

RESOLUTION NO. 2983

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH, INC. TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE CORRAL CREEK AND RIVERGREEN LIFT STATIONS REHABILITATION PROJECT (CAPITAL IMPROVEMENT PROJECT #2105)

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #2105, known as the Corral Creek and Rivergreen Lift Stations Rehabilitation project (the Project); and

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

WHEREAS, Murraysmith was selected as the most qualified consultant, was awarded a contract for engineering design services, and performed and completed services to the satisfaction of the City; and

WHEREAS, the City desires to amend the Professional Services Agreement contract with Murraysmith to perform construction inspection services for the Project; and

WHEREAS, a detailed scope of work for construction inspection services was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Murraysmith has provided a responsive and responsible proposal for engineering consulting services.

Section 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 Professional Services Agreement contract amendment with Murraysmith, Inc. for a not-to-exceed amount of \$56,819, which is substantially similar to Exhibit A attached hereto.

Section 3. In order to allow future minor contract amendments, if needed, to occur without having to come back to City Council, the authorized Professional Services Agreement contract total is hereby adjusted up to \$263,302, allowing for continued Contracting Agency approval of contract amendments that exceed this adjusted amount by fifteen percent (15%) in accordance with City Code requirements.

Section 4. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20th day of June, 2022, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

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JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBIT:

A. Second Amendment to Corral Creek and Rivergreen Lift Stations Rehabilitation Professional Services Agreement

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

Corral Creek & Rivergreen Lift Stations Rehabilitation Project

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective the _____ day of _____ 2022 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Murraysmith, Inc.**, an Oregon corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on November 10, 2020, relating to the Corral Creek & Rivergreen Lift Stations Rehabilitation Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on September 8, 2021; and

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

WHEREAS, the City and Consultant anticipate that additional time is needed to complete the Services stated in the Agreement and the Additional Services described in this Second Amendment; and

WHEREAS, Consultant represents that Consultant is qualified to perform the Additional Services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such Additional Services as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Agreement is amended as follows:

Section 1. Term

The term of the Agreement is hereby extended to January 31, 2023.

Section 2. Additional Services To Be Provided

Consultant will perform the Additional Services more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein, for the Project pursuant to all original terms of the Agreement, except as modified herein.

Section 3. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this Second Amendment shall be completed by no later than January 31, 2023.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FIFTY-SIX THOUSAND EIGHT HUNDRED NINETEEN DOLLARS (\$56,819), for performance of the Additional Services (“Second Amendment Compensation Amount”) which, when totaled with the Total Compensation Amount from the First Amendment, equals a total not-to-exceed amount of TWO HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED TWO DOLLARS (\$263,302) for the performance of the Services and Additional Services (“Total Compensation Amount”). The term “Total Compensation Amount,” as defined in the First Amendment, is hereby deleted and replaced with the term “Total Compensation Amount” as defined above. Consultant’s estimate of time and materials is attached hereto as **Exhibit B**, and incorporated herein by reference.

Section 5. All Other Terms

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this Second Amendment.

The Consultant and the City hereby agree to all provisions of this Second Amendment.

CONSULTANT:

MURRAYSMITH, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

EXHIBIT A

AMENDMENT 2 SCOPE OF WORK CORRAL CREEK & RIVERGREEN LIFT STATION REHABILITATION CITY OF WILSONVILLE

Project Overview and Understanding

The City of Wilsonville (City) is improving their Rivergreen and Corral Creek Lift Stations to provide condition-based improvements and improve reliability with on-site standby power at Rivergreen Lift Station. The City has identified that they would like the Consultant to provide additional construction phase services to include additional construction observations.

This scope of work includes the amended services as described below.

Amended Scope of Services

Additional work described in this Amendment is included as activities added to existing subtasks and are identified in **bold**. Where applicable, amended assumptions listed in the original Scope of Services are also described, with obsolete assumptions deleted (indicated by ~~strike-out~~) and new assumptions added (shown in **bold**).

The tasks that are affected by this amendment are listed below and followed by a detailed scope of work.

- Task 1 – Project Management
- Task 7 – Construction Phase Services

The Consultant will perform the following services.

Task 1 - Project Management

Amended Activities

1.1 Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice. **Additional effort for this task is required to accommodate the additional work performed under this Amendment.**

1.3 Staff and Subconsultant Management (Amended Existing Task)

Consultant's Project Manager will manage the project staff and subconsultants to comply with the project scope, schedule, and budget. **Additional effort for this task is required to accommodate the additional work performed under this Amendment.**

Task 7 – Construction Phase Services

Amended Activities

7.4 Periodic Construction Observation and Weekly Meetings (Amended Existing Task)

A project representative will be provided to periodically monitor the progress and quality of the executed work up through final testing and acceptance. Provide observation reports of the executed work to the City. Attend weekly construction meetings during active construction or as requested by the City. **Additional effort for this task is required to accommodate the additional scope of work performed under this Amendment.**

Amended Assumptions

- City will provide a project manager ~~and designated inspector~~ that will be the primary contact for the contractor and coordinate with Murraysmith for work under this task.
- Up to ten (10) construction observations are listed below will be performed by the consultant. The budget assumes five (5) hours for each visit to account for travel time, on-site time, and reporting for Subtask 7.4.
 - Site piping installation
 - Electrical conduit layout (pre-cover)
 - Generator foundation form work
 - Three-side enclosure foundation form work and reinforcing Structural Observation
 - Three-sided enclosure reinforcement Structural Observation
 - Three-sided enclosure final completion Structural Observation
 - Wet well and valve vault piping complete prior to coating
 - Electrical cabinet installation review
 - Substantial completeness inspection
 - Final inspection of corrective work

In addition to the above construction observations, the consultant will provide two (2) construction observations per week during the 24-week active construction period. In addition to the five (5) hours assumed for each visit, one (1) hour per week is assumed for documentation quality control and quality assurance.

Project Schedule

The Project Schedule is amended as follows.

Final Design Complete	December 2021
Construction Complete	November 2022
Project Complete	January 2023

EXHIBIT B

**CORRAL CREEK AND RIVERGREEN LIFT STATIONS REHABILITATION
CITY OF WILSONVILLE
PROPOSED FEE ESTIMATE-CONSTRUCTION SERVICES-AMENDMENT #2**

Staff Name	LABOR CLASSIFICATION (HOURS)								Total
	Principal Engineer IV \$270 Carr	Professional Engineer VII \$206 Krelpe	Construction Manager V \$197 Hedberg	Construction Manager V \$197 Bollinger	Technician II \$130 Ramos	Hours	Labor	Expenses	
Task 1 - Project Management									
Task 1.1 - Invoices/Status Reports	2	6				8	\$ 1,776	\$ -	\$ 1,776
Task 1.3 - Staff and Subconsultant Management	2	6	6			14	\$ 2,958	\$ -	\$ 2,958
Task 1 Subtotal	4	12	6	0	0	22	\$ 4,734	\$ -	\$ 4,734
Task 7 - Construction Phase Services									
Task 7.4 - Periodic Construction Observation and Weekly Meetings	0	0	0	240	24	264	\$ 50,400	\$ 1,685	\$ 52,085
Task 7 Subtotal	0	0	0	240	24	264	\$ 50,400	\$ 1,685	\$ 52,085
TOTAL - ALL TASKS	4	12	6	240	24	286	\$ 55,134	\$ 1,685	\$ 56,819