



Transportation Improvement Board
Consultant Supplemental Agreement

Agency City of Tenino

Project Number 6-W-977(003)-1

Project Name Ritter Street Improvements

Consulting Firm Gibbs & Olson, Inc.

Supplement Phase Supplement for Construction Phase

The Local Agency of City of Tenino desires to supplement the agreement entered into with Gibbs & Olson and executed on February 9th, 2021.

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 incorporate the construction phase engineering services scope of work presented in Attachment No. 1 – Scope of Work.

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

SUPPLEMENTAL COMPLETION DATE December 31, 2023

Section V, **PAYMENT**, shall be amended as follows as set forth in Attachment No. 2

MAXIMUM AMOUNT PAYABLE \$171,915.00

EXHIBIT A			
	Org. Agreement + Supp 1	Supplement	Total
Direct Salary Cost	\$27,871.00	\$26,644.00	\$54,515.00
Overhead (including Salary Additives)	\$43,439.74	\$41,527.34	\$84,967.08
Fixed Fee	\$9,003.72	\$7,993.20	\$16,996.92
Reimbursables	\$3,212.01	\$4,950.46	\$8,162.47
Subconsultant Cost	\$7,273.53	\$0.00	\$7,273.53
Total	\$90,800.00	\$81,115.00	\$171,915.00

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 Wayne Fournier, Mayor	Date
Consultant Signature Richard A. Gushman, President <i>Richard A. Gushman</i>	Date August 12, 2022

**TIB PROJECT NO. 6-W-977(003)-1
SUPPLEMENTAL AGREEMENT NO. 2
ATTACHMENT NO. 1
SCOPE OF WORK
RITTER STREET IMPROVEMENT PROJECT
CITY OF TENINO, WASHINGTON**

Scope of Work:

The Consultant's Scope of Work of is modified to include construction phase engineering services for the Client's Ritter Street Improvement project as described below:

Construction Phase Engineering Services

During the project's construction phase, 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) Consultant will provide construction staking control for use by Contractor. A maximum of four 10-hour construction staking trips have budgeted for roadway construction surveying/staking. Additional survey trips and/or time will be considered out of scope work and will be billed at 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(s) 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. 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.
 - 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 Consultant during the Construction Phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide for the Agency a greater degree of confidence that the completed work of Contractor(s) 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 Contractor(s). On the other hand, Consultant shall not, during such visits or as a result of such observations of 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 Contractor(s), for safety precautions and programs incident to the work of the Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Consultant can neither guarantee the performance of the

construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The RPR is scheduled for 100% of full-time including travel to/from Tenino for the scheduled length of construction. 80% of the RPR's time is budgeted for Schedule A road construction and the remaining 20% of the RPR's time is budgeted for Schedule B waterline construction.

- b) Shop Drawings. Consultant shall review and take appropriate action in respect of Shop Drawings, samples and other data, which Contractor(s) are 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. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
 - d) Inspections and Tests. 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 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, Consultant shall review Contractor pay requests and make recommendations to Agency regarding payment.
 - f) Contractor(s)' Completion Documents. 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 Contractor(s) 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. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except 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 Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.
- 4) Prepare a set of reproducible Record Drawings showing those significant changes made during the construction process, based on the marked-up prints, drawings, testing data and other data furnished by the Contractor and Agency to Consultant.

TIB Project No. 6-W-977(003)-1 - Supplemental Agreement No. 2 - Attachment 2
 Ritter Street Improvements - Tenino, WA

Gibbs & Olson, Inc.

Estimated Time and Cost Budget for Construction Phase Engineering Services

Project Tasks	Principal	Eng V	Eng III	Eng II	Inspector	2 Man Crew	Sr. Land Surveyor	Word Proc.	Total
Task 1 - Project Administration									
Construction Management and Administration	4	6	8	2	0	0	0	0	\$2,973.00
Pre-Construction Meeting	0	0	4	4	4	0	0	0	\$1,031.00
Construction Progress Meetings	0	4	16	16	0	0	0	0	\$454.00
									\$1,488.00
Construction Phase Engineering Services									\$23,688.00
Construction Staking	0	0	4	0	0	40	20	0	\$3,132.00
Compaction Testing	0	2	4	0	0	0	0	0	\$280.00
Interpretations, Clarifications, Const. Oversight and Documentation	2	8	28	32	360	0	0	4	\$15,288.00
Shop Drawing/Submittal Review	0	6	28	32	0	0	0	0	\$2,696.00
Pay Estimates	0	4	4	8	0	0	0	0	\$680.00
Substantial Completion/Final Completion/Project Closeout	2	4	6	4	8	0	0	4	\$1,136.00
Record Drawings	0	2	2	4	4	0	0	0	\$476.00
	8	36	104	102	376	40	20	8	\$26,661.00
Subtotal									
Total Direct Salary Costs	\$580.00	\$1,944.00	\$4,472.00	\$3,723.00	\$12,784.00	\$2,080.00	\$880.00	\$198.00	\$26,661.00
Overhead @ 155.86%	\$903.99	\$3,029.92	\$6,970.06	\$5,802.67	\$19,925.14	\$3,241.89	\$1,371.57	\$308.60	\$41,553.83
Fixed Fee @ 30%	\$174.00	\$583.20	\$1,341.60	\$1,116.90	\$3,835.20	\$624.00	\$264.00	\$59.40	\$7,998.30
Total Labor Costs	\$1,658	\$5,557	\$12,784	\$10,643	\$36,544	\$5,946	\$2,516	\$566	\$76,213.13
Mileage - 3,100 @ \$0.625/mile									\$2,000.00
GPS Equipment - 2 Units x \$35/Hr/Unit x 32 Hrs/Unit									\$2,240.00
Reproduction & Miscellaneous									\$661.87
Total Expenses									\$4,901.87
TOTAL AMENDMENT 2 - CONSTRUCTION PHASE BUDGET									\$81,115.00
ORIGINAL CONTRACT AMOUNT									\$71,800.00
AMENDMENT NO. 1									\$19,000.00
TOTAL CONTRACT AMOUNT WITH AMENDMENT 2									\$171,915.00