

RESOLUTION NO. 3019

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT WITH OTAK, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 5TH STREET / KINSMAN ROAD EXTENSION PROJECT (CAPITAL IMPROVEMENT PROJECT #1139, 2099, &4196).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvements Project #1139, 2099, and 4196, known as 5th Street / Kinsman Road Extension project (the Project); and

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

WHEREAS, OTAK, Inc. was selected as the most qualified consultant, was awarded a Professional Services Agreement (PSA) for construction engineering services (Resolution No. 2855), and performed the work to the satisfaction of the City; and

WHEREAS, the Construction Contract final completion date with the Project Contractor was extended to May 29, 2022 to allow more time for completion of the work; and

WHEREAS, the City desires to amend the PSA contract with OTAK, Inc. to extend construction engineering services for the Project through the amended construction final completion date.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and OTAK, Inc. has provided a responsive and responsible proposal for engineering consulting services.

Section 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 OTAK, Inc. for a not-to-exceed amount of \$50,872.94, which is substantially similar to Exhibit A attached hereto.

Section 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 \$477,964.51, allowing for continued Contracting Agency approval of contract amendments that exceed this adjusted amount by fifteen percent (15%) in accordance with City Code requirements.

Section 4. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of January 2023, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Julie Fitzgerald
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JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
E781DE10276B498...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Linville	Yes
Councilor Berry	Yes
Councilor Dunwell	Yes

EXHIBIT:

A. Second Amendment to 5th Street / Kinsman Road Extension Professional Services Agreement.

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

5th Street/Kinsman Road Extension

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective the _____ day of _____ 2023 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Otak, 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 October 21, 2020, relating to the 5th Street/Kinsman Road Extension Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on September 19, 2022; and

WHEREAS, the City requires 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 needed to complete the Services stated in the Agreement and the Additional Services described in this Second Amendment; 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 October 31, 2023.

Section 2. 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 3. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this Second Amendment shall be completed by no later than October 31, 2023.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FIFTY THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS AND NINETY-FOUR CENTS (\$50,872.94), for performance of the Additional Services (“Second Amendment Compensation Amount”) which, when totaled with the Total Compensation Amount from the First Amendment, equals a total not-to-exceed amount of FOUR HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS AND FIFTY-ONE CENTS (\$477,964.51) for the performance of the Services and Additional Services (“Total Compensation Amount”). The term “Total Compensation Amount,” as defined in the First Amendment, is hereby deleted and replaced with the term “Total Compensation Amount” as defined above. 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 Second Amendment.

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

CONSULTANT:

CITY:

OTAK, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. 03-0788869

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon



EXHIBIT A

**City of Wilsonville – 5th Street/Kinsman Road Extension
Amendment No. 2
Scope of Work
November 2022**

Amendment No. 2 reflects the additional efforts to complete the extended construction management efforts due to the contractor's revised schedule and additional (future) out of scope items. The items include project management, administration, permit and utility coordination, weekly meetings and minutes, construction verification, RFIs and submittals, additional engineering design modifications, inspections, and traffic design support from December 31, 2022, to the new anticipated project completion date of construction activities of June 30, 2023, with survey work to be completed October 2023.

Additional Project Schedule – 4 additional months (based on City's revisions to the contractor's proposed schedule).

Schedule Task	Previous Dates	Current (Proposed) Dates
Construction completion date	December 31, 2022	April 30, 2023
Curbs, gutters, landscaping, irrigation, pavers, stormwater		January 2023 – February 2023
Paving on Boones Ferry Road		Spring 2023
Punchlist/Final Completion		April 2023
Post Construction Activities*	January 2023 – February 2023	May – June 2023*
Set Property Monuments*	February 2023 – June 2023	June 2023 – October 2023*

**Shifted dates only, no added scope.*

TASK 1.0 – PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Project Management and Coordination

The revised duration of this contract adds four months of construction work as directed by the City in response to the contractor's revised schedule extension request. Therefore, with the existing completion of construction extending until April 30, 2023, the assumed overall contract extension is from February 2023 until October 31, 2023, to account for the actual setting of property monuments. The revised duration of the on-site construction work is assumed to extend from December 31, 2022, to April 30, 2023, for substantial completion of the constructed project. Post construction activities and setting property monuments timelines have shifted from January – February 2023 and February – June 2023, respectively to May – June 2023 and June – October 2023, respectively. The additional approximately 4 months for construction management activities is based on the contractors revised construction schedule and the City's revisions. Additional work included within this task is as follows:

- Continue to provide management, coordination and direction to the consultant project team.
- Continue to coordinate activities on the project and track project issues.

1.2 Project Administration

Additional Project Administration shall be performed for the Otak project team, as follows:



- Track Otak project costs and budgets on a monthly basis. Prepare monthly invoices and progress reports for the project from January 2023 through October 2023. Up to ten (10) additional invoices and monthly progress reports during this period.
- Continue to maintain consultant document files for the project.
- Continue to maintain subconsultant contracts, including contract sub-amendments.

TASK 2.0 – PRE-CONSTRUCTION ACTIVITY

2.2 Permit and Utility Coordination

Additional scope of work under this task includes continued coordination with the subconsultants and utility companies – specifically the Pacific & Western Railway and Northwest Natural Gas (NWNG) with potential for conflicts and work on Boones Ferry Road. Pacific & Western Railway has delayed the bidding of their adjacent work from the summer 2022 to late winter 2022, resulting in construction activities taking place in January through April 2023. The continued potential for coordination with NWNG has been requested by the city as a result of MEI encountering a NWNG trench above their high pressure gas line that was backfilled with concrete. Continued coordination will be required as the contractor moves to the Boones Ferry Road section. Due to the delays with the railroad bidding work, additional coordination with the railroad will be required as well.

TASK 3.0 – CONSTRUCTION MANAGEMENT

This task is to provide additional Construction Management to assist the City with contract administration and to monitor that construction of the project is completed in substantial accordance with the plans, specifications and DSL/Corps, Railroad, and BPA permit conditions.

Task 3.2 Weekly Meetings and Minutes

Additional scope of work under this task includes continuing holding weekly construction meetings through the revised construction final completion period of April 2023. This includes attending an additional sixteen (16) weekly meetings and preparing agenda and meeting minutes for submittal to the project team and Construction Contractor. Minutes will include old business, new business, safety, schedule, and action items for project delivery team and Construction Contractor. Construction Manager to provide weekly correspondence to Contractor regarding work progress and design and permit compliance based on site visits.

TASK 5.0 – CONSTRUCTION ENGINEERING

This task is to provide additional construction engineering, including the review and response to RFI's, review of construction shop drawings and submittals, engineering consultation during construction, and design modifications as authorized by the City. Consultant shall maintain Logs for RFI's, Submittal, Shop and Working Drawings submittals and responses. Amendment No. 2 addresses RFIs beyond the 10 additional from Amendment No. 1.

5.1 Requests for Information (RFI's) Review

Extend the scope of work for Requests for Information (RFI's) Review as per the amended agreement to address additional RFI's.

Consultant shall:



- Review and respond to up to an additional five (5) RFI's by Otak and up to an additional two (2) each by Alta, DKS, and S&W (Assume a team average of approximately 4 hours per RFI)
- Continue preparing and maintaining an RFI response log to accommodate additional RFI's.

5.2 Submittals Review

Extend the scope of work for Submittals Review as per the amended agreement to address additional Submittals.

Consultant shall continue to track in the Submittal Log and shall:

- Review and respond up to an additional five (5) submittals material submittals by Otak and up to an additional two (2) each by Alta and DKS. (Assume a team average of approximately 3 hours per submittal).
- Continue preparing and maintaining a submittal response log.

5.4 Engineering Design Modifications

Extend the scope of work for Engineering Design Modifications to reflect additional time required to respond to one (1) additional design modifications (assume a team average of 40 hours each).

Deliverables:

- Draft and Final Design revisions (11x17 PDF's).

TASK 6.0 – CONSTRUCTION INSPECTION (SPECIALTY)

6.3 Inspection

This reflects the additional efforts for additional engineering site visits for inspection up to the amendment fee.

Deliverables:

- Specialty Inspection Reports

EXHIBIT B

5th Street / Kinsman Road Extension

Fee Estimate - Amendment No. 2

Otak Project #19864.000



Task	Description	Otak	Alfa	DKS	PHS	Shannon & Wilson	Total Hours	Total Budget by Task
1	Project Management							\$8,134.68
1.1	Project Management & Administration	20	-	-	-	-	20	\$3,257.36
1.2	Project Administration	30	-	-	-	-	30	\$4,877.32
1.3	Construction Management Plan (CMP)	-	-	-	-	-	0	\$0.00
2	Pre-Construction Activity							\$2,758.24
2.1	Pre-Bid Meeting	-	-	-	-	-	0	\$0.00
2.2	Permit & Utility Coordination	16	-	-	-	-	16	\$2,758.24
2.3	Public Outreach	-	-	-	-	-	0	\$0.00
3	Construction Management							\$11,032.96
3.1	Pre-Construction Meeting	-	-	-	-	-	0	\$0.00
3.2	Weekly Meetings & Minutes	64	-	-	-	-	64	\$11,032.96
3.3	Review Contractor Schedule	-	-	-	-	-	0	\$0.00
3.4	Pay Note/Progress Payments Review	-	-	-	-	-	0	\$0.00
3.5	Inspector Documentation Review	-	-	-	-	-	0	\$0.00
3.6	Change Order Review/Update	-	-	-	-	-	0	\$0.00
4	Construction Survey							\$0.00
4.1	Construction Verification	-	-	-	-	-	0	\$0.00
4.2	As-Constructed Survey	-	-	-	-	-	0	\$0.00
4.3	Post Construction Record Survey	-	-	-	-	-	0	\$0.00
5	Construction Engineering							\$22,158.50
5.1	RFI Responses (5)	25	10	8	-	4	47	\$7,918.64
5.2	Submittal Reviews (5)	16	7	5	-	-	28	\$4,694.02
5.3	Shop Drawing Review	-	-	-	-	-	0	\$0.00
5.4	Eng. Design Modifications (1)	28	20	8	-	-	56	\$9,545.84
6	Construction Inspection (Specialty)							\$6,788.56
6.1	Structural Inspection	-	-	-	-	-	0	\$0.00
6.2	Geotechnical Inspection (Sub)	-	-	-	-	-	0	\$0.00
6.3	Inspection	26	8	8	-	-	42	\$6,788.56
7	Project Close Out							\$0.00
7.1	Final Inspection & Meeting	-	-	-	-	-	0	\$0.00
7.2	Final Completion & Punch List	-	-	-	-	-	0	\$0.00
7.3	Record Drawings	-	-	-	-	-	0	\$0.00
7.4	Submit Final Project Records	-	-	-	-	-	0	\$0.00
	<i>Total Hours</i>	225	45	29	-	4	303	
	<i>Total Labor Cost</i>	\$39,290.94	\$6,497.00	\$4,545.00	-	\$540.00		\$50,872.94
	<i>Direct Expenses</i>	-	-	-	-	-		\$0.00
	Project Total							\$50,872.94