

**WORK ORDER AGREEMENT# 10**  
**UNDER TRAFFIC ENGINEERING SERVICES AGREEMENT WITH THE CITY OF WEST LINN**  
**DATED September 4, 2018.**

This Work Order is issued this 4<sup>th</sup> day of September, 2018 between City of West Linn ("City"), a municipal corporation and DKS Associates ("Engineer").

**CITY AND ENGINEER AGREE:**

1 Master Contract. On or about March 10, 2016, City and Engineer entered into a Traffic Engineering Services Agreement contract for professional traffic engineering services which contains general terms and conditions for performing work for the City. The Traffic Engineering Services Agreement requires services to be specifically authorized by written work orders. Except to the extent that they are inconsistent with specific provisions of this agreement, the terms and conditions of the Traffic Engineering Services Agreement are incorporated herein.

2 Assignment. Engineer shall perform the following tasks pursuant to this Work Order: West Linn School Safe Routes to School Evaluation, Prioritization and Cost Estimates as outlined in attached Exhibit A.

3. Supplementary Conditions and Specifications applicable to this Work Order:  
As compensation for services as described in this Work Order Agreement, the Engineer shall be paid an hourly rate based upon the "Schedule of Rates" in Exhibit B of the attached Scope of Services, with a maximum not-to-exceed amount as specified in this Work Order Agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred. All services as specified in this work order agreement shall be completed by DKS Associates within the maximum not-to-exceed budgeted amount.

4. Time of Completion of the tasks under this Work Order:  
5 months after issued Work Order

5. Estimated Cost of Services.  
All services as described in this Work Order Agreement shall be provided at a sum not-to-exceed **\$27,570.**

ENGINEER

  
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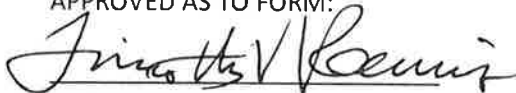
Date: 9/5/18

CITY OF WEST LINN, OREGON

  
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Date: 9/5/18

APPROVED AS TO FORM:

  
CITY ATTORNEY



117 Commercial Street NE  
Suite 310  
Salem, OR 97301  
503.391.8773  
www.dksassociates.com

August 8, 2018

Lance Calvert  
City Engineer  
City of West Linn  
22500 Salamo Road  
West Linn, OR 97068

**Subject: Scope of Services for West Linn School Safe Routes to School Evaluation, Prioritization and Cost Estimates (City of West Linn Study for Three Schools)**

Dear Lance:

DKS Associates is pleased to present you with this scope of services and budget to re-evaluate the existing safe routes to school plans for Trillium Primary, Sunset Primary, and Rosemont Middle School in the City of West Linn. The scope is based on a meeting with the City of West Linn and West Linn-Wilsonville School District.<sup>1</sup> The following project is based on joint effort between the City of West Linn and West-Linn Wilsonville School District to invest in safe routes to school projects. The purpose of this scope is to identify and prioritize potential safe routes projects that could be funded through the recent bond that was passed. The three existing primary schools are located at:

- Trillium Primary School: 1025 Rosemont Road
- Sunset Primary: 2351 Oxford Street
- Rosemont Middle School: 20001 Salamo Road

The purpose of this scope of work is to evaluate the existing safe routes to school plans, identify potential projects to improve the pedestrian network for each school, and prioritize the highest benefit projects based on cost effectiveness.

Once the project has been initiated, changes to the study scope, including changes to the study sites or schedule adjustments (i.e. putting the project on hold for any period of time), may require modification to scope and budget.

We will need the following information to begin work on the safe routes to school update:

- Walking boundaries for the three primary schools
- Prior safe routes plans

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<sup>1</sup> Meeting with Tim Woodley and Lance Calvert, West Linn-Wilsonville School District, September 11, 2017.



## Scope of Services

### ***Task 1: Project Management***

The Consultant shall provide management and coordination to administer the scope of work and perform the services required for the project. Consultant shall manage Consultant's staff and coordinate work tasks, project activities, and deliverables with the City of West Linn.

Consultant shall prepare monthly progress reports and billing invoices in a format appropriate for the contract. The progress report must include project status by task breakdown and percent complete and summarize the activities completed during the billing period, identify any issues or concerns that may affect the project, schedule or budget, and list the planned activities for the next month.

*Deliverable: Monthly progress reports and invoices.*

### ***Task 2: Safe Routes to School Evaluation***

Safe route to school plans currently exist for all West Linn Primary Schools. The existing safe routes plans were created with only existing street infrastructure in mind. Since the City has safe routes to school funding for potential projects, the safe route plans will be re-evaluated to determine the preferred safe routes and identify high priority projects that should be constructed. Consultant will submit the draft plan revisions for Trillium Primary, Sunset Primary, and Rosemont Middle School to the School District and City of West Linn for an initial review. Once the plans are finalized, Consultant will prepare a comprehensive list of safe routes projects.

*Deliverable: Draft and final revised plans showing the updated safe routes to school for all residential areas within the walking boundary and a list of safe routes projects needed.*

### ***Task 3: Safe Routes to School Project Prioritization***

Using the safe routes projects determined from Task 2, Consultant will create evaluation criteria to help prioritize the safe routes projects that provide the highest safety benefit based on the estimated project costs. The evaluation criteria will include but will not be limited to primary and secondary safe routes, classification of street, facilitates safe school crossings, cost, traffic volumes (where available), and travel/posted speeds.

Consultant (DKS) has a sub-consultant Murray Smith that will assist in preparing budget level design and construction cost estimates for street improvements. Consultant will prepare cost estimates for transportation improvements anticipated for the proposed safe routes improvements project. Examples of cost estimates developed under this task include sidewalk infill, intersection crossings enhancements (ADA ramps, flashers, striping, signing, etc.), school speed zone flashers, lighting and signing/striping. The project includes three schools and up to eight safe routes projects per school, for a total of 24 cost estimates. Detailed cost estimates will be prepared for several similar projects (i.e. sidewalk infill, ADA crossings, etc.). The remaining cost estimates will be estimated as a cost per linear foot or each basis, based on the average of the detailed cost estimates. The detailed cost estimates will include:



- Approximately 10 construction bid items
- Contingencies for construction bid items
- Right-of-way acquisition costs, if applicable
- Design engineering
- Construction engineering

*Deliverable: Draft and Final safe routes to school prioritized project list including cost estimates for all project identified within the one-mile walking boundary at Trillium and Sunset primary schools and Rosemont Middle School.*

#### **Task 4: Documentation and Response to Comments**

A short memorandum of documenting the process and findings of Tasks 2 and 3 will be submitted to the West Linn-Wilsonville School District and City of West Linn staff. We have allocated a nominal budget (4 hours of staff effort) toward response to comments from City and School District staff and/or the project sponsor's representatives following the completion of this report.

*Deliverable: Draft and Final safe routes to school summary memorandum.*

#### **Task 5: Meetings and Open House**

Consultant will attend one meeting with School District and City of West Linn staff to present the Task 2 and Task 3 findings.

The Consultant project manager and one support staff will prepare for and attend one Open House in West Linn to present the draft findings of Tasks 2 and 3. The open house will be scheduled by the School District and Consultant will set up and facilitate the meeting.

*Deliverable: Consultant will attend one meeting at either the West Linn-Wilsonville School District office or City of West Linn. Prepare for and attend one open house in West Linn.*

#### **Schedule**

- Revised safe routes plan and draft project list will be submitted within 6 weeks of notice to proceed.
- The Task 2 draft prioritized project list and cost estimates will be submitted within 3 to 4 weeks of receiving comments on the revised safe routes plan and draft project list.
- The Task 4 open house will be scheduled after receiving comments on the Task 2 draft prioritized project list and cost estimates.
- The Task 3 memorandum will be submitted with 3 to 4 weeks of completing the Task 4 open house.



## **Budget**

In consideration of the performance of these services, DKS Associates will be compensated on a time and materials basis in accordance with the hourly billing rates set forth in the Professional Services Agreement for Traffic Engineering Services, for a maximum fee of \$27,570. This fee is based upon the scope of services and level of effort presented above.

Exhibit B

**Table 1 - DKS Proposed Budget**

**West Linn-Wilsonville SD Safe Routes to School Evaluation, Prioritization and Cost Estimates**

| Task  | Principal<br>\$ 200.00 | Project<br>Manager<br>\$ 145.00 | Engineer<br>\$ 105.00 | Graphics<br>\$ 115.00 | Labor               | Subconsultant      | Expenses         | Budget              |
|---|------------------------|---------------------------------|-----------------------|-----------------------|---------------------|--------------------|------------------|---------------------|
| Safe Routes to School Evaluation, Prioritization and Cost Estimates | 18                     | 46                              | 68                    | 20                    | \$ 19,710.00        | \$ 7,560.00        | \$ 300.00        | \$ 27,570.00        |
| Task 1: Project Management  | 1                      | 6                               |                       |                       | \$ 1,070.00         |                    |                  |                     |
| Task 2: Safe Routes to School Evaluation                            | 6                      | 16                              | 32                    | 16                    | \$ 8,720.00         |                    | \$ 150.00        |                     |
| Task 3: Safe Routes to School Project Prioritization                | 4                      | 8                               | 16                    |                       | \$ 3,640.00         | \$ 7,560.00        |                  |                     |
| Task 4: Documentation and Response to Comments                      | 1                      | 4                               | 16                    | 2                     | \$ 2,690.00         |                    |                  |                     |
| Task 5: Meetings and Open House                                     | 6                      | 12                              | 4                     | 2                     | \$ 3,590.00         |                    | \$ 150.00        |                     |
| <b>Total</b>  | <b>\$ 3,600</b>        | <b>\$ 6,670</b>                 | <b>\$ 7,140</b>       | <b>\$ 2,300</b>       | <b>\$ 19,710.00</b> | <b>\$ 7,560.00</b> | <b>\$ 300.00</b> | <b>\$ 27,570.00</b> |

**SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT  
BETWEEN DKS ASSOCIATES AND THE CITY OF WEST LINN**

**City:** City of West Linn, an Oregon municipal corporation.  
**Consultant:** DKS Associates  
**Duration:** Expires June 30, 2019.  
**Compensation:** Not to exceed \$50,000.00.

**BACKGROUND**

1. The City and Consultant entered into a City of West Linn Engineering Services Agreement dated March 10, 2016 (the "Agreement"); and
2. The City desires to extend the agreement for 1 year beyond the expiration of the existing agreement.

**THE CITY AND CONTRACTOR, COLLECTIVELY "PARTIES," AGREE TO THE FOLLOWING AMENDMENTS:**

1. Section 1, Engineer's Scope of Services, shall be amended to replace Exhibit B to the original Agreement for Attachment A, Fee Schedule Effective January 1, 2018, which is attached to this First Amendment and incorporated by this reference.
2. Section 2, Effective Date and Duration, unless terminated by either party, this agreement shall automatically renew annually on July 1. Request for termination to be issued in writing no less than 30 days prior to the contract expiration date.
3. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the inconsistency shall be resolved by giving precedence to the documents in the following order:
  - 4.1. This Second Amendment;
  - 4.2. The First Amendment;
  - 4.3. The Agreement.

**THE PARTIES** have caused this First Amendment to be executed by their duly authorized representatives.

**CITY OF WEST LINN, OREGON**



SIGNATURE

LANCE E CAVSETT, PW DIR.

NAME/TITLE

8/13/18

DATE

**DKS ASSOCIATES**



SIGNATURE

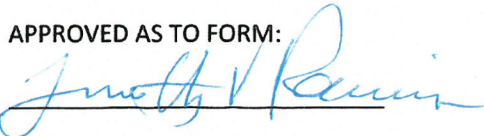
Brian Copeland, Principal

NAME/TITLE

08-11-2018

DATE

APPROVED AS TO FORM:



CITY ATTORNEY



## Fee Schedule

*Effective January 1, 2018 through December 31, 2018*

| <i>ENGINEERS and PLANNERS</i> |             |          |             | <i>TECHNICIANS and SUPPORT STAFF</i> |             |
|-------------------------------|-------------|----------|-------------|--------------------------------------|-------------|
| Grade                         | Hourly Rate | Grade    | Hourly Rate | Tech Level                           | Hourly Rate |
| Grade 1                       | \$ 55.00    | Grade 32 | 210.00      | Tech Level A                         | \$ 35.00    |
| Grade 2                       | 60.00       | Grade 33 | 215.00      | Tech Level B                         | 40.00       |
| Grade 3                       | 65.00       | Grade 34 | 220.00      | Tech Level C                         | 45.00       |
| Grade 4                       | 70.00       | Grade 35 | 225.00      | Tech Level D                         | 50.00       |
| Grade 5                       | 75.00       | Grade 36 | 230.00      | Tech Level E                         | 55.00       |
| Grade 6                       | 80.00       | Grade 37 | 235.00      | Tech Level F                         | 60.00       |
| Grade 7                       | 85.00       | Grade 38 | 240.00      | Tech Level G                         | 65.00       |
| Grade 8                       | 90.00       | Grade 39 | 245.00      | Tech Level H                         | 70.00       |
| Grade 9                       | 95.00       | Grade 40 | 250.00      | Tech Level I                         | 75.00       |
| Grade 10                      | 100.00      | Grade 41 | 255.00      | Tech Level J                         | 80.00       |
| Grade 11                      | 105.00      | Grade 42 | 260.00      | Tech Level K                         | 85.00       |
| Grade 12                      | 110.00      | Grade 43 | 265.00      | Tech Level L                         | 90.00       |
| Grade 13                      | 115.00      | Grade 44 | 270.00      | Tech Level M                         | 95.00       |
| Grade 14                      | 120.00      | Grade 45 | 275.00      | Tech Level N                         | 100.00      |
| Grade 15                      | 125.00      | Grade 46 | 280.00      | Tech Level O                         | 105.00      |
| Grade 16                      | 130.00      | Grade 47 | 285.00      | Tech Level P                         | 110.00      |
| Grade 17                      | 135.00      | Grade 48 | 290.00      | Tech Level Q                         | 115.00      |
| Grade 18                      | 140.00      | Grade 49 | 295.00      | Tech Level R                         | 120.00      |
| Grade 19                      | 145.00      | Grade 50 | 300.00      | Tech Level S                         | 125.00      |
| Grade 20                      | 150.00      | Grade 51 | 305.00      | Tech Level T                         | 130.00      |
| Grade 21                      | 155.00      | Grade 52 | 310.00      | Tech Level U                         | 135.00      |
| Grade 22                      | 160.00      | Grade 53 | 315.00      | Tech Level V                         | 140.00      |
| Grade 23                      | 165.00      | Grade 54 | 320.00      | Tech Level W                         | 145.00      |
| Grade 24                      | 170.00      | Grade 55 | 325.00      | Tech Level X                         | 150.00      |
| Grade 25                      | 175.00      | Grade 56 | 330.00      | Tech Level Y                         | 155.00      |
| Grade 26                      | 180.00      | Grade 57 | 335.00      | Tech Level Z                         | 160.00      |
| Grade 27                      | 185.00      | Grade 58 | 340.00      | Tech Level AA                        | 165.00      |
| Grade 28                      | 190.00      | Grade 59 | 345.00      | Tech Level AB                        | 170.00      |
| Grade 29                      | 195.00      | Grade 60 | 350.00      | Tech Level AC                        | 175.00      |
| Grade 30                      | 200.00      | Grade 61 | 355.00      | Tech Level AD                        | 180.00      |
| Grade 31                      | 205.00      | Grade 62 | 360.00      | Tech Level AE                        | 185.00      |

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.