



Transportation Improvement Board
Consultant Supplemental Agreement

Agency City of Tenino

Project Number 2-W-977(003)-1

Project Name Old Highway 99 Overlay

Consulting Firm Gibbs & Olson, Inc.

Supplement Phase Supplement for Construction Phase Services

The Local Agency (City of Tenino) desires to supplement the agreement executed with Consultant (Gibbs & Olson, Inc.) on January 14, 2025

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

Section II, **SCOPE OF WORK**, is hereby amended to include the additional scope of work for construction phase services as presented in Attachment No. 1 – Construction Phase Scope of Work.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE December 31, 2025

Section V, **PAYMENT**, shall be amended as shown below.

MAXIMUM AMOUNT PAYABLE \$95,470.00

EXHIBIT A			
	Original Agreement	Supplement	Total
Direct Salary Cost	\$19,560.00	\$10,634.50	\$30,284.50
Overhead (including Salary Additives)	\$31,838.90	\$17,231.09	\$49,069.99
Fixed Fee	\$5,895.00	\$3,190.35	\$9,085.35
Reimbursables	\$4,086.10	\$2,944.06	\$7,030.16
Subconsultant Cost	\$0	\$0	\$0
Total	\$61,470.00	\$34,000.00	\$95,470.00

If you concur with this supplement and agree to the changes as stated above, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature <i>Richard A. ...</i>	Date June 10, 2025

**SUPPLEMENTAL AGREEMENT NO. 1
ATTACHMENT NO. 1
CONSTRUCTION PHASE SCOPE OF WORK**

SCOPE OF WORK

The Consultant's scope of work is amended to include construction phase services for the Old Highway 99 Overlay project as described below.

Construction Phase Engineering Services

During the project's construction phase, the Consultant shall within the limits of the construction phase budget in Exhibit B:

- 1) Consult with and advise the Agency and provide clarification of the intent of the design plans and specifications as requested.
- 2) The Consultant will provide construction staking control for use by the Contractor. A maximum of three 8-hour trips are budgeted for construction survey. Additional survey trips and/or time will be considered out of scope work and will be billed at the Consultant's standard rates on a time and materials basis.
- 3) Visits to Site and Observation of Construction. In connection with observations of the work of the Contractor while it is in progress:
 - a) The Consultant shall visit the site periodically to observe the prosecution of the work and determine if such work is proceeding in accordance with the Contract Documents within the limits of the construction phase budget. The Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
 - b) Provide the services of a Resident Project Representative (RPR) and any assistants to be the Consultant's agent or employee under the Consultant's supervision. 80 hours of RPR services are budgeted.
 - c) The purpose of Consultant's visits to and representation by the RPR (and assistants, if any) at the site will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Agency a greater degree of confidence that the Contractor's completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, Consultant shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

- b) Shop Drawings. The Consultant shall review and take appropriate action in respect of Shop Drawings, samples and other data, which the Contractor is required to submit for compliance with the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- c) Substitutes. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- d) Inspections and Tests. The Consultant shall receive and review all certificates of inspections, testing and approvals required by laws, regulations, ordinances, codes, orders or the Contract Documents but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract documents.
- e) Applications for Payment. Based on the Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules, the Consultant shall review Contractor pay requests and make recommendations to Agency regarding payment.
- f) Contractor's Completion Documents. The Consultant shall receive and review maintenance and operation instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by the Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Agency with written comments.
- g) Limitations of Responsibility. The Consultant shall not be responsible for the acts or omissions of the Contractor, or any of the Contractor's subcontractor or supplier, or any of their agents, employees or any other persons (except the Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained above, shall be construed to release the Consultant from liability for failure to properly perform duties and responsibilities assumed by the Consultant in the Contract Documents.