

Willamette Water Supply System Commission

Board Meeting
Thursday, November 2, 2023
12:00 PM

Microsoft Teams Meeting

**Willamette Water Supply System Commission
Board Meeting Agenda
Thursday, November 2, 2023 | 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 November 2, 2023.

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 – David 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 August 3, 2023 meeting minutes

4. BUSINESS AGENDA

- A. Approve Water Supply Integration Communications Plan, Toolkit, and Engagement Support Contract –
Christina Walter

5. INFORMATION ITEMS

- A. Water Treatment Plant Schedule Recovery Progress Update – *David Kraska*
- B. Planned December Business Agenda items – *Joelle Bennett*
- C. The next Board Meeting is scheduled on December 7, 2023, via Microsoft Teams

6. COMMUNICATIONS AND NON-AGENDA ITEMS

- A. None scheduled

ADJOURNMENT

Willamette Water Supply System Commission

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GENERAL MANAGER'S REPORT

To: WWSS Board of Commissioners
From: David Kraska, P.E., WWSS General Manager
Date: November 2, 2023
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 being performed under the direction of this Commission.

- 1. Permitting and Communications Updates** – The Willamette Water Supply Program (WWSP) permitting and communications 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 PLW_2.1 project includes an open-cut crossing of Rock Creek, and our permits for this work require it to be completed during the dry weather season. Due to an early rain event in late September, work in Rock Creek was delayed, which required Permitting Staff to request an In-Water Work Variance/extension. These extensions require approvals from the US Army Corps of Engineers (USACE), Department of State Lands (DSL), Oregon Department of Fish and Wildlife (ODWF), and National Marine Fisheries Service (NMFS). The regulatory agencies approved the extension through October 14, 2023. All work was successfully completed by the morning of October 9, 2023.
- The trial dates for the WaterWatch challenge to the Thermal Trading Plan were postponed from early November to January 16 – 24, 2024.

Communications highlights:

- The communications team is preparing for upcoming lane closures for the PLW_2.1 project on Cornelius Pass Road from Orenco Woods Nature Park to Quatama Street. The work is permitted by Washington County and includes reducing the normally four-lane arterial to one lane in each direction and reducing the speed from 45 to 35 miles per hour. The work is anticipated to take two weeks and the lane closure will help construction crews safely install the 48" pipeline within the busy road. The communications team provided neighboring business and residences a special email update, and canvassed the neighborhood to personally inform residents. Regional partners are aware of the upcoming work and Oregon TripCheck updates will allow mobile mapping users to find alternate routes.

- 2. Quarterly Financial Report** – Task 4.d. of the Annual Work Plan requires the Managing Agency to prepare quarterly financial reports and provide them to the WWSS Commission Board as part of the packet. Attached to this General Manager's report is the WWSS Commission's quarterly financial statement for the period ending September 30, 2023.
- 3. WWSS 2023 – Audit Planning Letter** – On September 25, 2023, staff emailed the audit planning communication letter from our auditors. This is a required element of the Commission's annual financial

audit. Attached is a copy of the letter. The Board of Commissioners is encouraged to read the letter and if they have any questions to direct them to Interim Chief Financial Officer Justin Carlton, at justin.carlton@tvwd.org.

- 4. Construction Progress Update** – 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 the construction sites.

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

Date of Report: 10/19/2023

Permits and Approvals Recently Granted

Agency	Project Involved	Permit or Approval Granted
Washington County	MPE_1.3	ROW utility permit renewal
Washington County	PLW_2.1	ROW utility permit renewal
Washington County	WTP_1.0	Facility permit
Genesee and Wyoming Railroad	PLM_1.3	Right of entry extension
Genesee and Wyoming Railroad	PLM_4.2	Right of entry permit and utility occupancy license
City of Hillsboro	PLW_1.3	Public Infrastructure permit (PIP) modification for fiber conduit
City of Hillsboro	PLW_2.1	Building permit for berm fence and ODFW/DSL/NMFS/USACE In-Water Work Window Variance
City of Wilsonville	PLM_1.3	Plumbing permit
City of Wilsonville	RWF_1.0	Grading – Upper Site amendment and Public Works amendment
Clean Water Services	System-wide	Service Provider Letter Extension

Permits and Approvals Submitted

Agency	Projects Involved	Permit or Approval Submitted
Washington County	MPE_1.3	ROW utility permit renewal
Washington County	PLW_2.1	ROW utility permit renewal
Genesee and Wyoming Railroad	PLM_1.3	Right of entry extension
City of Hillsboro	PLW_1.3	Public Infrastructure Permit (PIP) modification for fiber conduit
City of Hillsboro	PLW_2.1	Building permit for berm fence and ODFW/DSL/NMFS/USACE In-Water Work Window Variance

Permits and Approvals in Progress

Agency	Projects Involved	Permit or Approval in Progress
Washington County	RES_1.0	Mechanical building permits (3)
City of Sherwood	WTP_1.0	Fire line work, retaining wall, sign and storage/rack permits
City of Sherwood	PLM_4.2	ROW signs, night-work noise variance, and temporary road closures – Cipole Rd. and Wildrose Pl.
Kinder Morgan	MPE_1.3	Crossing agreement

Anticipated Approvals

Agency	Projects Involved	Permit or Approval Anticipated
Washington County	RES_1.0	Mechanical and building permits (5)
City of Wilsonville	RWF_1.0	Grading and public works permit amendments
TVF&R	RWF_1.0	Fuel storage tank permit
TVF&R	WTP_1.0	Fuel storage tank permit
City of Sherwood	WTP_1.0	Building and retaining wall permits
City of Sherwood	PLM_4.2	Engineering permit
City of Wilsonville	PLM_1.3	Erosion control permit – schedule B work

Willamette Water Supply Program Projects in Construction – Recent Status Update

Date of Report: October 19, 2023

Project	Description	Current and Planned Activities:
1. RWF_1.0	Raw Water Facilities project located at the Willamette River Water Treatment Plant in Wilsonville	<ul style="list-style-type: none"> - Installing brick veneer at Electrical Bldg. - Installing roof trusses at Electrical Bldg. - Architectural system framing (doors, windows, louvers, etc.) at Electrical Bldg. - Upper site perimeter wall. - Electrical duct banks and site lighting.
2. PLM_1.3	Raw water pipeline project in Wilsonville from Wilsonville Road to Garden Acres Road	<ul style="list-style-type: none"> - Curb & gutter, sidewalk, and street panel restoration on 95th Ave. - Air valve appurtenance piping and cathodic protection systems on 95th Ave. - Wilsonville fiber optic line installation on 95th Ave. - Installing 66” open cut waterline on Kinsman Rd. - Approximately 5500 LF of 66” waterline installed (45% of total)
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"> - Continued 84” overflow line and other yard piping. - Continued conduit and piping installation below slab and began footing construction at Area 22 (Ballasted Flocc). - Began slab construction at Area 28 (Filters). - Continued elevated decks and electrical duct banks at Area 30 (UV building). - Continued concrete wall construction at Area 35 (Clearwell). - Continued concrete wall construction at Area 37 (EQ Basin). - Continued elevated slab concrete placements at Area 53 (FWPS).
4. PLM_4.2	Finished water pipeline project being completed in partnership with Washington County’s Tualatin-Sherwood Road Project, (WWSS pipeline from Langer Farms Parkway to SW 124 th Avenue, Washington County work continues east to Teton Avenue)	<ul style="list-style-type: none"> - Implemented traffic control for trenchless installation on SW 124th Ave. - Relocated 12” waterline at trenchless launch shaft. - Launch shaft shoring installed. - Trenchless operations beginning in October.
5. 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"> - Appurtenance piping and vaults. - Cathodic protection system installation. - Pipe disinfection and pressure testing. - Continue road widening along the south side of Tualatin-Sherwood Rd.
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"> - Completed testing and disinfection for 66-inch waterline. - Surface appurtenance features to be completed. - Will tie-in to PLM 4.1 and PLM 4.3 once both projects are complete.

Project	Description	Current and Planned Activities:
7. PLM_4.3	Finished water pipeline project in unincorporated Washington County along Roy Rogers Road	<ul style="list-style-type: none"> - Chicken Creek Crossing – Install 66-inch pipe in shafts, remove shaft shoring and backfill shafts. - Completed open cut work in the wetland north of Tualatin River Crossing north shaft. - Installing 66-inch waterline on east side of Roy Rogers Rd. Approximately 10,640 LF of pipe installed (80% of total). - Complete construction of soldier pile and lagging wall with tie-backs at Tributary #4 (wall supports Roy Rogers Road embankment).
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	<p>RES_1.0:</p> <ul style="list-style-type: none"> - Reservoir walls approximately 90% complete. - Constructing concrete columns (more than 50% complete). - Began falsework installation for reservoir roof concrete placements. - Began metal platforms and grating in valve vaults. - Continued electrical duct bank and yard piping installation. - Completed Water Quality Building concrete footings & started wall forms. <p>PLM_5.3:</p> <ul style="list-style-type: none"> - Continued installation of 66” waterline – approximately 20,100 LF (99.6%) installed. - Continued restoration above pipeline in multiple locations including landscaping in creek and wetland crossings. - Completed waterline installation across Farmington Gardens easement.
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"> - New fiber conduit to be installed via Horizontal Directional Drilling (HDD) at Butternut Creek. - Add power to Butternut Creek turnout site. - Closeout.
10. PLW_1.2	Finished water pipeline project being completed in partnership with Washington County’s Cornelius Pass Road project between Frances Street and Tualatin Valley Highway	<ul style="list-style-type: none"> - Continuing Frances St. turnout vault pressure reducing valve (PRV) and associated pipe installation. - Electrical and SCADA cabinets at Frances Street turnout.
11. PLW_2.1	Finished water pipeline project in Hillsboro. Cornelius Pass Road (Orenco Woods Nature Park to NE Cornelius Pass Road at NE Cherry Drive)	<ul style="list-style-type: none"> - Continued 48-inch waterline installation within Orenco Woods Nature Park (OWNP). - Completed waterline installation and restoration work within Ordinary High Water limits at Rock Creek. - Restored area within OWINP and installed erosion control. - Completed tree and brush clearing and began construction of access roads in remainder of alignment (berm alignment).
12. 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"> - Planning for Washington County Supply Line tie-in to take place in Winter 2023/24.
13. 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"> - Continued 48” waterline and appurtenances on Allen Blvd. - Continued PFC building roof and architectural features. - Completed pavement restoration between Nimbus Ave and Denney Rd. - Completed 24” and 16” waterlines on Hall Blvd. - Partial pressure testing completed on 48” waterline.

Project	Description	Current and Planned Activities:
14. MPE_1.3	Finished water pipeline project on Scholls Ferry Road from Roy Rogers Road to Greenway Park	<ul style="list-style-type: none">- 48" waterline installation on Scholls Ferry Road headed west near 130th Avenue (night work).- Pavement restoration continuous with waterline installation- Roy Rogers Turnout Vault.- PGE relocations underway.

Willamette Water Supply System
For the annual budget period ending June 30, 2024
For the quarter ended September 30, 2023

Activity for the Quarter			Unaudited	Annual				
Budget	Actual	Variance		Annual Budget	Budget To date	Actual	Variance	Remaining Budget
			Revenues					
\$ 385,218	\$ 77,855	\$ (307,363)	Admin Services	\$ 1,540,870	\$ 385,218	\$ 77,855	\$ (307,363)	\$ 1,463,016
	-	-	Miscellaneous Income			-	-	
105,237,985	26,154,271	(79,083,714)	Capital contributions	420,951,940	105,237,985	26,154,271	(79,083,714)	394,797,669
\$ 105,623,203	\$ 26,232,126	\$ (79,391,077)	Total Revenues	\$ 422,492,810	\$ 105,623,203	\$ 26,232,126	\$ (79,391,077)	\$ 396,260,684
			Expenditures					
\$ 350,218	\$ 77,855	\$ 272,363	Materials and Services	\$ 1,400,870	\$ 350,218	\$ 77,855	\$ 272,363	\$ 1,323,015
105,237,985	26,154,271	79,083,714	Capital Outlay	420,951,940	105,237,985	26,154,271	79,083,714	394,797,669
35,000	-	35,000	Contingency	140,000	35,000	-	35,000	140,000
\$ 105,623,203	\$ 26,232,126	\$ 79,391,077	Total Expenditures	\$ 422,492,810	\$ 105,623,203	\$ 26,232,126	\$ 79,391,077	\$ 396,260,684

Willamette Water Supply System Commission

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T (503) 242-1447
F (503) 274-2789

805 SW Broadway
Suite 1200
Portland, OR 97205

September 19, 2023

To the Board of Commissioners
Willamette Water Supply System Commission
1850 SW 170th Avenue
Beaverton, OR 97003

Re: Audit Communications

In connection with our engagement to audit the financial statements of Willamette Water Supply System Commission (the "Commission") as of and for the year ended June 30, 2023, professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit. We would also appreciate the opportunity to meet with you to discuss this information further since two-way communication can provide valuable information in the audit process.

As stated in our engagement letter dated September 19, 2023, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are presented, in all material respects, in conformity with principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility for the supplementary information accompanying the financial statements is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or regulations that are attributable to the Commission or to acts by management or employees acting on behalf of the Commission. We will communicate to you at the conclusion of our audit, significant matters that we believe are relevant to your responsibilities in overseeing the financial reporting process, including any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately September 25, 2023, and issue our report no later than December 31, 2023.

During the planning of the audit we have identified the following significant risks:

- Segregation of duties related to accounting functions
- Management override of controls
- Valuation of plant assets
- Contributions in aid of construction

Your client service team includes:

Julie Desimone – Partner and Engagement Reviewer

Keith Simovic – Partner and Concurring Reviewer

Laurel Braschayko – Senior Manager

Jack Strother-Blood – Manager

This information is intended solely for the information and use of Board of Commissioners and management of Willamette Water Supply System and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,



Partner for Moss Adams LLP

Portland, Oregon

September 19, 2023

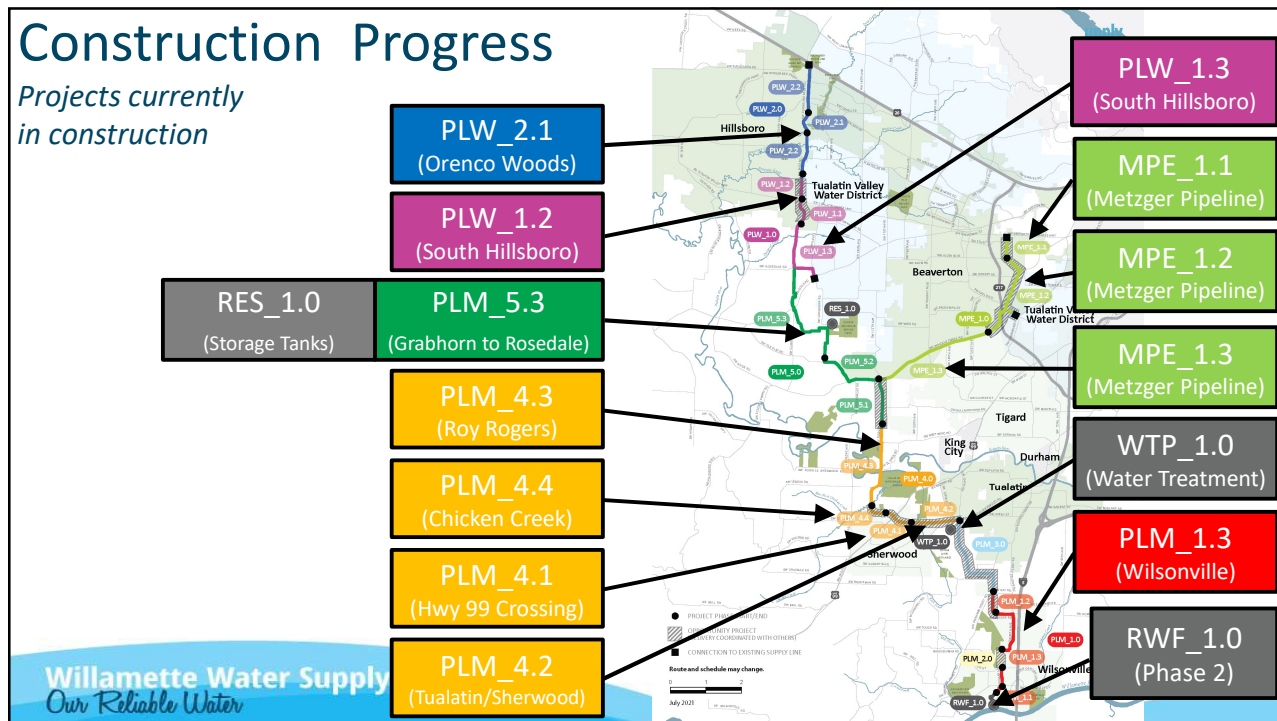
Willamette Water Supply

Our Reliable Water

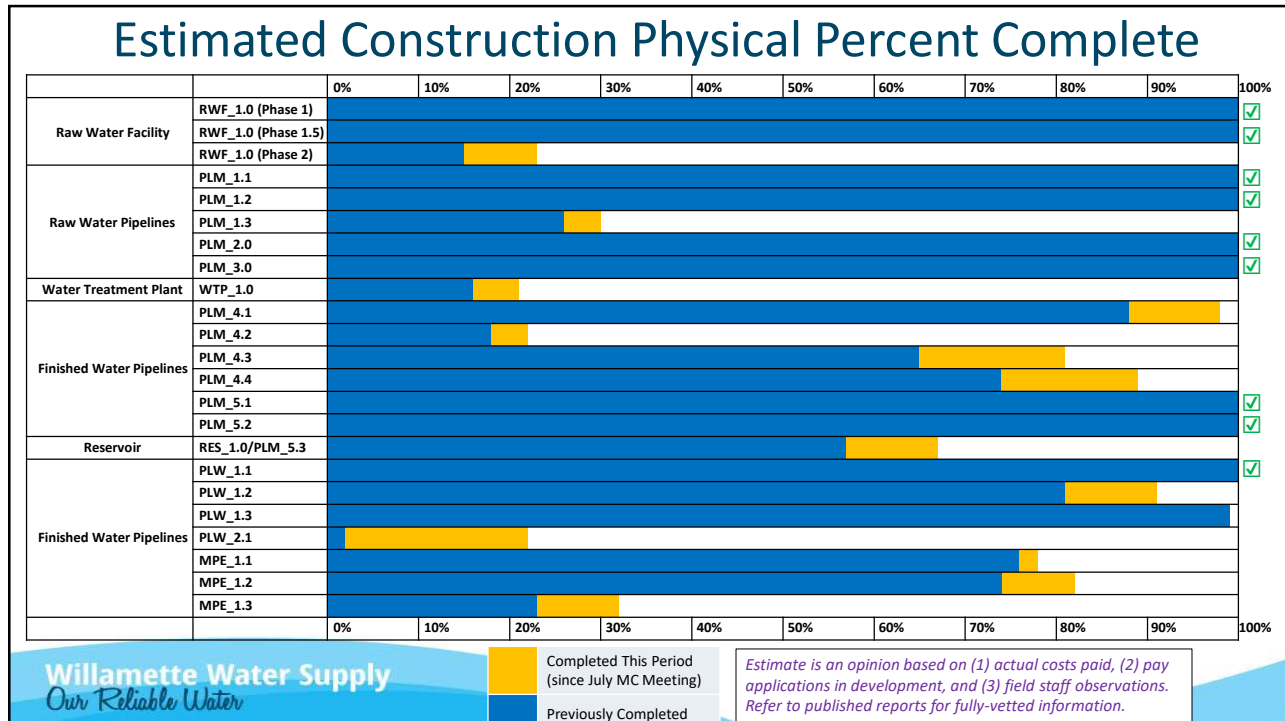
1A. Willamette Water Supply Program and Construction Progress Update

November 2, 2023

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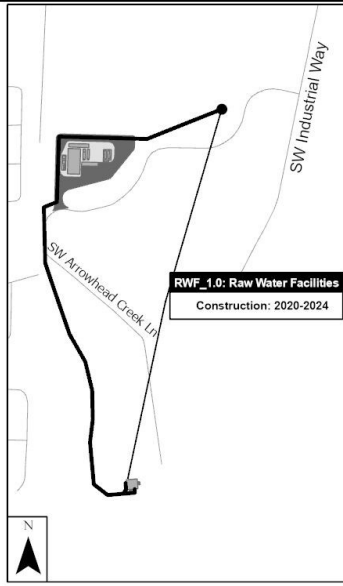
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RWF_GMP-2.0

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

Current and Planned Activities:

- Installing brick veneer at Electrical Bldg.
- Roof trusses at Electrical Bldg.
- Architectural system framing (doors, windows, louvers, etc.) at Electrical Bldg.
- Upper site perimeter wall
- Electrical duct banks and site lighting




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Construction Photos – RWF_GMP-2.0



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Construction Photos – RWF_GMP-2.0



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Construction Photos – RWF_GMP-2.0

Upper Site Electrical Building – high roof pan decking



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PLM_1.3

Contractor: Moore Excavation Inc.
Designer: HDR

Current and Planned Activities:

- Curb & gutter, sidewalk, and street panel restoration on 95th Ave.
- CARV appurtenance piping and cathodic protection systems on 95th Ave.
- Wilsonville fiber optic line installation on 95th Ave.
- Installing 66" open cut waterline on Kinsman Rd.
- Approximately 5500 LF of 66" waterline installed (45% of total)



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Construction Photos - PLM_1.3

66-inch waterline installation on Kinsman Rd.



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Construction Photos - PLM_1.3

Concrete pavement restoration prep on 95th Ave.



Willamette Water Service
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WTP_1.0

Contractor: Sundt Construction, Inc.
Designer: CDM Smith

Current and Planned Activities:

- Continued 84" Overflow line and other yard piping
- Continued conduit and piping installation below slab and began footing construction at Area 22 (Ballasted Flocc)
- Began slab construction at Area 28 (Filters)
- Continued elevated decks and electrical duct banks at Area 30 (UV building)
- Continued concrete wall construction at Area 35 (Clearwell)
- Continued concrete wall construction at Area 37 (EQ Basin)
- Continued elevated slab concrete placements at Area 53 (FWPS)



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Construction Photos - WTP_1.0



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Construction Photos - WTP_1.0

84" Overflow pipe from process areas to EQ basin



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Construction Photos - WTP_1.0

Electrical conduit duct bank construction at UV area



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Construction Photos - WTP_1.0



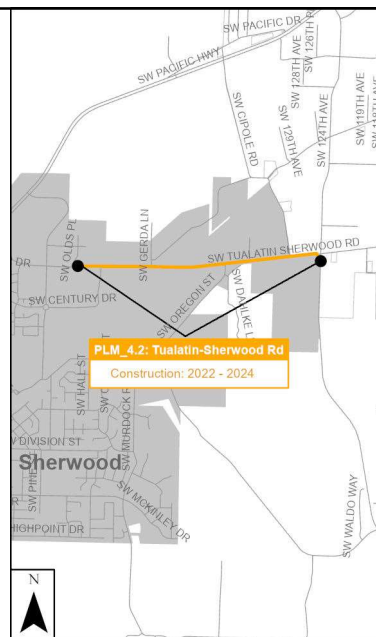
15

PLM_4.2

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

Current and Planned Activities:

- Implemented traffic control for trenchless installation on SW 124th Ave.
- Relocated 12" waterline at trenchless launch shaft
- Launch shaft shoring installed
- Beginning trenchless operations



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PLM_4.1

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

Current and Planned Activities:

- Appurtenance piping and vaults
- Cathodic protection system installation
- Pipe disinfection and pressure testing
- Continue road widening along the south side of Tualatin-Sherwood Rd.



PLM_4.4

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

Current and Planned Activities:

- Completed testing and disinfection for 66-inch waterline
- Completing surface appurtenance features
- Tie-in to PLM 4.1 and PLM 4.3 once both are complete

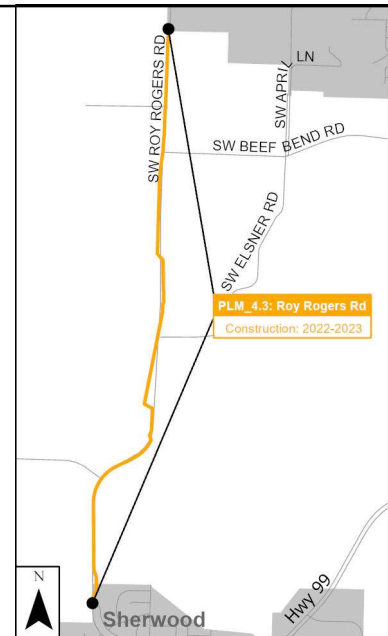


PLM_4.3

Contractor: Tapani Inc.
 Designer: Brown & Caldwell

Current and Planned Activities:

- Chicken Creek Crossing – Install 66-inch pipe in shafts, remove shaft shoring and backfill shafts
- Completed open cut work in the wetland north of Tualatin River Crossing north shaft
- Installing 66-inch waterline on east side of Roy Rogers Rd. Approximately 10,640 LF of pipe installed (80% of total)
- Complete construction of soldier pile and lagging wall with tie-backs at Tributary #4



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Construction Photos – PLM_4.3

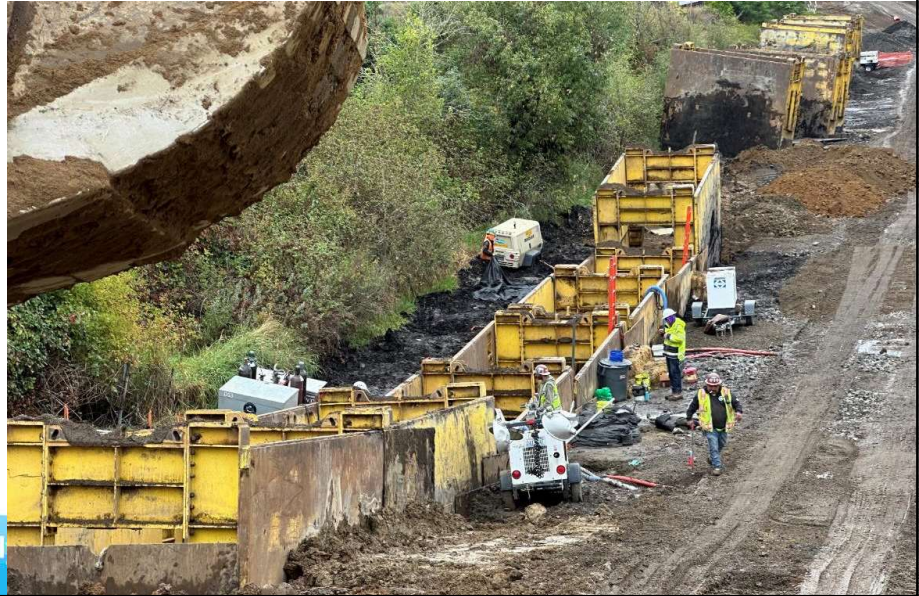
Installation of retaining wall at Tributary #4



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Construction Photos – PLM_4.3

Open cut waterline construction on east side of Roy Rogers Rd. in the wetland

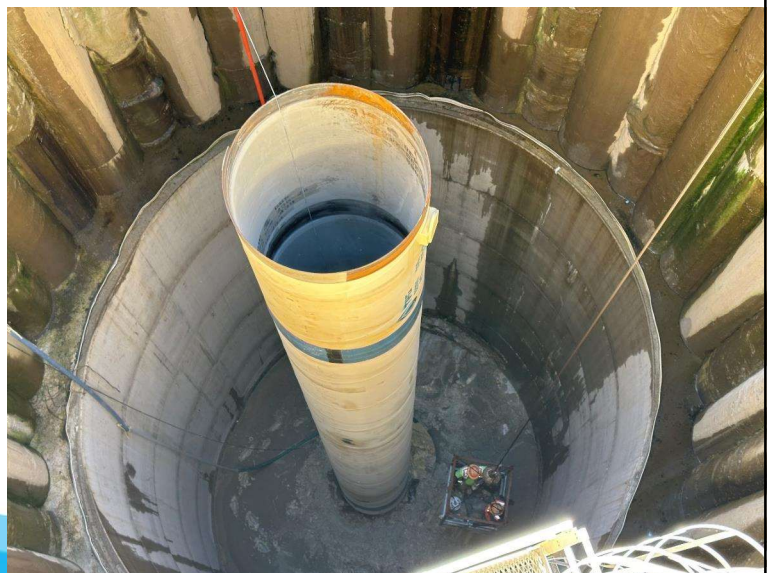


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Construction Photos – PLM_4.3

Installation of 66-inch carrier pipe in Tualatin River North Shaft



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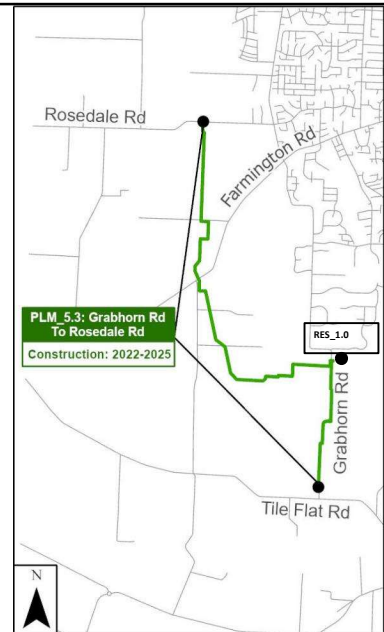
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RES_1.0 / PLM_5.3

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

Current and Planned Activities:

- RES_1.0
 - Reservoir walls approximately 90% complete
 - Constructing concrete columns (more than 50% complete)
 - Began falsework installation for reservoir roof concrete placements
 - Began metal platforms and grating in valve vaults
 - Continued electrical duct bank and yard piping installation
 - Completed Water Quality Building concrete footings & started wall forms
- PLM_5.3
 - Continued installation of 66" waterline – approximately 20,100 LF (99.6%) installed.
 - Continued restoration above pipeline in multiple locations including landscaping in creek and wetland crossings
 - Completed waterline installation across Farmington Gardens easement



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Construction Photos – RES_1.0



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Construction Photos – RES_1.0

Reservoir wall and column construction; shoring for roof has begun



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Construction Photos – RES_1.0

Wall construction at reservoir



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Construction Photos – PLM_5.3

66" waterline installation along Grabhorn Road



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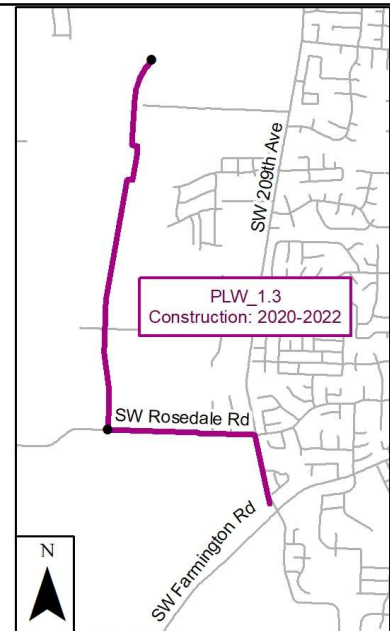
27

PLW_1.3

Contractor: Tapani, Inc.
Designer: Kennedy/Jenks

Current and Planned Activities:

- New fiber conduit to be installed via HDD at Butternut Creek
- Add power to Butternut Creek turnout site
- Closeout



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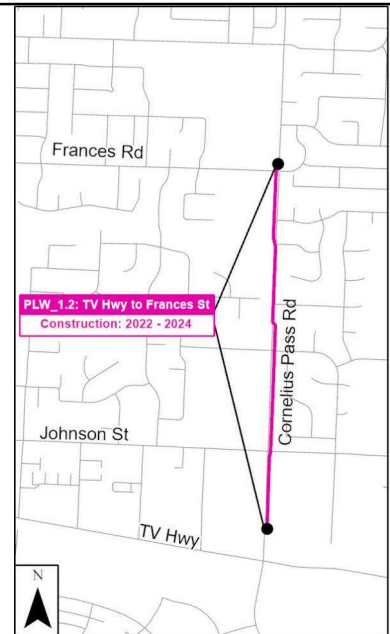
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PLW_1.2

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

Current and Planned Activities:

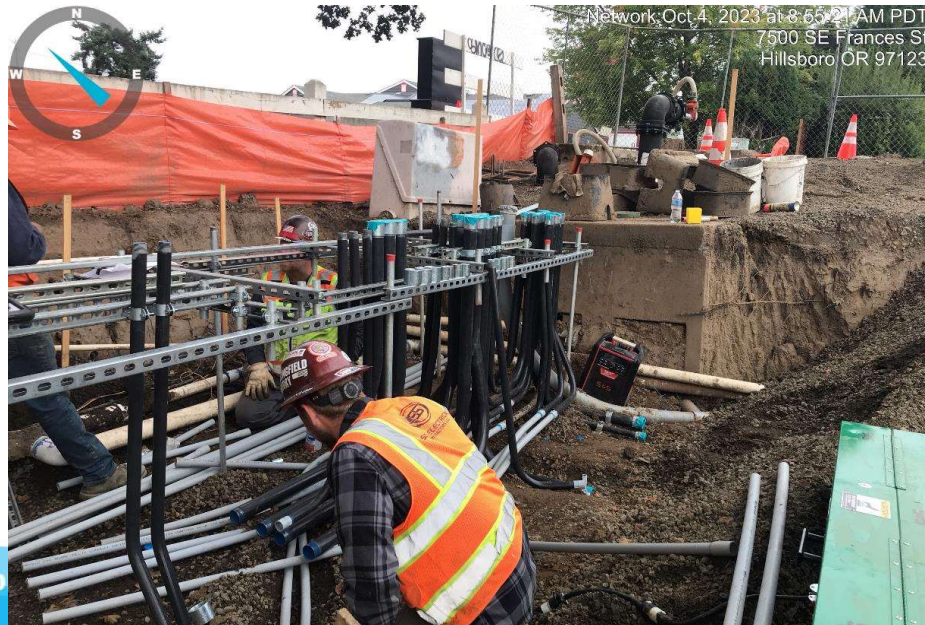
- Continuing Frances St. turnout vault PRV and associated pipe installation
- Electrical and SCADA cabinets at Frances St. turnout



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Construction Photos – PLW_1.2

Electrical and SCADA conduits for Frances Street turnout



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Construction Photos – PLW_1.2

Valves and pipe inside Frances Street turnout vault

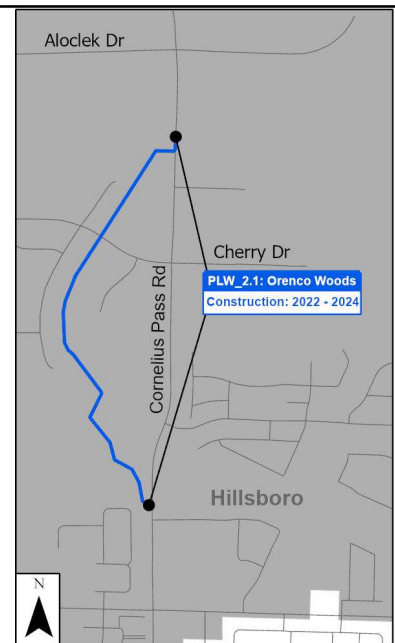


PLW_2.1

Contractor: Moore Excavation, Inc.
Designer: Kennedy/Jenks

Current and Planned Activities:

- Continued 48-inch waterline installation within Orenco Woods Nature Park (OWNP)
- Completed waterline installation and restoration work within Ordinary High Water limits at Rock Creek
- Restored area within OWINP and installed erosion control
- Completed tree and brush clearing and began construction of access roads in remainder of alignment (berm alignment)



Construction Photos – PLW_2.1

Waterline installation and restoration in OWP at Rock Creek



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Construction Photos – PLW_2.1

Cleared alignment and construction entrances near Cherry Drive



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MPE_1.1

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

Current and Planned Activities:

- Planning for Washington County Supply Line tie-in to take place in Winter 2023/24



MPE_1.2

Contractor: Emery & Sons
 Designer: Brown & Caldwell

Current and Planned Activities:

- Continued 48" waterline and appurtenances on Allen Blvd.
- Continued PFC building roof and architectural features
- Completed pavement restoration on Scholls Ferry Road between Nimbus Ave and Denney Rd.
- Completed 24" and 16" waterlines on Hall Blvd.
- Partial pressure testing completed on 48" waterline



Construction Photos – MPE_1.2

PFC Building roof installation



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Construction Photos – MPE_1.2

Ductile iron pipe installation on Allen Blvd.



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Construction Photos – MPE_1.2

48-inch waterline installation on Allen Blvd.



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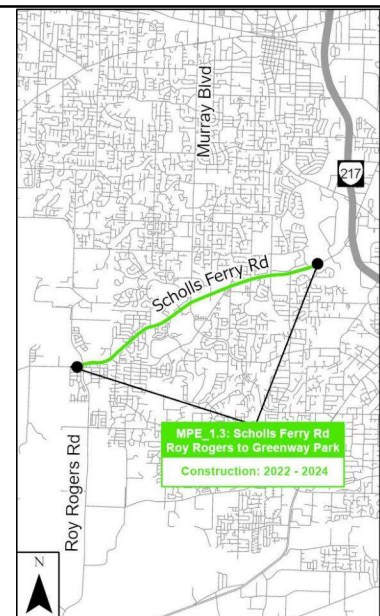
39

MPE_1.3

Contractor: Emery & Sons
Designer: Brown & Caldwell

Current and Planned Activities:

- 48" waterline installation on Scholls Ferry Rd. headed west near 130th Ave (night work)
- Pavement restoration continuous with waterline installation
- Continued Roy Rogers Turnout Vault construction
- PGE relocations in advance of pipeline work



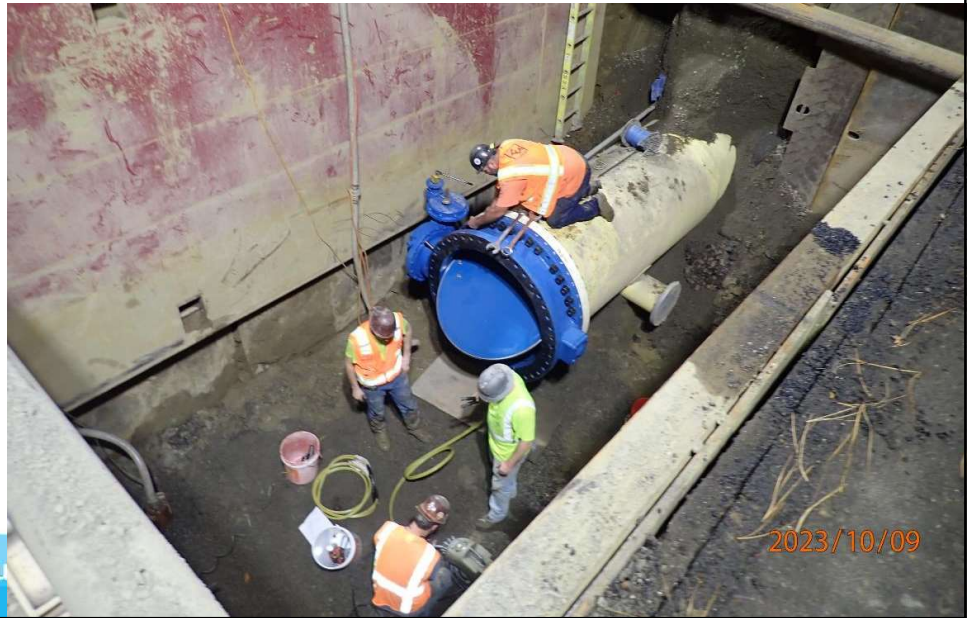
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40

40

Construction Photos – MPE_1.3

48" butterfly valve
bolt-up near
Conestoga Ave.

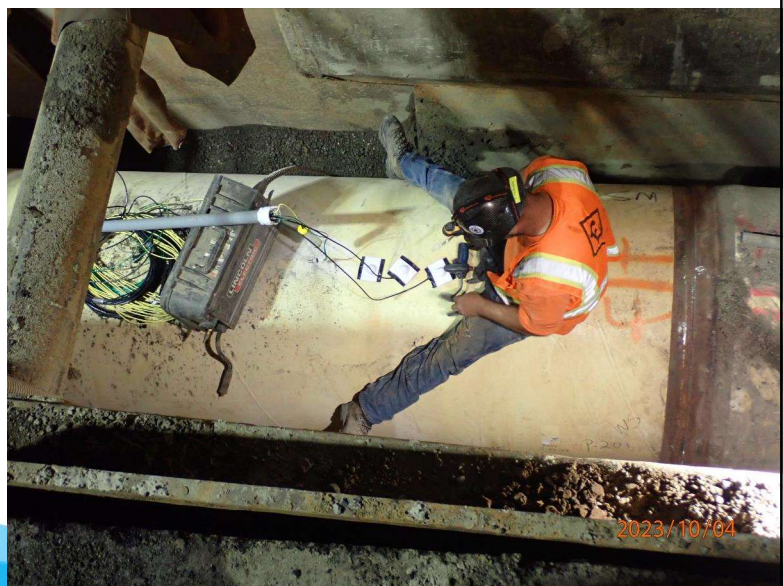


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Construction Photos – MPE_1.3

Cad-welding cathodic
protection wires to 48"
waterline



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QUESTIONS?

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**Willamette Water Supply System Commission
Board Meeting Minutes
Thursday, August 3, 2023**

Attendance:

Commissioners present:

City of Beaverton	Allison Tivnon
City of Hillsboro	David Judah
Tualatin Valley Water District (TVWD)	Jim Duggan

Committee Members present:

City of Beaverton	Tim Elsea (<i>alternate</i>), David Winship
City of Hillsboro	Niki Iverson, Chris Wilson, Lee Lindsey, Negar Niakan
TVWD	Tom Hickmann, Pete Boone

Managing Agency Staff present:

WWSS Commission General Manager / Willamette Water Supply Program (WWSP) Director	David Kraska
TVWD General Counsel	Clark Balfour
WWSP Assistant Director	Joelle Bennett
WWSP Deputy Program Manager	Jill Chomycia
WWSP Engineering and Construction Manager	Mike Britch
WWSP Permitting and Outreach Manager	Christina Walter
WWSS Commission Recorder / WWSP Executive Assistant	Annette Rehms

Other Attendees present:

City of Beaverton Finance Director	Debbie Lauchner
City of Beaverton Assistant Finance Director	Susan Cole
TVWD Water Resource Division Manager	Joel Cary
Public Attendee	Rob Annear

EXECUTIVE SESSION – 11:30 AM

An executive session of the Board was called under, ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection and ORS 192.660(2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

The Board discussed the item on its meeting agenda. No decisions were made in the executive session.

REGULAR SESSION – 12:00 PM

CALL TO ORDER

Chair Duggan called the regular Willamette Water Supply System (WWSS) Commission meeting to order at 12:04 p.m.

ROLL CALL

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

1. GENERAL MANAGER'S REPORT

The General Manager's report included status updates on Willamette Water Supply Program (WWSP) permitting, communications, and construction activities, the quarterly financial report for the period ending June 20, 2023, an overview of planned Business agenda items for upcoming Board meetings, and an analysis of the total spend for Fiscal Year 2023 versus forecasts. (*presentation on file*)

With one potential forecasted Business agenda item for an October/November meeting, Mr. Kraska will reach out to Commissioners two weeks prior to the October Board meeting to determine the need to hold an October and/or November meeting.

In response to questions, Mr. Kraska will work with staff to provide the Commissioners with regular updates on program spend and noted that staff are working to more closely tie cashflow forecasts to contractor cost-loaded schedules.

2. PUBLIC COMMENT

There were no public comments.

3. CONSENT AGENDA

- A. Approve the June 1, 2023, meeting minutes

Motion was made by Judah 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 Public Outreach Services Contract Amendment – *Christina Walter*

Ms. Walter presented an overview of the services Consor North America Inc. will provide in Fiscal Year (FY) 2024. She reviewed the history and main elements of the public outreach contract, originally executed in 2014. For FY 2024, this new Task Order #5 requires Board approval because the proposed cost is above the WWSP Director approval authority. Approving the FY 2024 Annual Work Plan enables continuation of critical communications services without interruption. (*presentation on file*)

In response to questions, staff said the need for outreach services has not slowed down, even on projects with construction delays. The outreach team continues to keep the public updated on current construction activities for the currently active 14 projects.

Motion was made by Judah and seconded by Tivnon, to approve Task Order #5 to MSA 2019-043, with Consor North America Inc., in the amount of \$531,106.76 to provide additional public outreach consulting services for the Willamette Water Supply Program during Fiscal Year 2024 (August 1, 2023 - June 30, 2024). The motion passed unanimously with Tivnon, Judah, and Duggan voting in favor.

- B. Approve Evaluation and Payment Process for Upcoming Agreements with Portland General Electric – *Joelle Bennett*

Ms. Bennett presented an overview, background, and key concepts related to the coordination with Portland General Electric (PGE) on significant capital improvements required to provide electrical power to WWSS projects. She said PGE will be constructing substation, transmission, and distribution power projects to supply WWSS facilities with power. Starting in August, there will be Line Extension Cost Agreements (LECAs) submitted to WWSS that are time-critical for successful delivery of the WWSS and in excess of \$500,000, which is above the General Manager’s signing authority. Today’s resolution provides a process that documents the thorough review of these LECAs and allows the General Manager to execute them in a timely manner without additional Board approval. The WWSS Baseline 8.1 includes contingency for these PGE costs and the estimated total value of future LECAs is anticipated to come within that budget.

Motion was made by Tivnon, seconded by Judah, to adopt Resolution No. WWSS-06-23 approving a process for the evaluation of Portland General Electric (PGE) Line Extension Cost Agreements (LECA’s) that allows the Willamette Water Supply Program General Manager to execute agreements in excess of \$500,000. The motion passed unanimously with Tivnon, Judah, and Duggan voting in favor.

5. INFORMATION ITEMS

- A. The next Board meeting is scheduled on October 5, 2023, via Microsoft Teams.

6. COMMUNICATIONS AND NON-AGENDA ITEMS

- A. None scheduled

ADJOURNMENT

There being no further business, Chair Duggan adjourned the meeting at 1:32 p.m.

James Duggan, Chair

David Judah, Vice Chair

Willamette Water Supply System Commission

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STAFF REPORT

To: WWSS Board of Commissioners

From: Christina Walter, Permitting and Outreach Manager

Date: November 2, 2023

Subject: Approval of Master Services Agreement (MSA) 2024-008 and Task Order 1 with Water Systems Consulting, Inc.

Requested Board Action:

Consider approving MSA 2024-008 and Task Order 1 with Water Systems Consulting, Inc., in the amount of \$416,730 to provide Water Supply Integration Communications Plan, Toolkit, and Engagement Support for the Willamette Water Supply Program and its Owners.

Key Concepts:

- A scored Request for Proposal (RFP) selection process was used for this procurement and the RFP was published on August 16, 2023.
- Four firms participated in proprietary meetings to ask questions about the project and submitted forms indicating their intent to respond to the RFP. Two narrative proposals were received and scored. In-person/hybrid interviews were held with both the firms.
- Final Scoring (post interview) was completed, and Water Systems Consulting, Inc., was identified as the highest-scoring respondent based on the scoring committee's evaluation of Project Approach, Project Schedule Implementation Methodology, Staff Summary and References.
- Limited Notice to Proceed for Task Order 1 is planned upon approval and execution of the MSA.
- The negotiated budget for Task Order 1 is \$416,730. As this exceeds the current Baseline 8.1 System-wide Communications budget, funding this work would result in a draw on the Management Reserve budget.

Background:

The introduction of the new WWSS water supply provides an opportunity for each of the WWSS Owners to communicate changes, impacts, and benefits of the new system simultaneously and consistently to customers. Coordinated messages, processes, and approaches will maintain trust with customers and stakeholders, build the community's confidence in the new water supply, and proactively inform the public about anticipated water changes they should prepare for, and any related actions customers should take. The new source will be online by 2026. The integration process is planned to begin in the Fall of 2025 and continue through early 2026.

The Willamette Water Supply Program (WWSP) staff is leading the Water Supply Integration (WSI) planning process, in coordination with the Owners, to prepare for the introduction of the new Willamette River supply into the Owner's existing water utility transmission, storage, and distribution systems. The technical planning work began in late 2018, assisted by Confluence Engineering Group, LLC. As part of the technical planning, two Blue Ribbon Panel workshops were held to invite national water quality and public health experts to critique our planning and suggest improvements. The panelists were satisfied with the level of technical understanding and

preparation in the planning documents, and they provided suggestions to further develop the communications for integration. The Panelists shared suggestions for a rigorous and inclusive communication campaign.

In Spring 2023, staff secured a facilitator and held two WSI communications-focused workshops to identify opportunities for better alignment and to develop preliminary recommendations on communications leading up to, during, and post integration. The workshops helped the team identify common strategies and approaches to reach intended audiences and mapped out next steps for a coordinated engagement plan among the parties, laying the foundation for the longer-term effort to come.

Budget Impact:

The negotiated Task Order 1 amount is \$416,730 which is higher than the approved baseline budget (Baseline 8.1 prepared in Q4 2022) for this project. The budget amount for Task Order 1 would be taken from Management Reserve with a plan to develop a comprehensive budget that includes all remaining water supply integration-related communications during the Baseline 9 efforts.

The table below provides information on the existing and proposed baseline budgets and the contract price.

Total Contract Price	\$416,730.00
Draw on Management Reserve	\$416,730.00
Remaining Management Reserve	\$58,557,027.39

The following is a summary of the estimated share of the Task Order 1 cost (including project contingency) by WWSS partner:

Estimated Partner Share		
<i>Beaverton Estimated Share¹</i>	4.96%	\$20,669.81
<i>Hillsboro Estimated Share¹</i>	33.25%	\$138,562.73
<i>TVWD Estimated Share¹</i>	51.59%	\$214,991.00
<i>TVWD-Only (MPE) Estimated Share¹</i>	10.20%	\$42,506.46
	Total	\$416,730.00
¹ Based on overall project ownership percentage from Baseline 8.1 budget and WWSS IGA.		

Staff Contact Information:

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

Christina Walter, Permitting and Outreach Manager; (503) 840-3830; christina.walter@tvwd.org

Attachments:

- Exhibit A: MSA 2024-008
- Exhibit B: Task Order #1
- Exhibit C: Communication Fees
- Exhibit D: Scoring Summary

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MASTER SERVICES AGREEMENT

WATER SUPPLY INTEGRATION COMMUNICATION PLAN, TOOLKIT, AND ENGAGEMENT SUPPORT ON-CALL SERVICES

AGREEMENT NUMBER: 2024-008

Between
Willamette Water Supply System Commission

And

Water Systems Consulting, Inc.

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THIS MASTER SERVICES AGREEMENT ("Agreement") is by and between Willamette Water Supply System Commission ("Owner"), and Water Systems Consulting, Inc. ("Consultant"), whose principal place of business is located at 4640 S Macadam Avenue, Suite 110, Portland, OR 97239. 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 particular training, ability, knowledge and experience in planning for and delivering public communications, outreach, and engagement for water systems for the Willamette Water Supply Program and Owner.

The Parties agree that Consultant 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 Master Services Agreement.

AGREEMENT

1. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall become effective on the date of the Agreement's execution by Owner. Unless earlier terminated, this Agreement shall remain in full force and effect until December 31, 2026, unless amended by mutual consent of the Parties by written amendment to this Contract. Expiration of this Agreement shall not extinguish or prejudice Owner's rights to enforce the Agreement with respect to breach or default or defective performance that has not been cured.

2. PERFORMANCE OF WORK

Work authorized under this Agreement shall be initiated by Task Order(s) issued by Owner to Consultant. A Task Order sets forth work to be performed, associated compensation and other particulars described herein, signed by both Owner and the Consultant. Such Task Order(s) describe the Work to be performed, as further described below.

2.1 Each Task Order may include the following:

- Reference to Master Agreement
- Specific Statement of Work ("Work")
- Compensation for Work
- Rates
- Task Order effective and expiration dates
- Owner's and Consultant's Representatives
- Purchase Order Number (Task Order Number)
- Items to be furnished by Owner
- Other requirements as applicable.

- 2.2 The amount of Work to be performed by Consultant under Task Orders hereunder, if any, is not guaranteed, and actual Work shall be subject to and in accordance with the applicable Task Order(s).
- 2.3 Invoicing shall be in accordance with Section 4 of the Agreement and shall be separated by each specific Task Order.
- 2.4 Consultant agrees to perform services with the same standard of care, skill and diligence normally employed by Consultants performing the same or similar services (the "Standard of Care") and shall require that subcontractors and subconsultants, if any, have the level of skill in the area commensurate with the requirements of the Work to be performed. Consultant shall re-perform any Work not meeting this standard without additional compensation.
- 2.5 Consultant 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.

3. COMPENSATION

- 3.1 The Billing Rates include all direct project costs associated with labor, profit, and overhead expenses (including, but not limited to, taxes, insurance, office costs, all commuting expenses for Consultant staff, telephones and cellular phones, computers, software, computer support, copiers, facsimiles, printers, other miscellaneous office costs, and other fringe benefits).
- 3.2 Billing rate increases shall be reviewed once annually and shall coincide with Consultant's annual compensation adjustment schedule. The aggregate total billing rate increase percentage for the Consultant's staff shall not exceed the Cost of Living Index for the West Region (CPI-U, West Region) percentage increase for the 12-month period ending closest to the proposed effective date of the billing rate increases. Consultant shall submit proposed billing rate increases to the Owner's Representative via a letter that includes labor classifications, named staff within each classification, current billing rate, proposed billing rate, percentage rate change by labor classification and overall, corresponding information for CPI-U, West Region, and justification for any individual increase above the CPI-U, West Region or staff movement between billing classifications. Requests shall be submitted by Consultant a minimum of thirty (30) days prior to the proposed effective date of new billing rates. Owner shall have final approval of all direct labor increases used as the basis of billing the Owner.
- 3.3 Markups shall not exceed five percent (5%) for each Subconsultant or Subcontractor. No markups shall be applied to Subconsultant's or Subcontractor's cost that is greater than twenty-five percent (25%) of a Task Order Price.
- 3.4 All other direct costs (ODCs) shall be established for each Task Order based on the Work that is being requested. Reproduction costs or printing services for specified deliverables shall be reimbursed at cost to Consultant without mark ups.

4. PAYMENT

4.1 Consultant's labor rates for task orders shall be in accordance with Exhibit B – Consultant Rates. The Parties agree labor rates may be reviewed once annually for Consultant staff. Consultant shall submit in writing any proposed labor rate adjustments to Owner at least thirty (30) Days prior to the proposed effective date, with an explanation of why Consultant believes the proposed adjustments are reasonable. Approval of any labor rate increases is at the sole discretion of Owner. Owner shall not unreasonably withhold approval of justified direct labor rate increases.

4.2 On or before the 10th day of each month, Consultant 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 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

Owner will provide a Quarterly Spend Report for Consultant to complete and submit (Exhibit F – Consultant Spend Report Template) which includes, at a minimum, the following information:

- Total amount spent by Consultant and each subcontractor, subconsultant, vendor, and supplier for the quarter;
- Subcontractor/subconsultant name, address and type of service(s) provided;
- Other business attributes that may be required by Owner.

Owner reserves the right to withhold payment, without incurring additional expense from Consultant, if Consultant fails to submit the report within fifteen (15) days of the end of a calendar quarter.

5. AGREEMENT DOCUMENTS

The documents which comprise the entire Agreement between Owner and Consultant concerning the Work consist of the following, all of which are incorporated into and form the entire Agreement ("Agreement Documents"):

- 5.1 This Agreement
- 5.2 Exhibit A – Task Order(s) (including statement of work and fee/rates)
- 5.3 Exhibit B – Consultant Rates
- 5.4 Exhibit C – Confidentiality Agreement
- 5.5 Exhibit D – Consultant Solicitation Response and documentation submitted prior to Notice of Award
- 5.6 Exhibit E – Consultant Insurance Certificates;
- 5.7 Exhibit F – Consultant Quarterly Spend Report

- 5.8 Exhibits G, H, and I – N/A
- 5.9 Exhibit J – WIFIA Program Requirements
- 5.10 Notice(s) to Proceed
- 5.11 Amendments issued after the Effective Date of this Agreement not attached hereto.

6. CHANGES TO AGREEMENT

Neither this Agreement, including any of the Agreement Documents shall be waived, altered, modified, supplemented, extended or amended, in any manner whatsoever, except by written amendment, executed by both Parties. Owner shall not be liable for payment of any additional work performed by Consultant not previously authorized by Owner by written amendment and incorporated into a Task Order.

7. QUALIFICATIONS

All services shall be performed by qualified personnel as required by the State of Oregon to perform said services and as designated in Consultant’s qualification response. Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law.

8. INDEPENDENT CONTRACTOR

8.1 During the Term of this Agreement, Consultant 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. Consultant acknowledges it has the duty to provide continuous, adequate supervision of its personnel, subconsultants and subcontractors, if any. Nowhere in this Agreement shall it be construed or implied that Consultant or any of its subconsultants, subcontractors, affiliates, employees, agents, or representatives are employees, representatives, are agents of Owner. Consultant shall be subject to the direction of Owner only with respect to Exhibit A – Task Order and the general results required by this Agreement. Consultant 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.

8.2 Consultant 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. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefits to Consultant or any of Consultant’s employees, agents, subconsultants, subcontractors or other personnel performing, directly or indirectly, the Work specified herein. Further, it is expressly understood and agreed that neither Consultant nor Consultant’s employees, agents, subconsultants, subcontractors or other personnel shall be entitled to any Owner’s payroll, insurance, unemployment, Worker’s Compensation, retirement or any other benefits whatsoever.

9. SUBCONTRACTOR AND SUBCONSULTANTS

9.1 Consultant may retain subcontractors and subconsultants to carry out the Work outlined in this Agreement. Owner reserves the right to approve all subcontractors and subconsultants prior to their use by Consultant. There shall be no relationship, fiduciary

or otherwise, between Owner and the subcontractors and subconsultants hired by Consultant.

9.2 Consultant agrees that all Work performed for Consultant by a subcontractor or subconsultant will be pursuant to an appropriate agreement between Consultant and the subcontractor or supplier, which specifically binds the subcontractor and subconsultants the applicable terms and conditions of this Agreement, including the confidentiality provisions, in writing.

10. CONFIDENTIALITY

Owner shall provide Consultant with confidential information for the purposes this Agreement. No reports, information and data given to Consultant or prepared or assembled by Consultant under this Agreement shall be made available to any individual or organization by Consultant without the prior written approval of Owner, or as required by law, government regulation, rule, ethical obligation, subpoena, a court order or governmental investigation. Consultant shall agree to and sign a Confidentiality Agreement and shall have all subcontractors and subconsultants agree to and sign a Confidentiality Agreement for documents related to this Agreement. All obligations and restrictions on the use of Confidential Information under this Agreement shall remain in effect for a period of three (3) years from the date this Agreement terminates as set forth in Section 1.

11. OWNERS FURNISHED DATA

Owner shall provide to Consultant data required for performance of the Work. Consultant shall be entitled to rely on the accuracy of such data. However, nothing herein shall relieve Consultant from making such independent review and verification of information provided as necessary to meet Consultant's standard of care as set forth in Section 2.

12. SUCCESSORS AND ASSIGNS

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

13. THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries.

14. COMPLIANCE WITH APPLICABLE LAW

14.1 Generally

Consultant shall keep itself fully informed of and shall exercise the Standard of Care to comply with all federal, state, regional, and local laws, rules, regulations, ordinances, and orders pertaining in any manner to this Agreement and the rules, regulations and orders of any agency or authority having jurisdiction over the Work under this Agreement or persons employed or engaged therein. Consultant shall pay all taxes, including applicable federal, state, regional, county, and city taxes, and taxes of any other governmental entity, applicable to the services performed or materials provided under this Agreement. Consultant shall assist Owner, as appropriate, in Owner's application for permits and approvals typically required of an Owner. By signing this Agreement, Consultant declares

that it has complied with all of the State of Oregon's tax laws at the time of agreement execution and will comply with same for the life of this Agreement.

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 Agreement. This Agreement shall include by reference any other standard contract clauses required by federal, state, and local laws, ordinances, and regulations.

14.2 Prompt Payment

Consultant 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 Consultant labor, equipment, services, or materials for the performance of the Work; (2) of all contributions or amounts due the Industrial Accident Fund from Consultant 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.

14.3 Hours of Labor

Consultant 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.

14.4 Workers' Compensation

All employers, including Consultant, that employ subject workers who work under this Agreement 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. Consultant shall ensure that each of its subcontractors and subconsultants comply with these requirements.

14.5 Prompt Payment for Medical Services

Consultant 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 Consultant, of all sums that Consultant agrees to pay for the services and all moneys and sums that Consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

14.6 Compliance with Laws/Tax Laws

Consultant 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. Consultant agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities to the extent caused by negligent or willful violations of such obligations by Consultant or its subcontractors, subconsultants or suppliers at any tier. Consultant 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 Consultant is subject.

Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (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.

14.7 Recycled Materials

Consultant, in performance of the Work under this Agreement, 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.

14.8 Liens

Provided that Consultant has been paid for all undisputed services, Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof on account of any labor or materials furnished.

14.9 WIFIA

Consultant 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 Consultant its "WIFIA Program Requirements" in Exhibit J. Consultant expressly agrees to comply with these WIFIA Program Requirements to the extent they are applicable to the Consultants services under this agreement.

15. INSURANCE

15.1 At the time of execution of this Master Agreement, Consultant shall provide Owner with certificates of insurance for all insurance coverage indicated in the table below. No task order shall be assigned to Consultant until the certificate of insurance is submitted to Owner. Consultant shall maintain in full force and effect for the term of this Agreement, as Consultant's expense. Owner reserves the right to withhold payments to Consultant in the event of noncompliance with the insurance requirements outlined in the Section 15.

<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. Except as prohibited by law, 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 agreement 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 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>	<p>Additional Insureds shall include: The Owner, its officers, Commissioners, agents and employees, as well as the parties to the Commission: Tualatin</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>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 Stantec 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, subconsultants, 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 reasonably directed by the Owner from time to time.</p>
<p><u>Other Requirements</u></p> <ul style="list-style-type: none"> Consultant 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. Consultant shall provide (30) days written notice to Owner prior to any material reduction or modifications. Consultant's Commercial General Liability and Auto Liability insurance is primary and insurance held by Owner is excess and non-contributory. If Consultant does not comply with this provision, Owner may, in addition to any other remedies it may have, terminate this Agreement, subject to any provision of this Agreement. 	

16. INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its officers, Commissioners, and employees, as well as the parties to the Commission: Tualatin Valley Water District, its members, officers, boards, and employees, the City of Hillsboro, the Hillsboro Utilities Commission, its members, officers, boards, and employees, and the City of Beaverton, its members, officers, boards, and employees; Stantec Consulting Services, Inc., its members, officers, boards, and employees, and Carollo Engineers, Inc., its members, officers, boards, and employees against all liability, loss or expenses, fees (including, but not limited to, reasonable attorney, engineer, architect, other professionals and court costs) and 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 Consultant. Consultant shall obtain similar indemnification for anyone acting on Consultant's behalf in connection with, or incidental to, this Agreement 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 District and Hillsboro, Stantec Consulting Services, Inc. or Carollo Engineers, Inc. to the extent attributable to their own negligence. In addition, Consultant expressly agrees to defend, indemnify and hold Owner, its

elected and appointed officials, officers, and employees, Stantec Consulting Services, Inc., and Carollo Engineers, Inc., against all liability, claims, suits, actions, loss or expenses, including reasonable 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 Consultant 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.

17. RECORD KEEPING

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

18. ACCESS TO RECORDS

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

19. FOREIGN CONTRACTOR

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

20. GOVERNING LAW; JURISDICTION; VENUE

This Agreement 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. The 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.

21. OWNERSHIP OF WORK PRODUCT; LICENSE

Except as provided herein, upon payment to Consultant for all undisputed services in accordance with this Agreement, all work products of Consultant that result from this Agreement ("Work Products") are the exclusive property of Owner. If any of the Work Products contain Consultant's pre-existing intellectual property, adaptations to Consultant's pre-existing intellectual property, or intellectual property of Consultant that is or could be protected by federal copyright, patent or trademark laws or state trade secret laws, Consultant 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 Consultant under this Agreement solely for use in connection with Owner operations. The Consultant shall maintain its ownership rights in any of its pre-existing intellectual property and adaptations. The Parties expressly agree that all works produced pursuant to this Agreement not falling into the exceptions designated above are works specifically commissioned by Owner and that Consultant shall obtain written

permission from Owner before publishing, displaying or using any such Work or Work Products resulting from this Agreement.

Upon payment to Consultant for all undisputed services in accordance with this Agreement, 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 Agreement Documents, shall be the exclusive property of Owner. Consultant will not use any written or other materials developed for Owner under the Agreement Documents in developing materials for others, except as may be specifically provided in writing to the contrary. Owner agrees to indemnify, defend and hold the Consultant harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of Consultant's drawings and specifications, except on projects where the Consultant has been retained to provide services.

This Agreement shall not preclude Consultant from independently developing materials which may be similar to materials developed pursuant to the Agreement Documents.

22. CORRECTION OF ERRORS AND OMISSIONS

Consultant shall perform such additional work as may be necessary to correct errors in the Work required under this Agreement without undue delays and without additional cost to Owner.

23. SUSPENSION, DELAY OR INTERRUPTION OF WORK

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

24. TERMINATION

This Agreement 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 Agreement. Notice shall be provided as outlined in Section 25.

24.1 Termination for Cause

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

24.2 Termination for Convenience

Owner may terminate this Agreement 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.

24.3 Termination Costs

After receipt of written notification that this Agreement has been terminated for convenience, Consultant shall incur no further costs other than reasonable termination costs associated with current activities related to this Agreement. In the event of termination, Consultant'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 and subconsultants, less previous amounts paid and offset for any claim or claims which the Owner have against Consultant. If previous amounts paid to Consultant exceed the amount due to Consultant, Consultant shall pay any excess to Owner within thirty (30) days of the termination effective date.

24.4 Ownership of Work Product

In the event of termination, all original finished and unfinished deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of Owner and Owner shall have a perpetual, royalty-free fully paid, non-exclusive and irrevocable license in the pre-existing intellectual property, adaptations to Consultant's pre-existing intellectual property, or intellectual property of Consultant that is or could be protected by federal copyright, patent or trademark laws or state trade secret laws but only as necessary for the use of or completion of the deliverables and only to the extent such intellectual property is included in finished or unfinished deliverables at the time of termination. Consultant shall be compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination and subject to payment as provided in Section 24.3.

24.5 Right to Set-Off and Other Remedies

Termination shall not relieve Consultant from liability to Owner for damages sustained as the result of Consultant's breach of this Agreement; and Owner may withhold funds otherwise due under this Agreement or any other Agreement Owner may have with Consultant, 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 Agreement is terminated for cause as provided herein and it is subsequently determined that Owner's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures of this Agreement related to a termination for convenience shall apply.

25. NOTICE

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
WWSP Director
1850 SW 170th Avenue
Beaverton, Oregon 97003

If to Consultant:

26. NON-APPROPRIATION OF FUNDS

The continuance of this Agreement is contingent upon the appropriation of funds by Owner to fulfill the requirements of the Agreement. If Owner fails to appropriate sufficient monies to provide for the continuance of the Agreement, 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 Agreement, the Agreement 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 24.

27. ATTORNEY FEES

If a suit or action is filed to enforce any of the terms of this Agreement, the prevailing party on any claim 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 for that claim.

28. SEVERABILITY

The Parties agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

29. SURVIVAL OF COVENANTS

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

30. FORCE MAJEURE

Neither Owner nor Consultant 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 Consultant's reasonable control.

31. WAIVER

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

32. MERGER

This Agreement and attached exhibits constitute the entire agreement between the Parties.

33. MEDIATION

Should any dispute arise between the Parties to this Agreement, 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 Agreement 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.

34. DUTY TO DISCLOSE

Consultant shall disclose to Owner at any time during the term of this Agreement; any debarment, criminal conviction, or civil penalty from a court or regulatory agency or civil judgment (“Sanctions”) against Consultant. Consultant 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 Consultant’s responsibility and ability to perform the Work. Consultant shall also provide documentation of actions taken to assure that such actions, errors, or omissions will not recur.

35. ENTIRE AGREEMENT

This Agreement with all referenced exhibits, appendices or attachments represents the entire understanding of the Owner and Consultant 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 Agreement may not be modified or altered except by written amendment signed by both Parties.

36. COUNTERPARTS; COPIES OF SIGNATURES

This Agreement, Amendments, Task Orders, and Work Change Directives 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.

37. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Consultant and Owner waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other

matters arising out of or relating to the Contract or the services provided by Consultant, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or to their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.

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

OWNERS

OWNER

By:

David Kraska, WWSP Director

Date:

CONSULTANT

By:

Date:

Willamette Water Supply System Commission

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Scope of Work

Task 0 Project Management

0.1 Project Management & Administration

- Prepare monthly progress reports and invoicing including approaches to solve any changes in scope or other challenges
- Monthly review and progress updated meetings with WWSS representatives
- Prepare meeting agendas, notes, and presentation materials for above-stated meetings
- Create long-term schedule to meet project deadlines
- Provide quality control and quality assurance protocol
- Coordinate regularly with WWSS representatives
- Prepare monthly application for payment by 10th of each month
- Identify appropriate method for gathering and tracking client comments

0.2 Kick-off Meeting (90 minutes)

- Define project team roles and responsibilities
- Confirm desired outcomes and project goals
- Confirm project scope, schedule, and budget
- Identify project management tools and data sharing platforms
- Determine communication styles & review processes

0.3 Technology Solutions

- Identify the appropriate tools for secure file-sharing among partners
- Develop online catalog to house toolkit materials
- Conduct a survey to understand existing customer management system databases and procedures.
- Facilitate a Stakeholder Database workshop to explore solutions to catalog, manage and respond to customer questions/inquires
- Recommend solution that aligns with partner agencies' needs, goals, and budget.

Deliverable: Initial project schedule within 10 days of NTP. Monthly invoices and progress reports, meeting agendas, notes, and meeting related presentations. Kick off meeting PPT, agenda and summary notes.

Assumption: 90-minute Kick-off Meeting will be in person at TVWD. 90-min monthly team meetings held virtually via Microsoft Teams. 90-minute virtual Stakeholder Database Workshop. Assumes project length is 14 months and commences Nov 15, 2023.

Task 1 Alignment & Discovery

We will review existing communication channels, frequencies, and content and leverage tactics that have been successful.

1.1 Communication Discovery

- Request existing communication collateral, materials, and information related to WWSS
- Identify and evaluate the WWSS partners’ current communications channels and assets, including, but not limited to social media, newsletter, website, bill inserts, community forums, etc.
- Consider education materials used in other regions related to new source water integration
- Review analytics for communication channels to determine which ones to leverage and how.

1.2 Market Research

- Conduct public polling using dual-mode surveys and interviews conducted online and via telephone.
 - See FM3 scope of work (attached)
- Conduct a 90-minute workshop with WWSS partners to give input on survey and focus group questions.

1.3 Measurement

- Present and discuss public polling findings with the WWSS partners in a 90-minute workshop.
- Identify program milestones to conduct follow-up tracking surveys
- Establish communication benchmarks and performance measures to be included in the Communication Plan

Deliverable:	Full analysis of survey results in PowerPoint. Complete set of responses in Excel. Executive Summary of polling results (2-3 pages, PDF).
Assumption:	Tasks 1.1, evaluation will be of each separate agency; Task 1.2: WSC will work closely with FM3 and the WWSS partners together to determine survey queries; 90-minute Meeting in task 1.2 and 1.3 will be conducted virtually.

Task 2 Stakeholder Mapping

We will confirm key target audiences and their specific interests and level of influence to deliver messaging that effectively appeals to them. “Personas” allow the Commission to best keep in mind these audiences’ characteristics.

2.1 Stakeholder Mapping

- Facilitate 90-minute workshop with all partners.
- Build upon existing identified stakeholders including regional agencies, community leaders, businesses, local media, environmental justice organizations, internal staff, elected officials, and more
- Understand stakeholder's priorities, needs, and potential concerns
- Map stakeholder influence and impact to the project

2.2 Stakeholder Personas

- Develop stakeholder profiles detailing the level of engagement, interests, needs, and concerns of specific audience groups.
- Identify points of contact and credible community advocates to act as champions.

Deliverable: Stakeholder Mapping Summary. Stakeholder Personas in PDF file.

Assumption: In-person Stakeholder Mapping workshop is 90 mins; WSC provides all preparation materials for meeting. Assumes up to 10 stakeholder personas.

Task 3 Campaign Branding

Our communicators and branding specialists will create a unique visual identity and messaging that provides consistency among collateral.

3.1 Brand & Visual Identity

- Host a 60-min workshop to establish brand characteristics and define assets desired for brand
- Facilitate a 90-minute workshop to review draft mood boards and establish campaign name and tagline
- Develop Brand Style Guide
- 90-minute Master Illustration workshop
- Leverage check-in meetings to review materials.

3.2 Key Messaging

- Facilitate 90-minute Master Messaging workshop with project partners.
- Create draft and final document with up to 40 questions and responses.

3.3 Key message Training

- WSC will create and host (2) 3-hour in-person internal key message training to ensure consistency in message delivery across internal staff.
- WSC will create a pre-and post-training evaluation survey for attendees.

Deliverable: (1) One Brand Style Guide including campaign name, color palette, typography, and Master Illustrations; Master Messaging memo. Master Messaging will be appropriate for up to (3) distinct audience groups.

Assumption: (1) 60-minute and (2) 90-min virtual workshops for Task 3.1; (1) 90-minute, in-person workshop for Task 3.2; (2) 3-hour, in-person key messaging training sessions for Tasks 3.3; Assumes client will reserve space for training and pay for it. Assumes we leverage existing WWSS “look and feel” to build upon for Task 3.1. WSC will create new look and feel for this campaign to complement all 3 agency logos.

Task 4 Communication Plan Development

4.1 Communication Plan Outline and Content

- Coordinate with project team on Table of Contents for the Communication Plan
- Draft content of Plan
- Facilitate 90-minute workshop with WWSS partners to review draft content.
- Systematically collect and address comments and edits
- Prepare final plan based on feedback from project team
- Make recommendations for accessibility to wide audiences.

4.2 Timeline Development

- WSC to create a detailed timeline for deployment of the Communications Plan

Deliverable: Draft and Final WWSS Communications Plan

Assumption: (1) 90-minute virtual workshop. Assumes approximately 20-page document and 2-week review time and feedback from partners. Draft and Final Plan delivered in PDF. Assumes using PDF link online editing tool before Final deliverable is exported.

Task 5 Community Relations

Tasks 5 and 6 are strategies part of the communications plan. They are called out under separate headers in this Scope of Work to reflect significance.

5.1 Hard-to-Reach Communities

- Develop strategies to build customer confidence, provide community education, and increase project awareness amongst hard-to-reach communities (seniors, young adults, people whose preferred language is not English, etc)
- Prepare “toolkit” to conduct outreach easily (eg. introductory letters to stakeholders and other relevant materials regarding the project)

5.2 Regional Partnerships

- Identify opportunities to increase program awareness including industry presentations, panel discussion, academic publications, and speaking opportunities (e.g industry conferences)

5.3 Business & Industry

- Identify businesses such as Nike, Intel and restaurant owners and best points of contact.
- Prepare business “toolkit” to facilitate outreach to them including introductory letter and other relevant materials to share with them when appropriate.
- Prepare materials to support three small group meetings with business and industries (one for each Agency) to solicit information on what each user needs. WSC will provide questions, one PPT, one agenda, sign-in sheet and meeting notes for each agency.

5.4 Community Events

- Identify special events and community outreach opportunities to engage target audiences. Including, not limited to:
 - Treatment Plant Facility Tours,
 - Ribbon cutting preparation
 - Farmer’s markets
 - Cultural Fairs
 - In-school outreach to youth K-12 and local universities
- Identify 6 business partners including a coffee house to showcase water and its quality.
- Identify up to 6 early water tasting tabling events (if the WWSS new water supply is ready before official launch).
- Establish a draft guest list with desired attendees for Ribbon Cutting.

5.5 Open Houses (Community Meetings) for the Public

- Identify up to 10 open house opportunities
- Prepare materials for open house events
- Establish goals and strategies for Open House events

Deliverable: Prepare easy to access files for a “toolkit” with pertinent information to Hard-to-Reach communities and Business outreach. One list in Excel of identified contacts/events for Businesses, regional partners, and the community at large.

Assumption: Strategies identified in Task 5 and 6 are part of the communications plan.

Task 6 Public Affairs & Media Strategy

Tasks 5 and 6 are strategies part of the communications plan. They are called out under separate headers in this Scope of Work to reflect significance.

6.1 Public Affairs Strategies

- Establish strategies to engage local elected officials

- Create a briefing packet for elected officials and their staff addressing who, what, when, where, and why.
- Identify opportunities/schedule to meet with elected officials
- Prepare public affairs toolkit to facilitate outreach to them including introductory letter and other relevant materials to share when appropriate.

6.2 Media Outreach Plan

- Identify contacts and profiles for relevant media outlets, including print, podcasts, TV and digital outlets (up to 15)
- Develop a media content calendar for alignment across partners
- Prepare media toolkit to facilitate outreach to them including pitch letter and other relevant materials.

6.3 Crisis Communications Support

- Facilitate (1) 3-hour training to practice a mock emergency/table-top exercise to prepare for perceived or real water quality crisis.
- Write speaking points (up to 40) specific to this Task.
- Create an organization chart to articulate roles, responsibilities, and related protocol around a crisis.

Deliverable: Public Affairs toolkit including briefing packet. Agenda and PPT for crisis communication trainings; Speaking points; Roles and Responsibilities Chart (PDF)

Assumption: Commission pays for training space.

Task 7 Content Development

7.1 Video & Photography

- Develop (up to 3) education videos up to 3-minutes long each
- Assumes 6 hours of filming and b-roll collection
- Assumes 6 hours of professional photography

7.2 Website

- Develop (4) micro-websites within the client's existing web presence, including copy, content, and photos. WSC will work with each agency's web manager to populate these pages.
- Assumes 30-hours of web support and maintenance

7.3 Paid Media

- Identify relevant online and print outlets (up to 15 outlets)
- Develop relevant advertisements for publication (up to 5)

7.4 Earned Media.

- Identify and write (2) topics for press release associated with key milestones
- Identify topics and authors and write (2) Op-eds

7.5 Handouts

- (3) Tri-fold brochure (1 for three identified key audiences)
- (3) 8.5x11" 2-sided handout (1 for three identified key audiences)

7.6 Newsletter

- Establish topics and content for electronic newsletter
- Draft (4) articles (up to 600 words each)

7.7 Frequently Asked Questions

- Develop FAQ for (3) audiences. Up to 40 questions/answers total.
- Support posting those to the project mini-websites

7.8 Presentations

- Design (3) presentation templates in the recommended brand

7.9 Social Media

- Develop and design (8) evergreen social media posts for up to (5) channels, including imagery and captioning for each of those social media channels. Assumes Facebook, Instagram, Twitter ("X"), Nextdoor and LinkedIn.

7.10 Bill Inserts

- Design (3) double-sided bill inserts

7.11 Mailer

- Design (1) 8.5x11" letter mailer for multi-purpose use
- Design (3) 8.5" x 5" post cards (half page)

7.12 Media Monitoring

- Design Excel tool to track media hits with dates, publications, and circulation numbers. The Excel sheet will also track perceived concerns seen in articles.
- Assumes 33 hours of support

7.13 Tchotchke creation

- Mousepad design (1)
- Coffee mug design (1)
- Posters (3)
- Stand up banner (3)
- Key chain, pen, water bottle, t-shirt, and tote bag (1 each)

Deliverable: Above stated collateral in English and Spanish. WSC will leverage check-in meetings to review these products and approve them.

Assumption: Products are in Spanish and English language only. WSC will not incur hard costs for these items. WSC can make recommendations for printing vendor if requested. Size and quantity are specified above. FAQs will be tailored for each of the three agencies' needs.

General Assumptions:

- Fee assume 3 rounds of review on collateral materials. Guidelines for review will be established during the Kick-Off.
- Fee assumes collateral materials in English and Spanish.
- Fee does not include direct costs such as paid ads, printing, production, or room reservations.

Task No.	Task Description	WSC										WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	FM3 Labor Fee	ALL FIRMS Total Fee
		Project Manager	Principal in Charge	Deputy Project Manager	Creative Director	Crisis Communications and Media Lead	Technical Advisor	Technology Solutions Lead	Communication Support	Graphic Illustrator							
		Jennifer Rogers	Haili Matsukawa	Amada Pabler	Niao Thoming	Amy Stevens	Susan Schlaagen	Joseph Daldega	Communication Support	Frederick Fraaktis							
	<i>Billing rates, \$/hr</i>	\$235	\$235	\$180	\$180	\$235	\$245	\$235	\$180	\$140							
0	Project Management																
0.1	Project Management & Administration	65	20	40			5		14		144	\$ 31,320	\$ 1,200	\$ 32,520		\$ 32,520	
0.2	Kick-off Meeting	4	2	4				2	4		18	\$ 3,930	\$ -	\$ 3,930		\$ 3,930	
0.3	Technology Solutions	8	8	8				40	5		69	\$ 17,260	\$ -	\$ 17,260		\$ 17,260	
	SUBTOTAL	77	30	52	0	0	7	42	23	0	231	\$ 52,510	\$ 1,200	\$ 53,710	\$ -	\$ 53,710	
1	Alignment and Discovery																
1.1	Communication Discovery	8		6					4		18	\$ 3,680	\$ -	\$ 3,680		\$ 3,680	
1.2	Market Research	10		4		8			4		26	\$ 5,670	\$ -	\$ 5,670		\$ 5,670	
1.3	Measurement	8	4	6			2		4		24	\$ 5,190	\$ -	\$ 5,190	\$ 71,400	\$ 76,590	
	SUBTOTAL	26	4	16	0	8	2	0	12	0	68	\$ 14,540	\$ -	\$ 14,540	\$ 71,400	\$ 85,940	
2	Stakeholder Mapping																
2.1	Stakeholder Mapping	8	4	4	4			4			24	\$ 5,320	\$ -	\$ 5,320		\$ 5,320	
2.2	Stakeholder Personas	10	4	4	4					15	37	\$ 6,910	\$ -	\$ 6,910		\$ 6,910	
	SUBTOTAL	18	8	8	8	0	4	0	0	15	61	\$ 12,230	\$ -	\$ 12,230	\$ -	\$ 12,230	
3	Campaign Branding																
3.1	Brand & Visual Identity	14		8	42				8	38	110	\$ 19,050	\$ -	\$ 19,050		\$ 19,050	
3.2	Key Messaging	40	8	12	20				8		88	\$ 18,640	\$ 2,000	\$ 20,640		\$ 20,640	
3.3	Key Messaging Training	20		8	2						30	\$ 6,500	\$ -	\$ 6,500		\$ 6,500	
	SUBTOTAL	74	8	28	64	0	0	0	16	38	228	\$ 44,190	\$ 2,000	\$ 46,190	\$ -	\$ 46,190	
4	Communications Plan																
4.1	Communication Plan Outline & Content	60	12	20	12	6	4		10		124	\$ 27,110	\$ -	\$ 27,110		\$ 27,110	
4.2	Timeline Development	12	4	4	2	4	4				26	\$ 5,900	\$ -	\$ 5,900		\$ 5,900	
	SUBTOTAL	72	16	24	14	6	8	0	10	0	150	\$ 33,010	\$ -	\$ 33,010	\$ -	\$ 33,010	
5	Community Relations																
5.1	Hard-to-Reach Communities	12	1	10			4		5		32	\$ 6,755	\$ -	\$ 6,755		\$ 6,755	
5.2	Regional Partnerships	12	1	10			4		5		32	\$ 6,755	\$ -	\$ 6,755		\$ 6,755	
5.3	Business & Industry	15	4	10	2		4		5		40	\$ 8,585	\$ -	\$ 8,585		\$ 8,585	
5.4	Community Events	12	1	10			4		5		32	\$ 6,755	\$ -	\$ 6,755		\$ 6,755	
5.5	Open Houses for the Public	12	2	10			4		5		33	\$ 7,010	\$ -	\$ 7,010		\$ 7,010	
	SUBTOTAL	63	9	50	2	0	20	0	25	0	169	\$ 35,860	\$ -	\$ 35,860	\$ -	\$ 35,860	
6	Public Affairs and Media Strategy																
6.1	Public Affairs Strategies	8	8	2					5		23	\$ 5,180	\$ -	\$ 5,180		\$ 5,180	
6.2	Media Outreach Plan	16	2	10		12			5		45	\$ 9,790	\$ -	\$ 9,790		\$ 9,790	
6.3	Crisis Communications Support	12	8	2		12			5		39	\$ 8,940	\$ -	\$ 8,940		\$ 8,940	
	SUBTOTAL	36	18	14	0	24	0	0	15	0	107	\$ 23,910	\$ -	\$ 23,910	\$ -	\$ 23,910	
7	Content Development																
7.1	Video & Photography	13			33				10		56	\$ 10,795	\$ 3,000	\$ 13,795		\$ 13,795	
7.2	Website	20			60				20		100	\$ 19,100	\$ -	\$ 19,100		\$ 19,100	
7.3	Paid Media	13							12		35	\$ 7,565	\$ -	\$ 7,565		\$ 7,565	
7.4	Earned Media	13				10			12		35	\$ 7,565	\$ -	\$ 7,565		\$ 7,565	
7.5	Handouts	25			30				10		65	\$ 13,075	\$ -	\$ 13,075		\$ 13,075	
7.6	Newsletter	13			5				20		38	\$ 7,555	\$ -	\$ 7,555		\$ 7,555	
7.7	Frequently Asked Questions	25			5				20		50	\$ 10,375	\$ -	\$ 10,375		\$ 10,375	
7.8	Presentations	12			8				20		40	\$ 7,860	\$ -	\$ 7,860		\$ 7,860	
7.9	Social Media	15			23				10		48	\$ 9,465	\$ -	\$ 9,465		\$ 9,465	
7.10	Bill Inserts	11			13				8		32	\$ 6,365	\$ -	\$ 6,365		\$ 6,365	
7.11	Mailer	13			18				10		41	\$ 8,095	\$ -	\$ 8,095		\$ 8,095	
7.12	Media Monitoring	15				10			8		33	\$ 7,315	\$ -	\$ 7,315		\$ 7,315	
7.13	Tchotchke Creation	10			22				8		40	\$ 7,750	\$ -	\$ 7,750		\$ 7,750	
	SUBTOTAL	198	0	0	217	30	0	0	168	0	613	\$ 122,880	\$ 3,000	\$ 125,880	\$ -	\$ 125,880	
	COLUMN TOTALS	564	93	192	305	68	41	42	269	53	1627	\$ 339,130	\$ 6,200	\$ 345,330	\$ 71,400	\$ 416,730	

5% mark-up for sub-contracted services; All other direct costs (DDCs) shall be established for each Task Order based on the work being requested. Reproduction or printing costs for deliverables shall be reimbursed at cost to Consultant without mark ups.
 Standard mileage rate \$0.625 per mile (or current Federal Mileage Reimbursement Rate)
 Rates are subject to revision as of January 1 each year.

Willamette Water Supply System Commission

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Exhibit D
WSI Comms Best Value Scoring Post Interview

	4.04 Project Approach (50)	4.05 Project Schedule Implementation (10)	4.06 Staff Summary (20)	4.07 Reference (20)	Total Score (100)
WSI Communications	41	8	18	18	84
Brown & Caldwell	45	7	17	18	88
WSC	0	0	0	0	0
Respondent 3	0	0	0	0	0
Respondent 4	0	0	0	0	0
Respondent 5	0	0	0	0	0

Willamette Water Supply System Commission

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Willamette Water Supply

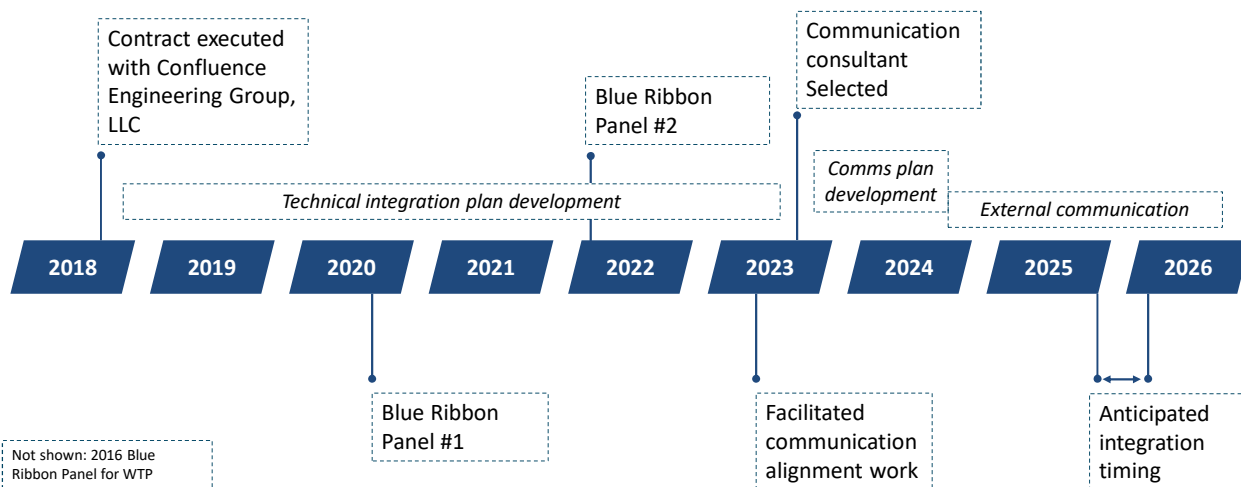
Our Reliable Water

4A. Approve Water Supply Integration Communications Plan, Toolkit, and Engagement Support Master Services Agreement and Task Order #1 - *Christina Walter*

November 2, 2023

1

Water Supply Integration Timeline



2

WSI Communication Plan, Toolkit, and Engagement Support Request for Proposal (RFP) Timeline

August 16, 2023

- RFP published
- Six firms requested full RFP

August 24, 2023

- Four firms participated in proprietary meetings

September 19, 2023

- Two proposals received

October 11, 2023

- Two interviews held

3

WSI Communication Plan, Toolkit, and Engagement Support MSA

- Develop a comprehensive communication plan and timeline
- Identify priority audiences
- Develop key messaging and community engagement strategies
- Test messaging prior to regionwide implementation and measure effectiveness
- Develop for Owner use: graphics, videos, sound bites, fact sheets, info graphics, trainings for front line staff
- Develop internal trainings and briefings

4

Contract Management Approach

- Immediate emphasis determining key target customer groups and their priorities, needs, concerns, and sources of information
- Anticipate information learned from customer polling and surveys will refine scope of work and focus efforts
- Some budget/tasks may be re-prioritized, but kept within this maximum (not to exceed) budget for Task Order #1
- WSC to add value/expertise in areas of market research on owners' customers, crisis communications, and media strategy planning

5

Budget Impact – Task Order #1

Water Systems Consulting, Inc., MSA 2024-008

Task Order #1 Budget: \$416,730

Estimated Distribution:		
City of Beaverton	4.96%	\$20,669.81
City of Hillsboro	33.25%	\$138,562.73
TVWD	51.59%	\$214,991.00
TVWD – Only (MPE)	10.2%	\$42,506.46
TOTAL		\$416,730

6

Requested Board Action

Consider approving MSA 2024-008 and Task Order #1 with Water Systems Consulting, Inc., in the amount of \$416,730.00 to provide Water Supply Integration Communication Plan, Toolkit, and Engagement Support to the Willamette Water Supply Program and its Owners.

STAFF REPORT

To: WWSS Board of Commissioners
From: Dave Kraska, P.E., General Manager
Date: November 2, 2023
Subject: Water Treatment Plant Schedule Recovery Progress Update

Key Concepts:

On time completion of the Willamette Water Supply System (WWSS) construction is of critical importance to the Partners (TVWD and the cities of Hillsboro and Beaverton), but the Water Treatment Plant (WTP_1.0) project is currently behind schedule. At the November WWSS Commission Board meeting, staff will share a presentation of the following information:

- Summary of the current WTP_1.0 schedule and finish date
- Efforts underway to identify and evaluate options for recovering the project schedule
- Current, expanding activities at the WTP_1.0 project site

Background:

On-time completion of the Willamette Water Supply System (WWSS) is the primary goal of the Willamette Water Supply Program (WWSP). A detailed review of the WWSP schedule and budget at the end of Fiscal Year 2023 revealed that some projects were performing at a slower spend rate than originally anticipated, but only the Water Treatment Plant project (WTP_1.0) is currently threatening on-time completion of the WWSP.

This information was shared with both the WWSS Commission Board and the TVWD Board in August, along with a high-level plan for schedule recovery on the WTP_1.0 project. Since that time, the WWSP team has been working with the WTP_1.0 general contractor (Sundt Construction, Inc.) on a schedule recovery plan while simultaneously continuing to manage the expanding activities on the WTP_1.0 project site.

The WWSP team has held weekly schedule review meetings with the contractor, including a session on August 30, 2023, where the project schedule was the primary topic. The contractor has proposed several construction technique changes that they believe will reduce the overall project schedule significantly. The WWSP team is also performing an independent, detailed review of the project schedule (which includes thousands of tasks) to identify potential efficiencies and work plan changes to further reduce the schedule. Additionally, 6-day work weeks and/or second shifts are being considered for certain trades.

At the November WWSS Commission Board meeting, staff will share a presentation that provides additional details on these activities. Staff will also summarize the status of the WTP_1.0 project schedule recovery plan, including the anticipated date that it will be able to support WWSS commissioning and startup activities.

Budget Impact:

Informational item only. There are no budget impacts from this staff report. All items discussed in this report are included in WWSP Baseline 8.1 budget.

Water Treatment Plant Schedule Recovery Progress Update

November 2, 2023

Page 2 of 2

Staff Contact Information:

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

Attachments:

None

Willamette Water Supply

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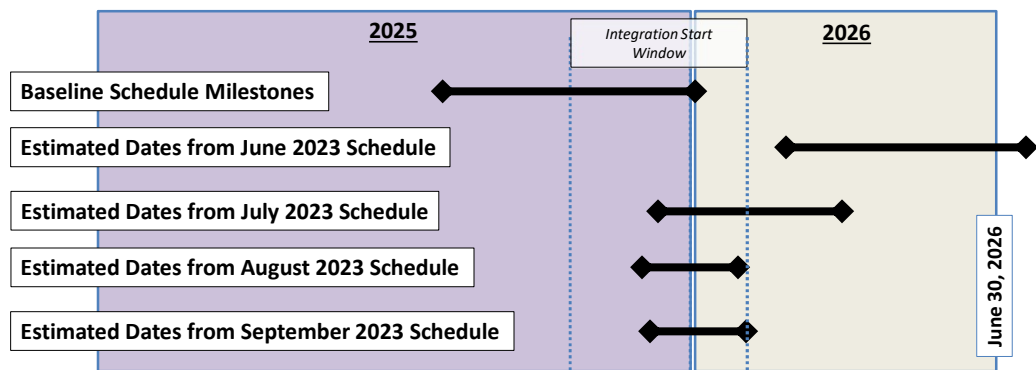
5A. Water Treatment Plant Schedule Recovery Progress Update – *David Kraska*

November 2, 2023

1

WTP and System Commissioning Schedule Status

November 2023



Legend: WTP Complete WWSS Commissioned

2

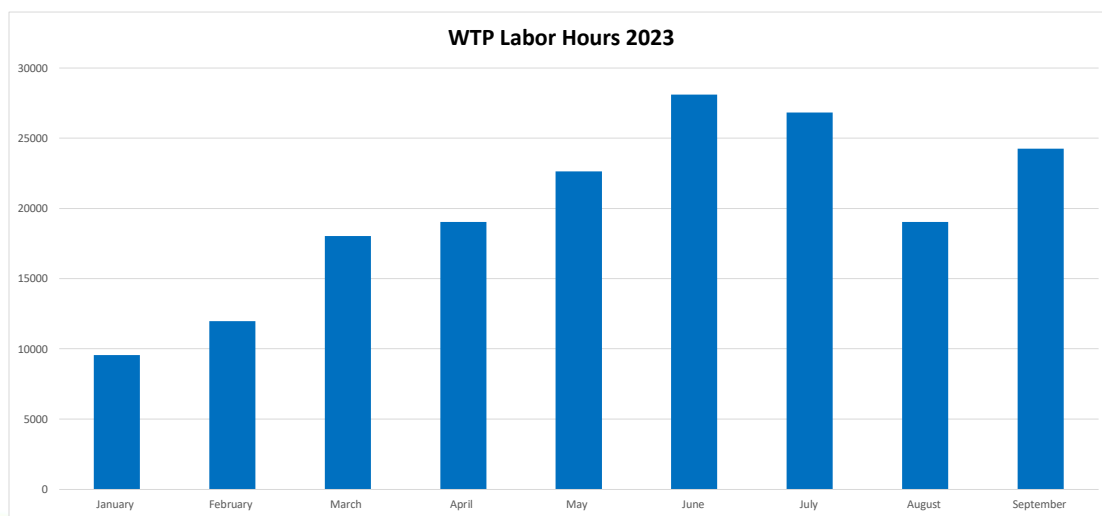
On-going Contractor Coordination

- Delay Prevention:
 - CM Team and Design Engineer prioritizing urgent field issue resolution
 - Weekly RFI and submittal prioritization with Contractor, Design Engineer, and CM Team
 - CM Team participation in subcontractor coordination meetings
- Schedule Recovery Activities

Activity	Status	Potential Schedule Improvement	Potential Cost Impact
Optimizing schedule logic for future activities	Ongoing through early 2024	None to Medium	0
Construction technique changes	Go / No-Go by end of 2023	Low to Medium	\$
Coating product substitution	Go / No-Go by end of 2023	None to Low	\$
6-day workweek or second shifts for certain trades	In review through end 2023	Medium to High	\$\$

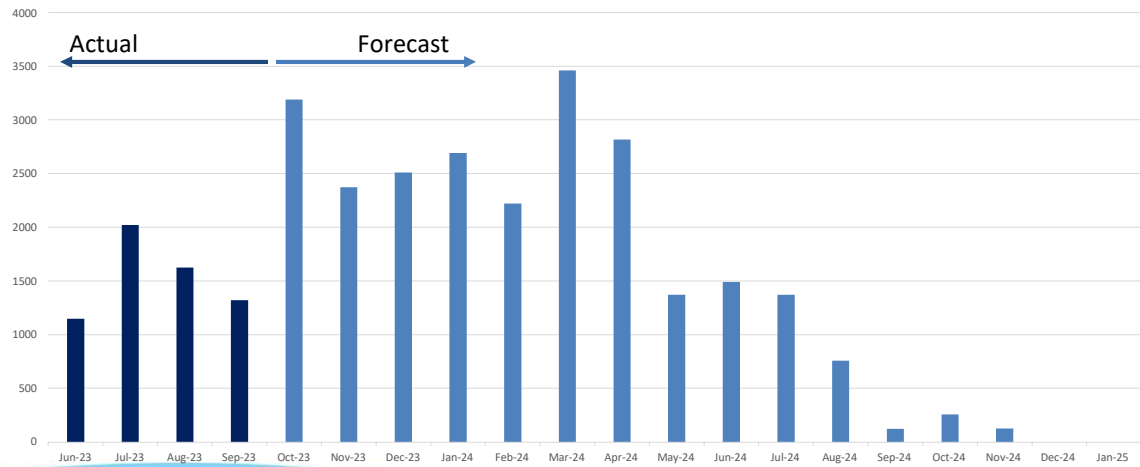
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WTP_1.0 Craft Labor Force



4

Concrete Quantities by Month



Willamette Water Supply
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5



6

Willamette Water Supply System Commission

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STAFF REPORT

To: WWSS Board of Commissioners
From: Joelle Bennett, P.E., WWSP Assistant Program Director
Date: November 2, 2023
Subject: Anticipated Business Agenda Items for the December 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 a staff recommendation for the following business agenda item:

1. Approve WTP_1.0 GMP2 Contract for Construction

Background:

There is one anticipated business agenda items for the December 7, 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. Approve WTP_1.0 GMP2 Contract for Construction

The WTP_1.0 project is being delivered using the Construction Manager/General Contractor (CM/GC) method. The CM/GC contractor, Sundt Construction, Inc., has been onboard since January 2019 participating in the WTP_1.0 final design. After the 100 percent design was completed in July 2021, the CM/GC prepared the first Guaranteed Maximum Price (GMP) for construction in late 2021.

GMP1 included most of the site development work including startup and commissioning of the raw water system and water treatment plant. Items installed closer to the end of the project were purposefully excluded from GMP1. Sundt is completing the preparation of GMP2 for the site finishes this month, which includes asphalt, curb and gutter, sidewalks, fencing, and landscaping. Startup and commissioning of the finished water system is also included in GMP2. The anticipated value of the work is \$15 to \$20 million.

Budget Impact:

Anticipated costs for the actions described in this staff report are reflected in the WWSP FY 2024 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 (August 2023 – February 2024)



Approvals and Procurement Forecast: August 2023 through February 2024

This report provides a six-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 2024 Rebaseline Schedule and Budget and WWSS Fiscal Year 2024-2025 Work Plan and Budget	Approve	N/A	1/18/2024 t	2/2/2024 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. WTP_1.0 Financial Assurance for Sherwood Public Improvements	Approve	N/A	MC: 7/20/2023 a	N/A
		Execute	8/1/2023 a	N/A	N/A
	4. PLM_4.2 WCLUT Construction IGA Amendment	Approve	N/A	N/A	N/A
		Execute	8/8/2023 a	N/A	N/A
	5. PLM_4.3 City of Tigard Temporary Commissioning Discharge Facility IGA	Approve	N/A	2/15/2024 t	3/7/2024 t
		Execute	3/29/2024 t	N/A	N/A
Contracts (above Program Director’s Authority)	6. Water Supply Integration Communication Plan, Toolkit, and Engagement Support <ul style="list-style-type: none"> • Goal: Provide communications planning, materials, and public engagement support for Water Supply Integration • Value: TBD 	Approve	N/A	10/19/2023 t	11/2/2023 t
		Execute	11/3/2023 t	N/A	N/A
Contract Amendments and Change Orders (above Program Director’s Authority)	7. Public Outreach Services <ul style="list-style-type: none"> • Goal: Provide additional public outreach during the term August 1, 2023, through June 30, 2024. • Value: \$531,106.76 • Contractor: Consor North America Inc. (formerly Barney & Worth) 	Approve	N/A	7/20/2023 a	8/3/2023 a
		Execute	8/4/2023 a	N/A	N/A
	8. WTP_1.0 GMP2 for Construction <ul style="list-style-type: none"> • Goal: Construct WTP_1.0 which covers landscaping, asphalt, curbs/sidewalks, striping, signage, fencing, and finished water system commissioning • Value: \$15-\$20 M (Estimated) • Contractor: Sundt Construction 	Approve	N/A	11/16/2023 t	12/7/2023 t
		Execute	12/8/2023 t	N/A	N/A
Local Contract Review Board (LCRB) Actions	9. None	Approve	N/A	N/A	N/A
Other	10. None	Approve	N/A	N/A	N/A
		Execute	N/A	N/A	N/A

Willamette Water Supply System Commission

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**Willamette Water Supply System Commission
Board Meeting**

November 2, 2023
