve in the amount of \$3,310,572

Background:

The Program's standard method of contracting materials testing, and special inspection services is to issue project specific task orders with a Master Services Agreement (MSA) as the overarching "contract". This approach is limited by Local Contract Review Board Rules to \$250,000 per task order. Therefore, the Program issued a Request for Proposal ("RFP") to procure the WTP_1.0 Materials Testing and Special Inspection services. Only contractors prequalified pursuant to RFQ-PGM-0300521 were eligible to submit proposals in response to the RFP. The RFP documents were compiled in conjunction with the Construction Management Team, Project Manager, and the Design Consultant to ensure a comprehensive Scope of Work was created.

Budget Impact:

The contract amount is \$1,236,180, which is within the approved baseline budget (Baseline 7.0, prepared in Q4 2021) for this project. A project contingency of ten percent, \$123,618, is recommended as a standard Program practice. The contract amount including recommended project contingency is less than the project budget in Baseline 7.0. Consistent with previous baselines, the Baseline 7.0 budget for

Construction Management Inspection services was established as a percentage of construction cost (one percent).

The table below provides information on the baseline budget, the contract price, and the recommended contingency.

Total Contract Price	\$1,236,180
Recommended Project Contingency (10%)	\$123,618
Total Estimated Cost	\$1,359,798
Baseline 7.0 Construction Management Inspection Budget	\$4,670,370
Transfer (Increase) to Management Reserve	\$3,310,572

WTP_1.0 Partner Costs	\$1,359,798
<i>TVWD Estimated Share¹</i>	<i>\$848,377.97</i>
<i>Hillsboro Estimated Share¹</i>	<i>\$423,169.14</i>
<i>Beaverton Estimated Share¹</i>	<i>\$88,250.89</i>

¹ Based on overall project ownership percentage from Baseline 7.0 budget and WWSS IGA

Staff Contact Information:

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

Mike Britch, P.E., WWSP Engineering & Construction Manager; 503-941-4565; mike.britch@tvwd.org

Attachments:

- Exhibit A: Contract 2022-061
- Exhibit B: Price Proposal Summary
- Exhibit C: Best Value Scoring Summary

Willamette Water Supply *Our Reliable Water*

PROJECT TITLE: WTP_1.0-Materials Testing and Special Inspections

CONTRACT NUMBER: 2023-027

Between
Willamette Water Supply System Commission

And

Carlson Testing, Inc.

TABLE OF CONTENTS

1. DEFINITIONS.....	1
2. EFFECTIVE DATE AND DURATION OF CONTRACT.....	2
3. PERFORMANCE OF WORK.....	3
4. CONTRACT PRICE.....	3
5. COMPENSATION.....	3
6. PAYMENT.....	3
7. CONTRACT DOCUMENTS.....	4
8. CHANGES TO CONTRACT.....	5
9. USE OF DOCUMENTS.....	5
10. INDEPENDENT CONTRACTOR.....	5
11. SUBCONTRACTOR AND SUBCONSULTANTS.....	6
12. CONFIDENTIALITY.....	6
13. OWNERS FURNISHED DATA.....	6
14. SUCCESSORS AND ASSIGNS.....	7
15. THIRD-PARTY BENEFICIARIES.....	7
16. COMPLIANCE WITH APPLICABLE LAW.....	7
17. INSURANCE.....	9
18. INDEMNIFICATION.....	11
19. RECORD KEEPING.....	11
20. ACCESS TO RECORDS.....	12
21. FOREIGN CONTRACTOR.....	12
22. GOVERNING LAW; JURISDICTION; VENUE.....	12
23. OWNERSHIP OF WORK PRODUCT; LICENSE.....	12
24. CORRECTION OF ERRORS AND OMISSIONS.....	13
25. SUSPENSION, DELAY OR INTERRUPTION OF WORK.....	13
26. TERMINATION.....	13
27. NOTICE.....	14
28. NON-APPROPRIATION OF FUNDS.....	14
29. ATTORNEY FEES.....	15
30. SEVERABILITY.....	15
31. SURVIVAL OF COVENANTS.....	15
32. FORCE MAJEURE.....	15
33. WAIVER.....	15
34. MERGER.....	15
35. MEDIATION.....	15
36. DUTY TO DISCLOSE.....	16
37. ENTIRE CONTRACT.....	16
38. COUNTERPARTS; COPIES OF SIGNATURES.....	16

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is by and between Willamette Water Supply System Commission ("Owner"), and Carlson Testing, Inc. ("Contractor"), whose principal place of business is located at 8430 SW Hunziker Street, Tigard, OR 97223. Each one of the above may be individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

Owner requires the services of an individual or entity with the training, ability, knowledge and experience possessed by Contractor for special inspections and materials testing on-call services for the Willamette Water Supply Program.

The Parties agree that Contractor shall provide Owner with such services subject to certain conditions.

The Parties agree to set forth the terms and conditions of their agreement in this Contract.

CONTRACT

1. DEFINITIONS

Wherever used in the Contract (including the Exhibits, Appendices, and Attachments hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

Addenda – Written or graphic instruments issued prior to the opening of Bids or Proposals that clarify, correct, or change the Bidding Documents.

Application for Payment – The form acceptable to Owner which is to be used by Contractor in requesting progress or final payments for completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract.

Change Order—A document signed by Contractor and Owner authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract

Contract – This Professional Services Contract between Owner and Contractor, including those Exhibits, Appendices, or Attachments listed in Section 7 herein, and any duly executed written Change Orders.

Contract Price – The moneys payable by Owner to Contractor for Final Completion of the Work in accordance with the Contract Documents.

Contract Times – The dates stated in the Contract Documents to achieve completion of any segment identified in this Contract as a milestone, and complete the Work as evidenced by final payment.

Davis-Bacon and Related Acts – The Davis-Bacon Act (40 U.S.C.A. 276a to 276a-5) is federal law that governs the Minimum Wage rate to be paid to laborers and mechanics employed on federal public works projects.

Day – Means a calendar day of 24 hours.

Defective Work – Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the standard of care or Contract Documents.

Effective Date of the Contract – The date indicated in this Contract on which it becomes effective.

Owner's Representative – A person designated in writing to act as Owner's representative with respect to Contractor's performance of the Work, including, but not limited to, an Owner's employee or a designated employee of Owner's program manager, Stantec Consulting Services, Inc. and its subconsultant Carollo Contractors, Inc. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, make decisions with respect to performance of the Work, and provide such other services as may be agreed upon.

Project – The total Work to be performed under the Contract Documents may be the whole, or a part.

Request for Quote – Request issued by Owner to Contractor to provide a cost for providing additional work not included in the Contract. Owner's acceptance of a proposed cost does not authorize Contractor to proceed or change the Contract Times or Contract Price.

Subconsultant or Subcontractor – Any person or business entity employed to perform part of the Work under the control of the Contractor, including any supplier, distributor, or firm that furnishes supplies or services to Contractor.

Willamette Water Supply System (WWSS) – Complete drinking water infrastructure system consisting of, but is not limited to, the following components: raw water intake, raw water transmission pipeline, raw water pump station, new water treatment plant, finished water pump station, finished water transmission pipelines, terminal storage reservoir(s), associated controls, and appurtenances.

Work – The Materials Testing and Inspection Services or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to the Work. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to complete the Materials Testing and Inspection Services as required by the Contract Documents and Exhibit B.

Work Change Directive – A written directive issued on or after the Effective Date of the Contract, signed to by both Parties authorizing an addition, deletion, or revision in the Work, under which the Work is to be performed. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the Parties expect that the change directed or documented by a Work Change Directive shall be incorporated in a subsequently issued Change Order as to its effect, if any, on the Contract Price or Contract Times.

2. EFFECTIVE DATE AND DURATION OF CONTRACT

- 2.1 This Contract shall become effective on the date of the Contract's execution by Owner. Unless earlier terminated, this Contract shall remain in full force and effect until March

26, 2026, unless amended by mutual consent of the Parties by written Change Order to this Contract. Expiration of this Contract shall not extinguish or prejudice Owner's rights to enforce the Contract with respect to breach or default or defective performance that has not been cured.

3. PERFORMANCE OF WORK

- 3.1 Contractor shall perform the work described in Exhibit B – Bid Form, the terms of which are incorporated by reference as though fully set forth, including providing such advice, recommendations, and information as requested by Owner. Time is of the essence for this Contract.
- 3.2 Contractor agrees to perform services with the same standard of care, skill and diligence normally employed by contractors performing the same or similar services and shall require that Subcontractors, if any, have the level of skill in the area commensurate with the requirements of the Work to be performed. Contractor shall re-perform any Work not meeting this standard without additional compensation.
- 3.3 Contractor shall adhere to all health and safety regulations applicable to a site where the Work is being performed, including any measures related to health and safety implemented by Owner or Owner's contractor(s) controlling the site where the Work is to be performed.

4. CONTRACT PRICE

- 4.1 Owner shall pay Contractor for Work completed in accordance with this Contract, inclusive of all costs, as set forth in the Exhibit B – Bid Form submitted by the Contractor ("Contract Price"). The Contract Price shall not exceed One Million Two Hundred Thirty-Six Thousand One Hundred and Eighty Dollars and Zero Cents (\$1,236,180.00) unless authorized by Owner in accordance with Section 8 of this Contract.

5. COMPENSATION

- 5.1 The Billing Rates include all direct project costs associated with labor, profit, and overhead expenses (including, but not limited to, taxes of any kind, insurance, office costs, all commuting expenses for Contractor staff, telephones and cellular phones, computers, software, computer support, copiers, facsimiles, printers, other miscellaneous office costs, and other fringe benefits). The Parties agree the Billing Rates shall be used during the entire term of the Contract, including all Change Orders.
- 5.2 All other direct costs (ODCs) shall be established based on the Work that is being requested. ODCs shall be reimbursed at cost to Contractor without mark ups.

6. PAYMENT

- 6.1 Contractor's labor rates for the work shall be in accordance with Exhibit B – Bid Form.
- 6.2 On or before the 10th day of each month, Contractor shall prepare and submit an invoice in a manner acceptable to Owner's Representative for Work completed since the preceding payment period. Each invoice shall be accompanied by supporting

documentation as required by Owner's Representative. Owner's Representative will, within ten (10) days of receipt of each invoice indicate in writing their acceptance or return the invoice indicating in writing the reasons for refusing to accept the invoice.

Payment terms are Net 30 upon receipt of a complete and accurate invoice. Original invoices shall be emailed to the address below in a format that cannot be altered.

WWSP Program Controls
wwsp@tvwd.org

- 6.3 If Owners have a good-faith dispute regarding payment to Contractor, the Parties will use their best efforts to resolve the dispute between themselves. However, if such a dispute arises, Contractor may not stop or delay in any manner its Work pursuant to this Contract. Owners' are committed to paying invoices within the terms of the Contract for undisputed amounts. Owners will not pay any late charges or service charges that may be incurred by Contractor or its Subcontractors due to late or disputed payments.
- 6.4 Owners will provide a Quarterly Spend Report for Contractor to complete and submit (Exhibit F – Contractor Spend Report Template) which includes, at a minimum, the following information:
- Total amount spent by Contractor and each Subcontractor, vendor, and supplier for the quarter;
 - Subcontractor name, address and type of service(s) provided;
 - Other business attributes that may be required by Owners.

Owners will provide a quarterly template update to Contractor by the 15th day of the last month for each calendar quarter for the entire duration of this Contract. Owners reserve the right to withhold payment, without incurring additional expense from Contractor, if Contractor fails to submit the report within fifteen (15) Days of the end of each calendar quarter.

7. CONTRACT DOCUMENTS

- 7.1 The documents which comprise the entire Contract between Owner and Contractor concerning the Work consist of the following, all of which are incorporated into and form the entire Contract ("Contract Documents"):
- 7.1.1 This Contract
 - 7.1.2 Exhibit A
 - 7.1.3 Exhibit B – Bid Form
 - 7.1.4 Exhibit C – Contract
 - 7.1.5 Exhibit D – Contractor Solicitation Response and documentation submitted prior to Notice of Award
 - 7.1.6 Exhibit E – Contractor Insurance Certificates

- 7.1.7 Exhibit F - Net Spend Report Template
- 7.1.8 Exhibit J – WIFIA Program Requirements Dec 2020 Rev
- 7.1.9 Notice(s) to Proceed
- 7.1.10 Change Orders issued after the Effective Date of the Contract not attached hereto.

8. CHANGES TO CONTRACT

- 8.1 No provision of this Contract, including any of the Contract Documents, shall be waived, altered, modified, supplemented, extended, or amended, in any manner whatsoever, except by written Change Order, executed by both Parties. Owner shall not be liable for payment of any additional work performed by Contractor not previously authorized by Owner by written Change Order and incorporated into the contract.

9. USE OF DOCUMENTS

- 9.1 Contractor's Work is the property of Owners and its assigns after payment to Contractor. Owners and Contractor agree that all original documents prepared by Contractor and its Subcontractors, in whatever form and/or stage of completion, for the Project are the sole and exclusive property of Owners and its assigns. Owners shall be furnished with such reproductions of the documents, including native file formats, as Owners may reasonably require. All such reproductions shall be the property of Owners who may use them without Contractor's permission for any proper purpose, including, but not limited to, additions to, expansion of or completion of the Project.
- 9.2 Owners may make and retain copies of Documents for information and reference in connection with the use on the Project by Owners. Such Documents are not intended or represented to be suitable for use by Owners or others on any other Project. Any such reuse or modifications without written verification or adaptation by Contractor, as appropriate for the specific purpose intended, will be at Owners' sole risk and without liability or legal exposure to Contractor or to Contractor's Subcontractors.

10. INDEPENDENT CONTRACTOR

- 10.1 During the Term of this Contract, Contractor shall act at all times as an independent contractor and shall have the responsibility for and control over the details and means of performing the Work. Contractor acknowledges it has the duty to provide continuous, adequate supervision of its personnel, and subcontractors, if any. Nowhere in this Contract shall it be construed or implied that Contractor or any of its subcontractors, affiliates, employees, agents, or representatives are employees, representatives, or agents of Owner. Contractor shall be subject to the direction of Owner only with respect to Exhibit B – Bid Form and the general results required by this Contract. Contractor acknowledges and agrees that it is not entitled to indemnification by the Owner or the provision of a defense under ORS 30.285 and waives any right thereto.
- 10.2 Contractor shall not make any commitment nor incur any charge or expense in Owner's name, or binding on the Owner, without the prior written approval of Owner. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes,

unemployment benefits or any other form of compensation or benefits to Contractor or any of Contractor's employees, agents, subcontractors, or other personnel performing, directly or indirectly, the Work specified herein. Further, it is expressly understood and agreed that neither Contractor nor Contractor's employees, agents, subcontractors, or other personnel shall be entitled to any Owner's payroll, insurance, unemployment, Worker's Compensation, retirement or any other benefits whatsoever.

11. SUBCONTRACTOR AND SUBCONSULTANTS

- 11.1 Contractor may retain Subcontractors and Subconsultants to carry out the Work outlined in this Contract. Owners reserve the right to approve all Subcontractors and Subconsultants prior to their use by Contractor. There shall be no relationship, fiduciary or otherwise, between Owners and the Subcontractors and Subconsultants hired by Contractor. At all times, Contractor is and will remain fully responsible for the performance of its Subconsultants, Subcontractors, and suppliers.
- 11.2 Contractor shall ensure all Work performed for Contractor by a Subcontractor or Subconsultant will be pursuant to an appropriate contract between Contractor and the Subcontractor or supplier, which specifically binds the Subcontractor and Subconsultants to the applicable terms and conditions of this Contract, including the confidentiality provisions, in writing.
- 11.3 Contracts between Contractor and Subconsultants, Subcontractors or suppliers will contain provisions whereby the Subconsultant, Subcontractor or supplier waives all rights against Owners, Engineer, Owners' consultants, and all other individuals or entities identified herein to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and Subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subconsultant, Subcontractor or supplier, Engineer will obtain the same.

12. CONFIDENTIALITY

- 12.1 Owner may provide Contractor with confidential information for the purposes of this Contract. No reports, information and data given to Contractor or prepared or assembled by Contractor under this Contract shall be made available to any individual or organization by Contractor without the prior written approval of Owner, a court order or governmental investigation. Contractor shall agree to and sign a Confidentiality Agreement for this purpose.

13. OWNERS FURNISHED DATA

- 13.1 Owner shall provide to Contractor data required for performance of the Work. However, nothing herein shall relieve Contractor from making such independent review and verification of information provided as necessary to meet Contractor's standard of care as set forth in Section 3.

14. SUCCESSORS AND ASSIGNS

14.1 Each Party binds itself, and any partner, successor, executor, administrator, or assign to this Contract. The Contractor shall not assign or transfer their interest or obligation hereunder in this Contract without the written consent of the Owner. Any attempted assignment or transfer for this Work without written consent of the Owner shall be void.

15. THIRD-PARTY BENEFICIARIES

15.1 There are no third-party beneficiaries.

16. COMPLIANCE WITH APPLICABLE LAW**16.1 Generally**

Contractor shall keep itself fully informed of and shall fully comply with all federal, state, regional, and local laws, rules, regulations, ordinances, and orders pertaining in any manner to this Contract and the rules, regulations and orders of any agency or authority having jurisdiction over the Work under this Contract or persons employed or engaged therein. Contractor shall pay all taxes, including federal, state, regional, county, and city taxes, and taxes of any other governmental entity, applicable to Contractor and to the services performed or materials provided under this Contract. All permits, licenses, and fees necessary for prosecution and completion of the Work shall be secured and paid for by Contractor, unless otherwise specified by Owner.

The following paragraphs include, without limitation, the standard contract clauses that are required in every public contract in accordance with the Oregon Revised Statutes Chapter 279B and the provisions of ORS 279B.220, 279B.225, 279B.230 and 279B.235. As such, these paragraphs are applicable, to the extent they apply, to this Contract. This Contract includes by this reference any other standard contract clauses required by federal, state, and local laws, ordinances, and regulations.

16.2 Prompt Payment

Contractor shall promptly pay as due all of its obligations arising out of or in connection with the Work, including, but not limited to, payments: (1) to all persons supplying to Contractor labor, equipment, services, or materials for the performance of the Work; (2) of all applicable contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor or subcontractor incurred in the performance of the Work; and (3) to the Department of Revenue of all sums withheld from employees under ORS 316.167.

16.3 Hours of Labor

Contractor shall pay employees at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week and legal holidays described in ORS 279B.020, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

16.4 Workers' Compensation

All employers, including Contractor, that employ subject workers who work under this Contract in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors comply with these requirements.

16.5 Prompt Payment for Medical Services

Contractor shall promptly make payment, as due, to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or Contract for the purpose of providing or paying for the services.

16.6 Compliance with Laws/Tax Laws

Contractor shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, orders, and rulings including, without limitation, those governing labor, materials, equipment, construction procedures, safety, health, sanitation, and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor represents and warrants that it not delinquent in the filing or payment of any Oregon income taxes, Oregon personal property taxes, Oregon municipal taxes, or Oregon real property taxes and that it has otherwise complied with all Oregon tax laws and all tax laws of those Oregon municipalities to which Contractor is subject. By signing this Contract, Contractor declares that it has complied with all of the State of Oregon's tax laws at the time of Contract execution and will comply with same for the life of this Contract.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all applicable regulations and administrative rules established pursuant to the foregoing laws: and (x) all other applicable requirements of federal, state and local rules and regulations., which are incorporated as required by law.

16.7 Recycled Materials

Contractor, in performance of the Work under this Contract, shall use recycled paper as defined in ORS 279A.010 (1) (ee), recycled PETE products as defined in ORS 279A.010 (1) (ff), and other recycled plastic resin products to the maximum extent economically feasible.

16.8 WIFIA

Contractor acknowledges that one or more member agencies for the WWSS Commission are receiving Federal funding assistance through the Water Infrastructure Finance and Innovation Act (WIFIA). The WWSS Commission has provided to Contractor its “WIFIA Program Requirements” in Exhibit J. Contractor expressly agrees to comply with these WIFIA Program Requirements to the extent they are applicable to the Contractors services under this Contract.

17. INSURANCE

17.1 At the time of execution of this Contract, Contractor shall provide Owner with certificates of insurance for all insurance coverage indicated in the table below. Notice to Proceed will not be issued to Contractor until the certificate of insurance is submitted to Owner. Contractor shall maintain in full force and effect for the term of this Contract, as Contractor’s expense. Owner reserves the right to withhold payments to Contractor in the event of noncompliance with the insurance requirements outlined in this Section 14.

<p><u>Workers Compensation</u></p>	<p>Statutory Limits for states and federal (e.g., Longshoreman) where work is performed and/or where benefits can be claimed. Waiver of subrogation in favor of Owner shall be obtained. Coverage shall remain in effect for the duration of the Contract.</p> <p>Contractor and Subcontractors that employ workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.</p> <p>In accordance with ORS 279C.530, Contractor shall promptly, as due, make payment to any entity furnishing care for incidents due to sickness or injury, to employees of Contractor, of all sums which Contractor agrees to pay for such care and all moneys which Contractor deducted from the wages of employees pursuant to any law, contract, or Contract for the purpose of providing or paying for such service.</p>
<p><u>Employers Liability</u></p>	<p>\$1,000,000 – Each Occurrence \$1,000,000 – Disease: Each Employee \$1,000,000 – Disease: Policy Limit</p> <p>Coverage shall remain in effect for the duration of the Contract.</p>

<p><u>Commercial General Liability</u></p> <ul style="list-style-type: none"> Specifically including (or not excluding) and not limited to coverage for premises & operations, products & completed operations, contractual liability, independent contractors, offsite operations and storage 	<p>\$1,000,000 – Each Occurrence \$2,000,000 – Policy Aggregate</p>
<p><u>Automobile Liability</u></p> <ul style="list-style-type: none"> All owned, hired, and non-owned vehicles. 	<p>\$1,000,000 – Each Occurrence, property damage / bodily injury Combined Single Limit (“CSL”)</p>
<p><u>Umbrella or Excess Liability</u></p> <p>Excess of the primary Commercial General Liability, Automobile Liability.</p>	<p>When required, in combination with the primary policy to meet the requirements for Commercial General Liability and/or Automobile Liability.</p>
<p><u>Professional Liability</u></p>	<p>\$1,000,000 – Each Occurrence (or claims made) \$1,000,000 – Policy Aggregate</p>
<p><u>Additional Insured</u></p> <ul style="list-style-type: none"> All coverages except Workers Compensation/Employers Liability and Professional Liability <p>Specifically including for completed operations exposure</p>	<p>Additional Insureds shall include: The Owner, its officers, Commissioners, agents and employees, as well as the parties to the Commission: Tualatin Valley Water District, its members, officers, boards, agents and employees and the City of Hillsboro, the Hillsboro Utilities Commission, its members, officers, boards, agents and employees, and the City of Beaverton, its members, officers, boards, agents and employees, as well as Stanted Consulting Services Inc., its members, officers, boards, agents and employees, and Carollo Engineers, Inc., its members, officers, boards, agents and employees, its related and affiliated companies, subcontractors, and the officers, directors, partners, shareholders, employees, agents and representatives thereof, the US Government Environmental Protection Agency; Project specific Engineer, its members, officers, boards, agents and employees; and other individuals or entities, as may be directed by the Owner from time to time.</p>

Other Requirements

- Contractor shall require carrier(s) to provide (30) days written notice to Owner prior to any cancellation, except for non-payment, which shall be the number of days for notice set forth in the policy.
- Contractor shall provide (30) days written notice to Owner prior to any material reduction or modifications.
- Contractor's insurance is primary and insurance held by Owner is excess and non-contributory.
- If Contractor does not comply with this provision, Owner may, in addition to any other remedies it may have, terminate this Contract, subject to any provision of this Contract.

18. INDEMNIFICATION

18.1 Contractor shall indemnify and hold harmless the Owner, its officers, Commissioners, agents and employees, as well as the parties to the Commission: Tualatin Valley Water District ("District"), its members, officers, boards, agents and employees, the City of Hillsboro, the Hillsboro Utilities Commission, its members, officers, boards, agents and employees, and the City of Beaverton, its members, officers, boards, agents and employees; Stantec Consulting Services, Inc., its members, officers, boards, agents and employees, and Carollo Engineers, Inc., its members, officers, boards, agents and employees (collectively, "Indemnified Parties") against all liability, claims, suits or actions of whatsoever nature, loss or expenses, fees (including, but not limited to, attorney, engineer, architect, other professionals and court costs) and against all claims, actions or judgments based upon or arising out of damage, injury or death to persons or property to the extent caused by any negligent act or omission by the Contractor. Contractor shall obtain similar indemnification for anyone acting on Contractor's behalf in connection with, or incidental to, this Contract for the Work to be performed hereunder for that person or entity's negligence. Provided, however, that nothing herewith shall be construed to require indemnification of the Indemnified Parties to the extent attributable to their own negligence. In addition, Contractor expressly agrees to defend, indemnify and hold harmless the Indemnified Parties against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to Owner by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the Owner's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

19. RECORD KEEPING

19.1 Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for a minimum of three (3) years following final payment, except as required longer by law.

20. ACCESS TO RECORDS

20.1 Contractor agrees that Owner and their authorized representatives shall have access to all books, documents, papers and records of the Contractor that are directly related to the Contract for the purpose of making any audit, examination, copies, excerpts and transcripts.

21. FOREIGN CONTRACTOR

21.1 If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

22. GOVERNING LAW; JURISDICTION; VENUE

22.1 This Contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any other jurisdiction's conflict of laws, rules or doctrines. Venue shall lie in the Circuit Court of the State of Oregon for the County of Washington. If Federal jurisdiction and venue is established, venue shall lie in the United States District Court in Portland, Oregon.

23. OWNERSHIP OF WORK PRODUCT; LICENSE

23.1 All work products of Contractor that result from this Contract ("Work Products") are the exclusive property of Owner. If any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent or trademark laws or state trade secret laws, Contractor hereby grants Owner a perpetual, royalty-free fully paid, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so, all such Work Products and any other information, designs, plans, or information provided or delivered to Owner or produced by Contractor under this Contract. The Parties expressly agree that all works produced pursuant to this Contract are works specifically commissioned by Owner and that Contractor shall obtain written permission from Owner before publishing, displaying or using any Work or Work Products resulting from this Contract.

23.2 All original written material and other documentation, including background data documentation, and staff work that is preliminary to final reports, originated and prepared for Owner under the Contract Documents, shall be the exclusive property of Owner. Contractor will not use any written or other materials developed for Owner under the Contract Documents in developing materials for others, except as may be specifically provided in writing to the contrary.

23.3 This Contract shall not preclude Contractor from independently developing materials which may be similar to materials developed pursuant to the Contract Documents.

24. CORRECTION OF ERRORS AND OMISSIONS

24.1 Contractor shall perform such additional work as may be necessary to correct errors or omissions in the Work required under this Contract without undue delays and without additional cost to Owner.

25. SUSPENSION, DELAY OR INTERRUPTION OF WORK

25.1 Owner may suspend, delay, or interrupt all or part of the Work being performed by Contractor for Owner's convenience. In the event of suspension, delay or interruption of work, Owner shall compensate Contractor per the agreed upon compensation rates for Work satisfactorily performed to the date of suspension, delay or interruption of Work.

26. TERMINATION

26.1 This Contract may be terminated at any time by mutual consent of both Parties, or by Owner upon thirty (30) days written notice, or upon ten (10) days written notice for breach of this Contract. Notice shall be provided as outlined in Section 26.

26.2 Termination for Cause

If Contractor breaches this Contract, Owner will notify Contractor in writing and allow Contractor to cure any breach or to submit a plan to cure such breach within five (5) days of such written notice. If Contractor's breach remains uncured five (5) days following written notice of said breach by Owner, or Owner has not accepted Contractor's proposed plan to cure the breach within a reasonable time, Owner may immediately terminate this Contract upon written notice specifying in writing the effective date thereof. Owner shall only pay Contractor for Work completed and accepted by Owner up to the effective date of the notice to terminate.

26.3 Termination for Convenience

Owner may terminate this Contract at any time upon thirty (30) days' written notice specifying the effective date thereof, if Owner determines that such termination is in Owner's best interest.

26.4 Termination Costs

After receipt of written notification that this Contract has been terminated for convenience, Contractor shall incur no further costs other than reasonable termination costs associated with current activities related to this Contract. In the event of termination, Contractor's sole remedy shall be a claim for the sum designated for Work completed and accepted by Owner and related closeout costs, such as terminating contracts with subcontractors, less previous amounts paid and offset for any claim or claims which the Owner have against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor, Contractor shall pay any excess to Owner within thirty (30) days of the termination effective date.

26.5 Ownership of Work Product

In the event of termination, all finished and unfinished deliverables prepared by Contractor pursuant to this Contract shall become the sole property of Owner.

Contractor shall be compensated in accordance with this Contract for all work performed in accordance with this Contract up to the effective date of termination.

26.6 Right to Set-Off and Other Remedies

Termination shall not relieve Contractor from liability to Owner for damages sustained as the result of Contractor's breach of this Contract; and Owner may withhold funds otherwise due under this Contract or any other Contract Owner may have with Contractor, regardless of subject matter, in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

If this Contract is terminated for cause as provided herein and it is subsequently determined that Owner's termination of this Contract for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures of this Contract related to a termination for convenience shall apply.

27. NOTICE

27.1 All legal notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person or mailed by United States First Class mail, postage prepaid addressed to the Parties at the addresses stated below:

If to Owner:

Willamette Water Supply System Commission
David Kraska
Program Director
1850 SW 170th Avenue
Beaverton, Oregon 97003

If to Contractor:

Carlson Testing, Inc.
Steve Leach
PO Box 230997
Tigard, OR 97281

28. NON-APPROPRIATION OF FUNDS

28.1 The continuance of this Contract is contingent upon the appropriation of funds by Owner to fulfill the requirements of the Contract. If Owner fails to appropriate sufficient monies to provide for the continuance of the Contract, or if such appropriation is reduced to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, the effect of such reduction would provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which the funds are not appropriated, unless sooner terminated under Section 25.

29. ATTORNEY FEES

29.1 If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute and expert witness fees, any such amount which a court, including any appellate court, may adjudge reasonable as attorney fees.

30. SEVERABILITY

30.1 The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

31. SURVIVAL OF COVENANTS

31.1 The covenants of this Contract shall survive the expiration or termination of this Contract with respect to compensation, payment, confidentiality, appropriation of funds, record keeping, access to records, and indemnification.

32. FORCE MAJEURE

32.1 Neither Owner nor Contractor shall be held responsible for delay or default caused by fire, flood, strikes, riot, acts of God, acts of government, or war where such cause was beyond, respectively, Owner's or Contractor's reasonable control.

33. WAIVER

33.1 The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

34. MERGER

34.1 This Contract, together with all other Contract Documents, constitutes the entire Contract between the Parties with respect to the Work.

35. MEDIATION

35.1 Should any dispute arise between the Parties to this Contract, it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation. The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both Parties. Mediation will be conducted in Portland, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good faith efforts to resolve disputes covered by this Section through this mediation process. If party requests mediation and the other party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The Parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

36. DUTY TO DISCLOSE

36.1 Contractor shall disclose to Owner at any time during the term of this Contract; any debarment, criminal conviction, or civil penalty from a court or regulatory agency or civil judgment ("Sanctions") against Contractor. Contractor shall provide an explanation as to why such actions, errors or omissions that form the basis for the Sanctions do not have an adverse impact on Contractor's responsibility and ability to perform the Work. Contractor shall also provide documentation of actions taken to assure that such actions, errors, or omissions will not recur.

37. ENTIRE CONTRACT

37.1 This Contract with all referenced exhibits, appendices or attachments represents the entire understanding of the Owner and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except by written Change Order signed by both Parties.

38. COUNTERPARTS; COPIES OF SIGNATURES

38.1 This Contract and Change Orders may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

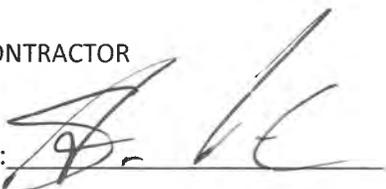
IN WITNESS WHEREOF, the Parties have executed this Contract effective the day and year first above written.

OWNERS

By: David Kraska
Program Director

Date: _____

CONTRACTOR

By: 
Steven W. Leach, CEO

Date: November 2, 2022

Consultant:
Carlson
Testing,
Inc.

**Exhibit B – Bid Form
Willamette Water Supply Program
Water Treatment Plant_1.0**

Construction Materials Testing and Inspection Services

Task & Description	Unit	Quantity	Total
TASK 1.1 General Consultation			
Project Manager meeting attendance as requested. (Rate Includes all costs for travel to and from the meeting location, and all overhead and administrative costs.)	\$ 97 /Hour	330	\$ 32,010
TASK 1.2 Certified Structural Steel Welding Inspection – see Tables 3A, 3C and 3D on Sheets 01-S-60001 through 01-S-60004			
Task 1.2.1			
Review pipe manufacturer's welding processes and quality control procedures (Unit price includes all costs for travel to and from the manufacturer's facility, labor, time on site, non-destructive testing methods, equipment and material expenses, report preparation, and all overhead and administrative costs. Assume 8 hours total per visit.)	(\$80/hr x 8 hours) \$ 640 /Each	20	\$ 12,800
Task 1.2.2			
Certified Welding Inspections including visual inspection. Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	\$ 80 /Hour	400	\$ 32,000
Task 1.2.3			
Certified Welding Inspections including visual inspection and non-destructive testing including magnetic particle or ultrasonic testing methods (Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	\$ 80 /Hour	2000	\$ 160,000
Task 1.2.4			
Additional Ultrasonic Testing Supplies and Equipment for each UT test. (Unit price includes additional subconsultant labor, equipment and material expenses for each ultrasonic weld inspection performed that are not included in the hourly rate for certified welding inspection, Task 1.2.3. Direct Labor will be paid per the hourly rate for certified welding inspection task 1.2.3.)	Supplied, No Charge \$ /Each	100	\$ No Charge
Task 1.2.5			
Certified Welding Inspections including visual inspection for structural steel. (Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	\$ 80 /Hour	1000	\$ 80,000
TASK 1.3 Certified Structural Steel Bolting Inspection – see Table 3B on Sheets 01-S-60001 through 01-S-60004			

Consultant:
Carlson
Testing,
Inc.

**Exhibit B – Bid Form
Willamette Water Supply Program
Water Treatment Plant_1.0**

Construction Materials Testing and Inspection Services

<p>Task 1.3.1 Review bolt manufacturer's installation processes and quality control procedures <i>(Unit price includes all costs for travel to and from the manufacturer's facility, labor, time on site, non-destructive testing methods, equipment and material expenses, report preparation, and all overhead and administrative costs. Assume 8 hours total per visit.)</i></p>	<p align="center">(\$80/hr x 8 hours) \$ 640 /Each</p>	<p align="center">20</p>	<p align="center">\$ 12,800</p>
<p>Task 1.3.2 Certified Bolting Inspections including visual inspection prior to bolting. <i>(Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)</i></p>	<p align="center">\$ 80 /Hour</p>	<p align="center">500</p>	<p align="center">\$ 40,000</p>
<p>Task 1.3.3 Certified Bolting Inspections including visual inspection during bolting <i>(Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)</i></p>	<p align="center">\$ 80 /Hour</p>	<p align="center">1000</p>	<p align="center">\$ 80,000</p>
<p>Tasks 1.3.4 Certified Bolting Inspections including visual inspection and testing after bolting. Document acceptance or rejection of all bolted connections <i>(Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)</i></p>	<p align="center">\$ 80 /Hour</p>	<p align="center">200</p>	<p align="center">\$ 16,000</p>
<p>TASK 1.4 Certified Non-Structural Steel Welding Inspection- see Table 4 on Sheets 01-S-60001 through 01-S-60004</p>			
<p>Task 1.4.1 Review cold-formed steel manufacturer's welding processes, quality control procedures and certified mil test reports <i>(Unit price includes all costs for travel to and from the manufacturer's facility, labor, time on site, non-destructive testing methods, equipment and material expenses, report preparation, and all overhead and administrative costs. Assume 8 hours total per visit.)</i></p>	<p align="center">\$ 640 /Each</p>	<p align="center">10</p>	<p align="center">\$ 6,400</p>
<p>Task 1.4.2 Certified Welding Inspections including visual inspection of cold-formed steel deck. <i>(Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)</i></p>	<p align="center">\$ 80 /Hour</p>	<p align="center">400</p>	<p align="center">\$ 32,000</p>
<p>TASK 1.5 Certified Seismic Resistance Inspection – see Table 5 and 6 on Sheets 01-S-60001 through 01-S-60004</p>			

Consultant:
Carlson
Testing,
Inc.

**Exhibit B – Bid Form
Willamette Water Supply Program
Water Treatment Plant_1.0**

Construction Materials Testing and Inspection Services

Task 1.5.1 Review seismic systems including manufacturers certificate of compliance reports and anchorage requirements <i>(Unit price includes all costs for travel to and from the manufacturer's facility, labor, time on site, non-destructive testing methods, equipment and material expenses, report preparation, and all overhead and administrative costs. Assume 8 hours total per visit.)</i>	(\$80/hr x 8 hours) \$ 640 /Each	20	\$ 12,800
Task 1.5.2 Certified Welding Inspections including visual inspection for seismic force resistance systems. <i>(Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)</i>	\$ 80 /Hour	300	\$ 24,000
Task 1.5.3 Additional non-destructive testing of seismic force resistance systems including anchorage, bolting and vibration isolation systems. <i>(Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)</i>	\$ 80 /Hour	1000	\$ 80,000
TASK 1.6 Soils Testing – see Table 1 on Sheets 01-S-60001 through 01-S-60004			
Task 1.6.1 Proctor Analysis <i>(Unit price includes laboratory analysis, report preparation and administrative costs. Travel to and from site, time on site, and labor for obtaining and transporting samples shall be included in hourly rates in task 1.6.3)</i>	\$ 270 /Each	30	\$ 8,100
Task & Description	Unit	Quantity	Total
Task 1.6.2 Soils Gradation <i>(Unit price includes laboratory analysis, report preparation and administrative costs. Travel to and from site, time on site, and labor for obtaining and transporting samples shall be included in hourly rates in task 1.6.3)</i>	\$ 135 /Each	10	\$ 1,350
Task 1.6.3 Soils Field Inspection Including nuclear density inspections, obtaining and transporting material samples <i>(Rate shall include all costs for travel to and from the Site, labor, time on site, report preparation, and all overhead and administrative costs.)</i>	\$ 70 /Hour	2000	\$ 140,000
Task 1.6.4 Asphalt Concrete Paving Density Inspection and Testing Including nuclear density inspections and densometer testing. <i>(Rate shall include all costs for travel to and from the Site, labor, time on site, report preparation, and all overhead and administrative costs.)</i>	\$ 70 /Hour	400	\$ 28,000
TASK 1.7 Concrete/CLSM Materials Testing – see Table 2 on Sheets 01-S-60001 through 01-S-60004			

Consultant:
Carlson
Testing,
Inc.

**Exhibit B – Bid Form
Willamette Water Supply Program
Water Treatment Plant_1.0**

Construction Materials Testing and Inspection Services

Task 1.7.1 Compressive Strength Testing <i>(Unit price includes laboratory analysis, report preparation and administrative costs for compressive strength testing for concrete and controlled low strength material for 6 collected cylinders, assuming 4 cylinder breaks needed per set. Labor for preparing, curing, obtaining and transporting samples to be included in task 1.7.2)</i>	(\$25/ea x 6 cylinders) \$ 150 /Set	600	\$ 90,000
Task 1.7.2 Concrete Field Inspection Price includes labor and associated materials for special inspection, slump testing, air content testing, temperature testing, and obtaining and transporting material samples for task 1.7.1 <i>(Rate shall include all costs for travel to and from the Site, labor, equipment and material expenses, time on site, report preparation, and all overhead and administrative costs.)</i>	\$ 70 /Hour	2000	\$ 140,000
TASK 1.8 Masonry Materials Testing – see Table 7 on Sheets 01-S-60001 through 01-S-60004			
Task 1.8.1 Verify size and location of structural elements including anchorage details, framing and other construction <i>(Unit price includes all costs for travel to and from the manufacturer's facility, labor, time on site, non-destructive testing methods, equipment and material expenses, report preparation, and all overhead and administrative costs. Assume 8 hours total per visit.)</i>	(\$70/hr x 8 hours) \$ 560 /Each	10	\$ 5,600
Task 1.8.2 Compressive Strength Testing <i>(Unit price includes laboratory analysis, report preparation and administrative costs for compressive strength testing for concrete and controlled low strength material for 6 collected prisms, assuming 4 prism breaks needed per set. Labor for preparing, curing, obtaining and transporting samples to be included in task 1.8.3)</i>	(\$110/ea x 6 prisms) \$ 660 /Set	20	\$ 13,200
Task 1.8.3 Masonry Field Inspection Price includes labor and associated materials for special inspection, slump testing, air content testing, temperature testing, and obtaining and transporting material samples for tasks 1.8.2 <i>(Rate shall include all costs for travel to and from the Site, labor, equipment and material expenses, time on site, report preparation, and all overhead and administrative costs.)</i>	\$ 70 /Hour	1000	\$ 70,000
TASK 1.10 Other Special Inspections			
Task & Description	Unit	Quantity	Total
Tasks 1.10.1 through 1.10.13 <i>Rates shall include all costs for travel to and from the Site, labor, equipment and material expenses, time on site, report preparation, and all overhead and administrative costs.</i>		see below	
Task 1.10.1 Additional Required Special Inspections and Tests of Structural Steel - Welding (not covered by Task 1.2 above)	\$ 80 /Hour	420	\$ 33,600

Consultant:
Carlson
Testing,
Inc.

**Exhibit B – Bid Form
Willamette Water Supply Program
Water Treatment Plant_1.0**

Construction Materials Testing and Inspection Services

Task 1.10.2 Additional Required Special Inspections and Tests of Structural Steel - Bolting (not covered by Task 1.3 above)	\$ 80 /Hour	210	\$ 16,800
Task 1.10.3 Additional Required Special Inspections and Tests of Steel Construction other than Structural Steel (not covered by Task 1.4 above)	\$ 80 /Hour	50	\$ 4,000
Task 1.10.4 Additional Required Special Inspections and Tests for Seismic Resistance (not covered by Task 1.5 above)	\$ 80 /Hour	150	\$ 12,000
Task 1.10.5 Additional Required Special Inspections and Tests of Soils (not covered by Task 1.6 above)	\$ 70 /Hour	300	\$ 21,000
Task 1.10.6 Additional Required Special Inspections and Tests of Concrete (not covered by Task 1.7 above)	\$ 70 /Hour	250	\$ 17,500
Task 1.10.7 Additional Required Level B Verifications and Inspections of Masonry Construction (not covered by Task 1.8 above)	\$ 70 /Hour	120	\$ 8,400
1.11 Project Completion Report including Final Report of Special Inspections			
Project Completion Report	\$ 97 /Hour	60	\$ 5,820
TOTAL			\$ 1,236,180.00

***Notes:**

- All unit prices shall also include Project Manager coordination and scheduling, supervision and quality control of testing results and reports, data interpretation, overhead, and administrative and clerical costs.
- Services will be periodically needed over the project duration, including periods of time where no services are provided. During periods when no services are required by Owners, there shall be no compensable Consultant expenses or invoices.
- Actual quantities may vary and may be adjusted after the effective date of the Task Order.

Consultant:
Carlson
Testing,
Inc.

Exhibit B – Bid Form
Willamette Water Supply Program
Water Treatment Plant_1.0

Construction Materials Testing and Inspection Services

Submitted on Nov. 16, 2022

Signature of Respondent



Printed Name

Steven W. Leach

Doing Business as

Carlson Testing, Inc.

Address

8430 SW Hunziker Street

Tigard, OR 97223

Phone Number

503-684-3460

Client: Willamette Water Supply Program
Project: RFP-WTP-0400822
Description: WTP_1.0 Materials Testing & Special Inspection

				Carlson Testing, Inc		Intertek-PSI		Northwest Testing, Inc.	
Item No.	Item Description	Unit	Qty	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price
1	Task 1.1 General Consultaion Project Manager meeting attendance as requested. (Rate Includes all costs for travel to and from the meeting location, and all overhead and administrative costs.)	HR	330	\$ 97.00	\$ 32,010.00	\$ 115.00	\$ 37,950.00	\$ 130.00	\$ 42,900.00
	TASK 1.2 Certified Structural Steel Welding Inspection – see Tables 3A, 3C and 3D on Sheets 01- S-60001 through 01-S-60004								
2	Task 1.2.1 Review pipe manufacturer’s welding processes and quality control procedures (Unit price includes all costs for travel to and from the manufacturer’s facility, labor, time on site, non- destructive testing methods, equipment and material expenses, report preparation, and all overhead and administrative costs. Assume 8 hours total per visit.)	EA	20	\$ 640.00	\$ 12,800.00	\$ 750.00	\$ 15,000.00	\$ 950.00	\$ 19,000.00
3	Task 1.2.2 Certified Welding Inspections including visual inspection. Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	HR	400	\$ 80.00	\$ 32,000.00	\$ 115.00	\$ 46,000.00	\$ 90.00	\$ 36,000.00
4	Task 1.2.3 Certified Welding Inspections including visual inspection and non-destructive testing including magnetic particle or ultrasonic testing methods (Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	HR	2000	\$ 80.00	\$ 160,000.00	\$ 115.00	\$ 230,000.00	\$ 105.00	\$ 210,000.00

Client: Willamette Water Supply Program
Project: RFP-WTP-0400822
Description: WTP_1.0 Materials Testing & Special Inspection

				Carlson Testing, Inc		Intertek-PSI		Northwest Testing, Inc.	
Item No.	Item Description	Unit	Qty	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price
5	Task 1.2.4 Additional Ultrasonic Testing Supplies and Equipment for each UT test. (Unit price includes additional subconsultant labor, equipment and material expenses for each ultrasonic weld inspection performed that are not included in the hourly rate for certified welding inspection, Task 1.2.3. Direct Labor will be paid per the hourly rate for certified welding inspection task 1.2.3.)	EA	100	Included	Included	\$ 75.00	\$ 7,500.00	\$ 40.00	\$ 4,000.00
6	Task 1.2.5 Certified Welding Inspections including visual inspection for structural steel. (Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	HR	1000	\$ 80.00	\$ 80,000.00	\$ 115.00	\$ 115,000.00	\$ 90.00	\$ 90,000.00
TASK 1.3 Certified Structural Steel Bolting Inspection – see Table 3B on Sheets 01-S-60001 through 01-S- 60004									
7	Task 1.3.1 Review bolt manufacturer’s installation processes and quality control procedures (Unit price includes all costs for travel to and from the manufacturer’s facility, labor, time on site, non- destructive testing methods, equipment and material expenses, report preparation, and all overhead and administrative costs. Assume 8 hours total per visit.)	EA	20	\$ 640.00	\$ 12,800.00	\$ 750.00	\$ 15,000.00	\$ 950.00	\$ 19,000.00
8	Task 1.3.2 Certified Bolting Inspections including visual inspection prior to bolting. (Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	HR	500	\$ 80.00	\$ 40,000.00	\$ 115.00	\$ 57,500.00	\$ 90.00	\$ 45,000.00
9	Task 1.3.3 Certified Bolting Inspections including visual inspection during bolting (Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	HR	1000	\$ 80.00	\$ 80,000.00	\$ 115.00	\$ 115,000.00	\$ 90.00	\$ 90,000.00

Client: Willamette Water Supply Program
Project: RFP-WTP-0400822
Description: WTP_1.0 Materials Testing & Special Inspection

				Carlson Testing, Inc		Intertek-PSI		Northwest Testing, Inc.	
Item No.	Item Description	Unit	Qty	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price
10	Tasks 1.3.4 Certified Bolting Inspections including visual inspection and testing after bolting. Document acceptance or rejection of all bolted connections (Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	HR	200	\$ 80.00	\$ 16,000.00	\$ 115.00	\$ 23,000.00	\$ 90.00	\$ 18,000.00
TASK 1.4 Certified Non-Structural Steel Welding Inspection- see Table 4 on Sheets 01-S-60001 through 01-S-60004									
11	Task 1.4.1 Review cold-formed steel manufacturer's welding processes, quality control procedures and certified mil test reports (Unit price includes all costs for travel to and from the manufacturer's facility, labor, time on site, non- destructive testing methods, equipment and material expenses, report preparation, and all overhead and administrative costs. Assume 8 hours total per visit.)	EA	10	\$ 640.00	\$ 6,400.00	\$ 750.00	\$ 7,500.00	\$ 950.00	\$ 9,500.00
12	Task 1.4.2 Certified Welding Inspections including visual inspection of cold-formed steel deck. (Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	HR	400	\$ 80.00	\$ 32,000.00	\$ 115.00	\$ 46,000.00	\$ 90.00	\$ 36,000.00
TASK 1.5 Certified Seismic Resistance Inspection – see Table 5 and 6 on Sheets 01-S-60001 through 01- S-60004									
13	Task 1.5.1 Review seismic systems including manufacturers certificate of compliance reports and anchorage requirements (Unit price includes all costs for travel to and from the manufacturer's facility, labor, time on site, non- destructive testing methods, equipment and material expenses, report preparation, and all overhead and administrative costs. Assume 8 hours total per visit.)	EA	20	\$ 640.00	\$ 12,800.00	\$ 750.00	\$ 15,000.00	\$ 950.00	\$ 19,000.00
14	Task 1.5.2 Certified Welding Inspections including visual inspection for seismic force resistance systems. (Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	HR	300	\$ 80.00	\$ 24,000.00	\$ 115.00	\$ 34,500.00	\$ 90.00	\$ 27,000.00

Client: Willamette Water Supply Program
Project: RFP-WTP-0400822
Description: WTP_1.0 Materials Testing & Special Inspection

Item No.	Item Description	Unit	Qty	Carlson Testing, Inc		Intertek-PSI		Northwest Testing, Inc.	
				Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price
15	Task 1.5.3 Additional non-destructive testing of seismic force resistance systems including anchorage, bolting and vibration isolation systems. (Rate shall include all costs for travel to and from the Site, time on site, equipment and material expenses, report preparation, and all overhead and administrative costs.)	HR	1,000	\$ 80.00	\$ 80,000.00	\$ 115.00	\$ 115,000.00	\$ 90.00	\$ 90,000.00
TASK 1.6 Soils Testing – see Table 1 on Sheets 01- S-60001 through 01-S-60004									
16	Task 1.6.1 Proctor Analysis (Unit price includes laboratory analysis, report preparation and administrative costs. Travel to and from site, time on site, and labor for obtaining and transporting samples shall be included in hourly rates in task 1.6.3)	EA	30	\$ 270.00	\$ 8,100.00	\$ 275.00	\$ 8,250.00	\$ 325.00	\$ 9,750.00
17	Task 1.6.2 Soils Gradation (Unit price includes laboratory analysis, report preparation and administrative costs. Travel to and from site, time on site, and labor for obtaining and transporting samples shall be included in hourly rates in task 1.6.3)	EA	10	\$ 135.00	\$ 1,350.00	\$ 275.00	\$ 2,750.00	\$ 205.00	\$ 2,050.00
18	Task 1.6.3 Soils Field Inspection Including nuclear density inspections, obtaining and transporting material samples (Rate shall include all costs for travel to and from the Site, labor, time on site, report preparation, and all overhead and administrative costs.)	HR	2,000	\$ 70.00	\$ 140,000.00	\$ 95.00	\$ 190,000.00	\$ 80.00	\$ 160,000.00
19	Task 1.6.4 Asphalt Concrete Paving Density Inspection and Testing Including nuclear density inspections and densometer testing. (Rate shall include all costs for travel to and from the Site, labor, time on site, report preparation, and all overhead and administrative costs.)	HR	400	\$ 70.00	\$ 28,000.00	\$ 95.00	\$ 38,000.00	\$ 80.00	\$ 32,000.00
TASK 1.7 Concrete/CLSM Materials Testing – see Table 2 on Sheets 01-S-60001 through 01-S-60004									
20	Task 1.7.1 Compressive Strength Testing (Unit price includes laboratory analysis, report preparation and administrative costs for compressive strength testing for concrete and controlled low strength material for 6 collected cylinders, assuming 4 cylinder breaks needed per set. Labor for preparing, curing, obtaining and transporting samples to be included in task 1.7.2)	SET	600	\$ 150.00	\$ 90,000.00	\$ 175.00	\$ 105,000.00	\$ 150.00	\$ 90,000.00

Client: Willamette Water Supply Program
Project: RFP-WTP-0400822
Description: WTP_1.0 Materials Testing & Special Inspection

				Carlson Testing, Inc		Intertek-PSI		Northwest Testing, Inc.	
Item No.	Item Description	Unit	Qty	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price
21	Task 1.7.2 Concrete Field Inspection Price includes labor and associated materials for special inspection, slump testing, air content testing, temperature testing, and obtaining and transporting material samples for task 1.7.1 (Rate shall include all costs for travel to and from the Site, labor, equipment and material expenses, time on site, report preparation, and all overhead and administrative costs.)	HR	2000	\$ 70.00	\$ 140,000.00	\$ 95.00	\$ 190,000.00	\$ 80.00	\$ 160,000.00
TASK 1.8 Masonry Materials Testing – see Table 7 on Sheets 01-S-60001 through 01-S-60004									
22	Task 1.8.1 Verify size and location of structural elements including anchorage details, framing and other construction (Unit price includes all costs for travel to and from the manufacturer’s facility, labor, time on site, non- destructive testing methods, equipment and material expenses, report preparation, and all overhead and administrative costs. Assume 8 hours total per visit.)	EA	10	\$ 560.00	\$ 5,600.00	\$ 750.00	\$ 7,500.00	\$ 950.00	\$ 9,500.00
23	Task 1.8.2 Compressive Strength Testing (Unit price includes laboratory analysis, report preparation and administrative costs for compressive strength testing for concrete and controlled low strength material for 6 collected prisms, assuming 4 prism breaks needed per set. Labor for preparing, curing, obtaining and transporting samples to be included in task 1.8.3)	SET	20	\$ 660.00	\$ 13,200.00	\$ 720.00	\$ 14,400.00	\$ 150.00	\$ 3,000.00
24	Task 1.8.3 Masonry Field Inspection Price includes labor and associated materials for special inspection, slump testing, air content testing, temperature testing, and obtaining and transporting material samples for tasks 1.8.2 (Rate shall include all costs for travel to and from the Site, labor, equipment and material expenses, time on site, report preparation, and all overhead and administrative costs.)	HR	1000	\$ 70.00	\$ 70,000.00	\$ 95.00	\$ 95,000.00	\$ 85.00	\$ 85,000.00
TASK 1.10 Other Special Inspections Tasks 1.10.1 through 1.10.13 Rates shall include all costs for travel to and from the Site, labor, equipment and material expenses, time on site, report preparation, and all overhead and administrative costs.									
25	Task 1.10.1 Additional Required Special Inspections and Tests of Structural Steel - Welding (not covered by Task 1.2 above)	HR	420	\$ 80.00	\$ 33,600.00	\$ 115.00	\$ 48,300.00	\$ 90.00	\$ 37,800.00

Client: Willamette Water Supply Program
Project: RFP-WTP-0400822
Description: WTP_1.0 Materials Testing & Special Inspection

				Carlson Testing, Inc		Intertek-PSI		Northwest Testing, Inc.	
Item No.	Item Description	Unit	Qty	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price	Bid Unit Price	Extended Bid Price
26	Task 1.10.2 Additional Required Special Inspections and Tests of Structural Steel - Bolting (not covered by Task 1.3 above)	HR	210	\$ 80.00	\$ 16,800.00	\$ 115.00	\$ 24,150.00	\$ 90.00	\$ 18,900.00
27	Task 1.10.3 Additional Required Special Inspections and Tests of Steel Construction other than Structural Steel (not covered by Task 1.4 above)	HR	50	\$ 80.00	\$ 4,000.00	\$ 115.00	\$ 5,750.00	\$ 90.00	\$ 4,500.00
28	Task 1.10.4 Additional Required Special Inspections and Tests for Seismic Resistance (not covered by Task 1.5 above)	HR	150	\$ 80.00	\$ 12,000.00	\$ 115.00	\$ 17,250.00	\$ 90.00	\$ 13,500.00
29	Task 1.10.5 Additional Required Special Inspections and Tests of Soils (not covered by Task 1.6 above)	HR	300	\$ 70.00	\$ 21,000.00	\$ 95.00	\$ 28,500.00	\$ 80.00	\$ 24,000.00
30	Task 1.10.6 Additional Required Special Inspections and Tests of Concrete (not covered by Task 1.7 above)	HR	250	\$ 70.00	\$ 17,500.00	\$ 95.00	\$ 23,750.00	\$ 85.00	\$ 21,250.00
31	Task 1.10.7 Additional Required Level B Verifications and Inspections of Masonry Construction (not covered by Task 1.8 above)	HR	120	\$ 70.00	\$ 8,400.00	\$ 95.00	\$ 11,400.00	\$ 85.00	\$ 10,200.00
32	Task 1.11.1 Project Completion Report	HR	60	\$ 97.00	\$ 5,820.00	\$ 115.00	\$ 6,900.00	\$ 130.00	\$ 7,800.00
WTP_1.0 Baseline Bid Sub Total					\$ 1,236,180.00		\$ 1,696,850.00		\$ 1,444,650.00
ADJUSTMENTS:					\$ -		\$ -		\$ -
BASE BID TOTAL:					\$ 1,236,180.00		\$ 1,696,850.00		\$ 1,444,650.00

Project Name: WTP_1.0 Materials Testing	Cost Proposal	Variance from Low Bid	Cost Score (600)	Health & Safety Approach (50)	Firm Experience and Reference Projects (150)	Key Staff Quals and Team Organization (100)	Project Understanding and Approach (100)	Total Non-Cost Score (400)	Total Non-Cost Score Adjusted (400)	Total Score (1,000)
Carlson Testing, Inc.	\$1,236,180.00	\$0.00	600	30	128	92	89	338.50	398.53	999
Intertek-PSI	\$1,696,850.00	\$460,670.00	437	35	124	89	78	325.00	382.63	820
Northwest Testing, Inc.	\$1,444,650.00	\$208,470.00	513	40	122	89	89	339.75	400.00	913

Willamette Water Supply System Commission

(this page intentionally left blank)

Willamette Water Supply
Our Reliable Water

III-1 Approve WTP_1.0 Third-Party Material Testing
and Special Inspection Contract – *Mike Britch*

WWSS Management Committee Meeting
November 17, 2022

1

Outline

- Overview
- Procurement Approach
- Best Value Scoring
- Cost
- Requested Action

2

WTP_1.0 Materials Testing Overview

- Scope covers materials testing and structural special inspection required for the WTP_1.0 construction
- Standard WWSP approach for testing services contracting is a master services agreement task order by project
- WTP_1.0 testing and special inspection anticipated to exceed \$250,000 allowed by LCRB so best value selection method was utilized
- Only prequalified contractors (pursuant to RFQ-PGM-0300521) were eligible to submit proposals

3

Procurement Approach

- Request for Proposal (RFP) published on August 22, 2022
- Advertised in the Oregon DJC and the RFP was requested by the following prequalified contractors:
 - Carlson Testing, Inc.
 - Intertek-PSI
 - Northwest Testing, Inc.
 - Clair Company
- No firms participated in proprietary meetings and three submitted intent to respond forms
- Three narrative proposals were received and scored (completed October 12, 2022)
- Public price proposal opening occurred October 21, 2022

4

Best Value Scoring Summary

	Carlson Testing, Inc.	Intertek-PSI	Northwest Testing, Inc.
Overall Non-cost Score			
<ul style="list-style-type: none"> • Firm Experience and Qualifications (37.5%) • Key Staff Qualifications and Team Organization (25%) • Health and Safety Culture and Approach (12.5%) • Project Understanding and Approach (25%) 	399	383	400
Cost Score <i>(Proposal Amount)</i>	600 (\$1,236,180)	437 (\$1,696,850)	513 (\$1,444,650)
Overall Score	999	820	913

Carlson Testing, Inc. identified as the highest-scoring respondent

- Received second-highest non-cost score (by 1 point)
- Proposing the lowest cost

Estimated Cost: Contract and Recommended Contingency

WTP_1.0 Materials Testing	
Total Contract Price	\$1,236,180
Recommended Project Contingency (10%)	\$123,618
Total Estimated Cost	\$1,359,798
Baseline 7.0 Construction Management Inspection Budget	
Potential Management Reserve Transfer	\$3,310,572

- Baseline 7.0 budget for Construction Management Inspection Services was established as a percentage of construction (one percent)

Estimated Cost: Contract and Recommended Contingency

Estimated Partner Share	Total \$1,359,798
<i>TVWD Estimated Share¹</i>	\$848,377.97
<i>Hillsboro Estimated Share¹</i>	\$423,169.14
<i>Beaverton Estimated Share¹</i>	\$88,250.89

¹Based on overall project ownership percentage from Baseline 7.0 budget and WWSS IGA.

4.A. Requested Board Action

Consider approving contract 2023-027 for \$1,236,180 with Carlson Testing, Inc. for WTP_1.0 Materials Testing and Special Inspection for the Willamette Water Supply Program and transferring \$3,310,572 into Management Reserve.

STAFF REPORT

To: WWSS Board of Commissioners

From: Joelle Bennett, P.E., WWSP Assistant Program Director

Date: December 1, 2022

Subject: Anticipated Business Agenda Items for the February 2023 Meeting of the WWSS Board of Commissioners

Key Concepts:

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

1. Election of Officers
2. WWSS Annual Work Plan and Budget for Fiscal Year 2023-24 and WWSP Capital Improvement Plan (Baseline 8.0)

Background:

There are two anticipated business agenda items for the February 2, 2023, meeting of the WWSS Board of Commissioners. Due to the dynamic nature of the WWSS work, request for approval of some items may be delayed or new items may emerge on the business agenda for the next meeting. WWSS staff strive to provide preliminary information one meeting prior to requesting action and a full staff report describing the recommended action during the appropriate month.

1. Election of Officers

As outlined in today's General Manager's report, it is a requirement in the WWSS Intergovernmental Agreement to elect the Commission Chair and Vice Chair at the first meeting of the calendar year. At the February WWSS Board meeting nominations and elections will be held to select new Board officers.

2. WWSS Annual Work Plan and Budget for Fiscal Year 2023-24 and WWSP Capital Improvement Plan (Baseline 8.0)

The WWSP team has been developing a rebaseline schedule and budget reflective of the current market conditions and construction environment. An initial draft of baseline 8.0 is scheduled to be provided to the Partners on or around December 23, 2022, and the official Baseline 8.0 will be released in January 2023.

In alignment with the WWSP Annual Baseline Schedule and Budget, WWSP staff are preparing the WWSS Fiscal Year 2023-2024 Work Plan and Budget. The Annual Work Plan provides the proposed scope of work to be performed by the Managing Agency for the fiscal year 2023-24 (FY2024), in accordance with the WWSS Intergovernmental Agreement (IGA).

Anticipated Business Agenda Items for the February 2023 Meeting of the WWSS Board of Commissioners

December 1, 2022

Page 2 of 2

As early as the February WWSS Board meeting, WWSP staff will present the WWSS Annual Work Plan and Budget for Fiscal Year 2023-24 and WWSP Capital Improvement Plan (Baseline 8.0), with a recommendation to the Board to approve.

Budget Impact:

Anticipated costs for the actions described in this staff report are reflected in the WWSP FY2023 budget and the overall program baseline budget.

Staff Contact Information:

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

Joelle Bennett, P.E., WWSP Assistant Director, 503-941-4577, joelle.bennett@tvwd.org

Attachments:

- Approvals and Procurement Forecast (November 2022 – February 2023)

Approvals and Procurement Forecast: November 2022 through February 2023

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

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

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

Type	Description	Projected Action	Body/Position (projected action date)		
			Program Director	WWSS Committees	WWSS Board
Program Baseline or Related Plans (above Program Director's Authority)	1. WWSP 2023 Rebaseline Schedule and Budget and WWSS Fiscal Year 2023-2024 Work Plan and Budget	Approve	N/A	1/19/2023 t	2/2/2023 t
		Execute	N/A	N/A	N/A
Real Estate	2. None	Approve	N/A	N/A	N/A
IGAs, MOUs, Permit Commitments, & Similar Agreements	3. DCS_1.0 Sherwood Broadband Services IGA	Approve	N/A	MC: 3/18/2021 a	4/1/2021 a
		Execute	1/31/2023 t	N/A	N/A
	4. PLM_1.3 BPA Engineering and Construction Agreement	Approve	N/A	9/22/2022 a	10/6/2022 a
		Execute	11/30/2022 t	N/A	N/A
Contracts (above Program Director's Authority)	5. WTP_1.0 Materials Testing & Special Inspection <ul style="list-style-type: none"> • Goal: Quality Control WTP_1.0 • Value: \$1.2M • Contractor: Carlson Testing, Inc. 	Approve	N/A	MC: 11/17/2022 t	12/1/2022 t
		Execute	12/9/2022 t	N/A	N/A
Contract Amendments and Change Orders (above Program Director's Authority)	6. RWF_1.0 GMP 2 for Construction <ul style="list-style-type: none"> • Goal: Construct RWF_1.0 • Value: \$61.9 M • Contractor: Kiewit 	Approve	N/A	MC: 8/18/2022 a	9/1/2022 a
		Execute	9/2/2022 a	N/A	N/A
Local Contract Review Board (LCRB) Actions	7. None	Approve	N/A	N/A	N/A
Other	8. None	Approve	N/A	N/A	N/A
		Execute	N/A	N/A	N/A

**Willamette Water Supply System Commission
Board Meeting**

December 1, 2022
