

RESOLUTION NO. 2872

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT WITH DOWL, LLC FOR ADVANCE ENGINEERING DESIGN SERVICES FOR THE I-5 PEDESTRIAN BRIDGE PROJECT.

WHEREAS, the City has planned and budgeted for engineering design of Capital Improvements Project #4202, known as the I-5 Pedestrian Bridge project (the Project); and

WHEREAS, the City entered into an intergovernmental agreement (Resolution No. 2696) with METRO for a Federal fund exchange associated with the Project; and

WHEREAS, the City agreed to complete engineering design of the Project by December 2021 as part of the Federal fund exchange; and

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

WHEREAS, OBEC Consulting Engineers, now DOWL, LLC, was selected as the most qualified consultant, was awarded a contract for preliminary engineering design services, and performed and completed services to the satisfaction of the City; and

WHEREAS, the City desires to amend the Professional Services Agreement contract with DOWL, LLC to perform advance engineering design services for the Project; and

WHEREAS, completion of the advance engineering design will fulfill the requirements of the intergovernmental agreement with METRO;

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, LLC has provided a responsive and responsible proposal for engineering design services.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement contract amendment with DOWL, LLC for a not –to-exceed amount of \$1,115,262.30.

Section 3. In order to allow future minor contract amendments, if needed, to occur without having to come back to City Council, the authorized Construction Contract total is hereby adjusted to up to \$2,874,833.43, allowing for continued Contracting Agency approval of contract amendments that exceed this adjusted amount by fifteen percent (15%) in accordance with City Code requirements.

Section 4. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 1st day of February 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Julie Fitzgerald
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Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

A. Second Amendment to I-5 Pedestrian Bridge Professional Services Agreement

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

I-5 Bicycle and Pedestrian Bridge

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective the ____ day of _____ 2021 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **DOWL, LLC**, an Alaska limited liability company (formerly known as OBEC Consulting Engineers, Inc.) (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on December 10, 2019, relating to the I-5 Bicycle and Pedestrian Bridge Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on December 10, 2020 to extend time for performance with no change in cost; and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described; 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 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, 2021.

Section 2. Additional Services To Be Provided

Consultant will perform the Additional Services more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein, for the Project 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 December 31, 2021.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE MILLION ONE HUNDRED FIFTEEN THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS AND THIRTY CENTS (\$1,115,262.30), for performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with the Compensation Amount, equals a total not-to-exceed amount of TWO MILLION FOUR HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS AND SIXTEEN CENTS (\$2,499,855.16) for the performance of the Services and Additional Services (“Total Compensation Amount”). 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 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: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon



EXHIBIT A



Amendment No. 1 I-5 PEDESTRIAN BRIDGE SCOPE OF WORK

Project Scope:

The second phase of this design contract will include services through 90% Design Documents. The design tasks and level of effort are based on the preferred bridge alternative of a two-span tied arch with main spans of 160-feet and 170-feet.

Organization of Work Tasks:

The following work tasks are provided to develop a project delivery plan and provide a basis for the level of effort and design fee required for its execution.

Task 1: Project Management

Consultant shall provide management and coordination for the tasks included in this Scope. Consultant shall manage Services performed by Consultant's staff and sub-consultants. Consultant shall coordinate with the City on work tasks performed by others. Project duration is assumed to be 10 months for the base tasks identified through the 90% Design phase.

1.1 Project Management and Coordination (Additional Effort)

Additional effort to provide project management and design oversight for the consultant team for an additional 10 months.

1.2 Project Meetings (Additional Effort)

Meetings are assumed to be held via video conference, and the number and additional effort for them are noted below:

- Project meetings – Up to five Consultant staff shall meet with the City for six periodic meetings, for up to two (2) hours each, to discuss the work plan, project schedule, design criteria, alternatives analysis, project issues, and/or stakeholder engagement.
- 60% design review meeting – Up to five Consultant staff shall meet with the City for up to two (2) hours to discuss review comments on the 60% Design.
- 90% design review meeting – Up to five Consultant staff shall meet with the City for up to two (2) hours to discuss review comments on the 90% Design.

1.3 Quality Control (Additional Effort)

Consultant shall perform senior reviews of the milestone deliverables at 60% and 90% according to the PQP and Consultant's Quality Management Program.

Task 1 Deliverables

- Decision Log
- Initial design schedule for 90% design documents delivery and up to one schedule update.
- Monthly progress report and invoice
- Meeting agendas and summaries
- QC Checklists at each milestone

Task 2: Survey

2.1 Horizontal and Vertical Control (No additional work)

2.2 Location Survey, Base Map, and Digital Terrain Model (DTM) (Additional Effort)

Additional effort to perform topographic survey to support design needs for up to 2 additional days of field work. Additional effort to affix tree identification tags within the survey limits.

Task 2 Deliverables

- One (1) scanned copy of field notes
- Copy of the electronic CADD Files Location Base Map in AutoCAD format with Civil3D DTM



EXHIBIT A



- 2.3 Horizontal Control, Monument Recovery and Retracement Survey (No additional work)**
- 2.4 Right of Way Base Map (No additional work)**
- 2.5 Description and Exhibit Maps (No additional work)**
- 2.6 Staking for Acquisition (No additional work)**

Task 3: Public Engagement

Consultant shall perform and manage the public engagement plan and efforts. Consultant shall work closely with the City to prepare and execute the plan.

- 3.1 Vision and Goals Document (No additional work)**
- 3.2 Public Engagement Plan (No additional work)**
- 3.3 Public Information Materials (No additional work)**
- 3.4 Stakeholder Meetings (No additional work)**
- 3.5 Public Kickoff, Online Surveys and Citywide Block Party (No additional work)**
- 3.6 Planning Commission and City Council Meetings (No additional work)**
- 3.7 60% and 90% Planning Commission and City Council Meetings (New Task)**

Consultant shall create and present project updates or briefings to Planning Commission and City Council Meetings at each submittal (4 total presentations). Meetings will be conducted via Zoom or another virtual platform. An allowance for creation of public information graphics, illustratives and/or public survey(s) has been included in this task to help convey design efforts more graphically than construction documents will show. Specific elements to be coordinated with the team and the City.

Deliverables - Electronic copy of presentation and public information materials

Task 3 Deliverables

- Present at Planning Commission and City Council meetings

Task 4: Environmental Documentation & Permitting

Consultant shall perform background research and field investigations. Up to the level of effort provided, Consultant shall prepare reports and applications in support of permits acquisition and approvals from ODOT and regulatory agencies.

- 4.1 Transportation Management Plan (TMP) (No additional work)**
- 4.2 Historic Baseline Report (Reduced level of effort)**
 - The level of effort has been reduced to reflect the work performed.
- 4.3 Phase 1 Archaeology Report (Reduced level of effort)**
 - The level of effort has been reduced to reflect the work performed.



EXHIBIT A



WILSONVILLE TOWN CENTER PLAN

C4.3.1 Phase 2 Archaeology Fieldwork and Report (Task Removed)

- This Task will be removed as part of this amendment.

4.4 Environmental Site Assessment, Phase 1 & 2 (No additional work)**C4.4.3 Geophysical Survey (Task Removed)**

- This Task will be removed as part of this amendment.

4.5 Pre-Permitting Environmental Review (No additional work)**4.6 No Effect Memorandum (No additional work)****4.7 Utility Coordination and Relocation (No additional work)****4.8 Arborist Review and Recommendations (No additional work)****4.9 ODOT Coordination and Approvals (Additional Effort)**

Additional effort to coordinate with ODOT through 90% deliverables including up to two additional Mobility Advisory Committee Presentations, 60% review meeting and 90% review meeting.

Additional budget is not included with this task based on the team's current understanding that our concepts and approach are acceptable to ODOT. This understanding is based on feedback from the MAC at two meetings and Region 1 technical staff. If ODOT or MAC's perspective changes an amendment for additional hours may be required.

Task 4 Deliverables

- ODOT District Permit Application

*Task 5: Geotechnical Investigation***5.1 Field Exploration (Additional Work)**

Consultant shall perform additional geotechnical field explorations and laboratory testing to confirm subsurface conditions for the approach retaining walls. The approach retaining walls are assumed to be MSE walls with 15-foot maximum exposed height and approximately 200-foot long on each approach. Consultant shall provide final geotechnical data sheets for the bridge and retaining walls. Consultant shall develop geotechnical investigation in accordance with AASHTO LRFD.

Prior to beginning the field explorations, the Consultant shall prepare a Field Testing Work Plan showing the proposed exploration locations and outlining the drilling and sampling procedures, preliminary laboratory testing plan, and the traffic control plans for borings located in the roadway. No fieldwork is to be performed, other than initial site reconnaissance, until the work plan is reviewed and approved by the City.

The consultant shall develop a Field Safety Plan (FSP) for fieldwork. FSP shall be submitted to the City and approved prior to the start of investigation work.

Consultant shall perform exploration work in accordance with all Federal, State, and Local regulations. Consultant shall complete a subsurface exploration program that consists of the following:

- Retaining Walls - Advance two borings to a depth of approximately 30 feet bgs for retaining wall design. Borings will be completed with a truck mounted rig.

Field explorations will be conducted during daytime hours using a truck-mounted drill rig as described above. Drilling will be conducted using mud rotary drilling techniques. Soil samples will be obtained at 2-1/2 foot to 5-foot intervals using either a standard penetration sampler or a thin-walled Shelby tube. No rock coring is anticipated for the project. The borings will be abandoned and backfilled according to Oregon Water Resources Department regulation.



EXHIBIT A

**Assumptions:**

- The City will negotiate, acquire, and provide all necessary site access and any necessary right of entry permits for the borings located at private properties to the Consultant, based on Consultant's Subsurface Exploration Work Plan.
- The subsurface material is not contaminated, and no testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.
- Consultant will acquire the necessary City ROW permits.
- Explorations will be drilled off of the roadway and will not require traffic control.
- Geotechnical borings at each of the 9 proposed bridge bents will not be required due to consistency of subsurface conditions encountered in borings B-1 through B-5 during the initial field explorations.
- The field explorations schedule will be confirmed within one week of approval of the Filed Exploration Work Plan.

5.2 Laboratory Testing (Additional Work)

Consultant shall perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations to characterize the subgrade soils and to develop soil properties for retaining wall design. The laboratory testing program may consist of up to ten moisture content tests; four Atterberg limits tests, one sieve analysis tests, and one one-dimensional consolidation test.

5.3 Geotechnical Design Analysis (Additional Work)

Consultant shall update analyses based on the additional field and laboratory test data to develop geotechnical design and construction recommendations for the retaining walls. Consultant shall conduct the geotechnical analyses and design in accordance with most current version of the ODOT Geotechnical Design Manual, and AASHTO and FHWA design guidelines. The following engineering items will be updated:

- The bridge approach Retaining wall design recommendations including bearing resistance, wall global stability, and lateral resistance design parameters.
- Three Geotechnical Data Sheets (GDS) including one GDS for bridge, and two GDSs for retaining walls.

5.4 Pavement Design (Removed)**5.5 Geotechnical Design Report (Additional Work)**

Consultant shall update the geotechnical design report to incorporate the additional explorations and geotechnical design analysis. Consultant shall prepare a draft final report for the project for Agency, and the City to review and comment. A final report will be developed based upon the City review comments. The final design geotechnical report will summarize all field explorations and engineering analyses and provide recommendations for design and construction of the bridge and retaining walls.

5.6 Geotechnical Design Coordination (New Task)

Consultant shall provide final design support and review the plans and specifications for the 60% and 90% design deliverables.

Task 5 Deliverables

- Final stamped Geotechnical Engineering Report
- Final stamped Geotechnical Data Sheets



EXHIBIT A



- Draft specifications for foundation construction elements

Task 6: Bridge Type, Size, and Location Report (No additional work)

Task 7: Gateway Plaza Conceptual Design (Reduced Level of Effort)

- The level of effort has been reduced to reflect the work performed.

Task 8: Public Art (Task Removed)

- This Task will be removed as part of this amendment.

Task 9: Stormwater Analysis (No additional work)

Task 10: Design Documents

10.2 60% Design (New Task)

Consultant shall advance the design of the project features and disciplines, and address and/or incorporate City and ODOT comments from Task 10.1. Consultant shall prepare 60% design level plan sheets, provide a list of anticipated specification sections, and update the cost and construction time estimates.

For the lighting design, up to 5 meetings with PGE are included for power coordination and service cabinet power needs.

The curb ramp at the SE corner of Boones Ferry and Barber will be replaced. No other intersection work shall be performed.

Consultant shall complete quality control and quality assurance according to the their QMP. Consultant shall submit the 60% Design package for City, Metro and ODOT review.

10.3 90% Design (New Task)

Consultant shall advance the design of the project features and disciplines, and address and/or incorporate City and ODOT comments from Task 10.2. Consultant shall prepare 90% design level plan sheets and update the cost and construction time estimates. Consultant shall prepare project special provisions in accordance with 2021 APWA /Oregon Standard Specifications for Construction and ODOT Boilerplates. The project will not be required to obtain ODOT concurrences on edits to boilerplate special provisions.

Consultant shall complete quality control and quality assurance according to the their QMP. Consultant shall submit the 90% Design package for City, Metro and ODOT review. Consultant shall advance the design of the project features and disciplines, and address and/or incorporate City, Metro and ODOT comments from the 90% review.

Task 10 Deliverables

- 60% Plans and Estimate
- 90% Plans, Specifications, and Estimate
- Respond to and incorporate City comments at each milestone

EXHIBIT B
 Summary of Estimate for Services
 DOWL LLC
 Preliminary Engineering Design
I-5 Pedestrian Bridge: Barber St. to Wilsonville Town Center
Project 0256-0042

Direct Salary Cost

<u>Personnel</u>	<u>Hours</u>	<u>Rate of Pay</u>	<u>Estimated Cost</u>
Senior Manager V	40	\$ 285.00	\$ 11,400.00
Senior Manager III	232	\$ 245.00	\$ 56,840.00
Engineer VI	324	\$ 160.00	\$ 51,840.00
Engineer VIII	32	\$ 185.00	\$ 5,920.00
Engineer VIII	960	\$ 185.00	\$ 177,600.00
Engineer IV	772	\$ 155.00	\$ 119,660.00
Engineer I	820	\$ 95.00	\$ 77,900.00
Engineer III	40	\$ 135.00	\$ 5,400.00
CAD Drafter IV	1,121	\$ 110.00	\$ 123,310.00
Senior Manager II	63	\$ 210.00	\$ 13,230.00
Engineer VIII	40	\$ 185.00	\$ 7,400.00
Engineer II	126	\$ 110.00	\$ 13,860.00
Engineer VI	276	\$ 160.00	\$ 44,160.00
Project Manager VI	265	\$ 200.00	\$ 53,000.00
Senior CAD Drafter	271	\$ 130.00	\$ 35,230.00
CAD Drafter II	288	\$ 90.00	\$ 25,920.00
Professional Land Surveyor IX	9	\$ 170.00	\$ 1,530.00
Professional Land Surveyor X	7	\$ 190.00	\$ 1,330.00
Survey Tech VII	66	\$ 110.00	\$ 7,260.00
Survey Technician V	20	\$ 95.00	\$ 1,900.00
Survey Tech IV	14	\$ 85.00	\$ 1,190.00
Project Controller	96	\$ 125.00	\$ 12,000.00
Total OBEC Hours	5,882		

DOWL Total Labor =	\$ 847,880.00
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Direct Nonsalary Costs

a. Mileage	\$ 150.80	
b. Travel and Per Diem	\$ -	
c. Reproduction Expenses	\$ -	
d. Equipment Rental	\$ -	
e. Communications	\$ -	
f. Surveying Supplies & Expenses	\$ 75.00	
g. Miscellaneous Office Expense	\$ -	
h. Plotter Copies	\$ -	
i. Other	\$ -	\$ 225.80
j. Outside Consultants		

Non-Contingency Total

MIG	\$199,320.00	16.8%
JIRI	\$46,200.00	3.9%
DKS	\$60,535.00	5.1%
S&W	\$32,194.50	2.7%
AINW	\$0.00	0.0%
AKANA	\$0.00	0.0%
Morgan Holan	\$0.00	0.0%

Total Estimate:	\$ 1,186,355.30
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NON-CONTINGENCY TOTAL NOT TO EXCEED =	\$ 1,186,355.30
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EXHIBIT B
 Summary of Estimate for Services
 DOWL LLC
 Preliminary Engineering Design
I-5 Pedestrian Bridge: Barber St. to Wilsonville Town Center
Project 0256-0042

Contingency Total	
DOWL	\$0.00
MIG	\$0.00
JIRI	\$0.00
DKS	\$0.00
S&W	\$0.00
AINW	\$0.00
AKANA	\$0.00
Morgan Holan	\$0.00

CONTINGENCY ESTIMATE =	\$ -
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Base + Contingency Total		
DOWL	\$848,105.80	\$848,105.80
MIG	\$199,320.00	\$199,320.00
JIRI	\$46,200.00	\$46,200.00
DKS	\$60,535.00	\$60,535.00
S&W	\$32,194.50	\$32,194.50
AINW	\$0.00	\$0.00
AKANA	\$0.00	\$0.00
Morgan Holan	\$0.00	\$0.00

TOTAL w/ Contingencies NOT TO EXCEED =	\$ 1,186,355.30
	\$ 1,186,355.30

Remove Task C4.3.1 Phase 2 Archaeology Fieldwork and Report	\$ (27,065.00)
Remove Task C4.4.3 Geophysical Survey	\$ (9,604.00)
Remove Task 8 Public Art	\$ (13,424.00)
Reduce Task 7 by \$10,000 to recognize efficiencies	\$ (10,000.00)
Reduce Task 4.2 by \$5,600 (AINW)	\$ (5,600.00)
Reduce Task 4.3 by \$5,400 (AINW)	\$ (5,400.00)

TOTAL w/ Contingencies NOT TO EXCEED =	\$ 1,115,262.30
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Original contract	\$ 1,384,592.86
TOTAL	\$ 2,499,855.16