



**CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1**

616 NE 4th Avenue
Camas, WA 98607

Project No. FAC23008A

City Facilities HVAC, Electrical, and Plumbing Improvements

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the ____ day of _____, 202____, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Windsor Engineering 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 **December 18, 2023** 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 "A1"** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed **\$122,850**.

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, 2026.

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 "A1"**, Consultant proposes to be compensated on a time and material basis per **Exhibit "B1"** (Costs for Scope of Services) with a total estimated not to exceed fee of:

a. Previous not to exceed fee: \$598,900

b. Amendment No. 1: \$122,850

c. Total: \$721,750

d. Consultant billing rates:

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

☐ Unchanged from Original/Previous 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:

CONSULTANT:

Authorized Representative

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date: _____

**EXHIBIT “A1”
AMENDED SCOPE OF SERVICES**

AMENDMENT to
CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT
Project FAC23008 – Camas Facilities HVAC, Electrical, and Plumbing
Improvements

Introduction

A Professional Services Agreement (PSA) between the City of Camas and Windsor Engineers was developed and executed for Project No. FAC23008A. The date of contract execution was December 18, 2023.

The City of Camas selected Windsor Engineers to perform professional services in connection with the project designated as the City Facilities HVAC, Electrical, and Plumbing Improvements.

Construction documents for the Operations Center, Police Station were provided to the city for Plan review and bidding.

The Operations Center and Police Station projects were bid and awarded to Copper Mechanical, and construction has commenced.

Windsor Engineers has participated in the construction administration phase, which includes attending pre-construction meetings, reviewing project submittals, and preparing responses to RFIs.

During the project, the scope was revised to include the work specified in “Exhibit A1 Services Rendered Previously.” This scope was authorized through meeting minutes and email correspondence.

Windsor Engineers has provided a comprehensive description of services, including estimated hours for tasks associated with the City Hall Generator, Fire Station 42, Lacamas Lake Lodge, Police Station, and Operations Center. The scopes of work are detailed in “Exhibit A1: Scope of Services Required for the Completion of the Project.” This document outlines our understanding of the tasks required to complete the projects that the city has requested at this time.

Amended Project Designation

The Project Description remains the same as described in the Professional Services Agreement.

Amended Scope of Services

The December 2023 PSA included a Scope of Services as described in Exhibit “A”. by amendment new Scope of Services tasks are incorporated into the PSA as attached to this amendment as described as Exhibit “A1”.

Amended Time for Performance

The December PSA included a requirement to complete work no later than December 31st 2025 unless an extension of time is granted in writing. Given that construction will occur in 2025 and given that there will be some follow-up O&M, record drawing, and other closeout tasks, it is proposed, by amendment, that the Time for Performance be: *“Consultant shall perform all services and provide all work product required pursuant to this amended agreement by no later than December 31st, 2026”*. The Agreement terms in the Time for Performance paragraph related to written extensions and termination shall remain as written.

Amended Payment

The December 2023 PSA included a not-to-exceed amount of \$598,900. It is proposed that, by amendment, the not-to-exceed amount be increased by an amount of **\$122,850** to perform the tasks described in Exhibit A1 and as broken down in Exhibit B1. This increases the total not to exceed amount to **\$721,750**. Other payment terms from the original PSA remain unchanged.

The December 2023 PSA included Exhibit C, consultant billing rates. It is proposed, by amendment, Exhibit C billing rates be replaced with the attached Exhibit “C1” billing rates.

Other Terms and Conditions

Paragraphs 5-26 of the December 2023 PSA remain unchanged.

Attachments:

- Exhibit A1 – Scope of Services
- Exhibit B1 – Cost for Scope of Services
- Exhibit C1 – Consultant Billing Rates

EXHIBIT A1

SCOPE OF SERVICES

In addition to the existing Scope of Services as authorized by the December 2023 PSA, design, bid, construction support, and commissioning services are added by amendment with the scope as follows:

Services Rendered Previously:

The design services provided to date include Mechanical, Electrical, Plumbing, and Civil Engineering, as well as Architectural design, detailed as follows:

- City Hall Generator design and coordination, including the following design disciplines:
 - Architectural
 - Electrical
 - Structural
 - Civil
- Lacamas Lake House, kitchen hood renovation and make-up air unit, including the following design disciplines.
 - Mechanical
 - Electrical
 - Architectural
- City Hall Architectural design, including the following design scopes:
 - ADA review
 - Door Hardware selections and design.
 - Restroom upgrade study and design.
 - Trash Enclosure Study
- Fire Station 42
 - Architectural design study relating to vestibules for apparatus bays and entry doors to dorm.
- City Hall Water Connection
 - Plumbing/Civil
 - City Hall water main replacement detailing.
 - City Hall storm drainage issue detailing.
- Electrical design supporting City Hall transfer switch malfunction
- 30-day Metering for Electrical Load Calculations
 - Fire Station 42
 - City Hall
- Matterport Scanning
 - City Hall
 - Fire Station 41 – Bond Communication model development for Bryan Rachal

Scope of Services Required for the Completion of the Project:

The design services required to fulfill the scope of work requested by the city at this time are outlined as follows:

- City Hall Generator

The city has acquired a generator that was initially intended for installation during the renovation of the City Hall building. The city intends to solicit bids for the installation of the generator as a separate scope of work.

- Project Management and BIM Support
- Construction Document development
- Bid Support
- Construction Administration
- Commissioning

- Operations Center, Police Station, Fire Station 42, Lacamas Lake Lodge

The scope of work required for the completion of bid documents and construction services for the buildings listed above are as follows:

- Project Management and BIM Support
- Construction Document development (Fire Station 42, Lacamas Lake Lodge)
- Bid Support
- Construction Administration
- Commissioning

Subconsultants:

The following subconsultants have been officially authorized to support the scope of work specified above:

- Swerhone Architecture
- Elevate Building Commissioning
- Waypoint Engineering
- Jolma Design (Matterport Scanning)
- Prestige Electric (Electrical Metering)

**EXHIBIT “B1”
AMENDED COSTS FOR SCOPE OF SERVICES**

EXHIBIT B1
COSTS FOR SCOPE OF SERVICES

The budget breakdown schedule shown below is for reference. The actual costs per task may be more or less in each case but the not-to-exceed value of \$122,850 may not be exceeded without the execution of a mutually agreeable written amendment.

Task	Description	Labor	Expenses	Subs	Totals
1.0	Phase 1 (Operations Center, Police Station, Fire Station 42, Lacamas Lake Lodge)				
1.1	PM & BIM	\$3,000	-	-	\$3,000
1.2	Construction Documents (FS 42, LLL)	\$2,000	-	\$4,000	\$6,000
1.3	Bid Support	\$8,000	-	\$2,000	\$10,000
1.4	Construction Administration	\$18,600	-	\$4,000	\$22,600
1.5	Commissioning	-	-	\$46,750	\$46,750
Sub Total:					\$88,350
2.0	City Hall Generator:				
2.1	PM & BIM	\$1,500	-	-	\$1,500
2.2	Construction Documents	\$10,000	-	\$8,000	\$18,000
2.3	Bid Support	\$2,000	-	\$2,000	\$4,000
2.4	Construction Administration	\$3,000	-	\$3,000	\$6,000
2.5	Commissioning	-	-	\$5,000	\$5,000
Sub Total:					\$34,500
Total:					\$122,850

**EXHIBIT “C1”
CONSULTANT BILLING RATES**

EXHIBIT C1
CONSULTANT BILLING RATES

<u>Position</u>	<u>Rate</u>
Intern/Admin	\$ 95
Designer I	\$ 110
Engineer I / Designer II	\$ 125
Engineer II / Designer III	\$ 145
Engineer III / Designer IV	\$ 165
Engineer IV / Project Manager I	\$ 185
Engineer V / PM II / Practice Lead I	\$ 205
Engineer VI / PM III / Practice Lead II	\$ 225
Engineer VII / PM IV / Practice Lead III	\$ 245
Engineer VIII / PM V / Practice Lead IV	\$ 275