

RESOLUTION NO. 3261

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 Plan (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, 2022 (**Resolution No. 3005**); and,

WHEREAS, the PSA with DOWL was amended (First Amendment) to extend the contract term to December 21, 2025, on November 7, 2024; and,

WHEREAS, the PSA with DOWL was amended (Second Amendment) to provide additional services, increase the contract amount, and extend the contract term to June 30, 2026 (**Resolution No. 3206**) on July 23, 2025; and,

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

WHEREAS, WWSS has informed the City that substantial completion of the Project is now planned for November of 2026; and,

WHEREAS, the City desires to amend the Professional Services Agreement contract with DOWL to extend construction inspection of city infrastructure through the end of the two-year warranty period following the anticipated substantial completion of the project.

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, previously authorized the City Manager to enter into and execute, on behalf of the City of Wilsonville, an amendment to the Professional Services Agreement with DOWL totaling \$249,719, which brought the total contract amount of the Professional Services Agreement with DOWL to a not-to-exceed amount of \$984,059.

Section 4. 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 \$300,826, which brings the total contract amount of the Professional Services Agreement with DOWL to a not-to-exceed amount of \$1,284,885, which is substantially similar to **Exhibit A** attached hereto.

Section 5. 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 6th day of April 2026, and filed with the Wilsonville City Recorder this date.

Signed by:
Mayor Shawn O'Neil
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Shawn O'Neil, Mayor

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

| | |
|-------------------------|---------|
| Mayor O'Neil | Yes |
| Council President Berry | Excused |
| Councilor Cunningham | Yes |
| Councilor Scull | Yes |
| Councilor Shevlin | Yes |

EXHIBIT:

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

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

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

This Third Amendment to Professional Services Agreement (“Third 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 entered into a Second Amendment to Professional Services Agreement (“Second Amendment”) with Consultant on July 23, 2025; 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 Third Amendment; and

WHEREAS, Consultant represents that Consultant is qualified to perform the Additional Services described herein on the basis of specialized experience and technical expertise; 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 December 31, 2028.

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.

Section 3. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this Third Amendment shall be completed by no later than December 31, 2028.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed **Three Hundred Thousand Eight Hundred Twenty-Six Dollars (\$300,826.00)**, for performance of the Additional Services (“Third Amendment Compensation Amount”) which, when totaled with the Total Compensation Amount from the Second Amendment, equals a total not-to-exceed amount of **One Million Two Hundred Eighty-Four Thousand Eight Hundred Eighty-Five Dollars (\$1,284,885.00)** for the performance of the Services and Additional Services (“Total Compensation Amount”). The term “Total Compensation Amount,” as defined in the Second Amendment, 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, First Amendment, and Second 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 Third Amendment.

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

CONSULTANT:

CITY:

DOWL, LLC

CITY OF WILSONVILLE

By: _____

By: _____

Name: _____

Name: _____

As Its: _____

As Its: _____

APPROVED AS TO FORM:

By: _____

Name: _____

City of Wilsonville Legal Counsel

#23092-3
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**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**

City of Wilsonville

Project Manager: Marissa Rauthouse
29799 SW Town Center Loop East
Wilsonville, OR 97070
503-570-1538
mrauthouse@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 November 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.

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 2 hours per week for 9 months (39 weeks) performing this task.
- The Senior Project Manager (SPM) will spend an additional 0.5 hour 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 (39 each) plus an additional 12 each 1-hour technical specific project meetings attended 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

- 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 and pedestrian signals
- Installation of ADA compliant ramps
- 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 32 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 on an erosion control report per the City of Wilsonville template.

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 2 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:

- 1 FRP 2 staff will spend on average 3 hours per week monitoring traffic control.

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

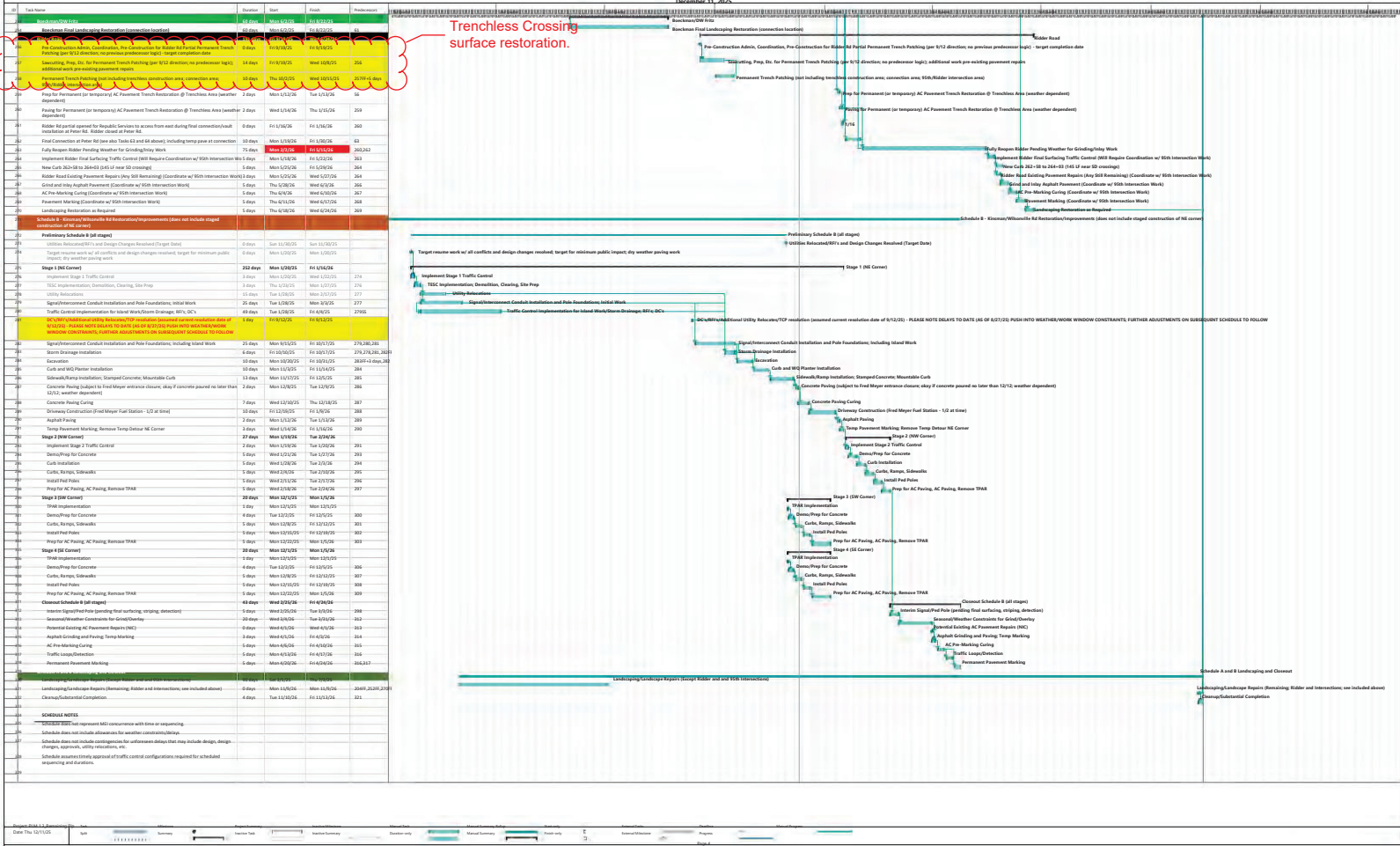
Task 2.5 – Traffic and Pedestrian Signal Improvement Inspections [NO CHANGE]

TASK 3 FIELD TESTED MATERIALS [NO CHANGE]

TASK 4 PROJECT COMPLETION [NO CHANGE]

EXHIBIT A

PLM 1.3
 Remaining Pipe Installation and Restoration
 Prepared by MBI
 December 11, 2025



**EXHIBIT A
EXHIBIT B- RATES**

| DOWL, LLC. CITY OF WILSONVILLE | | WSP PLM_1.3 CONSTRUCTION INSPECTION OF CITY INFRASTRUCTURE | | | | | | | | | | March 9, 2026 | | |
|-----------------------------------|---|--|--------------------|---------------------------------|-------------------------------|----------------------------|---------------------------------|---------------------|---------------|---------------------|---------------|----------------------------|---------------|-------------------|
| | | Fee Proposal | | | | | | | | | | DOWL Project 2647.80449.01 | | |
| | | Amendment 2 | | | | | | | | | | | | |
| 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 | 117 | | | | | 39 | 175.5 | \$ 35,197.50 | \$0 | \$0 | \$0 | \$35,198 |
| 1.2 | Project Meetings | 12 | 49 | | | | 39 | | 100 | \$ 19,544.00 | \$0 | \$0 | \$0 | \$19,544 |
| | Task Subtotal | 31.5 | 166 | 0 | 0 | 0 | 39 | 39 | 275.5 | \$54,741.50 | \$0.00 | \$0.00 | \$0.00 | \$54,742 |
| TASK 2 | Inspection | | | | | | | | | | | | | |
| 2.1 | General Inspection and Observation | | | 78 | | | 1248 | 20 | 1345.5 | \$ 200,947.50 | \$0 | \$0 | \$0 | \$200,948 |
| 2.2 | Erosion and Sediment Control Inspection and Documentation | | | | 20 | 156 | | | 175.5 | \$ 24,375.00 | \$0 | \$0 | \$0 | \$24,375 |
| 2.3 | Traffic Control Inspection | | | | | | | 117 | 117 | \$ 17,199.00 | \$0 | \$0 | \$0 | \$17,199 |
| | Task Subtotal | 0 | 0 | 78 | 19.5 | 156 | 1365 | 19.5 | 1638 | \$242,521.50 | \$0.00 | \$0.00 | \$0.00 | \$242,522 |
| 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 | 31.5 | 166 | 78 | 19.5 | 156 | 1404 | 58.5 | 1913.5 | | | | | |
| | AVERAGE HOURLY RATES | \$273.00 | \$215.00 | \$194.00 | \$242.00 | \$126.00 | \$147.00 | \$121.00 | | | | | | |
| | TOTAL LABOR ESTIMATE | \$8,600 | \$35,690 | \$15,132 | \$4,719 | \$19,656 | \$206,388 | \$7,079 | | \$297,263.00 | \$0.00 | \$0.00 | \$0.00 | \$297,263 |
| | | | | | | | | | | | Expenses | Expenses | Expenses | Sub Expense Total |
| | | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$0 |
| | | | | | | | | | | | \$0.00 | \$0.00 | \$0.00 | \$297,263 |
| | | | | | | | | | | | | | | \$3,563 |
| | | | | | | | | | | | | | | \$297,263 |
| | | | | | | | | | | | | | | \$0 |
| | | | | | | | | | | | | | | \$300,826 |
| | | | | | | | | | | | | | | \$300,826 |