



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

**616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607**

**Project No. P1007**

**CROWN PARK – ALL-PARK IMPROVEMENTS**

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the 28 day of March, 2023, 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 February 22, 2022, 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, for an amount not-to-exceed \$383,657.11.

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 December 31, 2024
  - b.  Unchanged from Original/Previous Contract date of March 31, 2023

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 “C”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
  - a. Previous not to exceed fee: \$112,503.46
  - b. Amendment No. 3 \$383,657.11
  - c. **Total: \$496,160.57**
  - 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:

GREENWORKS, PC:

**Authorized Representative**

By: \_\_\_\_\_

DocuSigned by:  
  
 By: \_\_\_\_\_  
29A38F0471E246C...

Print Name: \_\_\_\_\_

Print Name: Ben Johnson

Title: \_\_\_\_\_

Title: Associate Principal

Date: 4/3/2023

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



## EXHIBIT A: SCOPE OF WORK

March 22, 2023

Trang Lam  
Parks and Recreation Director  
City of Camas

Re: **Crown Park – All Park Improvements**  
Landscape Architectural Services Proposal

Dear Trang,

Thank you for the opportunity to continue working with the City of Camas. This project includes construction documentation for all the elements in the 2018 Crown Park Master Plan. We have put the following proposal together based on our knowledge of the project and conversations with you and Steve Wall, the City Public Works Director. The following is the consultant team assembled to perform the work:

### **GreenWorks Consultant Team:**

**GreenWorks (GW):** Prime Consultant and Landscape Architecture

**Wallis Engineering (WE):** Civil Engineering

**Water Technology, Inc. (WTI):** Water Feature Consultant

**R&W Engineering (R&W):** Electrical and Lighting Design

**Morgan Holen and Associates (MH):** Arborist

**DCW Cost Management:** Third Party Cost Estimating

We make the following proposal for your consideration and acceptance:

## **PROPOSED SCOPE OF SERVICES**

### **TASK 1 CONSTRUCTION DOCUMENTS**

#### **1.1 60, 90 and 100% Construction Documents**

Based on feedback from the City, the Design Team will prepare 60, 90 and 100% Construction Documents for the entire park.. Each phase of documentation will include a QA/QC review process to check for accuracy and coordination between disciplines. The 100% Set will be used for development permits. Drawings will be prepared in AutoCAD and provided as PDFs for City review. Plans included in the Construction Documents and listed below.

**1.2 Stormwater Report**

The team's Civil Engineer, Wallis Engineering, will prepare a stormwater design and report based on the infiltration rates, proposed design, and City requirements. The Stormwater Report will be generated at the 60% level and updated at 90% and 100% for permitting.

**1.3 Cost Estimate**

Update cost estimate based on changes and detail added at the 60, 90 and 100% CD level.

**1.4 Design Team Meetings (3)**

Meet virtually with the Design Team for approximately one hour to review design direction and coordinate deliverables.

**1.5 Client Meetings (3)**

Meet virtually with the City Staff three times for approximately one hour each meeting during the process to review plan comments

**1.6 Client Check-in Meetings (8)**

Meet virtually with the City Staff up to eight times during construction documentation.

**1.7 Project Coordination**

This task includes general project coordination time for phone calls, emails, and project management throughout the duration of Task #1.

*Task 1 Deliverables: 60, 90, and 100% Construction Documents, Cost Estimate and Stormwater Report*

*Construction Documents to Include: Cover Sheet, Existing Conditions Plan, Erosion Control Plan and Details, Demolition/Tree Protection Plan, Site Plan, Layout Plan Enlargements (5), Grading Plan, Civil Utilities Plan and Details, Electrical Plan and Details, Site Details, Water Feature Piping Nozzles and Control Plans and Details, Water Feature Details, Playground Details, Technical Specifications; Plans, Details, and Specification for a recirculating system of the Water feature.*

**TASK 2 PERMITTING AND BIDDING ASSISTANCE****2.1 Permit Drawing Assistance**

Deliver electronic plans for Plan Review and prepare Building Permit Applications. This proposal assumes the 100% CDs shall be used for Permitting. Permitting includes Erosion Control, Building, Stormwater, and Department of Health (water feature). Plumbing and Traffic Control Permits will be deferred submittals by the contractor.

**2.2 Bid Set**

Update 100% CDs for bidding based on City Comments during permitting. The Design Team shall provide plans and technical specifications for bidding, the City shall provide the front end (Division 0 and Division 1) specifications for the Bid Documents.

**2.3 Pre-Bid Meeting**

Attend pre-bid meeting and answer questions as needed.

**2.4 Bid Clarifications**

Answer question from bidders and provide clarification drawings and addenda as needed during the bidding process.

*Task 2 Deliverables: 100% CDs and Stormwater Report, Permit Applications for Development Permits (Building, Stormwater, Erosion Control, Department of Health), Building Permit Applications, Bid Set of Plans and Technical Specifications*

**CONTINGENCY TASK 3: SERVICES DURING CONSTRUCTION****3.1 Construction Observation**

Participate in site visits with the contractor to generally review the progress of construction and to visually inspect the work completed is consistent with the intent of the contract documents within our scope of work. This proposal assumes the following number of visits per team member:

GreenWorks: 12

Wallis Engineering: 5

R&W Engineering: 3

WTI: 2

**3.2 Requests for Information (RFI)**

Review and respond up to 10 project RFIs from contractor.

**3.3 Submittal Review and Response**

Review all contractor submittal and shop drawings and provide responses.

**3.4 Change Order and Pay Apps**

Assist in reviewing contractor change order and monthly pay applications.

**3.5 Punch List**

Participate in one final punch list walk-through to document items that are not complete per the drawings and specifications. Prepare a list documenting those items.

**3.6 Record Drawings**

Prepare Record Drawings based on revisions during construction and contractor as-builts. Files will be submitted electronically.

*Task 3: RFI responses, Submittal and Shop Drawing responses, Construction Observation Reports, Punch List, Record Drawings (PDF format).*

**CONTINGENCY TASKS 4: BID ALTERNATES****4.1 Bid Alternates**

The design team shall document bid alternates on the plans and prepare a separate specification and proposal section proposal to outline bid alternates. It is assumed bid alternates will be deductive alternates and documented on a single plan sheet identifying the alternate and work included and excluded in the alternate. Each Alternates savings will be identified in the cost estimate.

*Task 4 Deliverables: One Plan Sheet outlining Bid Alternates, Alternates Specification Section. Civil and Electrical Plan notes and outline for Bid Alternates. Cost Sheet for Alternates.*

**CONTINGENCY TASKS 5: THIRD PARTY COST ESTIMATING****5.1 Third Party Cost Estimating**

If desired, DCW will prepare third party cost estimates for the 60 and 90% CDs.

*Task5 Deliverables: 60 and 90% Cost Estimates*

**Assumptions**

1. The Design is based on the 30% design prepared by the GreenWorks and subconsultants.
2. The Base fee assumes the splash pad will be a recirculating system.
3. No detailed traffic control plans are required for work in the Right of Way.
4. We assume the contractor will attain traffic control plans and permits and plumbing permits.
5. Permitting assistance is based on hours, if time surpasses the allotted time, the design team may require additional services.
6. Code development research will help inform the basis of work, but it is not a guarantee that the reviewing agency or agencies will interpret the development requirements with the same outcome.
7. Structural engineering necessary for design of walls, trellises, fences, and other landscape features is not included in this scope of work. All structures are assumed to be prefabricated and any stamped structural plans and calculations will be prepared by the fabricator.
8. Signage and wayfinding design are not included in this scope of work but could be added for additional services and fees.
9. GreenWorks, P.C. and it's team of subconsultants shall render their services as expeditiously as is consistent with professional skill and care.

**TERMS OF AGREEMENT**

**Fee Schedule**

Professional fees for the scope of work are as follows:

|   |                  |
|---|------------------|
| <b>Task 1 Construction Documents</b> .....            | \$267,711        |
| <b>Task 2 Permitting and Bidding Assistance</b> ..... | <u>\$ 39,037</u> |
| <b>TOTAL BASE FEE</b> .....                           | <b>\$306,748</b> |

This total base fee of **\$306,909** will be billed monthly on a time and materials (T&M) basis, not to exceed the total fee stated above, and includes reimbursable expenses.

|  |                  |
|--|------------------|
| <b>Contingency Tasks:</b>  |                  |
| <b>Task 3 Construction Administration</b> .....  | \$ 57,702        |
| <b>Task 4 Bid Alternates</b> .....   | \$ 6,287         |
| <b>Task 5 Independent Cost Estimating</b> .....  | <u>\$ 12,920</u> |
| <b>TOTAL CONTINGENCY FEE</b> .....   | <b>\$ 76,909</b> |
| If accepted, this total contingency fee of <b>\$76,909</b> will be added to the base fee and billed on a time and materials (T&M) basis, not to exceed the total fee stated above, and includes reimbursable expenses. |                  |

**Hourly Rates**

This proposal is based upon the hourly rates for the current calendar. 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

## Crown Park – All Park Improvements

City of Camas

into subsequent calendar years, we reserve the right to revise and update our fees. See Exhibit C for Hourly Rates and Exhibit B for Task and Fee Schedule.

### Reimbursable Expenses

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

### 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 you before performing additional services. We will notify Client before performing any additional work.

### Plan Processing

GreenWorks, P.C. will not be responsible for submittals to City or County agencies. GreenWorks, P.C. will cooperate with the person responsible for obtaining required permits.

### 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, 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,



**Ben Johnson, PLA, ASLA**

Associate Principal

GreenWorks, P.C.

503-222-5612 | [benj@greenworkspc.com](mailto:benj@greenworkspc.com)



**EXHIBIT "B"**  
**BILLING RATES**

**EXHIBIT B - HOURLY BILLING RATES**

| <b>2023 Private Rates<br/>GreenWorks PC</b> |                 |
|---|-----------------|
| <b>PRINCIPAL /TECHNICAL DIRECTOR</b>        | <b>\$198.00</b> |
| <b>ASSOCIATE PRINCIPAL / PM</b>             | <b>\$165.00</b> |
| <b>LANDSCAPE ARCHITECT IV</b>               | <b>\$170.50</b> |
| <b>LANDSCAPE ARCHITECT III</b>              | <b>\$154.00</b> |
| <b>SENIOR PROJECT MANAGER/LA III</b>        | <b>\$143.00</b> |
| <b>LANDSCAPE ARCHITECT II</b>               | <b>\$132.00</b> |
| <b>LANDSCAPE DESIGNER III</b>               | <b>\$126.50</b> |
| <b>LANDSCAPE DESIGNER II</b>                | <b>\$104.50</b> |
| <b>LANDSCAPE DESIGNER I</b>                 | <b>\$93.50</b>  |
| <b>PROJECT ASSISTANT</b>                    | <b>\$88.00</b>  |
| <b>PROJECT ASSISTANT II</b>                 | <b>\$104.50</b> |
| <b>PROJECT ASSISTANT III</b>                | <b>\$150.00</b> |



## RATE SCHEDULE

Rate Schedule good through December 31, 2023

| <u>Title</u>               | <u>Range</u> |          |
|----------------------------|--------------|----------|
| Associate Engineer         | \$157.47     | \$157.47 |
| Senior Engineer            | \$214.25     | \$214.25 |
| Engineering Manager I - VI | \$184.25     | \$211.03 |
| Project Engineer I - IX    | \$127.48     | \$178.89 |
| Staff Engineer I - IV      | \$106.05     | \$125.33 |
| Engineering Intern I - III | \$65.34      | \$72.84  |
| Designer                   | \$124.26     | \$149.97 |
| Construction Manager       | \$139.26     | \$139.26 |
| Inspector I - II           | \$97.48      | \$114.62 |
| Technician I-IV            | \$85.70      | \$126.40 |
| Administrative I – VI      | \$51.42      | \$115.69 |

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.



### 2023 HOURLY BILLING RATES

|                            |                                 |
|----------------------------|---------------------------------|
| PRINCIPAL _____            | \$220.00/hr                     |
| PROJECT MANAGER _____      | \$195.00/hr                     |
| SENIOR ENGINEER II _____   | \$180.00/hr                     |
| SENIOR ENGINEER I _____    | \$145.00/hr                     |
| ENGINEER _____             | \$132.00/hr                     |
| SENIOR TECHNICIAN II _____ | \$140.00/hr                     |
| SENIOR TECHNICIAN I _____  | \$115.00/hr                     |
| TECHNICIAN/DESIGNER _____  | \$100.00/hr                     |
| PROJECT SUPPORT _____      | \$85.00/hr                      |
| CLERICAL _____             | \$57.00/hr                      |
| MILEAGE _____              | IRS ALLOWABLE EXPENSES PLUS 10% |
| OTHER EXPENSES _____       | COST PLUS 10%                   |

Expires: December 31, 2023

# WTI Professional Hourly Rates

March 23, 2023

Water Technology, Inc. (WT) hourly billing rates are provided below in USD and are valid for a period of twelve months.

|                          |          |
|--------------------------|----------|
| Principal/Director       | \$250.00 |
| Project Manager/Engineer | \$185.00 |
| Creative Studio          | \$160.00 |
| Project Design           | \$145.00 |
| Mechanical Design        | \$170.00 |
| Technical Design         | \$105.00 |
| Administrative           | \$75.00  |



2023 Hourly Rates

Morgan Holen and Associates

Morgan Holen, Consulting Arborist: \$165/hr

**EXHIBIT "C"**  
**COSTS FOR AMENDED SCOPE OF SERVICES**

