

RESOLUTION NO. 2792

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITTH, INC. FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE MEMORIAL PARK PUMP STATION PROJECT (CAPITAL IMPROVEMENT PROJECT #2065).

WHEREAS, the City has planned and budgeted for Capital Improvement Project (CIP) #2065, known as the Memorial Park Pump Station Relocation project; and

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

WHEREAS, Murraysmith, Inc. was selected as the most qualified consultant and was awarded a contract for the Memorial Park Pump Station Relocation (CIP #2065) for design services in the amount of \$500,000.00 on December 4, 2017 via Resolution No. 2659; and

WHEREAS, the City further authorized entering into a First Amendment to the Professional Services Agreement for an additional \$160,380 on January 7, 2019 via Resolution No. 2719; and

WHEREAS, the City now needs to incorporate additional architectural changes and arborist consultation into the design of the pump station and thus requires additional design services from a qualified consultant to accommodate the added scope of work; and

WHEREAS, the City desires to further amend the Professional Services Agreement with Murraysmith, Inc. to include additional design services for the Memorial Park Pump Station Relocation project; and

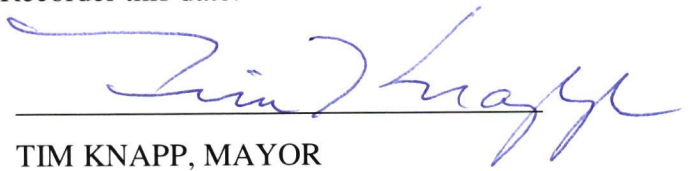
WHEREAS, Oregon Administrative Rules (OAR 137-048-0200(1)(c) – “Continuation of Project with Intermediate Fee”) allows the City to utilize Murraysmith, Inc.’s engineering services without undertaking a new procurement process; and

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules.

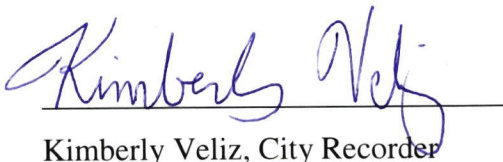
2. The Professional Services Agreement complies Oregon Public Contracting Rules for Continuation of Project with Intermediate Fee (OAR 137-048-0200(1)(c)).
3. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, the Second Amendment to the Professional Services Agreement with Murraysmith, Inc. for a not-to-exceed amount of Nineteen thousand two hundred forty seven dollars (\$19,247.00), which Second Amendment is in substantially similar form to **Exhibit A** attached hereto.
3. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 3rd day of February 2020, and filed with the Wilsonville City Recorder this date.



TIM KNAPP, MAYOR

ATTEST:



Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBIT:

- A. Second Amendment to Professional Services Agreement, Murraysmith, Inc. – Memorial Park Pump Station Project

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

MURRAYSMITH, INC. – MEMORIAL PARK PUMP STATION PROJECT

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective the ____ day of _____ 2020 (“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 December 11, 2017 relating to the Memorial Park Pump Station Project (“Project”), which included a compensation amount guaranteed not to exceed \$500,000 (“Compensation Amount”) for the performance of the services provided therein; and

WHEREAS, on January 7, 2019, the City Council for the City approved, through Resolution No. 2719, a first amendment (“First Amendment”) to the Agreement for certain additional services, which increased the Compensation Amount by \$160,380 to a new total of \$660,380 (“Updated Compensation Amount”) and which extended the Agreement term to December 31, 2020; and

WHEREAS, the City now requires services as provided in **Exhibit A** attached hereto (“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 also needed to complete the Additional Services described in this Second Amendment; and

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 March 31, 2021.

Section 2. Additional Services To Be Provided

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

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed NINETEEN THOUSAND TWO HUNDRED FORTY-SEVEN DOLLARS (\$19,247) for performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with the Updated Compensation Amount, equals a total not-to-exceed amount of SIX HUNDRED SEVENTY-NINE THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS (\$679,627) for the performance of all the services, including the Additional Services, as provided in the Agreement, the First Amendment, and the Second Amendment (“Total Compensation Amount”).

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:

MURRAYSMITH, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Amanda R. Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

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EXHIBIT A

AMENDMENT 2 SCOPE OF SERVICES MEMORIAL PARK PUMP STATION IMPROVEMENTS CITY OF WILSONVILLE

Project Overview and Understanding

The City of Wilsonville is improving its Memorial Park Pump Station to increase capacity and reliability. Additional design work and coordination with the City's arborist was requested by the City during the 60% design review meeting. This includes revising the proposed building architecture from the previously approved design, revising the site plan to include a path that extends through the site, revising the proposed fiber optic system alignment to include additional drop sites and a new alignment, and meeting with the City's arborist and providing staking of the proposed building corners for the City's arborist to review for potential tree impacts.

This scope of work includes the additional design phase engineering services as described below.

Scope of Services

Additional work outlined in this amendment is included as either supplemented existing subtasks or new subtasks added to the existing task list. The task affected by this amendment are listed below and followed by a detailed scope of work.

Task 7 – Final Design Documents

The Consultant will perform the following services under this amendment:

Task 7. Final Design Documents (Existing Task Amended)

Objective:

To prepare contract plans, specifications, and bidding documents for soliciting bids and constructing the project.

Activities:

7.8 Revise Site Plan to Add Path (New Task)

Services under this task include revising the site plan and landscaping plans to add a concrete walking path through the site.

7.9 Revised Fiber Alignment (New Task)

Services under this task include a site visit to walk the revised alignment to confirm the locations and identify potential construction impacts to existing structure and trees. A feasibility review for using HDD installation was also provided for sections of fiber that will traverse vegetated slopes. New fiber optics plans were prepared under this task.

7.10 Coordination with City's Arborist (New Task)

Services under this task include an on-site meeting with the City's arborist to review potential impacts from the pump station improvements on existing trees. Survey stakes of the proposed building outline, wet well, and retaining wall were provided as requested by the Arborist. Services under this task also include coordination of tree protection and erosion control measures with the City's arborist as well.

Task Deliverables

1. Revised site plan and landscaping plans to accommodate a concrete walking path.
2. Updated fiber plans for new alignment.
3. Survey hubs of proposed building, wet well, and retaining wall for City's arborist review of potential tree impacts.

Payment

Payment will be made at the billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Subconsultants, when required by the Consultant, will be charged at actual costs plus a 10 percent fee to cover administration and overhead. Direct expenses will be paid at the rates shown in the table below.

Principal Engineer VI	\$245.00
Principal Engineer V	237.00
Principal Engineer IV	227.00
Principal Engineer III	218.00
Principal Engineer II	209.00
Principal Engineer I	201.00
Professional Engineer IX	193.00
Engineering Designer IX	185.00
Professional Engineer VIII	183.00
Engineering Designer VIII	176.00
Professional Engineer VII	174.00
Engineering Designer VII	167.00
Professional Engineer VI	165.00
Engineering Designer VI	159.00
Professional Engineer V	156.00
Engineering Designer V	150.00
Professional Engineer IV	146.00
Engineering Designer IV	146.00
Professional Engineer III	142.00
Engineering Designer III	142.00
Engineering Designer II	131.00
Engineering Designer I	120.00
Technician IV	141.00
Technician III	126.00
Technician II	110.00
Technician I	93.00
Administrative III	100.00
Administrative II	93.00
Administrative I	81.00

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Computer Aided Design and Drafting.....	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage.....	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Time and Performance

The anticipated project schedule is as follows:

Consultant Notice to Proceed	December 2018
Preliminary Design Complete	December 2018
Design Complete	February 2020
Construction Complete	September 2020
Project Complete.....	December 2020

MEMORIAL PARK PUMP STATION
CITY OF WILSONVILLE
AMENDMENT 2 - PROPOSED FEE ESTIMATE

							ESTIMATED FEES						
	Principal Engineer II MLC \$209	Professional Engineer IX AJC \$193	Professional Engineer V EPK \$156	Engineering Designer I FC \$120	Technician IV TBD \$141	Hours	Labor	Subconsultants			Subconsultant Total	Expenses	Total
								Survey BlueDot	Land Arch GreenWorks	Build Arch MWA			
Task 7 - Final Design Documents													
Task 7.8 - Site Plan Revisions to add path	2	4	4	8	4	22	\$ 3,338			\$ 2,750	\$ 2,750	\$ 72	\$ 6,160
Task 7.9 - Revise Fiber Alignment	2	4	6	10	12	34	\$ 5,018		\$ 1,375		\$ 1,375	\$ 216	\$ 6,609
Task 7.10 - Coordination with City's Arborist		6	8	16	8	38	\$ 5,454	\$ 880			\$ 880	\$ 144	\$ 6,478
Task 7 Subtotal	4	14	18	34	24	94	\$ 13,810	\$ 880	\$ 1,375	\$ 2,750	\$ 5,005	\$ 432	\$ 19,247
TOTAL - ALL TASKS	4	14	18	34	24	94	\$ 13,810	\$ 880	\$ 1,375	\$ 2,750	\$ 5,005	\$ 432	\$ 19,247