



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 2

616 NE 4th Avenue
Camas, WA 98607

Project No. P1030 (PNR23004)

SOUTH LACAMAS CREEK TRAILHEAD IMPROVEMENTS

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the ___ day of ___, 202___, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and GreenWorks, PC hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated July 7, 2021, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. Scope of Services. Consultant agrees to perform additional services as identified on Exhibit "A" (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$28,906.86.

a. [] Unchanged from Original/Previous Contract

2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:

a. [X] Extended to April 30, 2025.

b. [] Unchanged from Original/Previous Contract date of ___, 20___

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

3. Payment. Based on the Scope of Services and assumptions noted in Exhibit "A", Consultant proposes to be compensated on a time and material basis per Exhibit "B" (Costs for Scope of Services) with a total estimated not to exceed fee of:

a. Previous not to exceed fee: \$87,563.00

b. Amendment No. 2 \$28,906.86

c. Total: \$116,469.86

d. Consultant billing rates:

[X] Modification to Consultant Billing Rates per Exhibit "B" attached herein

[] Unchanged from Original/Previous Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

**EXHIBIT “A”
AMENDED SCOPE OF SERVICES**

2-20-2024

Jim Hodges
City of Camas
616 NE 4th Avenue
Camas, WA 98607

Re: NE 3rd Avenue Trailhead Improvements – Camas, WA
Construction Services Proposal – No. 210015.2

Jim,

We look forward to continuing this project through the construction phase, and supporting the City toward a successful completion of the trailhead. GreenWorks will lead the consultant team, which will include Wallis Engineering, and R&W Engineering. We assume that City staff will take the lead role as Owner's Representative for day to day field inspections and will be the contractor's primary contact.

We make the following proposal for your consideration and acceptance:

PROPOSED SCOPE OF SERVICES

TASK 1 CONSTRUCTION MEETINGS

1.1 Construction Meetings

We will attend up to (6) on-site construction meetings at (2) hours each plus drive time.

Task 1 Deliverables: Annotated reviews of product submittals and shop drawings.

TASK 2 SUBMITTALS

2.1 Product Submittals

We will review and respond to up to (25) product submittals and shop drawings, including soil tests. The total number of submittal reviews includes revisions of initially rejected submittals.

Task 2 Deliverables: Annotated reviews of product submittals and shop drawings.

TASK 3 REQUESTS FOR INFORMATION

3.1 Requests for Information

We will respond to up to (12) RFI's from the contractor, including drawing revisions if needed.

Task 3 Deliverables: RFI responses and drawing revisions.

TASK 4 SITE OBSERVATIONS

4.1 Progress Site Visits

We will observe in-progress work such as irrigation, plants prior to and after installation, gabions, signage, utilities, and the restroom installation. We will provide up to (8) progress site visits with written field reports.

4.2 Substantial Completion

At Substantial Completion we will observe the installed work and provide a punch list of all items that do not meet the requirements of the contract documents.

4.3 Final Walk-Through

After the contractor has corrected the Substantial Completion items, we will perform a final walk-through to confirm those corrections and provide a final closeout list of any remaining items to correct.

4.4 Post-Completion

We will visit the site up to (4) times to review contracted landscape maintenance and evaluate potential landscape warranty items.

Task 4 Deliverables: field reports, punch list, final closeout list.

TASK 5 AS-BUILTS

5.1 As-Built Drawings

Using as-built survey information (not included in this contract) we will produce as-built drawings that includes constructed elements that were installed differently than shown on the contract drawings.

Task 5 Deliverables: as-built drawings.

Assumptions

1. Materials testing is not included. The City will coordinate materials testing with a 3rd party tester.
2. Construction surveying is not included.
3. Permitting fees will be paid by the City, and are not included in this proposal.
4. The project duration is anticipated to be approximately 10 to 14 months, starting from the date of the notice to proceed.
5. During construction observation visits, GreenWorks, P.C. and our subconsultants may observe and discuss potential problems. These visits are neither construction inspections, directives, nor a guarantee that there will not be construction deficiencies. In no instance will GreenWorks, P.C. or our subconsultants undertake to supervise the work of others.
6. All environmental permitting (including Shoreline Substantial Development Permit, SEPA, and Critical Area Permits) has been performed for the project as part of the Lacamas Creek Pump Station project, and no further environmental services will be necessary.
7. The Lacamas Creek Pump Station record drawings will be available to the design team, and construction will depend on the locations of utility stubs and other features shown on the record drawings. GreenWorks, P.C. will not be responsible for errors or omissions in the record drawings.
8. Restoration and Buffer Mitigation Plan – Lacamas Creek Sewer Pump Station by Ecological Land Services, Inc. in January 2019 specifies habitat enhancement and restoration areas as mitigation for stream buffer disturbance by the pump station and trailhead improvement projects. However, this proposal does not include recording a conservation easement, a monitoring plan, a maintenance plan, or a contingency plan.
9. Fee for a consulting arborist, if necessary, is not included in this proposal.

10. Archaeological evaluation and permitting have been performed for the project site as part of the Lacamas Creek Pump Station project, and no further archaeological services will be necessary.
11. Geotechnical investigation and evaluation have been performed for the project site as part of the Lacamas Creek Pump Station project, and no further geotechnical services will be necessary.
12. A traffic impact study is not included in this proposal.
13. GreenWorks, PC shall render its services as expeditiously as is consistent with professional skill and care.
14. The Client acknowledges and agrees that proper Project maintenance will be required after the Project is complete. Without adequate maintenance and care on the part of the Owner, portions of the landscape may never mature and function in the manner intended, and other site features may become degraded, resulting in a site that does not achieve the original intent expressed by the designer to the client. GreenWorks, PC cannot be responsible for conditions or events that result from inadequate or improper maintenance.

TERMS OF AGREEMENT

Fee Schedule

Professional fees for the scope of work are as follows:

Task 1 Construction Meetings	\$4,070.00
Task 2 Submittals	\$5,930.00
Task 3 Requests for Information	\$5,728.00
Task 4 Site Observations	\$10,446.00
Task 5 As-Builts	\$2,269.00
Reimbursable Expenses	\$463.86
Fee Total	\$28,906.86

This **total fee of \$28,906.86** will be billed monthly on a time and materials (T&M) basis, not to exceed the total authorized fee stated above, and includes reimbursable expenses.

Hourly Rates

This proposal is based upon the current hourly rates shown on the attached fee spreadsheet. If this proposal is accepted or work begun in the following calendar year, our fees will be revised to incorporate the billing rates then in effect. If work continues into subsequent calendar years, we reserve the right to revise and update our fees.

Reimbursable Expenses

Project expenses such as mileage, delivery services, printing and reproductions, supplies, and communication will be billed at cost and added to monthly invoices.

Payment

Invoices are payable upon receipt, and Client shall not back charge or withhold payment from Landscape Architect for any charges, costs, or expenses without Landscape Architect's specific written consent. Invoices not paid within twenty (20) days are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. In addition, Client shall pay Landscape Architect's reasonable costs incurred in collection of any delinquent amounts, including attorney fees and costs of preparing and filing liens, regardless of whether suit or action is instituted.

Additional Work

Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect. Fees for additional work, beyond the scope of work as outlined in this agreement, will be invoiced as provided above, or according to our regular rates in effect at the time. We will notify Client before performing any additional work.

Contract Time Limit

Client accepts this Contract by returning this Proposal signed below to Landscape Architect or by accepting any part of Landscape Architect's performance under this Proposal. Upon acceptance,

NE 3rd Avenue Trailhead Improvements – Construction Services

City of Camas
Camas, WA

Client agrees to be bound by the Terms and Conditions printed above. If acceptance fails to occur within 90 days of the date above, this Proposal will be void unless accepted by Landscape Architect. If this proposal meets with your approval, kindly return one signed copy to our office.

Sincerely,



Gill Williams, PLA, ASLA

Principal

GreenWorks, P.C.

503-222-5612 | gillw@greenworkspc.com

Accepted By

City of Camas

Signature

Date

**EXHIBIT “B”
AMENDED COSTS FOR SCOPE OF SERVICES AND BILLING RATES**

210015.2 South Lacamas Creek Trailhead		GreenWorks, PC			Wallis Engineering			R&W Engineering				Cost by Task
Construction Services		Principal	Project Manager	Administrative	EM IV	Tech IV	Admin IV	Sr. Eng. II	Sr. Tech II	CAD/Tech	Cler/Admin.	not incl separate exps,
AH updated 2/20/2024	Hourly Rate:	Hours (\$198/hr)	Hours (\$147/hr)	Hours (\$140/hr)	Hours (\$228/hr)	Hours (\$141/hr)	Hours (\$132/hr)	Hours (\$185/hr)	Hours (\$145/hr)	Hours (\$105/hr)	Hours (\$60/hr)	
Task 1	Construction Meetings	0	18	0	3	0	0	4	0	0	0	\$4,070.00
25	1.1 Construction Meetings		18		3			4				
Task 2	Submittals	0	26	0	6	0	0	4	0	0	0	\$5,930.00
36	2.1 Product Submittals		26		6			4				
Task 3	Requests for Information	2	16	4	4	0	4	4	0	0	4	\$5,728.00
38	3.1 Requests for Information	2	16	4	4		4	4			4	
Task 4	Site Observations	0	42	0	9	0	0	12	0	0	0	\$10,446.00
31	4.1 Progress Site Visits		24		3			4				
11	4.2 Substantial Completion		4		3			4				
11	4.3 Final Walk-Through		4		3			4				
10	4.4 Post-Completion		10									
Task 5	As-Builts	0	0	0	2	8	0	1	2	2	0	\$2,269.00
15	5.1 As-Built Drawings				2	8		1	2	2		
	Individual Totals(hours)	2	102	4	24	8	4	25	2	2	4	
	Firm Totals (cost)			\$15,950.00			\$7,128.00				\$5,365.00	total expenses:
	(% varies) Reimbursable Expenses			\$319.00			\$0.00				\$144.86	\$463.86
	Consultant Total Fee			\$16,269.00			\$7,128.00				\$5,509.86	
	TOTAL FEE										\$28,906.86	