



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 3

616 NE 4th Avenue
Camas, WA 98607

Project No. S-587

NW BRADY ROAD IMPROVEMENTS – NW 16th to NW PAC RIM BLVD

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the ___ day of ___, 20___, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and PBS Engineering (fka HDJ), 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 December 17, 2014, 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. [X] Extended to June 30, 2021
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: \$ 1,549,305.28
b. Amendment No. 3 : \$ 25,820.00
c. Total: \$ 1,575,125.28
d. Consultant billing rates:
[] Modification to Consultant Billing Rates per Exhibit "C" attached herein
[X] Unchanged from Supplement 2

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: _____

**SUPPLEMENT 3
EXHIBIT "A"
AMENDED SCOPE OF SERVICES**

Construction Administration Services

**NW Brady Road Improvements
City of Camas, Washington
City Project: S-587**

GENERAL DESCRIPTION

PBS has provided the City of Camas (City) with additional construction management support for the **NW Brady Road Improvements** Project. Professional Landscape Architect (PLA) and Traffic Signal Phasing services during construction were not included in the original Construction Management Supplement 2. The Covid-19 outbreak also happened during construction and required additional work to address.

The additional services requested include:

- 1) Attendance at an on-site meeting for Kate's Cove landscaping changes
- 2) Construction engineering support for the Signal phasing modifications and control panel wiring changes as required by Clark County Traffic Signal Department.**
- 3) Preparation of revised traffic signal system as-built drawings as requested by Clark County Traffic Signal Department.**
- 4) Construction engineering support for the Landscape changes at the North Pond and Kate's Cove
- 5) PLA field inspections for plantings, irrigation, and imported mulch and top soil materials
- 6) Additional cost associated with Covid-19

** The City of Camas and Clark County are in the process of negotiating an agreement wherein Clark County Traffic Signal operations staff will provide on-going maintenance and start-up services for city traffic signals.

ASSUMPTIONS

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

- 1) Construction closeout will be completed the first half of 2021.
- 2) The City P.M., with assistance from the PBS Construction Manager, will be responsible for any negotiations or management of disputes with the Contractor, HOAs, utility companies, or private property owners.
- 3) PBS will maintain documentation as items are reviewed and approved.
- 4) In this scope, "PBS" is used to represent both PBS' Construction Manager, Project Assistant and Project Inspector, unless otherwise indicated in the task description.
- 5) Landscaping inspections and support related to the 2-year plant establishment period requirements will be handled with a separate agreement.

SCOPE OF WORK

Task 15: Construction Management and Engineering

Sub-Task 15.3: On-Site Meetings

Additional work associated with this task included PBS attending an on-site meeting related to issues involving the landscaping near the Kate's Cove development, at the request of Camas P.M. Working with PBS P.L.A., Camas P.M. worked with Kate's Cove HOA President to develop a satisfactory landscape plan to mitigate the removal of native brush and blackberries that provided some screening between homes and the new roadway and sidewalk.

Out of scope services included:

- 1) 2-hour meeting including travel with Construction Manager and Landscape Architect
- 2) Construction meeting notes provided to the City.

Additional Cost Associated with this task: \$570.00

Sub-Task 15.6: Response to Questions and Change Orders

Additional work associated with this task included PBS' Construction Manager coordinating with the PBS Traffic Engineers as needed to meet traffic signal programming, wiring standards, and as-built drawing requirements of Clark County. Additionally, Landscape design services were required to develop additional landscape and irrigation plans as necessary to mitigate removal of pre-existing vegetative screening near Thomas Estates, Fischer Estates, and Kate's Cove. Other construction management services included coordination of repairs to pre-existing HOA irrigation systems, private retaining walls, and extended discussions related to new driveway approaches.

PBS' duties will included or will include the following:

- 1) PBS assisted the City with addressing concerns related to the landscaping near Kate's Cove and the North detention storm pond.
- 2) PBS Traffic Engineers assisted the City in coordinating with Clark County Traffic Signal Department for commissioning and start-up of the traffic signal at NW 16th & Brady.
- 3) PBS provided on-site inspections and documentation preparation and review for change order items as directed by Camas P.M.
- 4) PBS prepared design changes associated with change orders (including exhibits) during the construction process.
- 5) PBS will prepare a final change order for the final pay estimate.

Exclusions: Approval of change order paperwork to Contractor.

Additional Cost Associated with this task: \$11,580.00

Task 16: Construction Observation

Sub-Task 16.4: Inspection Services

Additional work associated with this task includes PBS providing on-site construction inspection services for Landscaping activities. Landscape inspection included checking preparation for planting, plants, and maintenance of the plantings thru the initial acceptance of the work. The Landscape inspection also includes irrigation items.

- 1) PBS landscape inspector verified the initial condition of the plants to ensure compliance with plans and specifications.
- 2) PBS landscape inspector verified installation of root barrier, topsoil, mulch and compost.
- 3) PBS landscape inspector has monitored the condition of the plants until the initial acceptance of the plantings, and developed plans for corrective actions required by the landscape subcontractor to protect and improve the health of new plantings.
- 4) PBS landscape inspector was asked by Camas P.M. to investigate and develop a plan for eradication of invasive species discovered on the project during construction. has prepared a list of remedial actions to get plantings into compliance with the contract documents.

Additional Cost Associated with this task: \$7,450.00

Task 17: Project Closeout and As-Builts

Sub-Task 17.1: As-Builts

Additional work associated with this task includes providing signal plans revised to conform to construction record drawings from information supplied by the Contractor, and as reviewed by the PBS inspector.

PBS' duties have included or will include the following:

- 1) PBS has reviewed Construction Record Drawings provided by the Contractor for the signal work at Brady and 16th.
- 2) PBS will submit final comprehensive Signal As-built drawings to Camas that comply with Clark County requirements.

Additional Cost Associated with this task: \$720.00

COVID 19 Support

Additional work associated with this task included PBS providing the city support for activities related to the Covid-19 shutdown. PBS staff reviewed the contractor's safety plan, provided training for city and PBS staff, and coordinated with the Contractor.

PBS duties included the following:

- 1) PBS supported the City on developing a plan for safely continuing construction despite the Covid-19 outbreak.
- 2) PBS attended coordination meetings with the city to discuss requirements from the Washington State Department of Health and CDC.
- 3) PBS reviewed and provided comments to the Contractor's Covid-19 safety plan.
- 4) PBS monitored site activities for concurrence with approved Covid-19 safety plan.

Additional Cost Associated with this task: \$5,500.00

Supplement 3 Summary

The contract termination date shall remain as June 30, 2021

Contract Amendment Total Cost = \$25,820.00

Previous Contract Total = \$1,549,305.28

New Total = \$1,575,125.28

EXHIBIT B - AMENDED COSTS FOR SCOPE OF SERVICES

NW Brady Road Improvements

Task and Description	PBS Engineering and Environmental (Engineering/Management)									PBS
	<i>Eng Mngr VII</i>	<i>Principal Engineer</i>	<i>Eng VI</i>	<i>Eng IV</i>	<i>Const IV Insp</i>	<i>Cert. Ind. Hygienist II</i>	<i>Landscape/ Planning VI</i>	<i>Landscape/ Planning II</i>	<i>Expense</i>	TOTAL
	Task 15: Construction Management and Engineering									
Sub-Task 15.3: On-Site Meetings	2.00							2.00	30.00	570.00
Sub-Task 15.6: Response to Questions and Change Orders	16.00		18.00	20.00			20.00			11,580.00
Task 16: Construction Observation										\$7,450.00
Sub-Task 16.4: Inspection Services							28.00	28.00	450.00	7,450.00
Task 17: Project Closeout and As-Builts										\$720.00
Sub-Task 17.1: As-Builts			1.00	4.00						720.00
COVID 19 Support										\$5,500.00
COVID 19 Support	15.00				9.00	11.00				5,500.00
TOTAL HOURS	33.00	0.00	19.00	24.00	9.00	11.00	48.00	30.00		
HOURLY RATES	175.00	220.00	160.00	140.00	130.00	155.00	155.00	95.00		
TOTAL DOLLARS	\$ 5,775.00	\$ -	\$ 3,040.00	\$ 3,360.00	\$ 1,170.00	\$ 1,705.00	\$ 7,440.00	\$ 2,850.00	\$ 480.00	\$25,820.00