



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1

616 NE 4th Avenue
Camas, WA 98607

Project No. D1005

OSTENSON CANYON STORMWATER AND ROADWAY REPAIR PROJECT

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the _____ day of _____, 2020, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and PBS Engineering and Environmental, 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 May 19th, 2020, 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.

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. Extended to _____

b. Unchanged from Original/Previous Contract date of December 31st, 2021

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 19 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: \$44,255.00

b. Amendment No. 1: \$134,027.75

c. **Total: \$178,282.75**

d. Consultant billing rates:


Modification to Consultant Billing Rates per **Exhibit "C"** attached herein

Unchanged from Original 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:

 Digitally signed by
Gregory Jellison
Date: 2020.12.08
16:44:45-08'00'
By: _____

Print Name: Gregory P. Jellison

Title: Principal Civil Engineer

CONSULTANT:

Authorized Representative

By: _____

Print Name: _____

Title: _____



CITY OF CAMAS, WASHINGTON

Supplement 1 – Amended Scope of Services

Exhibit “A”

Ostenson Canyon Stormwater and Roadway Repair – Amendment 1 City Project # D1005

INTRODUCTION

This scope of work amends the approved scope of work dated May 19, 2020 for the Ostenson Canyon Stormwater and Road Repair project. Task headings have been maintained for clarity and subtasks represent new work under this agreement. This project is funded with local stormwater funds.

The project team currently includes:

- PBS – Civil and structural engineering, environmental and public involvement services
- GRI – Geotechnical engineering
- Universal Field Services – Property / Right-of-way services

Work under this contract is expected to last about 6 months.

PROJECT DESCRIPTION/BACKGROUND

The Ostenson Canyon Stormwater and Roadway Repair Project is located in the Prune Hill area within the City of Camas (City). This project has been identified as a key project for 2020 and is funded by City stormwater funds.

A 24-inch corrugated metal pipe outfalls the stormwater runoff from the eastern side of prune hill just south and west of the intersection of Ostenson Canyon Road and NE 18th Loop. This outfall pipe is at or over capacity and directly discharges, without energy dissipation, a very high volume of stormwater into the ravine adjacent to the roadway. Over the years, this has scoured out the hillside immediately adjacent to the roadway and has started to undermine the roadway. This has resulted in an ongoing safety concern as one of the guardrail posts is now completely exposed and is adjacent to a 26-foot vertical drop into the scoured-out ravine.

The initial scope of work provided for the Alternatives Analysis phase of the project. This Amendment #1 builds on the preferred alternative to develop approved 100% construction drawings, specification and estimate. GRI previously conducted a preliminary geotechnical investigation of the site to determine potential solutions. This investigation resulted in a series of recommended temporary measures that the City has implemented.

The primary project goals are to:

- Restore adequate support of the roadway section, including guardrail or barrier.
- Improve the stormwater system such that long term outfall erosion is no longer a threat to the roadway stability.

OVERALL PROJECT ASSUMPTIONS

- No additional geotechnical investigation will be needed.
- Project will be considered a Maintenance project, no environmental permitting will be included with this project except for a tree permit
- Project team will perform an upstream analysis to determine outfall pipe size.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule and budget for the design engineering phase. The design phase of the project is assumed to take up to 6 months to complete.

Subtask 1.1 Contract Administration

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultant fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- Maintain required contract documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables

- Monthly invoices, Contract Summary Reports.
- Project Documentation, upon request

Subtask 1.2 Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- Up to 12 bi-weekly phone meetings with City staff
- Up to 6 internal PBS design team coordination and meetings. Other consultant team members will attend meetings as needed.
- Preparation for and attendance at four (4) project coordination meetings with City staff including up to two PBS staff.

Deliverables

- Meeting Agendas and Meeting Summaries

Subtask 1.3 Management, Coordination, and Direction

- The Consultant shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.

- Prepare and maintain project design schedule. The schedule shall identify Consultant tasks and items provided by City and other consultants. The schedule shall be updated as circumstances require or as requested by the City (assumes 1 update).

Deliverables

- Project Schedule & Schedule Update
- Summary notes of coordination efforts

Task 2 Survey

Subtask 2.2 – Additional Topographic Survey and Base Map

Although survey was performed as part of the original contract, an additional day of survey is anticipated for the stormwater solution, and driveway regrading.

PBS will perform boundary resolution, topographic surveying and data collection services to include the following:

- Existing driveway and front yard of the 613 NW 18TH Loop property located between Ostenson Canyon Road and NW 18th Loop
- Potential stormwater discharge location east or west of the existing Topo limits
- Prepare existing surface model reflecting collected topographic survey and breaklines.
- Upon completion of topographic survey and development of the surface model, PBS will prepare an existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.
- Consultant will conduct site visits to verify the design fits the field conditions.
- Consultant will conduct site visits, take project photos of each property along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.
- Prepare legal description and exhibit for a storm drainage easement across a portion of Tax Lot 85141002.

Assumptions

- Title reports will be billed as an expense

Deliverables

- Surface Model
- Existing Conditions Basemap
- Legal Descriptions and Exhibit
- Project Photos

TASK 3: ALTERNATIVES ANALYSIS

This work was completed under the original agreement

TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Subtask 4.1 – Camas Tree Survey Permit

It is expected that the conceptual alternatives will include the removal of existing trees. The City of Camas regulates trees considered "significant trees". These are defined by CMC 18.03.050 Environmental Definitions as evergreen trees 8-inches and larger in diameter at breast height (dbh), and deciduous trees, other than red alder or cottonwood, twelve inches and larger in dbh. For the tree/vegetation survey the Consultant will conduct the following tasks.

- A professional arborist will identify, inventory, and conduct a condition assessment of all trees meeting the above criteria.
- Evaluate the proposed project design impact to existing trees.
- Prepare a tree plan and memo summarizing the existing tree species and diameter, tree location, tree health condition, hazardous tree appraisals, and preservation.
- Prepare a restoration plan to mitigate for trees impacted at the suggested 2:1 replacement ratio per CMC 16.51.125(B) using native trees. Replacement trees may include mitigation plantings, applicable street trees, City tree fund or some combination thereof.

Assumptions

- This project has been determined by City staff to be a maintenance project. No environmental permitting will be required except for a tree permit
- The tree survey area is limited to the topographic survey limits
- The City will conduct one round of review and comment on the tree survey and tree restoration plan.
- The tree restoration plan will accompany the other project permits but will not require a separate permit application.

Deliverables

- Draft and final tree survey (one electronic copy)
- Draft and final tree restoration plan (one electronic copy)

TASK 5: DESIGN ENGINEERING

Following the selection of the preferred alternative, the Consultant team will provide final design services. The Consultant team will provide the following submittals:

- Preliminary (30%) Design
- 60% Design
- 90% Design
- Final PS&E

Subtask 5.1 Preliminary (30%) Design

The consultant will develop preliminary documents to the 30 percent design stage. These documents will be used to assist the permit process and to verify the project scope versus the available budget. Review documents will consist of drawings and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established, and all decisions required to generate construction details have been made.

The 30% plans shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Plan over Profile Sheets showing basic roadway geometry information and preliminary stormwater layout
- Slope stabilization plan over profile and typical section

Deliverables

- 30 percent plans and opinion of probable construction cost

Subtask 5.2 - 60 Percent Design (PS&E)

The consultant will address review comments on the 30% Plans and develop construction documents to the 60 percent design level. These documents will consist of plans, a bid item list, an opinion of probable construction cost.

The 60% plans shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Construction Staging and Signing Plans
- Site Prep/Demolition Plans
- Erosion Control and Grading Plans
- Erosion Control Notes Detail Sheets
- Plan over Profile Sheets showing roadway geometry information and stormwater layout
- Slope stabilization plan over profile sheets
- Slope stabilization typical section and details
- Signing and Striping Plans
- Restoration Landscape Plans

Deliverables

- 60% Plans and Cost Estimates (3 hard copies of the plans (11X17), a PDF of the plan set, and cost estimate)
- Preliminary Stormwater/Hydrology Report

Subtask 5.3 - 90 Percent Design (PS&E)

The Consultant will address review comments from the 60% plans and develop construction documents to the 90 percent design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

The 90% plan set shall include the following sheets:

- Cover Sheet

- Civil Legend Sheet
- Typical Sections
- Construction Staging and Signing Plans
- Site Prep/Demolition Plans
- Erosion Control and Grading Plans
- Erosion Control Notes Detail Sheets
- Plan over Profile Sheets showing basic roadway geometry information and stormwater layout
- ADA grading details
- Stormwater plan over profile sheets
- Slope stabilization plan over profile sheets
- Slope stabilization typical section and details
- Signing and Striping Plans
- Miscellaneous Details Sheet
- Standard Detail Sheets

The Consultant will also:

- Compile stormwater analysis from 60%, update the analysis to match the 90% level design and prepare the updated stormwater / Hydrology report.
- Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
- Prepare 90% Level Project Specifications including current WSDOT amendments, GSP's and special provisions necessary for this project.
- Submit 90% plan set, specifications, draft construction schedule, and cost estimate for review

Deliverables

- 90% Plans, Specifications, and Cost Estimates (3 hard copies of the plans (11X17), a PDF of the plan set, specifications, draft construction schedule, and cost estimate)
- Updated Stormwater/Hydrology Report

Subtask 5.4 - Final Design (PS&E)

The consultant will address review comments from the 90% plans and develop construction documents to the Final design submittal. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

The Consultant will address the 90% comments.

Final design phase plan set shall include:

- Cover Sheet
- Civil Legend Sheet
- Typical Sections
- Construction Staging and Signing Plans
- Site Prep/Demolition Plans
- Erosion Control and Grading Plans
- Erosion Control Notes Detail Sheets
- Plan over Profile Sheets showing basic roadway geometry information and stormwater layout

- ADA grading details
- Stormwater plan over profile sheets
- Slope stabilization plan over profile sheets
- Slope stabilization typical section and details
- Signing and Striping Plans
- Miscellaneous Details Sheet
- Standard Detail Sheets

The Consultant will also:

- Address preliminary stormwater report comments and submit final stormwater report for approval.
- Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% Plans, special provisions and estimate for review
- Address City review comments regarding the plans, specs, and estimate.

Assumptions

- A Stormwater Construction Permit (SWCP) will not be required.

Deliverables

- Copy of SWPPP
- 100% Plans, special provisions, and estimate
- Final Stormwater Report
- Bid Documents

Subtask 5.5 - QA/QC

The Consultant will provide quality assurance/quality control (QA/QC) for design work in accordance with the Consultant's QA/QC Policy and the QC Plan prepared in Task 1. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

TASK 6: FINAL GEOTECHNICAL REPORT

Subtask 6.1 Final Geotechnical Report

Following selection of the preferred repair alternative, the project team will provide consultation during final design of the repair. Our recommendations for final design will be summarized in a geotechnical report. Our services during the final geotechnical design phase will include the following tasks:

- Consultation during final design which may include up to four phone meetings to discuss findings
- Development of final geotechnical design criteria and recommendations for the wall construction which will include design soil parameters for retaining structures, cut and fill slopes, fill materials, wet weather construction, and construction considerations
- Design criteria for ground anchors if required for support of the stormwater pipe restraints
- Evaluation of slope stability of the preferred wall alternative
- Summary of the results of our analyses in a geotechnical report
- Review geotechnical related 60% and 90% plans and specifications

Deliverables

- Final geotechnical report in electronic format

TASK 7: PUBLIC OUTREACH

Task 7.1: Stakeholder and Public Outreach

As the need for public outreach is currently unknown, the Consultant assumes up to 16 hours of public outreach support may be needed to support the City with this project.

TASK 8: RIGHT OF WAY

Task 8.1: Right-Of-Way Acquisition

Consultant shall provide labor, equipment, and materials to acquire one property for the City. The City and PBS will provide the property owner list, maps, descriptions, and documents needed.

R/W activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City Policies and Procedures.

Assumptions:

- Property will be acquired from one (1) private property owner.

Subtask 8.1.1– Preliminary Title Reports

The consultant will obtain preliminary title reports for each property acquisition. The consultant will review each preliminary title report for encumbrances, liens, or defects.

Deliverables

1 preliminary title report

Subtask 8.1.2 – Right of Way Funding Estimate

The consultant will complete a right of way cost estimate in conformance with Washington Department of Transportation's LAG Manual.

Deliverables

One (1) Right of Way Funding Estimate

Subtask 8.1.3– Appraisal and Appraisal Review

The consultant will use Washington Department of Transportation approved appraiser. The consultant shall provide one real estate appraisal for each ownership.

Appraiser shall provide written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Appraisal shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

The consultant will shall provide an appraisal review for each appraisal. The appraisal review will be conducted by another Washington Department of Transportation approved appraiser.

Deliverables

- 1 appraisal
- 1 appraisal review

The consultant will conduct negotiations, on behalf of the City.

Consultant will research the ownership status of the parcel and any existing conditions impacting the parcel. Consultant will provide potential courses of action for obtaining clear title for the City.

Consultant will compile and/or prepare all essential documents to be submitted to owners using City approved documents. These include, but are not limited to project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. Universal shall make all offers in person or by certified mail.

Consultant shall provide all property owners with:

A complete copy of the valuation that just compensation is based upon at the initiation of negotiations.

Consultant will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:

- efforts to achieve amicable settlements,
- owners' suggestions for changes in plans,
- responses to owners' counterproposals, etc.

Consultant will make every reasonable effort to acquire the ROW expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

Assumptions

City will pay closing and recording costs

Deliverables

- 1 completed negotiation packet with document for recording.

TASK 9: CONSTRUCTION MANAGEMENT

Subtask 9.1 Bid Support

Pre-Bid Opening Responsibilities

The Consultant shall respond to questions from prospective bidders and City staff before bid opening in reference to the bid package.

Necessary construction management support will be determined by the City prior to advertisement. A scope amendment will be provided at that point in time to best serve the City's needs.

Assumptions

- Support for the City during the bidding process only.
- Participation in construction meetings is not included.

Deliverables

- Electronic responses to bidder inquiries and addenda as needed.

CITY DELIVERABLES TO THE CONSULTANT

Project Coordination

The City will assist the Consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet and discuss the project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

Right of Entry Permits

The City will obtain the right of access to private parcels for all project developments. The Consultant shall coordinate access.

Exhibit B

Ostenson Canyon Stormwater and Roadway Repair

City of Camas, Washington

Tuesday, November 17, 2020

EXHIBIT "B"

Task and Description	PBS Engineering and Environmental (Engineering/Management)																PBS TOTAL	Subcontractors		SUB TOTAL	BUDGET AMOUNT		
	ENG MGR VII	ENG MGR VI	ENG V	ENG IV	ENG II	Tech IV	LA/PA V	SNR SCIENTIST	Survey VI PLS	Survey IV PLS	Survey II	Survey 3- Person Crew	PRJ ADMIN I	Graphic Artist	Public Outreach Specialist	Expense		GRI	UFS			TOTAL	
TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION																			17,000.00			0.00	17,000.00
Subtask 1.1: Contract Administration			6.00											6.00					3,500.00			0.00	3,500.00
Subtask 1.2: Meetings	16.00		32.00		6.00													8.00	10,170.00			0.00	10,170.00
Subtask 1.3: Management, Coordination, and Direction	2.00		30.00																5,330.00			0.00	5,330.00
TASK 2: SURVEYING																			5,890.00			0.00	5,890.00
Subtask 2.1: Surveying and Base Map									4.00	16.00	4.00	10.00						300.00	5,890.00			0.00	5,890.00
TASK 3: ALTERNATIVE ANALYSIS																			0.00			0.00	0.00
Subtask 3.1: Alternatives Concept Development																			0.00			0.00	50.00
TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION																			3,560.00			0.00	3,560.00
Subtask 4.1: Camas Tree Survey Permit			4.00									20.00							3,560.00			0.00	3,560.00
TASK 5: DESIGN ENGINEERING																			73,880.00			0.00	73,880.00
Subtask 5.1: 30 Percent Design (PS&E)	2.00		32.00	15.00	32.00	16.00	6.00												14,820.00			0.00	14,820.00
Subtask 5.2: 60 Percent Design (PS&E)	4.00		60.00	40.00	60.00	24.00	8.00												30,740.00			0.00	30,740.00
Subtask 5.3: 90 Percent Design (PS&E)	4.00		60.00	40.00	40.00	24.00	4.00												24,560.00			0.00	24,560.00
Subtask 5.4: Final Design (PS&E)	4.00		24.00	8.00	24.00	12.00	4.00												10,740.00			0.00	10,740.00
Subtask 5.5: QA/QC	16.00	12.00	16.00																7,840.00			0.00	7,840.00
TASK 6: GEOTECHNICAL ENGINEERING																			1,040.00			16,350.00	17,390.00
Subtask 6.1: Final Geotech Report	2.00		4.00																1,040.00	16,350.00		16,350.00	17,390.00
TASK 7: PUBLIC OUTREACH																			2,640.00			0.00	2,640.00
Task 7.1: Stakeholder and Public Outreach			16.00																2,640.00			0.00	2,640.00
TASK 8: RIGHT-OF-WAY																			660.00			10,047.75	10,707.75
Subtask 8.1: Right-Of-Way Acquisition			4.00																660.00		10,047.75	10,047.75	10,707.75
TASK 9: CONSTRUCTION MANAGEMENT																			2,960.00			0.00	2,960.00
Subtask 9.1: Bid Support			4.00	8.00	8.00	2.00													2,960.00			0.00	2,960.00
TOTAL HOURS	30.00	12.00	312.00	117.00	170.00	78.00	44.00	0.00	4.00	16.00	4.00	10.00	6.00	0.00	8.00							0.00	
HOURLY RATES	330.00	180.00	165.00	140.00	115.00	130.00	145.00	105.00	170.00	140.00	105.00	225.00	85.00	100.00	145.00								
TOTAL DOLLARS	9,900.00	2,160.00	51,480.00	15,680.00	19,550.00	10,140.00	6,380.00	0.00	680.00	2,240.00	420.00	2,250.00	510.00	0.00	1,160.00	300.00		107,630.00	16,350.00	10,047.75	26,397.75	134,027.75	