

**AGENDA
DAYTON CITY COUNCIL
WORK/SPECIAL SESSION**



DATE: MONDAY, OCTOBER 17, 2022
TIME: 6:30 PM
PLACE: DAYTON CITY HALL ANNEX – 408 FERRY STREET, DAYTON, OREGON
VIRTUAL: ZOOM MEETING – ORS 192.670/HB 2560

You may join the Council Meeting online via Zoom Meeting at: <https://us06web.zoom.us/j/86316106692>

or you can call in and listen via Zoom: 1 346 248-7799 or 1 720 707-2699

Dayton – Rich in History . . . Envisioning Our Future

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
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- A. CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- B. ROLL CALL**
- C. APPEARANCE OF INTERESTED CITIZENS**

The public is strongly encouraged to relay concerns and comments to the Council in one of the following ways:

- Email - at any time up to 5 pm the day of the meeting to pringnalda@ci.dayton.or.us. The mayor will read the comments emailed to the City Recorder.
- Appear in person – If you would like to speak during public comment please sign-up on the sign-in sheet located on the table when you enter the Council Chambers.
- Appear by Telephone only – please sign up prior to the meeting by emailing the City Recorder at pringnalda@ci.dayton.or.us the chat function is not available when calling by phone into Zoom
- Appear via Zoom, Virtually – once in the meeting send a chat directly to the City Recorder, Patty Ringnalda, use the raise hand feature in Zoom to request to speak during public comment, you must give the City Recorder your First and Last Name, Address and Contact Information (email or phone number) before you are allowed to speak.

When it is your turn the Mayor will announce your name and unmute your mic.

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|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| D. ACTION ITEMS | | |
| 1. | Water Revenue Comparison Review, Tim Tice, Oregon Association of Water Utilities (OAWU) | 1-6 |
| 2. | Utility Bridge with Infrastructure Upgrades Discussion | 7-46 |
| 3. | Approval to add Amendment for Construction Engineering to DOWL Engineering’s Professional Services Agreement for the Utility Bridge with Infrastructure Upgrades Project | 47-82 |
| 4. | Approval of Resolution 2022/23-04 Public Work Design Standards (PWDS) Update No. 13 | 83-86 |
| 5. | Park Project Survey Review and Discussion | 87-90 |

E. CITY COUNCIL COMMENTS/CONCERNS

F. INFORMATION REPORTS

1. City Manager's Report

91-93

G. ADJOURN

Posted: October 14, 2022

By: Patty Ringnalda, City Recorder

NEXT MEETING DATES

City Council Regular Session, Monday, November 7, 2022

Joint City Council and Planning Commission Work Session Meeting, Wednesday, November 9, 2022

City Council Regular Session, Monday, December 5, 2022

Virtually via Zoom and in Person; City Hall Annex, 408 Ferry Street, Dayton, Oregon

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Water Revenue Comparison Review, Tim Tice, OAWU
Date: October 17, 2022

History/Background

At the October 3rd City Council Regular session, Larry Smurthwaite, Dayton resident, provided feedback during public comment regarding his increased water service charges. Council asked staff to bring back a water service charges revenue comparison for 2021 and 2022.

In 2019, the City completed a meter replacement project replacing our old prop-type meters with Kamstrup ultrasonic meters. The new meters are very accurate and meet or exceed the AWWA (American Water Works Association) accuracy regulation of 1.5% or less. Meaning, when measuring 100 gallons of water, the reading must be plus or minus 1.5 gallons. These meters come with a 20-year warranty to continue to meet or exceed the accuracy regulation.

Once this was completed, the City contracted with the Oregon Association of Water Utilities (OAWU) to complete a water rate study to review and make recommendations regarding the water system services rates and system attributes. In addition, to provide a rate system that is balanced for all users, rates that meet system operating and maintenance costs, as well as projected capital and debt service.

At the September 7, 2021, council meeting, Tim Tice, OAWU, presented his findings, and the following recommendations were made:

- 1) Change the water rate structure from Equivalent Dwelling Units (EDU) to service connections using a meter multiplier.
- 2) Lower the base rate from 400 cf to 200 cf.
- 3) Reduce the tiers from 8 tiers to 3 tiers
- 4) Annual base rate adjustments should be based on CPI as it relates to water and sewer inflation.

In October of 2021, the City Council adopted Resolution 2021/22-09 (attached) which adopted the meter size methodology and new rate structure with rates becoming effective on January 1, 2022.

Attached is the revenue comparison showing rates and consumption requested by the City Council.

Tim Tice, OAWU, will be attending the October 17th work/special session to provide a refresher on the rate study and review the revenue comparison report.

City of Dayton
Water Revenue and Consumption Analysis 2021 vs 2022
as of September 30, 2022

	2022		2021	
	Water Service Charges	Consumption	Water Service Charges	Consumption
January	\$ 82,996.80	759,721	\$ 67,205.20	671,598
February	\$ 68,945.93	735,793	\$ 66,669.78	675,820
March	\$ 81,079.75	629,913	\$ 72,197.05	613,219
April	\$ 70,904.65	697,637	\$ 64,185.15	741,704
May	\$ 70,274.16	689,654	\$ 63,469.90	838,366
June	\$ 92,965.29	765,234	\$ 82,021.21	1,040,917
August	\$ 70,578.29	1,321,233	\$ 69,250.94	1,410,012
September	\$ 70,274.16	1,125,452	\$ 63,469.90	1,131,619
Total	\$ 608,019.03	6,724,637	\$ 548,469.13	7,123,255
average charge per unit	\$	9.04	\$	7.70

RESOLUTION No. 2021/22-09
City of Dayton, Oregon

A Resolution of the City of Dayton Establishing New Water Service Monthly Rate Calculation Method and Ascending Rate Schedule.

WHEREAS, the City of Dayton owns and operates a water system for residents of the City of Dayton and certain other users; and

WHEREAS, Section 8.6 of the Dayton Municipal Code authorizes establishment and adjustment of rate by resolution of the City Council; and

WHEREAS, the City Council contracted a Water Rate Study with the Oregon Association of Water Utilities to review and make recommendations regarding City of Dayton water system services rates and system attributes, including a system that is balanced for all users, and rates which meet system operating and maintenance costs, projected capital and debt service; and

WHEREAS, the results of the study indicated a need to restructure the method by which water rates are calculated to assure that the largest users of the system pay their fair share of the costs; and

WHEREAS, the City Council has previously made a commitment to take steps to encourage the conservation of water, including but not limited to, the use of ascending water rates whereby the more water that is used, the higher the unit cost; and

WHEREAS, a public hearing was duly noticed and held on October 4, 2021, to consider public input on the proposed changes.

Therefore, the City of Dayton resolves as follows:

- 1) **THAT** as of January 1, 2022, all current monthly water service rates and charges for the City of Dayton, Oregon, shall be amended to those certain classifications and amounts set forth on Exhibit A attached hereto and made a part hereof; and
- 2) **THAT** the Dayton residential water service connections with 1-inch and 1.5-inch meters will be grandfathered in at the 5/8-inch by 3/4-inch monthly base rate. A listing of these addresses is set forth on Exhibit B attached hereto and made a part hereof; and
- 3) **THAT** this resolution repeals in its entirety, Resolution 15/16-13 adopted by the City Council on June 6, 2016; and
- 4) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 4th day of October 2021.

In Favor: Frank, Holbrook, Mackin, Price, Sandoval-Perez, Wytoski

Opposed: None

Absent: Marquez

Abstained: None


Elizabeth Wytoski, Mayor

10/7/21
Date Signed

ATTEST:


Patty Ringnald, City Recorder

10/04/21
Date of Enactment

**Attachment: Exhibit A
Exhibit B**

EXHIBIT A

Monthly Water Rates					
Inside City Limits			Outside City Limits		
Meter Size	Monthly Base Rate	Allowance with Base	Meter Size	Monthly Base Rate	Allowance with Base
5/8-inch by 3/4-inch	\$ 48.87	200 cubic feet	5/8-inch by 3/4-inch	\$ 58.65	200 cubic feet
1.0"	\$ 68.42	280 cubic feet	1.0"	\$ 82.11	280 cubic feet
1.5"	\$ 87.97	360 cubic feet	1.5"	N/A	360 cubic feet
2.0"	\$ 141.73	580 cubic feet	2.0"	N/A	580 cubic feet
3.0"	\$ 537.61	2200 cubic feet	3.0"	\$ 645.13	2200 cubic feet
4.0"	\$ 684.23	2800 cubic feet	4.0"	N/A	2800 cubic feet
6.0"	\$ 1,026.35	4200 cubic feet	6.0"	\$ 1,231.62	4200 cubic feet
Tiers Cost per Unit					
Inside City Limits			Outside City Limits		
Tier One			Tier One		
\$3.00 per 100 cubic feet			\$3.60 per 100 cubic feet		
Tier Two			Tier Two		
\$4.50 per 100 cubic feet			\$5.40 per 100 cubic feet		
Tier Three			Tier Three		
\$6.00 per 100 cubic feet			\$7.20 per 100 cubic feet		
Meter Cost Equivalencies/Dollar Ratios					
Size	Equivalent Cost Meter Ratio		Equivalent Dollar Ratios		
5/8-inch by 3/4-inch	1.1		\$1.00		
1.0"	1.4		\$1.40		
1.5"	1.8		\$1.80		
2.0"	2.9		\$2.90		
3.0"	11.0		\$11.00		
4.0"	14.0		\$14.00		
6.0"	21.0		\$21.00		

Exhibit B

Address	Customer Type	Meter Size
112 CHURCH ST	Residential	1
110 ALDER ST	Residential	1
718 3RD ST	Residential	1
125 6TH ST	Residential	1
710 WATER ST	Residential	1
545 PALMER LN	Residential	1
555 PALMER LN	Residential	1
525 PALMER LN	Residential	1
733 PALMER LN	Residential	1
17180 MCDOUGALL RD	Residential	1
525 FERRY ST	Residential	1
711 ASH ST	Residential	1
109 8TH ST	Residential	1
16330 MCDOUGALL RD	Residential	1
725 NECK RD	Residential	1
93 8TH ST	Residential	1
602 FERRY ST	Residential	1
629-1/2 CHURCH ST	Residential	1
756 BERRY PL	Residential	1
515 PALMER LN	Residential	1
535 PALMER LN	Residential	1
221 6TH ST	Residential	1
103/103-1/2 7TH ST	Residential	1
210 11TH ST	Residential	1
601 PALMER LN	Residential	1.5
Total Meters		25

To: Honorable Mayor and City Councilors

From: Rochelle Roaden, City Manager

Issue: Utility Bridge with Infrastructure Upgrades Discussion

Date: October 17, 2022

Background and Information

Relevant Council Goal: Goal A – Develop and maintain infrastructure to support operations and meet growth.

In June of 2018, OBEC Consulting Engineers (now DOWL) performed a routine inspection and load rating test on the Dayton Footbridge. It was determined that due to woodpecker damage and decay in the timber towers that the bridge needed to be closed to pedestrians. If we have a seismic event and this bridge fails and the sewer line ruptures in the Yamhill River below, the City will be faced with extensive fines from DEQ as well the costs to mitigate the collapse of our sewer system. Additionally, the Yamhill River feeds into the Willamette River which provides drinking water for many communities in Oregon.

In December of 2018, the Council granted approval for a bridge alternatives study with relocation of the utilities under the river which was in alignment with the Strategic Goals at that time. In March of 2019, per Council direction, DOWL was tasked with a new bridge alternatives study retaining the infrastructure under the bridge. It was determined by this alternative study that it would be more cost effective to continue to support the water and sewer mainlines under the bridge with a new steel truss midspan. Additionally, after researching the Wastewater Treatment Expansion project in the early 1980's and verifying through City Council Meeting Minutes from 1979 and 1980, that DEQ (Department of Environmental Quality) and the EPA (Environmental Protection Agency) required the City to relocate the water and sewer lines from under the Yamhill River. The "Footbridge" was built to support the water and sewer lines and this project was fully funded through an EPA/DEQ grant. Due to their requirement to relocate the sewer lines on the bridge, DEQ agreed to finance the bridge and sewer line portions of the project with its CWSRF (Clean Water State Revolving Fund) program. After completing a Business Oregon One Stop Financing Review in 2019, DEQ offered a \$500,000 grant and a loan to cover the cost of the bridge midspan and the sewer infrastructure (\$3,766,325) at an interest rate of 1.77%. At that time, the waterline upgrade portion of the project (\$325,675) was expected to be financed through Business Oregon. Total Project Cost = \$4,266,325. (This funding package would have increased user monthly rates by approximately \$13/mth.)

In early 2022, the City was awarded a \$1,000,000 Yamhill County ARPA (American Rescue Plan Act of 2021) grant for the bridge project to be used for the design/engineering of the project and to cover the waterline upgrade portion. (Please note: The YC ARPA grant funds are required to be spent within 18 months of receipt which is by mid-2023.)

In September of 2020, the Council approved and authorized the City Manager to sign a Professional Services Agreement (PSA) with DOWL Engineering to assist with preliminary work including loan applications for the bridge project (Res 20/21-2). At the same meeting, the City Council approved applying for the CWSRF grant and gave the City Manager authorization to apply for and execute loan documents NTE \$4,266,325 through Resolution 20/21-3.

Since then, DOWL has been designing the project and we have been working with DEQ regarding the construction loan requirements. DEQ did release a portion of the loan but we have not had to drawdown any funds due to the Yamhill County ARPA grant which the city received in the spring of 2022.

Right before DOWL provided the 95% project design completion presentation at the end of September this year, Jared Trowbridge, Bridge Engineer, updated city staff with project cost increases. Due to the price of steel increasing considerably and inflation in general (8.2% this year alone), the bridge project would see substantial increases.

<u>Project</u>	<u>Original Estimated Cost</u>	<u>Updated Estimated Cost</u>	<u>Increase</u>
Prefabricated Steel Truss Main Span	\$ 3,946,495	\$ 6,471,125	\$ 2,524,630
Sewerline Replacement	\$ 319,830	\$ 463,375	\$ 143,545
Waterline Replacement	\$ 325,675	\$ 565,500	\$ 239,825
<i>Total Project Costs</i>	\$ 4,592,000	\$ 7,500,000	\$ 2,908,000

The City has applied for a \$2,000,000 Congressional Direct Spending Grant through Senator Wyden’s office and while this project is perfect for this program, we do not know if and when these earmarks will be awarded and what effect the Mid-Term election results will have on this program. At the LOC Conference last week, I spoke with Fritz Graham with Senator Wyden’s office to inform him of the substantial increases our project is experiencing and asked if the max \$2 million grant might possibly be increased due to inflation. He said he would update the committee and get back to me.

I have spoken again with Arthur Chaput at Business Oregon regarding any possible grant programs this project could apply/qualify for and unfortunately due to our MHI (Median Household Income) being at 105% of the state average, we do not qualify for Community Development Block Grants like other small cities in our area.

With the passing of the H.R.3684 - Infrastructure Investment and Jobs Act (IIJA) this year by the US Congress, there is a possibility that funds will be available in the future that the City may be able to apply for.

One other note, our first payment on the DEQ loan would be 1 year after the completion of the project which would most likely be due late 2024 or early 2025.

Attached is a project funding scenario that I have put together. The first annual payment of \$259k is based on a construction loan from DEQ for \$6,000,000 to cover the bridge and the sewerline upgrade. This debt payment would result in a monthly sewer rate increase of \$23.23. The second scenario is based on being awarded the \$2,000,000 congressional direct spending grant and results in a monthly sewer rate increase of \$15.49. It is also important to note that I am using the 1.77% interest rate that is promised on the first loan amount of \$3.7 million. I have submitted a request to DEQ to increase the loan amount to \$6,000,000 and will hear back by our meeting on October 17th. I am hopeful they will keep the interest rate the same but that may change as well.)

DOWL has completed the project design, Westech has completed the infrastructure upgrade design, the permitting is on track to be completed shortly along with the DEQ construction loan requirements. We are right on track with the project timeline that has been communicated to the Council and to the residents of Dayton which is to put this project out to bid in November of 2022 and award construction in December of 2022 with construction commencing in the spring of 2023.

Jared Trowbridge, Bridge Engineer with DOWL, will be at the work session to give an overview of the project and answer any questions the council may have. Denny Muchmore, Westech Engineering, will also be in attendance.

Staff needs direction as to whether the Council wants to move forward with this project.

Additional Attachments for your reference:

- Bridge Funding Scenario Spreadsheet
- Conceptual Drawing from 2019
- Bridge Alternative Report from July 2019
- DOWL's RFP for the Bridge Project

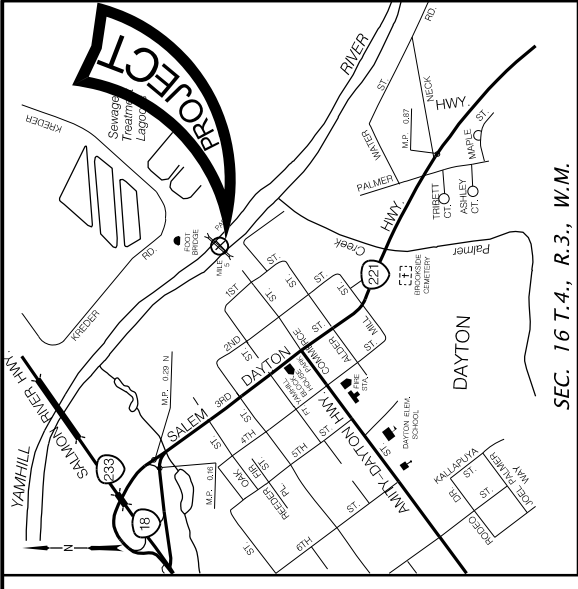
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Utility Bridge with Infrastructure Improvements Project Funding
As of September 2022

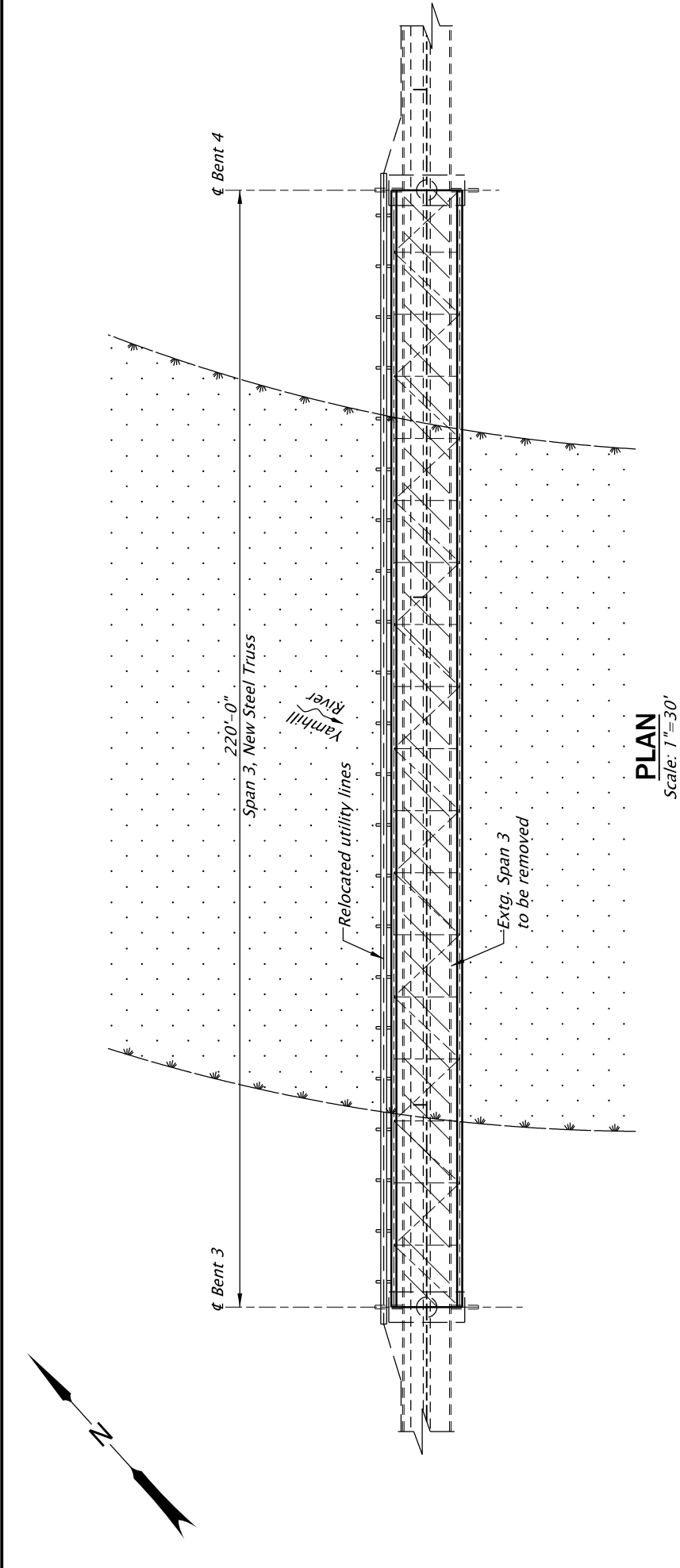
<u>Schedule</u>	<u>Project</u>	<u>Cost</u>
A	Prefabricated Steel Truss Main Span	\$ 6,471,125
B	Sewerline Replacement	\$ 463,375
C	Waterline Replacement	\$ 565,500
<i>Total Project Costs</i>		<u>\$ 7,500,000</u>

	<u>Funding Source</u>	<u>Will Fund Schedules</u>	<u>Project Cost</u>	<u>CWSRF Grant Amt</u>	<u>CDS* Grant</u>	<u>Yamhill County ARPA Grant</u>	<u>Amount to Finance</u>	<u>Term</u>	<u>Interest Rate</u>	<u>Payment</u>	<u>Total Payoff</u>	<u>Interest Expense Life of Loan</u>	<u>Per Meter** Increase</u>
	DEQ - CWSRF	A, B	\$ 6,934,500	\$ 500,000	\$ -	\$ 434,500	\$ 6,000,000	30	1.77%	\$259,501.70	\$7,785,051	\$1,785,051	23.23
	YC GRANT	C	\$ 565,500	\$ -	\$ -	\$ 565,500	\$ -			\$0.00	-	-	0.00
										<u>\$259,501.70</u>			<u>23.23</u>
	DEQ - CWSRF	A, B	\$ 6,934,500	\$ 500,000	\$ 2,000,000	\$ 434,500	\$ 4,000,000	30	1.77%	\$173,001.13	\$5,190,034	\$1,190,034	15.49
	YC GRANT	C	\$ 565,500	\$ -	\$ -	\$ 565,500	\$ -			\$0.00	-	-	0.00
										<u>\$173,001.13</u>			<u>15.49</u>
11													

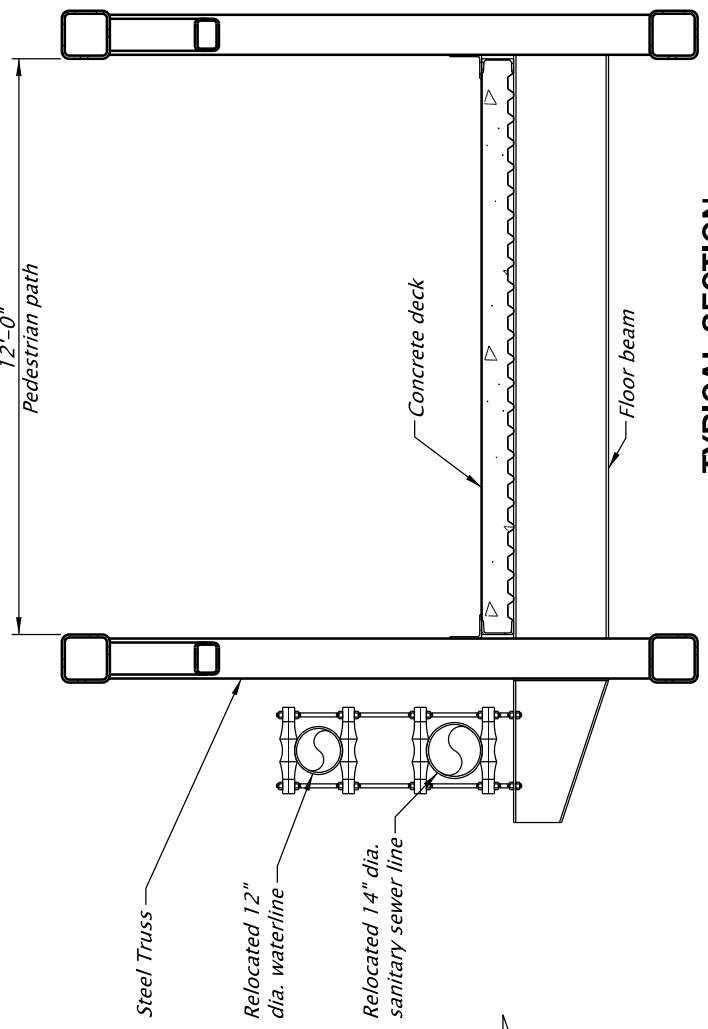
*CDS (Congressional Direct Spending) - Not Awarded
**Per Meter Increase is based on 931 connections



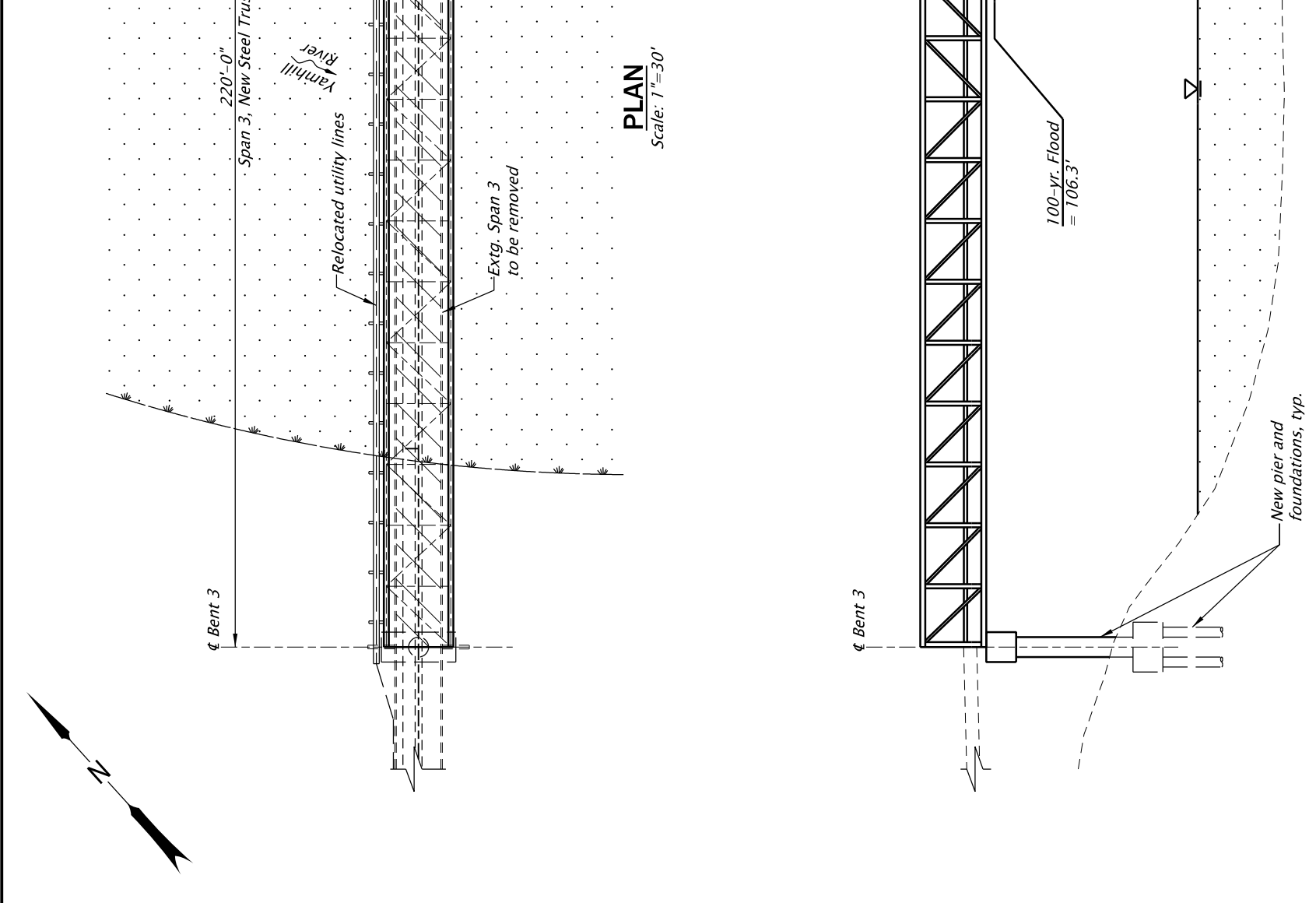
SEC. 16 T.4., R.3., W.M.
LOCATION MAP
 No Scale



PLAN
 Scale: 1"=30'



TYPICAL SECTION
 Scale: 1/4"=1'-0"



ELEVATION
 Scale: 1"=30'

SCALE WARNING
 IF THIS SCALE LINE DOES NOT
 MEASURE ONE INCH, THEN
 DRAWING IS NOT TO SCALE

OBC CONSULTING ENGINEERS
 A DONIL LLC Company
 CORPORATE OFFICE: 820 COUNTRY CLUB ROAD, SUITE 100B EUGENE, OREGON 97401-6889
 REGIONAL OFFICES: LAKE OSWEGO, SALEM, MEDFORD, OREGON; VANCOUVER, WASHINGTON

FERRY STREET PEDESTRIAN BRIDGE
**DAYTON PEDESTRIAN BRIDGE
 STRUCTURE ALTERNATIVES**
 FERRY STREET
 YAMHILL COUNTY

STEEL TRUSS ALTERNATIVE



PROJECT TECHNICAL MEMORANDUM

OBEC Job No.: 0299-0010 Date: 7/2/2019

Designer: Eric E. Bonn, P.E.

Project Name: Dayton Pedestrian Bridge Alternatives

From: Jared Trowbridge, P.E.

Re: Structure Alternatives Memo

To: Rochelle Roaden
City Manager
City of Dayton
PO Box 339
Dayton, OR 97114

BACKGROUND

The Ferry Street pedestrian bridge over the Yamhill River is a 5-span, 540-foot-long bridge comprised of steel and timber components. The main span over the river is Span 3. It is 220 feet long and made of timber glulam girders with steel rods providing support at one-third points. The steel rods are anchored to the top of the timber glulam A-frame towers at Bents 3 and 4. Additional steel rods extend from the top of the towers down to concrete foundations between the abutments and the first interior bent. See Figure 1 for an aerial image and schematic elevation of the bridge. Spans 1, 2, 4, and 5 are simple-span timber glulam girders. The deck consists of timber glulam panels throughout. The foundation is made of timber glulam caps and columns on concrete footings. The bridge was originally constructed in 1981 and has undergone rehabilitation work in 1987 and 2009.

OBEC Consulting Engineers, a DOWL LLC Company, (OBEC) inspected the bridge in June 2018 and found significant decay and bird damage in the timber towers. A load rating in July 2018 showed that the timber towers do not meet the American Association of State Highway and Transportation Officials (AASHTO) standard for pedestrian loading. At that time, OBEC recommended the bridge be closed to pedestrians.

Following the load rating, OBEC performed a repair versus replacement study considering four alternatives: one repair, and three replacements. We reviewed the latest bridge inspection and load rating reports, evaluated construction and permitting considerations, estimated the anticipated remaining service life, and produced planning-level construction cost estimates for each alternative. The study recommended replacement of the main span with a single-span prefabricated steel truss.

Following the initial repair versus replacement study, OBEC met with the City of Dayton and their Engineer, Westech Engineering, Inc. (Westech) to further discuss the main span replacement.

The City has determined that they need to replace the water and storm sewer lines that are carried by the existing bridge. Code standards for the design life of new pipelines is longer than the life remaining on the existing structure. The City explored placing the lines under the river, but found the cost to be many millions of dollars. The City requested additional alternatives analysis for the replacement of the main span to facilitate carrying new water and storm sewer lines. The lines will be underground leading to the main span, which eliminates the immediate need to replace the approach spans.

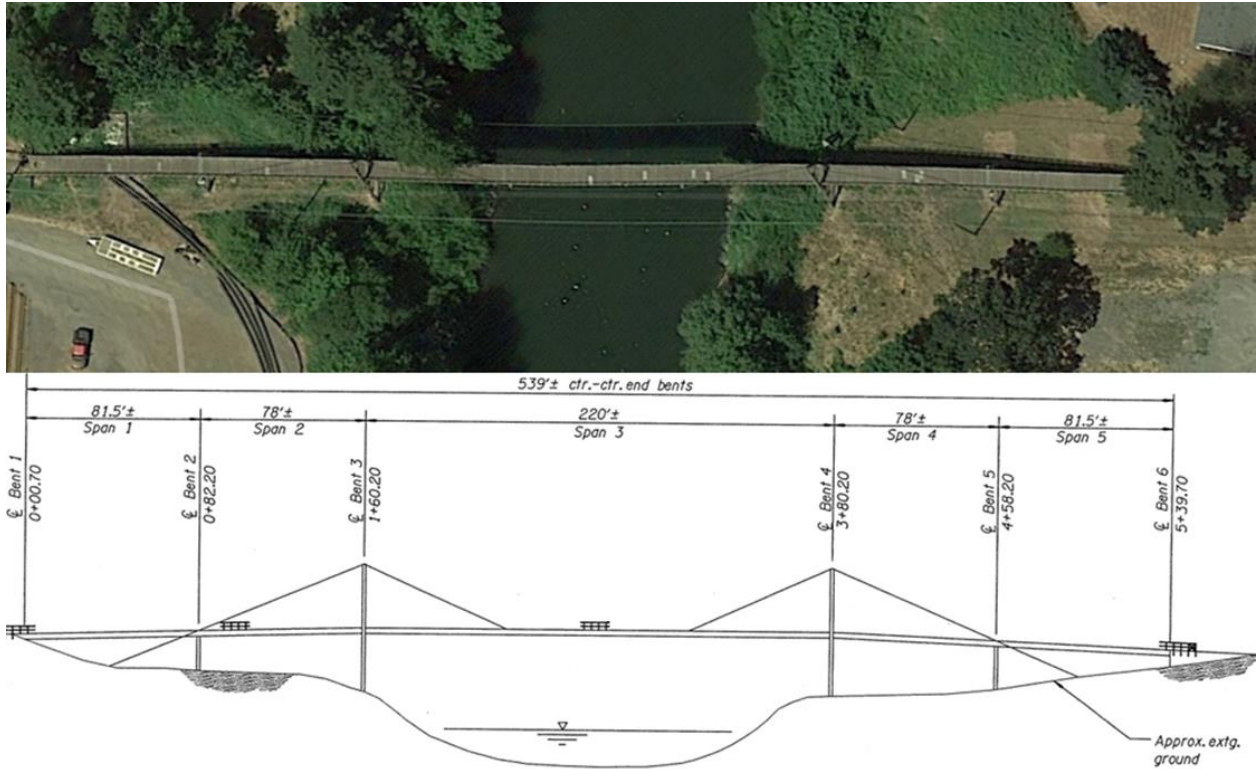


Figure 1 - Ferry Street pedestrian bridge over Yamhill River

ALTERNATIVES STUDY

This study evaluated two alternatives for replacing the main span:

- Steel Girder Main Span
- Prefabricated Steel Truss Main Span

For either alternative, the replacement main span is assumed to have a 220-foot length and a minimum path width of 10 feet. The decking in the main span is assumed to be concrete to provide a smooth and durable surface.

The new main span will be heavier than the existing timber bridge and will require new piers at Bents 3 and 4. The foundation for either bridge alternative was assumed to be driven steel pipe piles with cast-in-place pile caps, columns, and crossbeams. The new foundation would also support the existing approach span girders.

Steel Girder Main Span

A steel girder main span requires taller girders than the existing timber supported with steel rods. Based on preliminary design calculations, the new girders will be approximately eight feet deep. The deck level will match the existing approach spans at each end. This will reduce the river clearance underneath the bridge which is discussed further in the Permitting Risks section.

Maintaining the existing vertical clearance over the Yamhill River would require replacing and/or rebuilding the approaches for the new profile as noted in the 2018 report. Using uncoated weathering steel would virtually eliminate coating systems that require regular maintenance.

Design and Construction Considerations

There are both design and construction challenges in providing a 220-foot-long, single-span girder span.

The deck width would need to be increased to approximately 16 feet to provide girder stability when lifting and placing the girders on the supports. Some of the additional width could be used to support the utility pipes, but will need to be adequately screened from the path to discourage pedestrians from walking outside the pedestrian rails.

Lifting and placing the steel girders would require two cranes and temporary work platforms partly into the river.

Cost Estimate

A planning-level construction cost estimate for replacing the existing main span with a steel girder structure has been included in Appendix A of the memo. The estimated cost in 2019 dollars is \$3.57 million. This estimate will need to be inflated to the anticipated year of construction if chosen.

Prefabricated Steel Truss Main Span

Prefabricated truss structures are available for the span and width required. The truss members are typically made from premade rolled or hollow steel (tube) sections. A steel truss structure will have a shallow structural depth below the deck, similar to the existing bridge, allowing the new span to maintain the existing vertical profile without reducing the hydraulic opening underneath. Similar to the steel girders, using uncoated weathering steel would virtually eliminate coating systems that require regular maintenance.

Design and Construction Considerations

Design and construction for a prefabricated truss bridge is efficient. The truss is designed by the manufacturer who uses standard details, structural shapes, and common span lengths to maximize reuse of existing designs. Three truss manufacturers were contacted regarding the options for this project.

According to discussions with manufacturers, the path width for the truss may need to be increased to approximately 12 feet to provide the necessary lateral stiffness under pedestrian loads. The cost estimate for the truss is based on a 12-foot width.

The trusses would arrive on-site in transportable pieces with detailed erection plans for assembly. Either the entire span would be assembled and then lifted and placed, or portions would be assembled and placed on temporary support towers which would be removed after the entire span is connected. Construction of the steel truss is no more complex than the steel girder main span considered.

Lifting and placing the prefabricated truss would require two cranes and temporary work platforms partly into the river.

Cost Estimate

A planning-level construction cost estimate for replacing the existing main span with a prefabricated steel truss has been included in Appendix A of the memo. The estimated cost in 2019 dollars is \$3.59 million. This estimate will need to be inflated to the anticipated year of construction if chosen. It is based on preliminary construction cost estimates from truss manufacturers and quantity take-offs for the foundation and deck.

FOUNDATIONS

The in-situ soil conditions of the site from the 2016 Geotechnical Report produced by GeoEngineers are consistent with our knowledge of the area from previous projects. Geotechnical borings for the recently completed phase of the Newberg/Dundee Bypass indicate deep and soft silty soils in the area. Historical records of the OR 18 Yamhill River Bridge, approximately 2,000 feet upstream to the northwest, indicate relatively shallow hard clays overlain with soft clays and sands. The 2016 report indicates very stiff to hard clays overlain with layers of silty sand. The report says that the soils are moderately susceptible to liquefaction during a design-level earthquake. Mitigating the risk of liquefaction can be very expensive. The City will need to weigh the cost of mitigating for liquefaction against the risk and decide the best approach for the City's infrastructure. The cost to mitigate liquefaction is not included in the cost estimate.

For cost estimating purposes, it is assumed that deep driven-piling foundations will be used with concrete caps, columns, and crossbeams for both structure alternatives. Assuming that the new bents would be in the same locations as Bents 3 and 4, pile driving equipment should be able to access the location with minimal grading work.

UTILITY REPLACEMENTS

The existing water and sanitary sewer lines will be removed from the approach spans of the pedestrian bridge and placed underground. New pipes will be designed that are routed up the new piers and across the new main span. This would require thrust blocks to be constructed where the pipes bend up out of the ground and onto the bridge.

Westech provided estimates for the new pipe and connections on the main span of the bridge and on the approach spans of the bridge which are included in each cost estimate.

PERMITTING RISKS

The permitting discussion for this memo is limited to the two permits which have the highest risk: development in the floodplain and United State Coast Guard (USCG) permits. Other natural resources permits for the project would be required, but are readily obtained with less project risk.

Floodplain

The bridge is located in the floodway for the Yamhill River and will require a no-rise analysis and certification as part of the permitting process for the new main span. The 100-year flood elevation is listed as elevation 106.3 (NAVD) in the Federal Emergency Management Agency (FEMA) tables. The floodplain map and FEMA tables are included in Appendix B.

The steel girder alternative would have a lower soffit than the existing bridge which infringes on the floodplain. An engineering analysis would be required to determine the increase in flood heights. Increasing the flood heights would either require a revision to Flood Insurance Rate Maps (FIRM) or modifications to the channel to remove fill. Revising the FIRM would have potential political ramifications, as raising the floodplain would have insurance cost impacts to

land owners. Modifications to the channel and floodplain would have cost impacts to the project. No floodplain mitigation is included in the cost estimate for the steel girder alternative.

The steel truss option would maintain or elevate the soffit elevation and would not infringe on the floodplain. Only foundation impacts would require mitigation. This makes a no-rise certification much easier to obtain with minimal cost impacts and no political pushback.

Due to the construction of the new piers in the floodway and temporary work bridges, the project would need to acquire a development in the floodplain permit from the City.

United States Coast Guard

The USCG considers the Yamhill River to be navigable per the most recent Navigability Determinations list for the Thirteenth District. USCG issued a Bridge Permit for the original pedestrian bridge in 1982, included in Appendix C. Coordination with USCG will be required for any maintenance work that may temporarily or permanently impact navigational clearances approved under the original permit.

The USCG bridge permit process would include a full National Environmental Policy Act (NEPA) evaluation and navigational evaluation to determine environmental and waterway user impacts. New bridge designs that have less change or effect to the horizontal and vertical clearances are more likely to be approved. If a replacement project were to propose reducing waterway clearances, a detailed navigational impact report would be required by USCG.

As stated previously, the steel girder alternative would reduce waterway clearances, triggering a navigational impact report for the USCG. Even with the completion of a navigational impact report, there is still a risk that the USCG might not issue a permit for the reduced clearance.

The steel truss alternative would maintain or improve the existing waterway clearances, which would reduce the risk that the USCG will not issue a permit.

Bridge permitting should be assumed to take at least six months from the time a complete permit is submitted to USCG. A permit is deemed complete only after all NEPA components are finalized, which means the overall process can take more than a year. Involvement by federal agencies other than USCG can impact the process, so funding and permitting involvement by the Federal Highway Administration (FHWA) and United States Army Corps of Engineers (USACE) should be evaluated if those agencies become involved.

CONCLUSION

The water and storm sewer lines for the City of Dayton need to be replaced. To facilitate carrying them over the river, it was determined that the main span of the existing pedestrian bridge would need to be replaced due to the advanced deterioration of the structure. This alternatives study considered replacing the main span with either a prefabricated steel truss or a steel girder span. Table 1 summarizes the cost estimate for each alternative. Detailed cost estimates can be found in Appendix A.

Table 1 - Cost Estimate Summary

Alternative	Cost Estimate
Steel Girder	\$3,572,000
Prefabricated Steel Truss	\$3,592,000

The listed costs include \$100,000 for modifications and repairs to the approach spans, new main span foundations, the main span structure, utility supports, mobilization, preliminary and construction engineering services, and a 30% construction contingency.

Our recommendation is replacing the main span with a prefabricated truss for the following reasons:

- Less impacts to the floodplain
- No impacts to the navigational channel
- Similar constructability and costs

The approach spans will continue to deteriorate and therefore, we also recommend replacing the approach spans as soon as possible. More details on those recommendations are contained in the January 2019 OBEC Alternatives Memo.

Appendix A – Cost Estimates

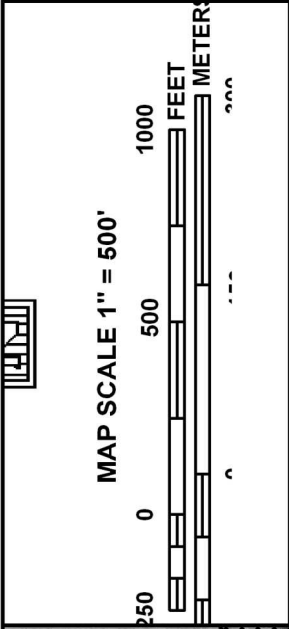
Engineer's Cost Estimate - Preliminary - Steel Plate Girder Alternative
July 1, 2019

Spec. No.	Item No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Total Price
TEMPORARY FEATURES AND APPURTENANCES							
00210	10	Mobilization	Lump Sum	Lump Sum	1	205,670.00 \$	205,670
00253	20	Work Bridge	Lump Sum	Lump Sum	1	100,000.00 \$	100,000
00253	30	Temporary Work Access and Containment	Lump Sum	Lump Sum	1	50,000.00 \$	50,000
00280	40	Erosion Control	Lump Sum	Lump Sum	1	10,000.00 \$	10,000
00290	50	Pollution Control Plan	Lump Sum	Lump Sum	1	10,000.00 \$	10,000
00290	60	Work Containment Plan	Lump Sum	Lump Sum	1	10,000.00 \$	10,000
UTILITY WORK							
xxxxx	70	Waterline on Approach Spans	Lump Sum	Lump Sum	1	213,150.00 \$	213,150
xxxxx	80	Waterline on Main Span	Lump Sum	Lump Sum	1	112,525.00 \$	112,525
xxxxx	80	Sanitary Sewer on Approach Spans	Lump Sum	Lump Sum	1	198,700.00 \$	198,700
xxxxx	90	Sanitary Sewer on Main Span	Lump Sum	Lump Sum	1	121,130.00 \$	121,130
BRIDGE WORK							
00510	100	Bridge Removal	Lump Sum	Sq Ft	2,200.00	\$ 25.00	\$ 55,000
00520	110	Furnish Pile Driving Equipment	Lump Sum	Lump Sum	1	\$ 25,000.00	\$ 25,000
00520	120	Furnish PP 24 x 0.5 Steel Piles	Foot	Foot	640	\$ 100.00	\$ 64,000
00520	130	Drive PP 24 x 0.5 Steel Piles	Each	Each	8	\$ 1,000.00	\$ 8,000
00520	140	Pile Load Test (Dynamic)	Each	Each	2	\$ 3,000.00	\$ 6,000
00520	150	PP 24 x 0.5 Steel Pile Splices	Each	Each	2	\$ 750.00	\$ 1,500
00530	160	Reinforcement	Lump Sum	Lbs	50,000	\$ 1.50	\$ 75,000
00540	170	Deck Concrete, Class HPC4500 w/Fibers	Lump Sum	Cu Yd	85	\$ 1,100.00	\$ 93,500
00540	180	General Structural Concrete, Class 4000	Lump Sum	Cu Yd	125	\$ 900.00	\$ 112,500
00560	190	Steel Plate Girder	Lump Sum	Lbs	205,000	\$ 1.70	\$ 348,500
00587	200	Pedestrian Rail	Lump Sum	Foot	450	\$ 250.00	\$ 112,500
00589	210	Utility Attachment on Structures	Lump Sum	Each	24	\$ 1,000.00	\$ 24,000
xxxxx	220	Approach Work	Lump Sum	Lump Sum	1	\$ 100,000.00	\$ 100,000
SUBTOTAL OF ITEMS							\$ 2,057,000
CONTINGENCY @ 30%							\$ 618,000
PRELIMINARY ENGINEERING (20%)							\$ 535,000
CONSTRUCTION ENGINEERING (13.5%)							\$ 362,000
TOTAL							\$ 3,572,000

**Engineer's Cost Estimate - Preliminary - Prefabricated Steel Truss Alternative
July 1, 2019**

Spec. No.	Item No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Total Price
TEMPORARY FEATURES AND APPURTENANCES							
00210	10	Mobilization	Lump Sum	Lump Sum	1	206,870.00 \$	206,870
00253	20	Work Bridge	Lump Sum	Lump Sum	1	100,000.00 \$	100,000
00253	30	Temporary Work Access and Containment	Lump Sum	Lump Sum	1	50,000.00 \$	50,000
00280	40	Erosion Control	Lump Sum	Lump Sum	1	10,000.00 \$	10,000
00290	50	Pollution Control Plan	Lump Sum	Lump Sum	1	10,000.00 \$	10,000
00290	60	Work Containment Plan	Lump Sum	Lump Sum	1	10,000.00 \$	10,000
UTILITY WORK							
xxxxx	70	Waterline on Approach Spans	Lump Sum	Lump Sum	1	213,150.00 \$	213,150
xxxxx	80	Waterline on Main Span	Lump Sum	Lump Sum	1	112,525.00 \$	112,525
xxxxx	80	Sanitary Sewer on Approach Spans	Lump Sum	Lump Sum	1	198,700.00 \$	198,700
xxxxx	90	Sanitary Sewer on Main Span	Lump Sum	Lump Sum	1	121,130.00 \$	121,130
BRIDGE WORK							
00510	100	Bridge Removal	Lump Sum	Sq Ft	2,200.00	\$ 25.00	\$ 55,000
00520	110	Furnish Pile Driving Equipment	Lump Sum	Lump Sum	1	\$ 25,000.00	\$ 25,000
00520	120	Furnish PP 24 x 0.5 Steel Piles	Foot	Foot	640	\$ 100.00	\$ 64,000
00520	130	Drive PP 24 x 0.5 Steel Piles	Each	Each	8	\$ 1,000.00	\$ 8,000
00520	140	Pile Load Test (Dynamic)	Each	Each	2	\$ 3,000.00	\$ 6,000
00520	150	PP 24 x 0.5 Steel Pile Splices	Each	Each	2	\$ 750.00	\$ 1,500
00530	160	Reinforcement	Lump Sum	Lbs	40,000	\$ 1.50	\$ 60,000
00540	170	Deck Concrete, Class HPC4500 w/Fibers	Lump Sum	Cu Yd	50	\$ 1,100.00	\$ 55,000
00540	180	General Structural Concrete, Class 4000	Lump Sum	Cu Yd	125	\$ 900.00	\$ 112,500
00560	190	Prefabricated Steel Truss	Lump Sum	Lump Sum	1	\$ 525,320.00	\$ 525,320
00589	200	Utility Attachment on Structures	Lump Sum	Each	24	\$ 1,000.00	\$ 24,000
xxxxx	210	Approach Work	Lump Sum	Lump Sum	1	\$ 100,000.00	\$ 100,000
SUBTOTAL OF ITEMS							\$ 2,069,000
CONTINGENCY @ 30%							\$ 621,000
PRELIMINARY ENGINEERING (20%)							\$ 538,000
CONSTRUCTION ENGINEERING (13.5%)							\$ 364,000
TOTAL							\$ 3,592,000

Appendix B – Floodplain Background Information



NFP **NATIONAL FLOOD INSURANCE PROGRAM**

PANEL 0427D

FIRM
FLOOD INSURANCE RATE MAP
YAMHILL COUNTY,
OREGON
AND INCORPORATED AREAS

PANEL 427 OF 675
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
DAYTON, CITY OF	410252	0427	D
YAMHILL COUNTY	410249	0427	D

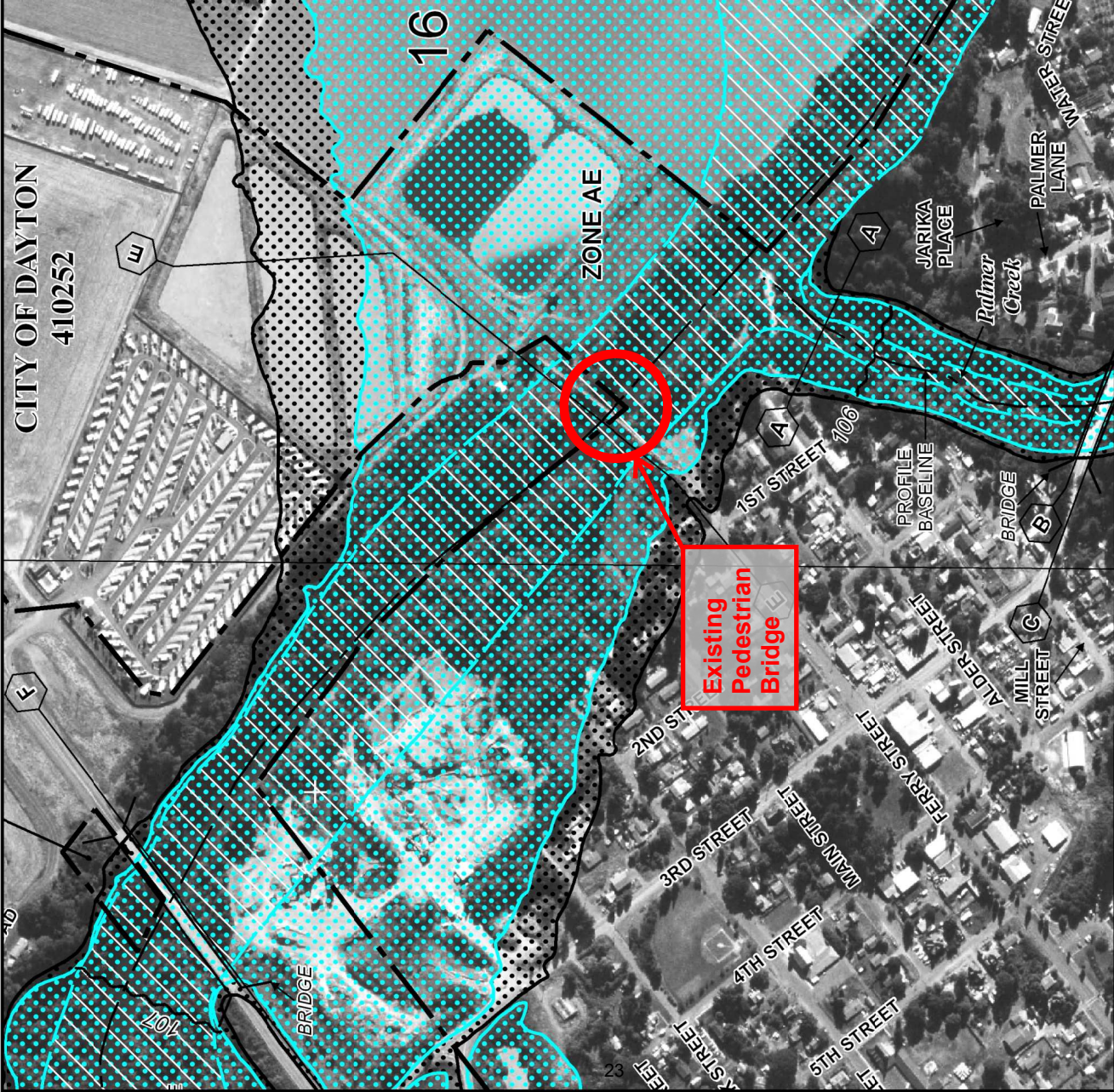
Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
41071C0427D

EFFECTIVE DATE
MARCH 2, 2010

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



JOINS PANEL 0429

7540000 FT

FLOODING SOURCE		FLOODWAY				1-PERCENT-ANNUAL-CHANCE FLOOD WATER SURFACE ELEVATION			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQ. FEET)	MEAN VELOCITY (FEET/SEC)	REGULATORY (FEET NAVD)	WITHOUT FLOODWAY (FEET NAVD)	WITH FLOODWAY (FEET NAVD)	INCREASE (FEET)	
Yamhill River									
A	0.86	770	13,289	5.6	105.0	101.1 ²	101.3 ²	0.2	
B	1.92	800	13,003	5.7	105.0	102.4 ²	102.6 ²	0.2	
C	2.85	585	11,359	6.6	105.0	103.9 ²	104.1 ²	0.2	
D	3.72	1,390	25,072	3.0	105.3	105.3	105.6	0.3	
E	4.95	380	12,476	5.7	106.3	106.3	106.9	0.6	
F	5.31	425	11,644	6.1	106.8	106.8	107.1	0.3	
G	5.50	741	15,559	4.6	107.3	107.3	107.6	0.3	
H	6.16	800	13,083	5.5	108.3	108.3	108.6	0.3	
I	6.95	1,775	24,139	3.0	109.5	109.5	109.9	0.4	
J	7.40	1,020	19,328	3.7	110.0	110.0	110.4	0.4	
K	7.44	980	19,601	3.7	110.1	110.1	110.6	0.5	
L	8.02	375	9,455	7.6	110.3	110.3	110.9	0.6	
M	8.18	326	10,274	6.8	110.8	110.8	111.5	0.7	
N	8.29	397	12,744	5.6	111.5	111.5	112.1	0.6	
O	8.50	957	18,875	3.8	112.3	112.3	112.9	0.6	
P	9.21	550	14,296	4.9	113.8	113.8	114.5	0.7	
Q	9.65	955	19,132	3.7	114.7	114.7	115.5	0.8	
R	10.10	2,270	32,791	2.1	115.4	115.4	116.2	0.8	
S	11.09	1,250	23,697	3.0	116.6	116.6	117.6	1.0	

¹Miles above mouth

²Elevation computed without consideration of backwater effects from the Willamette River

TABLE 6

FEDERAL EMERGENCY MANAGEMENT AGENCY

YAMHILL COUNTY, OREGON AND INCORPORATED AREAS

FLOODWAY DATA

YAMHILL RIVER

Appendix C – United States Coast Guard Permit

APR 16 1981

BRIDGE PERMIT
(34-81)

WHEREAS by Title V of an act of Congress approved August 2, 1946, entitled "General Bridge Act of 1946," as amended (33 U.S.C. 525-533), the consent of Congress was granted for the construction, maintenance and operation of bridges and approaches thereto over the navigable waters of the United States;

AND WHEREAS under Section 502(b) of that act, the authority of which was transferred to and vested in the Secretary of Transportation by Section 6(g)(6)(C) of the Department of Transportation Act (80 Stat. 931) and delegated by the Secretary to the Commandant, U.S. Coast Guard by Section 1.46(c) of Title 49 Code of Federal Regulations, it is required that the location and plans for such bridges be approved by the Commandant before construction is commenced and in approving the location and plans of any such bridge, the Commandant may impose any specific conditions relating to the construction, maintenance and operation of the structure which he deems necessary in the interest of public navigation, such conditions to have the force of law;

AND WHEREAS the - CITY OF DAYTON - has submitted the location and plans of a bridge to be constructed across the Yamhill River at Dayton, Oregon;

NOW THEREFORE, This is to certify that the location and plans dated 7 April 1980 are hereby approved by the Commandant, subject to the following conditions:

1. No deviation from the approved plans may be made either before or after completion of the structure unless the modification of said plans has previously been submitted to and received the approval of the Commandant.
2. The construction of falsework, cofferdams or other obstructions, if required, shall be in accordance with plans submitted to and approved by the Commander, Thirteenth Coast Guard District prior to construction of the bridge. All work shall be so conducted that the free navigation of the waterway is not unreasonably interfered with and the present navigable depths are not impaired. Timely notice of any and all events that may affect navigation shall be given to the District Commander during construction of the bridge. The channel or channels through the structure shall be promptly cleared of all obstructions placed therein or caused by the construction of the bridge to the satisfaction of the District Commander, when in his judgment the construction work has reached a point where such action should be taken, but in no case later than ninety days after the bridge has been opened to traffic.

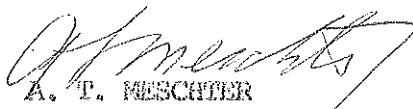
APR 16 1981

BRIDGE PERMIT: Bridge across the Yamhill River at Dayton, Oregon
(34-81)

3. Issuance of this permit does not relieve the permittee of the obligation or responsibility for compliance with the provisions of any other law or regulation as may be under the jurisdiction of any federal, state or local authority having cognizance of any aspect of the location, construction or maintenance of said bridge.

4. When the proposed bridge is no longer used for transportation purposes, it shall be removed in its entirety and the waterway cleared to the satisfaction of the District Commander. Such removal and clearance shall be completed by and at the expense of the owner of the bridge upon due notice from the District Commander.

5. The approval hereby granted shall cease and be null and void unless construction of the bridge is commenced within 3 years and completed within 5 years after the date of this permit.



A. P. MESCHTER

Acting Chief, Bridge Administration Division
By direction of the Commandant

DEPARTMENT OF
TRANSPORTATION
U.S. COAST GUARD

BRIDGES OVER NAVIGABLE WATERS OF THE UNITED STATES
COMPLETION REPORT

REMARKS CONTROL SYMBOL
CAN 2143

To: COMMANDANT (9-NBR) with enclosures
(XXXXX)

INSTRUCTIONS

LOCATION. Indicate name of waterway, nearest town, route number if a highway bridge.
TYPE OF BRIDGE. Abbreviate type of bridge: B-Bascule, F-Fixed (except a suspension bridge),
P-Pontoon, IR-Trestle, VL-Vertical lift, Sus-Suspension, Sw-Swing, RSP-Removable Span.
VERTICAL. Indicate the plane of reference used for measuring the vertical clearance, i.e. MSL,
2% line, elev., etc. If additional space is required use remarks column.
TYPE OF TRAFFIC. Abbreviate type of traffic: Hwy-highway, Hwy-RR-highway-railroad,
RR-Railroad, FB-foot bridge. Indicate other types of traffic or use, such as pipelines,
conveyor system, by plain language in remarks.

- NEW CONSTRUCTION
- RELOCATION
- REMOVAL
- MODIFICATION
- CONVERSION TO (FIXED)
(DRAW) BRIDGE
- OTHER (Specify in
REMARKS)

DATE COMPLETED
May 1981

DATE COMPLETED
July 1982

FOR MILES ABOVE MOUTH ONLY	LOCATION	OWNER	TYPE OF BRIDGE	CLEARANCE		DATE PLANS APPROVED AND PERMIT NUMBER	TYPE OF TRAFFIC
				HORI- ZONTAL	VERTICAL		
4.95	YAMHILL RIVER, at Dayton, Oregon	City of Dayton, Oregon	F	140'	48.8' at normal low water (el. 58.3)	No 16 April 81 (34-81)	FB

REMARKS

This is combination pedestrian/pipeline bridge. Pipeline conveys wastewater to treatment plant.
Provides 42.8 feet vertical clearance at normal high water (elevation 64.3).

Copies: Portland District, Corps of Engineers, with enclosures
NOAA, with enclosures
Local Notice to Mariners
File.

From:

Commander Thirteenth Coast Guard District

SIGNATURE

John E. Mikesell
John E. Mikesell

DATE

13 July 1982



DESIGN OF DAYTON'S UTILITY BRIDGE WITH INFRASTRUCTURE UPGRADES

City of Dayton Request for Proposals (RFP) for Engineering Services
Project #21-01

Proposal for:

City of Dayton
Rochelle Roaden, City Manager
416 Ferry Street
Dayton, OR 97114

Prepared by:

DOWL
Jared Trowbridge, PE, Project Manager
4275 Commercial Street SE, Suite 100
Salem, OR 97302

March 12, 2021



March 12, 2021

City of Dayton
Rochelle Roaden, City Manager
416 Ferry Street
Dayton, OR 97114

Subject: RFP for Design of Dayton’s Utility Bridge with Infrastructure Upgrades

Dear Rochelle and Selection Committee Members:

We understand how important this bridge is to the City of Dayton (City) and the community, and we know that reopening the bridge as soon and as safely as possible is a priority. DOWL is eager to continue our work with the City on this bridge to deliver a successful project from design through successful bid opening, and finishing construction with a ribbon-cutting in the summer of 2023.

DOWL has selected Jared Trowbridge, PE, as our project manager (PM) for this project. Jared previously completed an alternatives analysis for the main span replacement and helped prepare the funding application for this bridge, and as such, he is extremely familiar with the structure and the City’s goals for this project. Jared has assembled a DOWL team who has also worked on this bridge and with you on previous phases, including:

- **2000:** DOWL first inspected this bridge, and we have inspected it every other year since 2007.
- **2008:** We designed a bridge rehabilitation that included suspension rod braces and timber deck and rail repairs.
- **2018:** We load rated the timber towers, which led to the closure of the bridge.
- **2019:** We prepared the alternatives study for the main span replacement, and we presented the preferred alternative to City Council.
- **Ongoing:** We are providing support to secure additional Department of Environmental Quality (DEQ) funding for construction.

Through this work, and in preparation for this project, Jared and his team have studied your bridge and the challenges associated with constructing a clear-span pedestrian/utility structure over a major river. Our team members have expertise and recent experience designing pedestrian bridges for Oregon municipalities, as well as US Army Corps of Engineers (USACE), US Coast Guard (USCG), and floodplain permitting expertise for bridges over major rivers. Our proposal contains specific experience with similar bridge projects for other Oregon local agencies. We have the proven experience, passion, and commitment to address project constraints and make your project a success by developing a bridge that is within budget, supported by the community, and accepted by approval authorities.

Jared Trowbridge is authorized to represent DOWL in contract negotiations, and I am authorized to sign any contract(s) that may result from this procurement. We have not received any addenda associated with this RFP.

We look forward to working with you through this contract to complete the design of your bridge.

Sincerely,

DOWL

A handwritten signature in black ink, appearing to read "Larry Fox".

Larry Fox, PE
Chief Operating Officer
971.634.2021 | lfox@dowl.com

Section 2

PROPOSER’S BACKGROUND, APPROACH, AND QUALIFICATIONS

Firm Introduction

DOWL is a multi-discipline engineering firm that has provided practical engineering services to Pacific Northwest clients for 59 years. Our staff of 419 professionals includes civil, structural, and water resources engineers; land surveyors; environmental permitting specialists; transportation planners; and construction managers and inspectors. **See pages 6-8 for the individual years in practice for each of our team members.**

DOWL’s culture is strongly rooted in our local communities, and we are dedicated to the role that engineering and construction play in making them vibrant, enjoyable, and safe. For this project, Jared selected a team of local experts with experience working together on this bridge and other similar projects.

Experience with Similar Engineering Services

The adjacent **Table 1** includes a brief listing of our firm and team’s experience providing similar engineering services for other public sector organizations. **See pages 12-15 for additional similar project descriptions.**

Principal

Our principal-in-charge (PIC), Bob Goodrich, PE, has more than 21 years of experience with both design and construction engineering and is DOWL’s Bridge Sub-Practice Area Leader. Bob will lead our QA/QC work for your project. He will also conduct periodic check-ins, as appropriate, with City staff to confirm that DOWL is meeting your expectations. His rigorous client dedication complements Jared’s expertise, providing the City with skilled and focused attention.

Location

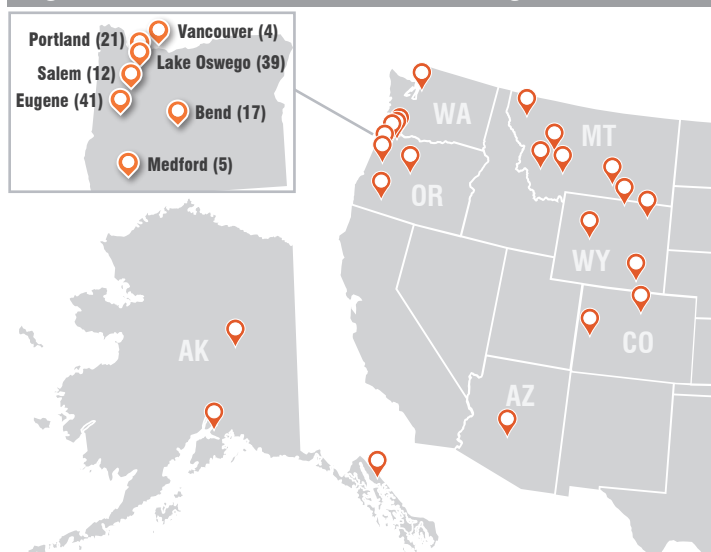
DOWL has 22 branch offices across the western United States (**see Figure 1**), including six Oregon offices and a Vancouver, Washington office.

Jared Trowbridge, PE, in our Salem office will be DOWL’s PM and your primary point of contact. This project will be primarily served from our Salem and Lake Oswego offices. Our bridge team will serve the City from our Salem office, and our environmental specialists are located in Lake Oswego. **Figure 1** also demonstrates our breadth of technical and resource capacity within our Oregon offices.

Table 1: The DOWL Team’s Experience Providing Similar Engineering Services

Project, Client	Key Similar Features	Key Staff Involved
Minto Island Pedestrian Bridge , City of Salem	<ul style="list-style-type: none"> ▪ Pedestrian bridge ▪ Development in the floodplain ▪ USCG permit ▪ DEQ 401 cert. ▪ Clear span over river 	<ul style="list-style-type: none"> ▪ Jared Trowbridge ▪ Eric Bonn ▪ James Stupfel ▪ Julio Vela
OR18 Spur Bridge , ODOT & City of McMinnville	<ul style="list-style-type: none"> ▪ Development in the floodplain ▪ USCG permit ▪ Liquefaction concerns ▪ Waterline and sanitary sewer line on bridge 	<ul style="list-style-type: none"> ▪ Eric Bonn
Commerce Street Pedestrian Bridges , City of Eugene	<ul style="list-style-type: none"> ▪ Prefabricated steel truss bridges ▪ Local, state, and federal permitting 	<ul style="list-style-type: none"> ▪ Jared Trowbridge ▪ Eric Bonn
82nd Drive Pedestrian / Utility Bridge , Clackamas County	<ul style="list-style-type: none"> ▪ Pedestrian bridge ▪ Steel truss ▪ Sanitary sewer lines ▪ DEQ 401 cert. 	<ul style="list-style-type: none"> ▪ Jared Trowbridge ▪ Eric Bonn ▪ James Stupfel ▪ Ben Wewerka
Hubbard Road: Long Tom River Bridge , Benton County	<ul style="list-style-type: none"> ▪ Bridge replacement ▪ Development in the floodplain ▪ DEQ 401 cert. 	<ul style="list-style-type: none"> ▪ Jared Trowbridge ▪ James Stupfel ▪ Ben Wewerka
Van Buren Bridge , ODOT	<ul style="list-style-type: none"> ▪ Bridge replacement ▪ Development in the floodplain ▪ Liquefaction susceptibility ▪ USCG permit ▪ DEQ 401 cert. 	<ul style="list-style-type: none"> ▪ Jared Trowbridge ▪ James Stupfel ▪ Ben Wewerka

Figure 1: DOWL’s Branch Offices & Oregon Resources



What Makes DOWL Stand Out?

DOWL is uniquely positioned to successfully deliver this project for three primary reasons:

1. Previous experience with this bridge
2. Permitting expertise
3. Oregon pedestrian bridge expertise

1. Previous Experience With This Bridge

The Dayton utility bridge has been closed for nearly three years due to damage and decay in the timber towers, and the community is eager for it to reopen. DOWL has been working with the City on this bridge for more than 20 years. We know the structure and have partnered with you to find the right alternative to take to final design. DOWL first inspected this bridge in 2000, and we have inspected it every other year since 2007. Meanwhile, we provided design for rehabilitation of the bridge in 2008. We also load rated the timber towers in 2018, which led to the closure of the bridge.

Finally, we prepared the alternatives study for the main span replacement in 2019, and we presented the preferred alternative to City Council in 2019. We are currently providing support to secure additional DEQ funding for construction.

With our knowledge of the bridge, GeoEngineers' field work at the site, relationship with the City, and relevant experience, we will lead the City and project to a successful completion.



Jared inspecting the bridge in 2013.

2. Permitting Expertise

Led by James Stupfel, our permitting team has recent and ongoing experience coordinating USACE, USCG, and floodplain permits and approvals for bridges over the Willamette River, including the **Minto Island Pedestrian Bridge** in Salem and the **Van Buren Bridge Replacement** in Corvallis.

The Minto Island Bridge in downtown Salem required environmental clearances and permit approvals, USCG,

Endangered Species Act (ESA) consultation through Federal-aid Highway Program (FAHP), Joint Permit Application (JPA) and Fish Passage Plan, Section 106, and local permits. James' proactive coordination with Agencies during their approval process allowed the team to quickly understand changing requirements and expectations from the Department of State Lands (DSL) and USCG, which minimized overall delays.

Our team's recent experience on these, and other, projects will allow them to provide a smooth process for this project and mitigate risk for delays.



[DOWL] Environmental staff provided valuable assistance to the City of Salem with the recently completed design and permitting for the Minto Island Pedestrian Bridge and Trail project.

James [Stupfel] provided timely communication with all members of the project team... James seemed to have a knack for finding the right frequency of communication with the agencies to ensure consistent progress. His early discussions with agency personnel helped the design team to efficiently incorporate environmental requirements into the design. He was consistently available for scheduled team meetings and effectively communicated with a variety of team members.

Overall, [DOWL] staff as led by James, ensured the quality of the design product with regard to effectively and efficiently meeting design requirements, putting us on the path for successful construction beginning this year.

-Allen Dannen, PE, City of Salem

3. Oregon Pedestrian Bridge Expertise

DOWL specializes in the design of multi-use pedestrian and bicycle bridges of all types, as well as associated pathways. Our expertise includes construction over rivers and accommodating utility lines.

Our designs are reliably constructed on budget, and are tailored to meet each site's unique set of constraints. Whether its a signature landmark bridge or a small creek crossing, our values remain the same: constructability, usability, and cost-effectiveness.

Table 2 on page 5 contains a sampling of our Oregon pedestrian bridge experience.

Table 2: DOWL's Oregon Pedestrian Bridge Experience

Bridge, Client	Features	
<p>Minto Island Pedestrian Bridge, City of Salem</p>	<p>This bridge connects downtown Salem to Minto-Brown Island Park across the Willamette River. DOWL worked with the City of Salem from the planning stages through construction. We developed a feasibility plan that looked at bridge and trail alignments, structure types, and potential impacts. When it came time for final design, DOWL developed a 305-foot-long inclined tied-arch bridge and 6,000 feet of trail.</p>	
<p>82nd Drive Pedestrian/Utility Bridge, Clackamas County</p>	<p>DOWL has worked on a series of projects on this bridge, including an initial Phase 1 seismic retrofit in 2001 and a later Phase 2 retrofit in 2019. Additional projects included the replacement of deteriorated timber approach spans with seismically resilient concrete spans and the installation of multiple major utility crossings designed for seismic loads.</p>	
<p>Commerce Street Pedestrian Bridges, City of Eugene</p>	<p>DOWL provided design for two pedestrian bridges connecting Commerce Street with the Fern Ridge Bike Path. Both bridges are single-span, prefabricated bow-string style steel truss bridges with cast-in-place concrete decks. One is a 74-foot-long bridge spanning the wetland area south of Amazon Creek, and the other crosses Amazon Creek with a span of 134 feet.</p>	
<p>I-5 Pedestrian Bridge, City of Wilsonville</p>	<p>DOWL recently completed 30% design for the City of Wilsonville's new pedestrian bridge over I-5. The process included extensive public outreach, including in-person and virtual open houses, and multiple Planning Commission and City Council meetings to gain consensus on the preferred bridge type - a 2-span steel tied-arch.</p>	
<p>Barnett Road Pedestrian Bridge, Jackson County</p>	<p>DOWL designed this 155-foot-long pedestrian bridge with low-cost, prefabricated elements that conformed to the site constraints while maintaining an aesthetic integrity in keeping with the neighboring Blue Heron Park. The design stayed within the existing right-of-way (ROW), used a prefabricated steel truss with cast-in-place concrete approach spans, and used City-specified lighting and railing.</p>	
<p>Springwater Trail Bridges, Portland Parks and Recreation</p>	<p>The Union Pacific Railroad (UPRR) overcrossing structure consists of a 175-foot-long prefabricated steel truss bridge with a concrete deck crossing over the UPRR tracks on the east end of the Springwater Trail project. The truss is fabricated from weathering steel to minimize future maintenance costs. The overhead lateral bracing was painted brown to minimize staining of the concrete deck.</p>	
<p>Evans Creek Pedestrian Bridge, City of Rogue River</p>	<p>DOWL designed this steel and timber suspension bridge to connect two parks separated by Evans Creek. The bridge is 234 feet long by six feet wide and also carries an 8-inch-diameter City waterline. The bridge was funded by a state Department of Economic Development grant administered by the regional Council of Governments. All main load carrying components of this bridge are structural steel leave secondary components that are easily replaceable.</p>	

Litigation in the Past Five Years

DOWL has had no defaults or terminations firm-wide and no design-related litigation in Oregon. We do have claims to report from four projects within our firm-wide operations:

1. DOWL was the construction administrator for a sewage system rehabilitation for the City of Bend, OR. A private citizen has filed suit against DOWL and the City with chemical exposure allegations due to a cured-in-place pipe, which was not installed by DOWL. DOWL had no negligence in this installation, as it was not in our scope. This case has been resolved through mediation.
2. DOWL designed and provided construction administration for a runway seal-coat for Snohomish County, WA. Two years after completion, the County filed suit against DOWL, the seal-coat contractor, and the seal-coat supplier to recoup the cost of the runway rehabilitation project. DOWL denies any negligence and is actively defending the project.
3. DOWL designed an effluent treatment pond for irrigation of a golf course for a private developer in Big Sky, MT. The contractor entered into a lawsuit against the subcontractor who installed the pond liner. The subcontractor named DOWL as a third-party defendant. DOWL participated in mediation between the contractor and subcontractor and made a minor contribution to the overall settlement.
4. DOWL was hired by a design-builder to provide civil/site design for a 50-acre site and adjacent city street in Billings, MT. The design-builder and site work subcontractor entered into a lawsuit over payment for the additional work to stabilize the soft subgrade encountered during construction. DOWL prevailed in early motions on contractual limitations and ultimately reached a settlement with the design-builder in 2018.

Team Organization and Qualifications

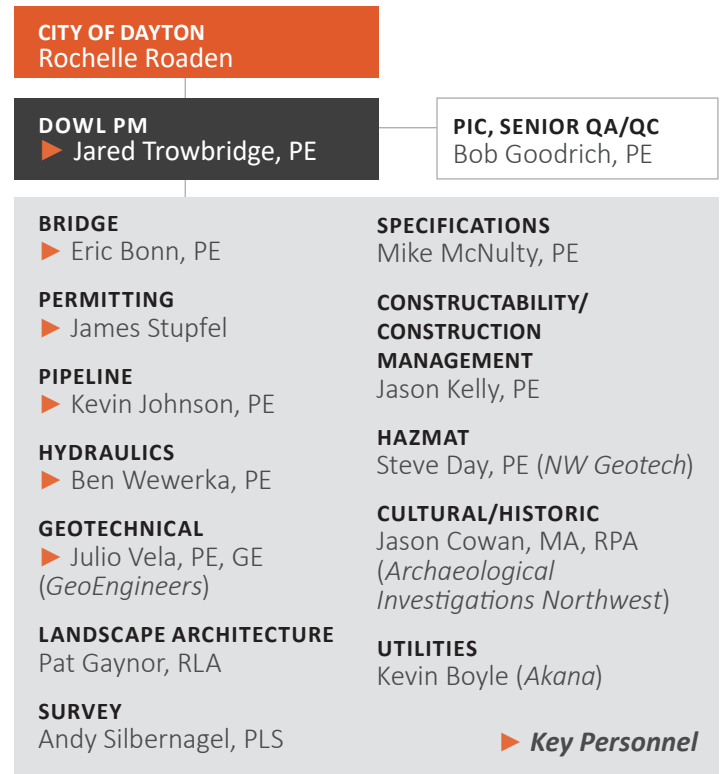
Jared has selected team members with recent, relevant experience working together and ample capacity to complete your project (*see Figure 2*).

DOWL's team:

- Features a core of locally-based professionals
- Understands the City's cost, quality, and schedule goals
- Has in-depth knowledge of site constraints and stakeholder concerns, such as an extensive permitting process

This combination of experience will allow us to navigate the process for your bridge smoothly and efficiently. The majority of DOWL's key staff for this proposal have worked together on previous phases of this bridge project and have successfully delivered dozens of similar local agency federal aid projects.

Figure 2: Team Organization



Jared Trowbridge, PE

Role on this Project: PM

Qualifications: 14 years of experience; MS, BS, Civil Engineering; OR PE # 83749

Primary Office Location: Salem, OR

Availability for This Project: 52%

Jared will serve as your main point of contact, provide public involvement support, and work closely with his team to develop a final design that is feasible in the constrained site and is readily permitted and constructed.

Jared's Relevant Municipal Bridge Experience:

- Dayton Pedestrian Bridge, City of Dayton
- Minto Island Pedestrian Bridge, City of Salem
- 82nd Drive Pedestrian Bridge, Clackamas County
- I-5 Pedestrian Bridge, City of Wilsonville



Eric Bonn, PE

Role on this Project: Bridge

Qualifications: 33 years of experience; BS, Civil Engineering; OR PE # 16588

Primary Office Location: Salem, OR

Availability for This Project: 52%

With more than 30 years of experience, Eric will lead the bridge design efforts to determine the foundation solution to support the new prefabricated truss to withstand seismic loads. He brings unique familiarity with this bridge, as he led bridge design services for the 2008 rehabilitation and the previous alternatives study. Eric has designed or rehabilitated 10 trusses.

Eric’s Relevant Municipal Bridge Experience:

- Dayton Pedestrian Bridge, City of Dayton
- 82nd Drive Pedestrian Bridge, Clackamas County
- Commerce Street Pedestrian Bridges, City of Eugene
- Minto Island Pedestrian Bridge, City of Salem
- I-5 Pedestrian Bridge, City of Wilsonville
- Tiedeman Pedestrian Bridge, City of Tigard



James Stupfel

Role on this Project: Permitting

Qualifications: 14 years of experience; BA, Environmental Studies

Primary Office Location: Lake Oswego, OR

Availability for This Project: 38%

James will coordinate permits and approvals for your project. His experience includes coordination with USCG and USACE. He has strong relationships with local regulatory agencies, and he is an expert at coordinating with them to streamline approvals to save time and money.

James’ Relevant Municipal Bridge Experience:

- Dayton Pedestrian Bridge, City of Dayton
- Minto Island Pedestrian Bridge, City of Salem
- 82nd Drive Pedestrian Bridge, Clackamas County
- Tiedeman Pedestrian Bridge, City of Tigard
- I-5 Pedestrian Bridge, City of Wilsonville



Kevin Johnson, PE

Role on this Project: Pipeline

Qualifications: 25 years of experience; BS, Civil Engineering; MT PE # 14863

Primary Office Location: Bozeman, MT

Availability for This Project: 46%

Kevin will design the new pipelines for this project. He is DOWL’s expert for water infrastructure design, and his experience encompasses diverse and complex municipal projects, including pump stations, pipelines, water storage tanks, and water treatment facilities.

Kevin’s Relevant Municipal Experience:

- New Tigard Waterline, Tualatin Valley Water District
- City of Grants Pass Waterline, Grants Pass
- Ketchikan Raw Water Transmission Main, Ketchikan Public Utilities, AK
- Mendenhall/JD Wastewater Treatment Plant Headworks, City of Juneau, AK



Ben Wewerka, PE

Role on this Project: Hydraulics

Qualifications: 21 years of experience; BS, Civil Engineering; OR PE # 79131

Primary Office Location: Medford, OR

Availability for This Project: 42%

Ben has 21 years of experience providing hydraulic analysis for bridge projects in Oregon. His expertise includes floodplain analysis and coordinating with design and permitting staff to comply with permitting regulations and meet project objectives. Ben will work closely with the team to create solutions that are cost-effective, low-maintenance, and that minimize ROW impacts.

Ben’s Relevant Municipal Bridge Experience:

- Dayton Pedestrian Bridge, City of Dayton
- 82nd Drive Pedestrian Bridge, Clackamas County
- Minto Island Pedestrian Bridge, City of Salem
- Tiedeman Pedestrian Bridge, City of Tigard
- 3-Mile Lane Utility Crossing, City of McMinnville



Julio Vela, PE, GE (GeoEngineers)

Role on this Project: Geotechnical

Qualifications: 25 years of experience; PhD, MS, BS, Civil Engineering; OR PE/GE # 60333

Primary Office Location: Salem, OR

Availability for This Project: 20%

Julio will lead geotechnical services for this project. He has been working with the City on evaluating the local geotechnical conditions and evaluating pipeline alternatives for the utilities attached to the bridge. He has completed four borings in the project area and brings extensive knowledge of the geotechnical conditions that will affect design and construction of the utility bridge.

Julio’s Relevant Municipal Bridge Experience:

- Pump Station, Supply Line, and Yamhill River Crossing Horizontal Directional Drilling (HDD) Design, City of Dayton
- Winter Street Bridge Replacement, City of Salem
- 13th Street SE Bridge, City of Salem
- Minto Island Pedestrian Bridge, City of Salem

Table 3: Team Member Qualifications

Name, Role on this Project, Qualifications, Office Location, Availability for this Project	Relevant Experience
 <p>BOB GOODRICH, PE Role on this Project: PIC, Senior QA/QC Qualifications: 22 years of experience; MS, BS, Civil Engineering; OR PE # 69466 Primary Office Location: Salem, OR Availability for This Project: 31%</p>	<ul style="list-style-type: none"> ■ Dayton Pedestrian Bridge Alternatives Analysis, City of Dayton ■ Minto Island Pedestrian Bridge, City of Salem ■ I-5 Pedestrian Bridge, City of Wilsonville ■ French Prairie Pedestrian Bridge, City of Wilsonville ■ Springwater Trail Bridges, Portland Parks & Rec
 <p>PAT GAYNOR, RLA Role on this Project: Landscape Architecture Qualifications: 16 years of experience; BS, Landscape Architecture; OR RLA # 749 Primary Office Location: Portland, OR Availability for This Project: 46%</p>	<ul style="list-style-type: none"> ■ Van Buren Bridge, ODOT ■ Scoggins Creek Bridge, Washington County ■ Murphy Corridor Improvements, City of Bend ■ Basalt Creek Extension, Washington County ■ Crater Lake Visitors Center, National Park Service ■ Midtown Congestion Corridor Study, Alaska DOT
 <p>ANDY SILBERNAGEL, PLS Role on this Project: Survey Qualifications: 15 years of experience; BS, Civil Engineering; OR PLS # 79198 Primary Office Location: Eugene, OR Availability for This Project: 48%</p>	<ul style="list-style-type: none"> ■ Yamhelas Westsider Trail, Yamhill County ■ Minto Island Pedestrian Bridge, City of Salem ■ Commercial Street Bridge, City of Salem ■ Delta Ponds Pedestrian Bridge, City of Eugene ■ Tiedeman Pedestrian Bridge, City of Tigard
 <p>MIKE MCNULTY, PE Role on this Project: Specifications Qualifications: 15 years of experience; BS, Civil Engineering; OR PE # 85555 Primary Office Location: Salem, OR Availability for This Project: 42%</p>	<ul style="list-style-type: none"> ■ Dayton Pedestrian Bridge Inspection, City of Dayton ■ 3-Mile Lane Utility Crossing, City of McMinnville ■ 5th Street Improvements, City of McMinnville ■ Newberg-Dundee Bypass, ODOT ■ Myslony Bridge, City of Tualatin
 <p>JASON KELLY, PE Role on this Project: Constructability, Construction Management Qualifications: 19 years of experience; BS, Civil Engineering and Forest Engineering; OR PE # 72500 Primary Office Location: Lake Oswego, OR Availability for This Project: 36%</p>	<ul style="list-style-type: none"> ■ Dayton Pedestrian Bridge Alternatives Analysis, City of Dayton ■ Dayton Pedestrian Bridge Inspection, City of Dayton ■ Springwater Trail Bridges, Portland Parks & Rec ■ Tiedeman Pedestrian Bridge, City of Tigard ■ City-wide Pedestrian Bridge Inspections, City of Eugene
 <p>STEVE DAY, PE (Northwest Geotech) Role on this Project: Hazmat Qualifications: 20 years of experience; JD, Environmental Law; BS, Civil Engineering; BA, Business Administration; OR PE # 18663 Primary Office Location: Wilsonville, OR Availability for This Project: 20%</p>	<ul style="list-style-type: none"> ■ I-5 Pedestrian Bridge, City of Wilsonville ■ Mt. Richmond Road Bridge, Washington County ■ Long Tom River Bridge, Benton County ■ Beaverton Creek Pedestrian Bridge, Washington County ■ OR569 over UPRR and NW Expressway, ODOT
 <p>JASON COWAN, MA, RPA (AINW) Role on this Project: Cultural/Historic Qualifications: 16 years of experience; MA, BA, Anthropology Primary Office Location: Portland, OR Availability for This Project: 60%</p>	<ul style="list-style-type: none"> ■ Van Buren Bridge, ODOT ■ US26, Cornell Road to Sylvan Interchange, ODOT ■ Hagg Lake Slide Mitigation, Washington County ■ Marys River Crystal Lake Drive Path, City of Corvallis ■ Skunk/Alder Creek Culvert Replacement, Benton County
 <p>KEVIN BOYLE (AKANA) Role on this Project: Utilities Qualifications: 37 years of experience; AS, Civil/Structural Engineering Primary Office Location: Salem, OR Availability for This Project: 25%</p>	<ul style="list-style-type: none"> ■ Dayton Pedestrian Bridge Rehabilitation, City of Dayton ■ I-5 Pedestrian Bridge, City of Wilsonville ■ OR6: Mills Bridge, ODOT ■ OR47: Nehalem Bridge, ODOT ■ US101, OR34, and OR228 Bridges, ODOT ■ Southern Oregon Seismic Bridges, ODOT

Section 3

SUPPORT OF STAFF

Approach to Fostering Client

Engagement, Feedback, and Interaction

DOWL's approach to fostering a relationship and engagement began with DOWL's load rating in 2018 and the alternatives analysis that followed. Jared and his team assisted the City to determine the most cost-effective, long-term solution to restore the pedestrian bridge across the river and provide a safe crossing for the City's water and sanitary storm system. Through this work, we have held meetings with City staff and presented to City Council to gain support for the preferred alternative – a main span prefabricated truss.

Client engagement will continue once the notice of intent to award is given with contract negotiations and a project kickoff meeting. At the kickoff meeting, Jared's team will engage the City to determine check-in points for any alternatives to be discussed and other key points to stay ahead of potential project risks.

As competing visions arise during design, Jared will engage City staff to carefully listen and weigh each viewpoint and issue and how it impacts permitting, project scope, budget, and schedule. By taking time to carefully listen and weigh each viewpoint, we will instill a team atmosphere when decisions are made to keep the project on track.

Jared will work with Rochelle to update the City Council during design and following each design milestone.

Availability

Once notified by the City of initial proposal scores, Jared and his team will quickly develop scope and fee to begin contract negotiations. Following the April 5 City Council meeting when the official notice of intent to award is approved, negotiations will begin so that the professional services agreement is finalized and ready for approval in time for the May 3 City Council meeting.

DOWL is available to begin the contracted services immediately, but we anticipate receiving notice to proceed (NTP) in early May.

Section 4

TECHNICAL APPROACH

A. Ability to Provide the Requested Services

The City of Dayton identified the need to replace the main span of your utility and pedestrian bridge following DOWL's load rating in 2018, which identified that the timber towers were under-capacity due to decay and woodpecker damage. Jared and his team have been developing their understanding since 2018, with their work on the subsequent alternatives analysis in 2018 and 2019 and discussions with City staff.

Through this work, we have identified the three critical issues to address in design so the bridge is reopened in the summer of 2023:

- Successful environmental permitting
- Assess the potential for liquefaction
- Accurate cost estimate for programming

These topics will be highlighted and further discussed in **Subsection F on page 15**. With these three critical issues in mind, Jared has developed a plan to mitigate the schedule risks and complete the work.

Upon NTP, Jared and Environmental Lead James Stupfel will meet with Skip Haak at PBS to better understand PBS' environmental work and coordination with permitting agencies to date and identify the remaining environmental field work to be performed. As shown in **Figure 3 on the following page**, completing the field work by the end of June will prepare us for early coordination meetings with the permitting agencies, including DSL, DEQ, USCG, and USACE.

In 2019, with the existing USCG bridge permit in-hand, DOWL developed the preferred alternative to clear the existing navigation window. This has eliminated the need for a navigation evaluation and will streamline the USCG bridge permit process. Through PBS and City coordination, it has been determined that the water and sanitary sewer lines can be placed temporarily across the river inside of high-density polyethylene (HDPE) pipe sleeves.

Julio Vela, PE, GE, (GeoEngineers) will be leading the geotechnical explorations and analysis. He has extensive experience and understanding of the site due to his work on the City pump station and study for the HDD crossing. Based on the subsurface data from the previous explorations, site soils have been determined to be moderately susceptible to liquefaction in a design level earthquake. Liquefaction-induced settlement could affect the foundation support of the bridge replacement span.

To better understand this risk and explore mitigation alternatives in design, supplemental geotechnical explorations and analysis will be required.

As shown on **Figure 3**, this work can happen early, as the explorations will be outside of ordinary high water (OHW) and will allow the design team to explore design refinements that avoid costly soil improvements (**see item 2 in Figure 3**).

Throughout the design process, Jared will support Rochelle in updating the City Council at each milestone to confirm progress and answer project questions.

With the 30% design complete, construction access footprint set, and permitting needs confirmed, the JPA, DEQ Section 401 Water Quality Certification, and development in the floodplain permits will be finalized

C. Approach to Creating Conceptual Sketches

Conceptual sketches, exhibits, and drawings are extremely valuable tools that support decision-making. Exhibits can easily display technical details to non-technical people, portray impacts to those less familiar with the project site, or gain public input and support for alternatives.

DOWL has recently created **Figure 4** to further discussions with a stakeholder on the City of Wilsonville's **I-5 Pedestrian Bridge Project**. After meeting with the stakeholder in the early design stage, and listening to their input and incorporating it, we returned to discuss impacts with them following 30% design. The exhibit depicts the new bridge landing, contractor construction access on their property, permanent ROW acquisition, and temporary construction easements.

The stakeholder responded positively when they saw that their feedback had been incorporated into the design, and they were able to understand the project better when they saw it overlaid onto an aerial exhibit. DOWL provided the exhibit to the stakeholder following the meeting to mark up the easement areas for the design team to revise and return after the 60% milestone.

For this project, it will be important to discuss project impacts as they relate to:

- Contractor staging
- Development in the floodplain
- Utility coordination
- ROW constraints
- Park impacts

As demonstrated in **Figure 5 on the following page**, we have developed an overall project understanding of these impacts in an exhibit. As the project progresses, this exhibit will be refined and Constructability Reviewer Jason Kelly, PE, will weigh in on what is needed for access and construction working with James Stupfel to minimize the footprint for permitting.

An exhibit such as this can facilitate discussions with City Council members to better understand the site constraints, why certain permits are needed, and if any easements are required to construct the project. Jared will refine **Figure 5** and incorporate input to reflect feedback for multi-discipline discussions as a useful tool to reach a common understanding and come to consensus on decisions.

Figure 4: Conceptual Exhibit Example

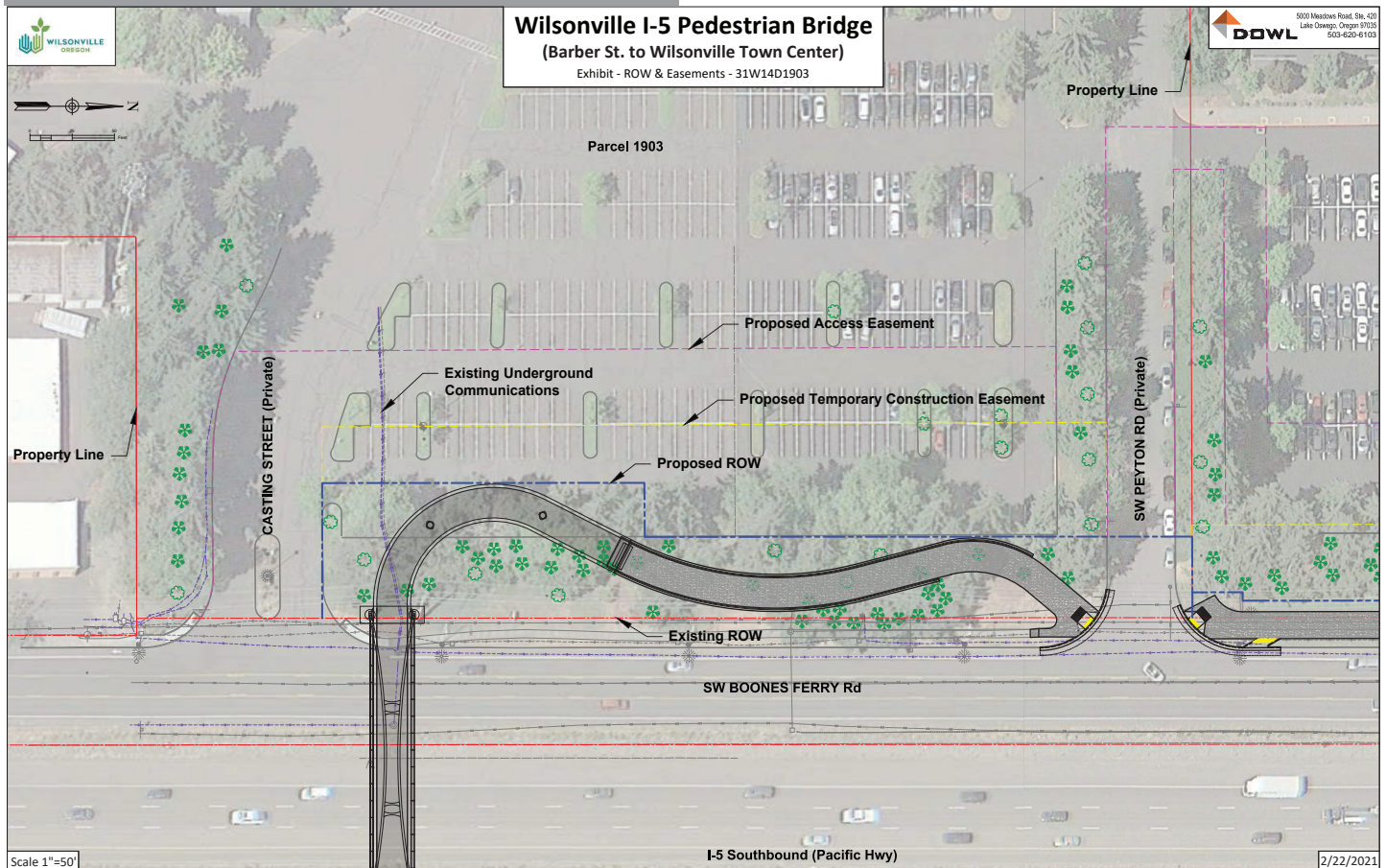
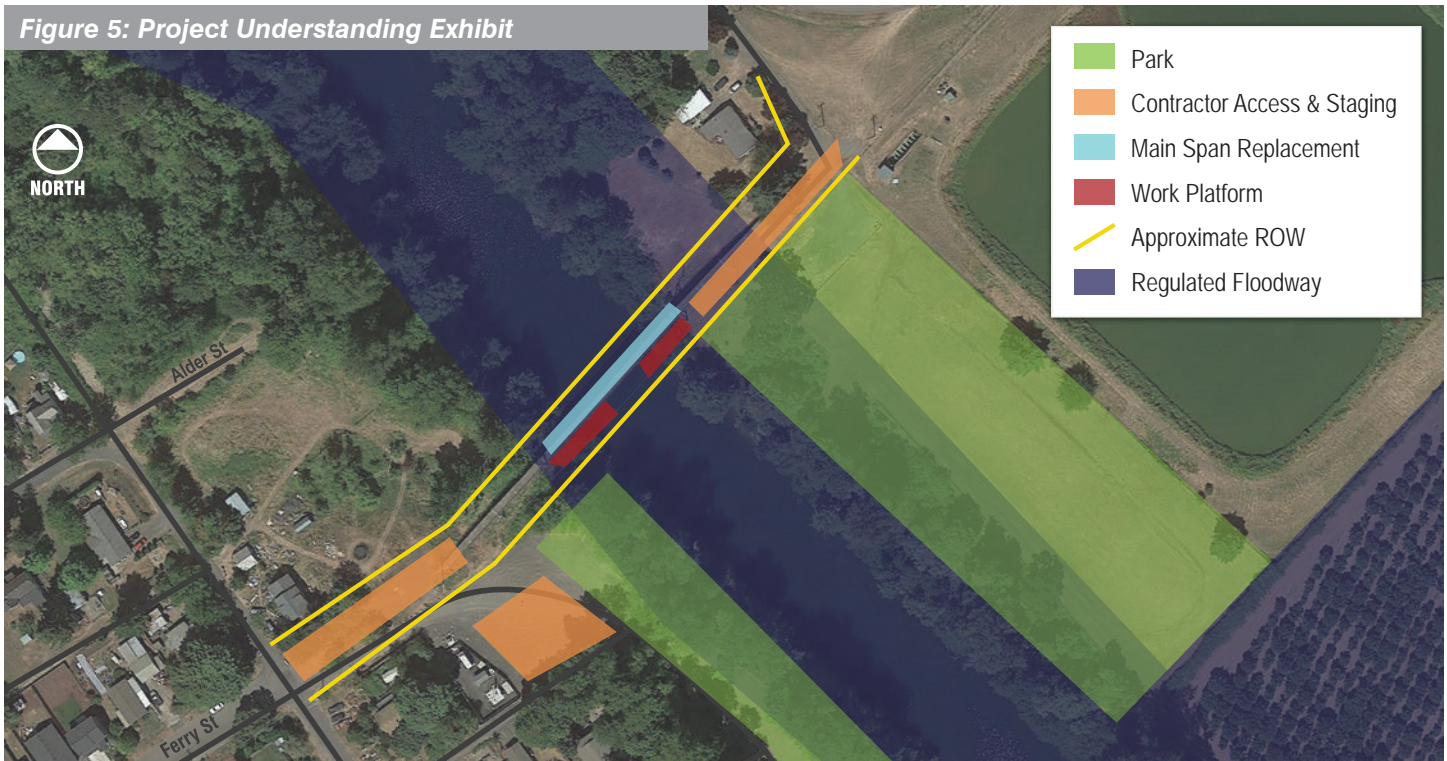


Figure 5: Project Understanding Exhibit



D. Experience Providing Similar Engineering Services for Municipal Bridges

The following projects are a small but representative sample of our team’s experience providing similar engineering services designing municipal bridges.

82nd Drive Pedestrian/Utility Bridge, Clackamas County



General Timelines: DOWL has worked on a series of projects on this bridge, including an initial Phase 1 seismic retrofit in 2001 and a later Phase 2 retrofit in 2019. Additional projects included the replacement of deteriorated timber approach spans with seismically resilient concrete spans and the installation of multiple major utility crossings designed for seismic loads, which was completed in 2019. The series of projects extended the life of the 98-year-old structure. The retrofit included seismic isolation of the main truss, the installation of seismic fittings on each of the three force mains, and seismic strengthening of the original bridge piers and footings.

Strategies Used to Increase the Opportunity for Success:

The most recent project triggered permits from USACE, DSL, and multiple local approvals, including: land use review for sensitive areas, site plan and design review, erosion control permitting, and a building permit. As part of the approval process, DOWL performed hydraulic modeling to establish multiple flood elevations and OHW. Different hazard levels and land use requirements were required on each side of the river because of the project spanning between the Cities of Gladstone and Oregon City. **DOWL’s staff helped Clackamas County meet no-rise criteria, and successfully navigated the local land use process to keep the project moving.**

The project also proposed temporary construction access in an adjacent park with Land and Water Conservation Fund (LWCF) Section 6(f) funding, which required coordination to verify there was no conversion of the park. DOWL environmental and permitting staff provided support to Clackamas County Water Environment Services (WES) on all permitting efforts from original resource delineation through construction.

“[DOWL] was very responsive and supportive during our multi-year project. I came into the project after design had been completed and [DOWL] did a great job getting me up to speed on the history of the design and providing documentation on decisions that had been made prior to my joining the team.”

- Jessica Rinner, Clackamas County

Commerce Street Pedestrian Bridges, City of Eugene



General Timelines: DOWL provided design and permitting to construct two pedestrian bridges - one 74-foot-long and one 134-foot-long - connecting Commerce Street with the Fern Ridge Bike Path located north of Amazon Creek. Both bridges are single-span, prefabricated bow-string style steel truss bridges with cast-in-place concrete decks. Project design took place in 2015-2017, and construction was complete in 2018.

Strategies Used to Increase the Opportunity for Success: DOWL was tasked with completing the bridge design while the City of Eugene completed all other aspects of design. Although the City was responsible for designing the path alignment, our internal QA/constructibility review proposed an alternative alignment. Our review of City plans resulted in an alignment change that **greatly reduced the amount of fill in wetlands and facilitated a construction approach that allowed the contractor to shorten the construction timeline and use means and methods that lessened construction cost.**

One bridge spans a wetland area, and the other bridge crosses Amazon Creek. DOWL provided permitting for local, state, and federal authorizations. Services included a wetland delineation, a JPA, and supporting documentation for the City Planning and Development Permit.

"[DOWL] delivered a very thoughtful design of two pedestrian bridges. One of their unique abilities is to integrate into and complement an existing project team, such as a public agency, and deliver their part with ease. Many thanks to [DOWL] for a design that captured all of the values the City wanted in these bridges."

- Kerry Werner, Lane County (previously City of Eugene)

I-5 Pedestrian Bridge, City of Wilsonville



General Timelines: DOWL has completed three task orders for the City supporting their planning for and funding of a new pedestrian bridge across I-5. These task orders supported the City securing design funding. We are currently completing 60% design for the project. Our work included:

- **2013:** An initial feasibility study on alignments and bridge types to identify potential issues and prepare a planning-level cost estimate.
- **2015:** An outline for the scope of work (SOW), including planning information for costs and schedule.
- **2017:** A Part 3 Project Prospectus outlining the potential environmental concerns and approval processes to support moving forward with project funding.
- **2018:** An evaluation of alternative east side bridge landings located in Town Center east of Town Center Loop. The City was considering purchasing a parcel for the future project. Therefore, they needed to update the concept design and cost estimate for this new landing.
- **2020:** DOWL completed a comprehensive public outreach effort, including in-person and virtual open houses, online surveys, and Planning Commission and City Council meetings to narrow to three alternatives to develop further. The process concluded in October with the selection of a tied-arch main span bridge type.
- **2021:** DOWL submitted 30% documents in January.

Strategies Used to Increase the Opportunity for Success: DOWL has taken advantage of the City's robust online social networking and *Let's Talk Wilsonville!* platform to engage the public on this framework project.

DOWL has successfully worked with the City of Wilsonville, as well as ODOT, to **proactively coordinate the new pedestrian bridge and mitigate project risks.** Jared led discussions with ODOT's Mobility Advisory Committee to determine the required height of the new bridge over I-5 and is working with ODOT's Region 1 traffic group to determine acceptable lane and full closure timeframes for the construction phase.

Dayton Pedestrian Bridge, City of Dayton



General Timelines: DOWL has been inspecting this timber suspension pedestrian bridge for the City of Dayton since 2000. In 2008, DOWL rehabilitated the timber approach spans and miscellaneous timber members on the bridge, and we have been closely monitoring the decay in the timber towers. Most recently, we performed the alternatives analysis study to help the City determine the most appropriate bridge to carry forward to final design.

Strategies Used to Increase the Opportunity for Success: In 2018, DOWL used nondestructive testing (NDT) resistograph data to confirm up to six inches of decay in the timber towers, resulting in up to 30% section loss. We recommended the City load rate the timber towers, as the decay and bird damage had worsened significantly. After load rating the timber towers, DOWL recommend that the City close the bridge. **DOWL is currently assisting the City in finalizing funding to replace the main span of the bridge, which also carries the City's water and sanitary sewer lines.**

E. Resolving a Challenging Assignment

Minto Island Pedestrian Bridge: Alternatives Analysis to Construction

Project Description

DOWL led the design of a new pedestrian bridge connection from downtown Salem in Riverfront Park to Minto-Brown Island Park. Connection of these trails via a new pedestrian bridge completed a loop in the trail system and opened significant opportunities that neither park offers separately.

The City of Salem initially hired DOWL to perform an alternatives evaluation for the Minto Island Pedestrian Bridge. This report established a preferred alternative and an overall project budget. The evaluation considered alignments, park connections, and bridge types, including conventional and signature types;

prepared a Permit Strategy at the start of concept design; and obtained a National Environmental Policy Act (NEPA) categorical exclusion. The team evaluated tied-arch, cable-stayed, and concrete girder alternatives; selected a preliminary alignment; and revised the alignment during final design to optimize layout based on site data.

The tied-arch bridge balanced the City's aesthetic objectives with site topography and overall cost. Our report was distributed as part of the RFP for Final Design, and the project scope initially included a Design Validation task to revisit our evaluation. When both of the competing proposals concurred with our initial recommendations, the City deleted the Design Validation task from the final scope.

DOWL oversaw the construction of our originally recommended solution, which was completed in 2019. The bridge cost in our 2008 study was within 5% of the eventual bid, six years later.

Key Project Challenges

Similar to your project, DOWL led the Minto Island Pedestrian Bridge project from the initial alternatives analysis through design. The key challenge and opportunity for success was coordinating permitting activities with multiple agencies, such as DSL, DEQ, and USCG, many of which required simultaneous approvals.

Environmental issues for the project included work in and on Willamette Slough and Minto-Brown Island. Construction impacts to Willamette Slough included work bridge construction, tied-arch erection shoring, and drilled shaft bridge piers. Construction of the trail on Minto Island resulted in wetland impacts.

The bridge site has a long history of pulp and paper manufacturing by Boise Cascade; the operation area included the Riverfront Park site and Minto-Brown Island. Willamette Slough is also suspected to contain sediment from the pulp, and paper-making operations. Boise Cascade shut down all operations in 1982. Due to the presence of capped contaminated areas throughout the project site, excavated material was characterized and properly disposed of during construction.

Project Outcomes

Proactive coordination with Agencies during their approval process allowed the team to quickly understand changing requirements and expectations from DSL and USCG. This minimized overall delays.

DOWL's work resulted in a successful bid opening and ended with a celebratory ribbon-cutting after construction completion.

Several key staff for the Minto Pedestrian Bridge project are excited to work on your project: Jared, Bob, Eric, Ben, James, Andy, Jason, Julio, and AINW.

"[DOWL] was instrumental in helping the City successfully fund, design, permit, and advance the project to construction. [DOWL's] early involvement with conceptual design and experience with federal projects helped the City to assemble winning applications for the federal and state funds necessary to fully fund the project. [DOWL's] experience and steady oversight guided the City through a tricky permitting process and allowed for smooth negotiation of the inevitable challenges that arise during complex projects."

- Allen Dannen, City of Salem



F. Key Project Issues

As discussed previously, the key project issues that need to be addressed for a successful project are:

- Successful environmental permitting
- Assess the potential for liquefaction
- Accurate cost estimate for programming

Successful Environmental Permitting

DOWL's Approach: Successful environmental permitting is a critical issue for project success and is the main concern of City staff. DOWL's approach to successful environmental permitting began with the 2019 alternatives analysis. DOWL recommended the preferred alternative prefabricated truss because it minimized permitting challenges and began to mitigate uncertainty. The truss clears the existing navigation window in the existing USCG bridge permit and does not lower the bridge soffit to prevent infringing on the existing floodplain. This will streamline the USCG bridge permit process and reduce the mitigation required for any impacts to the floodplain.

Early coordination with permitting agencies is critical for a successful project. James will continue to build off

of PBS' initial efforts, including coordination with DSL to confirm wetland limits, USACE on the JPA, and USCG on the bridge permit.

The bridge is located in the floodway for the Yamhill River and will require a no-rise analysis and certification as part of the permitting process. Any new structures in the floodway will need to be mitigated by removing the existing bridge and possibly additional excavation so that the elevation of the 100-year flood is not raised.

Following initial conversations with the regulatory agencies, the DOWL team will determine the construction access footprint to minimize permitting impacts to the greatest extent possible. With a footprint set and floodway impacts determined early, James will develop the permit applications during 30% design, streamlining the time to submittal following confirmation of the 30% design, as well as setting the project cost early in design.

Jared's schedule accommodates the uncertainty in the permitting review timeline with enough time to secure permits prior to bid advertisement.

Team Example Project

The **Minto Island Pedestrian Bridge** had all of the same permitting needs identified for your project in a more complicated setting. Close coordination with the State Historic Preservation Office (SHPO) and tribes was necessitated because of the rich Native American history in the project vicinity. While no known sites existed, records indicated a village may have existed in the area that now is Riverfront Park. Additional environmental elements the project addressed included USCG permit, ESA consultation through FAHP and a No Effect Memo, and JPA and a Fish Passage Plan. At the project site, a sternwheeler used the slough for private business, which resulted in the project performing a navigation evaluation as part of the USCG permit process. Due to the duration the work bridge had to be in the river, it caused a rise in the flood elevation, resulting in temporary mitigation measures. DOWL, our team of subconsultants, and the City worked together to complete this documentation, resulting in controlled costs and successful permitting for construction.

Assess the Potential for Liquefaction

DOWL's Approach: Assessing the potential for liquefaction and determining if mitigation is required will be critical for success of the project. The City has included up to \$1M in project costs to cover liquefaction mitigation. The first mitigation strategy is to determine if it is an issue with additional field exploration. Through Julio's previous explorations on the site, we understand that the soils are moderately susceptible to liquefaction in a design level earthquake.

Julio recommends an additional boring or cone penetration test (CPT) at each new bridge foundation location. Additional laboratory testing of the discrete loose sandy soil layers will allow Julio to quantify the seismic design parameters and work with Eric to determine if it will be an issue for the bridge foundations.

The second mitigation strategy would be to address the liquefaction with a structural design. Due to the new bridge span length being known, Eric can begin seismic modeling immediately upon NTP using previous boring results. Through our discussions with GeoEngineers, driven piling will be the most suitable foundation type. This data allows us to quickly respond to refined geotechnical analysis results and explore resisting the liquefaction concerns with structural solutions, avoiding costly ground improvements. The \$1M budgeted would address the most expensive mitigation strategy of using ground improvements to address liquefaction.

By implementing this mitigation strategy, which prioritizes more cost-effective solutions, our team will deliver a 30% design that confirms project costs and impacts early in project development.

Team Example Project

DOWL recently had a bid opening for a **5-bridge seismic retrofit bundle** in southern Oregon. Eric Bonn was the bridge lead tasked with submitting 30% deliverables in just over five months. All bridges included Phase 2 seismic retrofits to strengthen the foundations for a design level earthquake. To meet this milestone, DOWL began modeling the existing bridges immediately upon NTP. This approach allowed the structural engineers to have working models of the existing bridges when the geotechnical explorations were completed to evaluate seismic retrofit strategies. The proactive design process led to developed cost estimates at 30% with appropriate contingencies. The project successfully bid with the low bidder coming in at just over \$12M, \$2M less than the final engineers' estimate.

Accurate Cost Estimate for Programming

DOWL's Approach: The City is in the process of securing construction funding through DEQ. Having a reliable cost estimate early is critical for the project's success.

The largest risk for the overall project cost is the scope and magnitude of liquefaction mitigation. The City has set aside \$1M for liquefaction mitigation. We have laid out steps in the previous section to mitigate this risk. First, we will determine the liquefaction susceptibility;

second, we will explore the design solution; and lastly, we will identify whether ground improvements are needed. Identifying the correct mitigation strategy early in design will lead to a reliable cost estimate.

During the alternatives analysis prepared by DOWL in 2018 and 2019, Eric Bonn reached out to two prefabricated truss suppliers to get a cost for the width and span length required for this project. With the baseline cost for the truss known, the variability of the cost estimate through design will be low.

DOWL keeps a database of our design projects that have bid and also reviews ODOT's average bid item prices routinely to prepare accurate cost estimates. Using a higher contingency amount early in design and reducing it as design progresses has proven to be a reliable way for our clients to trust our cost estimates.

With DOWL's experience developing accurate cost estimates, the City can be confident to secure adequate construction funds early in design.

Team Example Project

In 2016, ODOT selected DOWL to perform the design for the **rehabilitation of seven bridges on I-105** in Eugene. DOWL performed an on-site inspection of the seven bridges for exterior cracking and deck condition to prepare the Alternatives Analysis Memo. Jared and Eric led the development of the Memo, which looked at seven different rehabilitation items and seismic retrofits. It included a decision matrix to help ODOT decide on the preferred alternative. In January 2017, the preferred alternative had a construction price of \$17.6M, including 30% for contingencies.

Over the course of the next 18 months, DOWL refined the design and submitted 30% and 90% design deliverables, each time reviewing recent bid data and refining the cost estimate. In June 2018, the project successfully bid at \$14.8M to the lowest bidder and 10% lower than DOWL's final engineer's estimate. The project was substantially completed in December 2020, three months ahead of schedule.



Section 5

REFERENCES

References for Relevant Projects

We invite you to contact the references included below who will attest to our high-quality work.

82nd Drive Pedestrian/Utility Bridge



- **Location:** Clackamas County, OR
- **Client Name and Contact Information:** Clackamas County, Jessica Rinner, 503.742.4400, jrinner@co.clackamas.or.us
- **Year of Completion:** 2019
- **Length of Bridge Span:** Total length of 384.5 feet, including a 220-foot main span, 102-foot approach span, and 62.5-foot approach span
- **Total Square Feet:** Approximately 6,500
- **Final Hard Construction Cost:** \$2.7M
- **Key Team Members Involved:** Jared Trowbridge (Bridge Engineer), Eric Bonn (Bridge Lead), Ben Wewerka (Stormwater/Hydraulics Lead), James Stupfel (Environmental Lead), Jason Kelly (Constructability Reviewer)
- **Amount of Any Change Orders for Engineering Services Provided:** \$188k for added professional engineering (PE) scope; \$168k for the construction engineering (CE) amendment

Commerce Street Pedestrian Bridges



- **Location:** Eugene, OR
- **Client Name and Contact Information:** City of Eugene, Kerry Werner (with the City during this project), 541.682.6960, kerry.werner@co.lane.or.us
- **Year of Completion:** 2017
- **Length of Bridge Span:** One 74-foot-long bridge and one 134-foot-long bridge
- **Total Square Feet:** 2,844
- **Final Hard Construction Cost:** \$748k
- **Key Team Members Involved:** Jared Trowbridge (Bridge Reviewer), Eric Bonn (Bridge Engineer)
- **Amount of Any Change Orders for Engineering Services Provided:** \$26k to add design support during construction

Minto Island Pedestrian Bridge



- **Location:** Salem, OR
- **Client Name and Contact Information:** City of Salem, Allen Dannen, 503.588.6211, adannen@cityofsalem.net
- **Year of Completion:** 2019
- **Length of Bridge Span:** 506 feet
- **Total Square Feet:** 8,769
- **Final Hard Construction Cost:** \$6.1M
- **Key Team Members Involved:** Jared Trowbridge (Structures), Bob Goodrich (PM), Eric Bonn (Bridge Engineer), Ben Wewerka (Hydraulics/Stormwater Lead), Julio Vela (Geotechnical Lead), James Stupfel (Environmental Lead), Andy Silbernagel (Survey Lead), Mike McNulty (Bridge Engineer), Jason Kelly (Constructability Reviewer), AINW (Cultural/Historic)
- **Amount of Any Change Orders for Engineering Services Provided:** \$320k for added PE scope; \$1.3M for the CE amendment

I-5 Pedestrian Bridge



- **Location:** Wilsonville, OR
- **Client Name and Contact Information:** City of Wilsonville, Zach Weigel, 503.570.1565, weigel@ci.wilsonville.or.us
- **Year of Completion:** N/A; ongoing

- **Length of Bridge Span:** 770 feet
- **Total Square Feet:** 13,860
- **Final Hard Construction Cost:** N/A; \$15.8M-\$21.9M at 30%
- **Key Team Members Involved:** Jared Trowbridge (Design Lead), Bob Goodrich (PM), Eric Bonn (Bridge Lead), Ben Wewerka (Stormwater/Hydraulics Lead), James Stupfel (Environmental Lead), Andy Silbernagel (Survey Lead), Jason Kelly (Constructability Reviewer)
- **Amount of Any Change Orders for Engineering Services Provided:** None to date

Dayton Pedestrian Bridge, City of Dayton



- **Location:** Dayton, OR
- **Client Name and Contact Information:** City of Dayton, Steve Sagmiller, 503.864.2221, ssagmiller@ci.dayton.or.us
- **Year of Completion:** 2008
- **Length of Bridge Span:** 540 feet
- **Total Square Feet:** 5,400
- **Final Hard Construction Cost:** \$50,848
- **Key Team Members Involved:** Eric Bonn (Bridge Lead), Jason Kelly (Inspection Lead)
- **Amount of Any Change Orders for Engineering Services Provided:** \$0

To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval to add Amendment for Construction Engineering to DOWL Engineering's Professional Services Agreement for the Utility Bridge with Infrastructure Upgrades Project
Date: October 17, 2022

History/Background

On September 8, 2020, the City Council adopted Resolution 2020/21-2 (attached for your reference) which authorized the City Manager to sign a professional services agreement with DOWL Engineering to assist the City with project work including loan applications for the Utility Bridge with Infrastructure Upgrades project.

If the City Council wants to move forward with this project, the next step would be to approve amending the PSA for DOWL Engineering to include construction engineering services. The total amount for these services is \$578,203.50. Adding a 10% contingency, the total would be \$636,023.85.

The Amendment and Summary of Estimate of Services is attached for your review.

Project Schedule:	Bid Project	November 2022
	Award Project	December 2022
	Begin Construction	Spring/Summer 2023

Proposed Motion: "I move to approve amending the DOWL Engineering Professional Services Agreement for the Utility Bridge with Infrastructure Upgrades project adding Attachment A for Construction Engineering Services for an amount not to exceed \$636,023.85."

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ATTACHMENT A

Contract Statement of Work Delivery Schedule and Summary of Estimate for Services

Utility Bridge Main Span Replacement For City of Dayton DOWL Project No. 2860.80185.01

City of Dayton
Rochelle Roaden
City Manager
City of Dayton
416 Ferry Street
Dayton, Oregon 97114
rroaden@ci.dayton.or.us

DOWL
Jason Kelly
Senior Project Manager
DOWL LLC
5 Centerpoint Dr, Suite 350
Lake Oswego, OR 97035
jkelly@dowl.com

PROJECT UNDERSTANDING AND WORK SCOPE FOR COMPLETE PROJECT

Background

The General description, background and proposed improvements for the Project are unchanged from the original SOW.

This Project had an earlier design phase. This amendment adds the final phase to the Project which is the Construction Phase requiring Construction Contract Administration/Construction Engineering and Inspection (CA/CEI) to manage, administrate and observe that construction is complete according to the Contract documents.

List of Attachments:

Attachment B: Breakdown of Costs (BOC) for Services

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

As provided in the Contract, all Services under this amendment shall be performed in accordance with the professional standard of care set forth in the Contract.

Consultant shall complete the CA/CEI Services in accordance with City Standards and the current version in effect of the [ODOT Construction Manual](#), the [Quality Control Compliance Specialists \("QCCS"\) Handbook](#), the [Manual of Field Test Procedures](#), the [ODOT Inspector's Manual](#), and this amendment.

2. General Requirements

As required in **ORS 672.002 to 672.325**, Consultant shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the CA/CEI Services.

All Inspection work will be performed by ODOT certified Inspectors as required by the ODOT's Inspection Quality Assurance Program ("IQAP").

3. Communication

Communication is an important element to the successful completion of the Project and CA/CEI Services. All communication and deliverables covered under this CA/CEI SOW shall be directed to the City of Dayton's Project Manager (LAPM) or such other individual as designated in writing to Consultant.

To the extent possible, all transmittals from Consultant to City must include the Contract#. Formats for the document control system shall be discussed at the initial meeting between City and Consultant pertaining to the CA/CEI Services.

The Construction Contractor (CC) for the Project will be determined through the competitive bidding process. When the CC has been determined, Consultant shall establish appropriate contacts with that firm prior to the Pre-Construction Conference.

4. Roles and Responsibilities

The LAPM is City's primary point of contact for Consultant. The LAPM has the authority to review and accept or recommend acceptance of all Consultant deliverables. The LAPM may distribute deliverables to appropriate City personnel for review and approval.

City has overall authority in scope, schedule and budget for the Project. All construction Change Orders prepared by Consultant are subject to City review and approval prior to implementation by the CC.

City is responsible for the following:

- Providing access to City owned Right-of-Way (ROW) and easements
- Providing Consultant with existing Project information including As-Constructed drawings, pavement typical sections, utility maps, etc.
- Execution of Intergovernmental Agreements (IGAs) related to the Project
- City will lead all contact with state, federal agencies and other outside agencies when they won't coordinate directly with Consultant
- All contact with Native American Tribes
- Attending Pre-Construction Conference
- Attending Project meetings
- Reviewing and commenting on progress submittals
- Approving and signing CCOs and Request for Increase/Overrun in Project Authorizations prepared by Consultant
- Reviewing and processing monthly pay estimates for the CC
- Final Acceptance of Project

Consultant

Consultant shall provide all labor, equipment, and materials to provide the CA/CEI Services as outlined in this SOW.

Consultant shall coordinate with other state, federal and other outside agencies as permitted.

Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entities.

C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS

- Consultant shall complete all CA/CEI tasks and deliverables in a timely manner to avoid unnecessary delays in the construction Project. Consultant shall provide written notice to City at the first sign of delay caused by Consultant, CC or any other entity that may delay completion of the Project or otherwise have a negative impact on the construction schedule.
- Consultant shall notify LAPM within 2 business days upon discovery of any changes in the Project that may impact scope, schedule or budget of the Project or CA/CEI Services.
- Consultant shall submit all deliverables to LAPM or designee unless otherwise stated in specific tasks.
- All deliverables are considered draft until reviewed and accepted by City. Consultant shall make revisions to address City comments and submit revised deliverable(s) to LAPM within 5 business days of receipt of City review comments, unless a different timeframe is stated in specific tasks or otherwise agreed to in writing by City. If no revisions are necessary, the submittal will be considered final.

D. FORMAT REQUIREMENTS

- Deliverables shall be submitted to City in the format approved by the City
- Consultant shall use ODOT forms as the default unless directed otherwise
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in pdf or MS Office file format (i.e., Word, Excel, MS Project, etc.) of PDF and must be fully compatible with version used by City.
- Additional format requirements may be listed with specific tasks/deliverables throughout the CA/CEI SOW or in the PA/Contract.

TASK CE-12 PROJECT MANAGEMENT OF CA/CEI SERVICES

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant’s team in conformance with this amendment requirements of the CA/CEI Services and the Project’s goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services.

Task CE-12.1 Coordination

Consultant shall provide leadership, direction, and control of these CA/CEI Services.

Consultant shall:

- Direct Consultant’s team with regard to overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant’s staff, LAPM, and CC to facilitate timely, efficient operations for all involved.

Assumptions for budgeting:

- Assumes 3 hours per week for 50 weeks.

Deliverables:

- On-going coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task.)

Task CE-12.2 Status Reports and Invoices

This task includes time each month for the PM and administrative staff to prepare the monthly consultant invoice and associated Monthly Progress Report. The Monthly Progress Report must:

- Describe the previous month's Consultant activities
- Describe the planned activities for the next month
- Identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with Monthly Status Report. Consultant shall submit the Monthly Status Reports to LAPM with the monthly Consultant invoice.

Assumptions for budgeting:

- Consultant shall prepare (20) monthly Status Reports throughout the duration of the CA/CEI Services. See Section E.2, Project Schedule.
- Assumes 2 hours per invoice, 1 hour each for PM and Controller.

Deliverables

Monthly Status Report - Submitted to LAPM with the monthly invoice no later than the 15th calendar day of the month following the reporting month.

Task CE-12.3 Advertisement, Bidding and Award

DOWL will prepare and coordinate the advertisement of the project, the advertisement will be run in local and regional publications. During the advertisement period DOWL will respond to bidder questions. DOWL will receive, review and evaluate bids to make a recommendation to the City to award the Contract to the lowest bid from a responsive bidder.

Assumptions

- Advertisement will be run in the following publications:
 - News Register in McMinnville
 - DJC Oregon (<https://djcoregon.com>)
 - Quest CDN
- The budget allowance for Advertisement, Bidding and Award is based on up to twenty-eight (28) hours aggregate.
- Publication fees are estimated to not exceed \$3000.

Deliverables (submitted via email)

- Construction Contract Advertisement
- Bid results with recommendation of Award

TASK CE-13 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING & INSPECTION

Consultant shall support the Project's needs by providing CA/CEI Services required for the LAPM to certify that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record (POR) as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

Task CE-13.1 Construction Contract Administration

Consultant shall provide day-to-day administration of the construction contract. Consultant shall complete contract administration tasks as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures, the Non-field-Tested Materials Accepted Guide, the ODOT Inspector's Manual, QCCS Handbook, Qualified Products List ("QPL"), the Contract Plans and Specifications, and this amendment.

In addition to any other requirements identified in the reference standards identified above, Consultant shall:

- Issue First Notification when on-site construction work begins.
- Monitor overall budget and costs included in the Project Construction Authorization
- Monitor and evaluate the construction schedule and determine whether the CC is proceeding in a manner that will result in timely Project completion in conformance with the construction contract documents. If the CC is not proceeding in this manner, document the delay and determine and pursue the appropriate action
- Review Contractor's Request for Subcontract Consent
- Perform Labor Compliance monitoring
- Prepare, submit and coordinate processing of CCO and EWO
- Prepare, track and submit to City billings from CC.

Assumptions for budgeting:

- PM and Administrative staff anticipate 4 hours total staff time on average per week during the 50 weeks of active construction.

Deliverables

- First Notification, Second (substantial completion) and Third Note (final completion/project acceptance)
- Approved Subcontracts
- Certified payroll reports
- Draft CCO and EWO documents with supporting documents (cost estimate and justification)

Task CE-13.2 Monthly Progress Estimates

Consultant shall prepare the monthly progress estimate for CC's work performed through the last working day of the month.

No later than the 8th of the month, Consultant submit the progress estimate to the LAPM with CC invoice.

Assumptions for budgeting:

- Assume a total of 20 Each Contractor estimates with 10 hours on average total staff time per estimate.

Deliverables

- Monthly Progress Estimate

Task CE-13.3 Project Meetings

Consultant shall attend and participate in the Pre-Construction Conference according to [Oregon Standard Specification for Construction](#) (Standard Specifications) Section 00180.42, and the ODOT Construction Manual, Chapter 11 – Before On-Site Work Begins. Attendees will include the CC, LAPM, and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials and other items relevant to the construction of the Project.

Consultant shall attend and participate in periodic Project Progress Meetings with the CC and others as needed, including but not limited to the LAPM. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships and timely issue resolution.

Consultant shall attend and participate in additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- Preconstruction Conference
- Bridge Removal
- Drilled Shaft
- Concrete Deck

Assumptions for budgeting:

- Project Progress Meetings are assumed to be weekly (during active construction) with no more than 2 Consultant staff attending and (50) meetings are assumed, see Section E.2 Project Schedule.
- It is assumed that the vast majority of meetings will be virtual utilizing Microsoft Teams.

Deliverables

- Project Progress Meeting minute comments – Submit via email comments to each attendee and LAPM upon request.

Task CE-13.4 Shop Drawing & Submittal Review

Consultant shall review construction shop drawings and working drawings submitted either electronically or in paper form by the CC. If electronic submittals are received, Consultant shall process them according to the ODOT Guide to Electronic Shop Drawing Submittal. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with Section 00150.35 of the Standard Specifications, and the [ODOT Construction Manual, Chapter 16 – Working Drawings](#). Of the multiple copies of each shop drawing received from CC, Consultant shall:

- Maintain the as-submitted copies in the Project files

- Conduct review and prepare mark-up/comment copies of the shop drawing. Stamped Drawings must be signed and dated by the POR and marked as either RV = Reviewed, or RVC = Reviewed with Comment. Unstamped Drawings shall be marked as AP = Approved, AX = Approved as Noted, or RC = Returned for Correction
- Include construction contract number on all shop drawings

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Standard Specifications Section 00150.35:

- Traffic control plan (1)
- Concrete mixes (3)
- Planting Work Plans (1)
- Erosion Control Plan
- Pollution Control Plan
- Rebar shop drawings (3)
- Water materials
- Sewer materials
- Temporary Bridge
- Bridge Removal

Consultant shall prepare shop drawings for non-standard permanent signs in accordance with Standard Specifications Section 00940.03, and for steel sign supports in accordance with Section 00930.02. Based on field survey information, Consultant shall review and verify all new sign post lengths.

Assumptions for budgeting:

- A total of 30 submittals will be reviewed with an average time of 4 hours of staff time each.

Deliverables:

- Approved shop drawings with comments returned electronically

Task CE-13.5 Consultation during Construction

Consultant shall provide consultation and technical services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (“RFIs”.) The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project. Consultant shall engage the services of the POR on all matters involving design changes.

Assumptions for budgeting:

- A total of 10 RFI’s will be reviewed with an average time of 4 hours of staff time each.

Deliverable:

- Written documentation of responses to CC or City inquiries submitted to LAPM within 3 business days of inquiry unless other delivery date is agreed to by LAPM.

Task CE-13.6 Design Modifications

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with LAPM and POR prior to verbally agreeing on changes with CC or preparing the appropriate contract change order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the LAPM, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary contract change order documents (CCO, EWO) to make them a part of the construction contract.

Assumptions for budgeting:

- A total of 1 design modification will be completed, with 1 new plan sheet and associated specifications for a total of 25 hours of staff time

Deliverables:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to LAPM at date agreed to when work was requested.

Task CE-13.7 Claim(s) Support

Consultant shall provide support to City to review and respond to any and all claims submitted by the CC as specified in the Standard Specifications Section 00199 – Disagreements, Protests and Claims. Consultant tasks for claim(s) support may include but are not limited to:

- Prepare memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims.
- Provide consultation related to claims (in person, via telephone or email).
- Attend claim resolution meetings.
- Prepare a claim decision in conformance with the requirements of Standard Specifications Section 00199.40(b).

Assumptions for budgeting:

- This task assumes no more than fifty-four (54) hours for claim(s) support. Assume up to 1 claim, each requiring 3 staff to do 1 day of preparation and attend up to 1 all-day meeting for each claim plus Principal and PM reviews and clerical assistance.

Deliverables:

The deliverables for claim(s) support may include but are not limited to:

- Memoranda and supporting documentation (photo logs, inspection reports, memos, drawings, etc.) related to claims
- Claim decision that satisfies Standard Specifications Section 00199.40(b)

TASK CE-14 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE & WORK ZONE MONITORING AND INSPECTION

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall have a certified Inspector on site

during all critical times during the construction process. Consultant shall monitor the CC's quality control process for compliance with the construction Contract requirements.

Consultant shall conduct environmental inspection site visits during the construction phase of the Project to monitor and document compliance with the environmental permits and effectiveness of best management practices, avoidance and minimization measures, challenges encountered and corrective actions.

Consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspectors Manual and the construction contract documents. Accordingly, Consultant shall monitor the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Erosion Control installation and maintenance
- Turbidity Monitoring (if required)

Consultant shall coordinate and conduct on-site monitoring and inspections, so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the CC's schedule.

Task CE-14.1 Construction Activity Monitoring

Construction Activity Monitoring

Consultant shall monitor construction activities during construction of the Project utilizing Agency-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC's operation. Consultant shall work closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities.

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project.

Environmental Compliance and Mitigation Monitoring

Consultant shall:

- Conduct site environmental inspections site visits to assist in maintaining compliance with issued regulatory permits and the special provisions.
- Provide documentation of the construction process relative to this environmental compliance.
- Coordinate and schedule monitoring visits coincident with activities that have significant environmental components.
- Evaluate onsite conditions and construction techniques during environmental inspections site visits to assess compliance with Project permits, the Pollution Control Plan, the Erosion and Sediment Control Plan, proposed site rehabilitation measures, and general environmental conservation measures.
- Identify deficiencies and potential permit compliance issues and provide guidance to aid in avoiding potential regulatory agency involvement or violations.

In the event that deficiencies are noted, Consultant's Environmental Specialist shall immediately bring the deficiency to the attention of the LAPM and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

Consultant shall conduct up to 6 environmental inspection site visits and prepare brief construction environmental inspection report or monitoring memorandums summarizing site conditions and providing recommended measures to facilitate permit compliance and correct deficiencies.

Deliverables:

Construction Activity Monitoring

- General Daily Progress Reports – Completed each day Consultant is on-site and made available for review at Consultant's field office or home office. Originals submitted to City with final Project documentation submittal per task 16.3.
- Installation Sheets (Paynotes) with field notes, calculations, receipts, invoices, reports and other supporting documentation used to determine Project pay quantities – Completed as work is performed and processed monthly per task 13.2. Available for City review on request and submitted with final Project documentation per task 16.3.

Environmental Compliance and Mitigation Monitoring

- Reviewed CC-submitted Erosion Control Monitoring Reports (Form 734-2361) for compliance no later than 14 calendar days after each inspection site visit, maintained in the Project files and submitted with final Project documentation as defined in Task 16.3.
- Completed Consultant construction monitoring memorandums– If compliance issues are noted, document the deficiencies, recommendations and corrective action taken to correct deficiencies, submitted to LAPM within 5 business days after the monitoring site visit.

Assumptions for budgeting:

- This task assumes full time inspection during the CC's activities for 40 Weeks for one inspector at 45 hours per week. It also assumes 40 hours of environmental monitoring.

Task CE-14.2 Quality Control Monitoring (Non-Field Tested & Field Tested Materials)

Consultant shall document the work and Non-Field-tested materials incorporated into the Project.

Consultant shall monitor the CC's Quality Control (QC) program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents.

Consultant shall monitor the CC's QC Program. One or more Consultant staff shall perform the QCCS functions as defined in the QCCS Handbook and the Agency's Quality Assurance Program, which is in Section 2 of the ODOT Manual of Field Test Procedures. Consultant staff fulfilling the role of the QCCS shall be experienced in all areas of field testing and documentation and be certified by the Agency's Technician Certification Program for the specific tests being monitored.

Consultant shall:

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished, inspected by Consultant staff and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with Construction Contract requirements.
- Identify and monitor CC's quality control technicians and require proper and current certification(s), and require that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation and certified by ODOT's Technician Certification Program for the specific tests being monitored.
- Take appropriate action if CC's quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.

Deliverables:

- Field and non-field tested reports and certifications

TASK CE-15 CONSTRUCTION SURVEYING

Consultant's licensed Land Surveyor shall provide land surveying Services and deliverables that conform to all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following Oregon Revised Statutes (ORS):

- ORS Chapter 92 - Subdivisions and Partitions
- ORS Chapter 93 - Conveyancing and Recording
- ORS Chapter 209 - County Surveyors
- ORS Chapter 672 - Professional Engineers; Land Surveyors; Photogrammetrists; Geologists

Consultant's survey personnel shall perform all construction surveying tasks in accordance with the most recent version of the ODOT Construction Surveying Manual for Contractors (available online at:

<http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>)

as required to ensure conformance of the Project construction with the approved plans and specifications. Consultant shall provide qualified personnel to verify the Project is constructed to the lines and grades as shown, specified, or established.

The CC is responsible for all surveying required to construct the Project; this task is limited to quality assurance of their work.

Task CE-15.1 QA Survey

Consultant shall:

- Coordinate with LAPM and CC as needed to require compliance with and verify that the construction survey work completed by the CC for the Project is in conformance with the approved plans, specifications and applicable laws.
- Perform QA review of CC's survey data such as, but not limited to, office calculations and stake-out information. Provide memo indicating dates and times grade calculation checks were performed and the

results of the calculation checks along with copy of notification to CC on items not in compliance from calculation checks and when/what corrections were made.

- Perform QA review of CC's field survey work. Provide memo indicating dates and times the survey field checks of CC's survey work were performed and the results of the field checks along with copy of notification to CC on items not in compliance with approved construction plans and when/what corrections were made.
- Provide a map, digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points (from the construction contract plans) for use by the CC's surveyor.
- Prepare horizontal and vertical alignment print outs, construction grade data, including annotated cross sections (from the construction contract plans) for use by the CC's surveyor.

Assumptions for budgeting:

- This task assumes no more than three (3) site visits by a two-man survey crew for construction QA surveying.

Deliverables:

- Memo regarding grade calculation checks – Submit via email to CC with copy to LAPM within 5 business days of receipt of survey data from CC.
- Memo regarding survey field checks – Submit via email to CC with copy to LAPM within 5 business days of request.
- Map, digital ASCII file of the coordinates and field notes as applicable, of horizontal and vertical control points – Submit original to CC at the pre-construction or pre-survey meeting.
- Horizontal and vertical alignment print outs, construction grade data, including annotated cross sections – Submit original to CC at the pre-construction or pre-survey meeting.

TASK CE-16 PROJECT CLOSE-OUT

Consultant shall complete interim and final on-site inspections and submit all Project records required for final payment and Project acceptance.

Task CE-16.1 Final Inspection(s) & Submittals

Consultant shall attend a review of the Project at a time close to completion of on-site work. Consultant shall attend a Project Final Inspection with CC and City within 15 days after receiving notice from the CC that all punch list items, final trimming and cleanup according to Section 00140.90 have been completed. If additional construction items are identified, Consultant shall provide input to a punch-list of items to be corrected by the CC. Once the punch-list items have been corrected, Consultant shall meet at Project site with LAPM for a follow-up to the Final Inspection. Consultant shall organize and submit the final Project quality, quantity that was inspected by the consultant.

Deliverables:

- Comments for Project punch list to LAPM 5 business days following final walk thru.

- All final Project quality and quantity documentation – Original documents must be submitted to Local Agency within 90 calendar days after Final Project Acceptance
- All Project quality and quantity documentation related to plant establishment work – Original documents must be submitted to City within 14 calendar days after plant establishment work.

Task CE-16.2 As-Constructed Plans

Consultant shall prepare as-constructed plans in conformance with City standards, including updating the Cad drawings with the final as-built conditions.

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to the City.
- The submittal and distribution requirements are specified in the “Deliverables” section of this task.

Deliverables & Schedule.

Provide the City with 11x17 Paper copy and PDF As-Built drawings.

- For Review:
 - Submit As-Built in PDF format
- Upon Approval:
 - Provide full set As-Built in PDF, formatted as Highest Quality Print
 - One (1) paper As-Built plan set
 - Provide the As-Built with all external reference files and post construction survey in AutoCAD format

E.2 PROJECT SCHEDULE

Schedule Assumptions

The Project is scheduled for a November 16, 2022, bid opening. It is anticipated that the CC will receive NTP no later than December 2022. The interim construction completion is scheduled for November 30, 2023, and final completion is September 30, 2024 to facilitate remaining work in the IWWW.

ACRONYMS & DEFINITIONS

AASHTO	American Association of State Highway and Transportation Officials
Acceptance	In this WOC, “Acceptance” or “Accept” means that Agency has reviewed the deliverable(s) submitted by Consultant and finds the deliverable(s) submitted in reasonable compliance with WOC requirements. Agency Acceptance does not release Consultant from liabilities due to any Errors or Omissions with respect to Consultant’s Services and/or deliverables.
ODOT	Oregon Department of Transportation
APM	Agency’s Project Manager for CA/CEI Phase
CA	Contract Administrator
CA/CEI	Contract Administration/Construction Engineering and Inspection

CAGT	Certified Aggregate Technician
CAT I	Certified Asphalt Technician I
CAT II	Certified Asphalt Technician II
CBCI	Certified Bridge Construction Inspector
CC	Construction Contractor
CCO	Contract Change Order
CCT	Concrete Control Technician
CE	Construction Engineering
CEBT	Certified Embankment and Base Technician
CECI	Certified Environmental Construction Inspector
CDSI	Certified Drilled Shaft Inspector
CDT	Certified Density Technician
CGI	Certified General Inspector
Change Order	Contract Change Orders (CCO), Extra Work Orders (EWO)
CMDT	Certified Mix Design Technician
CPS	ODOT Contract Payment System
CSTT	Concrete Strength Testing Technician
CTSI	Certified Traffic Signal Inspector
CUF	Commercially Useful Function
DBE	Disadvantaged Business Enterprises
DRR	Documentation Review Report
EEO	Equal Employment Opportunity
EWO	Extra Work Order
FHWA	Federal Highway Administration
FIR	Field Inspection Report
HMAC	Certified Hot Mixed Asphalt Concrete Inspector
IA	Independent Assurance
IGA	Intergovernmental Agreement
Inspector	Representative of Consultant, with appropriate certifications, authorized to inspect and report on construction contract performance.
IQAP	Inspection Quality Assurance Program
LAPM	Local agency project manager
LPA	Local Public Agency (City of Oregon City)
LRFD	Load and Resistance Factor Design
NTE	Not to Exceed
NTP	Notice to Proceed
OCR	ODOT Office of Civil Rights
OJT	On-the-Job Training
ORS	Oregon Revised Statutes
PA	Price Agreement
PE	Preliminary Engineering
PM	Consultant's Project Manager for CA/CEI Phase
POR	Professional of Record
QA	Quality Assurance
QAC	Quality Assurance Coordinator
QA/CA Plan	Quality Assurance & Contract Administration Plan
QC	Quality Control
QCCS	Quality Control Compliance Specialist
RAS	Region Assurance Specialist

RFI	Request for Information
RFP	Request for Proposal
ROW	Right of Way
SFM	Survey Filing Map
SOW	Statement of Work
Standard Specifications	Oregon Standard Specification for Construction - current version in effect during CA/CEI phase for this Project
TP&DT	Temporary Protection & Direction of Traffic
WOC	Work Order Contract
WYDOT	Wyoming Department of Transportation

ATTACHMENT B

BREAKDOWN OF COSTS FOR SERVICES

The Breakdown of Costs (BOC) dated September 14, 2022 is not physically attached but incorporated into this amendment with the same force and effect as though fully set forth herein. A Copy of the final BOC has been provided to Consultant prior to WOC execution.

EXHIBIT A
 Summary of Estimate for Services
 DOWL, LLC
 Construction Engineering
DAYTON UTILITY BRIDGE
Project 2860.80185.01

<u>Direct Salary Cost</u>			
<u>Personnel</u>	<u>Hours</u>	<u>Rate of Pay</u>	<u>Estimated Cost</u>
Senior Manager III	400	\$ 255.00	\$ 102,000.00
Engineer VII	112	\$ 210.00	\$ 23,520.00
Engineer V	48	\$ 185.00	\$ 8,880.00
Engineer III	34	\$ 155.00	\$ 5,270.00
Field Project Representative IV	90	\$ 170.00	\$ 15,300.00
Project Controller	506	\$ 150.00	\$ 75,900.00
Environmental Specialist IX	10	\$ 230.00	\$ 2,300.00
Professional Land Surveyor X	30	\$ 195.00	\$ 5,850.00
CAD Drafter V	53	\$ 135.00	\$ 7,155.00
Survey Technician VII	50	\$ 130.00	\$ 6,500.00
Survey Technician VI	30	\$ 115.00	\$ 3,450.00
Engineer III	1,812	\$ 155.00	\$ 280,860.00
Environmental Specialist II	40	\$ 120.00	\$ 4,800.00
Field Project Representative IV	75	\$ 170.00	\$ 12,750.00
Total DOWL Hours	3,290		
DOWL Total Labor =			\$ 554,535.00

<u>Direct Nonsalary Costs</u>			
a. Mileage	\$ 6,012.50		
b. Travel and Per Diem	\$ -		
c. Reproduction Expenses	\$ -		
d. Equipment Rental	\$ -		
e. Communications	\$ 2,000.00		
f. Surveying Supplies & Expenses	\$ -		
g. Miscellaneous Office Expense	\$ -		
h. Plotter Copies	\$ -		
i. Other	\$ -		\$ 8,012.50
j. Outside Consultants			
Non-Contingency Total			
GeoEngineers	\$15,656.00		
Sub 2	\$0.00		
Sub 3	\$0.00		
Sub 4	\$0.00		
Total Estimate:			\$ 578,203.50
NON-CONTINGENCY TOTAL NOT TO EXCEED =			\$ 578,203.50

<u>Contingency Total</u>			
DOWL	\$0.00		
GeoEngineers	\$0.00		
Sub 2	\$0.00		
Sub 3	\$0.00		
Sub 4	\$0.00		
CONTINGENCY ESTIMATE =			\$ -

<u>Base + Contingency Total</u>			
DOWL	\$562,547.50	\$0.00	
GeoEngineers	\$15,656.00	\$15,656.00	
Sub 2	\$0.00		
Sub 3	\$0.00	\$0.00	
Sub 4	\$0.00	\$0.00	
TOTAL w/ Contingencies NOT TO EXCEED =			\$ 578,203.50
			\$ 15,656.00

RESOLUTION No. 2020/21-02
City of Dayton, Oregon

A Resolution of the City of Dayton Authorizing the City Manager to Sign a Professional Services Agreement with DOWL Engineering (formerly OBEC) to Assist the City with Preliminary Work Including Loan Applications for the Utility Bridge with Infrastructure Improvements.

WHEREAS, the CITY has planned and budgeted for the Utility Bridge with Infrastructure Improvements in the Sewer Utility Capital Fund; and

WHEREAS, the CITY has applied for a loan for the bridge mid-span replacement and sewer line upgrades through the State of Oregon Department of Environmental Quality's Clean Water State Revolving Fund (CWSRF); and

WHEREAS, the CWSRF Loan Application #26750-20 was accepted on the State of Oregon's Intended Use Plan and therefore DEQ intends to finance the project as described in the loan application; and

WHEREAS, the CITY has been invited to apply for funding of the waterline upgrade portion of the project through Business Oregon's Safe Drinking Water Revolving Loan Fund (SDWRLF); and

WHEREAS, the CWSRF and SDWRLF loan requirements are extensive and preliminary bridge engineering is needed to assist with the loan application process; and

WHEREAS, the CITY through a competitive selection process conforming to Oregon state procurements rules, previously selected OBEC to provide bridge engineering services including bridge repair and inspections for the CITY.

Therefore, the City of Dayton resolves as follows:

- 1) **THAT** the City Council does hereby approve and authorize the City Manager to sign the professional services agreement between the City of Dayton and DOWL for preliminary engineering services needed for the Utility Bridge with Infrastructure Upgrades Project. A copy of the agreement marked Exhibit 1 is attached hereto and incorporated herein; and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 8th day of September 2020.

In Favor: Collins, Holbrook, Mackin, Price, Sandoval-Perez, Wytoski
Opposed: None
Absent: Marquez
Abstained: None



Elizabeth Wytoski, Mayor



Date Signed

ATTEST:


Patty Ringnalda, City Recorder



Date of Enactment

Attachment: Exhibit 1 – Professional Services Agreement - DOWL

PROFESSIONAL SERVICES AGREEMENT

This Agreement made on the 9th day of September, 2020 ("Effective Date"),
between:

City of Dayton
416 Ferry Street, PO Box 339
Dayton, Oregon 97114
Rochelle Roaden, City Manager
503-864-2221

("City")

and

DOWL
4275 Commercial Street SE, Suite 100
Salem, Oregon 97302
503-589-4100

("Consultant")

Consultant agrees to provide professional services (a.k.a. "personal" services) to City pursuant to this Agreement. Such services are authorized by and subject to the terms and conditions of this Agreement.

The "Project": City of Dayton's Utility Bridge with Infrastructure Upgrades

Preliminary work to assist the City including loan applications for the Department of Environmental Quality (bridge and sewer portion) and Business Oregon (water portion) over the next twelve months.

Consultant has reviewed the City's description of the Project and has conducted initial inquiries with City regarding the Project. Consultant represents that Consultant is competent and willing to undertake professional services in connection with the Project and is capable of performing such professional services within the time allotted herein.

1. Consultant's Responsibilities

1.1. Consultant will provide professional services for City during all phases of the Project to which this Agreement applies, serve as the City's professional representative for the Project as set forth below, and will give professional consultation to City during the performance of services hereunder.

1.2. Consultant will provide all professional services customarily furnished and reasonably necessary within the Scope of Services set out at Exhibit A, attached. City and Consultant will develop a Project Schedule consistent with requirements of the Scope of Services and Consultant will complete each phase of the services in accord with the Schedule. Subconsultants, if any, may only be used with City's prior written consent. Consultant will contract directly with and will pay such subconsultants. City has no obligation to pay any subconsultants.

1.3. Consultant will pay all royalties and license fees which may be due by reason of materials or methods employed by Consultant or its subconsultants or by reason of the necessary inclusion of protected materials or methods in the Project as designed except to the extent such materials or methods are included with the informed consent or at the direction of City. Consultant will defend all suits or claims for infringement of patent, trademark, or copyright for which Consultant is responsible pursuant to this paragraph, which may be brought against City, and Consultant will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

1.4. Consultant will not be relieved of responsibility for errors or omissions or other defects in plans and specifications or any other documents prepared by Consultant for City's review and approval.

1.5. Consultant will keep any real property involved in the Project free from all liens by reason of its services and will defend, indemnify and hold harmless City from the operation and effect of any such lien or encumbrance that may be claimed by any person by reason of Consultant's services. If Consultant fails to remove any lien or adjust any other claim relating to Consultant's services, by bonding or otherwise, City may, without recourse by Consultant, pay the lien or claim and charge such payments, with costs incurred, to Consultant.

1.6. All services provided by Consultant will be performed in a prompt manner and will be in accordance with the professional standards of care and diligence applicable to such services performed by recognized firms in the locale and on the type of project contemplated at the time such services are performed. Consultant will be responsible for all services provided whether such services are provided directly by Consultant or by subconsultants engaged by Consultant. Consultant will make all decisions called for promptly and without unreasonable delay.

1.7. Consultant will perform only the services authorized. Additional services will be compensated only as authorized in writing by City. To the extent services are made necessary by any fault or error of Consultant in the performance of Consultant's duties, responsibilities, or obligations, the services will not be compensated.

1.8. Consultant will maintain all documents, books, papers, recordings and all other records, including any in digital format, arising out of or related to this Agreement for a period of five (5) years after completion or abandonment of the Project. Such records will be made available, in full, to City upon reasonable notice.

1.9. If applicable, Consultant will designate a representative fully knowledgeable about the Project with the authority to carry out Consultant's duties under this Agreement.

1.10. Consultant will furnish City its IRS-designated employer identification number or its social security number if it does not have an employer identification number.

1.11. Consultant will not provide any comments, information, press releases or opinions to representatives of newspapers, magazines, television and radio stations, weblogs or any other news medium on the Project without City's prior written consent.

1.12. Consultant will give prompt written notice to City if Consultant becomes aware of, or forms a belief regarding, actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement, or with any federal, state or local law, regulation or ordinance, or has any objection to any decision or order made City with respect to Consultant's duties under this Agreement. Any delay or failure on the City's part to provide a written response to Consultant will not be deemed an endorsement of Consultant's notice and will not constitute a waiver of any of City's rights.

1.13. Any employee of Consultant will be paid at least time and a half for all time worked in excess of 40 hours in any one week, other than a person excluded from overtime pursuant to ORS Chapter 653 or United States Code Title 29.

1.14. Consultant will promptly pay, as due, all persons supplying labor or material for the performance of its work under this Agreement.

1.15. Consultant will pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of its work under this Agreement.

1.16. Consultant will pay to the Department of Revenue all sums withheld from employees under ORS 316.167. Consultant represents and warrants that it has complied with all applicable Oregon tax laws, including all taxes imposed by Oregon local governments, and will continue to do so during the term of this Agreement.

1.17. Consultant will promptly pay, as due, all persons or entities furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to Consultant's employees, those sums that Consultant agrees to pay for those services and all moneys and sums that Consultant collected or deducted from its employees' wages under any law, contract or agreement for the purpose of providing or paying for the services.

1.18. Consultant is an employer subject to Oregon's workers compensation laws and will comply with ORS 656.017, or Consultant will promptly demonstrate to City's satisfaction that it is exempt from such law in accordance with ORS 656.126.

1.19. Consultant represents and warrants that it has the power and authority to enter into and perform under this Agreement.

1.20. If the amount of the Agreement exceeds \$10,000 and the Consultant is not domiciled in or registered to do business in Oregon, the Consultant shall provide the Oregon Department of Revenue all information required by that Department.

1.21. Consultant shall ensure that its employees have identifying uniforms or other designation of identity (ID badge, clothes with Consultant logo) while on City property.

1.22. Consultant is responsible for transportation of any individuals working for it on the Project to and from the Project site.

2. City's Responsibilities

2.1. City will designate a representative fully knowledgeable about the project and with the authority to review and approve all project work.

2.2. City will furnish Consultant with information regarding requirements for the project, including programs setting forth City's objectives, schedules, constraints and criteria.

2.3. City will render its own decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services.

2.4. City will furnish Consultant with all information in its possession regarding the project.

3. Drawings and Specifications

3.1. Construction or Project drawings and specifications, if any, or other construction documents submitted by Consultant to City, or to any trade contractors or others for bidding or negotiation, will be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations and laws, except to the extent expressly and specifically otherwise stated in detail in writing by Consultant at the time of such submission. By submitting such documents for construction or bidding purposes, Consultant represents that Consultant has informed City of any tests, studies, analyses or reports which are necessary or advisable to be performed by or for City at that time.

3.2. Consultant will assign all original project-related designs, drawings, specifications and other construction documents, if any, to City upon completion or termination of services under this Agreement.

3.3. All copies of drawings, specifications, or other Construction Documents designated as deliverables, if any, provided to City will become the property of City who may use them without Consultant's permission for any proper purpose relating to the Project,. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and

DOWL's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore

3.4. If applicable, Consultant will provide one set of reproducible record drawings, which are the revised construction drawings, which reflect the construction as completed. The revisions will be based on observations of Consultant made to verify actual construction.

4. Payments to the Consultant

4.1. For the period of this Agreement, Consultant agrees to provide services at the rates set forth at Exhibit B, attached, subject to the terms of this Agreement. Consultant's labor rates include, but are not limited to labor costs; taxes including FICA, state, local, social security/old age, unemployment insurance, worker's compensation insurance, and state disability insurance (if required); benefits including holiday, vacation, sick and personal absence pay, pension, medical, dental, wellness programs, company provided vehicles, and company provided tools; overhead including corporate insurance, office space and expense, computer equipment, software, plotters and printers, non-project specific support services, nonbillable time, and corporate management and expenses; and profit.

4.2. For reimbursable expenses authorized under this Agreement, City will reimburse Consultant at the rate specified. For unscheduled reimbursement items, Consultant will be reimbursed at Consultant's direct cost without markup.

4.3. The maximum amount payable under this Agreement is \$25,000. Consultant will not be compensated for the cost of services provided in excess of the maximum amount payable unless authorized by written scope change.

4.4. Consultant will provide City with monthly statements of authorized services rendered and authorized reimbursable expenses incurred in the preceding month. Consultant expressly waives any right to payment for services rendered if such services are not billed within sixty (60) days following their rendition.

4.5. Consultant's invoices will include a summary of services provided; a summary of reimbursable expenses; and a summary of authorized additional services, all in accordance with the compensation provisions of this Agreement, as well as an estimate of the percent of services completed as of the invoice date.

4.6. Invoices for reimbursable expenses will be accompanied by supporting documentation.

4.7. Invoices for authorized additional services will outline and identify the services performed and by whom, the number of hours each person worked, and the applicable pay rates.

4.8. Payments will be made monthly for services performed and invoiced.

4.9. Consultant's billing records, which include timesheets, rate schedules, and invoices necessary to support invoices for time and materials, additional services, and expenses will be maintained current by Consultant according to generally recognized accounting principles and will be maintained for a period of two (2) years following completion or abandonment of the project.

Such records will be available to City for inspection, copying and/or audit during normal business hours.

5. Inspection and Acceptance

The Project shall be subject to inspection by City. Should the quality of the work done on the Project not be satisfactory to City, City will provide notice of the defects and a cure date by which Consultant shall have corrected any defective work. If the Consultant does not comply, City shall have the ability terminate this Agreement.

6. Term/Termination

6.1. The expiration date of this Agreement is September 9, 2021 unless otherwise amended or terminated as set forth in this Agreement.

6.2. City may terminate this Agreement for convenience and without cause by giving written notice of such termination to Consultant. Upon receipt of such notice, Consultant will immediately cease further performance except that Consultant may perform such services and incur such reimbursable expenses as are reasonably necessary to preserve work that has been completed or is in progress and to achieve an orderly termination. Upon such termination, City will pay Consultant, pursuant to the payment provisions of this Agreement for all authorized services or reimbursable expenses up to the date established in the notice of termination. Authorized reimbursements will include those costs necessarily and reasonably incurred by Consultant for organizing and carrying out the termination. City will not be obligated to reimburse Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments.

6.3. Within a reasonable time after termination of this Agreement or of any Exhibit A work, Consultant will deliver to City all materials and equipment and documentation, including raw or tabulated data and work in progress upon payment pursuant to paragraph 5.1 above.

6.4. Termination of this agreement by City will not constitute a waiver or termination of any rights, claims, or causes of action City may have against Consultant under this Agreement.

6.5. Upon a determination by a court or an arbitrator that any termination by City of Consultant or its successor in interest was wrongful, such termination will be deemed converted to a termination for convenience as set forth above and Consultant's remedy will be so limited.

7. Insurance

7.1. Consultant will maintain throughout the period of this Agreement, as extended from time to time, and for a period of two (2) years after completion of the Project, the following minimum levels of insurance:

- (a) Workers' compensation coverage as required by law.
- (b) Employer's liability with limits of not less than \$1 million per occurrence.

- (c) Comprehensive general liability for damages as a result of death or bodily injury to any persons or destruction or damage to any property with limits of not less than \$1 million per occurrence.
- (d) Comprehensive automobile liability insurance for at least \$1 million per occurrence.
- (e) Errors and omissions insurance with limits of not less than \$1 million. Consultant will require that any subconsultants engaged or employed by Consultant carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered by such subconsultant.

7.2. Consultant's insurance will be primary and any insurance carried by City will be excess and noncontributing. The general liability coverage will name City as additional insureds and will contain a severability of interest clause. Workers' compensation coverage will contain a waiver of subrogation in favor of City. All required coverage will be with companies rated A-/V or better by A.M. Bests Rating Service and will provide City with thirty (30) days' notice of material change, expiration, or cancellation.

7.3. Prior to commencement of any services under this Agreement, Consultant will furnish City with Certificates of Insurance and endorsements evidencing coverage and provisions as required. In the event Consultant fails to maintain insurance as required, City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Consultant.

8. Compliance with Applicable Law

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Services under the Agreement.

7.1 Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement and incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated:

7.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;

7.1.2 Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;

7.1.3 the Americans with Disabilities Act of 1990, as amended;

7.1.4 Executive Order 11246, as amended;

7.1.5 the Health Insurance Portability and Accountability Act of 1996;

7.1.6 the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;

7.1.7 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;

7.1.8 ORS Chapter 659, as amended;

7.1.9 all regulations and administrative rules established pursuant to the foregoing laws; and

7.1.10 all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations.

7.2 City's performance under the Agreement is conditioned upon Consultant's compliance with the provisions of ORS 279B.020, ORS 279B.220, 279B.225, 279B.230, and 279B.235 which are incorporated by reference herein.

9. Security Check

Consultant agrees that each of its employees, subconsultants' employees, and other individual involved in the Project may at the option of City be subject to a background/security check at any time through the Yamhill County Sheriff's Department or other designated agency. City retains the right to require immediate removal of any individual. Notwithstanding the foregoing, Consultant, not City is solely responsible for performing background checks on and screening for public safety for all individuals working for Consultant on the Project and to the extent allowed by law shall provide such screening information to City upon request.

10. Delay

Neither party will be responsible to the other for its failure to perform on time when such failure is due to causes beyond the party's reasonable control such as acts of God, fire, theft, war, riot, pandemics or epidemics, embargoes, or acts of civil or military authorities. If Consultant's services are delayed by such contingencies, Consultant will immediately notify City in writing and City may either (1) extend time of performance, or (2) terminate the uncompleted portion of Consultant's services at no cost to City.

11. Independent Contractor

Consultant is an independent contractor and is entitled to no compensation other than the compensation expressly provided by this Agreement. Nothing in this Agreement will be construed as forming a partnership, agency or joint venture between the parties. As an independent contractor, Consultant is not entitled to indemnification by City or the provision of a defense by City under the terms of ORS 30.285. This acknowledgement does not affect Consultant's independent ability (or the ability of its insurer) to assert the monetary limitations, immunities or other limitations affecting a claim made under the Oregon Tort Claims Act.

12. Notices

Any notice required under this Agreement will be deemed properly given if directed by prepaid mail, certified return receipt requested, or delivered in hand to the parties at the address as specified on the face page of this Agreement.

13. Indemnity

Consultant is responsible for all liability to the extent caused by or the performance of work pursuant to this Agreement. Consultant will indemnify and hold City, its elected officials, directors, employees, and agents harmless from and against all liability, losses, costs, settlements and reasonable expenses in connection with any action, suit or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, activities or services in the course of performing under this Agreement. Consultant's defense obligations under this indemnity paragraph mean only the reimbursement of reasonable defense costs to the proportionate extent of Consultant's actual liability obligation hereunder.

14. Mediation/Litigation

If any dispute arises between the parties to this Agreement, the dispute will be submitted to mediation prior to any litigation. No claim or dispute arising under this Agreement may proceed to litigation if the parties have not first mediated that claim or dispute. Mediation will be conducted in Yamhill County, Oregon. The parties will attempt to select a mediator within 30 days of a party's request for mediation. If the parties fail to agree on a mediator, a mediator will be appointed by the presiding judge of the Yamhill County Circuit Court upon a party's request. The mediator's fees and expenses will be shared equally by the parties. Each party will bear its own attorney fees.

Any litigation arising out of or related to this Agreement will be tried to the court without a jury. Each party will bear its own fees, costs and expenses related to any litigation, including attorney fees.

15. Governing Law

This Agreement and all services performed hereunder will be interpreted under the laws of the State of Oregon without respect to conflict of laws principles. The exclusive venue for any lawsuit or action will be in Yamhill County, Oregon. Consultant consents to the personal jurisdiction of the Circuit Court for the State of Oregon, Yamhill County.

16. Assignment

Neither party shall assign any rights nor delegate any responsibilities it has under this Agreement without the other party's prior written approval.

17. Severability

If any term, condition or provision of this Agreement or the application thereof to any circumstance is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement will not be affected but will instead remain valid and fully enforceable.

18. Article Headings

All article headings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

19. Waiver

No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

20. No Third-Party Beneficiaries

This Agreement confers no rights or benefits on any third party.

21. Entire Agreement

This Agreement signed by both parties and so initialed by both parties in the margin opposite this paragraph constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by City or City's agents that differ in any way from the terms of this written Agreement will be given no force and effect. This Contract will be changed, amended, or modified only by written instrument signed by both City and Consultant. This Agreement will not be modified or altered by any course of performance by either party.

CITY OF DAYTON

CONSULTANT
[CONSULTANT NAME]

By: *Rochelle Proden*
Title: *City Manager*

By: *Janet Truong*
Title: *Project Manager*



September 4, 2020

Rochelle Roaden
City Manager
City of Dayton
416 Ferry Street
Dayton, Oregon 97114

**Subject: City of Dayton Funding Support
DOWL Project No. 2860.80118**

Dear Rochelle:

As requested, DOWL LLC is happy to assist the City as they prepare loan applications for the Department of Environmental Quality and Business Oregon for funding to replace the main span of the City's utility and pedestrian bridge.

Scope of Work

Task 1 – Loan Application Support

Consultant shall work to assist the City, including consultation for loan applications for the Department of Environmental Quality (bridge and sewer portion) and Business Oregon (water portion) for the City's utility and pedestrian bridge.

Services may include:

- Project Management
- Prepare invoices
- Prepare up to 3 exhibits
- Prepare up to 2 cost estimates
- Review up to 2 loan applications and provide comments

Services not included are:

- Preparation of design documents
- Engineering calculations
- Preliminary design work including survey, permitting fieldwork, geotechnical explorations, cultural resources or hazardous materials survey
- Permit applications

Schedule

Notice to proceed is assumed to be September 15, 2020. It is assumed all tasks will be completed by September 30, 2021.

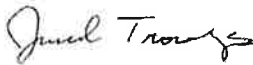
Rochelle Roaden
City of Dayton
September 4, 2020
Page 2 of 2

Estimated Fee

Consultation and loan application support will be provided as detailed in Task 1 on a time and materials basis up to the not to exceed (NTE) amount of \$25,000. The approved fee will not be exceeded without prior written authorization. DOWL's 2020-2021 billing rates are included in Exhibit B. Any changes to the scope of work, whether requested by the City or due to other circumstances, will be documented in writing and promptly communicated.

We trust this proposal provides you with the information required for the Funding Support Services Agreement and hope it meets with your approval. If you have any questions, please do not hesitate to contact me.

Sincerely,



Jared Trowbridge, PE
Project Manager

EXHIBIT B



Effective July 1, 2020 through June 30, 2021

OREGON FEE SCHEDULE

Personnel Billing Rates

Personnel are identified on our invoices by name and/or labor category.

Description	Rate	Description	Rate
Accounting Manager	\$155	Engineer VI	\$180
Accounting Technician	\$85	Engineer VII	\$190
Administrative Assistant	\$70	Engineer VIII	\$195
Administrative Manager	\$95	Engineer IX	\$215
Biologist I	\$100	Engineer X	\$230
Biologist II	\$110	Engineering Technician I	\$80
Biologist III	\$120	Engineering Technician II	\$90
Biologist IV	\$130	Engineering Technician III	\$100
Biologist V	\$175	Engineering Technician IV	\$115
CAD Drafter I	\$75	Engineering Technician V	\$130
CAD Drafter II	\$90	Engineering Technician VI	\$145
CAD Drafter III	\$100	Environmental Specialist I	\$90
CAD Drafter IV	\$110	Environmental Specialist II	\$105
CAD Drafter V	\$120	Environmental Specialist III	\$110
Civil and Transportation Designer	\$95	Environmental Specialist IV	\$135
Contract Administrator I	\$130	Environmental Specialist V	\$150
Contract Administrator II	\$155	Environmental Specialist VI	\$170
Corporate Development Manager	\$180	Environmental Specialist VII	\$180
Crew Chief I	\$90	Environmental Specialist VIII	\$190
Crew Chief II	\$100	Environmental Specialist IX	\$215
Crew Chief III	\$105	Environmental Specialist X	\$225
Crew Chief IV	\$115	Field Project Representative I	\$100
Crew Chief V	\$125	Field Project Representative II	\$110
Cultural Resources Specialist I	\$90	Field Project Representative III	\$140
Cultural Resources Specialist II	\$105	Geologist I	\$100
Cultural Resources Specialist III	\$115	Geologist II	\$110
Cultural Resources Specialist IV	\$135	Geologist III	\$120
Cultural Resources Specialist V	\$165	Geologist IV	\$140
Document Production Supervisor	\$120	Geologist V	\$165
Engineer I	\$95	GIS Technician	\$75
Engineer II	\$110	GIS Specialist	\$90
Engineer III	\$135	GIS Coordinator	\$140
Engineer IV	\$155	Graphics Designer	\$120
Engineer V	\$165	Inspector I	\$90



Inspector II	\$100
Inspector III	\$105
Inspector - Supervisor	\$130
Intern I	\$60
Intern II	\$75
Laboratory Supervisor	\$80
Laboratory Manager	\$95
Landscape Architect I	\$100
Landscape Architect II	\$115
Landscape Architect III	\$130
Landscape Architect IV	\$145
Landscape Architect V	\$160
Landscape Architect VI	\$170
Landscape Architect VII	\$180
Landscape Planner	\$105
Landscape Designer	\$85
Lead Materials Technician	\$85
Marketing & Administrative Manager	\$180
Marketing Assistant	\$75
Marketing Coordinator	\$125
Materials Technician	\$65
Materials Technician II	\$75
Materials Manager	\$100
Planner I	\$90
Planner II	\$105
Planner III	\$130
Planner IV	\$150
Planner V	\$160
Planner VI	\$170
Planner VII	\$180
Planner VIII	\$190
Planner IX	\$210
Planner X	\$250
Professional Land Surveyor I	\$90
Professional Land Surveyor II	\$100
Professional Land Surveyor III	\$110
Professional Land Surveyor IV	\$120
Professional Land Surveyor V	\$130
Professional Land Surveyor VI	\$135
Professional Land Surveyor VII	\$145

Professional Land Surveyor VIII	\$155
Professional Land Surveyor IX	\$170
Professional Land Surveyor X	\$190
Project Assistant I	\$85
Project Assistant II	\$100
Project Administrator	\$100
Project Controller	\$125
Project Manager I	\$125
Project Manager II	\$140
Project Manager III	\$155
Project Manager IV	\$165
Project Manager V	\$185
Project Manager VI	\$200
Project Manager VII	\$215
Proposal Manager	\$110
Public Involvement Assistant	\$85
Public Involvement Planner	\$105
Public Involvement Coordinator	\$115
Public Involvement Program Manager	\$170
Real Estate Services Manager	\$150
Right of Way Assistant	\$85
Right of Way Agent I	\$95
Right of Way Agent II	\$110
Right of Way Agent III	\$125
Right of Way Agent IV	\$135
Right of Way Agent V	\$150
Right of Way Agent VI	\$185
Risk Manager	\$170
Senior CAD Drafter	\$135
Senior Civil and Transportation Designer	\$140
Senior Manager I	\$200
Senior Manager II	\$220
Senior Manager III	\$230
Senior Manager IV	\$265
Senior Manager V	\$275
Senior Manager VI	\$295
Senior Materials Technician	\$85
Senior Proposal Manager	\$155
Survey Crew Surveyor I	\$60
Survey Crew Surveyor II	\$70



Survey Crew Surveyor III	\$80	Survey Technician VI	\$105
Survey Crew Surveyor IV	\$90	Survey Technician VII	\$110
Survey Crew Surveyor V	\$100	Survey Technician VIII	\$120
Survey Technician I	\$55	Survey Technician IX	\$140
Survey Technician II	\$65	Survey Technician -- Supervisor	\$120
Survey Technician III	\$75	Systems Administrator	\$125
Survey Technician IV	\$85	Technical Coordinator	\$150
Survey Technician V	\$95		

Survey Crews

One-Person Survey Crew	=	\$120/hour
One-Person Survey Crew GPS/ Robotics	=	\$130/hour
Two-Person Survey Crew (Non-GPS)	=	\$160/hour
Two-Person Survey Crew	=	\$180/hour
Two-Person Survey Crew GPS/ Robotics	=	\$190/hour
Two-Person Survey Crew (PLS + LSIT)	=	\$225/hour
Three-Person Survey Crew	=	\$260/hour

Travel, Mileage, & Miscellaneous

Lodging	=	Cost per night
Airfare	=	Cost
Vehicle Usage – Passenger Cars	=	0.85/mile
Vehicle Usage – Trucks & SUV's	=	1.05/mile
Printing/Supplies/Phone/Fax/Postage	=	Note 3
In-House Usage Charges	=	Note 4

Per Diem

Unless otherwise specified contractually, per diem will be billed when travel is more than 50 miles from the office during a meal allowance period of three or more consecutive hours or involves an overnight stay. The three meal allowance periods are breakfast (midnight to 10 am), lunch (10 am – 3 pm) and dinner (3 pm to midnight).

	Breakfast	Lunch	Dinner	Incidentals	GSA Per Diem Rate
Bend	\$14.00	\$16.00	\$26.00	\$5.00	\$61.00
Portland	\$16.00	\$17.00	\$28.00	\$5.00	\$66.00
Eugene	\$14.00	\$16.00	\$26.00	\$5.00	\$61.00
Lake Oswego	\$13.00	\$15.00	\$23.00	\$5.00	\$56.00
Medford	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00
Salem	\$13.00	\$14.00	\$23.00	\$5.00	\$55.00

All other cities not listed above, please use the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Please use the following link for the meal breakdown: <https://www.gsa.gov/travel/plan-book/per-diem-rates/meals-and-incidentals-expenses-mie-breakdown>

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Approval of Resolution 22/23-04 Public Works Design Standards Update No.
Date: 13 October 17, 2022

Background and Information

The revisions and clarifications in this update are mainly for housekeeping, regulatory items, etc. This includes clarification issues that have come up during development projects, as well as clarification items that came up on projects with Westech Engineering’s other City & District clients. No major changes are included.

Due to the size of the redlined version, it is not included in the agenda packets. All revisions are included in the redline format provided for the Council for review at <https://spaces.hightail.com/receive/qc5Ta00Jho>

Denny Muchmore will be at our meeting to answer any questions the Council may have.

Relevant Council Goal: Goal A - Develop and maintain infrastructure to support operations and meet growth.

City Manager Recommendation: I recommend approval Resolution 22/23-04.

Potential Motion to Approve: “I move approval of Resolution 22/23-04 a Resolution adopting Public Works Design Standards Update No. 13.”

Council Options:

- 1 – Approve Resolution 22/23-04 as recommended.
- 2 – Approve Resolution 22/23-04 with amendments.
- 3 – Take no action and direct staff to do further research or provide further options.

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**RESOLUTION No. 22/23-04
CITY OF DAYTON, OREGON**

A Resolution Adopting Public Works Design Standards Update No. 13

WHEREAS, on October 6, 2006, the Dayton City Council adopted Resolution #06/07-11, A Resolution Adopting City of Dayton Public Works Design Standards (hereafter called “Standards”), and amended on February 5, 2007, by Resolution #06/07-27, A Resolution Adopting Public Works Design Standards Update No. 1; and on January 7, 2008, by Resolution #07/08-17, A Resolution Adopting Public Works Design Standards Update #2; and Resolution 07/08-31, A Resolution Adopting Public Works Design Standards Update #3; and Resolution 09/10-31, A Resolution Adopting Public Works Design Standards Update #4; and Resolution 12/13-35, A Resolution Adopting Public Works Design Standards Update #5; and Resolution 13/14-5, A Resolution Adopting Public Works Design Standards Update #6; and Resolution No. 15/16-10 A Resolution Adopting Public Works Design Standards Update #7; and Resolution No. 17/18-9 A Resolution Adopting Public Work Design Standards Update #8; and Resolution No. 19/20-2 A Resolution Adopting Public Work Design Standards Update #9; and Resolution No. 19/20-19 A Resolution Adopting Public Work Design Standards Update #10; and Resolution No. 20/21-12 A Resolution Adopting Public Work Design Standards Update #11; and Resolution No. 21/22-29 A Resolution Adopting Public Work Design Standards Update #12; and

WHEREAS, the Standards are subject to change as both the City’s needs change and the industry standards change, or if errors are discovered in the document; and

WHEREAS, certain information in the Standards needs to be updated or changed.

The City of Dayton resolves as follows:

- 1) **THAT** Update No. 13 to the City of Dayton Public Works Design Standards, (attached hereto as Exhibit A and by this reference incorporated herein) is hereby adopted; and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

ADOPTED this 17th date of October 2022.

In Favor:

Opposed:

Absent:

Abstained:

Elizabeth Wytoski, Mayor

Date of Signing

ATTESTED BY:

Patty Ringnalda, City Recorder

Date of Enactment

Attachment - Exhibit A

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To: Honorable Mayor and City Councilors
From: Rochelle Roaden, City Manager
Issue: Park Improvement Projects Survey Discussion
Date: October 17, 2022

History/Background

At the October 3rd City Council Meeting, the Council reviewed a comparable parks projects list that staff provided. The City Council is wanting to hear input from the Dayton residents and requested staff bring back a survey draft for your review. This draft is attached.

I have also attached the email notification that will be sent for the survey. It is bilingual. The survey taker, when they click on the survey link to start, will have the option to translate the survey into Spanish by clicking a dropdown menu in the top right corner of the survey window. The City could also send out separate surveys – one in English and one in Spanish if the Council feels that would be better received.

Comparable Park Improvement Projects:

- 1) Splash Pad (see attached designs)
 - a. Flow Through = \$250,000
 - b. Recirculating = \$400,000
 - c. Maintenance (Annual after first few years) = \$30,000
- 2) Installation of ADA Rubber Filled Playgrounds
 - a. Courthouse Square Park (5,382 sq feet) = \$90,000
 - b. 11th Street Park (4,206 sq feet) = \$75,000
 - c. Maintenance – replacement every 7-10 years due to deterioration from sun and outside elements.
- 3) Picnic Shelters with Concrete pads
 - a. Alderman Park
 - i. (16' x 28') = \$15,000
 - ii. (16' x 24'') = \$13,000
 - b. 11th Street Park
 - i. (16' x 28') = \$15,000
 - ii. (16' x 24'') = \$13,000
- 4) Bathrooms
 - a. Alderman, 11th Street, and Legion Field - \$60,000 each (the city currently pays monthly rental fees for 11th Street and Legion Field)
- 5) Skate Park
 - a. \$50 to \$75 per square foot (approximate cost today)
 - i. 6000 square foot skate park = \$300,000
 - ii. 3000 square foot skate park = \$150,000

- 6) Basketball Court Upgrades
 - a. Courthouse Square Park – 29' x 64' = \$26,000 for new concrete court
 - b. 11th Street Park – 25' x 50' = \$20,000
- 7) Dayton Landing Park – save the funds to be used to help acquire the Dayton Landing Park from the County

Parks Project Survey

1. The Dayton City Council is looking for your input. The Parks Capital Fund currently has Transient Lodging Tax (TLT) Revenue to be used on park improvement projects. Following is a list of park improvement projects that the City Council is considering. Some projects can be completed in the short term (1-5 years) while others will required additional revenue and would be completed in the long term (5-10 years). Please prioritize the projects listed below

- Installation of ADA rubber mats under playground equipment at Courthouse Square Park (Short Term)
- Installation of ADA rubber mats under playground equipment at Andrew Smith Park (Short Term)
- Picnic Shelters at Alderman and Andrew Smith Parks (Short Term)
- Permanent Bathroom Facilities at Alderman Park, Legion Field, and Andrew Smith Park (Short Term)
- Upgrading the basketball courts and lighting at Andrew Smith Park and Courthouse Square Park (Short Term)
- Splash Pad (Long Term)
- Skate Park (Long Term)
- Saving Park Improvement Project funds to help acquire/improve Dayton Landing Park (Long Term)

2. If you would like to suggest a different park improvement project or have other comments for the City Council, please comment below.

Done

From: cityofdayton@ci.dayton.or.us via SurveyMonkey
To: [Rochelle Roaden](#)
Subject: Your Opinion Matters! ¡Tu opinion importa!
Date: Thursday, October 13, 2022 4:32:21 PM

Parks Project Survey / Encuesta sobre proyectos de parques

The Dayton City Council is conducting a survey and your input would be appreciated. Click the button below to start the survey. Thank you for your participation!

El Concejo Municipal de Dayton está realizando una encuesta y agradecería su opinión. Haga clic en el botón de abajo para iniciar la encuesta. ¡Gracias por su participación!

[Begin Survey](#)

Please do not forward this email as its survey link is unique to you.
[Privacy](#) | [Unsubscribe](#)

Powered by

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Certified: 7022 0410 0002 3403 2628

Oct. 5, 2022

Rochelle Roaden
PO Box 339
Dayton, OR 97114

Re: Department Order Approving the City of Dayton Nonpoint Source Mercury TMDL Implementation Plan

Dear Rochelle Roaden,

The Oregon Department of Environmental Quality approves the City of Dayton Total Maximum Daily Load Implementation Plan (the "Plan") received on August 24, 2022. The City's Plan meets the implementation plan criteria as outlined in OAR 340-042-0080 and DEQ's 2019 *Revised Mercury TMDL Water Quality Management Plan*.

This approved Plan outlines the actions for minimizing mercury and sediment inputs into surface waters from those areas where the City has jurisdiction to reduce mercury and sediment in the Willamette Basin in order to protect people who regularly eat fish and shellfish from streams and lakes across the basin.

The City must report on Plan implementation in order to document that the Plan is being implemented to restore and protect water quality in the Willamette Basin. To adequately fulfill the reporting and implementation requirements of the revised Mercury TMDL the City of Dayton must:


1. Begin Plan implementation on Sept. 3, 2022.
2. Implement the best management practice activities it has proposed in the updated Plan.
3. Consult DEQ for approval on any changes to the Plan activities and timelines in advance.
4. Monitor, document, and report on progress in implementing the provisions of the Plan:
 - a. Submit annual reports to the Department by Dec. 1 each year. Reports should cover the previous months of implementation for November 1 through October 31.
 - b. Submit complete reports. Reports must contain sufficient information to enable the Department to assess reporting metrics, measurable goals, compliance with the provisions of the Plan, progress, and delays and challenges, towards implementing the Plan for meeting the TMDL load allocation.
5. TMDL implementation is an iterative process that continues every five years. The fifth report submittal, due on Dec. 1, 2027, must document 1 & 2 above and include information on the following:
 - a. A comprehensive review of overall Plan implementation progress over the previous years (September 3, 2022, through October 31, 2027).

- b. Evaluation, in consult with DEQ, to determine whether strategies, timelines, or other components of the Plan are adequate for the next five-year timeline.
- c. Submittal of an update to the Plan for approval by the Department if evaluation determined Plan and/ or effectiveness of management strategies are inadequate for meeting the TMDL load allocations. At a minimum, update the five-year timeline for the continuation of implementation effective October 31, 2027.

The TMDL, WQMP, Department approved TMDL Implementation Plan, and the deadlines and requirements established by this letter are enforceable orders. Failure to implement or timely implement the approved Plan is therefore an enforceable violation. The City's reporting on implementation is the mechanism to document the City is implementing the terms and conditions of the above- mentioned orders and failure to report is also an enforceable violation. Compliance with the approved Plan is considered compliance with the TMDL.

The Department endeavors to assist you in your implementation efforts. Please do not hesitate to contact your basin coordinator if you have questions about TMDL implementation:

Grace Goldrich-Middaugh
Grace.goldrich-middaugh@deq.oregon.gov
541-972-5520
DEQ, Western Region
165 E. 7th Ave., Suite 100, Eugene OR. 97401



Heather Tugaw
Water Quality Manager DEQ, Western ec: Rochelle Roaden, City Manager

DEQ file/BC – grace.goldrich-middaugh@deq.oregon.gov

The McMinnville Interim Mayor and City Council cordially invite you to attend the November 2022 Yamhill County/City Dinner hosted by the City of McMinnville

Thursday, November 10, 2022
6:30 pm - Social Hour
7:00 pm - Dinner & Presentations

The Bindery Event Space
610 NE 4th Street
McMinnville, Oregon

Menu:

Appetizers:

- Spicy Camarón Tostada
- Chicken Taquito with Avocado Cream
- Mushroom & Chile Guajillo Soup

\$40.00 per person

**** No Host Bar****

Main Course:

- Paella with Roasted Chicken, Chicken Chorizo, Piquillo Peppers, Oyster, Mushrooms and Peas
- Vegetarian Paella

Please RSVP (noting any dietary restrictions) no later than November 4th to Claudia Cisneros, City Recorder at Claudia.Cisneros@mcminnvilleoregon.gov or by calling 503-435-5702.

Dessert:

- Tres Leches Trifle with Tropical Fruit

Send payment to:
City of McMinnville
230 NE Second Steet
McMinnville, OR 97128



pura vida
cocina

 City of
McMinnville