

RESOLUTION NO. 2985

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT WITH MURRAYSMITH, INC. FOR OWNER'S REPRESENTATIVE SERVICES FOR THE BOECKMAN ROAD CORRIDOR PROJECT (CAPITAL IMPROVEMENT PROJECT # 2102, 4205, 4206, 4212, AND 7067).

WHEREAS, the City has planned, designed, and budgeted for the completion of Capital Improvements Projects # 2102, 4205, 4206, 4212, and 7067, known as Boeckman Road Corridor project (the Project); and

WHEREAS, City Council approved Resolution No. 2916 on August 2, 2021 authorizing the use of a Progressive Design Build (PDB) contracting method for design and construction of 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, MurraySmith, Inc. was selected as the most qualified consultant, was awarded a contract for owner's representative services (Resolution No. 2933), and performed and completed initial services to the satisfaction of the City; and

WHEREAS, the City desires to amend the Professional Services Agreement contract with MurraySmith, Inc. to extend owner's representative services through design and construction of the Project, which services were contemplated in the City's Request for Proposals.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and MurraySmith, 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 MurraySmith, Inc. for a not-to-exceed amount of \$2,021,866, 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 \$2,378,976.54, 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. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of September, 2022, 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 Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBIT:

A. First Amendment to Boeckman Road Corridor Project Professional Services Agreement.

Exhibit A

Contract No. 220101
CIP No. 4212

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

Boeckman Road Corridor Project

This First Amendment to Professional Services Agreement (“First 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 **Murraysmith, 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 November 2, 2021, relating to the Boeckman Road Corridor Project (“Project”); 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 First 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 June 30, 2025.

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 First Amendment shall be completed by no later than June 30, 2025.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TWO MILLION TWENTY-ONE THOUSAND EIGHT HUNDRED SIXTY-SIX DOLLARS (\$2,021,866), for performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with the Compensation Amount, equals a total not-to-exceed amount of TWO MILLION FIVE HUNDRED ONE THOUSAND TWO HUNDRED NINE DOLLARS (\$2,501,209) 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 First Amendment.

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

CONSULTANT:

MURRAYSMITH, INC.

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No.: 93-0768555

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

EXHIBIT A

SCOPE OF WORK AMENDMENT #1 BOECKMAN ROAD CORRIDOR PROJECT OWNER'S REPRESENTATIVE SERVICES WILSONVILLE, OREGON

CITY PROJECT # 4212

Introduction

The City of Wilsonville (City) contracted with Murraysmith (Consultant) to perform as Owner's Representative (OR) and augment City staff for the Boeckman Road Corridor Project (Project) for Pre-PDB Contractor Award on Nov 1, 2021. This phase of the project included advising and assisting the City in developing Progressive Design-Build (PDB) systems and processes, assisting with the development of the RFP and PDB contract and selection of the most qualified PDB team. It also provided for budget to work through the early stages of the design phase to engage the PDB team, assess the proposed design schedule, and scope the next phase of the OR contract. This amendment provides for OR, Construction Management (CM), and Public Involvement (PI) services through the completion of the project consistent with the OR request for proposal and discussions with city staff.

Project Understanding

The project is being executed using PDB delivery and will be managed via multiple Guaranteed Maximum Price (GMP) work packages. The project has 5 distinct subprojects, which include;

- Subproject 1: Boeckman Dip Bridge (CIP 4212).
- Subproject 2: Boeckman Road Street Improvement (CIP 4205).
- Subproject 3: Canyon Creek/Boeckman Traffic Signal (CIP 4206).
- Subproject 4: Boeckman Road Sanitary Sewer (CIP 2012).
- Subproject 5: Meridian Creek Culvert Replacement (CIP 7067)

This amendment to the contract addresses the OR and CM professional services through the pre-construction and construction phase of the project through project closeout.

Scope of Services

Task 1 – Project Management & Coordination

Consultant will lead internal team, coordinate with subconsultant partners, and monitor OR scope, schedule and budget. Consultant will submit invoices and corresponding status reports on a monthly basis to the city.

Assumptions

- Duration for this task scope is assumed to be August 2022– December 2024 (29 months).

Deliverables

- Monthly invoices with status reports.

Task 2 – Pre-PDB Contractor Award OR Services

This task was completed on June 20, 2022 with the execution of the PDB contract to Tapani/Sundt Joint Venture (TSJV) as part of the original Murraysmith contract terms and conditions.

Task 3 – PDB Contractor Pre-Construction Design Phase OR Services

Consultant will assist City during the PDB Pre-Construction Phase to integrate PDB team and establish processes and schedule to advance toward construction phase including PDB team document review, preliminary engineering review and construction document preparation.

Develop Project Charter

- Attend and Co-lead meetings with City, stakeholders and PDB team to formalize integration, update project charter and other project documents and processes.
- Assist City in coordinating with the PDB team to establish systems and process for use by Owner and PDB teams, including communication protocol, document control, roles and responsibilities, review processes and timelines, and decision-making authority matrix.

Preliminary Engineering Review

- In coordination with PDB team, schedule and attend meetings. Prepare and or coordinate agendas and minutes for meetings.
- Participate in design and activity-specific meetings. Lead and prepare agendas and meeting notes as assigned.
- Assist in the development of risk matrix and change logs.

- Review Preliminary Engineering Reports including but not limited to Alternative Analysis, stream assessments, geotechnical reports, pavement design, stormwater reports utilizing Subject Matter Experts (SME's) as needed.
- Coordinate reviews with City staff and internal/external stakeholders.

Public Involvement

- Direct and coordinate with city, sub consultant and PDB team on public Involvement including open house attendance, material review, concurrence with PDB team and other items as determined necessary to facilitate the PI scope identified in Task 5.

Deliverables

- Meeting agendas and minutes.
- Updated charter document.
- Updated systems and process documents.
- Memorandum on engineering document reviews.
- Risk matrix.
- Change log.
- Public outreach oversight.

Construction Document Development(s)

The PDB team has outlined 3 GMP packages for this project. They include;

GMP#1 - Early work package includes material procurement and delivery, erosion control installation, clearing, overhead utilities, natural gas, house demolition, and the temporary traffic signal at 65th and Elligen.

GMP#2 – Road reconstruction east of bridge to Stafford, and Sewer Improvements.

GMP#3 – Bridge construction, Canyon Creek Intersection Improvements, and Boeckman Creek trail and stream restoration.

- Organize in conjunction with PDB team regular team meetings including constructability reviews, value engineering workshops. SME participation as needed.
- Provide review and written comments of 30%, 60%, GMP set, (90% if needed) and 100% plans and specifications, including compliance with design standards, schedule review, specifications, and inclusion of comments from previous reviews for each GMP. SME review as needed.
- Coordinate review comments from City review team and check revisions for compliance.

- Independent Cost Estimator (ICE) review of PDB team 30% and 60% estimates, identify items or issues to discuss.
- Review PDB team construction proposals for contract compliance.
- Provide independent cost estimate for each GMP.
- Coordinate with PDB team on GMP pricing negotiations, provide letter to city of fair and reasonable price after successful negotiations.
- Provide quantity verification on 100% plans against GMP plans for final quantities.

Other Services as Requested

Perform other services not specifically defined herein as requested and authorized by the City.

Assumptions

- Three (3) GMP's.
- Full ICE cost estimate on the GMP set only, review of PDB team supplied estimates on all other submittals.
- Two (2) workshop/VE review per GMP.
- Bi-monthly team check in meetings attended by PM and SME as needed.

Deliverables

- Meeting agendas and minutes.
- Updated charter document.
- Updated systems and process documents.
- Memorandum on engineering document reviews.
- Risk matrix.
- Change log.
- Public outreach oversight.
- Memorandums for all SME reviews.
- Documentation of PDB 30% and 60% cost estimate review findings per GMP.

- Documentation of independent cost estimate for each GMP and revisions made during negotiations.
- Letter of recommendation for each GMP Construction Proposal.
- Letter of GMP cost concurrence for Council approval per GMP.
- Plan review comments.
- Quantity verification on the 100% approved plans.

Task 4 – PDB Construction Management Services

Provide Services to city staff throughout preparation, construction, and closeout for the overall project, including final review and approval of construction packages, PDB contract amendment development for GMP's, construction compliance oversight including inspection, contract administration, quality assurance, and construction management.

Construction Kick off Meeting

- Prepare for and lead construction kickoff meeting with City, PDB team and project stakeholders for each GMP.
- Confirm required documentation is provided including insurance and bonding.
- Provide pre construction photos and video for each GMP.

Construction Management/Administration/Inspection

Perform all construction management and administration duties including;

- Overall project oversight for compliance with contract documents.
- Attend and document weekly construction meetings.
- Engage in issue resolution.
- Prepare monthly invoices for city review and payment.
- Review submittals.
- Review, document and recommend action of use of contingency or allowance funds on the project.
- Track bid item quantities and prepare monthly progress estimates for contractor payments.

- Coordinate field visits with direct to point Quality Assurance consultant and documentation in accordance with ODOT guidelines.
- Monitor Quality Control frequency and compliance.
- Provide inspection services throughout the project.
- Assist in Public Involvement activities as assigned.

Assumptions:

- Full time inspection services throughout the project, including certified bridge inspection.
- Inspection hours based on a 40 hour/week schedule for early work April 2023 to July 2023 and 50 hour/week schedule from August 2023 to November 2024.

Deliverables

- Meeting agendas and notes.
- Preconstruction photos and video.
- Monthly invoice documentation and recommendation.
- Submittal logs.
- Change logs.
- Daily inspection reports.
- QA/QC documentation.
- Monthly progress estimates.
- Post construction photos and video.

Task 5 – Public Involvement

Consultant will lead Public Involvement efforts as noted below:

Project Management

Project management and coordination meetings with City staff and contractor will occur throughout the project to determine messaging, purpose, method, and timing of outreach. In addition, Consultant team will help facilitate three project team meetings including project team kick-off, 30% design and 60% design.

Community Outreach

Community outreach will be based on the activities that are outlined in the communications plan. Key tasks include:

- Communications Strategy and Planning: Consultant will implement communications strategy and provide ongoing planning.
- Messaging and Talking Points: Messaging and Talking Points will be developed to be used for communication with the public and incorporated into fact sheets and other project materials.
- Construction Coordination Meetings: Consultant will participate in 1-hour weekly Construction Coordination Meetings over the course of construction.
- Communications Materials: Fact sheets, maps, FAQs, news releases/media advisories, door hangers, postcards, presentations, project signage, construction notices; project web page updates, contractor wallet cards, SMS text message alerts, monthly e-news construction updates.
- Adjacent/Property Owner Notifications: Adjacent neighbors and property owners will be notified during project design and prior to start of construction. Communications methods will include emails, doorhangers, flyers, social media (Facebook, Twitter, Nextdoor), website project page. Frequency and content will be adapted as needed for schedule updates.
- Boones Ferry Messenger: Consultant team will support development of five articles for Boones Ferry Messenger at key design and construction milestones including the following or similar topics:
 - Contractor announcement/Construction preview.
 - Construction kick-off/groundbreaking.
 - Bridge closure preview including information on trails and stream mitigation.
 - Bridge closure kick-off including detailed detour information.
 - Project nearing completion.
 - Project completion/ribbon cutting.
- Online Open House: An online open house will be developed to provide an overview of the project, schedules, and FAQs. The online open house will be hosted on the letstalkwilsonville platform.
- Meeting the Contractor Events/Coffees: Consultant will develop materials for Meet the Contractor and Contractor Coffees.
- Neighborhood Meetings (HOA Meetings): Consultant team will develop materials and manage logistics.

- Groundbreaking Event: One in-person groundbreaking event will be held to promote the project benefits and engage with the public.
- Ribbon Cutting Event/Inaugural Ride/Walk/Run/Cycle: One in-person ribbon cutting event including local officials, project team, neighbors and the public will be coordinated to celebrate the opening of Boeckman Road. A community walk, run, cycle activity will be part of the event.
- Contact Database Management: Communications team shall develop and maintain a project contact list/database for property owners, residents, and other stakeholder contacts.

Stakeholder Outreach

The communications team will support communications with SMART, School District, emergency responders, sister agencies, private developers, and business community to inform and update about construction schedule and potential detours and delays. Communications methods will include briefing materials, fact sheets, FAQs, maps. Updates will be provided at key project milestones.

Council Briefing Support

The consultant team shall develop presentation materials to support periodic City Council briefings and work sessions.

Meeting Facilitation

The communications team will help prepare for and facilitate up to three team meetings at project kick-off, 30 percent design and 60 percent design.

Assumptions

- City of Wilsonville will provide source materials and maps for website, open house, meet the contractor event, and other communications materials.
- One round of edits for communications tools will be provided by City and/or construction team staff.
- City staff will promote and post communications materials on City website, social media sites, email etc.
- City staff will distribute news releases/media advisories to traditional media outlets including newspapers, television stations and radio stations.
- Online Open Houses will be hosted on <https://www.letstalkwilsonville.com/> and City staff will launch and manage from a technical perspective.

- City responsible for mass printing and distribution of printed materials; advertising and public notice, room rental and refreshments for meetings.
- City staff will provide any available property owner and resident information for the project area.
- All outreach will be conducted following current social distancing best practices and following any city, state or federal guidelines related to COVID-19.
- Information will be provided in English and Spanish whenever practicable.
- Most client meetings will be held virtually with no travel necessary.

Deliverables

- (1) Project messaging and talking points.
- (1) Fact sheet with milestone updates.
- (2) Postcard.
- (1) Contractor wallet card.
- (5) Boones Ferry Messenger Articles.
- (1) Flyers/Letters.
- (3) News releases/Media advisories.
- (1) Hotline/Text alerts.
- (15) Construction update emails.
- TBD - Social media content.
- TBD - Stakeholder briefing support.
- (1) Online Open House (letstalkwilsonville.com).
- (1) Meet the Contractor (Zoom/ in person based on COVID protocols).
- (1) Groundbreaking event planning and logistics.
- (1) Ribbon cutting event planning and logistics.
- (10) – Contractor Coffees.
- (3) Council briefing materials.
- (3) Meeting facilitation.
- (1) Contact database – Coordination with contractor on direct neighbor outreach.
- Spanish language translation (As applicable).

Reimbursable Expenses

Consultant reimbursable expenses will be charged as follows:

- Mileage at Federal rate \$0.625/mile for Project Manager.
- CM and Inspection vehicles for a duration of 22 months at \$1,000 per month each.

Subconsultant expenses are included in the cost shown in the fee schedule.

Budget

Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$2,021,866 in accordance with the attached Fee Estimate.

Project Schedule

The work covered by this scope of work is anticipated to commence in September 2022 and be complete by December 31, 2024.

Assumptions

- GMP 1 – 3 preconstruction services August 2022 through October 2023 – 15-month duration.
- GMP 1 - Construction March 2023 to July 2023.
- GMP 2 – Construction August 2023 to March 2024.
- GMP 3 – Construction October 2023 to December 2024.
- Total construction duration March 2023 to December 2024 – 22 months.

