

RESOLUTION NO. 3206

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DOWL, LLC FOR THE WILLAMETTE WATER SUPPLY PIPELINE MAIN 1.3 (PLM 1.3): CONSTRUCTION INSPECTION OF CITY INFRASTRUCTURE PROJECT (CAPITAL IMPROVEMENT PROJECT NO. 1127).

WHEREAS, Willamette Water Supply System (WWSS) Commission intends to pump raw water through a raw water pipeline from the Willamette River through the Willamette River Water Treatment Plant (WRWTP) Willamette Intake Facilities (WIF) to its new water treatment plant to be built near the intersection of SW 124th Avenue and SW Tualatin-Sherwood Road in Washington County; and

WHEREAS, on May 1, 2017, the City of Wilsonville entered into Ground Lease Agreement for Raw Water Pipeline (Lease) with the City of Hillsboro and Tualatin Valley Water District (TVWD), leasing an area of land in which to place an approximately 6-foot (6') diameter raw water pipeline approximately eight feet (8') underground, stretching for approximately three (3) miles through the City of Wilsonville for a period of 99 years; and

WHEREAS, pursuant to Section 20.2 of the Lease, City of Hillsboro, TVWD, and the City of Beaverton have formed the WWSS Commission, an ORS Chapter 190 entity, by agreement effective July 1, 2019, which agreement assigned all of Hillsboro's and TVWD's rights under the Lease to the WWSS Commission; and

WHEREAS, the Lease includes an additional consideration, six (6) Right-of-Way Enhancement Projects and Deficiencies (Enhancement Projects), representing significant improvements to City infrastructure, which will benefit Wilsonville; and

WHEREAS, on September 20, 2021, the City of Wilsonville and the WWSS Commission agreed to the First Amendment to the Lease (**Resolution 2919**), amending the Enhancement Projects; and

WHEREAS, the City desires to perform independent construction inspection of the City infrastructure restoration associated with the raw water pipeline construction and construction of the Enhancement Projects to ensure compliance with Wilsonville Public Works Standards; and

WHEREAS, the City solicited proposals from qualified consulting firms for the construction inspection services that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and,

WHEREAS, DOWL submitted a proposal on October 12, 2022, and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications-based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided; and,

WHEREAS, the City entered into a Professional Services Agreement (PSA) with DOWL to provide engineering construction inspection services for the WWSS PLM 1.3 Project on November 21, 2023 (**Resolution No. 3005**); and,

WHEREAS, the PSA with DOWL was amended (First Amendment) to extend the contract term to December 21, 2025 on November 2, 2024; and,

WHEREAS, DOWL has been performing independent construction inspection of the City infrastructure restoration on behalf of the City since February 2023; and,

WHEREAS, construction requiring performance of independent construction inspection of the City infrastructure restoration was originally intended to be substantially complete in fall or early winter of 2024, however, due to unanticipated challenges, WWSS is now expecting substantial completion of the Project in May of 2026; and,

WHEREAS, this extension of the Project timeline has created additional effort from DOWL, the City desires to amend the Professional Services Agreement contract with DOWL to extend construction inspection of city infrastructure through the end of the revised completion date.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and DOWL provided a responsive and responsible proposal for engineering consulting services.

Section 2. The City Council, acting as the Local Contract Review Board, previously authorized the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with DOWL for a not-to-exceed amount of \$734,340.

Section 3. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, an amendment to the Professional Services Agreement with DOWL for the Willamette Water Supply PLM 1.3: Construction Inspection Of City Infrastructure Project (Capital Improvement Project No. 1127) totaling \$249,719, which brings the total contract amount of the Professional Services Agreement with DOWL to a not-to-exceed amount of \$984,059, which is substantially similar to **Exhibit A** attached hereto.

Section 4. WWSS will reimburse the City of Wilsonville for all costs associated with construction inspection services to be performed by DOWL under this Professional Services Agreement in accordance with the Ground Lease Agreement.

Section 5. Effective Date. This Resolution is effective upon adoption.

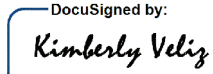
ADOPTED by the Wilsonville City Council at a regular meeting thereof this 21 day of July, 2025, and filed with the Wilsonville City Recorder this date.

Signed by:

9FC7B198F01449B...

Shawn O'Neil, Mayor

ATTEST:

DocuSigned by:

E781DE10276B498...

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil	Yes
Council President Berry	Yes
Councilor Dunwell	Yes
Councilor Cunningham	Yes
Councilor Shevlin	Yes

EXHIBITS:

- A. Willamette Water Supply PLM 1.3 Construction Inspection Of City Infrastructure Project
Second Amendment To Professional Services Agreement

RESOLUTION NO. 3206 EXHIBIT A

Contract No. 23092-2
CIP No. 1127

**CITY OF WILSONVILLE
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**Willamette Water Supply PLM 1.3:
Construction Inspection of City Infrastructure Project**

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective on _____ (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **DOWL, LLC**, a Delaware limited liability company (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on November 28, 2022, relating to the Willamette Water Supply PLM 1.3: Construction Inspection of City Infrastructure Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on November 7, 2024; and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described (“Additional Services”); and

WHEREAS, the City and Consultant anticipate that additional time is needed to complete the Services stated in the Agreement and the Additional Services described in this Second Amendment; and

WHEREAS, Consultant is prepared to provide such Additional Services as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Agreement is amended as follows:

Section 1. Term

The term of the Agreement is hereby extended to June 30, 2026.

Section 2. Additional Services to be Provided

Consultant will perform the Additional Services for the Project, as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein, pursuant to all original terms of the Agreement, except as modified herein.

RESOLUTION NO. 3206 EXHIBIT A

Section 3. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this Second Amendment shall be completed by no later than June 30, 2026.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TWO HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED NINETEEN DOLLARS (\$249,719.00), for performance of the Additional Services (“Second Amendment Compensation Amount”) which, when totaled with the Total Compensation Amount from the Agreement, equals a total not-to-exceed amount of NINE HUNDRED EIGHTY-FOUR THOUSAND FIFTY-NINE DOLLARS (\$984,059.00) for the performance of the Services and Additional Services (“Total Compensation Amount”). The term “Total Compensation Amount,” as defined in the original Agreement, is hereby deleted and replaced with the term “Total Compensation Amount” as defined above. Consultant’s estimate of time and materials is attached hereto as **Exhibit B** and incorporated herein by reference.

Section 5. All Other Terms

All of the other terms and conditions of the Agreement and First Amendment shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this Second Amendment.

The Consultant and the City hereby agree to all provisions of this Second Amendment.

CONSULTANT:

DOWL, LLC

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No. 92-0166301

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

#23092-2

/dir/wwsp/inspection/doc/2nd amd psa wwsp constr inspection-dowl (v1).docx

**Contract Statement of Work
Delivery Schedule and Summary of Estimate for Services**

Willamette Water Supply PLM_1.3 Construction Inspection of City Infrastructure
City Project #1127
Amendment 2

City of Wilsonville
Project Manager: Marissa Rauthause
29799 SW Town Center Loop East
Wilsonville, OR 97070
503-570-1538
mrauthause@wilsonvilleoregon.gov

DOWL, LLC
Senior Project Manager: Jason Kelly
5 Centerpointe Dr, Suite 350
Lake Oswego, Oregon 97035
971-634-2022
jkelly@dowl.com

Project Manager: Joe Zaleski
5 Centerpointe Dr, Suite 350
Lake Oswego, Oregon 97035
971-930-9481
jzaleski@dowl.com

Scope of Work

The following is a proposed amended scope of work for additional effort required because of the extended project duration.

The Project background is unchanged from the original contract.

Construction Schedule

The Project was originally intended to be substantially complete in fall or early winter 2024. The current schedule shows substantial completion in May of 2026. The project also extended the warranty period from 12-months to 24-months.

TASK 1 PROJECT MANAGEMENT AND COORDINATION

Task 1.1 – Project Management [ADDITIONAL EFFORT]

Consultant shall provide project management for work associated with this Project, including managing Consultant's staff and any subconsultants as needed throughout construction.

Consultant shall communicate with the City's Project Manager the construction status on a regular basis and project issues as concerns arise. Consultant shall also provide quality assurance such that all deliverables have been peer reviewed prior to submittal to the City.

Consultant shall submit monthly invoices; unless no work is performed in a given month. Monthly invoices shall indicate dollars and percent expended during current billing period and total to date per task and subtask. Monthly invoices are on a time and materials basis per task and subtask. Monthly invoices are subject to City review and approval.

RESOLUTION NO. 3206 EXHIBIT A

Consultant shall prepare monthly progress reports summarizing tasks performed in the previous month by each inspector, hours billed by each inspector, and other general project tasks performed. Monthly progress reports shall also discuss anticipated tasks in the upcoming month of construction.

Task 1.1 Deliverables - Consultant shall provide:

- Monthly invoices.
- Monthly progress reports.

Assumptions for budgeting:

- 9 additional monthly invoices with their associated progress reports will be submitted, taking 1 hour each for the PM and project controller.
- The Project Manager will spend an additional 1.5 hours per week for 9 months (39 weeks) performing this task.
- The Senior Project Manager (SPM) will spend an additional 0.5 hours per week for 9 months.

Task 1.2 – Project Meetings [ADDITIONAL EFFORT]

Consultant shall attend construction meetings occurring both weekly and at non-reoccurring times. Meetings will likely be held at the Construction Management Office in Wilsonville with provisions for online meetings as needed.

Consultant shall document topics discussed at each attended meeting and provide meeting minutes to City staff within two business days if City staff could not attend that meeting, and five business days if City staff did attend.

Assumptions for budgeting:

- 2 consultant staff (PM and inspector) will attend the 1-hour weekly meeting (36 each) plus an additional 10 each 1-hour technical specific project meetings attend by the SPM and PM.

TASK 2 INSPECTION

Task 2.1 – General Inspection and Observation [ADDITIONAL EFFORT]

Consultant shall perform general inspection and observation for all public infrastructure improvements performed by the Prime Contractor, subcontractors, or any other company impacting existing or constructing new public infrastructure. Any inspection or observation shall be documented as part of the Daily Inspection Report.

General inspection and observation will include, but is not limited to:

- Removal and replacement of concrete street panels
- Removal and replacement of asphalt pavement
- Removal and replacement of standard concrete curb and curb and gutter
- Removal and replacement of concrete sidewalk

RESOLUTION NO. 3206 EXHIBIT A

- Installation of storm facilities, including manholes, pipeline, and curb inlets
- Installation of water distribution pipeline and appurtenances
- Installation of fiber conduit and vaults
- Installation of streetlights
- Assessment of striping and signage and necessary repairs

Task 2.1 Deliverables - Consultant shall provide:

- Electronic copies (PDF) of Daily Inspection Reports, submitted within seven (7) calendar days of performed inspection(s) or observation(s).

Assumptions for budgeting:

- An additional 28 hours per week of general inspection for 39 weeks for a Field Project Representative (FPR) 2.
- An additional 2 hours per week of general inspection for 39 weeks for a FPR 4.

Task 2.2 – Erosion and Sediment Control Inspection and Documentation [ADDITIONAL EFFORT]

Consultant's CESCL-certified inspector shall perform initial, monthly, and final erosion and sediment control (ESC) inspections for all project phases. Inspector to make recommendations for adjustments to ESC BMPs throughout construction as needed. Inspector to make observations on the ESC when onsite and provide that information in their daily report under task 2.1.

Task 2.2 Deliverables - Consultant shall provide:

- Weekly and final ESC inspection reports for all project phases.

Assumptions for budgeting:

- 1 Certified Erosion Sediment Control Lead (CESCL) or FPR staff member will perform an additional 39 weekly site visits, which require 4 hours each for inspection and reporting.
- Senior environmental staff will QC reports before submitting them, 0.5 hours per report.
- CESCL hours are included in this task.

Task 2.3 – Traffic Control Inspection [ADDITIONAL EFFORT]

Consultant shall confirm traffic control device types, counts, and placements match approved project plans. Consultant shall coordinate with Prime Contractor with the adjustment of devices to match approved project plans. Deviation from approved project plans will require approval from applicable City staff.

Task 2.3 Deliverables - Consultant shall provide:

- This task deliverable will be included with Task 2.1 Deliverables.

Assumptions for budgeting:

RESOLUTION NO. 3206 EXHIBIT A

- 1 consultant staff will spend on average 2 hours per week monitoring traffic control.

Task 2.4 – Curb Ramp Inspection and Documentation [NO CHANGE]

Task 2.5 – Traffic and Pedestrian Signal Improvement Inspections [NO CHANGE]

TASK 3 FIELD TESTED MATERIALS [NO CHANGE]

TASK 4 PROJECT COMPLETION [NO CHANGE]

RESOLUTION NO. 3206 EXHIBIT A

WWSP PLM_1.3 CONSTRUCTION INSPECTION OF CITY INFRASTRUCTURE														
June 25, 2025														
DOWL, LLC.														
CITY OF WILSONVILLE														
Fee Proposal														
Amendment 1														
TASK		Senior Manager II	Project Manager IV	Field Project Representative IV	Environmental Specialist VIII	Environmental Specialist I	Field Project Representative II	Project Assistant I	TOTAL HOURS	TOTAL DOWL \$	Sub 1	Sub 2	Sub 3	TASK BUDGET
TASK 1	Project Management and Coordination													
	1.1 Project Management	20	39					9	68	\$ 14,934.00	\$0	\$0	\$0	\$14,934
	1.2 Project Meetings	10	46				36		92	\$ 17,912.00	\$0	\$0	\$0	\$17,912
Task Subtotal		30	85	0	0	0	36	9	160	\$32,846.00	\$0.00	\$0.00	\$0.00	\$32,846
TASK 2	Inspection													
	2.1 General Inspection and Observation			78			1092	15	1185	\$ 177,471.00	\$0	\$0	\$0	\$177,471
	2.2 Erosion and Sediment Control Inspection and Documentation				20	156			176	\$ 24,496.00	\$0	\$0	\$0	\$24,496
	2.3 Traffic Control Inspection						78		78	\$ 11,466.00	\$0	\$0	\$0	\$11,466
Task Subtotal		0	0	78	20	156	1170	15	1439	\$213,433.00	\$0.00	\$0.00	\$0.00	\$213,433
TASK 3	Field Tested Materials													
Task Subtotal		0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0
TASK 4	Project Completion													
Task Subtotal		0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0
TOTAL HOURS		30	85	78	20	156	1206	24	1599					
AVERAGE HOURLY RATES		\$273.00	\$215.00	\$194.00	\$242.00	\$126.00	\$147.00	\$121.00			Expenses	Expenses	Expenses	Sub Expense Total
TOTAL LABOR ESTIMATE		\$8,190	\$18,275	\$15,132	\$4,840	\$19,656	\$177,282	\$2,904		\$246,279.00	\$0.00	\$0.00	\$0.00	\$0
DOWL BASE LABOR COSTS =											DOWL BASE EXPENSES =			\$246,279
DOWL BASE LABOR COSTS =											DOWL BASE LABOR COSTS =			\$3,440
SURCONSULTANT 5% MARK-UP =											SURCONSULTANT 5% MARK-UP =			\$0
Total Estimated Non-Contingency Costs =											Total Estimated Non-Contingency Costs =			\$249,719
TOTAL ESTIMATED PROJECT COST (Base and Contingency) =											TOTAL ESTIMATED PROJECT COST (Base and Contingency) =			\$249,719