

**RESOLUTION NO. 2995**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH LELAND CONSULTING GROUP, INC. FOR THE WILSONVILLE TRANSIT CENTER TOD STUDY.**

WHEREAS, on June 29, 2021 the City Manager entered into a professional services contract with Leland Consulting Group for the Wilsonville Transit Center TOD Study in the amount of \$80,000; and

WHEREAS, following execution of the contract, City staff saw a need for consultant assistance with managing developer solicitation through the release of a Request for Qualifications followed by a Request for Proposals and evaluation of responses; and

WHEREAS, on March 14, 2022 the City Manager signed a First Amendment to the Professional Services Agreement to add \$20,000 to the contract amount to cover consultant assistance with that developer solicitation process; and

WHEREAS, the City Council desires to authorize a Second Amendment to the Professional Services Agreement to add \$10,000 to complete additional due diligence associated with the developer solicitation process.

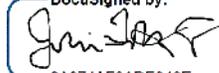
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Leland Consulting Group, Inc. submitted the most qualified proposal.

Section 2. The City of Wilsonville 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, an amendment to the contract Leland Consulting Group, Inc. increasing the stated value by \$10,000 for a cumulative \$30,000 (37.5%) change from \$80,000 to \$110,000 which amended contract must be substantially similar to Exhibit A attached hereto and incorporated herein.

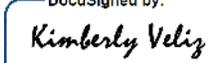
Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 8<sup>th</sup> day of September 2022, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
  
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JULIE FITZGERALD, MAYOR

ATTEST:

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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

EXHIBIT:

- A. Amended Professional Services Agreement between the City of Wilsonville and Leland Consulting Group, Inc., Wilsonville Transit Center TOD Study

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

**Wilsonville Transit Center TOD Study**

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective the \_\_\_\_ day of September 2022 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Leland Consulting Group, 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 June 29, 2021, relating to the Wilsonville Transit Center TOD Study Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on March 14, 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 30, 2022.

**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 30, 2022.

**Section 4. Compensation**

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TEN THOUSAND DOLLARS (\$10,000), 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 ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000) 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.

**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:**

LELAND CONSULTING GROUP, INC.

CITY OF WILSONVILLE

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

EIN/Tax I.D. No.: 93-0995780

APPROVED AS TO FORM:

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

## EXHIBIT A SCOPE OF WORK

### RE: Ongoing Development Advisory Services for the Wilsonville TOD Project

Our core team will remain the same as in previous phases of work; I will be the day-to-day contact and Darcy will lead our efforts regarding affordable housing process and financial feasibility.

- Work with City of Wilsonville staff during August, September, and if budget allows, October 2022.
- Finalize follow-up questions to be asked of development teams.
- Participate in phone calls with City staff and developers, in order to explain the process and questions (e.g., in August) and hear developers' responses (e.g., in September).
- With City staff, conduct reference check calls and/or emails.
- Review materials received from developers, including written responses to questions, pro formas, and other materials.
- Meet with the City team to discuss the development teams, deliberate, and ideally select a preferred development team that can be recommended to Council. We cannot guarantee that a development team will be selected, for example, in the event that none of the three short listed teams appear to meet the City's expectations.
- Regular communication via phone and email.
- Prepare email summaries of the LCG team's evaluation of development teams.

If time and budget allow, we may participate in other activities, such as site visits to developers' affordable housing projects, and communication with third parties such as TriMet, HACC, Metro, etc.

The budget for this work is not to exceed \$10,000, including all time and materials. We estimate the following hours/split between LCG and DDV:

Wilsonville TOD Project	LCG: Vanneman \$200	Subtotal	DDV: Vincent \$140	Subtotal	Total
Ongoing Development Advisory Services	30	\$5,996	26	\$3,640	\$9,636
Hours	30		26		56
Fee	\$5,996	\$5,996	\$3,640.00	\$3,640	\$9,636
Subconsultant Multiplier (10%)				\$364	\$364
<b>Total</b>		<b>\$5,996</b>		<b>\$4,004</b>	<b>\$10,000</b>