

# CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT Amendment No. 3

616 NE 4th Avenue Camas, WA 98607

Project No. S1036

# Lacamas Meadows Force Main Replacement

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Consor North America, Inc.** 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 9, 2024, 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. <u>Scope of Services</u>. 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 **\$57,124**.
  - a. Unchanged from Original/Previous Contract
- 2. <u>Time for Performance</u>. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
  - a. Extended to XXX, 20XX.
  - b. 🛛 Unchanged from Original/Previous Contract date of December 31, 2025.

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. <u>Payment</u>. 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: \$140,614
  - b. Amendment No. 3 \$57,124
  - c. Total: \$<u>197,738</u>
  - d. Consultant billing rates:

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

Unchanged from Original/Previous Contract

4. <u>Counterparts</u>. 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:		CONSOR NORTH AMERICA, INC.: Authorized Representative
By:		By: Breat Gruber 
Print Name:		Brent Gruber Print Name:
Title:		
		6/17/2025 Date:

# EXHIBIT "A" AMENDED SCOPE OF SERVICES

# EXHIBIT A

# SCOPE OF WORK LACAMAS MEADOWS FORCE MAIN REPLACEMENT AND PUMP STATION ODOR CONTROL DESIGN UPDATES AND CONSTRUCTION SUPPORT CITY OF CAMAS

# **Project Understanding**

In February 2024, the City of Camas (Owner) executed a Professional Services Agreement with Consor North America, Inc. (Consultant) for Design and Bid Phase services supporting the Lacamas Meadows Force Main Replacement project. With bids opened in April and construction to begin in June 2026, the Owner requests the Consultant provide Construction Phase Services assistance for the project as outlined in this scope of work. This scope of work also includes supplemental revisions to the final Design and Bid Documents.

# Scope of Services

Consultant will perform the following services.

# Task 1 - Project Management

# Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

# Activities

# 1.1 Project Management & Administration

Perform general administration and project management throughout the project construction phase to provide successful completion of all tasks and elements of the project within the established scope, schedule, and budget.

# 1.2 Invoices / Status Reporting

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation.

Monthly status reports to accompany each invoice, including progress report with description of work completed. Reports will also include milestone updates, cumulative expenditures, budget remaining, and percent complete by task.

#### Assumptions

Project construction support is anticipated to be five (5) months; therefore, it is assumed that there will be up to five (5) progress payments/status reports.

#### Deliverables

- > Consultant shall deliver to the City a monthly invoice and status report covering:
  - Work on the project performed during the previous month.
  - Meetings attended.
  - Potential impacts to submittal dates, budget shortfalls or optional services.

# Task 2 – Final Design Updates

### 2.1 Final Design Updates

Preparation of the Final Design and Bid Documents included plan and specification revisions to reflect revisions to the box culvert crossing and overall pipe material and existing force main connection revisions.

# Task 3 – Construction Phase Services

# Objective

Provide engineering services during construction to assist the Owner's Representative with contract administration, submittal review, construction engineering, supplemental construction observation, and project closeout assistance. The intent is to ensure the Work is completed in accordance with the contract documents and satisfies permit requirements.

# Activities

## 3.1 Construction Contract Administration Support

Assist the Owner's Representative with construction administration duties. Anticipated activities include phone check-ins and/or email correspondence with Owner's Representative.

## 3.2 Pre-Construction Meeting

Review pre-construction conference meeting agenda prepared by the City and attend meeting.

#### 3.3 Submittal Review

Receive, review, and log Contractor submittals and shop drawings for the force main and pump station odor control improvements for conformance to the design requirements of the project. Provide draft review comments to Owner for substitute and "or-equal" items proposed for use by Contractor. Maintain submittal log and provide updates to the Owner and Contractor.

#### *3.4 Construction Engineering*

Respond to Contractor Requests for Information (RFIs) and issue necessary clarifications or interpretations of the contract documents. Review Contractor utility pothole data and prepare force main alignment revisions as required. Review and comment on contractor requests for change orders.

Consor • May 2025 • City of Camas Lacamas Meadows FM and PS Odor Control - Design Updates and Construction Support • 2 A:\\_V-W\Projects\WA\Camas\2023\W233512WA.00\1 Project Management\1-2 SOW\_Budgets\_Schedules\Amend 03\W233512WA Lacamas FM\_Amend 03\_Scope.docx

## 3.5 Supplemental Construction Observation

Consultant will provide targeted supplemental construction observation and prepare observation reports after each visit. Copies of the reports will be provided to the Owner. Site visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work, but limited to spot checking, selective sampling, and similar methods of general observation of the work. Consultant does not assume responsibility for the means and methods of construction selected by the Contractor nor for any failure to furnish and perform the work in accordance with the Contract Documents. Based on information obtained during such visits and observations, Consultant shall determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and keep the Owner informed of the progress of the work.

## 3.6 Final Inspection

Perform an inspection at substantial completion and prepare a punch list. Owner to coordinate completion of punch list items and certify project acceptance.

## 3.7 Record Drawings

Prepare and provide to the Owner record drawings representative of the "as constructed" work based on Contractor and Owner inspector redline drawings. Record drawings shall be provided to the Owner in digital format.

## Assumptions

- Budget for Subtask 3.1 assumes up to six (6) construction check-in Teams meetings not attended under Subtask 3.5 supplemental construction observation visits.
- Budget for Subtask 3.3 assumes up to fourteen (14) submittals and two (2) resubmittals (total of sixteen [16] submittals) will be reviewed.
- Budget for Subtask 3.4 assumes up to four (4) RFI responses and two (2) change order requests will be submitted.
- Budget for Subtask 3.5 assumes up to four (4) construction observation visits will be performed by the Consultant. The budget assumes six hours for each visit to account for travel time, on-site inspection, and reporting.
- ➤ Hours are estimated as an average over the contract duration. The actual time required to perform the tasks included depends on Contractor competency, changed conditions, Owner staff availability and/or permitting agency requirements. If it appears that additional time will be needed to continue services through project completion, the Owner will be notified immediately.

# Deliverables

- Monthly invoices and progress reports.
- Submittal review comments and maintain submittal log.
- ▶ Responses to Contractor RFIs and maintain RFI log.
- Construction observation reports.

- Substantial completion punch list.
- Record Drawings.

## **Owner-Provided Services**

- Owner will provide a qualified construction inspector and project manager to be the Owner's representatives and serve as the primary daily contact for the Contractor and the Consultant.
- Owner will provide primary observations for erosion control, traffic control, site cleanup and security, right of way permit compliance, and force main / pump station odor control utility construction, testing, and pavement restoration.
- Owner will coordinate all required construction meetings and prepare meeting agendas and summaries.
- Owner will monitor and address issues related to cost and/or schedule, tracking contract time, monthly review of construction progress relative to the schedule, preparation of all required change orders, review of monthly progress payments, and compliance with Contractor BOLI submittals.
- Coordinate and pay for all third party inspections as required.

# Budget

Consultant proposes to perform the Scope of Services on a time and expenses basis with a total not to exceed amount of \$57,124 (Attachment A) in accordance with the firm's current standard Schedule of Charges in effect at the time the work is performed (Attachment B).

# EXHIBIT "B" AMENDED COSTS FOR SCOPE OF SERVICES

#### ATTACHMENT A

#### LACAMAS MEADOWS FORCE MAIN REPLACEMENT AND PUMP STATION ODOR CONTROL - DESIGN UPDATES AND CONSTRUCTION SUPPORT CITY OF CAMAS PROPOSED FEE ESTIMATE

				LABOR CLASSIFIC	ATION (HOURS)										
										Subconsultants					
		Principal Engineer III	Professional Engineer VIII	Engineering Designer III	Technician III	Project Coordinator III	Administrative III	Hours	Labor	Industrial Systems	Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	Total
		\$300	\$252	\$195	\$174	\$170	\$134								
Staff Name		GruberJam	MilesAnd	MartinKyl	McFaddinNic	CutlipEri	MaliziaWil								
Task 1 - Project Management															
Task 1.1 - Project Management and Administration		4	8			4	4	20	\$ 4,432		1.1	1\$-	\$ -	\$ -	\$ 4,4
Task 1.2 - Invoices / Status Reporting		2	6					8	\$ 2,112		1.1	1 \$ -	\$ -	\$ -	\$ 2,1
	Task 1 Subtotal	6	14	0	0	4	4	28	\$ 6,544	\$-		\$ -	\$-	\$ -	\$ 6,5
Task 2 - Final Design Updates															
Task 2.1 - Final Design Updates		4	38					42	\$ 10,776	\$ 500	1.1	1 \$ 550	\$ -	\$ -	\$ 11,3
	Task 2 Subtotal	4	38	0	0	0	0	42	\$ 10,776	\$ 500		\$ 550	\$ -	\$-	\$ 11,3
Task 3 - Construction Phase Services															
Task 3.1 - Construction Contract Administration Support		2	8					10	\$ 2,616		1.1	1 \$ -	\$ -	\$ -	\$ 2,6
Task 3.2 - Pre-Construction Meeting		2	6					8	\$ 2,112		1.1		\$ 21	\$ -	\$ 2,1
Task 3.3 - Submittal Review		2	18	24				44	\$ 9,816			1 \$ 1,078		\$ -	\$ 10,8
Task 3.4 - Construction Engineering		2	24	8				34	\$ 8,058	. ,	1.1	1 \$ 1,100		\$ -	\$ 9,1
Task 3.5 - Supplemental Construction Observation			24					24	\$ 6,048		1.1	1 \$ 1,100	\$ 84	- \$ -	\$ 7,2
Task 3.6 - Final Inspection			8	4				12	\$ 2,796			1 \$ -	\$ -	\$ -	\$ 2,7
Task 3.7 - Record Drawings			2	8	8			18	\$ 3,456		1.1	1 \$ 825		\$ 144	\$ 4,4
	Task 3 Subtotal	8	90	44	8	0	0	150	\$ 34,902	\$ 3,730		\$ 4,103	\$ 105	\$ 144	\$ 39,2
TOTAL - ALL TASKS		18	142	44	8	4	4	220	\$ 52,222	\$ 4,230		\$ 4,653	\$ 105	\$ 144	\$ 57,1

# EXHIBIT "C" CONSULTANT BILLING RATES



# ATTACHMENT B

#### 2025 SCHEDULE OF CHARGES

#### Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2025 through December 31, 2025. After this period, the rates are subject to adjustment.

Billing Classifications	Rates	Billing Classifications	Rates
Principal Engineer VI	\$362	Construction Manager X	\$313
Principal Engineer V	\$338	Construction Manager IX	\$292
Principal Engineer IV	\$320	Construction Manager VIII	\$276
Principal Engineer III	\$300	Construction Manager VII	\$267
Principal Engineer II	\$284	Construction Manager VI	\$248
Principal Engineer I	\$271	Construction Manager V	\$228
Professional Engineer IX	\$265	Construction Manager IV	\$216
Engineering Designer IX	\$255	Construction Manager III	\$197
Professional Engineer VIII	\$252	Construction Manager II	\$182
Engineering Designer VIII	\$240	Construction Manager I	\$162
Professional Engineer VII	\$238	Construction Coordinator V	\$210
Engineering Designer VII	\$230	Construction Coordinator IV	\$190
Professional Engineer VI	\$227	Construction Coordinator III	\$177
Engineering Designer VI	\$218	Construction Coordinator II	\$158
Professional Engineer V	\$214	Construction Coordinator I	\$141
Engineering Designer V	\$205	Construction Admin Specialist IV	\$194
Professional Engineer IV	\$202	Construction Admin Specialist III	\$174
Engineering Designer IV	\$202	Construction Admin Specialist II	\$151
Professional Engineer III	\$195	Construction Admin Specialist I	\$128
Engineering Designer III	\$195	Inspector VII	\$228
Engineering Designer II	\$180	Inspector VI	\$210
Engineering Designer I	\$166	Inspector V	\$190
Principal III	\$366	Inspector IV	\$177
Principal II	\$320	Inspector III	\$158
Principal I	\$282	Inspector II	\$141
Project Manager IV	\$273	Inspector I	\$122
Project Manager III	\$260	Technician IV	\$194
Project Manager II	\$232	Technician III	\$174
Project Manager I	\$203	Technician II	\$151
Cost Estimator III	\$305	Technician I	\$128
Cost Estimator II	\$244	Project Coordinator IV	\$183
Cost Estimator I	\$183	Project Coordinator III	\$170
Quality Control Compliance Specialist	\$190	Project Coordinator II	\$152
		Project Coordinator I	\$134
		Administrative III	\$134
		Administrative II	\$124

#### Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Administrative I

#### **Outside Services:**

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

\$109