

RESOLUTION NO. 2021 – 20

A Resolution of the City of McMinnville Authorizing the City Manager to Execute a Third Amendment to the Personal Services Agreement with Ballard*King & Associates, Ltd. to continue the Facilities and Recreation Master Plan and Feasibility Study Project.

RECITALS:

WHEREAS, the City of McMinnville (“City”) undertook a competitive procurement process pursuant to OAR 137-048-0210 (“Procurement”) to obtain professional services for the Facilities and Recreation Master Plan and Feasibility Study Project (“Project”); and

WHEREAS, Ballard*King & Associates, Ltd. was the successful proposer (“Consultant”) and entered into a Personal Services Agreement (“Agreement”) with the City on August 1, 2019; and

WHEREAS, the Procurement contemplated a potential Phase II of the Project wherein the City could elect to have the Consultant perform concept planning for certain new or expanded facilities/amenities; and

WHEREAS, the City and the Consultant entered into a First Amendment to Personal Services Agreement on September 21, 2020 and a Second Amendment to the Personal Services Agreement on October 27, 2020 to finalize the Recreation/Aquatic Center program with MacPAC and other related tasks; and

WHEREAS, the City desires to further amend the Agreement for Consultant to continue this second phase of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON as follows:

1. The City of McMinnville incorporates the above-stated findings as if fully set forth herein.
2. The City of McMinnville, acting as the Local Contract Review Board, authorizes the Manager to enter into and execute, on behalf of the City of McMinnville, a Third Amendment to the Personal Services Agreement with Ballard*King & Associates, Ltd. for a stated value of \$96,900, in substantially similar form as attached hereto as **Exhibit 1**.
3. This Resolution takes effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a meeting held April 13th, 2021 by the following votes:

Ayes: Drabkin, Geary, Garvin, Chenoweth, Peralta, Menke

Nays: _____

Abstain: _____

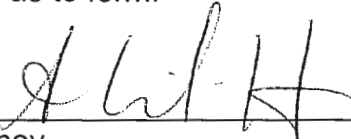
Approved this 13th day of April, 2021



MAYOR

Approved as to form:

Attest:



City Attorney



City Recorder

EXHIBIT:

1. Third Amendment to Personal Services Agreement with Ballard*King & Associates, Ltd.

**CITY OF MCMINNVILLE
THIRD AMENDMENT TO PERSONAL SERVICES AGREEMENT**

Facilities & Recreation Master Plan & Feasibility Study Project

This Third Amendment to Personal Services Agreement (“Third Amendment”) is effective the 1st day of January 2021 (“Effective Date”), by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (“City”), and **Ballard*King & Associates, Ltd.**, a Colorado corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Personal Services Agreement (“Agreement”) with Consultant on August 1, 2019 relating to the Facilities & Recreation Master Plan & Feasibility Study Project (“Project”); and

WHEREAS, the City entered into a First Amendment to a Personal Services Agreement (“First Amendment”) on September 21, 2020; and

WHEREAS, the City entered into a Second Amendment to a Personal Services Agreement (“Second Amendment”) on October 27, 2020; and

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

WHEREAS, Consultant represents that Consultant is qualified to perform the Third Amendment Additional Services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such Third Amendment 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 Third Amendment 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 2. Time for Completion of Additional Services

The Third Amendment Additional Services provided by Consultant pursuant to this Third Amendment shall be completed by no later than August 31, 2021.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed Ninety-Six Thousand Nine Hundred Dollars (\$96,900) for performance of the Third Amendment Additional Services (“Third Amendment Compensation Amount”).

Section 4. All Other Terms

All of the other terms and conditions of the Agreement, the First Amendment, and Second Amendment shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement and the Second Amendment shall apply to this Third Amendment.

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

CONSULTANT:

CITY:

BALLARD*KING & ASSOCIATES, LTD.

CITY OF MCMINNVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Amanda R. Guile-Hinman, City Attorney
City of McMinnville, Oregon

EXHIBIT A

SCOPE OF WORK

McMinnville Civic Facilities Master Plan Scope and Fee for Professional Services

SCOPE OF WORK

The Design Team understands the scope of work to be the following:

SPACE PROGRAMMING

The RAC space program is completed and will include 2 scenarios: one with a 25-yard stretch pool or 50-meter pool. Both options could be explored on the Linfield Property site. The Public Library space program and feasibility study narrative has been completed and assumes a total building area of 30,000gsf. A preliminary needs assessment memo was completed for the Senior Center.

SITE SELECTION

The specific RAC sites evaluated include the Upper City Park site with a test-fit of the space program and parking along with detailed site analysis for both the Linfield Property and Wortman Park. The Wortman Park site included a test-fit of the program and parking.

The Public Library will stay in its central McMinnville location within Upper City Park. This study will explore relocating the library to a new 30,000gsf facility on the site of the existing Aquatic Center. This approach is based on the direction of relocating the Aquatic Center to the RAC development on the Linfield Property. Consideration will be given to expanding the parking area with the possibility of integrating beneath the proposed library.

The Senior Center will stay in its current location and be rejuvenated through renovation / expansion with consideration for enhancing Wortman Park.

CONCEPT DESIGN

- Develop site layout and building conceptual floor plans for the RAC, Library, and Senior Center.
- The RAC building layout with parking and related open space will be developed as a prototype plan that establishes a framework to define the general development area requirements. The RAC layout will include possible phasing strategies with related project cost estimates for each phase of implementation. The specific location of the RAC facility on the Linfield site is not a part of this scope.
- Develop preliminary 3D exterior massing and character studies for the RAC and Library. Supportive imagery that illustrates the potential character of the RAC and Library will be included.
- Provide project cost estimates for the RAC and Library.
- Refine cost recovery projections to reflect the RAC concept design.

MEETINGS / PRESENTATIONS

Our efforts will be coordinated with and support the ongoing process the City of McMinnville has established. It will include participating in Project Management Team (PMT) strategy / review meetings, seven (7) MacPac meetings, one (1) Public Open House and one (1) City Council Presentation. Opsis and B*K will assist the PMT in agenda setting and will participate in meetings. MacPac meeting dates and outline agendas below:

Jan	RAC Sites & Evaluation
	MacPac process update
	Review guiding principles & site evaluation criteria

Overview of potential sites considered
Linfield Property site analysis & discussion

- Feb RAC / Linfield Space Program Needs**
Evaluate Wortman Park for RAC site
RAC site selection
- Mar Review Space Program / Subcommittee Reports**
Updates from Aquatics Subcommittee (competition pool recommendation)
Update from Library Subcommittee
Update of Senior Center space needs
- April Preliminary Concept Designs**
Review RAC conceptual layout
Review Library conceptual layout
Review Senior Center conceptual layout
- May Preferred Concept Design**
Review refined site development plans
Review refined building layouts
Review buildings massing, character, and imagery
- June Finance**
Review cost estimates
Review RAC operational estimate
Adjust or modify as needed the program, design, and funding
Review outline of the final report
- July Draft of Final Report**
Review final concept designs
Review financing plan
Review draft of final report
- Aug Final Report Development**
Incorporate public comments from July/early Aug. 'open house' into the Final Report
Provide Final Report to MacPac for recommendation to City Council
Prepare for City Council Presentation
- Sept. City Council Presentation of Final Recommendations**
Present concept designs
Present cost estimates & operational costs
Review financing plan
Overview of next steps (September 2021-November 2022)

FINAL REPORT

In alignment with City of McMinnville's approach to this effort complementing the Phase-1 Report, we will produce a separate Phase-2 Report that documents the process, space program summary and concept designs for the Recreation / Aquatic Center (RAC), Senior Center, and Public Library.

The final report will include a summary of the planning process, project guiding principles, site evaluation criteria, RAC sites considered with site analysis, total project cost estimates for the RAC and Library (including an operational cost projection for the RAC), and concept design narrative and layouts for the three (3) civic facilities. 3D massing with exterior character renderings for the RAC and Library projects will

be supplemented with representative images of the exterior and interior character. Deliverables include three (3) hard copies of the final report with an electronic version.

FEE

The total maximum fee for this effort is \$96,900 plus reimbursables at \$1,000 for a maximum total of \$97,900. This proposal is inclusive of prior scope of work completed during December through the project completion in August 2021. We propose an hourly-not-to exceed fee for the activities outlined above. Opsis sub-consultants listed below will invoice directly to Opsis.

Contract Prime

Recreation/Operations Planning Ballard*King \$10,000

Architectural Services

Architectural Planning/Design Opsis Architecture \$69,300

Opsis Sub-Consultants

Landscape Design Lango Hansen \$5,500

Library Planner Johnston Architects \$3,300

Cost Estimating ACC Cost Estimating \$8,800

Total (hourly not-to-exceed) \$96,900

PROJECT SCHEDULE

We anticipate this scope of work will be initiated in December 2020 and completed by October 2021.

REIMBURSABLES

Reimbursable expenses include expenses incurred by B*K, Opsis and Consultants directly related to the project such as transportation, printing, deliveries, and other similar project-related costs. A 10% mark-up is applied to reimbursable expenses for processing.

Project Reimbursable Allowance: **\$1,000**

INVOICING

Invoices will be rendered once a month based on the expended hours and reimbursable expenses incurred. Payments are due and payable upon presentation.