

**EXHIBIT A**  
**AUTHORIZATION FOR ENGINEERING SERVICES NO. 2022-001**  
**CITY OF TENINO, WASHINGTON**

**SUSSEX WATER LINE REPLACEMENT**

The Engineer is hereby authorized to perform Engineering Services for the Client as provided for in our General Agreement for Professional Engineering Services executed December 16, 2016, and extended by amendment on December 12, 2018, and as more fully described herein:

**PROJECT DESCRIPTION**

The Client desires to replace approximately 800 linear feet of existing 1-inch PVC water distribution pipeline on Sussex Avenue East (State Route 507) between North Eureka Street and North Wherrett Street with a new 6-inch C900 PVC pipeline.

**ASSUMPTIONS**

The Engineer has utilized the following assumptions in preparing this Scope of Work and the estimated Budget. In the event that any ultimate facts or events differ from these assumptions, the scope of work, schedule and budget shall be adjusted accordingly.

- A. Washington Department of Health (DOH) review and approval of the design plans and specifications for the water line replacement is not required.
- B. Washington State Department of Transportation (WSDOT) review and approval of the design plans and specifications for the water line replacement is required, as is a WSDOT right-of-way use permit.
- C. The new pipeline will be constructed entirely within public road right-of-way.
- D. No easements on private property are required to be obtained.
- E. The project is exempt from SEPA because the new pipeline is less than 12-inches in diameter per WAC 197-11-800(23)(b).
- F. A Washington Department of Ecology construction stormwater permit is not required.
- G. Construction traffic control plans will be specified to prepared by the Contractor.
- H. Technical specifications will be prepared in the Construction Specifications Institute format.
- I. Bid documents, construction agreement documents and general conditions for the construction contract documents will utilize Engineer's Joint Contract Documents Council (EJCDC) documents.
- J. An onsite pre-bid meeting with prospective bidders will not be conducted.
- K. Construction is anticipated to be require one month or approximately 21 working days to complete.

**SCOPE OF WORK**

The Engineer will prepare design plans, specifications, construction contract documents and an opinion of construction cost for the water pipeline replacement as detailed herein. Bid and construction phase services will also be provided by the Engineer as detailed herein.

**TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION**

The Engineer will provide project management and administration consisting of the following:

- a) Prepare monthly narrative progress reports and submit to the Client.

- b) Prepare a draft project schedule using Excel and review schedule with the Client, adjust as necessary and prepare a final schedule.
- c) Update the schedule as appropriate as the project proceeds.
- d) Engineer's deliverables under this task include the following:
  - Monthly progress reports
  - Schedule updates

## **TASK 2 - DESIGN PHASE ENGINEERING SERVICES**

The Engineer will perform the following under this task:

- a) Gather and review background information and data to develop or verify the proposed alignment for the water piping.
- b) Provide field topographic survey for preparation of design drawings. Engineer will locate the utility locate limits and will call for utility locates prior to performing field topographic survey work. Engineer will also set a minimum of two project benchmarks that can be utilized for construction staking.
- c) Prepare final drawings to show the general scope, extent and character of the work to be furnished and performed by the construction contractor hereinafter called drawings and specifications. The specifications will be prepared in the CSI format. It is anticipated that construction requirements for the project can be shown on approximately 4 drawing sheets (measuring 22" x 34") and that the contract documents and specifications will be comprised of approximately 150-200 pages (8-1/2" x 11").
- d) Prepare for review and approval by Client, its legal counsel and other advisors an invitation to bid, instructions to bidders, bidding forms, construction contract award, bond and agreement forms, general conditions and supplementary conditions.
- e) Provide permit applications with appropriate technical criteria, written descriptions and data for required permits. Permit applications will be submitted to appropriate permitting agencies by the Client. All permit fees will be paid by the Client.
- f) Advise Client of any adjustments to the latest opinion of probable construction cost caused by changes in general scope, extent or character or design requirements of the project. Furnish Client with a final Engineer's opinion of total construction cost based on the final bid ready drawings and specifications.
- g) The Engineer will participate in up to three review meetings with the Client to review the design plans and any other project related issues that require Client input or decisions during the design phase. Meetings will be virtual utilizing MS Teams, WebEx or other virtual meeting software.
- h) The Engineer's Design Phase Deliverables include:
  - Meeting agendas
  - Meeting notes project review meetings
  - 50% complete drawings and specifications in .pdf format
  - 90% complete drawings and specifications in .pdf format

Three (3) hardcopies and .pdf electronic copy of Bid Ready (100% complete) Documents (drawings and construction contract documents).

### **TASK 3 - BID PHASE ENGINEERING SERVICES**

Engineer's work under this task will be as follows:

- a) Assist in obtaining bids for construction through public advertisement.
- b) Receive contract questions from plan holders and prospective bidders and prepare appropriate answers.
- c) Issue addenda as appropriate to interpret, clarify, amend, or expand the Bidding Documents.
- d) Attend bid opening, review all bids received, prepare a bid tabulation and a verify low bidder's state registration, bonding, and references as appropriate.
- e) Prepare a letter to the Client recommending award of the construction contract to the lowest responsive bidder.
- d) The Engineer's Bid Phase Deliverables include:

Addenda issued during the bid period.

Bid tabulation

Letter recommending award and appropriate documentation regarding the lowest responsive bidder's state registration, bonding and references.

### **TASK 4 - CONSTRUCTION PHASE ENGINEERING SERVICES**

Engineer's work under this task includes:

- a) 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 of the instructions to Contractor(s) 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. Construction is expected to take one month.
- b) Engineer will schedule and conduct a pre-construction conference with the Contractor, Client, WSDOT and other utilities and project stakeholders as appropriate. The pre-construction conference will be held at the Client offices.
- c) Construction Staking. Engineer will provide construction staking for the project.
- d) Visits to Site and Observation of Construction. In connection with observations of the work of the Contractor(s) while it is in progress:
  - 1) Engineer shall make two (2) visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, Engineer shall provide part-time services of a Resident Project Representative at the site to assist the Engineer and to provide additional

observation of the construction work. Based on information obtained during such visits and on such observations, Engineer will determine if the construction work is proceeding in general accordance with the Contract Documents and Engineer shall keep Client informed of the progress of the work.

- 2) The Resident Project Representative (RPR) will be Engineer's agent or employee and under Engineer's supervision. The RPR shall provide written daily reports to Engineer's project manager utilizing Engineer's standard report forms. Copies of all daily RPR reports will be provided to Client for their permanent project file. RPR is budgeted, including travel to and from the jobsite, for a total of 60 hours (approximately 35% of full-time), including travel to and from the jobsite, over the anticipated 21 working day construction period.
- 3) The purpose of Engineer's visits to and representation by the RPR at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during construction of the project, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide the Client 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). Conversely, Engineer 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, Engineer 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.
- c) Defective Work. During such visits and based on such observations, Engineer may disapprove of or reject Contractor(s)' work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- d) Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- e) Shop Drawings. Engineer 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.
- f) Inspections and Tests. Engineer shall have authority, as the Client's representative, 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.

- g) Disputes between Client and Contractor. Engineer shall 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 in conformance with Item C – Standard of Practice in the governing General Agreement for Professional Engineering Services.
- h) Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Client and on review of applications for payment and the accompanying data and schedules:
  - 1) Engineer shall determine the amounts owing to the Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Client, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the Contract Documents.
  - 2) By recommending any payment 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.
- i) Inspections. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the

Engineer may recommend, in writing, final payment to Contractor(s) and may give written notice to Client and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph "h-2" above.

- j) 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 Contractor(s) to Engineer and which Engineer considers significant.
- k) Limitations of Responsibility. Engineer 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 Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' 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:**

Survey will be completed within 4 weeks of Client issuing Notice to Proceed.

Submit 50% design drawings and contract documents for Client review within 6 weeks of Survey completion.

Submit 90% design drawings and contract documents for Client review within 4 weeks of Engineer receiving Client 60% review comments.

Submit 100% design drawings and contract documents and WSDOT right-of-way use permit application to Client within 4 weeks of Engineer receiving Client 90% review comments. These documents will be submitted by the Client to WSDOT for review and approval.

Engineer will review and make appropriate revisions to the design drawings and contract documents within 2 weeks of Engineer's receipt of WSDOT review comments, if any.

**BUDGET:**

The budget for the above referenced work shall be set at \$58,000 per the attached Exhibit B. The Engineer agrees not to exceed this amount without the Client's prior authorization.

Authorized by:  
City of Tenino, Washington

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Date

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By: Wayne Fournier, Mayor

Accepted: Gibbs & Olson, Inc.

April 5, 2022  
Date


  
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By: Richard A. Gushman, President

Exhibit B - Budget  
 City of Tenino - Sussex Avenue Waterline Replacement Project  
 Date Prepared: April 5, 2022  
 Gibbs & Olson, Inc.



Task No.	Task Description	Principal	Proj. Mgr.	Engr. V	Engr. II	RPR	PLS	2 Man Survey Crew	CAD	Word Processor	Cost
1	Project Management & Administration	2	8	2	4	0	0	0	0	4	\$3,218
2	Design Phase Engineering Services	2	14	18	56	8	26	28	56	14	\$30,704
a	Gather and review background information/data	0	2	2	2	0	6	0	0	0	\$1,816
b	Field mark the limits of utility locates	0	0	0	0	6	0	0	0	0	\$720
c	Design survey	0	0	0	0	0	20	28	0	0	\$8,160
d	Prepare 50% Drawings, Specifications & Cost Opinion	0	4	6	30	0	0	0	32	0	\$9,194
e	Prepare 90% Drawings, Specifications & Cost Opinion	1	2	4	12	0	0	0	16	8	\$5,224
f	Prepare 100% Drawings, Specifications & Cost Opinion	1	2	2	8	2	0	0	6	4	\$3,206
g	WSDOT Permit Application & Coordination	0	4	4	4	0	0	0	2	2	\$2,384
3	Bid Phase Services	0	2	4	4	0	0	0	2	0	\$1,828
4	Construction Phase Engineering Services	2	16	8	24	64	6	12	2	2	\$19,346
Total Hours by Staff Position		6	40	32	88	72	32	40	60	20	
<b>SUBTOTAL</b>											
Mileage											
GPS Survey Equipt											
Reproduction											
Construction Staking Field Supplies											
Miscellaneous Project Expenses											
<b>TOTAL ESTIMATED BUDGET</b>		2022 Rates	\$220	\$200	\$173	\$130	\$120	\$135	\$108	\$78	<b>\$58,000</b>