

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

2024 Street Maintenance

This First Amendment to Professional Services Agreement (“First Amendment”) is effective the ____ day of June 2024 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **Century West Engineering Corporation**, 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 13, 2023, relating to the 2024 Street Maintenance Project (“Project”); and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described (“Additional Services”); 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. Additional Services to be Provided

Consultant will perform the Additional Services for the Project, as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein, pursuant to all original terms of the Agreement, except as modified herein.

Section 2. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this First Amendment shall be completed by no later than December 31, 2024.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS (\$143,714), for

performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with the Compensation Amount, equals a total not-to-exceed amount of THREE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS AND NINETY CENTS (\$396,368.90) 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 4. 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:

CITY:

CENTURY WEST ENGINEERING CORP.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

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

EXHIBIT A

SCOPE OF WORK

Task 6 – Construction Period Services

Provide construction administration, resident observation, and post-construction services. The Consultant will provide a Construction Manager (CM) and Resident Observer (RO) full-time for the project's night work and part-time for the project's day work. Geotechnical support and inspection will be provided for the project's night and day work. It is assumed that the project construction period occurs during a three (3) month/twelve (12) week active construction period.

6.1 Construction Support & Inspection

- a. **Contract Administration:** Provide for and perform project administration and management activities. These activities include the following:
 - i. Manage the project scope, schedule, and budget.
 - ii. Coordinate during the project with City staff.
 - iii. Coordination of sub-consultant staff
 - iv. Billing with task breakdown and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status will be submitted to the City monthly.
- b. **Pre-construction Conference:** The City of Wilsonville will arrange, organize, prepare for, and conduct a preconstruction conference. The City will prepare an agenda and arrange attendance by City staff, the construction contractor, affected utility staff, and other parties interested in the project's construction. CWE's CM will attend the meeting in person. The city will prepare and distribute meeting minutes.
 - i. Obtain and review the project construction schedules from the contractor before the pre-construction conference.
 - ii. The City will provide "As-Bid" documents to the construction contractor in electronic PDF.
- c. **Construction Progress Meetings:** Construction progress meetings with the construction contractor, CWE's CM, RO, and City staff will be important to facilitate communication during the project. Weekly construction meetings will be held throughout the active construction phase. CWE's CM and RO will attend all weekly meetings over the anticipated 12-week active construction period. The City is assumed to facilitate these meetings. Tasks to be accomplished include assisting with resolving project difficulties, reviewing the progress of the work, and confirming that the work is proceeding in accordance with the contract documents.
- d. **Agency and Utility Consultations:** To be provided by City staff.
- e. **Respond to RFIs:** CWE CM or RO will respond promptly to Requests for Information (RFIs). Up to four (4) RFIs are expected to be issued on the project.
- f. **Proposal Requests & Change Orders:** Manage and respond to proposal requests (PRs) promptly and prepare necessary Change Orders (COs), including a cost estimate, cost/price analysis, description of work, and schedule impacts. Up to two (2) PRs and two (2) COs are anticipated to be processed during the project.
- g. **Submittal Review:** CWE CM or RO will respond promptly to submittals. CWE will prepare a tracking spreadsheet of all required submittals and provide it to the construction contractor at the pre-construction meeting. It is anticipated that sixteen (16) submittals will be reviewed, including material/product submittals, Traffic Control Plans (TCPs), and Temporary Pedestrian Accessible Route Plans (TPARP).

- h. **Clarifications and Interpretations:** CWE CM will provide clarification and interpretation of the contract documents to the construction contractor, City staff, and RO.
- i. **Pay Request Review** - CM and RO shall review the contractor's applications for payment and make recommendations for payment to the City. It is assumed that up to three (3) pay requests will be received and reviewed, including the final payment request. Pay requests shall be prepared using the City's standard forms.
- j. **Construction Inspection** - CWE's RO will provide part-time, as-needed, on-site construction inspection for daytime work during the construction period (assumed to be 10 hours/week over 8 weeks). CWE's RO will provide full-time, on-site construction inspection for nighttime work during the construction period (assumed to be 40 hours/week over 4 weeks). The RO will perform the following:
 - i. Prepare daily construction inspection reports and submit them to the City with project closeout documents unless requested earlier. Supplement the inspection reports with electronic photos taken as frequently along the project route as needed to document key features, construction progress, techniques, equipment used, and information that supports markings on record drawings. These reports will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the construction contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes. CWE standard daily inspection reporting forms will be used.
 - ii. Attend weekly progress meetings
 - iii. Observe quality control activities
 - iv. Assist with quantity verification
 - v. Review daily acceptance testing
 - vi. Report non-compliance issues to the CM and City
 - vii. Observe and check surveying conducted by the construction contractor
 - viii. Monitor compliance with the TCP and TPARP
- k. **Geotechnical Services and Inspection:** The geotechnical subconsultant will provide construction observation during pavement activities. Construction observation services will be conducted by a member of the geotechnical staff and directly supervised by a professional engineer (PE) licensed in the State of Oregon. The specific scope of services will include the following:
 - i. Provide geotechnical engineering support for the project during the pre-construction phases, including reviewing design submittals for conformance to pavement design recommendations.
 - ii. Attend kick-off pre-construction meetings with the city of Wilsonville and the construction team.
 - iii. Complete full-time site visits to observe and evaluate subgrade and aggregate base preparation for pavement surfaces where necessary along repair sections of Bailey by probing and/or observing proof roll-over prepared subgrades and performing in-place density testing of compacted aggregate base.
 - iv. Complete full-time site visits to observe pavement cement amended subgrade for Boberg.
 - v. Perform in-place density tests to evaluate the relative compaction of asphalt concrete pavement for Boberg, Bailey, and Boones Ferry.
 - vi. Complete laboratory moisture-density relationship (proctor) tests on material proposed for use as an aggregate base as needed.
 - vii. Prepare field reports summarizing our observations after the completion of each site visit.

- viii. Provide project management during earthwork observation, including review of field reports, consultation, responding to requests for information (RFIs), periodic site visits, construction meeting attendance, and client communication.
- ix. Prepare a final summary letter for construction monitoring activities.
- l. **Final Review and Inspection:** Prepare for and conduct a preliminary review and inspection of the project. Prepare a "punch list" of work items remaining to achieve final completion of the project and prepare for City acceptance. The City, CWE CM, and the RO will conduct a final inspection walk-through to confirm completed items. Advise the City and the contractor of the dates for any warranty periods as established in the contract documents.
 - i. **ADA Curb Ramp & Push Button Inspection Forms:** CWE RO will perform the final ADA curb ramp and push button inspections on the City's or ODOT standard form.
- m. **Claims Support:** Notify the City of any potential or actual claims or protests by the construction contractor. Coordinate with City staff and legal counsel as necessary regarding these matters. Provide additional services as requested to evaluate an unreasonable claim or an excessive number of claims submitted by the contractor or others in connection with the project or to assist the City in any legal matters associated with the above.
- n. **Certifications:** Provide certifications that all work was performed in accordance with the approved plans and specifications as modified during construction. Obtain from the contractor all required final certifications and other documentation as required in the contract documents.

6.2 Record (As-built) Drawings

- a. Prepare and submit to the City record drawings upon completion of construction based on the contractor's and RO's construction records.

