

**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.

EXHIBIT A

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.

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 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

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 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:

EXHIBIT A

- 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]

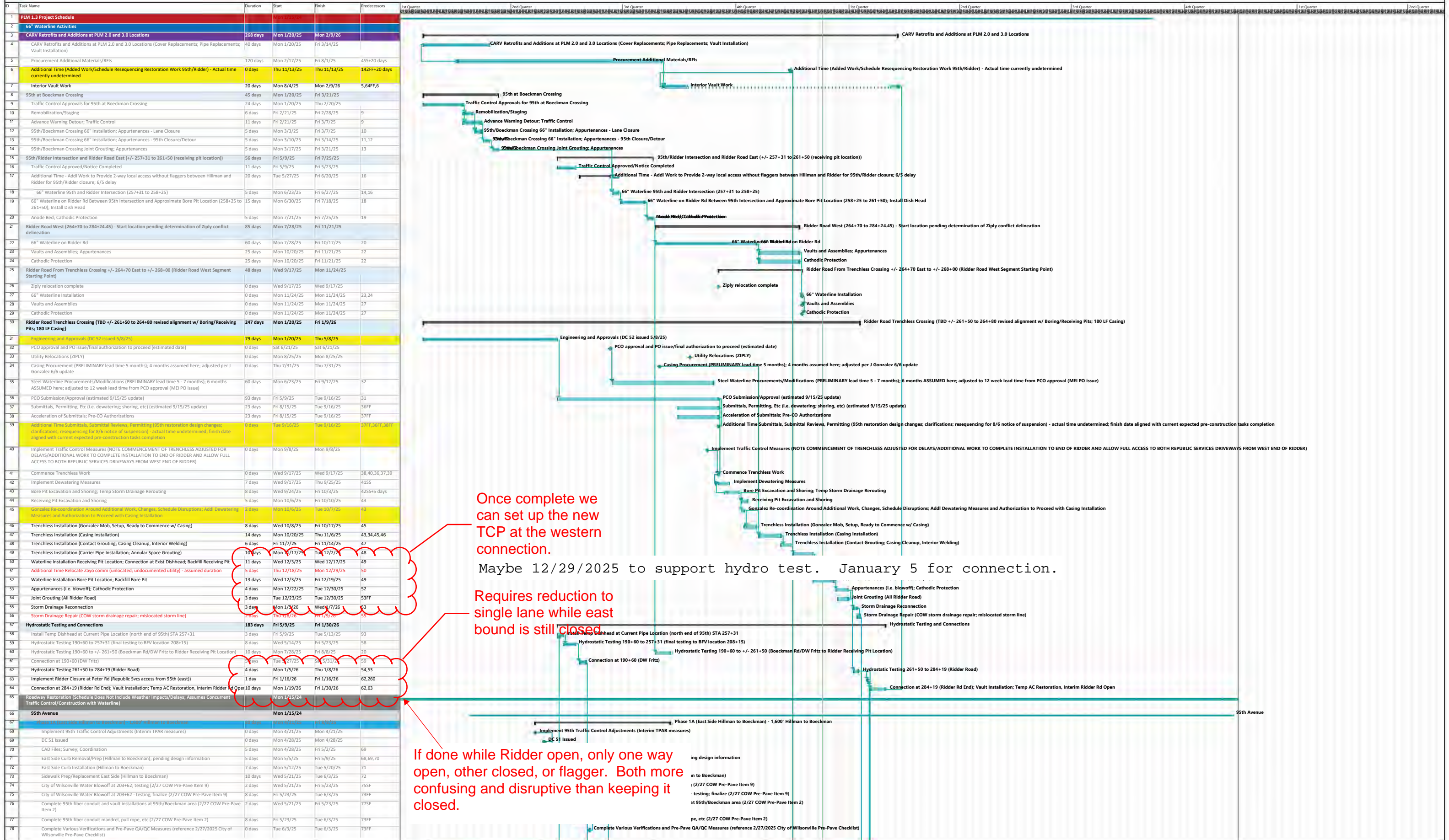
Task 2.5 – Traffic and Pedestrian Signal Improvement Inspections [NO CHANGE]

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 MEI December 11, 2025



Once complete we can set up the new TCP at the western connection.

Maybe 12/29/2025 to support hydro test. January 5 for connection.

Requires reduction to single lane while east bound is still closed.

If done while Ridder open, only one way open, other closed, or flagger. Both more confusing and disruptive than keeping it closed.

EXHIBIT A

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

ID	Task Name	Duration	Start	Finish	Predecessors
79	Remove TPAR (route to new sidewalk); Shift Traffic as Required for Panel 1 and 2 Construction; South Bound Only	1 day	Fri 6/20/25	Fri 6/20/25	73,99FF
80	Prep for East Panel Rows 1 and 2 (Hillman to Boeckman)	8 days	Fri 5/9/25	Tue 5/20/25	93
81	Additional Prep Time for Fiber Vault Adjustments and PGE Access/Coordination at 95th and Boeckman	5 days	Wed 5/21/25	Wed 5/28/25	80
82	LaRusso Dowels; Reinforce; Forming to Provide for Consecutive Pour Days	3 days	Wed 7/9/25	Fri 7/11/25	
83	PANELS #3: Concrete Panel Installation for East Panel Rows 1 and 2 (Hillman to Boeckman)	3 days	Mon 7/14/25	Wed 7/16/25	95,81,82
84	PANELS #3: Concrete Panel Corrective Work; Removal/Replace	6 days	Thu 7/17/25	Thu 7/24/25	83
85	PANELS #3: 95th/Hillman Intersection East Panels (including design information; survey coordination; excavation/grading; prep for concrete; pour concrete; etc)	6 days	Fri 7/25/25	Fri 8/1/25	84
86	Additional Time Cure, Sealing, Driveway Coordination	5 days	Mon 8/4/25	Fri 8/8/25	83,84,85
87	Phase 1B (East Side Hillman to Nike Drive) - First 1,025' Hillman South to Nike Drive	22 days	Fri 4/4/25	Tue 5/6/25	
88	TCP submission, approval and notice completed (assumed acceleration by WWSP/COW for directed start)	6 days	Fri 4/4/25	Mon 4/14/25	89SF
89	Remove Temp AC; Prep for East Panel Rows 1 and 2 (Hillman to Nike Drive)	7 days	Mon 4/14/25	Tue 4/22/25	
90	PANELS #1: Concrete Panel Installation for East Panel Rows 1 and 2 (Ridder to Hillman to Nike Drive)	9 days	Wed 4/23/25	Mon 5/5/25	89
91	Additional Time Cure, Sealing, Driveway Coordination	0 days	Tue 5/6/25	Tue 5/6/25	90
92	Phase 1C (East Side Nike Drive to Ridder) - Remaining 2,775' Nike Drive to Ridder	33 days	Wed 4/23/25	Mon 6/9/25	
93	Remove Temp AC; Prep for East Panel Rows 1 and 2 (Nike Drive to Ridder)	12 days	Wed 4/23/25	Thu 5/8/25	89
94	PANELS #2: Concrete Panel Installation for East Panel Rows 1 and 2 (Nike Drive to Ridder)	21 days	Fri 5/9/25	Fri 6/6/25	93,91
95	Additional Time Cure, Sealing, Driveway Coordination	0 days	Mon 6/9/25	Mon 6/9/25	94
96	Phase 1 - Hillman to Ridder Additional Items	210 days	Mon 6/9/25	Wed 4/8/26	
97	Concrete Paving Corrections; Nike Drive completion per RFI changes	5 days	Mon 6/9/25	Fri 6/13/25	95
98	Finish remaining paving; concrete cure time; temp AC as required	5 days	Mon 6/16/25	Fri 6/20/25	97
99	Stage for temp two-way traffic between Hillman and Ridder (NORTH BOUND LOCAL ACCESS ONLY NIKE TO RIDDER)	2 days	Thu 6/19/25	Fri 6/20/25	98FF
100	Pour and cure remaining 95th concrete at north end (with intersection work)	10 days	Thu 3/26/26	Wed 4/8/26	
101	Pre-Construction	28 days	Wed 8/6/25	Fri 9/12/25	
102	8/6 Notice of Suspension	0 days	Wed 8/6/25	Wed 8/6/25	
103	WWSP response to 8/6 Notice	6 days	Wed 8/6/25	Wed 8/13/25	103
104	Direction to Not Commence 95th Demo	0 days	Mon 8/11/25	Mon 8/11/25	
105	City Approval of Notice of Suspension Response	1 day	Thu 8/14/25	Thu 8/14/25	104
106	Direction to Continue (ASSUMED DATE)	1 day	Fri 8/15/25	Fri 8/15/25	106
107	Implement TCP - 95th Northbound Only Boeckman to Ridder	1 day	Mon 8/18/25	Mon 8/18/25	107
108	Contract/Subcontract Arrangements	6 days	Fri 8/15/25	Fri 8/22/25	106
109	Submittals/Pre-Pave	5 days	Sat 8/23/25	Thu 8/28/25	109
110	Dowel Basket Procurement (ASSUMES assignment of LaRusso materials on-hand and ordered)	10 days	Fri 8/15/25	Wed 8/27/25	106
111	WWSP/City of Wilsonville/MEI/RLC Pre-Pave Conference	1 day	Tue 8/26/25	Tue 8/26/25	
112	Required Design Clarifications and DC Modifications, Reinforcement Detailing, TCP Modifications, Remaining/Additional Admin/Coordination	3 days	Wed 8/27/25	Fri 8/29/25	112
113	Complete reinforcement details/inventory quantification based on pending DC's and 8/26 pre-pave	1 day	Wed 8/27/25	Wed 8/27/25	112
114	Order/Procurement of Loose Tie-Bars (estimated 4 business day lead time)	4 days	Thu 8/28/25	Wed 9/3/25	114
115	Current Estimated Ship Date for 4th Row Steel/Dowel Baskets (as of 8/27/25)	0 days	Mon 9/8/25	Mon 9/8/25	
116	Estimated Transit Time 4th Row Steel/Dowel Baskets - PLEASE NOTE THAT BASED ON ITS CURRENT EVALUATION OF INVENTORY AND ORDER INFORMATION, RLC BELIEVES IT WILL NEED DELIVERY OF THIS MATERIAL PRIOR TO POUR #5	4 days	Mon 9/8/25	Thu 9/11/25	116
117	Survey, Staking, Layout	4 days	Tue 9/2/25	Fri 9/5/25	113
118	Final Paving Logistics Coordination (Testing, Inspections, Materials, Etc)	3 days	Wed 9/10/25	Fri 9/12/25	126FF
119	Construction	44 days	Mon 8/18/25	Fri 10/17/25	
120	Remove Concrete, Excavation, Aggregate, Grading Hillman to Nike (started prior to Boeckman to Hillman pending TCP approval for Boeckman to Hillman)	5 days	Mon 8/18/25	Fri 8/22/25	108SS
121	Remove Concrete, Excavation, Aggregate, Grading Nike to Ridder	8 days	Tue 8/19/25	Wed 8/27/25	108SS+1 day
122	Remove Concrete, Excavation, Aggregate, Grading + Curb Prep Boeckman to Hillman	7 days	Sat 8/23/25	Tue 9/2/25	121
123	Additional Work Unsuitable Subgrade, Soft-Spot Repairs, Overexcavation	8 days	Wed 9/3/25	Fri 9/12/25	126FF
124	Catch Basin Mods Boeckman-Hillman Necessary Before Paving	3 days	Wed 9/10/25	Fri 9/12/25	126FF
125	RLC - Mobilization, Paver Setup, Initial Forming/Reinforcement (w/ centerline tie-bars); procurement and inventory confirmation of LaRusso on-hand steel, weather/concrete supplier logistics	9 days	Tue 9/2/25	Fri 9/12/25	
126	Continuing Forming/Reinforcement (in advance of paving)	10 days	Mon 9/15/25	Fri 9/26/25	126
127	PAVING POUR #1: Boeckman to Hillman (1,675 LF) 1st Half (+/- 835 LF; 540 CY)	1 day	Mon 9/15/25	Mon 9/15/25	126
128	PAVING POUR #2: Boeckman to Hillman (1,675 LF) 2nd Half (+/- 835 LF; 540 CY)	1 day	Tue 9/16/25	Tue 9/16/25	128
129	PAVING: Paving Machine Reconfiguration; Continuing Reinforcement Work	1 day	Wed 9/17/25	Wed 9/17/25	129
130	PAVING POUR #3: Hillman to Nike Drive (998 LF; 640 CY)	1 day	Thu 9/18/25	Thu 9/18/25	130,117
131	PAVING POUR #4: Nike Drive to Freeman (625 LF; 399 CY)	1 day	Fri 9/19/25	Fri 9/19/25	131
132	PAVING POUR #5: Freeman to StorQuest North Entrance (905 LF; 578 CY)	1 day	Mon 9/22/25	Mon 9/22/25	132
133	PAVING POUR #6: StorQuest North Entrance to Ridder (1,015 LF; 648 LF)	1 day	Tue 9/23/25	Tue 9/23/25	133
134	Concrete Curing and Joint Sealing Boeckman to Hillman	8 days	Wed 9/17/25	Fri 9/26/25	129
135	Curb and Gutter (Boeckman to Hillman)	3 days	Mon 9/29/25	Wed 10/1/25	135
136	Concrete Curing and Joint Sealing Hillman to Ridder	10 days	Thu 9/18/25	Wed 10/1/25	131SS
137	Intersections/Driveway Pours (Hillman, Nike, Freeman, Storquest); Pour Band - All Hand Pour	9 days	Thu 9/25/25	Tue 10/7/25	137SS+5 days,139
138	Concrete Curing and Joint Sealing Intersection/Driveways/Pour Strip	7 days	Wed 10/8/25	Thu 10/16/25	138
139	Contingency (Material Procurement Delay; Equipment Issues; QC Issues; Corrective Measures; Etc) - No Time Included at This Time; Schedule Reflects Contractor Target Schedule	0 days	Fri 10/17/25	Fri 10/17/25	139
140	Additional Curing/Temp Marking Prior to Roadway Re-open (TBD)	0 days	Fri 10/17/25	Fri 10/17/25	140
141	Private Driveway/Entrance Improvements (Time TBD; still in coordination w/ RLC)	0 days	Fri 10/17/25	Fri 10/17/25	141
142	95th Avenue (all segments/phases)	435 days?	Thu 2/22/26	Mon 11/9/26	
143	Miscellaneous Remaining (as of 11/26/25) Restoration Items	15 days	Thu 5/21/26	Wed 6/10/26	
144	Vanguard Sidewalk (RFI/Utility Relocates)	15 days	Thu 5/21/26	Wed 6/10/26	268FF
145	Nike East Improvements (RFI's; DC's)	15 days	Thu 5/21/26	Wed 6/10/26	268FF
146	Nike West Improvements (DC)	15 days	Thu 5/21/26	Wed 6/10/26	268FF
147	DC-68 Changes	15 days	Thu 5/21/26	Wed 6/10/26	268FF
148	Complete remaining pavement marking	5 days	Thu 6/4/26	Wed 6/10/26	268FF
149	95th and Boeckman Intersection (DC-29)	296 days	Wed 3/26/25	Mon 5/25/26	
150	DC issuance/NOC submitted	0 days	Wed 3/26/25	Wed 3/26/25	
151	PCO Submitted	0 days	Wed 4/30/25	Wed 4/30/25	
152	CO Approved	0 days	Tue 8/19/25	Tue 8/19/25	
153	Communication Regarding PGE relocation work required of MEI for Intersection Improvements	0 days	Thu 8/14/25	Thu 8/14/25	
154	RFI 250 (initial design info provided by PGE)	0 days	Tue 9/30/25	Tue 9/30/25	
155	RFI 250 reply/response	0 days	Tue 10/21/25	Tue 10/21/25	
156	PGE design/redesigns for work required to remove vaults NW corner (assumed final PGE design)	69 days	Thu 8/14/25	Tue 11/18/25	155
157	NOC 127 - PCO pricing; WWSP approval; PGE coordination	20 days	Wed 11/19/25	Thu 12/18/25	158
158	Locates, Preliminary Survey, Evaluation of Potential PGE conflicts, ROW matters, etc.	20 days	Wed 11/19/25	Thu 12/18/25	159FF
159	Initial traffic control plans; approvals for commencement	15 days	Wed 11/26/25	Thu 12/18/25	159FF
160	Pole/Mast Arm Submittals (Prairie/Valmont)	0 days	Mon 12/22/25	Mon 12/22/25	

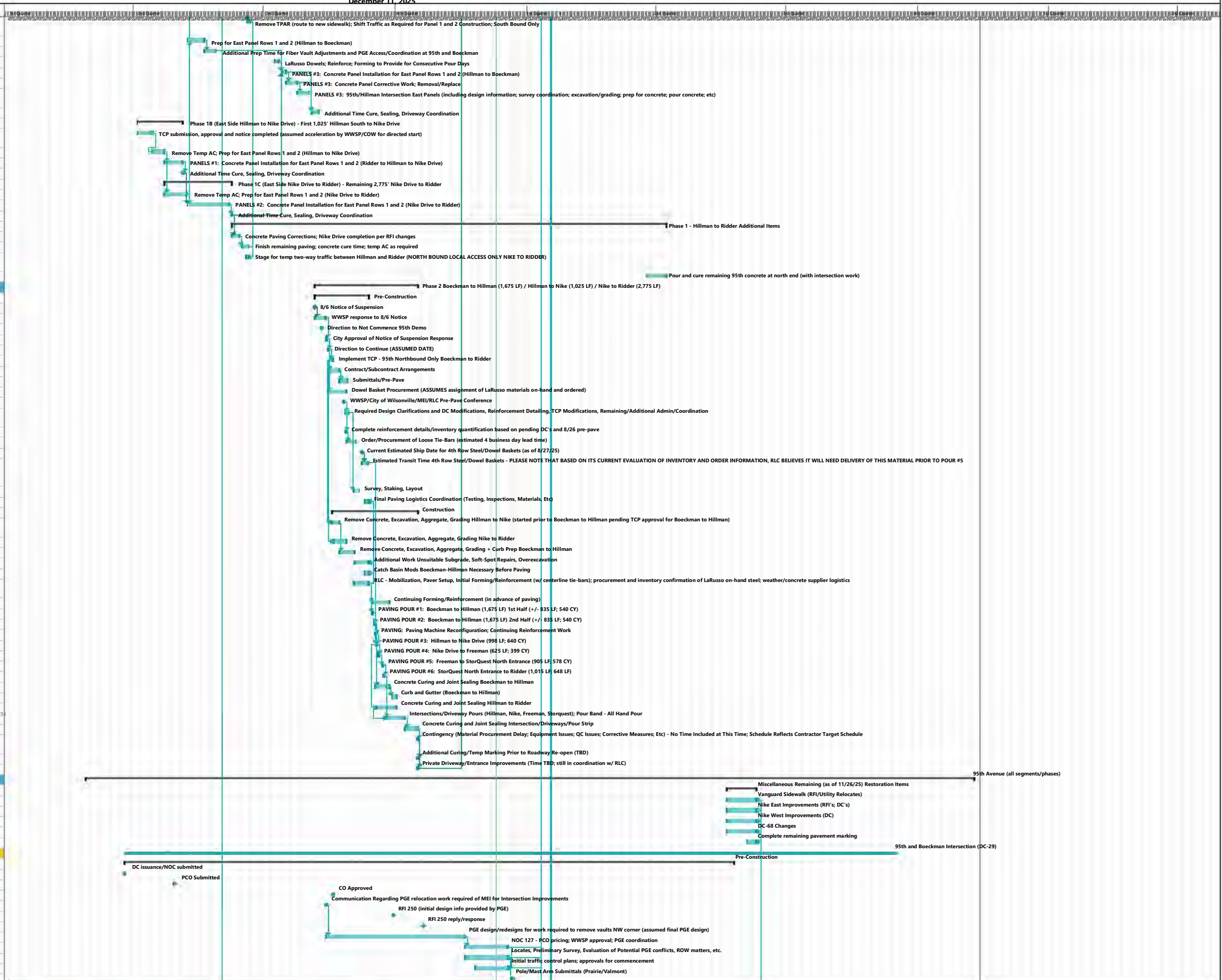


EXHIBIT A

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

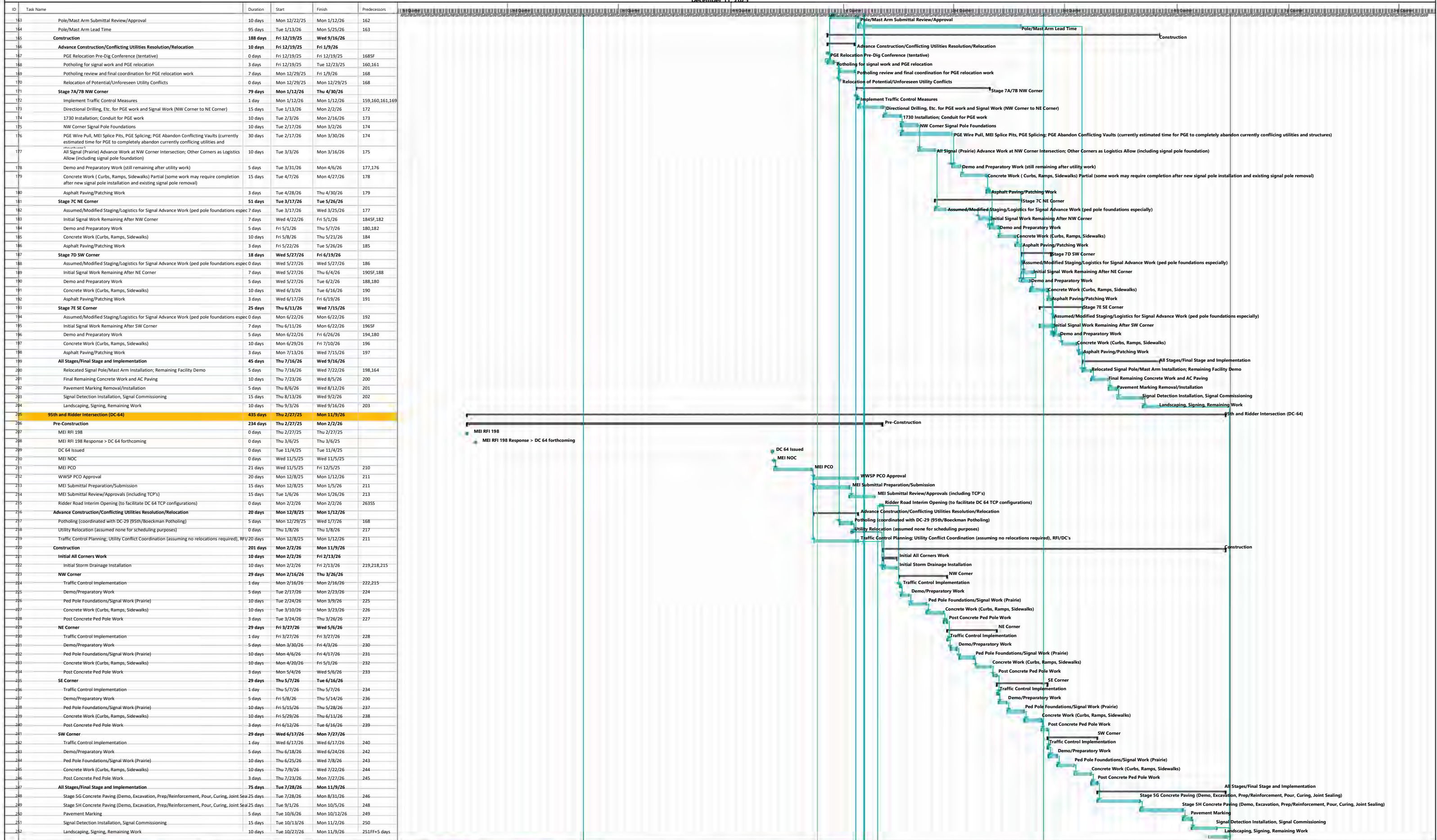


EXHIBIT A

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

ID	Task Name	Duration	Start	Finish	Predecessors
253	Boeckman/DW Fritz	60 days	Mon 6/2/25	Fri 8/22/25	
254	Boeckman Final Landscaping Restoration (connection location)	60 days	Mon 6/2/25	Fri 8/22/25	61
255	Ridder Road	151 days	Fri 9/19/25	Fri 9/19/25	
256	Pre-Construction Admin, Coordination, Pre-Construction for Ridder Rd Partial Permanent Trench Patching (per 9/12 direction; no predecessor logic) - target completion date	0 days	Fri 9/19/25	Fri 9/19/25	
257	Sawcutting, Prep, Etc. for Permanent Trench Patching (per 9/12 direction; no predecessor logic); additional work pre-existing pavement repairs	14 days	Fri 9/19/25	Wed 10/8/25	256
258	Permanent Trench Patching (not including trenchless construction area; connection area; 95th/Ridder intersection area)	10 days	Thu 10/2/25	Wed 10/15/25	257FF+5 days
259	Prep for Permanent (or temporary) AC Pavement Trench Restoration @ Trenchless Area (weather dependent)	2 days	Mon 1/12/26	Tue 1/13/26	56
260	Paving for Permanent (or temporary) AC Pavement Trench Restoration @ Trenchless Area (weather dependent)	2 days	Wed 1/14/26	Thu 1/15/26	259
261	Ridder Rd partial opened for Public Services to access from east during final connection/vault installation at Peter Rd. Ridder closed at Peter Rd.	0 days	Fri 1/16/26	Fri 1/16/26	260
262	Final Connection at Peter Rd (see also Tasks 63 and 64 above); including temp pave at connection	10 days	Mon 1/19/26	Fri 1/30/26	63
263	Fully Reopen Ridder Pending Weather for Grinding/Inlay Work	75 days	Mon 2/2/26	Fri 5/15/26	260,262
264	Implement Ridder Final Surfacing Traffic Control (Will Require Coordination w/ 95th Intersection Work)	5 days	Mon 5/18/26	Fri 5/22/26	263
265	New Curb 262+58 to 264+03 (145 LF near SD crossings)	5 days	Mon 5/25/26	Fri 5/29/26	264
266	Ridder Road Existing Pavement Repairs (Any Still Remaining) (Coordinate w/ 95th Intersection Work)	3 days	Mon 5/25/26	Wed 5/27/26	264
267	Grind and Inlay Asphalt Pavement (Coordinate w/ 95th Intersection Work)	5 days	Thu 5/28/26	Wed 6/3/26	266
268	AC Pre-Marking Curing (Coordinate w/ 95th Intersection Work)	5 days	Thu 6/4/26	Wed 6/10/26	267
269	Pavement Marking (Coordinate w/ 95th Intersection Work)	5 days	Thu 6/11/26	Wed 6/17/26	268
270	Landscaping Restoration as Required	5 days	Thu 6/18/26	Wed 6/24/26	269
271	Schedule B - Kinsman/Wilsonville Rd Restoration/Improvements (does not include staged construction of NE corner)				
272	Preliminary Schedule B (all stages)				
273	Utilities Relocated/RFI's and Design Changes Resolved (Target Date)	0 days	Sun 11/30/25	Sun 11/30/25	
274	Target resume work w/ all conflicts and design changes resolved; target for minimum public impact; dry weather paving work	0 days	Mon 1/20/26	Mon 1/20/26	
275	Stage 1 (NE Corner)	252 days	Mon 1/20/25	Fri 1/16/26	
276	Implement Stage 1 Traffic Control	3 days	Mon 1/20/25	Wed 1/22/25	274
277	TESC Implementation; Demolition, Clearing, Site Prep	3 days	Thu 1/23/25	Mon 1/27/25	276
278	Utility Relocations	15 days	Tue 1/28/25	Mon 2/17/25	277
279	Signal/Interconnect Conduit Installation and Pole Foundations; Initial Work	25 days	Tue 1/28/25	Mon 3/3/25	277
280	Traffic Control Implementation for Island Work/Storm Drainage; RFI's; DC's	49 days	Tue 1/28/25	Fri 4/4/25	279SS
281	DC's/RFI's/Additional Utility Relocates/TCP resolution (assumed current resolution date of 9/12/25) - PLEASE NOTE DELAYS TO DATE (AS OF 8/27/25) PUSH INTO WEATHER/WORK WINDOW CONSTRAINTS; FURTHER ADJUSTMENTS ON SUBSEQUENT SCHEDULE TO FOLLOW	1 day	Fri 9/12/25	Fri 9/12/25	
282	Signal/Interconnect Conduit Installation and Pole Foundations; Including Island Work	25 days	Mon 9/15/25	Fri 10/17/25	279,280,281
283	Storm Drainage Installation	6 days	Fri 10/10/25	Fri 10/17/25	279,278,281,282FF
284	Excavation	10 days	Mon 10/20/25	Fri 10/31/25	283FF+3 days,282
285	Curb and WQ Planter Installation	10 days	Mon 11/3/25	Fri 11/14/25	284
286	Sidewalk/Ramp Installation; Stamped Concrete; Mountable Curb	13 days	Mon 11/17/25	Fri 12/5/25	285
287	Concrete Paving (subject to Fred Meyer entrance closure; okay if concrete poured no later than 12/12; weather dependent)	2 days	Mon 12/8/25	Tue 12/9/25	286
288	Concrete Paving Curing	7 days	Wed 12/10/25	Thu 12/18/25	287
289	Driveway Construction (Fred Meyer Fuel Station - 1/2 at time)	10 days	Fri 12/19/25	Fri 1/9/26	288
290	Asphalt Paving	2 days	Mon 1/12/26	Tue 1/13/26	289
291	Temp Pavement Marking; Remove Temp Detour NE Corner	3 days	Wed 1/14/26	Fri 1/16/26	290
292	Stage 2 (NW Corner)	27 days	Mon 1/19/26	Tue 2/24/26	
293	Implement Stage 2 Traffic Control	2 days	Mon 1/19/26	Tue 1/20/26	291
294	Demo/Prep for Concrete	5 days	Wed 1/21/26	Tue 1/27/26	293
295	Curb Installation	5 days	Wed 1/28/26	Tue 2/3/26	294
296	Curbs, Ramps, Sidewalks	5 days	Wed 2/4/26	Tue 2/10/26	295
297	Install Ped Poles	5 days	Wed 2/11/26	Tue 2/17/26	296
298	Prep for AC Paving, AC Paving, Remove TPAR	5 days	Wed 2/18/26	Tue 2/24/26	297
299	Stage 3 (SW Corner)	20 days	Mon 12/1/25	Mon 1/5/26	
300	TPAR Implementation	1 day	Mon 12/1/25	Mon 12/1/25	299
301	Demo/Prep for Concrete	4 days	Tue 12/2/25	Fri 12/5/25	300
302	Curbs, Ramps, Sidewalks	5 days	Mon 12/8/25	Fri 12/12/25	301
303	Install Ped Poles	5 days	Mon 12/15/25	Fri 12/19/25	302
304	Prep for AC Paving, AC Paving, Remove TPAR	5 days	Mon 12/22/25	Mon 1/5/26	303
305	Stage 4 (SE Corner)	20 days	Mon 12/1/25	Mon 1/5/26	
306	TPAR Implementation	1 day	Mon 12/1/25	Mon 12/1/25	305
307	Demo/Prep for Concrete	4 days	Tue 12/2/25	Fri 12/5/25	306
308	Curbs, Ramps, Sidewalks	5 days	Mon 12/8/25	Fri 12/12/25	307
309	Install Ped Poles	5 days	Mon 12/15/25	Fri 12/19/25	308
310	Prep for AC Paving, AC Paving, Remove TPAR	5 days	Mon 12/22/25	Mon 1/5/26	309
311	Closeout Schedule B (all stages)	43 days	Wed 2/25/26	Fri 4/24/26	
312	Interim Signal/Ped Pole (pending final surfacing, striping, detection)	5 days	Wed 2/25/26	Tue 3/3/26	298
313	Seasonal/Weather Constraints for Grind/Overlay	20 days	Wed 3/4/26	Tue 3/31/26	312
314	Potential Existing AC Pavement Repairs (NIC)	0 days	Wed 4/1/26	Wed 4/1/26	313
315	Asphalt Grinding and Paving; Temp Marking	3 days	Wed 4/1/26	Fri 4/3/26	314
316	AC Pre-Marking Curing	5 days	Mon 4/6/26	Fri 4/10/26	315
317	Traffic Loops/Detection	5 days	Mon 4/13/26	Fri 4/17/26	316
318	Permanent Pavement Marking	5 days	Mon 4/20/26	Fri 4/24/26	316,317
319	Schedule A and B Landscaping and Closeout				
320	Landscaping/Landscape Repairs (Except Ridder and 95th Intersections)	90 days	Sat 3/1/25	Thu 7/3/25	
321	Landscaping/Landscape Repairs (Remaining; Ridder and Intersections; see included above)	0 days	Mon 11/9/26	Mon 11/9/26	-204FF,-252FF,270FF
322	Cleanup/Substantial Completion	4 days	Tue 11/10/26	Fri 11/13/26	321

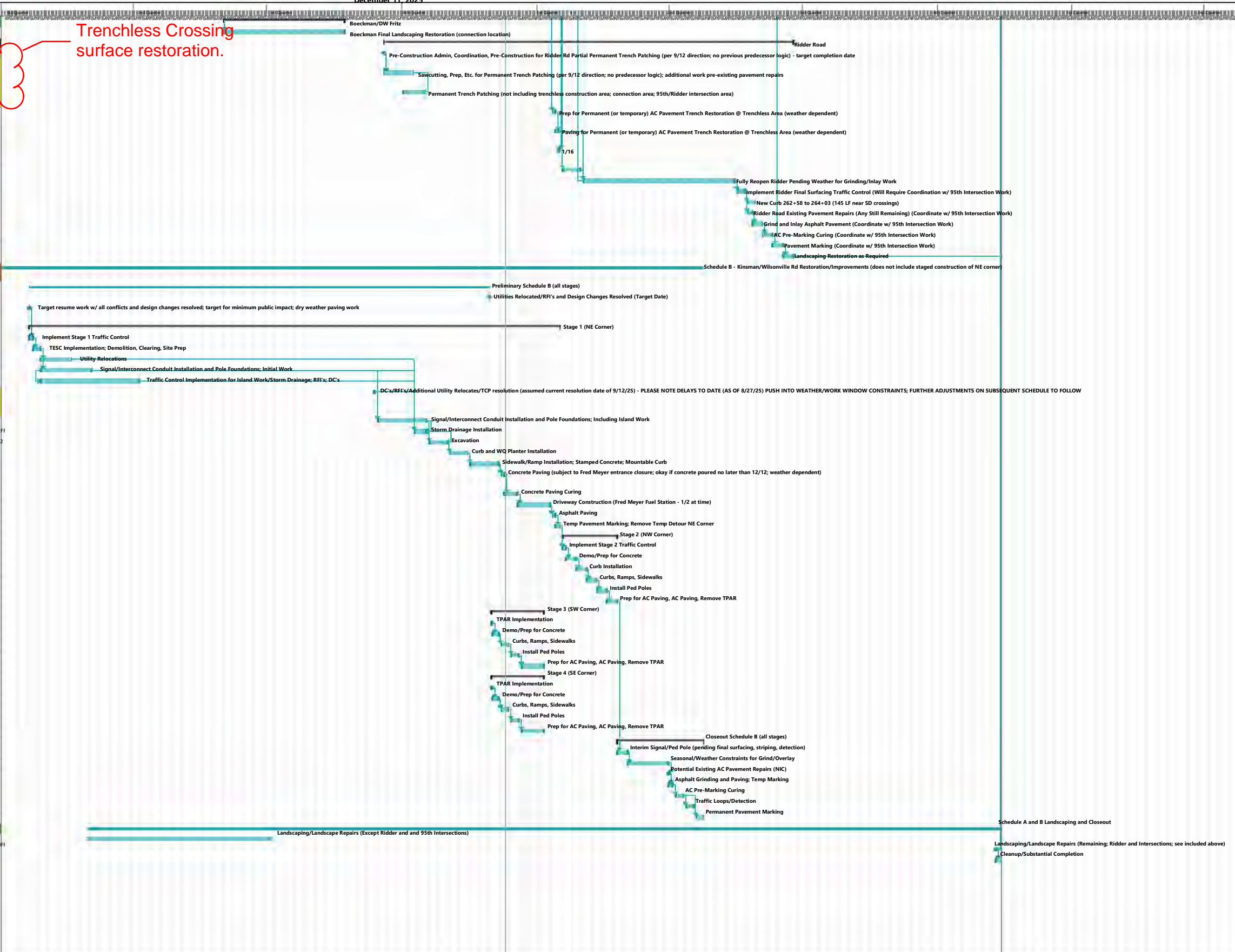


EXHIBIT A

EXHIBIT B- RATES

DOWL, LLC. WWSP PLM_1.3 CONSTRUCTION INSPECTION OF CITY INFRASTRUCTURE March 9, 2026
 CITY OF WILSONVILLE Fee Proposal
Amendment 2 DOWL Project 2647.80449.01

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	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	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	\$0.00	\$0.00	\$0.00	\$0
TASK 4	Project Completion												
	Task Subtotal	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
DOWL BASE EXPENSES =			\$3,563
DOWL BASE LABOR COSTS =			\$297,263
SUBCONSULTANT 5% MARK-UP =			\$0
Total Estimated Non-Contingency Costs =			\$300,826

TOTAL ESTIMATED PROJECT COST (Base and Contingency) = \$300,826