

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

Wastewater Treatment Plant Master Plan

This Fifth Amendment to Professional Services Agreement (“Fifth Amendment”) is effective the _____ day of November 2022 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Carollo Engineers, Inc.**, a Delaware corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on May 20, 2020, relating to the Wastewater Treatment Plant Master Plan Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on May 19, 2021; and

WHEREAS, the City entered into a Second Amendment to Professional Services Agreement (“Second Amendment”) with Consultant on November 1, 2021; and

WHEREAS, the City entered into a Third Amendment to Professional Services Agreement (“Third Amendment”) with Consultant on April 6, 2022; and

WHEREAS, the City entered into a Fourth Amendment to Professional Services Agreement (“Fourth Amendment”) with Consultant on August 31, 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 Fifth 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 April 28, 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 Fifth Amendment shall be completed by no later than April 28, 2023.

Section 4. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed THIRTY-FOUR THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS (\$34,445), for performance of the Additional Services (“Fifth Amendment Compensation Amount”) which, when totaled with the Total Compensation Amount from the Fourth Amendment, equals a total not-to-exceed amount of FIVE HUNDRED FOUR THOUSAND EIGHT HUNDRED TWELVE DOLLARS (\$504,812) for the performance of the Services and Additional Services (“Total Compensation Amount”). The term “Total Compensation Amount,” as defined in the Fourth 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 Fifth Amendment.

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

CONSULTANT:

CITY:

CAROLLO ENGINEERS, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. 86-0899222

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

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**EXHIBIT A – SCOPE OF WORK
CONTRACT AMENDMENT NO. 5
ENGINEERING SERVICES FOR CITY OF WILSONVILLE
WASTEWATER TREATMENT PLANT MASTER PLAN**

BACKGROUND

The Amendment No. 5 Scope of Work for the project provided for analysis of plant capacity and alternatives to serve a UGB build-out growth scenario consistent with prior water and sewer collection system planning. The City of Wilsonville (City) desires to modify this build-out growth scenario by removing areas no longer anticipated to be served via the City's sewer collection system and wastewater treatment plant (WWTP). This Amendment No. 5 adds scope and budget to update the build-out growth scenario, flow and load projections, capacity analyses, treatment alternative analyses and the recommended capital plan for the WWTP.

The current contract expiration date is December 31, 2022. This Amendment No. 5 extends the contract date to **April 28, 2023** to complete the modification of growth and associated flow and load projections, assessment of plant capacity at a higher rate of growth than initially anticipated and to provide adjustments to estimates of cost, including implementation timing for recommended alternatives. The contract schedule must account for the need to deliver a draft Master Plan to Oregon Department of Environmental Quality (DEQ) and provide support in presenting the plan to the Planning Commission and the City Council.

TASK 200 – Planning Area Characteristics

This Amendment No. 5 includes the following additional activities associated with this task:

Revised Task 200 Assumptions:

1. The City will identify parcels to be removed from the service area.
2. Carollo Engineers, Inc. (Carollo) will apply assumptions used as the basis for estimating population and wastewater generation in the 2014 Collection System Master Plan and use these in Task 400 to estimate resulting flows and loads for the area to be removed from the service area (UGB) build-out scenario currently presented in the draft WWTP Master Plan.
3. Carollo will update figures in draft Chapter 1 referencing the UGB and wastewater service area, as appropriate.

Revised Task 200 Deliverables:

1. Chapter 1 of the Master Plan will be updated to include discussion of the revised build-out UGB/Service Area. Carollo will generate one new draft version of Chapter 1.
2. Carollo will update the draft version of Chapter 1 based on comments provided by City staff and deliver a final Chapter 1 as part of a complete WWTP Master Plan.

TASK 400 – Wastewater Flow and Load Projections

This Amendment No. 5 includes the following additional activities associated with this task:

Revised Task 400 Assumptions:

1. Using the results of the land use evaluation in Task 200 described in this Amendment No. 5 Scope of Work, Carollo will update the UGB build-out population, flow and load projections forming the basis for WWTP Master Plan capacity and alternatives analyses.

2. A brief meeting will be conducted virtually to review projections with the City and reach consensus prior to updating the remainder of the Master Plan analyses and Chapters for consistency with the updated flows and loads.

Revised Task 400 Deliverables:

1. Chapter 3 of the Master Plan will be updated to include discussion of the build-out capacity assessment. Carollo will generate one new draft version of Chapter 3.
2. Carollo will update the draft version of Chapter 3 based on comments provided by City staff and deliver a final Chapter 3 as part of a complete WWTP Master Plan.

TASK 500 – Capacity Analysis

This Amendment No. 5 includes the following additional activities associated with this task:

Revised Task 500 Assumptions:

1. Capacity evaluation conclusions reached when updated in accordance with Amendment No. 5 will be confirmed. Significant changes in the conclusions reached during execution of work authorized under Amendment No. 4 are not anticipated, however, trigger dates likely will need to be adjusted.
2. Carollo will identify likely trigger dates for unit process upgrades under revised build-out conditions.

Revised Task 500 Deliverables:

1. Chapter 4 of the Master Plan will be updated to include discussion of the build-out capacity assessment in the context of revised flows and load projections developed in Task 400. Carollo will generate one new draft version of Chapter 4.
2. Carollo will update the draft version of Chapter 4 based on comments provided by City staff and deliver a final Chapter 4 as part of a complete WWTP Master Plan.

TASK 700 – Alternatives Development and Evaluation

This Amendment No. 5 includes the following additional activities associated with this task:

Revised Task 700 Assumptions:

1. Carollo will confirm the alternatives analysis conclusions reached during execution of work authorized under Amendment No. 4 meet treatment plant service demands under the revised build-out flow and loads scenario.
2. It is assumed that no significant changes in the alternatives analysis conclusions reached during execution of work authorized under Amendment No. 4 will be identified, however, trigger dates likely will need to be adjusted.
3. Applying revised capacity findings (Task 500) Carollo will confirm extent and likely timing of alternatives evaluated previously (Amendment No. 4).
4. Additional effort for estimating previously evaluated MBR upgrade costs and associated phasing will be accounted for in this Amendment No. 5.
5. One additional Teams meeting will be held to review the results of the updated analysis of build-out alternatives.

Revised Task 700 Deliverables:

1. Chapter 6 of the Master Plan will be updated to include discussion of the updated build-out alternatives analysis. Carollo will generate one new draft version of Chapter 6.
2. Carollo will update the draft version of Chapter based on comments provided by City staff and deliver a final Chapter 6 as part of a complete WWTP Master Plan.

TASK 800 – Recommended Plan

This Amendment No. 5 includes the following additional activities associated with this task:

Revised Task 800 Assumptions:

1. Using the revised/updated timing of recommended improvements from Task 700, the CIP tool will be updated to reflect likely changes to trigger dates and associated cost estimates for same.
2. One additional Teams meeting will be held to review the updated recommended plan.

Revised Task 800 Deliverables:

1. Chapter 7 of the Master Plan will be updated to include discussion of the updated recommended alternatives and associated CIP. Carollo will generate one new draft version of Chapter 7.
2. Carollo will update the draft version of Chapter based on comments provided by City staff and deliver a final Chapter 7 as part of a complete WWTP Master Plan.

TASK 900 – Prepare Master Plan

This Amendment No. 5 includes the following additional activities associated with this task:

Once chapters 1, 3, 4, 6 and 7 of the Master Plan along with the Executive Summary have been updated, Carollo will assemble an updated draft Master Plan document for City review. The Master Plan document will be updated as necessary to address City comments and provided to the City for delivery to Oregon Department of Environmental Quality for review and approval.

Revised Task 900 Deliverables:

1. The draft Master Plan executive summary will be updated to include discussion of the updated build-out alternatives analysis and information presented in revised Chapters 1, 3, 4, 6 and 7. Carollo will generate one additional draft version of the executive summary.
2. Carollo will update the draft version of the Master Plan based on comments provided by City staff and deliver a final WWTP Master Plan document.

TASK 1000 – Quality Management

This Amendment No. 5 includes the following additional activities associated with this task:

Once chapters 1, 3, 4, 6 and 7 of the Master Plan have been updated, Carollo will review in accordance with the project Quality Management plan. In addition, confirmation and review of alternative analyses and cost estimates will be completed.

Revised Task 1000 Deliverables:

1. Additional effort to review revised draft Chapters 1, 3, 4, 6 and 7 prior to delivery to City staff for review.

TASK 1100 – Project Management

This Amendment No. 5 includes the following additional activities associated with this task:

Subtask 1102 – Project Monitoring and Reporting

Manage the Project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, time and budget needed to complete this Scope of Work. Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets and submit reports to the City's Project Manager with monthly invoices. Document expenditures on a task basis and show hours by project personnel and other direct expenses related to work. With each monthly progress report, provide corrective action plans to address schedule/budget deviations from baseline projections, if required.

This Amendment No. 5 includes effort associated with this Subtask sufficient to complete Project Monitoring and Reporting for the period January 1, 2023, through April 30, 2023.

Subtask 1103 – Project Management Meetings

Schedule and conduct 30-minute, bi-weekly Project Management calls throughout the duration of the Project. Calls will be used to track action items and information needed as documented in Project Management Meeting minutes.

This Amendment No. 5 includes effort associated with this Subtask sufficient to cover the period the period January 1, 2023, through April 28, 2023.

Subtask 1103 – Project Management Meetings

Revised Task 1100 Assumptions:

2. Project duration is extended **four** additional months.
3. Bi-weekly Project Management calls will be held via teleconference.
4. Consultant's Project Manager will lead all meetings and calls.
5. City's Project Manager will lead Planning Commission and City Council meeting presentations.
6. Agendas, meeting minutes, and Action Items will be distributed electronically by the Consultant to City's Project Manager.

Revised Task 1100 Deliverables:

1. Four additional monthly Invoices and Progress Reports.
2. Time and materials for eight additional bi-weekly Project Management Meetings.

EXHIBIT B

City of Wilsonville
Wastewater Facility Plan
Amendment No. 5
Level of Effort

WORK TASKS	Project Manager	Tech Advisor/ QC	Process Modeling Lead	Solids Treatment Lead	Cost Estimating QC	Process QC Lead	Structural Lead	Sr. Discipline Engineer	Staff Elect. Engineer	Staff Engineer	Staff Engineer	Staff Engineer	CAD/ Graphics Tech.	WP/ Admin. Support	WP/ Admin. QC	Carollo Hours	Carollo DL Cost	Direct Costs	PECE (\$13/hr)	Subtotal Carollo Cost	Total Cost
	Price	Matson/ Giesbrecht/ Laffitte	Conklin	Clark	Rozgony	Graham	Doering	Troup/ Rogers	Munoz / Richard / Gourley	Yates	Mansour / Reilly / Horio	LaPorte/ Flynn	Christensen	Staff	Staff						
Direct Labor (DL) Rates	\$240	\$240	\$210	\$195	\$240	\$240	\$240	\$195	\$145	\$135	\$145	\$135	\$142	\$101	\$126						
TASK 200 - PLANNING AREA CHARACTERISTICS (CHAPTER 1)																					
Investigate and update service area, land use, and population projections	4	0	1	0	0	0	0	0	0	0	9	4	4	0	2	24	\$3,835	\$0	\$312	\$4,147	\$4,147
Update Chapter 1 draft document	2		1								6	2	4			15	\$2,398	\$0	\$195	\$2,593	\$2,593
Incorporate input from City on updated Chapter 1 document	1										2	2			1	6	\$926	\$0	\$78	\$1,004	\$1,004
Task 200 Subtotal	4	0	1	0	0	0	0	0	0	0	9	4	4	0	2	24	\$3,835	\$0	\$312	\$4,147	\$4,147
TASK 400 - WASTEWATER FLOW AND LOAD PROJECTIONS (CHAPTER 3)																					
Update flows and loads consistent with new service area and population projections	4	0	2	0	0	0	0	0	0	0	11	3	0	0	3	23	\$3,758	\$0	\$299	\$4,057	\$4,057
Update chapter 3 draft document	1		2								6	2				11	\$1,800	\$0	\$143	\$1,943	\$1,943
Incorporate input from City on updated Chapter 3 document	2										4	1			2	9	\$1,447	\$0	\$117	\$1,564	\$1,564
Task 400 Subtotal	4	0	2	0	0	0	0	0	0	0	11	3	0	0	3	23	\$3,758	\$0	\$299	\$4,057	\$4,057
TASK 500 - CAPACITY ANALYSIS (CHAPTER 4)																					
Update capacity analysis and figures	3	0	5	2	0	0	0	0	0	0	9	1	0	0	3	23	\$3,978	\$0	\$299	\$4,277	\$4,277
Update Chapter 4 draft document consistent with flow/load projections	2		2								4					8	\$1,390	\$0	\$104	\$1,494	\$1,494
Incorporate input from City on updated Chapter 4 document	1		1								1				1	4	\$721	\$0	\$52	\$773	\$773
Task 500 Subtotal	3	0	5	2	0	0	0	0	0	0	9	1	0	0	3	23	\$3,978	\$0	\$299	\$4,277	\$4,277
TASK 700 - ALTERNATIVES DEVELOPMENT & EVALUATION (CHAPTER 6)																					
Additional MBR cost estimating, phasing, site work and electrical	8	0	5	0	0	0	0	9	12	0	8	2	0	0	3	47	\$8,273	\$0	\$611	\$8,884	\$8,884
Update MBR phasing alternatives consistent with revised flow/load projections	4							9	10							23	\$4,165	\$0	\$299	\$4,464	\$4,464
Update draft Chapter 6 consistent with revised flow/load projections	1		2						2		2					7	\$1,240	\$0	\$91	\$1,331	\$1,331
Incorporate input from City on updated Chapter 6 document	2		2								4	2			2	12	\$2,002	\$0	\$156	\$2,158	\$2,158
Task 700 Subtotal	8	0	5	0	0	0	0	9	12	0	8	2	0	0	3	47	\$8,273	\$0	\$611	\$8,884	\$8,884
TASK 800 - RECOMMENDED ALTERNATIVE (CHAPTER 7)																					
Update CIP tool schedule and cash flow consistent with revised flow/load projections	6	0	6	0	0	0	0	0	0	0	9	4	0	0	3	28	\$4,923	\$0	\$364	\$5,287	\$5,287
Update Chapter 7 draft document, CIP schedule and cash flow discussion, graphics	2		2								4	2			1	11	\$1,876	\$0	\$143	\$2,019	\$2,019
Incorporate input from City on updated Chapter 7 document	2		2								1	2			1	11	\$1,876	\$0	\$143	\$2,019	\$2,019
Task 800 Subtotal	6	0	6	0	0	0	0	0	0	0	9	4	0	0	3	28	\$4,923	\$0	\$364	\$5,287	\$5,287
TASK 900 - PREPARE MASTER PLAN																					
Update Executive Summary and compile final documents	4	0	1	0	0	0	0	0	0	0	4	2	0	0	10	19	\$2,800	\$0	\$247	\$3,047	\$3,047
Task 900 Subtotal	4	0	1	0	0	0	0	0	0	0	4	2	0	0	10	19	\$2,800	\$0	\$247	\$3,047	\$3,047
TASK 1000 - Quality Management																					
Senior review and technical editing	4	3	0	0	0	0	0	0	0	0	0	0	0	0	2	5	\$972	\$0	\$65	\$1,037	\$1,037
Task 1000 Subtotal	4	3	0	0	0	0	0	0	0	0	0	0	0	0	2	5	\$972	\$0	\$65	\$1,037	\$1,037
TASK 1100 - PROJECT MANAGEMENT																					
PM Activities	10	0	2	0	0	0	0	0	0	0	2	0	0	0	3	17	\$3,488	\$0	\$221	\$3,709	\$3,709
Meetings as needed	8														2	10	\$2,172	\$0	\$130	\$2,302	\$2,302
Task 1100 Subtotal	2	0	2	0	0	0	0	0	0	0	2	0	0	0	3	17	\$3,488	\$0	\$221	\$3,709	\$3,709
TOTAL AMENDMENT AMOUNT	43	3	22	2	0	0	0	9	12	0	52	16	4	0	29	186	\$ 32,027	\$ -	\$ 2,418	\$ 34,445	\$ 34,445