

RESOLUTION NO. 2880

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR PROVISION OF PRELIMINARY ENGINEERING SERVICES IN CONNECTION WITH GRADE CROSSING IMPROVEMENTS WITH PORTLAND & WESTERN RAILROAD FOR PHASE II – PRELIMINARY ENGINEERING AND CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE 5TH STREET RAILROAD CROSSING WORK ASSOCIATED WITH THE 5TH STREET / KINSMAN ROAD EXTENSION PROJECT.

WHEREAS, the City has planned and budgeted for completion of Capital Improvements Projects #1139, 2099, and 4196, known as 5th Street / Kinsman Road Extension project (the Project); and

WHEREAS, the extension of 5th Street and Kinsman Road as part of the Project necessitate safety and regulatory improvement of the 5th Street railroad crossing; and

WHEREAS, the 5th Street railroad crossing is under the jurisdiction of Portland & Western Railroad (Railroad) and subject to Railroad design and construction requirements; and

WHEREAS, the City entered into an Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements (Agreement) with Portland & Western Railroad for Phase 1 – Preliminary Engineering of the 5th Street railroad crossing as part of the Project; and

WHEREAS, the Railroad performed and completed Phase 1 services to the satisfaction of the City.

WHEREAS, the City desires to amend the Agreement with the Railroad to perform Phase II – Preliminary Engineering and Construction Engineering Inspection services for the 5th Street railroad crossing as part of the Project; and

WHEREAS, completion of the Phase II services will allow for coordinated construction between the Project and the 5th Street railroad crossing.

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


Section 1. 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 First Amendment to the Agreement for Provision of Preliminary

Engineering Services in Connection with Grade Crossing Improvements with Portland & Western Railroad for a not to exceed amount of \$146,342.00, which is substantially similar to **Exhibit A** attached hereto.

Section 2 In order to allow future minor agreement amendments, if needed, to occur without having to come back to City Council, the authorized Agreement total is hereby adjusted to up to \$263,743.00, allowing for continued Contracting Agency approval of agreement amendments that exceed this adjusted amount by fifteen percent (15%) in accordance with City Code requirements.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 18th day of February 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

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JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBITS:

- A. Amendment No. 1 – Agreement for Provision of Preliminary Engineering Services in Connection with Grade Crossing Improvements.

EXHIBIT A

**AMENDMENT NO. 1
AGREEMENT FOR PROVISION OF PRELIMINARY ENGINEERING SERVICES
IN CONNECTION WITH GRADE CROSSING IMPROVEMENTS**

PORTLAND & WESTERN RAILROAD, INC., a New York corporation (hereinafter "**Railway**"), and the City of Wilsonville, a political division of the State of Oregon (hereinafter "**Roadway Authority**"), entered into an agreement on June 16, 2017 (the "Original Agreement"). Said Original Agreement covers the preliminary engineering services in connection with alteration of the 5th St. crossing (hereinafter "Crossings") of the Railway's tracks near Railroad's station of Wilsonville, Oregon Electric District near Wilsonville, Oregon.

1. **Railway** and **Roadway Authority** hereby agree that the Original Agreement shall be amended to add the following Exhibit A2, for the Preliminary Engineering costs for the project, pursuant to Section 1.3 of the Original Agreement:

"EXHIBIT A2"

The **Roadway Authority** authorizes \$146,342 for Railway and/or Railway's Consulting Engineer to continue as further described in Sections 1.3 and 2.1 herein. The term noted in Section 4 shall be extended to December 31, 2023. Except as modified, amended or supplemented herein, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first set forth above.

PORTLAND & WESTERN RAILROAD, INC.

CITY OF WILSONVILLE

By: _____

By: _____

CHRISTOPHER NAGLE
Assistant Treasurer

[PRINTED NAME]

[TITLE]

EXHIBIT A2



Estimate No.: 058317F - 12/2/20

PORTLAND AND WESTERN RAILROAD (PNWR)

WILSONVILLE (CLACKAMAS), OREGON - 5th Street

DOT#: 058317F
RR MP.: 42.97(WESTERN) Region
SubdivisionRAILROAD #: 17PWRR43R
XORAIL#: 105476**Summary**

CROSSING WARNING SYSTEM (Includes all design, requisition, labor, materials, shop wiring, and installation)	TBD
CROSSING SURFACE/RESURFACE (Includes all design, requisition, labor, materials, and installation)	TBD
TRACK GRADE AND REHABILITATION (Includes all design, requisition, labor, materials, and installation)	In Surface
PRELIMINARY ENGINEERING (Phase 1) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$4,000.00 *(\$4,000)
AGREEMENTS & APPROVALS (Phase 2) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$6,253.00
CONSTRUCTION ENGINEERING (Phase 3) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$5,089.00
CROSSING CONTROL CIRCUIT DESIGN (Phase 1)	\$86,000.00 *(\$12,000)
CIVIL / STRUCTURAL ENGINEERING (Phase 1) (Includes Costs For Services Provided by Wiser Rail Engineering)	\$67,000.00 *(\$67,000)
CONSTRUCTION ENGINEERING INSPECTION (Includes Costs For Services Provided by Wiser Rail Engineering)	\$32,000.00
PRELIMINARY ENGINEERING (Phase 2)	\$24,000.00
CIVIL / STRUCTURAL ENGINEERING (Phase 2) (Includes Costs For Services Provided by Wiser Rail Engineering)	\$0.00
RIGHT OF ENTRY FEE (Right of Entry Fee of \$1,500 is valid for 60 days, after 60 days, additional fees of \$750 per 30 days are required.)	\$0.00
FLAGGING SERVICES (Estimated Flagging Services cost based on 0 days @ \$1050 per day)	\$0.00
AC POWER SERVICE (Includes all Power Service Charges not included in other costs)	\$0.00
OTHER: PNWR Office Engineering (\$1500) and 15% contingency (tbd) *Funds previously paid under the PE Agreement prior to signal re-design requirement; previously paid amount shown in paranthesis	\$5,000.00
TOTAL ESTIMATE COST	\$229,342.00 *(83,000)

DATE: 12/2/20

RESPONSIBLE PARTY:Name: **City of Wilsonville**
Number: **0**
Contact: **Bryan Cosgrove**

NOTE : This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.