

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, January 23, 2024 at 6:30 PM

Agenda

WORK SESSION

1. 6:30 pm Review of 1/23/2024 Council Agenda
Discussion of 2/13/2024 Council Draft Agenda
2. Discuss Fencing park rocks.
3. Discuss Wastewater Treatment Plant
4. Budget Discussion
5. Council Retreat Recap-Discussion Only
6. Staff Pay Increase Discussion

CALL TO ORDER

AGENDA APPROVAL

7. Agenda for the Regular Meeting of the 1/23/24.
Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

8. Meeting Minutes for 1/9/2024
Recommended Action: Motion to approve 1/9/2024 meeting minutes as presented.

CONSENT CALENDAR

9. Consent Calendar consisting of January 10, 2024 through January 23, 2024

Payroll EFT's in the amount of 36,051.60 and Claims Checks #32051 through #32093 in the amount of \$95,145.35 for a grand total of \$131,196.95

Liquor Cannabis License: Three Amigos, Tenino VFW, Landmark Tavern

Excusal of Councilmember Jason Lawton.

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

EXECUTIVE SESSION

PRESENTATIONS

10. Presentation by Tenino School District Superintendent Clint Endicott

Recommended Action: None, Presentation only.

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

OLD BUSINESS

NEW BUSINESS

[11.](#) Ag Park Change Order #1 for North Building Electrical

Recommended Action:

[12.](#) Tenino Farmers Market Fee Waiver Request

Recommended Action: Motion to waive fee for the Tenino Farmers Market for the 2024 Season.

[13.](#) Park Master Plan Update Agreement

Recommended Action: Motion to approve park Master plan update agreement.

[14.](#) Consultant Agreement for Park Ave. This Agreement is for Gibbs & Olson to be the Agency to oversee the Park Ave Overlay project.

Recommended Action: Motion to approve agreement.

RESOLUTIONS

ORDINANCES

REPORTS

15. 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) South Thurston Fire

7) Library

8) Museum

9) Tenino Community Service Center

16. 1) Civil Service Commission
 - 2) Façade Improvement Grant Review Committee
 - 3) Finance Committee
 - 4) Planning Commission
 - 5) Public Safety Committee
17. 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
18. 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) Thurston County Commissioner's Office
 - 8) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

9. Consent Calendar consisting of January 10, 2024 through January 23, 2024 Payroll EFT's in the amount of 36,051.60 and Claims Checks #32051 through #32093 in the amount of \$95,145.35 for a grand total of \$131,196.95

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Excusal of Councilmember Jason Lawton.

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



Washington State
Liquor and Cannabis Board

, Olympia WA 98504-3098, (360) 664-1600

RECEIVED

JAN 10 2024

CITY OF TENINO

MAYOR OF TENINO/CITY OF TENINO
PO BOX 4019
TENINO, WA 98589



**Washington State
Liquor and Cannabis Board**

PO Box 43098

Olympia WA 98504-3098, (360) 664-1600
www.lcb.wa.gov Fax #: (360) 753-2710

January 06, 2024

Dear Local Authority:
RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time, you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at localauthority@sp.lcb.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIR 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 01/06/2024

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF TENINO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20240430

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 . THREE AMIGOS LLC	DON JUAN'S MEXICAN KITCHEN 639 E LINCOLN AVE STE 1 & 2 TENINO WA 98589 0000	083922	SPIRITS/BR/WN REST SERVICE BAR
2 . VETERANS OF FOREIGN WARS GEORGE PENDARYTS POST NO. 5878	VETERANS OF FOREIGN WARS POST 5878 287 SUSSEX ST TENINO WA 98589 0000	369264	PRIVATE CLUB - SPIRITS/BEER/WINE
3 . LANDMARK TAVERN LLC	LANDMARK TAVERN 313 SUSSEX AVE W TENINO WA 98589 9343	353746	SPIRITS/BR/WN REST LOUNGE - KEGS TO GO

Consent Calendar for January 10, 2024 through January 23, 20245 consisting of:

- **Payroll EFT's in the amount of \$36,051.60**
- **Claims Checks #32051 through #32093 in the amount of \$95,145.35.**

for a grand total of \$131,196.95

a) Liquor & Cannabis License:

CHECK REGISTER

City Of Tenino

Time: 13:38:13 Date: 01/23/2024

01/10/2024 To: 01/23/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
246	01/23/2024	Claims	5	32088	Visitor & Conv Bureau of Thurston Co	5,000.00	
247	01/23/2024	Claims	5	32089	Wells Fargo Vendor Fin Serv	1,124.73	
248	01/23/2024	Claims	5	32090	Paula Willadsen	225.00	
249	01/23/2024	Claims	5	32091	Wilson Parts Corporation	113.80	
250	01/23/2024	Claims	5	32092	Lisa Zinza	150.00	
251	01/23/2024	Claims	5	32093	Zumar Industries	2,784.43	
						001 General Government Fund #001	63,194.27
						002 Quarry Pool Fund #002	256.27
						101 City Street Fund #101	20,399.57
						310 Municipal Capital Imp Fund 310	18,050.63
						401 Water Fund	5,528.02
						410 Sewer Fund	21,333.19
						421 Sewer Capital Improvement Fund	2,435.00
						<hr/>	
						Claims:	95,145.35
						* Transaction Has Mixed Revenue And Expense Accounts	131,196.95
						Payroll:	36,051.60

WE, the members of the City Council of the City of Tenino, Thurston County, Washington, DO
 HEREBY certify that the merchandise or services listed above have been received and that the above
 listed vouchers and the related checks have been reviewed and approved for payment by the Tenino City
 Council.

DATED this _____ day of _____ 2024.

 Clerk/Treasurer

 Mayor

 Councilmember

 Councilmember

 Councilmember

 Councilmember

 Councilmember

CHECK REGISTER

City Of Tenino

Time: 13:38:13 Date: 01/23/2024

01/10/2024 To: 01/23/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
159	01/20/2024	Payroll	5	EFT	Robert A Auderer	2,785.67	
160	01/20/2024	Payroll	5	EFT	Veronica A Barnes	1,834.26	
161	01/20/2024	Payroll	5	EFT	Troy LK Cannon	2,970.52	
162	01/20/2024	Payroll	5	EFT	Rene Durand	2,142.80	
163	01/20/2024	Payroll	5	EFT	Brent L Gibbs	2,971.56	
164	01/20/2024	Payroll	5	EFT	Drew Johnson	3,522.86	
165	01/20/2024	Payroll	5	EFT	Aaron Lee	2,815.38	
166	01/20/2024	Payroll	5	EFT	Patrick H Maguire	2,090.84	
167	01/20/2024	Payroll	5	EFT	Alec C McClelland	2,974.64	
168	01/20/2024	Payroll	5	EFT	Cole Plaja	1,867.80	
169	01/20/2024	Payroll	5	EFT	Jason M Plaja	2,768.85	
170	01/20/2024	Payroll	5	EFT	Jessica Reeves-Rush	1,599.48	
171	01/20/2024	Payroll	5	EFT	Maria Rodriguez	1,883.84	
172	01/20/2024	Payroll	5	EFT	Jennifer N Scharber	2,591.64	
173	01/20/2024	Payroll	5	EFT	Courtney N Sheldon	1,231.46	
209	01/23/2024	Claims	5	32051	ALS Group USA, Corp	482.00	
210	01/23/2024	Claims	5	32052	Blue to Gold, LLC	990.00	
211	01/23/2024	Claims	5	32053	Capital Industrial Inc.	972.67	
212	01/23/2024	Claims	5	32054	Cintas Corporation	136.21	
213	01/23/2024	Claims	5	32055	City of Napavine	15,445.46	
214	01/23/2024	Claims	5	32056	DMCJA	300.00	
215	01/23/2024	Claims	5	32057	Daily Journal Of Commerce	539.40	
216	01/23/2024	Claims	5	32058	Renee Frank	150.00	
217	01/23/2024	Claims	5	32059	Gibbs & Olson Inc	15,126.42	
218	01/23/2024	Claims	5	32060	Joyce Grubb	150.00	
219	01/23/2024	Claims	5	32061	Vicki Gubbe	150.00	
220	01/23/2024	Claims	5	32062	H D Fowler Co	308.44	
221	01/23/2024	Claims	5	32063	Interstate Batteries of Olympia	327.96	
222	01/23/2024	Claims	5	32064	Joe Enbody	1,400.00	
223	01/23/2024	Claims	5	32065	Amanda Jones	100.00	
224	01/23/2024	Claims	5	32066	Josh Kays	250.00	
225	01/23/2024	Claims	5	32067	Kidder Matthews, Inc.	750.00	
226	01/23/2024	Claims	5	32068	Kamerrer & Bogdanovich P Law, Lyman, Daniel,	344.50	
227	01/23/2024	Claims	5	32069	Les Schwab Tires (Tumwater)	1,545.60	
228	01/23/2024	Claims	5	32070	Mountain Mist Water	59.57	
229	01/23/2024	Claims	5	32071	Mountian Stone AGG	1,135.37	
230	01/23/2024	Claims	5	32072	Nisqually Indian Tribe	110.00	
231	01/23/2024	Claims	5	32073	Peak Software Systems, Inc	3,079.75	
232	01/23/2024	Claims	5	32074	Pitney Bowes Global Financial Svcs	518.55	
233	01/23/2024	Claims	5	32075	Platt Electric Supply	101.02	
234	01/23/2024	Claims	5	32076	BusinessOffice Providence	32.00	SeptOctNov2023
235	01/23/2024	Claims	5	32077	Puget Sound Energy	4,881.71	
236	01/23/2024	Claims	5	32078	Quill	506.39	
237	01/23/2024	Claims	5	32079	Right Systems Inc	9,630.30	
238	01/23/2024	Claims	5	32080	SCJ Alliance	9,354.75	
239	01/23/2024	Claims	5	32081	South Sound Interpreting & Srvc	89.65	
240	01/23/2024	Claims	5	32082	TRPC	2,098.00	
241	01/23/2024	Claims	5	32083	Tenino Marketfresh	539.24	
242	01/23/2024	Claims	5	32084	The Glass Guy	377.30	
243	01/23/2024	Claims	5	32085	Thurston Co Auditor	1,322.14	
244	01/23/2024	Claims	5	32086	USA BlueBook	11,627.93	
245	01/23/2024	Claims	5	32087	Verizon Wireless (Cell)	815.06	

File Attachments for Item:

11. Ag Park Change Order #1 for North Building Electrical

Recommended Action:

CHANGE ORDER

(Instructions on reverse side)

No. 1

PROJECT: Tenino Ag Park North Building - Electrical

DATE OF ISSUANCE: January 23, 2024 EFFECTIVE DATE: January 24, 2024

OWNER: City of Tenino

OWNER's Contract No.: N/A

CONTRACTOR: Travers Electric, Inc.

ENGINEER: Gibbs & Olson, Inc.

You are directed to make the following changes in the Contract Documents.

Include a fire alarm that meets the following: The Fire Alarm system shall be Bidder design using a Silent Knight Honeywell Brand system, complying with NFPA 72, state and local codes for Protected Premises Signaling Systems. Substitutions of the specified Fire Alarm system will not be allowed. The installation company shall employ NICET (minimum Level II Fire Alarm Technology) technicians on site. The design shall be performed by a NICET Level III designer. Installation and design to include Electrical Metallic Tubing (EMT) conduit system where exposed, all devices, back boxes and wiring required for a complete and operable system based on construction drawings through design drawings, permits, pre-testing and acceptance testing to be included.

Reason for Change Order: The work fits better with this contract.

This change order includes all direct and indirect costs for labor, equipment, materials and the time required for completion of the work described delivered to the Owner ready for use.

Attachments: (List documents supporting change) : Travers Electric change order proposal

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ <u>362,135.00</u>	Substantial Completion: <u>150 calendar days</u> Ready for final payment: <u>180 calendar days</u> days or dates
Net changes from previous Change Order No. <u> </u> to No. <u> </u>	Net changes from previous Change Order No. <u> </u> to No. <u> </u>
\$ <u>N/A</u>	<u>N/A</u> days
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ <u>362,135.00</u>	Substantial Completion: <u>150 Calendar days</u> Ready for final payment: <u>180 calendar days</u> days or dates
Net Increase of this Change Order	Net Increase (decrease) of this Change Order
\$ <u>35,294.65</u>	<u>0</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ <u>397,429.65</u>	Substantial Completion: <u>150 calendar days</u> Ready for final payment: <u>180 calendar days</u> days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: Michael E. Hummel
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: January 11, 2024

Date: _____

Date: 1-10-2024

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.


Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

File Attachments for Item:

12. Tenino Farmers Market Fee Waiver Request

Recommended Action: Motion to waive fee for the Tenino Farmers Market for the 2024 Season.

	<p align="center">City of Tenino <u>Parades/Special Events Application</u></p> <p align="center">149 S Hodgden St. South P O Box 4019 Tenino, WA 98589 (360) 264-2368</p>
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Organization: Tenino Farmers Market
Contact Person: Nancy Dwyer
Address: 139 Ritter St N
Telephone 360 480 1583 Fax _____
Email ~~coffee~~ market@teninofarmersmarket.org

It is respectfully requested that a special event permit be issued to the above-named organization.
The following items of information are submitted:

- (1) Purpose of the special event/exhibition is: Farmers Market
- (2) Description of organizing group: Tenino Farmers Market
- (3) Date and time of special event/exhibition: every Saturday May-Sept
- (4) There will be an estimated ___ persons, ___ animals, ___ floats, and ___ motor vehicles participating or engaging in the special event/exhibition.
- (5) Place, area, route or location, as applicable to the special event/exhibition: (Please attach a map or describe)
Olympia St.- from Sussex to Central

(6) What portion of the sidewalks and streets indicated will be occupied by the special event/exhibition: Entire street & sidewalks

- (7) Please provide 3 references and dates of last 3 events/exhibitions:
- 1) This is the 20th year!
 - 2) _____
 - 3) _____

(8) Are any temporary structures going to be erected? Yes ___ No If yes, you must attach plans indicating clearly the (a) type of construction, (b) seating arrangements, (c) aisle arrangements, (d) structural details and calculations of the seats and supports and (e) location of all exits.

(9) Is any open flame going to be used within the structure? Yes ___ No X If yes, what precautions are to be taken to render it safe? _____

(10) What provisions have been made for sanitary facilities for persons using the premises?
porta potty onsite - hand washing stations

(11) Will you deposit with the City Clerk at or before the time of the special event/exhibition a surety or cash bond for \$500.00 (Ordinance # ___) conditioned upon holding the City harmless from all liabilities or causes of action? Yes ___ No has always been waived

(12) Will you furnish evidence to the City Clerk at or before the special event/exhibition that a public liability insurance policy in the amount of not less that \$50,000 for one person and \$300,000 for any one accident will be in effect during the time the structure is to be occupied as a place of assembly? Yes ___ No ___ insurance on file

(13) The undersigned has authority to execute this application and the requesting organized group, unincorporated association of persons, partnership or corporation promises and agrees to abide by all the terms and conditions of the special event/exhibition permit issued, and to abide by all the rules and regulations of the City of Tenino.

(14) The undersigned agrees to abide by the laws of the State of Washington and the Laws and Ordinances of the City of Tenino, and further agrees to hold the City of Tenino, their elected officials and their employees or agents harmless and to indemnify them from any and all claims or causes of action arising by reason of the negligent acts or omissions by the individual stated herein or their agents with respect to their usage of city property and participation in this event. Said individual also assumes all legal responsibility for their own negligence or omissions in regard to other participants in this event.

Nancy Burger
Signature of Applicant

Together with any supplementary information as may be required by the City of Tenino, this form must be filed with the office of the City Clerk, (Mailing - P.O. Box 4019, Tenino, WA 98589) 149 S. Hodgden Street, Tenino, WA 98589 not less than 60 days prior to the special event/exhibition date to insure proper processing.

Please answer all questions. If they do not apply, put N/A. Thank You.

Department approvals:

Administration: David Watterson Finance: _____

Police: [Signature]

PARC: [Signature]

Public Works: [Signature]

Clerk Treasurer: [Signature]

Tenino Farmers Market

Saturdays 10am to 3pm | May thru September



Market Season, 2024

Tenino City Council;

The Tenino Farmers Market is requesting your consideration to approve the use of Olympia Street for our 2024 market season and to waive the Special Event fee. This would include the Market having the use of the street for Oregon Trail Days. We thank the City Council and appreciate that you approved our request for the past seven years.

Tenino Farmers Market staff are responsible for posting the street closure signs every market Saturday, requiring no assistance from city staff.

We had 22 markets in 2023 with 37 vendors (including nonprofit and community booths) with an average of 21 vendors per market day. The average customer attendance was 613.

Our total vendors and annual sales have increased and remained strong since being on Olympia Street.

We are excited that we grow and improve every year. We are appreciative of the City of Tenino for creating this space for us and helping us to be successful. This will be our 20th year. With increased visibility and advertising, we continue to attract many and new visitors to the Tenino area.

Timberland Bank sponsorship allows the market to provide \$4 Healthy Eating coupons to low-income seniors, and to all children who visit the market. The market also participates in the WIIC and Farmers Market Nutrition Programs, and we accept and provide matching dollars for SNAP/EBT cards. These programs have grown every year.

Thank you for your consideration to our request. We look forward to the upcoming market season and the continued support of the city.

Respectfully,

Nancy Dwyer, Tenino Farmers Market Board Member-at-large



Established 2005

Tenino Farmers Market Board

John Kesting, President

Shelly Brown, Vice President

Veronica Meyer, Secretary

PHoebe Kesting, Treasurer

Nancy Dwyer, Member At Large

Cassandra Baines, Member At Large

Nancy Wigley, Member at Large

Sherry Ritter Bachmann, Advisor

Tenino Farmers Market Manager

Searching for a new Market Day Manager

Tenino Farmers Market Management Team

Mitch Broadbent, Site Manager

John Kesting, Farmer/Producer Vendor Representative

Sherry Ritter Bachmann, Crafter/Artisan Vendor Representative

File Attachments for Item:

13. Park Master Plan Update Agreement

Recommended Action: Motion to approve park Master plan update agreement.

Exhibit A**Tenino City Park Master Plan Update****Scope of Work**

This assignment includes the work to be performed by Robert W. Droll, Landscape Architects, PS (hereinafter RWD) for Tenino City Park (Project) on behalf of the City of Tenino (hereinafter Client). It is understood this Project's Goal is to accomplish two Task Orders.

1. Prepare Master Plan Update Graphic for Tenino City Park
2. Prepare Site Plan and Estimate of Probable Costs of Field 2 for a RCO Grant Application

Basis of Proposal

This Scope of Services and Fee Proposal is based upon written documentation provided by, and discussions with Mayor David Watterson and Jessica Reeves-Rush, City of Tenino P.A.R.C Specialist. It is the intent of this assignment to provide a Master Plan graphic document of the Park Core, the entire park, and of Field 2 to scale. In addition, Client seeks a detailed cost estimate for the renovation of Baseball Field 2. All of these Deliverable Products will be utilized to guide the planning of Tenino City Park and to aid in the preparation of RCO Grants. It is understood that the deliverable graphics will be drawn to scale, however, the graphics will be drafted over an aerial survey rather than a Design Survey of the park. All graphics will be provided to the Client in poster sized hard copy and electronic format (poster size and 11x17).

RWD will provide the Scope of Services as defined herein.

Task 1 Master Plan Update**Task 1.01 Site Visit**

RWD will visit the site with the Client and take note of the recent park improvements and the existing park improvements. This will help RWD graphically update the master plan document and define the park improvements the Client seeks.

Task 1.02 Update Master Plan Graphic for Park Core

RWD will prepare the master plan graphic update reflecting recent park improvements and new improvements the Client seeks. This graphic will focus on the Park Core.

Task 1.03 Prepare Master Plan Graphic for Entire Park

RWD will prepare the master plan graphic illustrating how the future acquisition of 60 acres can support the recreation goals of Tenino City Park.

Task 1.04 Prepare Site Plan Graphic for Field 2

RWD will prepare a detailed Site Plan for Field 2 illustrating Field 2's improvements.

Task 1.05 Prepare Estimate of Probable Cost for Field 2

RWD will prepare a detailed itemized Estimate of Capital Cost for the Field 2 improvements. Estimates will include construction cost items, taxes, contingency, A/E services, and escalation to the Client's defined construction year. It is understood the estimates will reflect the design maturity of the Project.

Task 1.06 Client Review

After completion of Task 1.03, RWD and Client will meet with the Client to review desired improvements for Field 2.

Task 1.07 Project Management

Manage the project progress & direction, communications with Owner, review items provided by others, provide project administration.

Additional, Excluded Services

Specific items that are not within the scope of work/services include, but are not limited to, the following. RWD can provide these services at an additional cost.

- Design Survey
- Biological Baseline Characterization
- Wetland or Critical Area Report
- Full Geotechnical Investigation & Report
- Traffic Studies, Traffic Impact Analysis
- Stormwater Drainage report/studies/design other than as described herein
- Biological Evaluation
- Maintenance Cost projections
- Landscape Architectural, Architectural, Mechanical, Electrical, Civil or Structural engineering services other than as described herein
- 30%, 65%, 95% & 100% Plans, Estimate and Specifications, Bidding Services or Construction Services for On-site and Off-site improvements
- Observation Services of any on-site or off-site, mitigation and building improvements other than defined in the Scope of Services
- Legal Descriptions of easements, Rights-of-Ways, etc.
- Web-site preparation and hosting, visual impact analysis, photo-simulations,
- SITES or LEEDS accreditation
- Tree valuation, Tree removal quantity count
- Noise Studies, Air Quality Studies
- Boundary and ALTA Surveys
- Public Meeting attendance
- Stream or Ordinary High-Water Mark delineation, Wetland, Wildlife, Habitat & Fisheries investigations & Impact Analysis other than as described herein
- Grant Writing, graphics, & applications other than listed herein
- SEPA, JARPA, any environmental or regulatory permitting
- Hydrogeologic Report, Hydrology Studies, Environmental Studies, Water Quality Testing & Monitoring
- Visual Impact Analysis
- Cultural Resources investigations & monitoring, Heritage Documentation Programs, other than defined herein

Professional Fee

Professional Fees to accomplish the Scope of Services are shown on Exhibit B. RWD will perform the Scope of Services defined herein on a Lump Sum Basis.

Client Responsibilities

Client shall provide the documentation of recent and intended park improvements. Should RWD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

Exhibit B - Tenino City Park Master Plan Update Fee

City of Tenino			Principal		Landscape Architect		Clerical	
#	Task	Task Total	hrs.	subtotal	hrs.	subtotal	hrs.	subtotal
1.00	Master Plan & Grant Support							
1.01	Site Visit	\$ 1,160.00	4	\$ 680.00	4	\$ 480.00		\$ -
1.02	Update Master Plan Graphic for Park Core	\$ 4,180.00	2	\$ 340.00	32	\$ 3,840.00		\$ -
1.03	Prepare Master Plan Graphic for Entire Park	\$ 1,920.00		\$ -	16	\$ 1,920.00		\$ -
1.04	Prepare Site Plan Graphic for Field 2	\$ 1,920.00		\$ -	16	\$ 1,920.00		\$ -
1.05	Prepare Estimate of Probable Costs for Field 2	\$ 2,600.00	4	\$ 680.00	16	\$ 1,920.00		\$ -
1.06	Client Review	\$ 1,160.00	4	\$ 680.00	4	\$ 480.00		\$ -
1.07	Project Management	\$ 2,440.00	8	\$ 1,360.00	8	\$ 960.00	2	\$ 120.00
	Master Plan Subtotal	\$ 15,380.00		\$ 3,740.00		\$ 11,520.00		\$ 120.00
	Direct Expenses	\$ 200.00						
	Professional Master Plan Services Total	\$ 15,580.00						

Standard Contract Provisions

1. Acceptance & Authorization to Proceed

This Authorization is binding upon the firm of Robert W. Droll, Landscape Architect, PS (RWD) for a period of one hundred and fifty days. The signature of the CLIENT, or their agent, at the place indicated, shall constitute acceptance of the provisions of this Authorization. Signing this form shall be construed as authorization by CLIENT for RWD to proceed with the work, unless otherwise provided for in the authorization.

2. Standard Hourly Fees

RWD's fees and direct expenses shall be those as published in this proposal, which are charged for work performed on Client's project by RWD employees of the indicated classifications.

3. Estimated Fees

Fees are estimated unless indicated as fixed or lump sum fees. If fees are estimated, any estimate of fees given shall be considered an approximation of the average cost of this type of job, and shall not be considered as a quotation to determine the final billing price of this Authorization, unless so stated. If the preliminary work indicates the estimated fees are 30% low for estimates over \$5000.00 or less, or 20% low for estimates over \$5000.00, the CLIENT will be notified immediately. If reimbursable expenses are included in the proposal, they shall be those costs incurred directly on or for the Client's project, including but not limited to transportation costs, including, mileage at RWD's current rate when its vehicles are used, meals and lodging, computer service, telephone, printing, reproduction, reprographics and binding charges. Reimbursement of these expenses shall be on the basis of actual charges when furnished by commercial sources plus a ten per cent (10%) RWD administration fee and on the usual commercial charges when furnished by RWD, unless noted otherwise in this proposal. Additional charges will be made for any changes, alterations, or extras deviating from the original instructions.

4. Change in Scope of Work

If the CLIENT requires changes to an approved design, program or scheme, or requires additional services beyond those listed, costs of such changes and services will be negotiated at time change is requested. Service will be performed only after a further Authorization for Services has been executed by both parties.

5. Outside Services

All necessary outside services, including but not limited to legal services, materials, sampling and testing, special printing or graphics, professional or technical consultants, etc., which are required for proper completion of the work will be billed at actual direct costs plus a fee of fifteen percent (15%), unless specifically provided otherwise under SCOPE OF WORK.

6. Invoicing

Monthly invoices will be issued by RWD for all work performed under the terms of this agreement, invoices are due and payable on receipt. Finance charges, computed by a "Periodic Rate" of 1 1/2% per month, which is an annual percentage rate of 18% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due accounts, unless otherwise provided by law of this Authorization.

7. Legal Expenses & Costs

If CLIENT defaults on any obligation hereunder, RWD may retain legal counsel to assist in collection. Client agrees to pay the costs thereof. If legal action is commenced regarding this Authorization, the prevailing party is entitled to recover its reasonable attorney's fees, costs, disbursements, and expert witness fees. If execution on judgment occurs, the moving party is also entitled to the above expenses associated with the execution. Any such supplemental expenses shall be determined upon submission of a cost bill.

8. Venue of Jurisdiction

In the event of any legal litigation, the venue of jurisdiction is agreed to exist in Thurston County, Washington Superior Court.

9. Opinion of Probable Construction Cost

Any construction cost estimates provided by RWD will be on a basis of experience and judgment, but since RWD has no control over market conditions, or bidding procedures, RWD cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

10. Proprietary Rights

All drawings, calculations concepts and related items as instruments of service remain the property of RWD and may not be utilized other than as noted under SCOPE OF SERVICES, unless specifically authorized in writing.

11. Professional Standards

RWD shall be responsible to the level of competency presently maintained by other practicing professionals in the same type of work in Client's community for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications and other work and materials furnished under this Authorization. RWD shall supervise and direct the work using its best skill and attention, shall enforce strict discipline and good order among its employees and shall not employ, on the job, any person unfit or unskilled for the task assigned.

12. Limits of Liability

RWD's liability to the CLIENT for any cause or combination of causes, in the aggregate, limited to an amount no greater than the fee earned under this agreement.

13. Liens

RWD will keep the Client's premises free from all liens arising from labor and materials furnished to RWD by others. Nothing herein shall prevent RWD from the timely filing of liens on its behalf to secure payment of funds due under this Authorization.

14. Termination

This Authorization may be terminated by either party by giving ten (10) days written notice to the other party. If this agreement is terminated, RWD shall be paid at the time of termination for services performed to that date including reimbursable expenses due, plus termination expenses. Termination expenses are defined as fifteen percent (15%) of the total fee for services earned to the time of termination to account for costs incurred in rescheduling, reassignment of personnel, and related costs incurred due to termination.

15. Arbitration

At the request of RWD, any claims, disputes and other matters in relations to this Authorization may be decided by arbitration under the rules of the American Arbitration Association then obtaining. Arbitration relating to this Authorization may include only the parties to this Authorization.

16. Notice

This signed Authorization will serve as the written notice of RWD's right to lien under the applicable Washington Revised Statutes.

File Attachments for Item:

14. Consultant Agreement for Park Ave. This Agreement is for Gibbs & Olson to be the Agency to oversee the Park Ave Overlay project.

Recommended Action: Motion to approve agreement.



Transportation Improvement Board (TIB) Consultant Agreement

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

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. 2-W-977(002)-1	City of Tenino
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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 D-1 - Budget
 City of Tenino
 Park Avenue Overlay
 January 17, 2024

Task Description	Principal	Engr. V	Engr. III	Engr. II	Engr. I	Tech II	Word Processor	Sr. LS	LS	1MSC	2 Man SC	Total Budget
Project Management & Administration												
Topographic Survey	2	4	16	4	0	0	2	0	0	0	0	\$1,451.00
Preliminary Design Phase	0	0	0	2	0	0	0	6	16	10	22	\$404.00
50% Design Drawings & Opinion of Cost	0	2	6	34	66	8	0	0	0	0	0	\$4,508.50
Roadway	0	2	4	32	64	8	0	0	0	0	0	\$4,250.00
Preliminary Design Review Meeting	0	2	4	32	64	8	0	0	0	0	0	\$4,250.00
Final Design Phase	1	6	14	52	100	8	10	0	0	0	0	\$1,504.00
Meeting with City (virtual)	0	0	2	2	2	0	0	0	0	0	0	\$258.50
Preparation PS&E Documents	1	6	12	50	98	8	10	0	0	0	0	\$7,245.50
90% Design Drawings & Opinion of Cost	0	2	4	24	48	6	0	0	0	0	0	\$3,269.00
90% Specifications	0	1	4	8	16	0	6	0	0	0	0	\$1,344.50
100% Design Documents & Opinion of Cost	1	2	2	12	24	2	0	0	0	0	0	\$1,744.00
100% Specifications	0	1	2	6	10	0	4	0	0	0	0	\$888.00
Bid Ad and Award	1	4	4	12	18	0	4	0	0	0	0	\$1,798.50
Assist in Advertisement for Bids	0	1	1	2	2	0	2	0	0	0	0	\$325.25
Respond to Contractor Questions	1	1	1	2	4	0	0	0	0	0	0	\$422.75
Issue Addenda (2)	0	1	1	2	4	0	0	0	0	0	0	\$340.25
Attend Bid Opening	0	0	0	4	4	0	0	0	0	0	0	\$314.00
Review Bids and Prepare Recommendation of Award	0	1	1	2	4	0	2	0	0	0	0	\$396.25
Hours Subtotal	4	16	40	104	184	16	16	6	16	10	22	
Total Direct Salary Costs	\$330.00	\$984.00	\$2,030.00	\$4,472.00	\$6,532.00	\$552.00	\$448.00	\$318.00	\$672.00	\$325.00	\$1,364.00	\$15,666.00
Overhead @ 148.31%	\$489.42	\$1,459.37	\$3,010.69	\$6,632.42	\$9,687.61	\$818.67	\$664.43	\$471.63	\$996.64	\$482.01	\$2,022.95	\$23,234.24
Fixed Fee @ 30%	\$99.00	\$295.20	\$609.00	\$1,341.60	\$1,959.60	\$165.60	\$134.40	\$95.40	\$201.60	\$97.50	\$409.20	\$4,699.80
Total Labor Costs	\$918.42	\$2,738.57	\$5,649.69	\$12,446.02	\$18,179.21	\$1,536.27	\$1,246.83	\$885.03	\$1,870.24	\$904.51	\$3,796.15	\$43,600.04
Mileage												\$425.00
GPS Equipment @ \$35/Hr/Unit												\$1,540.00
Reproduction												\$250.00
Miscellaneous Expenses												\$684.96
Total Expenses												\$2,899.96
TOTAL ESTIMATED BUDGET												\$46,500.00

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

Description	Financial Stmt Amount
Direct Labor Base	<u>\$1,294,151</u>
Indirect Costs	
Fringe Benefits:	
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
Total Fringe Benefits	<u>\$758,632</u>
General Overhead Expenses:	
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
Total General Overhead	<u>\$1,154,033</u>
Total Indirect Costs & Overhead	<u>\$1,912,665</u>
Indirect Cost Rate (Less FCCM)	147.79%
Facilities Capital Cost of Money (FCCM)	0.52%
Indirect Cost Rate (Includes FCCM)	<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.