

RESOLUTION NO. 2936

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) CONTRACT WITH KIEWIT INFRASTRUCTURE WEST CO. TO PROCURE A NEW OZONE GENERATION SYSTEM FOR THE WILLAMETTE RIVER WATER TREATMENT PLANT EXPANSION PROJECT (CAPITAL IMPROVEMENT PROJECT #1144).

WHEREAS, the City has planned and budgeted for CM/GC services for Capital Improvement Project #1144, known as the Willamette River Water Treatment Plant (WRWTP) Expansion project (the Project); and

WHEREAS, City Council approved Resolution No. 2801 on March 16, 2020 authorizing the use of a CM/GC contracting method for construction of the Project; and

WHEREAS, City Council approved Resolution No. 2917 on August 16, 2021 authorizing the award of a CM/GC contract to Kiewit Infrastructure West Co. (Kiewit); and

WHEREAS, the CM/GC contract allows the execution of Early Work Packages for critical equipment with long lead times; and

WHEREAS, the existing WRWTP ozone generators are nearing the end of their useful life; and

WHEREAS, Kiewit submitted proposals on September 17, 2021 from City-approved suppliers that were subsequently evaluated, with the Suez system determined to be the best value for the City.

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Kiewit has provided a responsive and responsible proposal to furnish a new ozone generation system.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a CM/GC Contract Amendment with Kiewit for a not-to-

exceed amount of \$2,271,488.37 for an ozone generation system, which is substantially similar to **Exhibit A** attached hereto.

3. This resolution becomes effective upon adoption.

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

DocuSigned by:

Julie Fitzgerald

8A974AF3ADE042E...

JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:

Kimberly Veliz

E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBIT:

- A. Willamette River Water Treatment Plant Expansion CM/GC Early Work Amendment

**AMENDMENT NUMBER 1 TO
CONTRACT NUMBER 220280**

for

City of Wilsonville CM/GC Contract (Construction Manager/General Contractor)

Project: Willamette River Water Treatment Plant Expansion / Upgrade Project, CIP #1144

Contract 220280 (“Contract”) was made and entered by and between **Kiewit Infrastructure West Co.**, a Delaware corporation (the “CM/GC”), and the **City of Wilsonville**, a municipal corporation of the State of Oregon (the “City”), with an effective date of September 13, 2021.

This Amendment Number 1 is effective the ____ day of _____ 2021, and amends the Contract as follows:

I. Section 3.1.6 is modified to add the following:

1. Early Procurement Item #1 – Ozone Generator Procurement. The CM/GC has obtained a proposal for Ozone Generator Procurement (Early Procurement Item #1) from Suez Treatment Solutions, dated September 17, 2021, which is acceptable to the City and the Engineer. Early Procurement Item #1 shall include CM/GC services to complete, submit, and address the requisite submittals and requests for information. The scope of work and schedule requirements are described in the exhibits listed below, in order of precedence. The CM/GC shall expedite the delivery of this Early Equipment, with an expedited delivery date reasonably anticipated to occur on or before November 9, 2022. If a different anticipated delivery date is given by the Early Equipment supplier when ordered, or any time thereafter, the CM/GC shall promptly notify Engineer and Owner of the later delivery date, understanding timely delivery is critical to the Project schedule. Exhibits 10 and 11 are incorporated by reference herein, and not attached due to size.
 - Exhibit 9 – Correspondence During Bidding, consisting of 4 pages, attached hereto as **Exhibit A**.
 - Exhibit 10 – Willamette River Water Treatment Plant Expansion, WRWTP Ozone Generator Procurement Specifications (1,711 pages) and Drawings (49 pages), dated August 23, 2021, Prepared for City of Wilsonville, Prepared by Stantec Consulting Services, Inc.
 - Exhibit 11 – Proposal for Ozone Generator Procurement from Suez Treatment Solutions, dated September 17, 2021, and follow-up clarifying correspondence consisting of 72 pages. Provide Options 3, 4, 6, and 7. Owner reserves the right to contract directly with Suez for Options 1 and 5. Option 2 is rejected.
2. Early Procurement Item #1 – Compensation. The CM/GC shall be compensated based on the payment milestones listed in the “Terms of Payment” in Exhibit 11, page 21 of 22, plus payment due to the CM/GC per the Early Procurement Item #1 Price Table. Costs for installation of the Early Procurement Item #1 are excluded

from this Amendment Number 1, and the CM/GC shall include the installation price in its future Guaranteed Maximum Price (GMP) amendment.

3. Early Procurement Item #1 – Price Table (does not include installation).

Item	Rate	Procurement Amount
Ozone Procurement Pricing (Items A-Q)		\$1,959,800.00
Optional Equipment Pricing (Options 3, 4, 6, 7)		\$43,750.00
Subtotal		\$2,003,550.00
Performance and Payment Bond	0.60%	\$12,021.30
General Liability Insurance Rate	0.15%	\$3,005.33
Builders Risk Insurance Rate	0.59%	\$11,820.95
Subtotal		\$2,030,397.58
Lump Sum GC	3%	\$60,911.93
Subtotal		\$2,091,309.51
CM/GC Fee	8%	\$167,304.76
Subtotal		\$2,258,614.27
GRT	0.57%	\$12,874.10
Firm Lump Sum Cost		\$2,271,488.37

4. Early Procurement Item #1 – Insurance.

- Provide property insurance coverage in the amount of the purchase price, including all shipping and handling, acceptable to the City for Early Equipment during manufacture, shipping, and onsite storage prior to the City having beneficial use of the Early Equipment.
 - Include property insurance coverage naming the City of Wilsonville as Additional Insured and Loss Payee, and waiving all rights of subrogation, in an amount equal or greater than the value of the full actual Early Equipment cost.
- Until final acceptance of the Early Equipment for beneficial use by the City, the CM/GC bears all risk of loss or damage to the Early Equipment.
- All other insurance requirements of the Contract, including, but not limited to, general liability, pollution, and builders risk, shall apply to this Amendment Number 1 and the Early Equipment purchase, storage, installation, and operation.

5. Early Procurement Warranty. Warranty for Early Equipment is as provided in Exhibit 10, Section 46-31-50, pages 13-14, Subsection 1.9 Warranty, except that the warranty language shall be corrected to read that the Warranty Period is for a

minimum period of five (5) years from the date of Final Completion (deleting Substantial Completion).

II. Except as provided in this Amendment Number 1, all other terms and conditions of the Contract remain unchanged and in full force and effect.

III. This Contract Amendment may be signed in two or more counterparts, each of which shall be deemed an original and, when taken together, shall constitute one and the same Contract Amendment. Further, each party signing this Amendment Number 1 on behalf of a party warrants that he/she has full authority to enter into this Amendment Number 1 on behalf of his/her respective party.

IV. The parties agree the City and the CM/GC may execute this Amendment Number 1 by electronic means, including the use of electronic signatures.

CM/GC:

OWNER:

KIEWIT INFRASTRUCTURE WEST CO.

CITY OF WILSONVILLE

By: _____
Eric M. Scott
As Its: Senior Vice President

By: _____
Bryan Cosgrove
As Its: City Manager

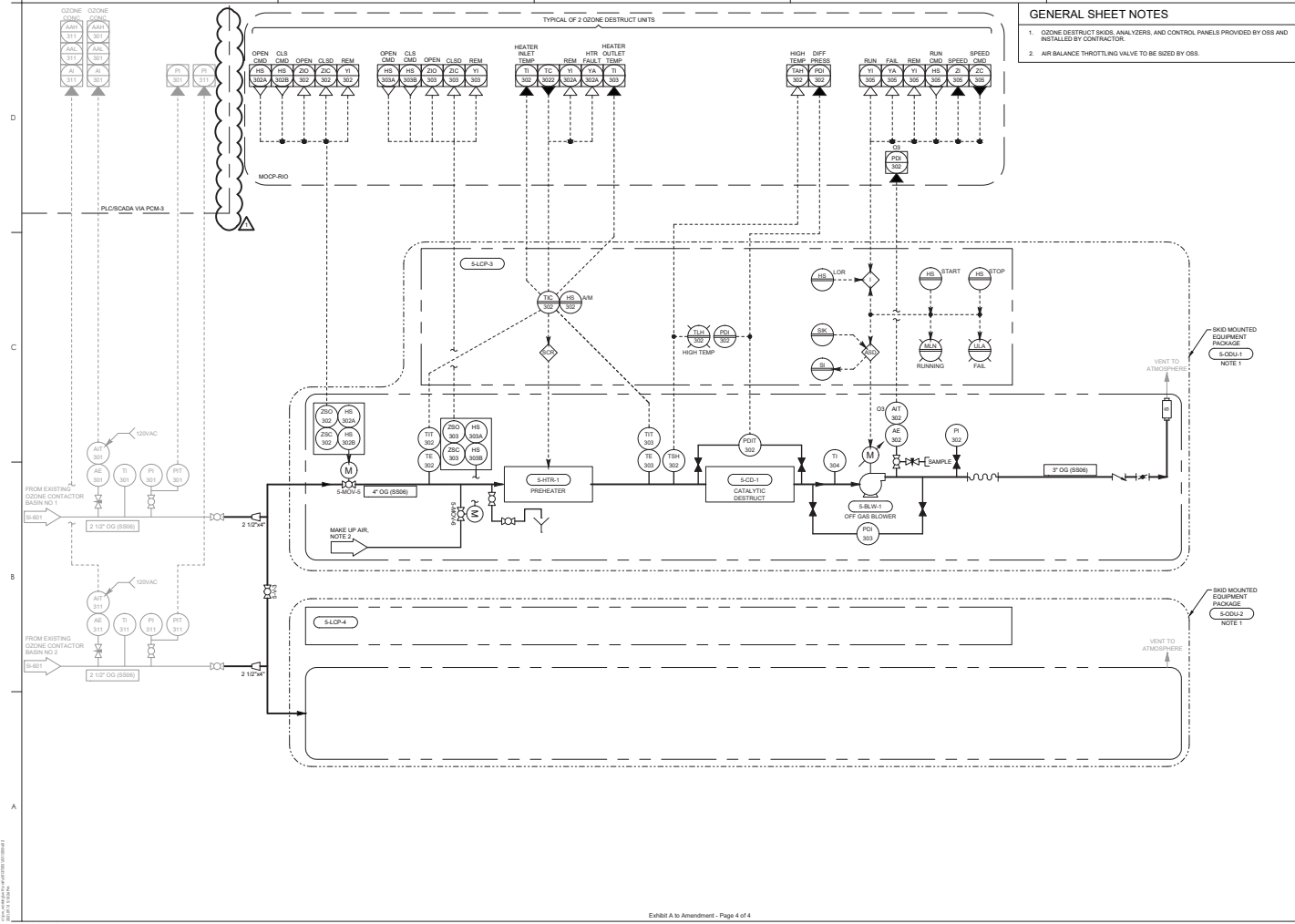
Employer ID No. 47-0647803

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon

Cmnt #		Critical Issue	Reviewer	Reference Dwg, Spec, Page, Sec, Del, etc	Review Comments / Questions	Resolution / Response	Resolution		Back-Checked & Approved
							Date	Name	
Preliminary Design Review									
1			William Negod - Suez Treatment Solutions Inc.		The panel PCM2A; which PLC in the entire system do the I/Os belong to? In other words, which PLC is this RIO's owner?	PCM2A is a new remote IO panel that is owned by the existing plant PLC. The purpose of this panel is to provide hardwired control and status signals between the MOCP and plant PLC. PCM2A is to be provided by PCSS (process control system supplier) not OSS (ozone system supplier). See I-009 network	9/13/2021	CS/ASK	
2			William Negod - Suez Treatment Solutions Inc.		The panel PCM2A; why are there hardwired I/Os pertaining to not only status of the ozone generators, but also commands to RUN (start/stop) the generators, as well as what seems to be analog set points to the generators such as "flow", "concentration", "dose demand" and "plant flow". a. Why are these hardwired? b. Would it not be better to transfer over a communication link? c. Why would the generators require information like "plant flow" and "dose demand" and "flow demand"? d. The "O3 concentration" and "O3 (O2) Flow" are shown on the P&ID as wired to the respective generator's local PLC. i. Why are they shown wired directly from the instruments to the PCM2A?	The hardwired signals between PCM2A and MOCP are the critical control and status information necessary to operate the ozone system and coordinate with the plant PLC control. These are hardwired because there is no guarantee that the selected OSS control system will utilize a PLC that can exchange data natively with the plant PLC. It is assumed that the MOCP will need to know specific plant information like plant water flow, ozone dose setpoint and ozone concentration setpoint. The ozone concentration and dose are values that need to be available in the MOCP PLC so they are to be hardwired from PCM2A.	9/13/2021	CS/ASK	
3			William Negod - Suez Treatment Solutions Inc.		The panel PCM2; which PLC in the entire system do the I/Os belong to? In other words, which PLC is this RIO's owner?	PCM2 is an existing control panel that is a remote IO drop owned by the existing plant PLC. See I-009 network drawing.	9/13/2021	CS/ASK	

4		William Negod - Suez Treatment Solutions Inc.		There does not seem to be any P&ID's of the LOX, VAPORIZERS and GOX HEADER systems. We are specifically looking for the main GOX PRV's and other I/O for the LOX/GOX system. Please provide.	The P&ID for these systems is provided on Drawing 5I-1 in Attachment B of the Ozone Procurement Specifications. Page 1707 of 1711	9/13/2021	CS/ASK	
5		William Negod - Suez Treatment Solutions Inc.		The P&IDs are showing only two (2) instruments, both providing analog information to PCM3. a. Please confirm that these are truly the only instruments and signals associated to the contactors.	As shown on Drawings 5I-601 and 5I-602, there are more than two instruments with analog signals being sent through PCM-3. There are several existing analyzers (dissolved ozone in contact chambers) and instruments that are wired to PCM3.	9/13/2021	CS/ASK	
6		William Negod - Suez Treatment Solutions Inc.		The panel PCM3; which PLC in the entire system do the I/Os belong to? In other words, which PLC is this RIO's owner?	PCM3 is an existing panel that is remote IO belonging to the existing plant PLC. Some existing analog instrumentation is shown on the P&IDs that are wired to PCM3. All other IO associated with ozone contacting is wired to a new remote IO drop (MOCP-RIO) that is located in the same physical area as PCM3. MOCP-RIO is a new panel to be provided by the OSS and linked to the MOCP via existing plant fiber optic cable through existing PCM3 and existing PCM2 (See Control Network Diagram-1 on I-009). Please see revised Drawings 5I-601 and 5I-602.	9/13/2021	CS/ASK	
7		William Negod - Suez Treatment Solutions Inc.		Please provide, if not already provided, a complete list of I/Os associated with PCM3, in the form of electrical diagrams if available. Other formats are acceptable.	The pressure indicating transmitters (PIT-201 and PIT-211) have been hard wired to the new MOCP RIO panel. See revised Drawings 5I-601. It is our understanding that there aren't any other existing signals that would be needed for the new ozone system. It is our understanding that the PITs on the contactor basins will be tied to the control of the ozone	9/13/2021	CS/ASK	



GENERAL SHEET NOTES

- OZONE DESTRUCT SIZES, ANALYZERS, AND CONTROL PANELS PROVIDED BY OSS AND INSTALLED BY CONTRACTOR.
- AIR BALANCE THROTTLING VALVE TO BE SIZED BY OSS.

Stantec

400 SW 7th Avenue, Suite 400
Portland, OR 97204
Tel: 503.251.1000
Fax: 503.251.1001

Permit/Seal

ORIGINAL SEALED

Client/Project

City of Wilsonville
Wilamette River Water
Treatment Plant
Expansion Project
Wilsonville, Oregon

Project No.

200003112

Scale

NO SCALE

Date

2017-11-14

Author

JCH

Check

JCH

Design

JCH

Drawn

JCH

Reviewed

JCH

File

OZONE CONTACTORS
DESTRUCT SYSTEM P&ID

Revision

Drawing No.

51-602