



# Transportation Improvement Board (TIB) Consultant Agreement

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|--|---|
| TIB PROJECT NUMBER<br>2-W-977(002)-1   | PROJECT PHASE <i>(check one)</i> <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction |
| PROJECT TITLE & WORK DESCRIPTION<br>2024 Park Avenue Overlay: 2-inch grind and overlay with pavement restriping.   |   |
| CONSULTANT NAME & ADDRESS<br>Gibbs & Olson, Inc.<br>1157 3rd Avenue, Suite 219, Longview, WA 98632   |   |
| <b>AGREEMENT TYPE</b> <i>(check one)</i>   |   |
| <input checked="" type="checkbox"/> <b>LUMP SUM</b> <u>\$46,500.00</u><br><input type="checkbox"/> <b>COST PLUS FIXED FEE</b> OVERHEAD PROGRESS PAYMENT RATE _____ %<br>OVERHEAD COST METHOD<br><input type="checkbox"/> Actual Cost<br><input type="checkbox"/> Actual Cost Not To Exceed _____ %<br><input type="checkbox"/> Fixed Rate     _____ %<br>FIXED FEE \$ _____<br><br><input type="checkbox"/> <b>SPECIFIC RATES OF PAY</b> <input type="checkbox"/> Negotiated Hourly Rate<br><input type="checkbox"/> Provisional Hourly Rate<br><br><input type="checkbox"/> <b>COST PER UNIT WORK</b> |   |
| DBE PARTICIPATION<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    _____ %  | WBE PARTICIPATION<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    _____ %               |
| COMPLETION DATE<br>August 2, 2024  | MAXIMUM AMOUNT PAYABLE<br>\$46,500.00   |

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Tenino, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

### I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

### II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



**III  
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV  
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

**V  
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI  
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

**VII  
EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTs employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII  
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTs obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTs noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**IX  
 TERMINATION OF AGREEMENT**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANTs failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCYs concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X  
 CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.



Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI  
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII  
VENUE, APPLICABLE LAW AND  
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII  
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume

no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

**Insurance Coverage**

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV  
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.



E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV  
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI  
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII  
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX  
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Richard A. Gushman  
Richard A. Gushman, President

By \_\_\_\_\_  
Dave Watterson, Mayor

Consultant Gibbs & Olson, Inc.

City of Tenino



### EXHIBIT A-1 Certification of Consultant

|                               |                |
|-------------------------------|----------------|
| Project No.<br>2-W-977(002)-1 | City of Tenino |
|-------------------------------|----------------|

I hereby certify that I am Richard A. Gushman, a duly authorized representative of the firm of Gibbs & Olson, Inc. whose address is PO Box 400, Longview, WA 98632 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
January 16, 2024  
*Date*

\_\_\_\_\_  
*Richard A. Gushman*  
*Signature*

### Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Tenino, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

**EXHIBIT B-1  
SCOPE OF WORK  
CITY OF TENINO  
2024 PARK AVENUE OVERLAY  
TIB PROJECT NUMBER 2-W-977(002)-1**

**PROJECT DESCRIPTION**

The Agency proposes to grind and overlay 2,000 linear feet of 22 foot wide paved roadway on Park Avenue from Crowder Road SE to Howard Street SE. The project will include performing a 2-inch grind and overlay and restriping of the existing roadway. The existing storm drainage will be retained. Consultant understands that all work will occur within existing street right-of-way owned by the Agency.

The project is part of the Agency's currently adopted 6-year Transportation Improvement Plan and is being constructed to serve existing development.

**ASSUMPTIONS**

The following assumptions were utilized by Consultant in developing the scope of work and estimated budget:

- No structural engineering, foundation design, landscaping design, street lighting design, traffic signalization or offsite roadway design or striping is included in the scope of work.
- A Cultural Resource Survey is not required to be completed for the project.
- A geotechnical evaluation will not be performed.
- No permit applications, including a Department of Ecology Construction Stormwater Permit or Stormwater Pollution Prevention Plan (SWPPP), or fees are included in the scope of work and budget.
- Improvements to the City's water main or sanitary sewer will not be required and are not included in the scope of work and budget.
- Streetlighting is not included in the scope of work.
- The project is redevelopment and is exempt from stormwater detention and water quality, which is not included in the scope of work and budget.
- The project is funded through a TIB Arterial Pavement Preservation grant.

**SCOPE OF WORK**

**Task 1 - Project Management and Administration**

Under this task the Consultant will:

- a) Provide project administration consisting of the following:
- b) Prepare monthly narrative progress reports and submit to the Agency.
- c) Conduct general correspondence with Agency during design to ensure project issues are communicated and to request input from Agency as appropriate.

**Task 2 - Survey**

Consultant will perform a topographic survey of the project site from Crowder Road SE to Howard Street SE. Existing water, sanitary sewer, stormwater, electric, natural gas, telephone,

cable and fiber optic utilities will be included in the topographic survey. Rim elevations will be obtained at each manhole and catch basin.

Consultant will mark the limits of utility locates and will call for utility locates prior to performing the topographic survey.

Existing roadway monumentation within the project limits will be identified and sufficient information obtained to allow monuments to be reset at the end of construction. Consultant will complete and file Department of Natural Resource documentation prior to the monuments being removed and after the monuments have been reset. Consultant will also set up to three survey reference points along the project site that will be suitable for use as benchmarks for construction surveying.

Consultant will utilize the topographic survey to prepare an AutoCAD base map of existing conditions for the project.

### **Task 3 - Prepare 50% Design Documents**

Under this task the Consultant will:

- a) Research, evaluate and identify preliminary design criteria that will serve as the development strategy and standards for the design.
- b) Prepare 50% complete design drawings to show the general scope, extent and character of the construction work to be performed by a contractor. It is anticipated that construction requirements for the project can be shown on between 9 and 11 drawing sheets (measuring 22" x 34") consisting of:
  - Cover sheet
  - Notes, Survey Control, Legend and Abbreviation sheet
  - Alignment and Survey Control Plan sheets (2)
  - Paving Plan Sheets (2-3)
  - Temporary Erosion and Sediment Control Detail Sheet
  - Typical Roadway Sections sheet
  - Channelization and Signing Plan and Detail Sheets (1-2)
- c) Attend a web-based meeting with Agency to review preliminary drawings before proceeding to final design.
- d) Coordinate with Agency as appropriate.
- e) Provide Preliminary Design Phase Deliverables as follows:
  1. Monthly progress report.
  2. Monthly schedule update.
  3. Meeting notes from project meetings.



#### **Task 4 - Prepare Final Design Documents**

Under this task the Consultant will:

- a) Prepare final drawings to show the general scope, extent and character of the construction work to be by a contractor. The anticipated list of drawings is as listed under Task 2 above.
- b) Prepare the construction contract documents including technical specifications which will be prepared in conformance with Agency standards and the latest version of the WSDOT Standard Specifications and Special Provisions. It is anticipated the contract documents and specifications will be comprised of approximately 300 pages (8-1/2" x 11").
- c) It is anticipated that two progress meetings with the Agency will occur to review and discuss various aspects of the project as the work proceeds. It is assumed the progress meetings will be virtual, and time for travel is not included in the scope of work.
- d) Prepare for review and approval by Agency, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- e) Provide technical criteria, written descriptions and data for Agency's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project and assist Agency in consultations with appropriate authorities.
- f) Advise Agency of any adjustments to the latest opinion of probable Total Project Costs caused by change in general scope extent or character or design requirements of the Project or Construction Costs. Furnish to Agency a final opinion of probable Total Project Costs based on the completed design documents.
- g) Design Phase Engineering Deliverables include the following:
  1. Monthly progress reports.
  2. Meeting notes from project meetings.
  3. 50% complete Drawings and opinions of construction cost.
  4. 90% complete Drawings and Specifications and opinions of construction cost.
  5. Final (100% complete) Drawings and Specifications.
  6. Drawings, specifications and opinions of cost will be provided to Agency in .pdf format.

#### **Task 5 - Bid Ad and Award**

Consultant will perform the following work under this task:

- a) Assist Agency in advertising the project for construction bids.
- b) Receive questions from prospective bidders and prepare appropriate responses.
- c) Issue an addendum, if required, to identify, clarify, amend or expand the Bidding Documents.

- d) Review the bids received, verify low bidder's state licensing, check references for low bidder, and prepare a letter to Agency consisting of the bid tabulation and the Consultant's recommendation regarding award of a construction contract.

Responses to bidder questions, the addendum, and the Consultant's letter of recommendation of award will be provided to the Agency in pdf format.

### **CONSTRUCTION PHASE ENGINEERING SERVICES**

Construction Phase Services are not included in this Agreement. Construction Phase Services may be added by Agency and Consultant by amendment at a future date.

### **SCHEDULE**

The preliminary schedule for this project is presented below. The schedule shows starting work on January 23, 2024. Any delay to the starting date will result in a day for day adjustment to the listed schedule milestones.

- Field Survey & Base Map Preparation by February 16, 2024
- Prepare 50% Design Documents by March 22, 2024
- Prepare 100% Design Documents by April 25, 2024
- Bid Advertisement by May 16, 2024
- Bid Opening by May 30, 2024



## **EXHIBIT C-1**

### **Payment**

#### **(Lump Sum)**

#### **A. Lump Sum Agreement**

Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

The maximum amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

#### **B. Monthly Progress Payments**

Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed and are not to be more frequent than one (1) per month.

#### **C. Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT contingent upon receipt of all PS&E, plans, maps notes, reports, and other related documents which are required to be furnished under the AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

#### **D. Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY and/or the TIB for a period of three years after final payment the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.



**EXHIBIT E-1**  
**GIBBS & OLSON, INC.**  
**Indirect Cost Rate Schedule**  
**For the Year Ended December 31, 2022**

| Description                                | Financial Stmt<br>Amount |
|--|--------------------------|
| <b>Direct Labor Base</b>                   | <u>\$1,294,151</u>       |
| <b>Indirect Costs</b>                      |                          |
| <b>Fringe Benefits:</b>                    |                          |
| Paid Time Off                              | \$137,184                |
| Holiday                                    | 51,172                   |
| Payroll Taxes                              | 167,500                  |
| Retirement                                 | 119,567                  |
| Trust Expenses                             | 4,017                    |
| Group Insurance                            | 158,041                  |
| Bonuses                                    | 121,152                  |
| <b>Total Fringe Benefits</b>               | <u>\$758,632</u>         |
| <b>General Overhead Expenses:</b>          |                          |
| Salaries (Administrative)                  | \$181,836                |
| Salaries (Office)                          | 209,751                  |
| Salaries (Ind Overtime premium)            | 33,023                   |
| Salaries (Bid & Proposal Admin)            | 53,846                   |
| Salaries (Bid & Proposal Office)           | 28,254                   |
| Salaries (CL Dev-Direct Selling)           | 56,505                   |
| Salaries (Marketing/PR)                    | 26,780                   |
| Salaries (Unallowable)                     | 533                      |
| Other Benefits                             | 11,432                   |
| Office Supplies                            | 5,144                    |
| Repairs & Maintenance                      | 3,295                    |
| Office Rent                                | 115,380                  |
| Utilities                                  | 3,600                    |
| Postage                                    | 1,511                    |
| Publications                               | 6,486                    |
| Prof Registration & Dues                   | 4,701                    |
| Business Licenses & Fees                   | 845                      |
| Technology                                 | 68,728                   |
| Education                                  | 32,563                   |
| Prof & Other Insurance                     | 42,429                   |
| Depreciation                               | 83,527                   |
| Professional Fees                          | 22,517                   |
| Business Taxes                             | 111,596                  |
| Travel & Lodging                           | 40,317                   |
| Travel & Lodging Recovery                  | (32,177)                 |
| Misc Field Expense                         | 32,757                   |
| Equipment Rental                           | 2,348                    |
| Reproduction                               | 5,650                    |
| Reproduction Recovery                      | (4,892)                  |
| Telephone                                  | 16,722                   |
| Recruiting/HR                              | 0                        |
| Misc Expense Recovery GPS                  | (59,496)                 |
| Loss on Asset Dispositions                 | 1,758                    |
| Meals                                      | 11,936                   |
| Donations                                  | 8,712                    |
| Lobbying Dues                              | 700                      |
| Business Development                       | 25,165                   |
| Bank Fees - Financing                      | 250                      |
| Bad Debt                                   | 1                        |
| <b>Total General Overhead</b>              | <u>\$1,154,033</u>       |
| <b>Total Indirect Costs &amp; Overhead</b> | <u>\$1,912,665</u>       |
| <b>Indirect Cost Rate (Less FCCM)</b>      | 147.79%                  |
| Facilities Capital Cost of Money (FCCM)    | 0.52%                    |
| <b>Indirect Cost Rate (Includes FCCM)</b>  | <u><u>148.31%</u></u>    |



**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.