

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, August 23, 2022 at 7:00 PM

Agenda

WORK SESSION

CALL TO ORDER

AGENDA APPROVAL

1. Agenda for the Regular Meeting of the 8/23/22.

Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

2. Meeting Minutes for 8/9/2022

Recommended Action: Motion to approve 8/9/2022 meeting minutes as presented

CONSENT CALENDAR

3. Consent Calendar consisting of August 10, 2022 through August 23, 2022:

Payroll EFT's in the amount of \$49,834.75

Claims Checks #30811 through #30843 and EFT's in the amount of \$79,650.64

for a grand total of \$129,485.40

Liquor Cannabis License: 1776 Tenino Bar, LLC

Recommended Action: Move to approve the consent calendar as presented.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

4. Ritter Street Improvements Supplemental Agreement and Amendment No. 2

Recommended Action: Review and approve Ritter Street Supplemental Agreement and Amendment No. 2

NEW BUSINESS

RESOLUTIONS

ORDINANCES

REPORTS

5.
 - 1) Chamber of Commerce
 - 2) Economic Development Council (EDC)
 - 3) South Thurston Economic Development Initiative (STEDI)
 - 4) ARCH Commission
 - 5) Experience Olympia & Beyond (VCB)
 - 6) Fire District #12
 - 7) Library
 - 8) Museum
 - 9) Tenino Community Service Center
6.
 - 1) Civil Service Commission
 - 2) Façade Improvement Grant Review Committee
 - 3) Finance Committee
 - 4) Planning Commission
 - 5) Public Safety Committee
7.
 - 1) Chief of Police
 - 2) Director of Public Works
 - 3) City Planner
 - 4) Code Enforcement/Building Inspector
 - 5) PARC Specialist
 - 6) City Attorney
 - 7) Clerk/Treasurer
 - 8) Mayor
8.
 - 1) Bucoda/Tenino Healthy Action Team (BTHAT)

- 2) Solid Waste Advisory Board
- 3) TCOMM/911
- 4) Tenino School Board
- 5) Thurston Regional Planning Council (TRPC)
- 6) Transportation Policy Board
- 7) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

2.

File Attachments for Item:

2. Meeting Minutes for 8/9/2022

Recommended Action: Motion to approve 8/9/2022 meeting minutes as presented

City Council Meeting Tuesday, August 09, 2022

Minutes

WORK SESSION

Mayor Fournier convened the work session at 7:00 pm with

PRESENT

- Councilmember Linda Gotovac
- Councilmember Elaine Klamn
- Councilmember John O'Callahan
- Councilmember Jason Lawton
- Councilmember Rachel Davidson.

The work session consisted of a quick presentation from the volunteers on the Caboose project.

Adjourned the work session at 7:28 pm.

CALL TO ORDER

Mayor Fournier convened the regular Council meeting at 7:30 pm with

PRESENT

- Councilmember Linda Gotovac
- Councilmember Elaine Klamn
- Councilmember John O'Callahan
- Councilmember Jason Lawton
- Councilmember Rachel Davidson

AGENDA APPROVAL

1. Agenda for the Regular Meeting of the 8/9/22.

Recommended Action: Motion to approve the agenda as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion passes 5/0.

APPROVAL OF MINUTES

2. Meeting Minutes for 7/26/2022

Recommended Action: Motion to approve 7/26/2022 meeting minutes as presented

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion passes 5/0.

CONSENT CALENDAR

3. Consent Calendar consisting of July 27, 2022 through August 9, 2022:

Payroll EFT's in the amount of \$40,333.87

Claims Checks #30780 through #30810 and EFT's in the amount of \$95,147.28

for a grand total of \$135,481.15

Liquor Cannabis License: None

Recommended Action: Move to approve the consent calendar as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion passes 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

4. Introduction of Tenino Police Officer Chris Backus

Recommended Action: None

Chief Auderer introduced new Officer C Backus. He was hired as additional help while Ofcr Johnson is in the academy. He will be hired full time in 2023.

5. Caboose Restoration Team presenting the Tenino Caboose

Recommended Action: None

Mayor Fournier presented the Caboose Restoration team Jan and Don with jackets in appreciation for their dedication and hard work.

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

- 6. 1st Responders Appreciation Day Proclamation

Recommended Action: Review and Approve 1st Responders Appreciation Day Proclamation

Mayor Fournier read into record the 1st Responders Appreciation Day Proclamation and then asked Council for a motion to proclaim the second Saturday of September as 1st Responders Day.

Motion made by Councilmember Gotovac, Seconded by Councilmember Davidson.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion passes 5/0.

OLD BUSINESS

None

NEW BUSINESS

None

RESOLUTIONS

- 7. Resolution 2022-05 A Resolution of the City Council of the City of Tenino, Washington to acknowledge and accept 2022 Supplemental State Capital Budget Funds.

Recommended Action: Review and motion to approve Resolution 2022-05

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Davidson.

Motion passes 5/0.

ORDINANCES

None

REPORTS

- 8. 1) Chamber of Commerce
2) Economic Development Council (EDC)
3) South Thurston Economic Development Initiative (STEDI)
4) ARCH Commission

5) Experience Olympia & Beyond (VCB)

6) Fire District #12

7) Library

8) Museum

9) Tenino Community Service Center

1) Chamber of Commerce: Inaudible

2) Economic Development Council (EDC): Inaudible

3) South Thurston Economic Development Initiative (STEDI): Inaudible

5) Experience Olympia & Beyond (VCB): Held a meeting in the Council Chambers on 8/8/2022, no report received.

6) Fire District #12: Meet Thursday.

9. 1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee

4) Planning Commission

5) Public Safety Committee

1) Civil Service Commission: They have been meeting, and the department has a current list of candidates.

2) Façade Improvement Grant Review Committee: Councilmember Gotovac stated they are waiting on Whitewood to get their final 2 quotes.

4) Planning Commission: Meeting cancelled for 8/10/2022

5) Public Safety Committee: Chief Auderer reported there is a need for more code enforcement.

10. 1) Chief of Police

2) Director of Public Works

3) City Planner

4) Code Enforcement/Building Inspector

5) PARC Specialist

6) City Attorney**7) Clerk/Treasurer****8) Mayor**

2) Director of Public Works: Mayor Fournier reported for the PW Director advising he is on vacation, however, the crew has been working hard at the WWTP using the sludge watering device to clean the pond. Recently we have had complaints about the odor and as soon as the clean up is complete we should not have to do this again. Please bear with us.

7) Clerk/Treasurer: Interim Clerk Scharber reported she has continued to work on the budget, annual report and getting the paperwork sent in for the grant reimbursements. She also stated they will be having a pre-con meeting next week for the Ritter Street Project so hopefully that will start up very soon. The workers will start back up on the Quarry House reno in September.

11. 1) Bucoda/Tenino Healthy Action Team (BTHAT)**2) Solid Waste Advisory Board****3) TCOMM/911****4) Tenino School Board****5) Thurston Regional Planning Council (TRPC)****6) Transportation Policy Board****7) Legislature**

4) Tenino School Board: Councilmember Davidson reported they will be posting the supply lists on the 24/25th. They will be hosting the open house of the schools on the 31st. For any additional information please check out their website.

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

Councilmember O'Callahan reminded everyone of the 1st Responder's Appreciation BBQ being held on Sept. 10th. Please bring a side dish to share. They will have live music, pony rides and will start the day off with Keith Phillips on the pipes performing Danny Boy.

ADJOURNMENT

Meeting adjourned at 7:57 pm.

File Attachments for Item:

3. Consent Calendar consisting of August 10, 2022 through August 23, 2022:

Payroll EFT's in the amount of \$49,834.75

Claims Checks #30811 through #30843 and EFT's in the amount of \$79,650.64 for a grand total of \$129,485.40

Liquor Cannabis License: 1776 Tenino Bar, LLC

Recommended Action: Move to approve the consent calendar as presented.

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
 License Division - P.O. Box 43098
 Olympia, WA 98504-3098
 Customer Service: (360) 664-1600
 Fax: (360) 753-2710
 Website: <http://lcb.wa.gov>

TO: 3400R OF TENINO/CITY OF TENINO
 RE: NEW APPLICATION

RETURN TO: localauthority@sp.lcb.wa.gov
 DATE: 8/15/22

UBI: 604-871-295-001-0001

License: 419017 - 20 County: 34
 Tradename: 1776

APPLICANTS:

1776 TENINO BAR, LLC

Loc Addr: 237 SUSSEX AVE W
 TENINO WA 98589-9360

JADE, JOHNSON LYNN
 1992-08-28

Mail Addr: 5727 201ST AVE SE
 TENINO WA 98589-9118

JOHNSON, ROSS
 1987-10-12

Phone No.: 253-202-8254 JADE JOHNSON

Privileges Applied For:

- Curbside/Delivery Endorsement
- Cocktails/Wine To-Go
- SPIRITS/BR/WN REST LOUNGE +

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you **need information on SSN, contact our CHRI desk at (360) 664-1724.**

- | | YES | NO |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

4.

File Attachments for Item:

4. Ritter Street Improvements Supplemental Agreement and Amendment No. 2

Recommended Action: Review and approve Ritter Street Supplemental Agreement and Amendment No. 2



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

AMENDMENT NO. 2

This Amendment No. 2 modifies Authorization 2021-001 for Engineering Services (Agreement) between Gibbs & Olson, Inc. (Engineer) and the City of Tenino, Washington (Client) executed on October 12, 2021, and previously amended with Amendment No. 1 executed on March 16, 2022, for a project known as the Ritter Street Waterline Replacement.

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 the following estimating phase architectural/engineering services for the project. The following specific tasks are added to the Engineer's Scope of Work:

CONSTRUCTION PHASE ENGINEERING SERVICES

The following modifications are made to the Agreement and all other terms and conditions in the original Agreement remain in full force and effect.

1. The project completion time is changed to December 31, 2022.
2. The Engineer's Scope of Work is modified to additional construction phase engineering services as described in the attached Exhibit A - Scope of Work
3. The Engineer's Budget is modified to provide compensation for the additional Scope of Work as presented below and as detailed in the attached Exhibit B - Budget Estimate.
4. Construction is anticipated to begin on or about August 22, 2022, and is scheduled for completion by October 24, 2022.

BUDGET

The budget for the additional Scope of Work above is \$27,300.

Original Agreement Amount.....	\$5,000.00
Amendment No. 1.....	\$1,000.00
<u>Amendment No. 2`.....</u>	<u>\$27,300.00</u>
Total Agreement Amount.....	\$33,300.00

GIBBS & OLSON, INC.

CITY OF TENINO, WASHINGTON

By: Richard A. Gushman
Richard A. Gushman, President

By: _____
Wayne Fournier, Mayor

Date: August 12, 2022

Date: _____

Attachments:

Exhibit A - Scope of Work

Exhibit B - Budget Estimate

File: 0751.1371a

**AMENDMENT NO. 2
TO
AUTHORIZATION FOR ENGINEERING SERVICES NO. 2021-001
EXHIBIT A
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 one 10-hour trip is budgeted for waterline 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. 20% of the RPR's time is budgeted for Schedule B waterline construction and the remaining 80% of the RPR's time is budgeted for Schedule A road 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.

Authorization 2021-001- Amendment No. 2 - Exhibit B - Budget - Construction Phase Engineering Services
 Ritter Street Waterline Improvements - Tenino, WA
 Gibbs & Olson, Inc.

Project Tasks	Prin.	Eng VI	Eng V	Eng III	Eng II	Inspector	2 Man Survey	Sr. Land Surveyor	Word Proc.	Total
Project Management, Administration & Meetings										\$4,742
Construction Management and Administration	4	0	6	4	2	0	0	0	1	\$2,816
Pre-construction Meeting	0	0	0	2	2	2	0	0	0	\$780
Construction Progress Meetings	0	0	2	2	4	0	0	0	0	\$1,146
Construction Phase Engineering Services										\$20,822
Construction Staking	0	0	0	2	0	0	10	6	0	\$3,040
Compaction Testing	0	0	0	2	2	0	0	0	0	\$540
Interpretations, Clarifications, Const. Oversight and Documentation	2	2	1	4	12	80	0	0	2	\$12,857
Shop Drawing/Submittal Review	0	2	1	4	8	0	0	0	0	\$2,141
Pay Estimates	0	0	1	2	4	0	0	0	0	\$973
Substantial Completion/Final Completion/Project Closeout	0	0	1	1	1	2	0	0	1	\$761
Record Drawings	0	0	0	1	1	2	0	0	0	\$510
Subtotal	6	4	12	24	36	86	10	6	4	\$25,564
Mileage - 1,100 @ \$0.625/mile										\$690
GPS Equipmt - 2 units x \$35/hr/unit x 6 hrs/unit										\$420
Reproduction & Misc. Expenses										\$326
Total Expenses										\$1,436
Amendment No. 2 Estimated Total Budget Amount										\$27,000
Original Contract Amount										\$5,000
Amendment No. 1 Amount										\$1,000
Total Contract Amount with Amendment No. 2										\$33,000
2022 Billing Rates	\$220	\$184	\$173	\$140	\$130	\$120	\$195	\$135	\$78	