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.

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:	CITY:
DOWL, LLC	CITY OF WILSONVILLE
By:	By:
Print Name:	Print Name:
As Its:	As Its:
EIN/Tax I.D. No. 92-0166301	
	APPROVED AS TO FORM:
	By:
	Name: City of Wilsonville Legal Counsel

#23092-2

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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 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 izaleski@dowl.com

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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.

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

- 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.
- o 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.
- o 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:

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

Assumptions for budgeting:

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

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

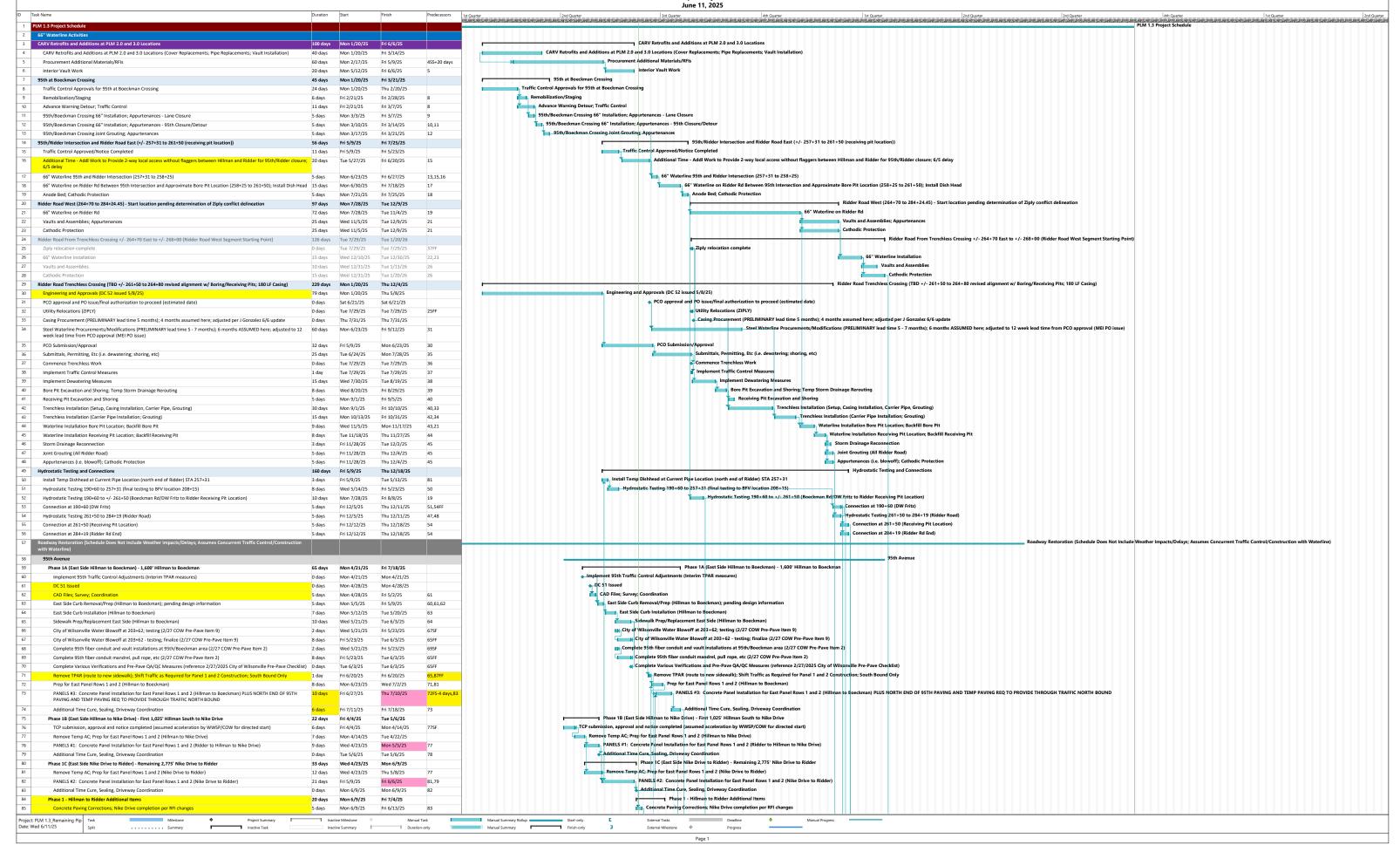
Task 2.5 – Traffic and Pedestrian Signal Improvement Inspections [NO CHANGE]

TASK 3 FIELD TESTED MATERIALS [NO CHANGE]

TASK 4 PROJECT COMPLETION [NO CHANGE]

RESOLUTION NO. 3206 EXHIBIT A

PLM 1.3 Remaining Pipe Installation and Restoration Prepared by MEI



RESOLUTION NO. 3206 EXHIBIT A PLM 1.3 **Remaining Pipe Installation and Restoration** Prepared by MEI June 11, 2025 1st Querie 2nd Querie 3nd Querie 6th Querie 1st Querie 2nd Querie 3nd Querie 2nd Querie 2nd Querie 2nd Querie 2nd Querie 3nd Querie 3nd Querie 2nd Querie 5 days Mon 6/16/25 Fri 6/20/25 Stage for temp two-way traffic between Hillman and Ridder (NORTH BOUND LOCAL ACCESS ONLY NIKE TO RIDDER) Stage for temp two-way traffic between Hillman and Ridder (NORTH BOUND LOCAL ACCESS ONLY NIKE TO RIDDER) 2 davs Fri 6/20/25 Thu 6/19/25 Mon 6/23/25 Fri 7/4/25 62 days Thu 7/17/25 Phase 2A (West Side Hillman to Boeckman) - 1600' Hillman to Boeckman Fri 10/10/25 Implement TBD 95th Boeckman to Hillman Traffic Control on East Side (assumed two-way traffic can be established) Thu 7/17/25 2 days Fri 7/18/25 West Side Curb Removal/Prep Mon 7/21/25 West Side Curb Installation Mon 7/28/25 Wed 8/6/25 Fri 8/15/25 Sidewalk Prep/Replacement West Side (Hillman to Boeckm Prep for West Panel Rows 3 and 4 (Hillman to Boeckman) - ASSUMING HILLMAN TO BOECKMAN CAN BE REDUCED TO ONE 8 days LANE NORTHBOUND AFTER PAYING HILLMAN TO NIKE COMPLETED Prep for West Panel Rows 3 and 4 (Hillman to Boetkman) - ASSUMING HILLMAN TO BOECKMAN CAN BE REDUCED TO ONE LANE NORTHBOUND AFTER PAVING HILLMAN TO NIKE COMPLETED Tue 8/26/25 Thu 9/4/25 PANELS#6: Concrete Panel Installation for West Panel Rows 3 and 4 (Hillman to Boeckman) PANELS#6: Concrete Panel Installation for West Panel Rows 3 and 4 (Hillman to Boeckn Mon 9/15/25 Additional Time Cure, Sealing, Driveway Coordinate Mon 9/29/25 Phase 2B (West Side Hillman to Nike Drive) - First 1,025 Hillman South to Nike Drive Mon 7/21/25 Mon 8/25/25 Phase 2B (West Side Hillman to Nike Drive) - First 1.025 Hillman South to Nike Drive Mon 7/21/25 Remove Temp AC: Prep for West Panel Row 3 (Hillman to Nike Drive) Remove Temp AC; Prep for West Panel Row 3 (Hillman to Nike Drive) Tue 7/29/25 PANELS #4: Concrete Panel Installation for West Panel Row 3 (Hillman to Nike Drive) 9 days Wed 7/30/25 Mon 8/11/25 PANELS #4: Concrete Panel Installation for West Panel Row 3 (Hillman to Nike Drive) Additional Time Cure Sealing Driveway Coordination 10 days Tue 8/12/25 Mon 8/25/25 Additional Time Cure, Sealing, Driveway Coordination Phase 2C (West Side Nike Drive to Ridder) - Remaining 2,775' Nike Drive to Ridder Phase 2C (West Side Nike Drive to Ridder) - Remaining 2,775' Nike Drive to Ridder 43 days Wed 7/30/25 Fri 9/26/25 Remove Temp AC; Prep for West Panel Row 3 (Nike Drive to Ridder Remove Temp AC: Prep for West Panel Row 3 (Nike Drive to Ridder) 10 days Wed 7/30/25 Tue 8/12/25 PANELS #5: Concrete Panel Installation for West Panel Row 3 (Nike Drive to Hillman) PANELS #5: Concrete Panel Installation for West Panel Row 3 (Nike Drive to Hillman) 14 days Tue 8/26/25 Fri 9/12/25 102,100 Additional Time Cure, Sealing, Driveway Coordination Additional Time Cure, Sealing, Driveway Coordination 10 days Mon 9/15/25 Fri 9/26/25 103 117 days Mon 8/11/25 Tue 1/20/26 95th Avenue (all segments/phases) Traffic Signal/Intersection Improvements 95th & Ridder to 80% Traffic Signal/Intersection Improvements 95th & Ridder to 80% 92 days Mon 8/11/25 Tue 12/16/25 Completion of Remaining Work After Waterline Con Completion of Remaining Work After Waterline Connections 20 days Wed 12/17/25 Tue 1/13/26 106,52,104 MENTS 95TH & BOECKMAN (DC 29)(Schedule duration/details pending (DC received 3/25)) 0 days TRAFFIC SIGNAL/INTERSECTION IMPROVEMENTS 95TH & ROFCKMAN (DC 29)(Schedule duration/details pending (DC received 3/25) Permanent Pavement Marking (weather dependent; potentially temp marking/complete with Ridder Road) Permanent Pavement Marking (weather dependent; potentially temp marking/complete with Ridder Road) Boeckman/DW Fritz 60 days Fri 12/12/25 Thu 3/5/26 Ridder Road Prep for Permanent AC Pavement Trench Restoration (except trenchless area; PRIOR TO WATERLINE TESTING) Paying for Permanent AC Payement Trench Restoration (except trenchless area: PRIOR TO WATERLINE TESTING) 10 days Fri 1/9/26 Thu 1/22/26 113SS+2 days Paving for Permanent AC Pavement Trench Restoration (except trenchless area; PRIOR TO WATERLINE TESTING) New Curb 262+58 to 264+03 (145 LF near SD crossings) New Curb 262+58 to 264+03 (145 LF near SD crossings) 5 days Fri 12/5/25 Thu 12/11/25 Prep for Permanent (or temporary) AC Pavement Trench Restoration @ Trenchless Area (weather dependent Prep for Permanent (or temporary) AC Pavement Trench Restoration @ Trenchless Area (weather dependent) 2 days Fri 12/19/25 Mon 12/22/25 55,56 Paving for Permanent (or temporary) AC Pavement Trench Restoration @ Trenchless Area (weather dep Paving for Permanent (or temporary) AC Pavement Trench Restoration @ Trenchless Area (weather dependent) Tue 12/23/25 Wed 12/24/25 Fully Reopen Ridder Pending Weather for Grinding/Inlay Work Fully Reopen Ridder Pending Weather for Grinding/Inlay Work 65 days Wed 3/25/26 Implement Ridder Final Surfacing Traffic Control Thu 3/19/26 Implement Ridder Final Surfacing Traffic Control 5 days Wed 3/25/26 118FF Ridder Road Existing Pavement Repairs (PCO/Add Ridder Road Existing Pavement Repairs (PCO/Additional Work) 10 days Thu 3/26/26 Wed 4/8/26 Grind and Inlay Asphalt Pavement Thu 4/9/26 AC Pre-Marking Curing AC Pre-Marking Curing Thu 4/16/26 Wed 4/22/26 Pavement Marking Pavement Marking Thu 4/23/26 its (does not include staged construction of NE corner Preliminary Schedule B (all stages) Preliminary Schedule B (all stages) Utilities Relocated/RFI's and Design Changes Resolved (Target Date) Utilities Relocated/RFI's and Design Changes Resolved (Target Date) 0 days Sun 11/30/25 Sun 11/30/25 Target resume work w/ all conflicts and design changes resolved; target for minimum public impact; dry weather paving work 0 days Mon 1/20/25 Target resume work w/ all conflicts and design changes resolved; target for minimum public impact; dry weather paving work Mon 1/20/25 Stage 1 (NE Corner) Stage 1 (NE Corner) 171 days Mon 1/20/25 Mon 9/15/25 Implement Stage 1 Traffic Control Implement Stage 1 Traffic Control 3 days Mon 1/20/25 Wed 1/22/25 TESC Implementation; Demolition, Clearing, Site Prep TESC Implementation; Demolition, Clearing, Site Prep 3 days Thu 1/23/25 Mon 1/27/25 129 Mon 2/17/25 **Utility Relocations** 15 days Tue 1/28/25 Signal/Interconnect Conduit Installation and Pole Foundations; Initial Work 25 days Tue 1/28/25 Mon 3/3/25 Traffic Control Implementation for Island Work/Storm Drainage; RFI's; DC's Traffic Control Implementation for Island Work/Storm Drainage; RFI's; DC's 49 days Tue 1/28/25 Fri 4/4/25 13255 Mon 6/16/25 DC's/RFI's/Additional Utility Relocates/TCP resolution (assumed current resolution date of 6/16/25) Signal /Interconnect Conduit Installation and Pole Foundations: Including Island Work Storm Drainage Installation Mon 4/7/25 Mon 4/14/25 132.131.133 Mon 7/21/25 Fri 8/1/25 136FF+3 days Curb and WO Planter Installation 10 days Mon 8/4/25 Fri 8/15/25 Curb and WO Planter Installation Sidewalk/Ramp Installation 10 days Mon 8/18/25 Fri 8/29/25 138 Sidewalk/Ramp Installation Concrete Paving 6 days Mon 9/1/25 Mon 9/8/25 139 Concrete Paving Asphalt Paving Asphalt Paving 5 days Tue 9/9/25 Mon 9/15/25 Stage 2 (NW Corner) Stage 2 (NW Corner) 26 days Tue 9/16/25 Tue 10/21/25 Implement Stage 2 Traffic Control Wed 9/17/25 2 days Tue 9/16/25 TESC Implementation; Demolition, Clearing, Site Prep 5 days Thu 9/18/25 Wed 9/24/25 Utility Relocations/Adjustments Utility Relocations/Adjustments Thu 9/25/25 Mon 9/29/25 Signal Conduit Installation and Pole Foundation Tue 9/30/25 Curb Installation Tue 10/7/25 Sidewalk/Ramp Installation Sidewalk/Ramp Installation Tue 10/21/25 Tue 10/21/25 Asphalt Paving Stage 3 (SW Corner) Wed 9/24/25 Tue 10/21/25 Stage 3 (SW Corner) Stage 3 - All Work Coordinated w/ Stage 1 and 2 20 days Wed 9/24/25 Tue 10/21/25 Stage 3 - All Work Coordinated w/ Stage 1 and 2 Stage 4 (SE Corner) 20 days Wed 9/24/25 Tue 10/21/25 Stage 4 (SE Corner) Stage 4 - All Work Coordinated w/ Stage 1 and 2 Stage 4 - All Work Coordinated w/ Stage 1 and 2 20 days Wed 9/24/25 Tue 10/21/25 149FF Closeout Schedule B (all stages) Closeout Schedule B (all stages) 43 days Wed 9/24/25 Fri 11/21/25 Pole/Mast Arm Installations; Wiring 20 days Wed 9/24/25 Tue 10/21/25 Asphalt Grinding and Paving; Temp Marking Asphalt Grinding and Paving; Temp Marking 3 days Wed 10/22/25 Fri 10/24/25 141,149,151,1 AC Pre-Marking Curing AC Pre-Marking Curing 5 days Mon 10/27/25 Fri 10/31/25 Traffic Loops/Detection Mon 10/27/25 Fri 10/31/25 Traffic Loops/Detection 5 days Permanent Pavement Marking Mon 11/3/25 157,158 Concrete Panel Replacement (South Bound Kinsm nedule A and B Landscaping and Closeou Schedule A and B Landscaping and Closeout Landscaping/Landscape Repairs Cleanup/Substantial Completion 90 days Thu 1/22/26 Wed 5/27/26 Cleanup/Substantial Completio SCHEDULE NOTES Schedule does not represent MEI concurrence with time or sequencing. Schedule based on dates/durations per 4/2/25 email. Schedule does not include allowances for weather constraints/delays Schedule does not include contingencies for unforeseen delays that may include design, design changes, approvals, utility reloca

DOWL, LLC. WWSP PLM_1.3 CONSTRUCTION INSPECTION OF CITY INFASTRUCTURE June 25, 2025														
CITY OF WILSONVILLE Fee Proposal														
Amendment 1 DOWL Project 2647.80449.00														
	TASK	Senior Manager II	Project Manager	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	\$ 1 <i>7</i> ,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	\$1 <i>77,4</i> 71
2.2	Erosion and Sediment Control Inspection and Documentation				20	156			176	\$ 24,496.00	\$0	\$0	\$0	
2.3	Traffic Control Inspection						78		78	\$ 11,466.00	\$0	\$0	\$0	
	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					
											Expenses	Expenses	Expenses	Sub Expense Total
	AVERAGE HOURLY RATES				\$242.00		·	·			\$0.00	· ·	\$0.00	\$0
	TOTAL LABOR ESTIMATE	\$8,190	\$18,275	\$15,132	\$4,840	\$19,656	\$1 <i>77,</i> 282	\$2,904		\$246,279.00	\$0.00	·		\$246,279
												DOWL BASE EXPENSES =		\$3,440 \$246,279
									DOWL BASE LABOR COSTS =					
SUBCONSULTANT 5% MARI											\$0			
Total Estimated Non-Contingency Co											gency Costs =	\$249,719		

TOTAL ESTIMATED PROJECT COST (Base and Contingency) = \$249,719