

RESOLUTION NO. 3165

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT WITH CONSOR, INC. TO PROVIDE CONSTRUCTION SUPPORT SERVICES FOR THE WEST SIDE LEVEL B RESERVOIR AND TOOZE RD. TRANSMISSION MAIN PROJECT (CAPITAL IMPROVEMENT PROJECT #1149/1150/1151).

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #1149, known as the West Side Level B Reservoir and Tooze Rd. Transmission Main project (the Project); and

WHEREAS, the City solicited Requests for Proposals from qualified consultants for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Consor, Inc. was selected as the most qualified consultant, was awarded a contract for professional engineering services (Resolution No. 3008), and performed and completed design engineering services to the satisfaction of the City; and

WHEREAS, the City desires to amend the Professional Services Agreement contract with Consor, Inc. to perform construction support services.

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

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

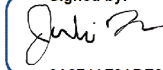
Section 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement contract amendment with Consor, Inc. for a not-to-exceed amount of \$381,186, which is substantially similar 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 \$1,990,144, allowing for continued Contracting Agency

approval of contract amendments that exceed this adjusted amount by twenty-five percent (25%) 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 5th day of August, 2024, and filed with the Wilsonville City Recorder this date.

Signed by:

8A974AF3ADE042E...

JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:

E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBIT:

- A. Second Amendment to the West Side Level B Reservoir and Tooze Rd. Transmission Main Professional Services Agreement

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

West Side Level B Reservoir and Transmission Main

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective the ___ day of July 2024 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Conсор North America, 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 February 7, 2023, relating to the West Side Level B Reservoir and Transmission Main Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on January 5, 2024; and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described (“Additional Services”); 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. Additional Services to be Provided

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

Section 2. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this Second Amendment shall be completed by no later than October 10, 2025.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed THREE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED EIGHTY-SIX DOLLARS (\$381,186.00), 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 ONE MILLION NINE HUNDRED NINETY THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS (\$1,990,144.00) 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 4. 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:

CITY:

CONSOR NORTH AMERICA, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Stephanie Davidson, Assistant City Attorney
City of Wilsonville, Oregon

EXHIBIT A

SCOPE OF WORK ADDED INSPECTION SERVICES FOR WEST SIDE RESERVOIR AND SW TOOZE ROAD TRANSMISSION MAIN CITY OF WILSONVILLE

Introduction/General/Background

Per previously executed contract No. 230960 with the City of Wilsonville (City) and Consor North America, Inc. (Consultant) on February 2023, the City is seeking engineering consulting services for the design and construction of a new 3.0 million gallon (MG) prestressed concrete reservoir and approximately 4,000 linear feet (LF) of 24-inch diameter finished water transmission main through unincorporated Clackamas County. The proposed facilities will address the absence of Pressure Zone (PZ) B finished water storage on the City's west side. The new reservoir will also increase overall storage capacity for the City's largest service area, supporting continued growth in the Frog Pond Area, located on the City's east side. The City's master planning work for this area indicates Frog Pond East and South may ultimately see approximately 1,800 new homes, with occupancy starting as soon as 2024.

Project Understanding

In this amendment, Consultant will provide construction inspection and related services as described in Subtask 2.6.11, Construction Inspection, in this document. Consultant will also provide a scope and fee for Public Involvement and Outreach (PI) during construction per City request, as outlined in contingent Subtask 2.6.12 in this document.

2.6 Construction Support

2.6.11 Construction Inspection (Added Task)

Objective

Provide inspection support as needed to observe construction, monitor the work by the construction contractor, and document that the work is in general compliance with the requirements of the Contract Documents. The Consultant's Inspector is to act as the City's on-site representative, is responsible for routine interfacing with the construction contractor, and is to observe the construction contractor's operations and work. The Construction Inspector's activities, in general, will include the following.

- Attending the pre-construction conference.
- Establish pre-construction site conditions using photo and video log of sites.

EXHIBIT A

- Observe/inspect the Contractor's activities, operations, and work and document the Contractor's work is in general compliance with the requirements of the contract documents.
- Monitor the Contractor's progress with respect to planned/scheduled work.
- Document the Contractor's construction activities (preparation of daily reports, photographs, etc.).
- Verify quantities of materials installed monthly. Review construction Contractor estimates prior to recommending to the city for payment. Save documentation on SharePoint site.
- Attend and participate in weekly project meetings.
- Verify and document that traffic control is per accepted traffic control plans when on-site.
- Keep Construction Manager informed of project progress, issues, and developments.
- Review minor change requests by the Contractor.
- Observe, document, and review the Contractor-provided quality control testing.
- Observe, document, and review the Owner-provided quality control testing.
- Utility coordination with stakeholders
- Track force account labor and equipment/materials; issue force account sheets for additional payment when required.
- Maintain field construction records and as-built sets as needed.

Subtask 2.6.11 Assumptions

- Inspection hours are estimated at 20 hours per week for 8 months and 40 hours per week for 7 months. This includes attendance at all weekly project meetings, as well as 4 weeks part-time inspection following substantial completion for punchlist/cleanup work.

Subtask 2.6.11 Deliverables

- Daily progress reports, photos, force account documentation.
- Minimum of 2 EA Daily Inspection Reports during construction per week. The inspector will fill out a report every shift a site visit is made.

2.6.12 Public Involvement & Outreach during Construction (Contingency Task)

Objective

Assist City with construction outreach for West Side Reservoir and associated water transmission line as described herein:

A. Construction Outreach Plan - Consultant will work with City staff to create a construction outreach plan.

B. Adjacent Neighbor Notifications -

Possible activities include:

- Neighbor notifications /letters (up to 5)

EXHIBIT A

- Fact sheet updates based on schedule (up to 3)
- E-newsletters (up to 6)
- Text alerts (up to 20)
- Meet the contractor event (1)
- Maintain database of neighbor contact information (1 database)

C. Broader Community Outreach/Pipeline Construction

Possible tasks could include:

- City project fact sheet and website updates (3)
- E-blast update to the Project's interested parties list
- Boones Ferry Messenger (1)
- Service provider notifications
- Communications with neighboring schools impacted by transmission line construction
- Map formatting and design

Subtask 2.6.12 Assumptions

- The City will be the main point of contact for neighborhood residents and neighborhood associations, and complaints during construction. The City will lead neighborhood association and nearby resident communications.
- Consultant would take the lead on most city-wide outreach and assist City with neighbor/resident outreach as needed.
- Consultant's public outreach staff will work directly with City or Consultant PM and will not attend construction or project team meetings.
- Specific tasks will be determined after the construction outreach plan is developed.
- Assumes one round of edits on materials.

Subtask 2.6.12 Deliverables

Deliverables will be determined if/after the construction outreach plan is developed.

EXHIBIT A

Proposed Project Fee Estimate

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$381,186.00, of which \$39,031 is in a contingency task. The proposed fee estimate is provided as "Attachment A." Fee estimates are based upon Consultant's 2024 Schedule of Charges.

Mileage/vehicles for inspection is proposed to be charged at the following rates:

Inspector Vehicle	\$1000/inspector/month
Mileage (non-inspectors)	\$0.67/mile

Proposed Project Schedule

Construction is anticipated to commence in July 2024 and be completed by August 2025. For budgeting purposes, a total construction duration of 14 months, with punchlist/cleanup activities for the duration of 1 month.

EXHIBIT B-RATE SHEET

WEST SIDE LEVEL B RESERVOIR & TOOZE RD TRANSMISSION MAIN PROJECT
 CITY OF WILSONVILLE
 PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)				Hours	Labor	Expenses	Total
	Inspector IV	Project Coordinator III	Project Manager III	Principal II				
Average Billing Rate Estimated per Classification/Staff	\$174	\$167	\$255	\$321				
Staff Name								
Task 2.6 - Construction Support					0	\$ -	\$ -	\$ -
Task 2.6.11 Construction Activity Monitoring	1905				1905	\$ 331,155	\$ 11,000	\$ 342,155
Task 2.6.12 PI&O During Construction (Contingency Task)		91	61	20	172	\$ 37,031	\$ 2,000	\$ 39,031
Task Task 2.6 - Subtotal	1905	91	61	20	2077	\$ 368,186	\$ 13,000	\$ 381,186
TOTAL - ALL TASKS	1905	91	61	20	2077	\$ 368,186	\$ 13,000	\$ 381,186