

## **AMENDMENT NO. 2**

This Amendment No. 1 modifies Authorization 2019-001 for Engineering Services (Agreement) between Gibbs & Olson, Inc. (Engineer) and the City of Tenino, Washington (Client) executed on January 8, 2019, for a project known as the City Hall Renovation Project.

The following modifications are made to the Agreement. All other terms and conditions of the Agreement remain unchanged.

### **SCOPE OF WORK**

The Scope of Work to be performed by the Engineer is modified as identified below. This Amendment incorporates design, contractor selection and construction contract administration. The following specific tasks are added to the Engineer's Scope of Work:

### **DESIGN, BID AND CONSTRUCTION PHASE ARCHITECTURAL/ENGINEERING SERVICES**

Work under this task includes design, contractor selection and construction administration for the project as follows:

Solicit bids from various trades for required work at City Hall from the small works roster. Trades include roofer, mason, telephone/communications, painter, HVAC and general remodel/carpentry.

Work includes recommendations from the MWA Architects Budget Analysis prepared in November 2019. Identified deficiencies include the following:

1. Replace deteriorating hip beam and cap existing chimney.
2. Repair the mortar joints in the sandstone portion of the structure.
3. Incorporate modern communications and audio/video capabilities in Council Chambers and the Courtroom. Update all data cabling to CAT 6 and provide updated data outlets.
4. Repoint concrete masonry and repaint.
5. Remodel the Mayor's office to include a conference room. Update the breakroom to comply with ADA requirements.
6. Investigate HVAC deficiencies and fix them.
7. Other updates as budget allows for.

Design to include supplying floor plan, ceiling plans, interior elevations, and cabinetry details as necessary for the remodel.

Some of the work will be done in a collaborative fashion with skilled trades people after a site visit to define the exact scope of work.

### **BID PHASE ENGINEERING SERVICES**

Work under this task includes Bidding Phase Engineering Services for the remodel project as follows:

- a) Engineer will make arrangements to provide the contract documents, drawings and specifications for bidding to the Client. Some of the bids will be based solely on hourly rates where a fully developed design is not available.
- b) Assist in obtaining bids for construction through the small works roster. Bids are expected for the following trades:
  1. Roofer
  2. Mason
  3. Telephone/communications
  4. Painter
  5. Remodel/carpenter
  6. Heating/Ventilation
- c) Receive contract questions from plan holders and prospective bidders and prepare appropriate answers.
- d) Issue addenda as appropriate to interpret, clarify, amend, or expand the Bidding Documents.
- e) Assist Client with scheduling a pre-construction meeting.

Bidding and Award Phase Deliverables include:

- A .pdf electronic set of bidding documents for construction of the building improvements for the Client's use.
- Addenda that have been issued.

### **CONSTRUCTION MANAGEMENT PHASE ENGINEERING SERVICES**

Work under this task includes Construction Phase Engineering for the project as follows:

- 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 ten months.
- b) 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 10 visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order 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 the services of a Resident Project Representative (and assistants as agreed) at the site to assist the Engineer and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep the Client informed of the progress of the work.

- 2) The Resident Project Representative (RPR) (and any assistants) 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 for 50 hours spread over the ten-month construction period with more onsite time during critical operations.
- 3) The purpose of Engineer's visits to and representation by the RPR (and assistants, if any) at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for 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). On the other hand, 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 on the basis of 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 made in conformance with the Standard of Practice identified in Exhibit C, Item B.
- 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:**

Begin contractor selection within 2 weeks of receiving Notice to Proceed from the Client.

**BUDGET**

The budget for the additional Scope of Work presented above is \$30,000.

Original Agreement Amount .....	\$ 4,000.00
Amendment No. 1.....	\$10,000.00
<u>Amendment No. 2.....</u>	<u>\$30,000.00</u>
Total Agreement Amount .....	\$44,000.00

It is mutually understood by the Client and Engineer that due to the ambiguity of some of the work required, another amendment to revise the scope of work and budget may be required.

**GIBBS & OLSON, INC.**

**CITY OF TENINO, WASHINGTON**

By:   
Richard A. Gushman, President

By: \_\_\_\_\_  
Wayne Fournier, Mayor

Date: January 21, 2020

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