

**RESOLUTION NO. 1073**

**A RESOLUTION OF THE CITY OF WILSONVILLE EXEMPTING THE CITY FROM THE COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH KPFF CONSULTING ENGINEERS INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE PLANNED CHARBONNEAU SANITARY SEWER LIFT STATION RECONSTRUCTION AND CHARBONNEAU DOMESTIC WATER PUMP STATION/RESERVOIR ELECTRICAL UPGRADE AND MODIFICATION.**

WHEREAS, the Charbonneau residential district of the City of Wilsonville was constructed according to the City of Wilsonville Comprehensive Plan to provide residential housing within the City; and

WHEREAS, to provide for the safety and health of those private citizens living within the residential housing within the Charbonneau residential district, certain public utility lines, sanitary sewer lift stations, domestic water pump stations and reservoirs (Improvements) were constructed; and

WHEREAS, approximately twenty (20) years has past since the initial installation of the Charbonneau sanitary sewer lift station and the Charbonneau domestic water pump station and reservoir and some of the associated equipment is approaching the end of the useful service life; and

WHEREAS, there is a clear and present need to modify some of the controls for the domestic water pump station and reservoir to allow for the controlling of these facilities during periods of high water usage or fire conditions to provide for more efficient use of these resources; and

WHEREAS, over the last few years the sanitary sewer lift station has required additional maintenance due to the condition of the associated equipment and the apparent under-design of the station during the initial construction process; and

WHEREAS, at the request of the City Engineer, KPFF Consulting Engineers Inc. was retained to study the associated problems with the operation, maintenance and initial design of the station; and

WHEREAS, KPFF Consulting Engineers Inc. concluded that the initial station

design was sufficient for the anticipated sanitary sewer flows but that the pumps installed within the station are incompatible with and do not operate at an acceptable efficiency level with the size of the force main leaving the station; and

WHEREAS, KPFF Consulting Engineers Inc. recommended and the City Engineer agrees with the replacement of the pumps within the station; and

WHEREAS, the Charbonneau sanitary sewer lift station lacks a provision to supply electrical power for the operation of the station during extended periods of power outage which has lead to the overflow of the station; and

WHEREAS, KPFF Consulting Engineers Inc. recommended and the City Engineer agrees that the instillation of a back-up electrical power supply source for the Charbonneau sanitary sewer lift station would be in the best interest of the citizens of the City of Wilsonville; and

WHEREAS, if timely made the proposed project for the reconstruction of the Charbonneau sanitary sewer lift station and the Charbonneau domestic water pump station/reservoir electrical upgrade and modification can proceed the need to provide for additional control of the domestic water supply system for the City and the continuing maintenance expenses of the lift station;

WHEREAS, the City Engineer has identified the reconstruction of the Charbonneau sanitary sewer lift station and the Charbonneau domestic water pump station/reservoir electrical upgrade and modification as a Sanitary Sewer Capital Improvement Fund Project and a Water Capital Improvement Fund Project respectively; 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, KPFF Consulting Engineers Inc. has prepared a cost estimate to perform the professional services for the reconstruction of the Charbonneau sanitary sewer lift station and the Charbonneau domestic water pump station/reservoir electrical upgrade and modification; and

WHEREAS, the City Engineer has reviewed the proposed costs for the professional services to be provided by KPFF Consulting Engineers Inc. and has found these costs to be fair and equitable; and

WHEREAS, if KPFF Consulting Engineers Inc. provides the professional services for the above referenced projects as well as the planned reconstruction of the Memorial Park sanitary sewer lift station the City will realize cost savings on the order of \$2000 for supplying the professional services concurrently; and

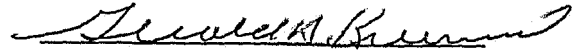
WHEREAS, these fees are calculated to be \$20,000.

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 Charbonneau Sanitary Sewer Lift Station Reconstruction and Charbonneau Domestic Water Pump Station/Reservoir Electrical Upgrade and Modification from competitive bidding, and further concludes this award will not diminish competition and will result in substantial cost 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 KPFF 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
5000-520-7702002	\$95,000
5000-530-7703009	\$25,000

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/AE, 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 Charbonneau Sanitary Sewer Lift Station Reconstruction and the Charbonneau Domestic Water Pump Station/Reservoir Upgrade and Modification.

**Summary:**

The Water Capital Improvement Fund for the 1993-94 fiscal year budget of the City of Wilsonville contains projects for the reconstruction of the Charbonneau Sanitary Lift Station and the Charbonneau Domestic Water Pump Station/Reservoir Upgrade and Modification.

**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 Charbonneau Sanitary Sewer Lift Station and the Charbonneau Domestic Water Pump Station/Reservoir Upgrade and Modification (projects).

**Discussion:**

The projects were constructed early in the development of the Charbonneau District of the City of Wilsonville to provide for the safety and health of those citizens living within the District.

Because of the nature of the water distribution system within the City there has , in the past, been a desire expressed to have the Charbonneau Pump Station and Reservoir react automatically to routine operational needs for high water demand conditions. This later function would and could be in reaction to a fire or such other demand condition. Currently maintenance staff personnel must be despatched and operate the equipment by hand at times after the need is required. The proposed project would add these functions.

The Charbonneau Sanitary Sewer Lift Station has long been the subject of operation and maintenance problems for the maintenance staff. Over the years short-term modifications were carried out to bypass the particular problems.

At the request of the City Engineer, KPFF was retained to help determine the cause of these operational shortcomings. The end result being a determination that the pumps installed within the station do not match the hydraulic characteristics of the force main leaving the station and the pumps not operating at peak electrical efficiency.

As the pumps are now approaching the end of their useful service life (20+ years) the recommendation is to replace the pumps rather than to continue to operate them at less than optimum hydraulic and electrical efficiency.

The station also lacks automatic electric back-up power supply. Due to the relatively small wet well capacity - the possibility of a station overflow during sustained power outages is a concern. The proposed project would add this function.

If approved the design of both projects would start immediately. construction would commence in the spring with completion in the summer of 1994.

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 CHARBONNEAU SANITARY SEWER LIFT STATION RECONSTRUCTION AND CHARBONNEAU DOMESTIC WATER PUMP STATION/RESERVOIR ELECTRICAL UPGRADE AND MODIFICATION**

**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

\_\_\_\_\_  
KPF 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  
CHARBONNEAU SANITARY SEWER  
LIFT STATION RECONSTRUCTION AND CHARBONNEAU DOMESTIC  
WATER PUMP STATION/RESERVOIR ELECTRICAL UPGRADE AND  
MODIFICATION**

The work consists generally of design, bidding and limited construction engineering services for Charbonneau Lift Station reconstruction and Charbonneau domestic water pump station/reservoir electrical upgrade and modification.

**KPFF RESPONSIBILITIES**

**A. DESIGN SERVICES CHARBONNEAU SANITARY SEWER LIFT STATION RECONSTRUCTION**

1. Prepare topographic survey of site within fence and locate upstream manhole of the (2) lines entering the existing wet well.
2. Review plans of existing sanitary sewer system; review flow records and calculations for existing and ultimate sanitary sewer flows.
3. 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 2 above.
4. Prepare plans and specifications for surface mounted pump station over existing wet well. Station to include on-site back-up emergency electrical supply system. Said system to be diesel, propane or gas fired.
5. Meet with City staff to establish design, roof line and finish of proposed building to house the proposed pump, controls and emergency generating system.
6. Prepare plans and specifications for a building to house the proposed pump, controls and emergency generating system.
7. Provide City staff with 60% and 80% plans and specifications for review.
8. Develop and provide special specifications and pump station section of specifications based on the Oregon APWA 1990 specifications.
9. Provide City Auto-Cad Version 12 copies of final design plans on 3 1/2 inch diskettes.

**B. DESIGN SERVICES CHARBONNEAU DOMESTIC WATER PUMP STATION/RESERVOIR UPGRADE AND MODIFICATION**

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1. Visit site and review operation of existing pump station and reservoir control equipment.
2. Review plans and specifications of existing pump station and reservoir control equipment.
3. Review pertinent material information and rprepare approved equals for modifications to the pump station and reservoir control equipment based on manufacturers information.
4. Prepare plans and specifications for modifications to the pump station adn reservoir control equipment.
5. Provide City with 60% and 80% plans and specifications for review.
6. Provide City with Auto Cad Version 12 copies fo final plans on 3 1/2 inch diskettes.

C. 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.

E. CITY RESPONSIBILITIES

1. Arrange for public and private utility locations at and around the pump station site.
2. Take the proposed building through the design review process and obtain City building permit and electrical permit.
3. Provide construction inspection, testing and prepare pay estimates.
4. Provide as-constructed plans, maps and copies of pertinent file data for existing site.
5. Pothole utilities, as need, prior to site survey.
6. Conduct public meeting, if needed , and respond to citizen inquiries concerning project.
7. Prepare bid documents.
8. 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%