

RESOLUTION NO. 2850

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO AMEND AN EXISTING PERSONAL SERVICES AGREEMENT CONTRACT WITH MURRAYSMITH ASSOCIATES FOR THE DESIGN AND CONSTRUCTION OVERSIGHT OF CIP# 4722 LED STREET LIGHT CONVERSION PHASE 1 PROJECT.

WHEREAS, after undertaking a formal request for proposals, the City entered into a Master Professional Services Agreement 2018-116MSA (“Agreement”) with Consultant on November 9, 2018 relating to on call engineering and related services; and

WHEREAS, the City entered into Task Order #004 under the Agreement on November 4, 2019 for the LED Street Light Conversion Project (“Project”); and

WHEREAS, the City requires 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 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:

The Agreement is amended as follows:

Section 1. Additional Services To Be Provided

Consultant will perform the Additional Services more particularly described in Exhibit A, 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 April 4, 2021.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TWENTY-FOUR THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$24,197) for performance of the Additional Services (“Additional Compensation Amount”). Consultant’s estimate of time and materials is attached hereto as Exhibit A.

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 First Amendment.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 21st day of September 2020, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Tim Knapp
C2B6698B3949461

TIM KNAPP, MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
E784DE402768498

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBIT:

- A. First Amendment to 2018-116 MSA Task Order #004 On-Call Engineering Related Services for CIP#4722 LED Street Light Conversion Phase 1 project.

CITY OF WILSONVILLE
FIRST AMENDMENT TO MPSA 2018-116MSA TASK ORDER #004
On-Call Civil Engineering and Related Services

Street Lighting LED Conversions Project

This First Amendment to Task Order #004 of the Master Professional Services Agreement 2018-116MSA (“First 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, after undertaking a formal request for proposals, the City entered into a Master Professional Services Agreement 2018-116MSA (“Agreement”) with Consultant on November 9, 2018 relating to on call engineering and related services; and

WHEREAS, the City entered into Task Order #004 under the Agreement on November 4, 2019 for the LED Street Lighting Conversion Project (“Project”); and

WHEREAS, the City requires 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 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 more particularly described in **Exhibit A**, 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 April 4, 2021.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TWENTY-FOUR THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$24,197) for performance of the Additional Services (“Additional Compensation Amount”). Consultant’s estimate of time and materials is attached hereto as **Exhibit A**.

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 First Amendment.

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

CONSULTANT:

MURRAYSMITH, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon

EXHIBIT A

Street Lighting LED Conversion Project - City of Wilsonville				
Contract Amendment Summary				
		Original Budget	Increase	Justification
Task 1	Project Management and Coordination	\$ 10,399	\$ 9,343	Additional weekly progress phone calls with City to coordinate project elements. Additional invoices and progress estimates prior to Phase 2 construction.
Task 2	Public Outreach Assistance	\$ 3,775		
Task 3	50% Design	\$ 16,877		
Task 4	90% Design	\$ 24,775		
Task 5	Final Design	\$ 13,464	\$ 7,771	Added plan sheets to provide additional detail to reduce contractor risk, improve bidding and reduce construction change orders
Task 6	Bidding Services (Phase 1 Only)	\$ 2,188	\$ 2,313	Additional Addendums and Rebid Package Preparation
Task 7	Construction Administration and Inspection Assistance (Phase 1 Only)	\$ 25,137		
New Task	Energy Trust Application Assistance		\$ 4,193	Coordinated and completed Energy Trust of Oregon applications for rebates for City
	Expenses	\$ 1,582	\$ 576	Additional CAD hours for Phase 2 PS&E efforts.
		\$ 98,197	\$ 24,197	