

AMENDMENT NO. 1

This Amendment No. 1 modifies the agreement for Engineering Services (Agreement) between Gibbs & Olson, Inc. (Engineer) and the City of Tenino, Washington (Client) executed on January 11, 2023, for a project known as the Hodgden Street Improvements.

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 in Exhibit A, Scope of Work. This Amendment incorporates construction phase engineering services as identified in Exhibit A.


BUDGET

The Engineer’s budget is increased by \$23,700 for completion of the additional Scope of Work.

Original Agreement Amount.....	\$23,700.00
<u>Amendment No. 1.....</u>	<u>\$23,700.00</u>
Total Agreement Amount	\$47,400.00

GIBBS & OLSON, INC.

CITY OF TENINO, WASHINGTON

By: 
Richard A. Gushman, President

By: _____
Wayne Fournier, Mayor

Date: June 8, 2023

Date: _____

Attachments:

Exhibit A- Scope of Work

Exhibit B – Budget Spreadsheet

File: 0751.3714

**AMENDMENT NO. 1
EXHIBIT A
SCOPE OF WORK**

**HODGDEN 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 Hodgden 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 budgeted for 40 hours and is anticipated to be onsite 3 times per week on average with each trip averaging a total of 4 hours including travel to and from Tenino.

- 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.



Project Tasks	Prin.	Eng V	Eng III	Eng I	RPR	2 Man Survey	Sr. PLS	LS	Word Proc.	Total
Project Management, Administration & Meetings	1	2	9	2	2	0	0	0	0	\$2,502
<i>Construction Management and Administration</i>	1	2	4	0	0	0	0	0	0	\$1,222
<i>Pre-construction Meeting</i>	0	0	3	2	2	0	0	0	0	\$976
<i>Construction Progress Meetings</i>	0	0	2	0	0	0	0	0	0	\$304
Construction Phase Engineering Services	1	2	11	22	37	32	4	16	0	\$18,736
<i>Construction Staking</i>	0	0	1	0	0	32	4	16	0	\$8,932
<i>Interpretations, Clarifications, Const. Oversight and Documentation</i>	1	1	4	8	36	0	0	0	0	\$6,755
<i>Shop Drawing/Submittal Review</i>	0	0	2	8	0	0	0	0	0	\$1,344
<i>Pay Estimates</i>	0	0	2	4	1	0	0	0	0	\$954
<i>Substantial Completion/Final Completion/Project Closeout</i>	0	1	2	2	0	0	0	0	0	\$751
Subtotal	2	4	20	24	39	32	4	16	0	\$21,238
Mileage - 1,280 miles @ \$0.655/mile										\$1,025
GPS Survey Equipment - 2 units x \$35/hr/unit x 20 hrs/unit										\$1,400
Reproduction & Misc. Expenses										\$37
Total Expenses										\$2,462
Amendment No. 1 Total Budget										\$23,700
Original Agreement Amount										\$23,700
Total Agreement Amount with Amendment No. 1										\$47,400

2023 Billing Rates \$240 \$187 \$152 \$130 \$130 \$195 \$155 \$120 \$84