

**RESOLUTION NO. 2704**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR BID SUPPORT AND CONSTRUCTION ENGINEERING SERVICES FOR THE WATER TREATMENT PLANT SURGE TANK PROJECT (CAPITAL IMPROVEMENT PROJECT #1111).**

WHEREAS, the City has planned and budgeted for the completion of Capital Improvement Project (CIP) #1122, known as the Willamette River Water Treatment Plant 2017 Master Plan Update project, under which the Water Treatment Plant Surge Tank project (CIP #1111) was included under Task 700; and

WHEREAS, the City solicited Requests for Proposals for Engineering Services from qualified consultants for the Willamette River Water Treatment Plant 2017 Master Plan Update 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, Carollo Engineers, Inc. was the only responsive proposer, was selected as the most qualified consultant, and was awarded a contract for the 2017 Water Treatment Plant Update (CIP #1122) and Water Treatment Plant Surge Tank (CIP #1111) design services, and performed and completed the authorized services to the satisfaction of the City; and

WHEREAS, the City now needs to prepare a construction services bid packet, advertise and award the bid, and construct the Water Treatment Plant Surge Tank project and thus requires bid support and construction engineering services from a qualified consultant; and

WHEREAS, the City desires to amend the Professional Services Agreement contract with Carollo Engineers, Inc. to include bid support and construction engineering services for the Surge Tank project; and

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

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

1. The procurement process for the Project duly followed Oregon Public Contracting Rules.
2. The First Amendment to the Professional Services Agreement complies with 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 First Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for a not-to-exceed amount of One-hundred eighty-eight thousand eight-hundred thirty-nine dollars (\$188,839.00), which First 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 thereof this 6<sup>th</sup> day of August 2018, 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 Starr	Yes
Councilor Stevens	Excused
Councilor Lehan	Yes
Councilor Akervall	Yes

Attachment:

Exhibit A – First Amendment to Professional Services Agreement for Surge Tank Bid Support and Construction Management Services

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

**Carollo Engineers, Inc. – Water Treatment Plant Surge Tank Project**

This First Amendment to Professional Services Agreement (“First Amendment”) is effective the \_\_\_\_ day of August, 2018 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Carollo Engineers, Inc.**, a Delaware corporation (“Consultant”), upon the terms and conditions set forth below.

**RECITALS**

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on June 20, 2017 relating to the Water Treatment Plant Master Plan Update and the Water Treatment Plant Surge Tank Project; and

WHEREAS, the City requires additional engineering services for the Water Treatment Plant Surge Tank Project (“Project”), including construction service bid support and construction engineering services (“Additional Services”), which Consultant is capable of providing, under terms and conditions hereinafter described; 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 services as the City does hereinafter require; and

WHEREAS, OAR 137-048-0200(1)(c) allows the City to enter into this First Amendment with Consultant for the Additional Services.

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 more particularly described in **Exhibit C**, attached hereto and incorporated by reference herein, for the Project 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 First Amendment shall be completed by no later than July 31, 2019.

**Section 3. Compensation**

The City agrees to pay Consultant on a time and materials basis an amount not to exceed ONE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS (\$188,839.00) for performance of the Additional Services (“Compensation Amount”). The Compensation Amount for performance of the Additional Services will be paid according to **Section 3** of the Agreement.

3.1. Any compensation in excess of the Compensation Amount will require an express written Change Order to be executed between the City and Consultant. Consultant’s Rate Schedule is set forth in **Exhibit D**, attached hereto and incorporated by reference herein. Compensation above the Compensation Amount will require a written Change Order executed in compliance with the provisions of **Section 15** of the Agreement.

**Section 4. All Other Terms**

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

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

Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect, as originally written.

**CONSULTANT:**

**CITY:**

CAROLLO ENGINEERS, INC.

CITY OF WILSONVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Print Name) \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No.86-0899222

APPROVED AS TO FORM:

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

**CITY OF WILSONVILLE**  
**WILLAMETTE RIVER WATER TREATMENT PLANT**  
**SURGE TANK PROJECT BID SUPPORT AND CONSTRUCTION MANAGEMENT**  
**AND ENGINEERING SERVICES**

**SCOPE OF WORK**

**BACKGROUND**

The 2017 Willamette River Water Treatment Plant (*WRWTP*) *Master Plan Update* identified the need for the addition of a Surge Tank on the discharge side of the Finished Water Pump Station. The CONSULTANT has produced 100% bid ready documents for installation of the surge tank and related piping. The following provides a Scope of Services for: Bid Period Services, Construction Management (CM) and Engineering Services during Construction (ESDC) during the construction phase of the project.

**GENERAL PROJECT ASSUMPTIONS**

- Carollo Engineers, Inc. and partner subconsultants are referred to as “CONSULTANT” in this document.
- The City of Wilsonville and its staff is referred to as “Wilsonville” in this document.
- All submittals will be provided in electronic format and transmitted via email or secure file transfer.
- Meeting notes and related materials will be transmitted as .docx or .pdf files.
- Tables and calculations will be transmitted as .xlsx or .pdf files
- All draft drawings for review will be delivered to Wilsonville in .pdf format
- All final drawings destined for inclusion in a construction plan will be delivered to Wilsonville in AutoCAD 2017.
- Wilsonville will print and produce copies of all documents as necessary for its use.
- All meetings will be held onsite at the WRWTP unless otherwise stated in specific scope task descriptions.
- Wilsonville will submit one compiled set of review comments on all Consultant submittals.
- Construction of the project will last six (6) months from notice-to-proceed to substantial completion. This timeframe includes ordering, installing, and testing equipment.
- Construction management (CM) staff will be onsite for eight (8) non-consecutive weeks.

## SCOPE OF WORK

### TASK 100 – BID PERIOD SERVICES

This Task includes supporting Wilsonville as needed during the bidding and construction contractor selection process.

**Task 101 – Front-end Specifications:** The CONSULTANT will create specifications that outline the administrative, organizational, performance, and payment requirements for the surge tank construction project. The CONSULTANT will prepare draft and final front-end specifications to be combined with the issued for construction (IFC) specifications and drawings for a complete set of bid-ready documents

**Task 102 – Bid Review Support:** The CONSULTANT will support Wilsonville during the complete Bid Period. The CONSULTANT will perform the following:

1. Bid tracking and management
2. Answer bidder questions regarding the bid documents.
3. Prepare and issue addendum(s), if necessary to address bidder questions, and clarify or expand the Bid Documents.
4. Conduct Pre-Bid Conference with prospective bidders. Meeting shall include an overview of the project, site tour, and clarification of questions from prospective bidders.
5. Attend bid opening and prepare bid tabulation sheet.
6. Evaluate bids and bidders, to verify conformance with Contract Document requirements.
7. Provide written recommendation for award to Wilsonville.
8. Provide Conformed documents (in .pdf and electronic format).

#### Deliverables:

- a. Pre-Bid Conference agenda and meeting minutes.
- b. Draft and Final Front-end Specifications
- c. Addendum, if necessary.
- d. Bid tabulation sheet.
- e. Written recommendation for award to Wilsonville.

#### Assumptions:

- a. City will provide example of front-end specifications on similar construction project in .docx format
- b. Front end specifications will have one draft and one final submittal
- c. Wilsonville will administer the bidding process, including advertising the project and distribute the bid package and addenda to prospective bidders.
- d. CONSULTANT will prepare up to two (2) addenda to the construction documents.
- e. The surge tank construction project will receive bids from up to five (5) construction companies

- f. Bid period will last up to four (4) weeks.
- a. Daily inspection reports for each day onsite.

Assumptions:

- a. EADOCs will be used for Document Control. CONSULTANT will pay associated usage fees.
- b. Review of up to five (5) Changer Order requests from Contractor.
- c. Develop up to two (2) Change Orders for implementation by Wilsonville.
- d. Attend eight (8) weekly construction meetings.
- e. Onsite CM will be full-time for eight (8).
- f. Consultant will be onsite through-out the duration of the finished water pipeline draining, connection, and refilling.
- g. Wilsonville will provide and pay for Special Inspection Services, Materials Testing, and Electrical Inspection.

**TASK 300 – SURGE TANK ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)**

This Task includes providing ESDC of the surge tank. The CONSULTANT will work in collaboration with Wilsonville to execute the design intent, as follows:

**Task 301 – ESDCs:** The CONSULTANT will provide support and consultation to Wilsonville throughout the construction period, as outlined in the following tasks.

- 1. Respond to RFI's.
- 2. Review and respond to Submittals.
- 3. Complete and Issue Record Drawings.
- 4. Provide Structural Observation as defined on Drawing GS-1.

**Task 302 – Inspection Services:** The Consultant will provide engineering inspection services and reporting as requested by the Construction Manager. It is anticipated that inspection will be needed for the following construction activities:

- 1. Sitework and excavation
- 2. Electrical conductors and conduit rerouting
- 3. Steel pipe installation and pressure testing
- 4. Concrete foundation construction
- 5. Plant shutdown and preparation planning
- 6. Piping connection to the High Service Pump Station
- 7. Surge tank installation
- 8. Finished-water flow meter replacement and vault construction
- 9. HSPS piping additions

Deliverables:

- a. Final Record Drawings shall include full size asbuilt mylars, digitally signed asbuilt PDF, as well as asbuilt AutoCAD file. AutoCAD file shall be 2017, or later, and include all external references and image files. Datum to be NAVD 88.
- b. Reviewed shop drawings, material testing reports, and field testing reports
- c. RFI responses

- d. Inspection reports

Assumptions:

- a. CONSULTANT will review fifteen (15) RFIs at two (2) hours each.
- b. CONSULTANT will review forty (40) submittals at three (3) hours each.
- c. Attend two (2) weekly construction meetings.
- d. Four (4) site visits for Structural Observation.
- e. CONSULTANT will spend up to ten (10) hours on construction plan modifications
- f. Record drawings will be based on redline modifications provided by the Construction Contractor.
- g. The CONSULTANT will spend two (2) hours onsite per week of construction for inspections.
- h. CONSULTANT will be onsite throughout the duration of the finished water pipeline draining, connection, and refilling.

**TASK 400 – PROJECT MANAGEMENT**

The purpose of this task is to manage all activities within the Project as assigned by Wilsonville and maintain the project within the contracted scope, schedule, and budget. This includes project administration, monthly invoicing, client and team coordination, and quality management necessary to successfully complete the Project to Wilsonville's expectations. This task assumes that one hour of project management time will be needed per week during project duration (six months) and an additional three hours per week will be necessary during on-site construction (eight weeks).



**CITY OF WILSONVILLE  
SURGE TANK BID PERIOD AND CONSTRUCTION MANAGEMENT SERVICES  
CAROLLO AND SUBCONSULTANT SCOPE OF SERVICES**

TASK / DESCRIPTION	CAROLLO LABOR HOURS AND COSTS											SUBCONTRACTOR COSTS			DIRECT EXPENSE			TOTAL COST
	PM \$240	TAC \$240	Project Engineer \$208	Senior Prof. \$185	Prof. \$146	CAD/Graph ics \$141	Asst. Prof. \$129	Tech. \$109	Document Proc. \$100	Total Hours	Labor Cost	Stantec	Total Sub Markup 5%	Total Subs	Other Direct Charges	PECE @ \$/hr \$ 11.70	Total Direct Charges	
<b>Task 100. Bid Period Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>44</b>	<b>\$ 7,304</b>	<b>\$ 23,365</b>	<b>\$ 733</b>	<b>\$ 15,383</b>	<b>\$ 300</b>	<b>\$ 515</b>	<b>\$ 815</b>	<b>\$ 23,501</b>
101 Front-end Specifications	0	0	0	4	0	0	0	0	0	4	\$ 740	\$ 8,715	\$ 436	\$ 9,151	\$ -	\$ 47	\$ 47	\$ 9,938
a Front-end Specifications				4						4	\$ 740	\$ 8,715	\$ 436	\$ 9,151	\$ -	\$ 47	\$ 47	\$ 9,938
										0	\$ -							
102 Bid Review Support	0	0	0	28	4	0	0	0	8	40	\$ 6,564	\$ 5,935	\$ 297	\$ 6,232	\$ 300	\$ 468	\$ 768	\$ 13,564
a Answer Bidder Questions and Issue Addendum				4					4	8	\$ 1,140	\$ 2,330	\$ 117	\$ 2,447	\$ -	\$ 94	\$ 94	\$ 3,680
b Conduct Pre-Bid Meeting				8	4				2	14	\$ 2,264	\$ 1,275	\$ 64	\$ 1,339	\$ 150	\$ 164	\$ 314	\$ 3,917
c Attend Bid Opening				4						4	\$ 740	\$ -	\$ -	\$ -	\$ 150	\$ 47	\$ 197	\$ 937
d Review Bids				8					2	10	\$ 1,680	\$ -	\$ -	\$ -	\$ -	\$ 117	\$ 117	\$ 1,797
e Generate Conformed Documents				4						4	\$ 740	\$ 2,330	\$ 117	\$ 2,447	\$ -	\$ 47	\$ 47	\$ 3,233
<b>Task 200. CM Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>468</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>530</b>	<b>\$ 79,288</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,201</b>	<b>\$ 6,201</b>	<b>\$ 85,489</b>
200 CM Services	0	0	0	56	468	0	0	0	6	530	\$ 79,288	\$ -	\$ -	\$ -	\$ -	\$ 6,201	\$ 6,201	\$ 85,489
a Document Control System (EADOCs)					8				4	12	\$ 1,568	\$ -	\$ -	\$ -	\$ -	\$ 140	\$ 140	\$ 1,708
b Conduct Pre-Construction Conference				8	4				2	14	\$ 2,264	\$ -	\$ -	\$ -	\$ -	\$ 164	\$ 164	\$ 2,428
c Review Contractor's Schedule of Values and Schedule				4						4	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ 47	\$ 47	\$ 787
d Review Change Order requests and prepare Change Documentation when necessary				4						4	\$ 740	\$ -	\$ -	\$ -	\$ -	\$ 47	\$ 47	\$ 787
e Conduct Eight Weekly Construction Meetings				32	32					64	\$ 10,592	\$ -	\$ -	\$ -	\$ -	\$ 749	\$ 749	\$ 11,341
f Provide Onsite Inspection Services					400					400	\$ 58,400	\$ -	\$ -	\$ -	\$ -	\$ 4,680	\$ 4,680	\$ 63,080
g Provide Onsite Services during Finished Water Pipe Draining, Connection and Filling				8	24					32	\$ 4,984	\$ -	\$ -	\$ -	\$ -	\$ 374	\$ 374	\$ 5,358
<b>Task 300. Engineering Services During Construction</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$ 1,480</b>	<b>\$ 62,651</b>	<b>\$ 3,133</b>	<b>\$ 65,784</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 67,264</b>
301 ESDCs	0	0	0	8	0	0	0	0	0	8	\$ 1,480	\$ 33,851	\$ 1,693	\$ 35,544	\$ -	\$ -	\$ -	\$ 37,024
a Attend Construction Meetings										0	\$ -	\$ 3,440	\$ 172	\$ 3,612	\$ -	\$ -	\$ -	\$ 3,612
b Respond to RFIs										0	\$ -	\$ 4,620	\$ 231	\$ 4,851	\$ -	\$ -	\$ -	\$ 4,851
c Review Submittals and Shop Drawings				4						4	\$ 740	\$ 18,480	\$ 924	\$ 19,404	\$ -	\$ -	\$ -	\$ 20,144
d Modify Construction Documents										0	\$ -	\$ 1,778	\$ 89	\$ 1,867	\$ -	\$ -	\$ -	\$ 1,867
e Final Record Drawings				4						4	\$ 740	\$ 5,533	\$ 277	\$ 5,810	\$ -	\$ -	\$ -	\$ 6,550
										0	\$ -				\$ -	\$ -	\$ -	
302 Inspection Services	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 28,800	\$ 1,440	\$ 30,240	\$ -	\$ -	\$ -	\$ 30,240
a Inspection Services										0	\$ -	\$ 28,800	\$ 1,440	\$ 30,240	\$ -	\$ -	\$ -	\$ 30,240
										0	\$ -				\$ -	\$ -	\$ -	\$ -
<b>Task 400. Project Management</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50</b>	<b>\$ 12,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 585</b>	<b>\$ 585</b>	<b>\$ 12,585</b>
400 Project Management	50	0	0	0	0	0	0	0	0	50	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 585	\$ 585	\$ 12,585
	50									50	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 585.00	\$ 585	\$ 12,585
<b>TOTAL (100-300)</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>96</b>	<b>472</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>632</b>	<b>\$ 100,072</b>	<b>\$ 86,016</b>	<b>\$ 3,865</b>	<b>\$ 81,166</b>	<b>\$ 300</b>	<b>\$ 7,301</b>	<b>\$ 7,601</b>	<b>\$ 188,839</b>