

RESOLUTION NO. 1072

A RESOLUTION OF THE CITY OF WILSONVILLE EXEMPTING THE CITY FROM COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH KPEF CONSULTING ENGINEERS INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE PLANNED RECONSTRUCTION OF THE MEMORIAL PARK SANITARY SEWER LIFT STATION.

WHEREAS, the West Linn-Wilsonville School District authorized placement of a bond measure before the citizens to finance the construction of a new high school facility within the boundaries of the City of Wilsonville; and

WHEREAS, a simple majority of the citizens voted in favor of the bond measure to finance the construction of a new high school facility within the boundaries of the City of Wilsonville; and

WHEREAS, there is a documented inadequacy in the pumping capacity of the Memorial Park Sanitary Sewer Lift Station which serves the area which contains the proposed new school facility; and

WHEREAS, in order to provide increased pumping capacity in the Memorial Park Sanitary Sewer Lift Station the existing lift station will have to be reconstructed and upgraded; and

WHEREAS, the existing Memorial Park Sanitary Sewer Lift Station has experienced recent maintenance and reliability problems; and

WHEREAS, the existing Memorial Park Sanitary Sewer Lift Station lacks an emergency back-up electrical power supply system which would provide power for pump operations during sustained power outages; and

WHEREAS, the West Linn-Wilsonville School District has been notified by the City and realizes that the Memorial Park Sanitary Sewer Lift Station lacks adequate pumping capacity for the new school facility and that the station must be reconstructed prior to the opening of the new school facility; and

WHEREAS, the West Linn-Wilsonville School District has offered the sum of \$80,000 to the City to offset the cost in the reconstruction of the Memorial Park Lift Station; and

WHEREAS, the Robert Randall Co., by a development agreement, is also required to reconstruct the Memorial Park Sanitary Sewer Lift Station prior to receiving a building permit for the proposed apartment complex on property adjacent to Wilsonville Road and South of the Wilsonville Meadows subdivision; and

WHEREAS, approximately 7 years of the 10-year development agreement term has transpired and the development of the Randall site appears unlikely; and

WHEREAS, the City realizing the need to provide capacity in the Memorial Park Sanitary Sewer Lift Station prior to the new school facility opening has budgeted a project in the Sanitary Sewer Capital Project Fund to proceed with the design and reconstruction of the Memorial Park Sanitary Sewer Lift Station; and

WHEREAS, if timely made, the proposed project for the reconstruction of the Memorial Park Sanitary Sewer Lift Station can proceed the opening of the new school facility, which upon completion, will provide sanitary sewer pumping capacity for the area roughly bounded by Boeckman Road on the North and Boeckman Creek on the South, but in the interim, construction of residential dwelling units will place additional flows on the Memorial Park Sanitary Sewer Lift Station and timely reconstruction would materially assist in maintaining the reliability and reduce maintenance of the Memorial Park Sanitary Sewer Lift Station; and

WHEREAS, the City Engineer has identified the reconstruction of the Memorial Park Sanitary Sewer Lift Station as a Sanitary Sewer Capital Improvement Fund Project, at an estimated cost of \$290,500 for engineering and construction costs; and

WHEREAS, KPFF Consulting Engineers Inc. provided civil professional engineering services for the Memorial Park Storm Water Detention Facility in conjunction with Walker & Macy; and

WHEREAS, KPFF completed the construction plans for the Memorial Park Storm Water Detention Facility in a timely and efficient manner; and

WHEREAS, the City Engineer wishes to utilize the past experience and expertise of KPFF in working within the Memorial Park, more particularly the added effort developed to minimize the impact of the storm water run-off from the detention facility on the existing waterways within the park in particular Boeckman Creek, to provide design, construction, surveying, electrical, geotechnical and project management services during the reconstruction of the Memorial Park Sanitary Sewer Lift Station; and

WHEREAS, ORS 279.011(5) and Section 2.310(1)(a) of the Wilsonville Code define public contracts as being other than agreements for personal service. The contract to be awarded for engineering services is for personal service; and

WHEREAS, Section 2.312 of the City Code states that "The Council is hereby designated as a Local Contract Review Board and relative to contract concerns for the City, shall have all the powers granted to the State Contract Review Board"; and

WHEREAS, Section 2.314(1) states that "All contracts shall be based upon competitive bid with certain exceptions", which the City interprets to mean public contracts, but in the event it is construed to apply to any contract, the City recites and finds as set forth below; and

WHEREAS, additionally, Section 2.314(2) states that "The Board may, by Resolution, exempt other contracts from competitive bidding if it finds (a) the lack of bids will not result in favoritism or substantially diminish competition in awarding the contract; and (b) the exemption will result in substantial cost savings. In making such a finding, the Board may consider the type, cost amount of the contract, number of persons available to bid and such other factors as the Board may deem appropriate."; and

WHEREAS, Oregon Revised Statutes 279.015 Competitive Bidding Exemptions also allows exemptions as stated in the City Code; and

WHEREAS, after reviewing the fees associated with providing the requested design, construction, surveying, electrical, geotechnical and project management services, staff has determined that the fees for these services have been found to be fair and reasonable; and

WHEREAS, if KPPF Consulting Engineers, Inc. provides the Professional Services for the above referenced project as well as the planned Charbonneau Sanitary Sewer Lift Station Reconstruction and Charbonneau Domestic Water Pump Station/Reservoir Electrical Upgrade and Modification, the City will realize cost savings on the order of \$2000 for supplying the Professional Service concurrently; and

WHEREAS, these fees are calculated to be \$20,000.

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

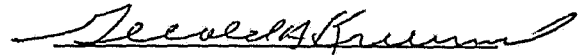
1. That the City Council, serving in its role as Local Contract Review Board does hereby exempt the award of contract for Professional services for the planned Memorial Park Sanitary Sewer Lift Station from competitive bidding and further concludes this award will not diminish competition and will result in substantial costs savings.
2. The City Council, serving as a Local Contract Review Board, does hereby approve and authorize the City Manager to sign an Engineering Services Agreement between the City of Wilsonville and KPPF Consulting

Engineers, Inc. to provide professional services recited above for the referenced project.


3. Authorize the expenditures for this contract not to exceed budget amount from:

Account	Budget Amount
5000-520-772004	\$290,500

ADOPTED by the City council of the City of Wilsonville at a regular meeting thereof this 6th day of December, 1993 , and filed with the Wilsonville City Recorder this date.


GERALD A. KRUMMEL, Mayor

ATTEST:


VERA A. ROJAS, CMC/AAE, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Hawkins	<u>AYE</u>
Councilor Carter	<u>AYE</u>
Councilor Lehan	<u>AYE</u>
Councilor Van Eck	<u>AYE</u>

**ENGINEERING DIVISION
STAFF REPORT**

DATE: DECEMBER 6, 1993

TO: HONORABLE MAYOR & CITY COUNCILORS
CITY OF WILSONVILLE

FROM: MICHAEL A. STONE, P.E.
CITY ENGINEER

SUBJECT: Professional Services Agreement with KPFF Consulting Engineers, Inc.
for the Reconstruction of the Memorial Park Sanitary Sewer Lift Station

Summary:

The Sewer Capital Improvement Fund of the current 1993-94 budget of the City of Wilsonville contains a project for the Reconstruction of the Memorial Park Sanitary Sewer Lift Station.

Recommendation:

Staff respectfully recommends that the City Council authorize the City Manager to execute a Professional Services, Agreement between the City and KPFF Consulting Engineering Inc. to provide professional services for the Reconstruction of the Memorial Park Sanitary Sewer Lift Station.

Discussion:

With the increase in development within the contributing area that serves the station and the high school currently under construction there is a lack of pumping capacity in the Memorial Park Sanitary Sewer Lift Station.

This lift station is located within Memorial Park where the access road widens into the parking area adjacent to the drainage swale. As referenced above, recent increases in development within the area has promoted the proposed project.

The West Linn-Wilsonville School District, having been made aware of the problems associated with the capacity of the station has offered the sum of \$80,000 to the City to offset the costs of the reconstruction. The City has indicated that adequate capacity would be available to the high school prior to the opening date.

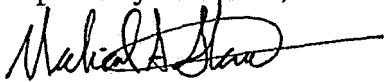
The Robert Randal Co. was conditioned to reconstruct the Memorial Park Station in a development agreement for the apartment complex site adjacent to Wilsonville Road and south of Wilsonville Meadows. Development of this site has been questionable during the last few years and approximately seven (7) years of the ten (10) year life of the development agreement term has transpired.

At completion of the reconstruction project the City could propose a pay back agreement for the contributing area to recoup its costs associated with the project.

KPFF Consulting Engineers Inc. provided the professional services in concert with Walker & Macy in the design and construction of the Memorial Park Storm Water Detention Facility. Their work to provide for the retention of the character of the drainage system area (Boeckman Creek) after the facility was put into operation has resulted in a highly satisfactory operation.

With approval of the Professional Services contract the design would commence immediately. Construction would begin in the spring, weather permitting, and be completed in the summer of 1994, prior to the opening of the new school facility.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael A. Stone", with a long horizontal flourish extending to the right.

Michael A. Stone, P.E.
City Engineer

PROFESSIONAL SERVICES AGREEMENT

FOR DESIGN, BIDDING, AND LIMITED CONSTRUCTION ENGINEERING SERVICES FOR THE MEMORIAL PARK SANITARY SEWER LIFT STATION RECONSTRUCTION

WILSONVILLE, OREGON

This AGREEMENT is made and entered into by and between KPFF Consulting Engineers Inc. ("CONSULTANT" herein) and the City of Wilsonville, a political subdivision of the State of Oregon ("CITY" herein).

ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 The purpose of this AGREEMENT shall be to set forth responsibilities and to clarify the relationship between the CITY and the CONSULTANT. CONSULTANT shall supply professional services as herein described. In consideration for said services the CITY shall pay the CONSULTANT such monies and in such manner as herein described.

ARTICLE 2. WHOLE AGREEMENT

- 2.1 This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all another communication between the parties relating to the subject matter of this AGREEMENT. No modification of this AGREEMENT will be binding on either party except as a written addendum, signed by an authorized agent of each party.

ARTICLE 3. EFFECTIVE DATE OF AGREEMENT

- 3.1 This AGREEMENT shall be effective after signing by both parties and upon issuance of a written notice to proceed by the CITY.

ARTICLE 4. WRITTEN NOTICE

- 4.1 Any notice of change, termination or other communication having a material effect on this AGREEMENT shall be served in one or more of the following manners:
- a. In-person delivery to and signed acknowledgment of receipt by an authorized officer, employee, agent or other representative of the contracting parties.

- b. Deposited in the U.S. mails posted to the address(es) given in this document.

ARTICLE 5. GOVERNING LAW/VENUE

- 5.1 This AGREEMENT shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this AGREEMENT shall be in the Circuit Court of Clackamas County. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the court.
- 5.2 All rights and remedies of the parties hereto shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies according to law. It is agreed that fifteen (15) calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically required such notice.

ARTICLE 6. OREGON REVISED STATUTES

- 6.1 All requirements of the Oregon Revised Statutes Nos. 279.310 through 279.430, Public Contracting, as applicable, are incorporated herein by reference.

ARTICLE 7. JUDICIAL RULINGS

- 7.1 If any provision of this AGREEMENT as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the AGREEMENT or the validity or enforceability of this AGREEMENT.

ARTICLE 8. NONDISCRIMINATION

- 8.1 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this AGREEMENT on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this AGREEMENT and shall be grounds for cancellation, termination or suspension in whole or in part by the CITY.

ARTICLE 9. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

- 9.1 The CONSULTANT shall perform services as described in Attachment "A" (Scope of Work), attached hereto and by this reference made a part hereof.

ARTICLE 10. STANDARD OF SERVICES AND WARRANTY

- 10.1 The CONSULTANT agrees to perform his services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that the CONSULTANT must perform the services based in part on information furnished by the CITY and that the CONSULTANT shall be entitled to rely on such information. However, the

CONSULTANT is given notice that the CITY will be relying on the accuracy, competence and completeness of the CONSULTANT'S services in utilizing the results of such services.

- 10.2 The CONSULTANT warrants that the recommendations, guidance and performance of any person assigned under this AGREEMENT shall be in accordance with sound engineering/technical practice and/or professional standards and the requirements of this AGREEMENT.

ARTICLE 11. INDEPENDENT AGENT

- 11.1 The CONSULTANT shall be an "independent agent". All persons employed to furnish services hereunder are employees of the CONSULTANT and not of the CITY. Further, the CITY shall not be liable for any of CONSULTANT'S acts or omissions performed under this or other agreements to which CONSULTANT is a party.

ARTICLE 12. IDENTIFICATION AND INSURANCE

- 12.1 CONSULTANT shall save harmless and indemnify CITY, its Commissioners, employees and agents for any and all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees arising out of or resulting from negligent performance of or failure to perform the obligations of the AGREEMENT.
- 12.2 The CONSULTANT shall purchase and maintain insurance at his expense, and shall provide certification to the CITY-of insurance in the types and amounts specified in Attachment "B" (Insurance), attached hereto and by this reference made a part hereof.

ARTICLE 13. SUBCONTRACTING

- 13.1 No portion of the AGREEMENT may be subcontracted to any other individual, firm or entity, except as may be set forth in Attachment "A", without the express and prior approval of the CITY.

ARTICLE 14. NON ASSIGNMENT

- 14.1 No portion of nor any interest in this AGREEMENT may be assigned to a third party, except as may be set forth in ATTACHMENT "A", without the express and prior approval of the CITY.

ARTICLE 15. FUNDING

- 15.1 In the event the City Council of the City of Wilsonville or other governing authority reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the CONSULTANT agrees to abide by any such decision including termination of service.

ARTICLE 16. CITY PRIORITIES

- 16.1 The CONSULTANT shall comply promptly with any requests by the CITY relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

ARTICLE 17. PUBLICITY

- 17.1 CONSULTANT shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representations of the CITY except on prior specific written authorization from CITY.

ARTICLE 18. USE OF CITY FACILITIES

- 18.1 CONSULTANT and its employees or agents shall have the right to use only those facilities of the CITY that are necessary to perform services under this AGREEMENT and shall have no right of access to any other facilities of the CITY without the prior approval of the CITY.

ARTICLE 19. FEES AND PAYMENT

- 19.1 The CITY agrees to pay the CONSULTANT for services performed pursuant to this AGREEMENT according to the terms and amounts specified in Attachment "C" (Fees and Payment), attached hereto and by this reference made a part hereof. Said payment shall cover all costs associated with the performance of services as described in ATTACHMENT "A". The CITY shall have no liability for taxes, insurance or other expenses associated with the performance of CONSULTANT'S duties hereunder.

ARTICLE 21. CHANGES

- 21.1 The fee specified herein shall include all services specified herein. Any change in the frequency or type of services shall cause the fee to be adjusted plus or minus accordingly; provided, however, any fee increases will require written approval by the City of Wilsonville.

ARTICLE 22. OWNERSHIP OF WORK PRODUCT

- 22.1 All work products of the CONSULTANT which result from this AGREEMENT are the exclusive property of the CITY.

ARTICLE 23. TERMINATION OF AGREEMENT

- 23.1 This AGREEMENT may be terminated under the following conditions:
- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon thirty (30) calendar days written notice by either party to the other of intent to terminate.
 - c. If this AGREEMENT is terminated by either party, the CITY agrees to pay to the CONSULTANT all costs and expenses associated with services provided to the effective date of termination. Moneys due and payable will be calculated based on actual costs and the schedule set forth in Attachment ~A".

ARTICLE 24. SURVIVAL

24.1 The terms, conditions, representations, and all warranties contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

The CONSULTANT and the CITY hereby agree to all provisions of this AGREEMENT.

FOR THE CONSULTANT

FOR THE CITY OF WILSONVILLE

STUART L. CATO

CITY MANAGER

ASSOCIATE

RECORDING SECRETARY

KPPF Consulting Engineers Inc.

FIRM

DATE

707 S.W. Washington, Suite 600

ADDRESS

MAILING ADDRESS
30000 S.W. Town Center Loop East
Wilsonville, OR 97070

Portland, OR 97205-3523

CITY AND STATE

91-07-5589

EMPLOYER IDENTIFICATION NO.

DATE

Attachment "A"

**SCOPE OF WORK
MEMORIAL PARK SANITARY SEWER
LIFT STATION RECONSTRUCTION**

The work consists generally of design, bidding and limited construction engineering services for Memorial Park Sanitary Sewer Lift Station reconstruction.

KPFF RESPONSIBILITIES

A. DESIGN SERVICES

1. Prepare topographic survey within 100 foot radius of existing lift station.
2. Prepare soils report and recommendation for special construction methods.
3. Review plans of existing sanitary sewer system; review flow records and calculations for existing and ultimate sanitary sewer flows.
4. Review pertinent material information and prepare (2) approved equals for the pumping equipment and emergency electrical supply system for the pump stations based on manufacture's information and size proposed station for flows established by previous studies listed in 3 above.
5. Prepare plans and specifications for surface mounted pump station over new wet well. Station to include on-site back-up emergency electrical supply system. Said system to be diesel, propane or gas fired.
6. Meet with City staff to establish design, roof line and finish of proposed building to house the proposed pump, controls and emergency generating system.
7. Prepare plans and specifications for a building to house the proposed pump, controls and emergency generating system.
8. Provide City staff with 60% and 80% plans and specifications for review.
9. Develop and provide special specifications and pump station section of specifications based on the Oregon APWA 1990 specifications.
10. Provide City Auto-Cad Version 12 copies of final design plans on 3 1/2 inch diskettes.

B. BIDDING SERVICES

1. Answer City staff and contractor questions during the bidding process.
2. Attend bid opening.

3. Assist the City staff in the review of the three lowest bids and recommend award.
4. Attend pre-construction meeting.

C. PROJECT MANAGEMENT

1. Answer City staff and contractor questions during construction.
2. Review shop drawing.
3. Review change order requests.
4. Visit site (4) times to observe construction progress.

D. ADDITIONAL SERVICES

It is agreed that additional services, if required by the CITY will be authorized by work orders, which will specify in detail the scope and requirements of such additional services.

For scope of work and requirements including the time of completion for each work order shall be as mutually agreed upon between the CITY and CONSULTANT.

Compensation for these services shall be paid by the CITY at a rate as mutually agreed upon between the CITY and the CONSULTANT.

All of the above services would be done by KPFF Consulting Engineers, Inc., Geotechnical Resources, Inc., R & W Engineering Inc. and Hickman, Williams and Associates.

CITY RESPONSIBILITIES

- A. Arrange for public and private utility locations at and around the pump station site.
- B. Take the proposed building through the design review process and obtain City building permit and electrical permit.
- C. Provide construction inspection, testing and prepare pay estimates.
- D. Provide as-constructed plans, maps and copies of pertinent file data for existing site.
- E. Pothole utilities, as need, prior to site survey.
- F. Conduct public meeting, if needed , and respond to citizen inquiries concerning project.
- G. Prepare bid documents.
- H. Prepare as-constructed drawings.

ATTACHMENT "B"

INSURANCE

The CONSULTANT shall purchase and maintain, at his expense, the following types of insurance covering the CONSULTANT, his employees and agents.

1. Workers' Compensation with limits as required by statute. Employer's liability shall be a minimum of \$100,000.
2. Comprehensive general liability insurance covering personal injury & property damage, in an amount not less than \$50,000 for property damage, and \$500,000 per occurrence.
3. Automobile liability insurance in an amount not less than \$50,000 for property damage, and \$500,000 per occurrence.
4. Professional liability insurance covering any personal injury or property damage caused by error, omission, or any negligent act, in an amount not less than \$500,000 per occurrence.

The City of Wilsonville, its Council members, employees and agents shall be Named Insured for Items No. 2 and 3 above.

A copy of the policy or Certificate of Insurance acceptable to the CITY shall be filed with the CITY prior to the effective date of this AGREEMENT. The policy or Certificate of Insurance shall provide for thirty (30) days' notice of cancellation or material change.

(11474 . INS)

ATTACHMENT "C"

FEES AND PAYMENT

CONSULTANT agrees to perform the work tasks identified in Attachment "A"- Scope of Work Payment shall be made to the CONSULTANT for all work performed as included in Attachment "A". Payment to CONSULTANT shall be due upon receipt of itemized invoice and CITY agrees to make payment within 30 days thereafter.

Compensation for these services to be paid to KPFF Consulting Engineers, Inc. shall be in accordance with the following payment schedule. Without prior authorization from the CITY, the total compensation under this agreement shall not exceed amounts listed below.

PAYMENT SCHEDULE

DESIGN, BIDDING & PROJECT MANAGEMENT SERVICES

Billing shall be on an hourly basis, in accordance with the attached schedule, as the work progresses, with a not to exceed figure of \$20,000.

Attachment "C"
HOURLY RATE SCHEDULE
KPFF Consulting Engineer, Inc.

EFFECTIVE THROUGH 12/31/93

Description	Rates
Principal	\$85
Project Manager/Associate	\$75 - 80
Project Engineer	\$50 - 65
Design Engineer/Designer	\$41 - 56
Draftsperson/Technician	\$30 - 46
Clerical	\$26
CASS/Computer	\$25

Field	Rates
Resident Engineer	\$55
Resident Inspector	\$44

Field	Rates
Subcontractor	Cost plus 10%

Expense	Rates
Mileage	\$0.25 per mile
All other (printing, telephone, travel, etc.)	Cost plus 10%