



**CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 3**

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 _____, 2022, 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, for an amount not to exceed **\$198,677.50**.
 - 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 December 31, 2022
 - b. Unchanged from Original/Previous Contract date of December 31, 2022

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: \$178,282.75
 - b. Amendment No. 3: \$198,677.50
 - c. **Total: \$376,960.25**
 - d. Consultant billing rates:
 - Modification to Consultant Billing Rates per **Exhibit "B"** 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:

PBS ENGINEERING AND ENVIRONMENTAL:
Authorized Representative

By: _____

DocuSigned by:

By: _____
7AF035FA7AE64B5...

Print Name: _____

Cory M. Kratovil
Print Name: _____

Title: _____

Project Manager
Title: _____

3/24/2022
Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

AMENDMENT 3 - EXHIBIT "A"

CITY OF CAMAS, WASHINGTON

Construction Management Services

Exhibit "A"

Ostenson Canyon Stormwater and Roadway Repair – Amendment 3 City Project # D1005

INTRODUCTION

The City of Camas (City) has asked PBS to perform construction management support for the **Ostenson Canyon Stormwater and Roadway Repair** Project. The project is currently in the Final Design phase and is expected to start construction in Spring 2022. PBS is proposing the scope items below to accommodate this work.

In general, the construction engineering phase will involve, but not be limited to, the following key components and deliverables:

- 1) Preparation and submittal of monthly invoices to City for services performed
- 2) Construction management and administration
- 3) Attendance at preconstruction conference
- 4) Preparation of Record of Materials (ROM)
- 5) Review of material submittals
- 6) Tracking of weekly statements of working days
- 7) Prepare and review of contractor monthly pay estimates and submittal to City
- 8) Review of contractor proposals for alternate "or equal" materials
- 9) Lead and attend weekly on-site construction meetings preparing agendas as needed.
- 10) Construction engineering support
- 11) Construction Inspection
- 12) Preparation and submittal of construction record drawings after construction
- 13) Preparation of draft project closeout paperwork

Contract amendment #3 will cover out of scope work that occurred under Task 5 for design engineering. These are additional tasks that were not included in the original contract.

The project team currently includes:

- PBS – Civil and structural engineering, environmental and public involvement services
- GRI – Geotechnical engineering

Work under this contract is expected to last about 5 months.

ASSUMPTIONS

The following assumptions are specific to the work involved with construction management and inspection:

- 1) Construction duration is assumed to be 3 months. The completion date is assumed to be July 29, 2022.
- 2) The City will be responsible for bid opening, award, and contract execution for the proposed project.
- 3) As an extension of City staff, PBS will provide final approval of construction related paperwork items. City staff will have approval authority on changes that alter the scope, schedule, or budget on the construction project. The PBS Construction Manager will be responsible for distribution of paperwork items to the Contractor, City staff, and PBS' Construction Inspector.
- 4) The City staff, with assistance from the PBS Construction Manager, will be responsible for any negotiations or management of disputes with the Contractor, utility companies, or private property owners.
- 5) PBS will maintain documentation as items are reviewed and approved.
- 6) In this scope, "PBS" is used to represent PBS' Construction Manager, Project Assistant, Project Inspector, and subconsultants unless otherwise indicated in the task description.

SCOPE OF WORK

Task 5: Design Engineering

Following includes out of scope items performed as part of the preliminary and final design effort:

- Soldier Pile Wall was selected, Project team will move forward with 10-15% design with remainder of budget – Complete
- Additional stormwater alternative analysis
- Sidewalk extension evaluation
- Presentation for City Council
- Winterizing plan
- City requested the energy dissipater to be anchored to the wall

Total amount of out-of-scope work performed under Task 5 is \$6,457.50.

Task 9: Project Management and Coordination

Subtask 9.1: Contract Administration, Invoicing, and Progress Reports

PBS will perform project management services to include the following:

- 1) 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, total cost for labor and expenses for the billing period, and a total amount summarizing labor and expenses. No additional markup will be included in the billing by PBS. Assumes project set-up and 5 monthly invoices.
- 2) Prepare an Invoice Summary Report to accompany the monthly invoices. The Invoice Summary Report will list the total amount billed to date, total amount remaining under contract, and contract expiration date for each contract task.
- 3) Maintain contract-required documentation. Provide copies of project files and records to the City for audits and public information requests. Final documents shall be provided in paper format unless

the entire life cycle of the documents was completed in electronic format. Copies will be provided to the City on a weekly basis through a project Sharepoint site or paper copies as requested.

Deliverables

- 1) Monthly invoices, and Invoice Summary Reports
- 2) Project documentation

Subtask 9.2: Preconstruction and Kickoff Meetings

- 1) An initial kickoff/coordination meeting will be conducted with PBS' project team and City staff to establish procedures/protocols and communication requirements for the project. This meeting should occur prior to bid opening.
- 2) PBS will assist City staff with the bid opening, award and execution of the construction contract.
- 3) PBS will assist the City with coordination of the preconstruction conference. PBS will schedule the conference, invite attendees, produce an agenda, and take meeting notes.
- 4) Pre-bid meeting, if required.

Assumptions:

- 1) Coordination and pre-construction meetings will be attended by the PBS construction services manager, design engineer, office engineer and inspector.

Deliverables

- 1) Kickoff coordination meeting agenda and notes provided to the City.
- 2) Preconstruction conference meeting agenda and notes provided to the City and the prime Contractor.

Subtask 9.3: Utility Coordination

PBS will coordinate with the Contractor and the franchise utilities to facilitate relocation and/or protection of private utilities.

Assumptions:

- 1) Assume 2 site meetings with the contractor and the impacted utilities for coordination.

Deliverables

- 1) Copies of written communications with utilities.
- 2) Meeting minutes and follow up from utility coordination meetings.

Task 10: Construction Surveying and Staking

Subtask 10.1: Construction Staking

The Contractor will be responsible for construction staking. PBS will provide control points one time at the beginning of construction. PBS will also be available for to field check construction staking on as 'as requested' basis. An allowance of 2 days of 2-man crew time are included in the contract for budgeting purposes.

Assumptions:

- 1) PBS Construction Manager will verify with City prior to any survey checks performed by PBS staff.

Deliverables

- 2) Copies of staking sheets for the piles and storm structures
- 3) Copies of R/W and easement staking report

Subtask 10.2: Wall Monitoring

PBS will provide monitoring points at the beginning of construction for the adjacent structure at the corner of NW Ostenson Canyon Rd and NW 18th Loop. PBS will add additional points on top of the constructed wall and along the improvements once constructed.

Assumptions:

- 1) 8 hours of field work for the initial survey monitoring set-up.
- 2) PBS will monitor the area 6 times during construction.
- 3) PBS will monitor the area twice a month for 3 months at the completion of construction.

Deliverables

- 1) Copies of monitoring reports.

Task 11: Construction Management and Construction Engineering

Subtask 11.1: Manage Record of Materials (ROM)

PBS will prepare a Record of Materials (ROM) and maintain a documented record of material submittals. PBS will log in and track each approved submittal by the City. PBS duties will include the following:

- 1) PBS will develop the ROM with material acceptance criteria.
- 2) PBS will provide the City with a draft ROM for approval and update the ROM acceptance criteria as needed by the City during construction.
- 3) PBS will collect and organize the documentation to fill out the ROM.
- 4) PBS will create bid item packages to contain all the pertinent information for each major task and include material documentation and verification, testing results, and inspection reports.
- 5) PBS will receive, review, and maintain material submittals. Upon completion of review, PBS will provide approved submittals to the City of appropriate approval requirements for material submittals. PBS will transmit the approvals to the Contractor.

Assumptions:

- 1) The ROM will be based on the items in the current engineer's estimate. Assumes 14 bid item packages.
- 2) Assume 4-hours for each bid item package.
- 3) Assumes up to 28 material submittals covering materials as listed in the current engineer's estimate.
- 4) Assumes 2 hours per submittal.

Deliverables

- 1) Record of Materials (ROM)
- 2) Bid item packages with the back-up documentation organized for each item.

Subtask 11.2: On-Site Meetings

PBS will attend on-site project progress and utility coordination meetings. Other specific pre-work meetings may include the following (based on need during construction or Contractor request): traffic control/staging, construction surveying, HMA paving, and striping. PBS will issue meeting notes for each meeting attended. Generally, PBS' Construction Manager or Project Assistant, PBS Inspector, and Contractor will be in

attendance. Progress meetings will be used to promote effective communication between the City, PBS, Contractor, and other project stakeholders.

Assumptions:

- 1) Assumes 12 on-site meetings of up to 2-hours each.
- 2) Assume 2-hour per meeting and agenda and notes

Deliverables

- 1) Construction meeting notes provided to the City.

Subtask 11.3: Construction Administration and Engineering

PBS' Construction Manager will coordinate with the PBS Inspector and City staff throughout the duration of the project, keep a record of decisions made, review and recommend solutions to change order requests, and review progress and final progress estimates. PBS will review and track Contractor labor compliance documentation, including subcontracts, utilization reports, and subcontractor paid reports. PBS will review the following submittals, including but not limited to: traffic control plans, staging plans, erosion and pollution control plans, quality control plan, construction schedules, and others required by construction contract specifications. Approvals will be by the City Engineer.

PBS duties will include the following:

- 1) PBS will receive and review the SPCC Plan and provide the City with a recommendation of approval criteria.
- 2) PBS will review the Contractor's proposed Monthly Pay Estimate. PBS will provide a draft Monthly Pay Estimate to the City for review and approval. Assumed a total of three (3) monthly estimates plus the final estimate.
- 3) PBS will receive and review daily reports recording pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Minor Change Orders, or changed conditions, site visitors, daily activities, and decisions.
- 4) PBS will receive and review Contractor's Erosion Control Inspection reports. PBS will notify the City staff if any irregularities or concerns are identified.
- 5) PBS will receive, review, and determine the acceptability of schedules provided by the contractor. These may include the Progress Schedule, Schedule of Submittals, and Schedule of Values.

Assumptions:

- 1) Assumes 1 review of each document
- 2) Assumes 4 hours to compile quantities and create the pay estimate
- 3) Assumes half of the documents will have to be returned to the Contractor for re-submittal.
- 4) Assume re-review for half of submitted documents

Deliverables

- 1) Copies of plans and reports provided by the Contractor with approval
- 2) Copies of Erosion Control Inspection Reports to the City
- 3) Draft of Monthly Pay Estimates for review and approval
- 4) Copies of Inspector's daily reports
- 5) Copies of written communications
- 6) Record of field decisions
- 7) Record of Contractor labor compliance, including subcontracts

- 8) Copies of Schedules provided by the Contractor

Subtask 11.4: Response to Questions and Change Orders

PBS will assist the City in response to requests for information (RFI) and response for clarifications (RFC) by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required, as a result of a change in conditions or a desired change by the City, PBS will prepare necessary change order documents and plan revisions for approval by City staff. PBS will provide the City with draft change order documents for review, approval, and issuance to the Contractor.

PBS' duties will include the following:

- 1) PBS will assist the City with addressing construction questions and Request for Information (RFI) from the Contractor.
- 2) PBS will assist the City with processing Request for Clarification (RFC) from the Contractor.
- 3) PBS will assist the City with preparing field directives and change orders and provide these to the City for approval and issuance to the Contractor.
- 4) PBS will prepare design changes associated with change orders (including exhibits) during the construction process.

Assumptions:

- 1) Address up to 5 RFI's
- 2) Process up to 5 RFC's
- 3) Prepare up to 5 field directives and 3 change orders
- 4) Prepare up to 2 design changes.

Exclusions: Approval of change order paperwork to Contractor.

Deliverables

- 1) Copies of RFIs to the City staff
- 2) Copies of RFCs to the City staff
- 3) Draft Change Orders to the City for approval and issuance to the Contractor
- 4) Plan sheets for design changes

Task 12: Construction Observation

Subtask 12.1: Site Visits

PBS' Construction Manager will perform site visits as necessitated by concerns or issues arising from construction, or when requested by the City.

Assumptions:

- 1) 5 site visits for the construction manager, 4 hours each.
- 2) 2 site visits for the design project manager, 4 hours each.

Deliverables

- 1) Copies of written communications
- 2) Copies of observation reports

Subtask 12.2: Material Testing

PBS will perform material testing with the Geotechnical staff.

Assumptions:

- 1) Assumes material testing as follows:
 - CSBC
 - Three grading, SE and fracture
 - Three compaction tests
 - HMA
 - One complete mix tests (graduation, oil content, rice density)
 - One aggregate only tests
 - Two compaction tests
 - Gravel backfill for pipe zone
 - Six compaction tests
 - Concrete
 - Two grading on coarse aggregate
 - Two grading on fine aggregate
 - Two sets cylinders and breaks

Deliverables:

- 1) Copies of test results and reports.

Subtask 12.3: Inspection Services

PBS shall provide on-site construction inspection services. The PBS' construction inspector will be the Engineer's agent for the project and will act as directed by, and under the supervision of the engineer. The inspector's oversight pertaining to the Contractor's work shall, in general, be with the engineer and Contractor, keeping the City staff advised as necessary. The inspector's interaction with subcontractors shall only be through, or with, the full knowledge and approval of the Contractor. The inspector shall communicate with City staff, with the knowledge of and under the direction of the engineer. For budgeting purposes, this assumes half-time inspection for 12 weeks during a total project time of 3 months. The inspector responsibilities will include the following:

- 1) Inspector will serve as the engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
- 2) Inspector will assist in obtaining additional details or information from the City staff when required for proper execution of the work.
- 3) Inspector will conduct on-site observation of the project to ensure work is completed in accordance with the Contract Documents and advise the City staff if any changed conditions are encountered.
- 4) Inspector will coordinate in advance of scheduled major inspections, or specialty inspections and verify that appropriate City staff personnel are present, and that adequate records are kept.
- 5) Inspector will prepare a daily inspector report recording pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
- 6) Inspector will immediately notify the City staff of any site accidents, emergencies, acts of God endangering the work, or damage to property.
- 7) Inspector will review the contractor's pay estimates to ensure work being paid for has been completed. Inspector will track and process materials-on-hand in accordance with the Contract Documents.

- 8) Inspector will track bid item quantities daily.
- 9) Inspector will represent the City when communicating with Camas citizens.
- 10) Landscape Architect will be on site to inspect the plant material, irrigation, planting procedures and plant establishment.

Assumptions:

- 1) Project inspector on site up to 4 hours per day for 12 weeks over a total project time of 3 months.
- 2) Landscape Architect on site up to 4 hours for 2 days.

Deliverables

- 1) Daily Inspection Reports.
- 2) Daily Tracking of Bid Item Quantities.
- 3) Project photos

Task 13: Geotechnical Construction Support - GRI

Subtask 13.1: Geotechnical Inspection

GRI will provide geotechnical inspection for the City and PBS during the construction stage of the project including:

- 1) Prepare up to four (4) monthly progress reports associated with Geotechnical Engineering CM Services.
- 2) Prepare for and attend a pre-construction meeting in Camas.
- 3) Review contractor material submittals for the soldier pile wall design elements as to compliance with the approved plans and specifications.
- 4) Provide up to 30 days of inspection for the pile installation, backfill and tieback installation and testing. Assume 11-hour days.
- 5) Visit site as requested from the City and/or PBS to review construction progress, answer questions, and help resolve in-field design decisions. GRI assumes up to ten (10) site visits outside of the wall work.

The scope of construction engineering is limited to the hours shown in the attached budget.

Assumptions:

- 1) Assumes project inspector on site up to 11 hours per day for 30 days during the soldier pile wall installation.

Deliverables:

- 1) *Daily Inspection Reports*
- 2) *Material and Compaction test reports*
- 3) *Final Summary Letter*

Task 14: Project Closeout and As-Builts

Subtask 14.1: As-Builts

The Final Plans will be revised to conform to construction record drawings from information supplied by the Contractor, and as reviewed by the PBS inspector.

PBS' duties will include the following:

- 1) PBS will review Construction Record Drawings provided by the Contractor.
- 2) PBS will as-built survey the Soldier pile wall and install targets for any additional monitoring in the future.
- 3) PBS will submit draft As-Built Drawings for City review
- 4) PBS will revise the As-Built drawings based on City comments and submit final As-Built drawings for approval.

Deliverables

- 1) Reviewed Construction Record Drawings.

Subtask 14.2: Closeout Documentation

PBS will compile project closeout documentation and coordinate with the Contractor and the City to obtain the required documents. PBS will assemble project documentation and deliver to the City at project completion.

- 1) PBS's Construction Manager, Inspector and the City staff will perform final inspections and will create a list of punch list items. PBS's Construction Manager and the City staff will establish dates of substantial, physical, and contract completion.
- 2) PBS will prepare draft letters of substantial, physical, and contract completion for review, approval, and issuance by the City.
- 3) PBS will assemble construction documentation in binders for delivery to the City.
- 4) PBS will represent City staff in WSDOT/HLP file and project reviews and audits.

Deliverables

- 1) Draft letters of substantial, physical, and contract completion for approval and issuance by the City
- 2) Hard copy of construction documentation and electronic files on CD

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

**Exhibit B
Ostenson Canyon Stormwater and Roadway Repair - CM Budget
Amendment #3**

City of Camas, Washington
Friday, March 11, 2022

PBS

Task and Description	ENG MGR VII	ENG VI	ENG I	LA/PA V	Survey IV PLS	Survey II	Survey 2-Person Crew	Const IV	PRJ ADMIN II	Expense	PBS		SUBCONSULTANTS		SUB TOTAL	BUDGET AMOUNT
											TOTAL	GRI	Columbia West	TOTAL		
Task 5: Design Engineering											6,457.50				0.00	6,457.50
Task 5: Out of Scope Items											6,457.50				0.00	\$6,457.50
Task 9: Project Management and Coordination											3,890.00				0.00	3,890.00
Sub-Task 9.1: Contract Administration, Invoicing, and Progress Reports	5.00								5.00		1,450.00				0.00	\$1,450.00
Sub-Task 9.2: Preconstruction and Kickoff Meetings	4.00							4.00			1,300.00				0.00	\$1,300.00
Sub-Task 9.3: Utility Coordination	6.00										1,140.00				0.00	\$1,140.00
Task 10: Construction Survey and Staking											20,520.00				0.00	20,520.00
Sub-Task 10.1: Construction Staking					8.00	12.00	20.00				60.00				0.00	\$6,580.00
Sub-Task 10.2: Wall Monitoring					30.00		48.00				200.00				0.00	\$13,940.00
Task 11: Construction Management and Engineering											51,310.00				0.00	51,310.00
Sub-Task 11.1: Manage Record of Materials (ROM)	60.00			8.00					80.00		20,520.00				0.00	\$20,520.00
Sub-Task 11.2: On-Site Meetings	8.00	4.00								50.00	2,270.00				0.00	\$2,270.00
Sub-Task 11.3: Construction Administration and Engineering	40.00								60.00		13,600.00				0.00	\$13,600.00
Sub-Task 11.4: Response to Questions and Change Orders	40.00	8.00	16.00						40.00		14,920.00				0.00	\$14,920.00
Task 12: Construction Observation											32,180.00				10,000.00	42,180.00
Sub-Task 12.1: Site Visits	20.00	8.00								50.00	5,250.00					\$5,250.00
Sub-Task 12.2: Material Testing	6.00								4.00		1,540.00		10,000.00	10,000.00		\$11,540.00
Sub-Task 12.3: Inspection Services				6.00				180.00		250.00	25,390.00				0.00	\$25,390.00
Task 13: Geotechnical Support											1,140.00				64,000.00	65,140.00
Sub-Task 13.1: Geotechnical Support	6.00										1,140.00	64,000.00		64,000.00		\$65,140.00
Task 14: Project Closeout and As-Builts											9,180.00				0.00	9,180.00
Sub-Task 14.1: As-Builts	6.00		24.00					8.00			5,100.00				0.00	\$5,100.00
Sub-Task 14.2: Closeout Documentation	8.00			4.00					20.00		4,080.00				0.00	\$4,080.00
TOTAL HOURS	209.00	20.00	40.00	18.00	38.00	12.00	68.00	192.00	209.00							
HOURLY RATES	190.00	175.00	120.00	140.00	130.00	115.00	205.00	135.00	100.00							
TOTAL DOLLARS	39,710.00	3,500.00	4,800.00	2,520.00	4,940.00	1,380.00	13,940.00	25,920.00	20,900.00	610.00	124,677.50	64,000.00	10,000.00	74,000.00		198,677.50