RESOLUTION NO. 2962

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT WITH STANTEC CONSULTING SERVICES FOR CONSTRUCTION SUPPORT SERVICES FOR THE WILLAMETTE RIVER WATER TREATMENT PLANT EXPANSION PROJECT (CAPITAL IMPROVEMENT PROJECT #1144).

WHEREAS, the City has planned and budgeted for engineering consulting services for Capital Improvement Project #1144, known as the Water Treatment Plant Expansion project (the Project); and

WHEREAS, the City solicited proposals from qualified consulting firms for the Project that duly followed State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, Stantec Consulting Services was selected as the most qualified consultant, was awarded a contract for engineering design services, and performed and completed services to the satisfaction of the City; and

WHEREAS, the City desires to amend the Professional Services Agreement contract with Stantec Consulting Services to perform construction support services for the Project; and

WHEREAS, following the substantial completion of engineering design phase services and under the direction of the City, a detailed scope of work for construction support services was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

- 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Stantec Consulting Services has provided a responsive and responsible proposal for engineering consulting services.
- 2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement contract amendment with

- Stantec Consulting Services for a not-to-exceed amount of \$1,296,799.95, which is substantially similar to **Exhibit A** attached hereto.
- 3. In order to allow future minor contract amendments, if needed, to occur without having to come back to City Council, the authorized Professional Services Agreement contract total is hereby adjusted up to \$5,314,553.53, allowing for continued Contracting Agency approval of contract amendments that exceed this adjusted amount by fifteen percent (15%) in accordance with City Code requirements.
- 3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 24th day of February, 2022, and filed with the Wilsonville City Recorder this date.

Julie Fitzgerald
Julie Fitzgerald, Mayor

ATTEST:

Nimberly Veliz
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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBIT:

A. Fourth Amendment to Willamette River Water Treatment Plant Expansion Professional Services Agreement

CITY OF WILSONVILLE FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

WILLAMETTE RIVER WATER TREATMENT PLANT EXPANSION

This Fourth Amendment to Professional Services Agreement ("Fourth Amendment") is effective the _____ day of February 2022 ("Effective Date"), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon ("City"), and **Stantec Consulting Services**, **Inc.**, a New York corporation ("Consultant"), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with Consultant on July 13, 2020, relating to the Design of the Willamette River Water Treatment Plant Expansion Project ("Project"); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement ("First Amendment") with Consultant on March 18, 2021; and

WHEREAS, the City entered into a Second Amendment to Professional Services Agreement ("Second Amendment") with Consultant on June 29, 2021; and

WHEREAS, the City entered into a Third Amendment to Professional Services Agreement ("Third Amendment") with Consultant on September 7, 2021; and

WHEREAS, the City requires additional services, as described below, 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. Term

The term of the Agreement is hereby extended to June 30, 2024.

Section 2. Additional Services To Be Provided

Consultant will provide the City with construction support services and all of the services set forth in **Exhibit A**, attached hereto and incorporated by reference herein ("Additional Services"). The Additional Services are more particularly described in Exhibit A. Consultant has retained Subconsultant CDM Smith to perform the bulk of the Additional Services, which will be supervised and overseen by Consultant and for which Consultant assumes full responsibility and liability.

Section 3. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this Fourth Amendment shall be completed by no later than June 30, 2024.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE MILLION TWO HUNDRED NINETY-SIX THOUSAND SEVEN HUNDRED NINETY-NINE DOLLARS AND NINETY-FIVE CENTS (\$1,296,799.95), for performance of the Additional Services ("Additional Compensation Amount") which, when totaled with the Compensation Amount, equals a total not-to-exceed amount of FIVE MILLION THREE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED FIFTY-THREE DOLLARS AND FIFTY-THREE CENTS (\$5,314,553.53) for the performance of the Services and Additional Services ("Total Compensation Amount"). Consultant's estimate of time and materials is attached hereto as **Exhibit B**, and incorporated herein by reference.

Section 5. 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 Fourth Amendment.

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

CONSULTANT:	CITY:
STANTEC CONSULTING SERVICES, INC.	CITY OF WILSONVILLE
By:	By:
Print Name:	Print Name:
As Its:	As Its:
Employer I.D. No. 11-2167170	APPROVED AS TO FORM:
	Ryan Adams, Assistant City Attorney City of Wilsonville, Oregon

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DRAFT 1/31/22
EXHIBIT A
City of Wilsonville - WTP Expansion

Amendment 4: Engineering Services During Construction

Task 1 - Project Management

1.1 Invoicing and Reporting

Provide monthly billing invoices with progress reporting. Monthly invoices shall include a breakdown of hours by staff category billed by task. Include a summary of cost to date and percentage complete by task. Provide monthly project status reports with an overview of the past month's activities and identification of upcoming project activities and milestones in the coming month. A total of twenty (20) monthly reports are anticipated for this scope of work, which includes Construction Phase: March 2022 – September 2023 and Project Closeout: December 23 – February 2024.

1.2 Subcontract Management

The ENGINEER will manage all subcontracts, subcontract invoicing and general coordination with each subcontractor or subconsultant as follows:

- 1. HDR (Electrical, Building Mechanical, Diesel Fuel)
- 2. CDM Smith (Ozone),
- 3. Portland Engineering (I&C)

Any ICBO specialty inspection and testing subconsultants will be provided directly by the CITY.

Deliverables

- 1. One invoice will be submitted for monthly payment in PDF format.
- 2. Project Status Report will be submitted with invoice in PDF format.

Assumptions

- 1. The CITY will take the lead as the Construction Manager (CM) and will coordinate site visits, special inspection, structural observations, and periodic inspections.
- 2. The CITY will take and deliver notes from meetings, monitor the schedule, and follow up on action items.
- 3. The CITY will monitor pay applications and certified payroll

Task 8 - Engineering Services During Construction

The ENGINEER will provide the following services during construction, commissioning, and post-construction:

8.1 Manage ENGINEER Team

Management will consist of tracking and distribution of submittals and RFIs to the appropriate ENGINEER team members for response. ENGINEER will maintain a technical submittal and RFI log for tracking progress on each item. It is assumed that the CITY will maintain the official submittal and RFI logs and will communicate with the ENGINEER for status updates. ENGINEER will utilize ProjectWise (PW) for organizing and filing submittals. The CITY will be given access to PW, and final submittal and RFI's will be posted for the CITY to review and distribute to the CONTRACTOR. The ENGINEER also will coordinate site visits and other meetings with the CITY and CM/GC during this phase.

8.2 Preconstruction Meeting



ENGINEER will attend a preconstruction meeting with CM/GC, CITY, and Veolia to be conducted at WRWTP. The purpose of the conference will be to discuss communication, coordination, and other procedures and discuss general work plan and project requirements. CITY will take notes or otherwise record the results of this conference. The preconstruction meeting is expected to be 2 hours, and up to 3 Stantec engineers will be in attendance either onsite or virtually.

Assumptions

- **1.** The CITY will be responsible for preparing the agenda and distributing final meeting minutes and action items for the Preconstruction Conference.
- 2. 6 special meetings will be attended by Stantec's SUBCONSULTANT's lead engineer or an approximate project engineer; meetings will be approximately two (2) hours in length and will require approximately two (2) hours of preparation

8.3 Shop Drawings, Submittals and RFI's

ENGINEER shall review and comment on submittals for substantial conformance with the Contract Documents and any special provisions. Submittals will originate with the CM/GC and will be submitted in accordance with the Contract Documents, and will consist of such items as design drawings; calculations; shop drawings; working drawings; certificates; lists of materials; operating instructions; catalog cuts; data sheets; samples and mockups; installation instructions; plans to accommodate portions of the work; quality control plans; manufacturers' and contractors' Operations and Maintenance Manuals and Training Plans; environmental and pollution control plans; and other items used to administer the construction and performance of the Work. Reviews and comments performed by ENGINEER will recommend further action. The CM/GC will perform a preliminary review of submittals to confirm vendors / subcontractors have included the required items. Submittals that are obviously lacking in required information will be returned without review by the ENGINEER.

ENGINEER will document submittal review comments using a CITY standard Word.docx and will submit responses to the CITY for review and final distribution. ENGINEER will keep a copy of submittals reviewed by ENGINEER for documentation purposes. Correspondence with the CM/GC will be through the CITY. ENGINEER may also provide additional information with markups directly on the submittal and may attach related PDF files directly to the submittal. ENGINEER will also receive a file copy of submittals reviewed by the CITY. Submittal logs will be maintained by the CITY.

The estimated level of effort for this subtask is based on an assumed review effort required for up to 165 shop drawing reviews including resubmittals. For the purposes of budgeting, it is assumed that up to 6 hours for an engineer, architect, or other design professional will be required to review and respond to each submittal which includes filing and distribution to the CITY. Additional hours are required for distributing and coordination of subconsultant submittals of which there are an estimated 160 additional submittals requiring 1 hour each.

ENGINEER shall provide assistance and guidance to the CM/GC, as requested by CITY, in the interpretation of written Requests for Information (RFI) from the CM/GC, installing subcontractors, and suppliers.

ENGINEER will interpret the Contract Documents and will provide written responses, which may include elementary sketches to illustrate design details and intent. This scope of work assumes 100 written RFI responses. For the purposes of budgeting, it is assumed that up to 6 hours for an engineer, architect, or other design professional will be required to review and respond to each request. Additional requests or levels of effort beyond these assumptions may be provided as Additional Services. Any requests for work to change the design for the CM/GC benefit or convenience shall be considered a change and will require additional compensation.

RFI logs will be maintained by the CITY. ENGINEER will receive files from CM/GC, and reviewed documents will be transmitted to CITY. Stantec will manage and coordinate submittal and RFI responses of our subconsultants and will review and distribute back to the CITY. Stantec has assumed 117 subconsultant RFI's will require coordination of 1 hour each.



ENGINEER shall establish a goal to complete the review of submittals in a timely manner, to allow CITY to respond to the CM/GC within the time allotted in the Contract Documents. Minor clarifications may be noted on submittals, and ENGINEER may contact the construction contractor for minor clarifications and supplemental data to allow quicker final turnarounds of submittals. Oral clarifications shall be noted in writing by a follow up memorandum or a note on the submittal being reviewed.

Deliverables

1. Submittal and RFI responses in Word.docx or PDF form

Assumptions

- 1. ENGINEER will share and distribute to the CITY submittal and RFI responses using PW.
- 2. The CITY will be responsible for review Division 1 submittals (excluding anchorage)
- **3.** Stantec's SUBCONSULTANT will provide the following technical support under this task:
 - a. Instrumentation and control panel installation technical support. Provide technical support for I&C equipment supplier and electrical/mechanical contractor for installation issues.
 - Equipment vendor technical support. Provide technical support to equipment vendors (Ozone, Ozone Cooling Water, Ozone Destruct, chemical) and electrical/mechanical contractor for vendor equipment install
 - c. Review of Suez Ozone Submittal #1 is provided through a separate amendment.

8.4 Change Order and Design Revision Assistance

ENGINEER shall assist in the evaluation of change requests by furnishing technical assessments for proposed contract document changes. Evaluations will consider validity, necessity, cost and engineering implications. Where directed by the CITY, the ENGINEER will provide revised specifications, simple sketches, or marked up drawings. For the purposes of budgeting, it is assumed that up to 220

hours for an engineer, architect, or other design professional will be required to review and respond to these requests. It is assumed that independent cost evaluations are not required.

Change logs will be maintained by the CITY.

Assumptions

1. Stantec's SUBCONSULTANT assumed preparing up to 15 Design Clarification Notifications (DCNs) in preparing changes to the Contract Documents. It is estimate that it will require approximately 15 hours per DCN.

8.5 Weekly Construction Progress Meetings

In order to address design related questions and field issues, ENGINEER will attend weekly construction coordination meetings on an as-needed basis or as requested by CITY. It is assumed that specialty and other site meetings would be coordinated to coincide as much as possible with the weekly coordination meetings. For the purposes of budgeting, it is assumed that an engineer or other design professional will attend progress meetings bi-weekly for the duration of construction which is expected to be ~18 months. Stantec's attendance has been assumed to be virtual, and each meeting will be 1.5 hrs. The total hour estimate of for this task is 122 hrs. Agenda, meeting notes, and action items will be prepared by the CITY. Additional requests or levels of effort beyond these assumptions may be provided as Additional Services.

8.6 Construction Inspection

A part-time Construction Inspector is provided for the duration of construction. The base price accounts for



holidays by assuming 50 working weeks/year, with a construction duration of 18 months. It is assumed 12 hrs per week will be required. The Construction Inspector is supported by Discipline Engineers to review critical portions of construction up to the budget allowance.

- An allowance of 900 hours is allocated to the Project Engineer in support of construction inspection and oversight.
- Subject Matter Experts, will provide critical inspections, troubleshooting and problem solving. For the sake of this proposal, 5 three-day trips and 15 one-day trips over the duration of the construction effort was assumed.

Construction Inspector will prepare daily inspection log and photos. Discipline Engineers will prepare daily inspection summary for specialty inspections. Testing reports will be prepared by concrete and soils testing subconsultant by the CITY. Construction Inspector will develop a project punchlist to assist the CITY with project closeout and final payment.

Assumptions

- 1. Attendance by up to one (1) engineer (SUBCONSULTANT's Lead Process Engineer or other project engineer as is appropriate) for two (2) single day site visits
- 2. Site visits by two (2) engineers (SUBCONSULTANT's Lead Process Engineer and Project Manager, or other project engineer as is appropriate) for two (2) consecutive days each visit for the Preliminary Final Inspection
- 3. Site visits by one (1) engineer (SUBCONSULTANT's Lead Process Engineer or other project engineer as is appropriate) for two (2) day visit for the Final Inspection

8.7 On and Off-Site (Factory) Witness Tests

The ENGINEER will attend factory witness tests of major or key equipment to help verify performance testing prior to shipping equipment to the job site. Stantec will coordinate the ozone generator off-site visit for its subconsultant.

The ENGINEER will provide on-site periodic observation by design team members to coordinate construction of civil, landscaping, structural, architectural, process mechanical, HVAC, electrical, and instrumentation work for conformance with the Contract Specifications and Drawings.

Deliverables

- 1. Submit witness reports for off-site testing.
- 2. Submit construction inspection or observation reports as needed for witness testing and startup.

Assumptions

- 1. Stantec will participate in two offsite visits expected to be for the raw and finished water pumps. Each visit will be attended by one Stantec ENGINEER. Stantec will assume these visits are in-person for budgeting purposes.
- 2. Stantec will assume 15 on-site visits and will coordinate site visits of its subconsultants.
- 3. Stantec's SUBCONSULTANT has assumed:
 - a. Ozone Generation Equipment One (1) engineer for a two-day witness test with audio/video monitoring by CMGC
 - b. Closed Loop Cooling Water System One (1) engineer for a one-day witness test with audio/video monitoring by Contractor
 - c. Ozone Destruction System One engineer (1) for a one-day witness test with audio/video monitoring by Contractor
 - d. Will witness factory testing virtually via web-based video conferencing (monitoring). No factory



visits will be needed.

8.8 Nonconformance Reports

Nonconformance reports may be generated by CITY staff during the construction phase. Such reports will consist of written narrative descriptions supplemented by photographs or drawings illustrating construction elements which do not meet contract requirements. The ENGINEER will review the reports for general agreement with contract document interpretations and will assist the CITY in identifying corrective actions.

For the purposes of budgeting, it is assumed that up to 24 hours for an engineer, architect, or other design professional will be required to review and respond to these reports. Reports will be maintained by the CITY.

8.9 Startup Assistance

ENGINEER shall provide assistance with startup, commissioning and project closeout of the new facilities.

ENGINEER will provide up to 40 hours for technical support to the CITY during the review of the CM/GCs startup and testing plan. Hour estimate will include meeting with the CM/GC and the CITY to assist during planning and development of the document which should include:

- Pre-operational testing, component testing, and check-out
- Process Control and Instrumentation Systems (PCIS) testing
- Functional testing of systems and subsystems
- Performance testing for integrated treatment systems

ENGINEER will attend functional tests on an as-needed basis as requested by the CITY. Stantec will budget 40 hours for functional testing during startup.

Deliverables

1. Written comments on the Startup and Commissioning plan provided by the CM/GC

Assumptions

- 1. Ozone training will be provided by Stantec's SUBCONSULTANT:
 - a. One training class will be conducted twice by SUBCONSULTANT at weekday times convenient to OWNER's staff. The one training class will be presented on back to back days to maximize the number of staff that may participate.
 - b. Training classes will be approximately two (2) to four (4) hours in length
- 2. Ozone startup assistance will be provided by Stantec's SUBCONSULTANT
 - a. Virtual meetings will be used prior to startup and testing to discuss startup plans, schedules, approaches and issues. Six (6) two hour meetings, plus preparation time, with two (2) engineers has been assumed.
 - b. Will have one (1) engineer on-site for three (3) days during testing of the ozone generation system when the destruct, cooling water and nitrogen boost systems are also being tested
 - c. Will provide up to 40 hours of additional troubleshooting/startup assistance if required. Not to exceed budget will be adjusted if not required.

8.10 O&M Manual

ENGINEER shall prepare an update to the narrative sections of the existing WRWTP O&M Manual for the processes that are being modified through this project, as well as the WWSP RWF_1.0. Information pertaining to the existing facility that are not impacted by the final design will not be updated. It is assumed that up to 80 hours will be required to update O&M Manual.



Deliverables

1. Section updates to the existing WRWTP O&M Manual.

Assumptions

- The CITY shall provide control descriptions regarding the equipment installed or updated during the WWSP RWF_1.0 project. This should include summaries of the equipment installed, function, purpose, and design intent. The CITY will also furnish manufacturer O&M Manuals which will be compiled into the existing WRWTP O&M Manual.
- 2. The CITY will compile all manufacturer O&M manuals provided by the CM/GC
- 3. The CITY will provide both Word.docx and PDF versions of the WRWTP O&M manual for the use of the ENGINEER to provide the narrative updates.

8.11 Record Drawings

ENGINEER shall prepare Record Drawings based on red-line markups, addenda and change order information compiled and furnished by CITY. The record drawings will represent the information provided and to that extent will represent the location, types of various components and the way the project was constructed. The scope assumes accurate and complete information will be received and that an average of 2 hours for an engineer, architect, or other design professional will be required per drawing of the full drawing set to document conditions. ENGINEER is not responsible for errors or omissions in the information that is used to create the record drawings.

Deliverables

1. ENGINEER shall modify CAD design files and submit to CITY a final set of Record Drawings (Autodesk format and 22x34 pdf) when the project is complete and accepted.

Assumptions

2. Red-line markups will be furnished to ENGINEER at the end of construction. Markups should include actual drawings, notes and revisions required to the drawing set. Redlines such as "see RFI xx" shall not be considered sufficient; Stantec is not budgeting to review all past RFI's.

Task 9 - Permitting

9.1 Permitting

Stantec will assist the CITY with revised drawings or narratives as necessary to support the permit review process.

Deliverables

- 1. Revised drawings as necessary to support the permit review process
- 2. Respond to permit review comments

Assumptions

- 1. The CITY will take the lead on preparing permit applications, compiling documents, paying fees and coordinating re-submittal packages which may include summary's, narratives, or any other materials necessary to successfully receive a permit. The anticipated permits requiring CITY action include:
 - a. Building permit (life safety, structural and/or site design review)
 - b. DEQ 1200-C
- **2.** The CONTRACTOR will be responsible for general trade permits including but not limited to grading, plumbing, HVAC, electrical and the public works construction permit.



Task 11 – Clearwell Tier 2 Analysis

11.1 Clearwell Tier 2 Analysis

Following the Tier 1 Analysis provided in the previous scope of work, Stantec will move forward with a Tier 2 Analysis for the Retrofit Alternative B.

Deliverables

1. Tier 2 Analysis report and calculations

Assumptions

- 1. Retrofit Alternative B includes coverall soil partially replaced with geofoam resulting in 12" of nominal cover soil
- 2. Includes coordinating with the Parks department to determine permitted soil cover.
- 3. Includes design of the retrofit measure. Retrofit applies to the exterior top slab only, using CFRP reinforcement; punching shear retrofit not required as a result of this approach.
- 4. Analyses and capacity checks will be limited to seismic loading only
- 5. Analyses will not directly model the Pump Station, but will include applicable loads from the pump station to the clearwell.



SCHEDULE

The services described and the associated fee estimate are based on the following assumed schedule milestones:

- March 2022, ESDC Amendment approval, Contractor Final GMP Submittal
- May 2002, Contractor Site Mobilization
- Jan 2024, Overall Commissioning & Startup / Final Punchlist
- Feb 2024, Substantial Completion
- March 2024, Final Completion

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