

**AMENDMENT NO. 1**  
**To**  
**AUTHORIZATION FOR ENGINEERING SERVICES NO. 2023-002**  
**AG PARK BUILDING IMPROVEMENTS**

This Amendment No. 1 modifies Authorization 2023-002 between Gibbs & Olson, Inc., Longview, Washington (Engineer) and the City of Tenino, Washington (Client) executed on November 1, 2023, for a project known as the Ag Park North Building Improvements Project. The following modifications are made to the Agreement. All other terms and conditions of the Agreement remain unchanged.

The Client has received state and federal funding to construct a commercial building on the northern portion of Lot 2 at the new Tenino Ag & Innovation Park. Construction of site infrastructure is currently occurring. The base shell structure for the new commercial building is also under construction. Once the base shell is complete, building and mechanical, electrical, plumbing, interior finishes and other related items to complete the building will commence with tentative building occupancy anticipated in April 2024.

To facilitate this schedule, the Client has requested the Engineer subcontract with Dragonwheel Investment Group (Subconsultant) to provide the bulk of required construction management services. The Engineer will provide limited construction management consisting of reviewing Contractor issued Requests for Information (RFIs), progress pay requests from the Contractor and any proposed change orders to the construction contract. The Subconsultant, due to their expertise in commercial building development, will have overall responsibility for providing regular and consistent construction management and administration services required to meet the objectives and timeline noted above.

**SCOPE OF WORK**

The Engineer's scope of work under this Authorization is modified as follows:

**CONSTRUCTION MANAGEMENT SERVICES**

Work under this task includes Construction Management Services for the project as follows:

***Task 1 - Project Management & Administration:***

The Engineer will consult with and advise the Client and act as the Client's representative as required by the Construction Contract Documents. As the Client's representative, all instructions to the General Contractor (GC) will be issued through Engineer who will have authority to act on behalf of the Client to the extent provided in the Contract Documents. Engineer shall prepare monthly narrative progress reports and submit them to the Client.

The Engineer will be responsible for creating the master schedule for work required to fully complete the building beyond the base shell stage of improvements. The master schedule will include delivery, milestones and critical path logic for all trades and vendors expected to perform work or provide materials/equipment/supplies for construction of the building.

Specific items include:

- a. Prepare initial critical path schedule in MS Project showing key milestones, tasks dependencies, durations, etc.
- b. Submit draft schedule to Client for review and comment.
- c. Finalize schedule for use as roadmap and timelines to execute the work for March 2024 completion.
- d. Once the GC is selected as noted under Task 2 – General Contractor Procurement Process, the Engineer will collaborate with the GC to address schedule items, updates, and workflow.
- e. Update schedule on monthly basis with input from GC. Identify any schedule impacts and corrective matters to maintain overall project completion date.

***Task 2 – General Contractor Procurement Process:***

The Engineer will perform the following under this task as part of soliciting and facilitating the formal Procurement and Bidding Process for both the Fire Suppression and Interior Building Finish Construction portions of the project. Each of these phases will have separate bid phases and construction contracts:

- a. Identify the list of trades and vendors that could be interested in bidding as a GC or subcontractor/supplier.
- b. Coordinating with the project architect and design consultants to verify final design and approvals.
- c. Preparing and assembling the bid package consisting of call for bids, instructions to bidders, bidding forms, construction agreement forms, general and supplementary conditions, technical specifications, prevailing wage rates, and any other applicable forms or documents.
- d. Prepare an opinion of probable construction costs to assist Client in assessing the amount of funding required for the project. This includes using budgetary cost information provided by equipment/material suppliers and applicable construction trade contractors.
- e. Assist Client in advertising for and soliciting construction bids.
- f. Review and respond to bidder questions, prepare, and distribute addenda if required.
- g. Attend bid opening and provide a review and bid summary of bids received to confirm all bid procedures were satisfied by the lowest, responsible, responsive bidder.

***Task 3 – Construction Management:***

The Engineer will provide construction management services and will provide an experienced Project Manager with expertise in commercial building construction to oversee the project, contracting, and delivery of the building under the four separate construction contracts the Client has or will execute. The Engineer's Subconsultant and lower-tier subconsultants with specific and relevant subject matter expertise will support the Engineer in completing the following under this task:

- a. Following execution of each construction contract, the Engineer will schedule and conduct a Pre-Construction Conference with the contractor, Client, utilities and other entities as appropriate. The Engineer will prepare and distribute meeting minutes, documenting the meeting discussions, to all attendees.
- b. Provide the Master Schedule to the GC and request comments, edits and additions based on each GC's delivery schedule, supply chain issues, etc. The Engineer will update the Master Schedule and will provide the updated schedule to all parties.
- c. Review and respond to all Requests for Information (RFI's) submitted by each GC.
- d. Review material submittals and shop drawings from each GC to ensure materials to be utilized in the project generally conform to the construction contract's technical specifications. Such review by the Engineer shall not extend to the GC's means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- e. Make a daily visit to the construction site to review the progress of construction, contractor means and methods, and overall compliance with contract plans and specifications.
- f. Coordinate with City of Tenino Building Official, Public Works, and other staff that will require various inspections and approvals.
- g. Coordinate with Puget Sound Energy (PSE) and other dry utility providers to confirm service connections and timing of service.
- h. Prepare and submit to the Client a bi-weekly Project Status Report. The report will list construction work completed during the reporting period, items to be completed in the next bi-weekly period and any items requiring resolution, the parties responsible for resolving such items and a required timeline for such resolution.
- i. Review each GC's monthly progress pay requests and will confirm work completed, materials on hand and related expenses requested to be paid in whole or in part are in general conformance with the construction contract requirements and the quantities to be paid for are appropriate. The Engineer will submit a recommendation for payment to the Client. By recommending such payment the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor(s) work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- j. Confirm each GC and all their lower tier subcontractors, suppliers and vendors provide certified payroll, intent to pay prevailing wages and comply with required and applicable state/federal funding processes.
- k. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- l. As the Client's representative, the Engineer will have the authority to require special inspections or testing of the work, and shall receive and review all certificates of inspections, tests 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.
- m. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Client and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. Engineer shall not be liable for the result of any such interpretations or decisions rendered in good faith and made in conformance with the Standard of Practice Clause in the Engineer's On-Call Agreement with the Client.

***Task 4 - Project Closeout:***

The Engineer will perform the following under this task:

- a. Advise each GC once substantial completion of the building construction is achieved.
- b. Request each GC to prepare a thorough and detailed "punch-list" of items to complete prior to building acceptance.
- c. Review punch-list prepared by each GC and provide daily inspections of the work progress to complete the remaining items identified.
- d. Coordinate with the Client to schedule and establish final building approvals so Certificate of Occupancy can be issued.
- e. Provide a final review and approval of punch-list items and any remaining contractual obligations required by each GC.
- f. Prepare a Letter of Completion to the Client that will allow for the final pay request and release of project retainage.
- g. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by each GC to Engineer and which Engineer considers significant.

**Limitations of Responsibility:**

Engineer will not be responsible for the acts of any of the GC's or of any GC subcontractor or supplier, or any of GC's or subcontractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the construction contracted work; however, nothing contained in paragraphs "a" through "i" above, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.

**SCHEDULE:**

Construction contract award is anticipated to occur in either December 2023 or early January 2024 with construction anticipated to occur from January through April 2024 with construction contract close out in May 2024.


**BUDGET**

The budget for the additional Scope of Work presented above is \$200,000 as detailed in the attached Exhibit A.

Original Agreement Amount .....	\$ 10,000.00
<u>Amendment No. 1.....</u>	<u>\$201,000.00</u>
Total Agreement Amount .....	\$211,000.00

**GIBBS & OLSON, INC.**

**CITY OF TENINO, WASHINGTON**

By:   
Richard A. Gushman, President

By: \_\_\_\_\_  
Linda Gotovac, Mayor

Date: December 8, 2023

Date: \_\_\_\_\_

Attachment: Exhibit A - Budget Estimate

File: 0751.5027

Amendment No. 1 to Authorization 2023-002  
 Ag Park North Building Improvements Project  
 Exhibit A - Budget  
 December 8, 2023



Budget	Principal	Proj. Mgr.	Engr. I	Word Processor	DIG Subconsult	Total Budget
<b>Design Phase Engineering Services</b>						
Task 1   Project Administration Management	4	16	2	2	\$13,000	\$19,554
Task 2   General Contractor Procurement Process	2	48	40	40	\$10,000	\$31,312
Task 3   Construction Management	2	52	24	8	\$100,000	\$127,988
Task 4   Project Closeout	2	8	6	6	\$15,000	\$20,422
<b>Subtotal</b>	<b>10</b>	<b>124</b>	<b>72</b>	<b>56</b>	<b>\$138,000</b>	<b>\$199,276</b>
Mileage						\$500
Reproduction						\$500
Miscellaneous Project Expenses						\$724
<b>Total Amendment No. 1</b>						<b>\$201,000</b>
<b>Original Agreement Budget</b>						<b>\$10,000</b>
<b>Total Agreement Budget with Amendment No. 1</b>						<b>\$211,000</b>
2024 Rates	\$252	\$221	\$137	\$88		