



Board of Commissioners Monthly Meeting
Monday, October 28, 2024, 4:30 PM
17661 Pilkington Road, Lake Oswego OR

AGENDA ITEMS

- | | | | |
|-------|--|------------------------|---------|
| I. | Call to Order | | 4:30 PM |
| II. | Public Comment (2 Minute Limit) | | 4:32 PM |
| III. | Review and Approval of Minutes | | 4:35 PM |
| | • September 23, 2024 Regular Board Meeting | | |
| IV. | General Manager's Report | | 4:37 PM |
| V. | Legislative Liaison for Grant Funding Update | Commissioner Magura | 4:47 PM |
| VI. | Unfinished Business | | 4:57 PM |
| | • Supervisory Control & Data Acquisition (SCADA)
and Peripheral Site Control Improvements Project | | |
| VII. | New Business | | |
| | • Automated External Defibrillators | Commissioner Patterson | 5:00 PM |
| | • Budget Allowance for Legislative Liaison Grant
Funding | | 5:15 PM |
| | • General Services Agreement – RH2 Engineering | | 5:20 PM |
| | • Resilient Backbone and AC Pipe Replacement
Project – RH2 Engineering | | 5:25 PM |
| VIII. | Adjournment | | 5:30 PM |

Upcoming Meetings

Regular Board Meeting: Monday, November 25, 2024 at 4:30 P.M.

Regular Board Meeting: Monday, December 16, 2024 at 4:30 P.M.

*The public is welcome to attend the meeting in person or by calling 971-517-3083.
By calling into the phone bridge, you consent to being recorded.*

**CALL
TO
ORDER**



PUBLIC COMMENT



REVIEW & APPROVAL OF MINUTES



**Rivergrove Water District
Board of Commissioners Regular Meeting Minutes
Monday, September 23, 2024**

A regular meeting of the Board of Commissioners was held on this day at 17661 Pilkington Road, Lake Oswego. Commissioner Roth presided over the meeting via the phone bridge. In-person attendees included: Commissioners Johnson, Magura, Patterson, and Howell. The General Manager also attended.

1. **Call to Order:** The meeting was called to order at 4:30 p.m.
2. **Auditor Report FY 2023/2024:** Mr. Russell Ries, CPA, from Jarrad, Seibert, Pollard and Co attended the meeting and presented the results of the Annual Audit. All financial accounting was in good order; the District received a clean and unmodified opinion based on the cash basis of accounting. Mr. Ries commented on how well the financial records were accurately maintained and noted all Oregon standards were met. The Audit Report was accepted by the Board by a motion from **Commissioner Howell, seconded by Commissioner Patterson, and passed unanimously.**

Commissioner Patterson inquired whether Mr. Ries thought automated external defibrillators should be available at the District. Discussion ensued with comments from Mr. Ries, Commissioner Patterson, and Commissioner Johnson. Commissioner Johnson stated this topic was not included on the meeting's agenda and further discussion should be postponed until the October Board meeting where the topic could be placed on the agenda and discussed appropriately.

3. **Public Comment:** No public comment was received.
4. **Review and Approval of Minutes:** The August 26, 2024 Board meeting minutes were approved by a motion from **Commissioner Magura, seconded by Commissioner Howell, and passed unanimously.**
5. **Monthly General Manager's Report:** See attached.
6. **Unfinished Business:** Supervisory Control & Data Acquisition (SCADA) & Peripheral Site Control Improvements Project: The General Manager briefed a Request for Proposal with project specifications was sent to eight qualified bidders with a response date of October 31, 2024. Once bids are received, they will be reviewed by the Board along with an earlier bid received from Control Systems Northwest.
7. **New Business:** Steps for Applying and Installation of a New/Upgraded Water Service: The District Development Form "Steps for Applying and Installation of a New/Upgraded Water Service" was revised to make it a mandatory requirement for an existing development (single service) that is being torn down and rebuilt to schedule a Pre-Application Conference with District representatives. In addition, all applicants applying for water service are required to submit three collated sets of approved building plans from the governing municipality. The motion was moved by **Commissioner Johnson, seconded by Commissioner Patterson, and passed unanimously.**
8. **Adjournment:** The meeting was adjourned at 5:35 p.m. The next regular meeting will be held on Monday, October 28, 2024.

James W. Johnson, Secretary

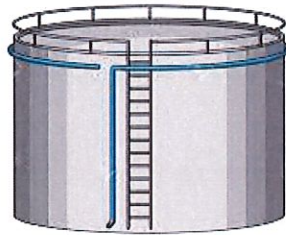
Date

Christine K. Roth, Chair

Date

General Manager's Report

Operations



Administrative/HR/Finance





GENERAL MANAGER'S REPORT

October 2024

Water Operations

- **2024 Annual Backflow Testing Program - Completed**

- o District statistics are as follows:
 - Total Backflow Connections: 583
 - Total Connections Passed: 583
 - Total Connections Failed: 0
 - Current Compliance Percentage: 100%

- **Production versus Consumption Report**

PRODUCTION versus CONSUMPTION								
Month	Production (HCF)	Consumption (HCF)	Unaccounted Known (HCF)	Unaccounted Unknown (HCF)	Unaccounted %	Unit Loss per Service Connection	Number of Services	Revenue
Oct 24	45,266	43,534	365	1,367	3.0%	.98	1,388	\$245,202
Aug 24	44,347	40,757	370	3,220	7.2%	2.3	1,387	\$233,693
Jun 24	22,786	20,725	67	1,994	8.7%	1.4	1,385	\$149,862
Apr 24	14,601	13,187	170	1,244	8.5%	.90	1,385	\$122,234
Feb 24	16,637	14,816	106	1,715	10%	1.2	1,385	\$128,388
Dec 23	17,756	16,574	116	1,066	6.0%	.77	1,383	\$134,561
Oct 23	42,636	39,313	141	3,182	7.4%	2.3	1,383	\$217,747

Anomalies: Chlorine Analyzers – 58 HCF; Leaks: N/A; PRV Station - 0 HCF, District Shop – 0 HCF; Pilkington Rd – 90 HCF; Rosewood Shopping Center – 10 HCF; Annual Hydrant Flushing – 192 HCF; Hydrant #72 Fire Flow Test – 3 HCF; Hydrant #116 Installation Flush – 2 HCF; Reservoirs 1/2 Restoration – 5 HCF; Oswego Bay Curb Stop Repair – 5 HCF

- **Annual Meter Box Clean-out**

- o District statistics are as follows:
 - Total Meter Boxes: 1386
 - Total Boxes Cleaned: 850
 - Current Percentage Completed: 61%

- **Customer Assistance Requests & On Call Duty**

- Site visit requests: 34
- Emergency callouts: 0

Finance/Administrative/HR

- **District Website Mandatory Upgrade Requirements**

- o The Department of Justice signed final rule under Title II of the Americans with Disabilities Act to ensure accessibility of web content and mobile applications for people with disabilities
- o State and local governments must ensure their websites and mobile applications are accessible to people with disabilities to ensure they are not excluded from accessing critical public services that are available to others
- o District website must comply with these requirements by **April 2026**
- o Our website host, Streamline, has updated their platform to comply with the changes and will offer a Legacy Discount to current customers to upgrade to the new plan

- Current monthly website cost is \$126 and will be increased to \$196 effective February 1st, 2025
 - An upgraded version of the website is available at a monthly cost of \$298
- We are currently reviewing our website to determine if any documents, forms, resolutions, and other material will need to be modified to meet the new ADA requirements

- **Employee Training Completed**

- Top 10 Safety Rules, Fire Prevention, Prioritizing Wellness (All employees)
- Phishline Training: Sensitive Data (All employees)

Capital Improvement Projects

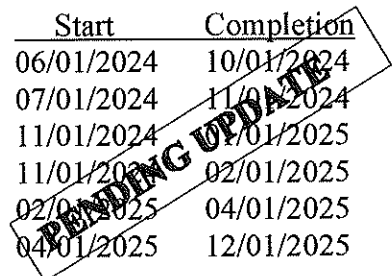
- **Supervisory Control and Data Acquisition (SCADA) and Peripheral Site Control Improvements Project**

- The District's SCADA System is at end of life with total replacement required
 - Due to the high cost of the project, the project was sent to other contractors to ensure competitive bidding
 - Local municipalities and other water districts were contacted for recommendations
- A Request for Proposal was sent to eight contractors based on qualifications:
 - Automation Group Declined
 - Control Systems NW Proposal Received
 - Industrial Systems Proposal Pending
 - Mission Communications Proposal Pending
 - OCD Automation Proposal Pending
 - Portland Engineering, Inc. Proposal Pending
 - S&B System Specialists Proposal Pending
 - Taurus Power & Controls Proposal Pending
 - Technical Systems, Inc. Proposal Pending
- Each contractor requested a site visit of the District to ensure their submissions encompassed the entire scope of work
 - The General Manager met with every representative and led a tour of the facilities to ensure the scope of work was understood and answer any questions
 - Proposals are due to the District **October 31st, 2024**

- **Resilient Backbone and Asbestos Cement Pipe Replacement Program**

- Business Oregon has reviewed and approved the District's financial documents and legal opinion submitted last month
- Project Details:

	Estimated Dates	
	Start	Completion
▪ Survey, Geotechnical Exploration & Evaluation	06/01/2024	10/01/2024
▪ Preliminary Engineering and Utility Coordination	07/01/2024	11/01/2024
▪ Permitting	11/01/2024	01/01/2025
▪ Final Design	11/01/2024	02/01/2025
▪ Bidding and Contract Award	02/01/2025	04/01/2025
▪ Procurement and Construction	04/01/2025	12/01/2025



FINANCIAL REPORTS



**Monthly Reconciliation Summary -
Checking, Deposit, and LGIP Accounts**

Balance Sheet

Accounts Receivable Summary

Check Register

Revenue & Expense Budget vs Actual

Monthly Reconciliation Summary September 2024

**Reviewed & Approved by Commissioners
Board Meeting: October 28, 2024**

Bank Account Name	QuickBooks Account Number	Bank Statement Date	QuickBooks Beginning Balance	Statement Ending Balance	QuickBooks Ending Balance	Uncleared Balance
Banner Bank (Checking)	1015	9/30/2024	\$ 373,491.81	\$ 374,102.33	\$ 367,682.02	\$ 6,420.31
Banner Bank (Deposit)	1085	9/30/2024	\$ 59,855.07	\$ 60,074.59	\$ 60,074.59	\$ -
LGIP (SDC)	1106	9/30/2024	\$ 422,545.33	\$ 424,383.40	\$ 424,383.40	\$ -
LGIP (Capital Improvement)	1107	9/30/2024	\$ 830,636.79	\$ 834,238.32	\$ 834,238.32	\$ -
LGIP (Unemployment)	1108	9/30/2024	\$ 40,954.35	\$ 41,132.50	\$ 41,132.50	\$ -
LGIP (Truck)	1109	9/30/2024	\$ 38,790.30	\$ 38,959.04	\$ 38,959.04	\$ -
LGIP (Non-Restricted)	1110	9/30/2024	\$ 275,236.99	\$ 276,434.27	\$ 276,434.27	\$ -

Checks issued this period 10086 - **10090** from Banner Bank Act 1015

Checks voided this period: 10088

RIVERGROVE WATER DISTRICT
Balance Sheet
As of September 30, 2024

	<u>Sep 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1015 · Checking - Banner Bank	368,002.49
1085 · Water Deposit-Banner Bank	59,805.07
1100 · LGIP	
1101 · Restricted	
1106 · System Development Account	422,545.33
1107 · Capital Improvement Account	830,636.79
1108 · Unemployment Account	40,954.35
1109 · Truck & Equipment Account	38,790.30
Total 1101 · Restricted	1,332,926.77
1110 · Non-Restricted	275,236.99
Total 1100 · LGIP	1,608,163.76
Total Checking/Savings	2,035,971.32
Total Current Assets	2,035,971.32
TOTAL ASSETS	2,035,971.32
LIABILITIES & EQUITY	
Equity	
32000 · All Fund Balances	2,093,095.54
Net Income	-57,124.22
Total Equity	2,035,971.32
TOTAL LIABILITIES & EQUITY	2,035,971.32

RIVERGROVE WATER DISTRICT

Accounts Receivable Summary

From 08/10/2024 Through 10/10/2024

<u>OPEN BALANCE</u>				<u>Balance</u>
				-1,041.11
	-1,041.11			-1,041.11
BI-MONTHLY-Adjustment	<u>Amount</u>		<u>Usage</u>	<u>Count</u>
WATER	405.18		-141.00	9
WATER Miscellaneous	180.00		0.00	5
WAT Penalty	260.00		0.00	10
***Total Adjustment	845.18		-141.00	24
BI-MONTHLY-Charge	<u>Minimum</u>	<u>Overage</u>	<u>Usage</u>	<u>Count</u>
WATER	156,040.48	324,783.24	84,696.00	2,796
***Total Charge	156,040.48	324,783.24	84,696.00	2,796
BI-MONTHLY-Penalty	<u>Amount</u>			<u>Count</u>
WATER	1,980.00			132
***Total Penalty	1,980.00			132
BI-MONTHLY-Miscellaneous	<u>Amount</u>			<u>Count</u>
WATER Miscellaneous	2,402.12			47
***Total Miscellaneous	2,402.12			47
BI-MONTHLY-Payment	<u>Amount</u>			<u>Count</u>
WATER	-231,999.91			1,480
WATER Miscellaneous	-2,562.12			4
WAT Penalty	-2,039.00			2
***Total Payments	-235,692.03			1,486
BI-MONTHLY-Return Check	<u>Amount</u>			<u>Count</u>
WATER	421.80			2
***Total Return Check	421.80			2
BI-MONTHLY-Deposit Applied	<u>Amount</u>			<u>Count</u>
WATER	-750.00			15
***Total Deposit Applied	-750.00			15

Closing Balance 248,989.68

RIVERGROVE WATER DISTRICT
Check Register
September 1-30 2024

Type	Date	Num	Name	Memo	Amount	Balance
						250,579.25
Deposit	09/01/2024		Deposit	Deposit	104.34	250,683.59
Deposit	09/01/2024		Deposit	Deposit	249.44	250,933.03
Deposit	09/03/2024		Deposit	Deposit	7.09	250,940.12
Deposit	09/03/2024		Deposit	Deposit	322.09	251,262.21
Deposit	09/03/2024		Deposit	Deposit	968.95	252,231.16
General Journal	09/03/2024	am	Customer Refund	Customer Refund	50.00	252,281.16
General Journal	09/03/2024	am	Customer Refund	Customer Refund	50.00	252,331.16
Deposit	09/04/2024		Deposit	Deposit	3,778.93	256,110.09
Deposit	09/04/2024		Deposit	Deposit	374.38	256,484.47
General Journal	09/04/2024	am	Customer Deposit	Customer Deposit	-50.00	256,434.47
Deposit	09/04/2024		Deposit	Deposit	1,741.71	258,176.18
General Journal	09/04/2024	PR 08/31/24	Payroll	Deferred Comp Payroll	-1,473.95	256,702.23
General Journal	09/04/2024	PR 08/31/24	Payroll	Deferred Comp Payroll	0.00	256,702.23
Check	09/04/2024	ACH	PAYCHEX	Payroll 08/18/24-08/31/24	-85.90	256,616.33
General Journal	09/04/2024	PR 08/31/24	Payroll	Payroll 08/18/24-08/31/24	-6,794.56	249,821.77
General Journal	09/04/2024	PR 08/31/24	Payroll	Payroll 08/18/24-08/31/24	-3,356.76	246,465.01
Deposit	09/05/2024		Deposit	Deposit	2,602.78	249,067.79
Deposit	09/06/2024		Deposit	Deposit	252.84	249,320.63
Deposit	09/06/2024		Deposit	Deposit	3,675.87	252,996.50
Deposit	09/06/2024		Deposit	Deposit	3,320.16	256,316.66
Deposit	09/09/2024		Deposit	Deposit	1,641.90	257,958.56
General Journal	09/09/2024	am	Customer Deposit	Customer Deposit	-50.00	257,908.56
Deposit	09/09/2024		Deposit	Deposit	228.34	258,136.90
Deposit	09/09/2024		Deposit	Deposit	598.43	258,735.33
Deposit	09/09/2024		Deposit	Deposit	3,189.10	261,924.43
Deposit	09/09/2024		Deposit	Deposit	90,427.88	352,352.31
Deposit	09/09/2024		Deposit	Deposit	1,518.30	353,870.61
Deposit	09/10/2024		Deposit	Deposit	1,040.83	354,911.44
Deposit	09/10/2024		Deposit	Deposit	5,038.84	359,950.28
Deposit	09/10/2024		Deposit	Deposit	2,086.71	362,036.99
Deposit	09/10/2024		Deposit	Deposit	105.30	362,142.29
Deposit	09/11/2024		Deposit	Deposit	32,724.67	394,866.96
Deposit	09/11/2024		Deposit	Deposit	652.49	395,519.45
Deposit	09/11/2024		Deposit	Deposit	2,471.95	397,991.40
General Journal	09/11/2024	jc	Customer Chargeback	Customer Chargeback	-128.34	397,863.06
Deposit	09/12/2024		Deposit	Deposit	214.44	398,077.50
Deposit	09/12/2024		Deposit	Deposit	436.56	398,514.06
Deposit	09/13/2024		Deposit	Deposit	1,848.15	400,362.21
Deposit	09/13/2024		Deposit	Deposit	47.00	400,409.21
Deposit	09/13/2024		Deposit	Deposit	572.81	400,982.02
Deposit	09/13/2024		Deposit	Deposit	1,011.39	401,993.41
Deposit	09/16/2024		Deposit	Deposit	101.10	402,094.51

RIVERGROVE WATER DISTRICT

Check Register

September 1-30 2024

General Journal	09/16/2024	PR 09/14/24	Payroll	Deferred Comp Payroll	-1,473.95	400,620.56
General Journal	09/16/2024	PR 09/14/24	Payroll	Deferred Comp Payroll	0.00	400,620.56
General Journal	09/16/2024	PR 09/14/24	Payroll	Payroll 08/18/24-08/31/24	-6,921.54	393,699.02
General Journal	09/16/2024	PR 09/14/24	Payroll	Payroll 08/18/24-08/31/24	-3,392.29	390,306.73
Deposit	09/16/2024		Deposit	Deposit	215.68	390,522.41
Check	09/16/2024		Service Charge	Service Charge	-112.61	390,409.80
Deposit	09/17/2024		Deposit	Deposit	452.83	390,862.63
Deposit	09/17/2024		Deposit	Deposit	1,001.02	391,863.65
Deposit	09/17/2024		Deposit	Deposit	263.68	392,127.33
Deposit	09/18/2024		Deposit	Deposit	634.84	392,762.17
Deposit	09/18/2024		Deposit	Deposit	1,076.35	393,838.52
Deposit	09/18/2024		Deposit	Deposit	1,438.50	395,277.02
Check	09/20/2024	ACH	KAISER FOUNDATION HEALTH	Monthly Health Premium	-2,551.26	392,725.76
Check	09/20/2024	ACH	VANCO Payment Solutions	Monthly Service Fee	-63.00	392,662.76
Check	09/20/2024	ACH	WATER ENVIRONMENT SER	18810 Hill Top Rd Surface Water	-16.35	392,646.41
Check	09/20/2024	ACH	PGE	Monthly Electric Fees	-5,568.66	387,077.75
Check	09/20/2024	ACH	VERIZON WIRELESS	Monthly Service	-390.21	386,687.54
Check	09/20/2024	ACH	PACIFIC OFFICE	Copier Service	-314.82	386,372.72
Check	09/20/2024	ACH	GOVERNMENT ETHICS	Annual Fee 2024/2025	-945.68	385,427.04
Check	09/20/2024	10086	Core & Main	Ballmeter Valve 2"	-720.95	384,706.09
Check	09/20/2024	ACH	Turney Excavating Inc.	Install Fire Hydrant #116	-19,617.50	365,088.59
Check	09/20/2024	10087	SOUND TELECOM	Answering Service Fee	-49.15	365,039.44
Check	09/20/2024	ACH	River Grove, LLC	October 2024 Rent/Utilities	-1,484.55	363,554.89
Check	09/20/2024	10088	Voided Check	Voided Check	0.00	363,554.89
Check	09/20/2024	10089	Janine Casey	Water Operator Books/Paint	-464.65	363,090.24
Check	09/20/2024	ACH	SAIF CORPORATION	Workman's Comp Annual	-1,373.97	361,716.27
Check	09/20/2024	ACH	PAYCHEX	Payroll 09/01/2024-09/14/24	-85.90	361,630.37
Check	09/20/2024	ACH	Banner Bank (MASTERCARD)	Act 6660 - Monthly Charges	-768.42	360,861.95
Check	09/20/2024	ACH	CONTINENTAL UTILITY	ACH Activation Fee	-10.50	360,851.45
Check	09/20/2024	ACH	RH2 Engineering, Inc.	Engineering Services	-897.00	359,954.45
Check	09/20/2024	ACH	Moonlight Business	August 2024 Billing/Newsletter	-1,662.87	358,291.58
Check	09/20/2024	10090	FERGUSON WATERWORKS	Waterous Hydrant #116	-3,768.00	354,523.58
Deposit	09/20/2024		Deposit	Deposit	40.00	354,563.58
Deposit	09/20/2024		Deposit	Deposit	10,455.11	365,018.69
General Journal	09/20/2024	jc	Voided Check	Voided Check	-208.62	364,810.07
Deposit	09/23/2024		Deposit	Deposit	294.36	365,104.43
Deposit	09/23/2024		Deposit	Deposit	366.19	365,470.62
General Journal	09/23/2024	am	Customer Deposit	Customer Deposit	-50.00	365,420.62
Deposit	09/23/2024		Deposit	Deposit	214.44	365,635.06
Deposit	09/25/2024		Deposit	Deposit	548.50	366,183.56
Check	09/25/2024	ACH	CHEVRON/TEXACO	Monthly Fuel Charges	-190.97	365,992.59
Deposit	09/25/2024		Deposit	Deposit	62.70	366,055.29
Deposit	09/26/2024		Deposit	Deposit	24.68	366,079.97
General Journal	09/26/2024	am	Customer Refund	Customer Refund	50.00	366,129.97

RIVERGROVE WATER DISTRICT
Check Register
September 1-30 2024

Deposit	09/26/2024		Deposit	Deposit	100.00	366,229.97
Deposit	09/27/2024		Deposit	Deposit	454.61	366,684.58
General Journal	09/27/2024	am	Customer Deposit	Customer Deposit	-50.00	366,634.58
Check	09/30/2024	ACH	AFLAC	Monthly Health Premium	-618.40	366,016.18
Deposit	09/30/2024		Deposit	Deposit	1,007.86	367,024.04
General Journal	09/30/2024	am	Customer Refund	Customer Refund	50.00	367,074.04
General Journal	09/30/2024	am	Customer Refund	Customer Refund	50.00	367,124.04
General Journal	09/30/2024	am	Customer Refund	Customer Refund	50.00	367,174.04
Deposit	09/30/2024		Deposit	Deposit	457.98	367,632.02
Deposit	09/30/2024		Deposit	Deposit	50.00	367,682.02
					<u>117,102.77</u>	<u>367,682.02</u>
					<u>117,102.77</u>	<u>367,682.02</u>

RIVERGROVE WATER DISTRICT

Revenue & Expense Budget vs. Actual

July 2024 through June 2025

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4000 · Income				
4005 · Water Sales & Charges	348,456.90	1,155,000.00	-806,543.10	30.17%
4010 · Water Deposit Fee	2,200.00	5,000.00	-2,800.00	44.0%
4015 · New Service Fee	150.00	250.00	-100.00	60.0%
4020 · Installation Fee	1,650.00	2,200.00	-550.00	75.0%
4024 · Pre-Application Meeting Fee	0.00	1,000.00	-1,000.00	0.0%
4026 · Development Security Deposit	0.00	6,000.00	-6,000.00	0.0%
4030 · Delinquent & Restoration Fee	30,550.25	12,500.00	18,050.25	244.4%
4035 · SDC Chgs-SDC Restricted CI Fund	8,584.00	30,000.00	-21,416.00	28.61%
4056 · Bank Interest/LGIP Interest				
4058 · Banner - Water Dep Interest Ear	816.87	1,200.00	-383.13	68.07%
4059 · LGIP - Non Restrict Int Earn	4,622.99	6,000.00	-1,377.01	77.05%
4064 · SDC Interest-LGIP CI Fund	5,652.58	15,000.00	-9,347.42	37.68%
4065 · CI Interest -LGIP CI Fund	11,793.91	30,000.00	-18,206.09	39.31%
4066 · LGIP-Int Earn Unemployment Fund	536.99	1,000.00	-463.01	53.7%
4067 · LGIP-Int Earn Truck&Equip Fund	508.62	900.00	-391.38	56.51%
Total 4056 · Bank Interest/LGIP Interest	23,931.96	54,100.00	-30,168.04	44.24%
4090 · Miscellaneous Income	8,032.53	1,000.00	7,032.53	803.25%
Total 4000 · Income	423,555.64	1,267,050.00	-843,494.36	33.43%
Total Income	423,555.64	1,267,050.00	-843,494.36	33.43%
Gross Income	423,555.64	1,267,050.00	-843,494.36	33.43%
Expense				
5000 · Personnel Services				
5001 · Compensation				
5020 · Administrative Wages	40,947.18	157,000.00	-116,052.82	26.08%
5040 · Operator Wages	30,418.67	135,000.00	-104,581.33	22.53%
5090 · Deferred Compensation	3,317.66	30,000.00	-26,682.34	11.06%
Total 5001 · Compensation	74,683.51	322,000.00	-247,316.49	23.19%
5100 · Payroll Tax Expense	8,622.23	36,500.00	-27,877.77	23.62%
5200 · Payroll Benefits				
5210 · Workers' Compensation	1,458.82	4,000.00	-2,541.18	36.47%
5220 · Health Benefits	7,503.09	95,000.00	-87,496.91	7.9%
5235 · Employee Recognition	0.00	1,000.00	-1,000.00	0.0%
5240 · Wellness Benefit	0.00	600.00	-600.00	0.0%
Total 5200 · Payroll Benefits	8,961.91	100,600.00	-91,638.09	8.91%
Total 5000 · Personnel Services	92,267.65	459,100.00	-366,832.35	20.1%
6000 · Material Services				
6001 · Administration/Billing/Overhead				
6005 · Property/Liability Insurance	0.00	30,000.00	-30,000.00	0.0%
6006 · Furn & Office Equipment - Admin	0.00	3,600.00	-3,600.00	0.0%

RIVERGROVE WATER DISTRICT

Revenue & Expense Budget vs. Actual

July 2024 through June 2025

	Jul '24 - Jun 25	Budget	\$ Over Budget	% of Budget
6007 · Bank Service Charges				
6008 · Banner - Check Bank Charges	769.47	1,250.00	-480.53	61.56%
6010 · Vanco Service Charges	179.00	1,250.00	-1,071.00	14.32%
6012 · LGIP-SDC Ser Charges-CI Fund	0.00	1.00	-1.00	0.0%
6013 · LGIP-CI Ser Chg-CI Fund	0.30	1.00	-0.70	30.0%
Total 6007 · Bank Service Charges	948.77	2,502.00	-1,553.23	37.92%
6018 · Meeting/Food Expense				
6018 · Meeting/Food Expense	0.00	1,000.00	-1,000.00	0.0%
6019 · Office Supplies, Equip, Repair				
6019 · Office Supplies, Equip, Repair	328.04	1,800.00	-1,471.96	18.22%
6020 · Postage & Shipping				
6020 · Postage & Shipping	9.85	1,200.00	-1,190.15	0.82%
6025 · Printing & Duplicating				
6025 · Printing & Duplicating	561.99	1,400.00	-838.01	40.14%
6030 · Publications & Elections				
6030 · Publications & Elections	497.96	2,000.00	-1,502.04	24.9%
6035 · Rent				
6035 · Rent	5,775.52	18,000.00	-12,224.48	32.09%
6045 · Telephone - Admin				
6045 · Telephone - Admin	2,150.22	12,000.00	-9,849.78	17.92%
6050 · Mileage Expenses				
6050 · Mileage Expenses	0.00	500.00	-500.00	0.0%
6060 · Continued Education				
6060 · Continued Education	816.39	4,000.00	-3,183.61	20.41%
6065 · Dues & Subscriptions				
6065 · Dues & Subscriptions	2,239.51	6,500.00	-4,260.49	34.45%
6070 · Fees, License, & Permits				
6070 · Fees, License, & Permits	498.55	8,000.00	-7,501.45	6.23%
6075 · Water Deposit Refunds				
6075 · Water Deposit Refunds	1,852.04	5,000.00	-3,147.96	37.04%
6080 · Water Sales Overpay				
6080 · Water Sales Overpay	0.00	1,200.00	-1,200.00	0.0%
6090 · Meter Reading				
6090 · Meter Reading	2,467.08	8,000.00	-5,532.92	30.84%
6095 · Utilities/Office				
6095 · Utilities/Office	836.82	2,500.00	-1,663.18	33.47%
6096 · Development Review Deposit Ref				
6096 · Development Review Deposit Ref	115,736.79	10,000.00	105,736.79	1,157.37%
6099 · Contracted Services - Admin				
6099-0 · Billing	4,030.87	7,500.00	-3,469.13	53.75%
6099-1 · Copier IT	1,400.85	12,000.00	-10,599.15	11.67%
6099-2 · Personnel	0.00	5,000.00	-5,000.00	0.0%
6099-3 · Website	252.00	1,800.00	-1,548.00	14.0%
Total 6099 · Contracted Services - Admin	5,683.72	26,300.00	-20,616.28	21.61%
Total 6001 · Administration/Billing/Overhead	140,403.25	145,502.00	-5,098.75	96.5%
6101 · Operation & Maintenance				
6100 · General Repair & Maintenance	6,557.91	40,000.00	-33,442.09	16.4%
6105 · Utilities	16,618.44	45,000.00	-28,381.56	36.93%
6110 · Small Tools & Equipment	684.10	2,500.00	-1,815.90	27.36%
6120 · Water Testing	750.00	4,200.00	-3,450.00	17.86%
6125 · Truck Maintenance	501.84	3,000.00	-2,498.16	16.73%
6130 · Gas & Oil	679.96	3,500.00	-2,820.04	19.43%
6135 · Telemetry/Scada	0.00	12,000.00	-12,000.00	0.0%
6155 · Chemicals	475.00	4,000.00	-3,525.00	11.88%
6160 · Contracted Services-Operations	1,591.40	10,000.00	-8,408.60	15.91%
6165 · PPE/Safety Equipment	210.00	2,000.00	-1,790.00	10.5%
6170 · Mobile Radio Phone/Pager Operat	1,170.51	5,000.00	-3,829.49	23.41%
6185 · Operations -Computer/Equipment	0.00	1,000.00	-1,000.00	0.0%

RIVERGROVE WATER DISTRICT
Revenue & Expense Budget vs. Actual
 July 2024 through June 2025

	<u>Jul '24 - Jun 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6190 · Cross Connect Program Supplies	0.00	500.00	-500.00	0.0%
6195 · Meters	4,026.00	6,000.00	-1,974.00	67.1%
Total 6101 · Operation & Maintenance	33,265.16	138,700.00	-105,434.84	23.98%
6202 · Professional Services				
6208 · Auditor	6,450.00	8,000.00	-1,550.00	80.63%
6209 · Consultants	4,070.00	4,000.00	70.00	101.75%
6210 · Engineering (Non-Reimbursable)	12,154.00	125,000.00	-112,846.00	9.72%
6215 · Legal Fees (Non-Reimbursable)	4,485.00	15,000.00	-10,515.00	29.9%
Total 6202 · Professional Services	27,159.00	152,000.00	-124,841.00	17.87%
Total 6000 · Material Services	200,827.41	436,202.00	-235,374.59	46.04%
7000 · Operating Capital Outlay				
7010 · Tool/Equip/Vehicles/Safety-CO	0.00	3,000.00	-3,000.00	0.0%
7040 · Fire Protection & Fire Flows-CO	47,771.99	35,000.00	12,771.99	136.49%
Total 7000 · Operating Capital Outlay	47,771.99	38,000.00	9,771.99	125.72%
8000 · Debt Recov./Capital Improvement				
8454 · SDWL#1 Wells Improve Interest	0.00	13,892.00	-13,892.00	0.0%
8455 · SDWL#2 Res 3 Seismic Upgrd Int	0.00	60,439.00	-60,439.00	0.0%
8457 · CI Dist.Main Projects	106,604.91	0.00	106,604.91	100.0%
8464 · SDWL#1 Wells Improve Principal	0.00	39,523.00	-39,523.00	0.0%
8465 · SDWL#2 Res 3 Seismic Upgrd Prin	0.00	72,580.00	-72,580.00	0.0%
8467 · Water Main Replacement Projects	13,041.45	0.00	13,041.45	100.0%
Total 8000 · Debt Recov./Capital Improvement	119,646.36	186,434.00	-66,787.64	64.18%
Total Expense	460,513.41	1,119,736.00	-659,222.59	41.13%
	-36,957.77	147,314.00	-184,271.77	-25.09%
Other Income				
9100 · Other Income				
9115 · Transfer In - Capital Improve	0.00	200,000.00	-200,000.00	0.0%
9120 · Transfer In - Unemployment	0.00	3,000.00	-3,000.00	0.0%
9125 · Transfer In - Truck & Equipment	0.00	5,000.00	-5,000.00	0.0%
Total 9100 · Other Income	0.00	208,000.00	-208,000.00	0.0%
Total Other Income	0.00	208,000.00	-208,000.00	0.0%
Net Other Income	0.00	208,000.00	-208,000.00	0.0%
Net Income	-36,957.77	355,314.00	-392,271.77	-10.4%

Legislative Liaison for Grant Funding Update

By: Commissioner Magura

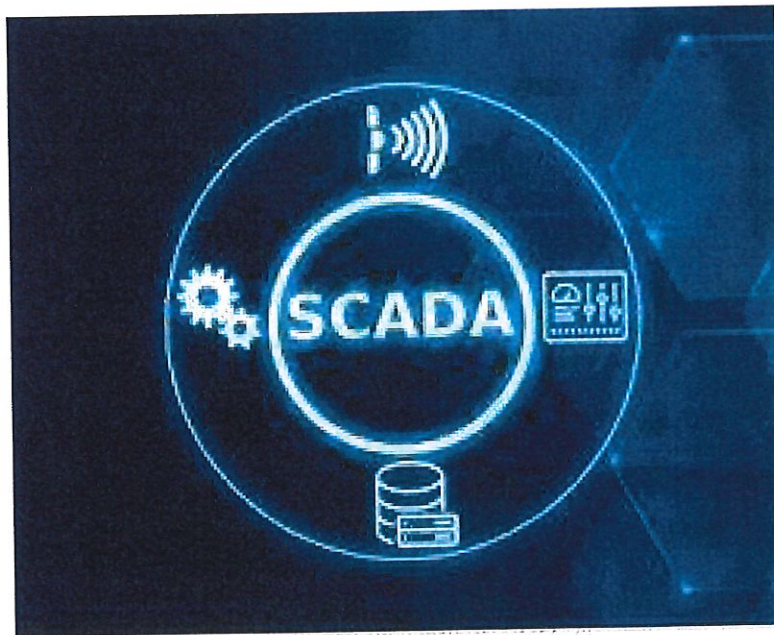


UNFINISHED BUSINESS



Supervisory Control & Data Acquisition (SCADA) and Peripheral Site Control Improvements Project

By: General Manager



New Business



Talking Paper

Automated External Defibrillators (AEDs)

By: Commissioner Patterson

Discussion

- The District should consider investing in automated external defibrillators (AEDs) so employees can respond to a sudden cardiac arrest emergency
- Physio-Control has continued to be a market leader in hospital and pre-hospital defibrillation since 1955
 - o Their current line of AEDs include:
 - LIFEPAK 1000 Defibrillator with graphical display, ECG readings, and battery gauge
 - Cost \$3,701
 - LIFEPAK CR2 AED with cellular connectivity
 - Cost \$2,326
 - LIFEPAK CCR2 AED
 - Cost \$2,256
 - o These AEDs come with pads, batteries, and a carrying case
- Other AED brands are priced as low as \$1,410 with the average cost ranging from \$1,500 to \$3,365
- Refurbished AEDs are also available at a considerable discount
- AEDs would be installed in the District office and each vehicle

Training

- All employees would receive annual training on CPR and AEDs from the Red Cross, American Heart Association, or another suitable organization
- Training certification documents will be kept on file at the District office

GENERAL SERVICES AGREEMENT

RH2 Project Number: _____

THIS AGREEMENT, intended only for the benefit of the parties hereto, made and entered into on this _____ day of _____, 20____, by and between **Rivergrove Water District**, A MUNICIPAL CORPORATION hereinafter called the "CLIENT," and the consulting firm RH2 Engineering, Inc. whose address is, 22722 29th Drive SE, Suite 210, Bothell, Washington 98021 at which records will be available for inspection, hereinafter called the "CONSULTANT."

PROJECT NAME: General Engineering and Engineering Consultant of Record Services

WHEREAS, the Client deems it advisable to engage the professional services and assistance of a qualified professional consulting firm to perform engineering services on an as-needed basis.

WHEREAS, the Consultant operates in compliance with the statutes of the State of Oregon for registration of professional engineers, has a current valid corporate certificate from the State of Oregon or has a valid assumed name filing with the Secretary of State, and that personnel to be assigned to the work required under this Agreement are qualified to perform the work to which they will be assigned, and that sufficient qualified personnel are on staff or readily available to the Consultant to staff this Agreement.

WHEREAS, the Consultant will perform the work set forth in the Agreement upon the terms and conditions set forth below and in the following Exhibits, attached hereto and incorporated into this Agreement:

Exhibit A: Scope of Work
Exhibit B: Sample Task Authorization
Exhibit C: Schedule of Rates and Charges

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

SCOPE OF WORK

The Client authorizes the Consultant to perform general engineering and engineering consultant of record services as described in **Exhibit A** and according to the rates shown in **Exhibit B**. General services will be budgeted annually and billed on a time and materials basis. Specific services related to discrete projects will be defined and authorized through Task Authorizations, mutually agreed upon in writing by both parties and included by reference herein. Each Task Authorization shall outline a schedule of related tasks, including key project milestones and a list of project deliverables. The Consultant is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the Client or others in relation to the work.

STANDARD OF CARE

The Consultant shall perform its services in alignment with the degree of skill and diligence maintained by other practicing professional engineers providing similar services under similar circumstances, and in a similar time and locale, for the work furnished under this Agreement. The Consultant makes no other warranty, expressed or implied.

DESIGN CRITERIA

In collaboration with the Consultant, the Client will designate the basic premises and criteria for the work needed. Reports and plans developed under this Agreement, to the extent feasible and reasonable, shall be developed in accordance with the latest edition and amendments of applicable local and State regulations, guidelines, and specifications. Data, materials, and information generated or produced by the Client will be provided to the Consultant in a reliable and usable format.

OWNERSHIP OF PRODUCTS AND DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The deliverables as described in any task authorizations issued under this Agreement shall be the property of the Client, provided that full payment has been made to the Consultant per the terms of this Agreement. The Consultant

shall retain ownership of the source files and information developed by the Consultant in preparing the deliverables. The Consultant shall provide the Client with electronic copies of the project documents, in accordance with the task authorization, in any of the following formats: Adobe Portable Document Format (PDF), AutoCAD® Drawing Web Format (DWF) or JPEG (JPG). Any unauthorized reuse of the deliverables that is beyond the scope of this Agreement, including use by any third party, is prohibited and shall be without liability to the Consultant.

The Client acknowledges the Consultant's plans and specifications are instruments of professional service. The Client agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs arising out of any unauthorized reuse of such plans and specifications in a manner other than as intended by this Agreement.

Methodology, materials, software, logic, and systems developed under or preexisting to this Agreement, remain the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

TIME OF BEGINNING AND COMPLETION

This Agreement shall become effective on the date this Agreement is signed by both parties. Unless terminated, the initial term for this Agreement shall extend to December 31, 2025. Thereafter, the Client may extend the term for up to five (5) additional years by providing written notice of the extension to the Consultant. Signing this form is authorization by the Client for the Consultant to proceed with the work as described in the Scope of Work. The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Client. If, after receiving authorization from the Client, the Consultant is delayed in the performance of its services by factors that are beyond its control, the Consultant shall notify the Client of the delay and shall prepare a revised estimate of the time and cost needed to complete the affected work and submit the revision to the Client for approval, which shall not be unreasonably withheld. Time schedules are subject to mutual agreement for any revision unless specifically described as otherwise herein.

PAYMENT

The Consultant shall be paid by the Client for services rendered under this Agreement on a time and materials basis per the rates as specified in **Exhibit B** and as modified by mutual agreement in any future task authorization. Such payment shall be full compensation for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to perform the services. All billings will list actual time (days and/or hours) and dates during which the work was performed.

Payment for extra work performed under this Agreement shall be paid as agreed to by the parties in writing at the time the extra work is authorized. (See "EXTRA WORK").

Finance charges, computed by a "Periodic Rate" of 1% per month, which is an annual percentage rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract. Invoices not paid within thirty (30) days will be considered past-due.

The Consultant shall keep available for inspection, by the Client, for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement. If any litigation, claim, or audit is started before the expiration of the three-year retention period, the records shall be retained until litigation, claims, or audit findings involving the records have been resolved. The three-year retention period starts when the Consultant receives final payment.

CHANGES IN WORK

When required by the Client, the Consultant shall make revisions and changes in the completed work of this Agreement as are necessary to correct Consultant's errors not caused by deficiencies in Client-provided information, without additional compensation.

Should the Client find it desirable for its own purposes to have previously completed work or parts thereof revised, the Consultant shall make revisions, if requested and as directed by the Client in writing. This work shall be considered as "Extra Work" and will be paid for as provided in the Section "Extra Work."

The Consultant shall make minor changes, amendments, or revisions in the detail of the work as may be required by the Client and are consistent with the intent of the Scope of Work in this Agreement and do not require an adjustment of the fee or schedule. If the Consultant believe that the proposed minor change will affect the fee or schedule, the Consultant shall notify the Client and any dispute shall be mutually resolved by the parties before the work is undertaken. A minor change is not considered an "Extra Work" item as provided in the Section "Extra Work".

EXTRA WORK

The Client may desire to have the Consultant perform work or render services in connection with the Agreement in addition to or other than work provided for by the expressed intent of the applicable task authorization. Such work will be considered as Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the Client. Any dispute as to whether work is Extra Work or work already covered under this Agreement shall be mutually resolved by the parties before the work is undertaken.

EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that the Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Client, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged in the work or services provided or to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the Client except regularly retired employees, without written consent of the Client.

NON-DISCRIMINATION

The Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, gender, marital status, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment; promotions; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Consultant is an equal opportunity employer. The Consultant understands and agrees that if it violates this Non-Discrimination provision, this Agreement may be terminated by the Client and further that the Consultant shall be barred from performing any services for the Client now or in the future, unless a showing is made satisfactory to the Client that discriminatory practices have terminated and that recurrence of such action is unlikely.

TERMINATION OF AGREEMENT

The parties reserve the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the other party, subject to the Client's obligation to pay Consultant in accordance with the subparagraphs below:

- A. In the event this Agreement is terminated by the Client other than for default on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for work completed under any current task

authorizations at the time of the termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized extra work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate unless otherwise agreed. If the accumulated payment made to the Consultant prior to the Notice of Termination exceeds the total amount that would be due as set forth herein above, including any and all extra work, then no final payment shall be due, and the Consultant shall immediately reimburse the Client for any excess paid.

- B. In the event the services of the Consultant are terminated by the Client for actual fault on the part of the Consultant, the above stated formula for payment shall not apply. In such an event the amount to be paid shall be determined by the parties with reasonable consideration given to: the actual costs incurred by the Consultant in performing the work to the date of termination; the amount of work originally required which was completed by the Consultant in accordance with the standard of care stated herein prior to the date of termination; the cost to the Client of employing another firm to complete the remaining work required and the time which may be required to do so; and other factors which affect the value of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the formula set forth in subsection A had been applied.
- C. The Consultant reserves the right to suspend performance of the work in the event of nonpayment by Client for invoices furnished in accordance with the Payment provisions as listed herein. In the event that Consultant suspends performance of the work, the Consultant and the Client shall make a good faith effort to resolve the matter of nonpayment. Consultant shall resume work once such resolution is reached and payment is received in full.
- D. In the event this Agreement is terminated prior to completion of a task authorization, the Consultant shall retain ownership of the source files for all plans, reports, and documents prepared by the Consultant prior to termination. The Client shall be provided with tangible and electronic copies of the documents in accordance with the "Ownership of Products and Documents to be Furnished by the Consultant" section of the Agreement herein.

DISPUTES

The parties shall make a good faith effort to resolve disputes concerning questions of facts in connection with work prior to initiating legal action in the form of nonbinding mediation. In the event that either party institutes legal action or proceedings to enforce any of its rights in this Agreement, both parties agree that any such action shall be brought in the courts of the State of Oregon, situated in Clackamas County.

LEGAL RELATIONS

The Consultant shall comply with federal, state and local laws and ordinances directly applicable to the services to be performed under this Agreement. This contract shall be interpreted and construed in accordance with the laws of Oregon.

The Consultant agrees to indemnify and hold harmless the Client, its officers and employees from claims, demands, or suits at law or equity directly resulting from Consultant's negligent acts, errors, or omissions under this Agreement, provided that nothing herein shall require the Consultant to indemnify the Client against and hold harmless the Client from claims, demands, or suits resulting from the conduct of the Client, its officers, agents, or employees. Provided further, if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant, its agents, or employees, and (b) the Client, its agents, officers, or employees, this provision with respect to claims or suits based upon such concurrent negligence shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees except as limited below.

The Consultant shall maintain general liability, property damage, auto liability, and professional liability coverage in the amount of \$1.0 million, with a General Aggregate in the amount of \$2.0 million, unless waived or reduced by the Client. If requested, the Consultant shall submit to the Client a completed Standard ACORD Certification Form as proof of insurance. If requested, the Client will be named as an additional insured for Consultant's applicable insurance policies.

All coverages provided by the Consultant shall be in a form and underwritten by a company acceptable to the Client. Consultant's carriers will have a minimum A.M. Best rating of A VII. The Consultant shall keep all required coverages in full force and effect during the life of this project, and a minimum of thirty (30) days' notice shall be given to the Client prior to the cancellation of any policy.

The Consultant's relation to the Client shall be at all times as an independent contractor. Any liability incurred by the Consultant as a result of this Agreement is limited to the fee amount as stipulated in the Payment terms herein.

SUBLETTING OR ASSIGNING OF CONTRACTS

The Consultant shall not sublet or assign any of the work covered by this Agreement without the expressed written consent of the Client, which shall not be unreasonably withheld; provided, however, that the Consultant may subcontract with its subsidiary Control Systems NW, LLC ("CSNW") or use CSNW staff to support Consultant's services under this Agreement unless otherwise prohibited by the Client.

COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. Any supplements to or task authorizations awarded from this Agreement will be mutually agreed upon in writing and will become part of this Agreement. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representations, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a task authorization, amendment, or "Extra Work" authorization to this Agreement.

The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The parties do hereby accept the Agreement and agree to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year last written below.

RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210, Bothell, WA 98021

Rivergrove Water District
17661 Pilkington Road, Lake Oswego, OR 97035

SIGNATURE *DATE*

SIGNATURE *DATE*

PRINT NAME & TITLE

PRINT NAME & TITLE

EXHIBIT A
Scope of Work
Rivergrove Water District
General Engineering and Engineering Consultant of Record Services
October 2024

Rivergrove Water District (District) has determined there is need for professional engineering services, from time to time, and on an ongoing basis. This document provides the underlying Scope of Work to govern work requested by the District. RH2 Engineering, Inc., (RH2) will perform professional services in full compliance with the terms of this Agreement. The tasks and projects the District directs the Engineer to undertake may range from limited short-term task assignments to more complex and longer-term project assignments. This agreement provides the framework to enable the District to call on and direct the Engineer to provide, or cause to be provided, engineering tasks on an ongoing basis as needed by the District. The services that RH2 will provide consist of General Services and Specific Services.

General Services are defined as engineering tasks that are limited in scope and shorter in duration and generally required to support the day-to-day management and operations of the District. Examples of general services include but are not limited to: field investigations and technical assistance to support the engineering, management, operations, or maintenance of the District's water system; attendance and/or support services at meetings; engineering review of development applications and plans; response to regulatory agency inquiries and requests for work, maintenance and upkeep of District maps, and performing other duties as the Engineer of Record for the District. General services will be performed upon request and to the level required to support the management and operations of the District.

Specific Services are defined as engineering tasks involving a specific project with discrete objectives and deliverables. Specific Services require written authorization defining the Scope of Services. The written authorization will contain specific project task requirements, including time and budget limitations. Written authorization will be issued as a Task Authorization to this Agreement.

EXHIBIT B
Task Authorization No. { }
{Client Name}
{Project Title}
 {Month} {Year}
 RH2 Project No. { }

In accordance with our General Services Agreement for the [Project], dated [Month Day, Year], this Task Authorization outlines the Scope of Work for [TA Project Title Summary]. The work will be performed and invoiced in compliance with the terms and conditions listed in the governing Agreement and any issued Contract Amendments.

Background

{Insert a narrative description of the Task.}

Assumptions: *{Insert assumptions}*. (Eliminate if not needed.)

Provided by {Client}: (Eliminate if not needed.)

- {Insert information/assistance to be provided}

RH2 Deliverables:

- {Insert RH2 deliverables}

Project Schedule

{Describe project schedule.}

Subconsultants

{Identify subconsultants to be used and the fee estimate for their work, or No subconsultants are anticipated for this task.}

Fee for Services

The fee for services shall be on a time and expense basis and shall not exceed \$0,000.00 {as shown on attached **Exhibit __, Fee Estimate**} without prior written authorization of {Client}.

RH2 Engineering, Inc.

Client

Signature

Signature

Print Name/Title

Print Name/Title

Date

Date

EXHIBIT C		
RH2 ENGINEERING, INC.		
2024 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$175	\$/hr
Professional II	\$191	\$/hr
Professional III	\$216	\$/hr
Professional IV	\$233	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$268	\$/hr
Professional VII	\$292	\$/hr
Professional VIII	\$302	\$/hr
Professional IX	\$321	\$/hr
Technician I	\$138	\$/hr
Technician II	\$150	\$/hr
Technician III	\$166	\$/hr
Technician IV	\$183	\$/hr
Technician V	\$201	\$/hr
Technician VI	\$218	\$/hr
Technician VII	\$237	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$90	\$/hr
Administrative II	\$105	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$150	\$/hr
Administrative V	\$170	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.6700	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

Task Authorization No. 1

Rivergrove Water District

Resilient Backbone and AC Pipe Replacement Program

October 2024

RH2 Project No. RGWD _____

Background

The replacement of asbestos cement (AC) water main within SW Childs Road and SW Indian Creek Avenue is identified in the Rivergrove Water District's (District) *2014 Water System Master Plan* as Capital Improvement Projects P-3 and P-4. Funding for this project has been secured through a \$2.77 million Safe Drinking Water Revolving Loan Fund (SDWRLF) administered by Business Oregon. The District has requested that RH2 Engineering, Inc., (RH2) provide engineering services to support the design, permitting, bidding, and construction of this project. This Scope of Work outlines the effort required to provide design and permitting support. Services related to bidding and construction support will be mutually determined as a future task authorization.

This Scope of Work provides design services for the construction of approximately 2,390 linear feet (LF) of 10- and 12-inch-diameter restrained joint ductile iron (DI) water main, and generally includes the following:

- Approximately 1,720 LF of 12-inch DI water main will replace the existing 6-inch asbestos cement (AC) waterline within SW Childs Road, from the west end of the Oswego Canal Bridge to SW Indian Creek Avenue. Since portions of the alignment are in areas mapped as being at high liquefaction susceptibility, the use of earthquake resilient DI pipe or high-density polyethylene pipe will be evaluated for those sections.
- Approximately 670 LF of 10-inch DI water main will replace the existing 10-inch AC pipe in the alignment within SW Indian Creek Avenue starting at the terminus of the proposed piping in SW Childs Road to a point of connection with the existing AC pipe in Dawn Street.
- Five (5) proposed connections to the existing water system.
- Replacement of up to two (2) existing fire hydrants within project limits and the addition of one (1) proposed fire hydrant near the north end of Indian Creek Avenue.

General Assumptions

In preparing this Scope of Work, the following assumptions were made:

- *The proposed improvements generally include the design of approximately 2,390 LF of 10- and 12-inch water main. It is anticipated that all improvements will be constructed within the developed right-of-way (ROW). Restoration will be limited to restoration of existing elements in the ROW; no new street, sidewalk ramps, or ROW features are included in the design.*
- *RH2 will rely on the accuracy and completeness of any data, information, survey or materials provided by the District or others in relation to the work.*
- *Unless otherwise noted, all deliverables will be provided in electronic (PDF) format.*

- *The project will be designed using a 50-90-100 (bid-ready) approach, with District reviews at the 50-percent and 90-percent design levels.*
- *The District will be responsible for coordinating and managing any public engagement and communications required for this project.*
- *It is assumed the project area does not contain any contaminated soils, groundwater, or other hazardous materials.*
- *The services described herein will be performed to the level of effort identified in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the District and RH2.*
- *Acceptance of the applications included in this Scope of Work is beyond the control of RH2 and the District, and no date is warranted or implied for Agency response or approval.*

Task 1 – Project Management Services

Objective: Manage RH2's project team, maintain communications, including phone calls and emails, and attend coordination meetings.

Approach:

- 1.1 Provide Project Management: Provide direction, coordination, and oversight to the RH2 project team including regular communication with District staff. Prepare project schedule. Prepare monthly invoices and budget status summaries. Attend regular progress meetings with District staff and provide meeting agendas and summaries.

Assumptions:

- *The project duration included in this Scope of Work is assumed to be six (6) months.*
- *Progress meetings will be conducted via Microsoft Teams or a similar virtual meeting platform and will be scheduled for thirty (30) minutes.*

RH2 Deliverables:

- Monthly invoices and progress summaries.
- Meeting agenda and summaries.
- Project schedule.

Task 2 – Topographical Survey and Geotechnical Evaluation

Objective: Obtain and review background information relevant to the design. Coordinate with a professional land surveyor to conduct a topographic survey and prepare a base map of the project area. Coordinate with a drilling subcontractor to perform geotechnical investigation and evaluation along the SW Childs Road alignment. Perform seismic analyses and develop recommendations for pipeline seismic design.

Approach:

- 2.1 Perform Topographical Survey and Prepare Base Map: Subcontract with Compass Land Surveyors, Inc., (Compass) to provide land surveying services for the project. Coordinate with Compass and the District to obtain utility locates. Coordinate with Compass to perform topographical survey of surface features, survey monumentation, marked utilities, property lines, and ROW lines of the proposed alignment. Review and format survey data for design use. Review as-built drawings and perform one (1) site visit to compare survey information with field conditions. Update plans based on the site visit. Prepare base map drawings for use in the design and provide the base map to the District.
- 2.2 Perform Geotechnical Exploration: Perform geotechnical exploration and evaluation within the Childs Road project area. Subcontract with a driller licensed in the State of Oregon to conduct one (1) geotechnical boring and perform standard penetration testing and sampling to assess the subsurface conditions. Prepare and submit an application to the City of Lake Oswego (City) for a ROW Permit, including a traffic control plan if requested, for geotechnical investigations. Submit select soil samples to a laboratory for testing as required to establish geotechnical engineering parameters.
- 2.3 Prepare Geotechnical Report: Evaluate the subsurface soil conditions based on the geotechnical exploration results. Assess the soil liquefaction settlement and other ground deformation potentials and magnitudes, and develop recommendations for pipeline seismic design. Summarize findings and recommendations in a geotechnical report for use in developing the pipeline design and construction documents.

Assumptions:

- *Construction of the waterline improvements is not expected to require removal or replacement of existing survey monumentation. As such, a Pre- or Post-Construction Monumentation Record of Survey is not required.*
- *Utility locates will be requested by Compass and provided via the One-Call network. Utility providers will respond in a timely manner and provide locate paint marks that will be visible on the ground prior to the survey.*
- *It is assumed that sufficient ROW monuments can be found along SW Childs Road and SW Indian Creek Avenue to allow the ROW line locations to be determined to a level of accuracy necessary for design and construction. ROW widths of roads will be depicted based on existing surveys of record and tax maps. No deed research or formalized ROW resolutions will be performed. In the event that the existing monumentation does not exist or is insufficient for design and/or construction, a contract amendment may be required.*
- *The geotechnical boring will be performed to a depth of up to 35 feet and will be backfilled with bentonite according to the State of Oregon boring backfill requirements. The boring is expected to be located within a shoulder area and will not require concrete backfill or hot-mix asphalt patch.*

Provided by District:

- Copies of available as-built drawings and reports related to the existing waterlines.

- Utility locates of District facilities.
- Payment of permit fees.

RH2 Deliverables:

- Topographic survey.
- Geotechnical boring logs and laboratory testing.
- Base map drawing of project area in electronic format (PDF and DWG).
- Geotechnical report.

Task 3 – Utility Coordination

Objective: Perform utility coordination work related to the following utilities: power, communications, gas, cable television, and other utilities that may be present within the project limits. Confirm utility owners within the project limits and assist utility owners with identifying and addressing potential utility conflicts.

Approach:

3.1 Coordinate with Utility Owners and Distribute Project Information Letter: Coordinate with the District and utility owners to identify potential utilities. Prepare and distribute a notice of potential utility conflict at the 50-percent design phase and coordinate with utility owners to obtain pothole information. Prepare and distribute a notice of utility conflict at the 90-percent design phase to impacted utility owners. Coordinate and assist utility owners with addressing potential conflicts by adjustments to the water main design and/or protection of utilities. Prepare and distribute a construction information letter to the involved utility owners.

Assumptions:

- *It is anticipated that the majority of potential utility conflicts can be avoided with reasonable and timely cooperation from the impacted utility owners.*
- *No utility relocation design will be required or performed.*
- *No potholing will be required or performed. If RH2 identifies areas during design where potholing is recommended prior to construction, RH2 will notify the District and develop a plan that includes provisions for the contractor to provide pre-construction potholing and adjustment to the alignment as part of the bid. Alternatively, RH2 will use any potholing information provided by utility owners.*

RH2 Deliverables:

- Utility contact list and record of correspondence with utility owners.
- Notice of potential utility conflict letter(s) sent via email to each affected utility owner with project plans and markup of potential conflict locations.

Task 4 – Water Main Design

Objective: Prepare the design plans, specifications, and an Engineer’s opinion of probable construction cost (OPCC).

Approach:

- 4.1 Prepare 50-Percent Design: Prepare preliminary (50-percent) design drawings and specifications. Prepare an OPCC based on the preliminary design. The OPCC shall reflect the pay items and quantities as developed at the 50-percent design stage of the project. Provide preliminary design documents to the District for review. Meet with the District regarding review comments.
- 4.2 Prepare 90-Percent Design: Incorporate the 50-percent design review comments and advance the plans and specifications to an approximate 90-percent design level. Preliminary details will be revised, outstanding minor details will be developed, and 100 percent of the plan sheets and details will be included in the plan set. Update the OPCC based on the 90-percent design. Provide design documents to the District for review. Meet with the District regarding review comments.
- 4.3 Perform QA/QC Review: Perform in-house quality assurance and quality control review (QA/QC) of the 90-percent design drawings and specifications.
- 4.4 Prepare Bid-Ready Design: Incorporate District and RH2 QA/QC review comments and prepare the bid-ready plans and specifications. *This subtask assumes that permit-related comments have been received and incorporated into the design prior to or in conjunction with this subtask.*

Assumptions:

- *The specifications will be prepared as Special Provisions to the Oregon Standard Specifications for Construction. The drawings set is expected to include the following:*
 - *Approximately three (3) general drawings, including cover sheet, general information, and construction notes.*
 - *Approximately six (6) existing condition and erosion control plans and details.*
 - *Approximately twelve (12) water main drawings, including water main plan and profile, water main connection details, and standard water utility details. Water main profile design will be defined relative to the existing surface and connection elevations based on available information.*
 - *Approximately six (6) roadway restoration and striping drawings and details. Full lane grind and inlay on SW Childs Road and T-Cut on SW Indian Creek Avenue are assumed to be required.*
 - *Approximately six (6) traffic control plans and details.*

Provided by District:

- Review of 50-percent and 90-percent design documents and written summary of the District’s review comments.

RH2 Deliverables:

- 50-percent, 90-percent, and bid-ready design drawings, specifications, and OPCC.

Task 5 – Permitting

Objective: Establish Sensitive Lands status and design strategy with the City. Apply for tree protection plan review. Obtain ROW Utility Permits from the City and Clackamas County (County). Prepare applications for traffic control plans from the City and County.

Approach:

- 5.1 Establish Sensitive Lands Requirements: Meet with a City planner to review Sensitive Lands requirements for the SW Childs Road ROW that cuts through areas mapped by the City as Sensitive Lands. Summarize requirements in an email. *Since the anticipated location of the new pipe alignment is in the ROW on top of the existing water main alignment, Sensitive Lands requirements are assumed to be limited to tree protection and ROW delineation. This Scope of Work assumes no sensitive lands or environmental-related investigations, permit applications, or land use applications will be required.*
- 5.2 Prepare Tree Protection Plan Application: Subcontract with arborist Todd Prager & Associates LLC (TPA) to address tree protection-related permitting. Assess and inventory trees (greater than 6 inches in diameter at breast height) on the north half of the public ROW of SW Childs Road or within 15 feet of that ROW that have canopies extending over the ROW. Determine potential impacts to the inventoried trees from proposed improvements. Prepare a Tree Protection Plan Application including an arborist report in accordance with the Lake Oswego Code. *This Scope of Work assumes up to twenty (20) trees will be included in the inventory.*
- 5.3 Apply for Public Improvement Permit: Meet with a City Engineer to outline City requirements for road restoration, traffic control, and other requirements for work in the SW Childs Road ROW. Incorporate outlined City requirements into the design. Package the 90-percent plans and specifications for the permit application. Prepare an application for a City Public Improvement Permit. Address City comments as required by the City during preparation of the bid-ready documents or during bidding. Summarize changes in a response email. *City jurisdiction includes the portion of SW Childs Road from Canal Road to Sycamore Avenue.*
- 5.4 Prepare Clackamas County ROW Utility Permit: Prepare and submit a County ROW Utility Permit. Include site, traffic control, and erosion control plans. *County jurisdiction includes SW Childs Road from Sycamore Avenue to SW Indian Creek Avenue, including SW Indian Creek Avenue.*

Assumptions:

- *Tree assessment and protection planning are limited to trees along the north side of SW Childs Road.*
- *No tree removal permitting or mitigation is included in this Scope of Work.*

Provided by District:

- Payment of all permit fees.

RH2 Deliverables:

- Summary of Sensitive Lands requirements.
- Tree Protection Plan application and arborist report.
- Public Improvement Permit application.
- Public Improvement Permit application comments response email, if requested.

Project Schedule

RH2 is prepared to commence with the project upon written authorization from the District and design deliverables are anticipated to be delivered by March 2025.

Future effort to support the bidding and construction will be determined after permitting is completed. The portions of the schedule related to these future efforts will be dependent on the permit agency, contractor, and material availability, which are outside of RH2’s control. In general, it is anticipated that construction and project closeout are planned to occur in December 2025.

Fee for Services

The fee for services shall be on a time and expense basis and shall not exceed \$250,876, as shown on the attached **Exhibit A, Fee Estimate**, without prior written authorization of the District.

RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210, Bothell, WA 98021

Rivergrove Water District
17661 Pilkington Road, Lake Oswego, OR 97035

Signature Date

Signature Date

Print Name/Title

Print Name/Title

EXHIBIT A

Fee Estimate

Task Authorization No. 1

Rivergrove Water District

Resilient Backbone and AC Pipe Replacement

Oct-24

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Project Management Services	35	\$ 8,037	\$ -	\$ 201	\$ 8,238
1.1	Perform Project Management	35	\$ 8,037	\$ -	\$ 201	\$ 8,238
Task 2	Topographical Survey and Geotechnical Evaluation	149	\$ 34,580	\$ 34,502	\$ 2,073	\$ 71,155
2.1	Perform Topographical Survey and Prepare Base Map	20	\$ 4,056	\$ 26,252	\$ 431	\$ 30,738
2.2	Perform Geotechnical Exploration	29	\$ 7,028	\$ 8,250	\$ 340	\$ 15,618
2.3	Prepare Geotechnical Report	100	\$ 23,496	\$ -	\$ 1,302	\$ 24,798
Task 3	Utility Coordination	36	\$ 7,574	\$ -	\$ 767	\$ 8,341
3.1	Coordinate with Utility Owners and Distribute Project Information Letter	36	\$ 7,574	\$ -	\$ 767	\$ 8,341
Task 4	Water Main Design	634	\$ 136,106	\$ -	\$ 12,835	\$ 148,941
4.1	Prepare 50-Percent Design	168	\$ 35,906	\$ -	\$ 3,703	\$ 39,609
4.2	Prepare 90-Percent Design	332	\$ 69,784	\$ -	\$ 6,970	\$ 76,754
4.3	Perform QA/QC Review	30	\$ 8,720	\$ -	\$ 218	\$ 8,938
4.4	Prepare Bid-Ready Design	104	\$ 21,696	\$ -	\$ 1,945	\$ 23,641
Task 5	Permitting	45	\$ 10,153	\$ 3,273	\$ 776	\$ 14,202
5.1	Establish Sensitive Lands Requirements	4	\$ 1,106	\$ -	\$ 28	\$ 1,134
5.2	Prepare Tree Protection Plan Application	10	\$ 2,161	\$ 3,273	\$ 164	\$ 5,598
5.3	Apply for Public Improvement Permit	20	\$ 4,435	\$ -	\$ 386	\$ 4,821
5.4	Prepare Clackamas County ROW Utility Permit	11	\$ 2,451	\$ -	\$ 199	\$ 2,650
PROJECT TOTAL		899	\$ 196,450	\$ 37,774	\$ 16,652	\$ 250,876

EXHIBIT B		
RH2 ENGINEERING, INC.		
2024 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$175	\$/hr
Professional II	\$191	\$/hr
Professional III	\$216	\$/hr
Professional IV	\$233	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$268	\$/hr
Professional VII	\$292	\$/hr
Professional VIII	\$302	\$/hr
Professional IX	\$321	\$/hr
Technician I	\$138	\$/hr
Technician II	\$150	\$/hr
Technician III	\$166	\$/hr
Technician IV	\$183	\$/hr
Technician V	\$201	\$/hr
Technician VI	\$218	\$/hr
Technician VII	\$237	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$90	\$/hr
Administrative II	\$105	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$150	\$/hr
Administrative V	\$170	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.6700	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

ADJOURNMENT

