



Elma City Work Session

Monday, May 23, 2022 – 6:15 PM

In-Person Meeting

202 W Main Street

Elma, WA 98541

Agenda

Call to Order

Roll Call:

Councilmembers Pat Miller, Bethany Whipple-Boling, John Heater, Mike Cooper, Josh Collette, and Mayor Jim Sorensen

Staff: Chief Sue Shultz, Jim Starks, Wendy Collins, Chief Adam Fulbright, Joe Chrystal, and Chris Coker

Old Business

1. Mission Statement

Discussion

Next Meeting

Council Meeting, TUESDAY, June 21, 2022, 6:00 PM (Summer Schedule). Due to the Juneteenth Holiday, the meeting will be held on Tuesday.

Adjourn

Adjournment

Join Zoom Meeting

<https://us02web.zoom.us/j/9719507224?pwd=TVg4YkpmZUFLTXVjWktOcF1JVmQxUT09>

Meeting ID: 971 950 7224

Passcode: E1ma

One tap mobi1e

+12532158782,,9719507224#,,,,*379551# US (Tacoma)

+13462487799,,9719507224#,,,,*379551# US (Houston)

Meeting ID: 971 950 7224

Passcode: 379551

Find your loca1 number: <https://us02web.zoom.us/j/9719507224>

The City of Elma Council reserves the right to take action on any item placed on the agenda regardless of the manner in which it is stated.

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.

The City of Elma is an equal opportunity provider and employer.

La ciudad de Elma es un proveedor de igualdad de oportunidades y el empleador.



Elma City Council

Special Meeting

Monday, May 23, 2022 – 6:00 PM
In-person and Zoom Meeting

Agenda

Physical Location: 212 W Main Street, Elma, WA 98541

To join by phone: 1-253-215-8782 US (Tacoma) **Meeting ID:** 971 950 7224 **Passcode:** 379551

Zoom Meeting Link: <https://us02web.zoom.us/j/9719507224?pwd=TVg4YkpmZUFLTXVjWktOcFlJVmQxUT09>

Zoom Meeting ID: 971 950 7224 **Zoom Passcode:** Elma

Call to Order

Pledge of Allegiance

Roll Call:

Councilmembers Miller, Whipple-Boling, Heater, Cooper, Collette, and Mayor Sorensen

Staff: Chief Shultz, Jim Starks, Wendy Collins, Chief Fulbright, Joe Chrystal, Chris Coker, Dee Depoe, Jillanna Bickford

Consent Agenda

Approve Agenda: May 23, 2022

New Business

- | | |
|--|-----------------------|
| 1. Teamsters Vision Plan Agreement for Non-Bargaining Employees | Discussion and Action |
| 2. Review Suggested Changes to Police Levy Measure Resolutions 700 & 701 | Discussion and Action |

Old Business

- | | |
|---|-----------------------|
| 1. 12 th Street Water & Street Project Engineering Agreement Amendment | Discussion and Action |
|---|-----------------------|

Next Meeting

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Adjourn

Adjournment

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2323 Eastlake Avenue East
Seattle, WA 98102

(206) 726-3277
(800) 458-3053

ELMA, CITY OF
PO BOX 3005
ELMA, WA 98541-0487

May 2022

TO: Elma, City Of - BU/NBU

FROM: Trust Administrative Office

RE: Updated Special Agreement – Non-Bargaining Unit Employees
Acct. # 126815

Washington Teamsters Welfare Trust (Trust) records indicate that you currently provide Trust benefit coverage for Non-Bargaining Unit (NBU) employees under an approved Special Agreement. On page two of the enclosed Special Agreement, the Trust has modified the last sentence of this Agreement to insert the **bolded** text shown below:

“This agreement shall remain in full force and effect during the term of the existing Collective Bargaining Agreement **and each successor Collective Bargaining Agreement** between Teamster Union Local No. _____ and the Employer.”

This language change means you will not need to submit an updated Special Agreement for your NBU employees upon each renewal of the underlying Collective Bargaining Agreement (CBA) for your Teamster bargaining unit. There were no other changes to the enclosed Special Agreement for NBU employees.

Please note that it is the Trust’s policy that NBU employees are allowed to participate under the Trust only when you have a **Teamster bargaining unit of employees participating under a current CBA**, the benefits for the NBU is limited to not more than the Teamster bargaining unit and the NBU must be approved by the Trust (see Trust Operating Guidelines, Article VII (C), ‘Non-Bargaining Unit Employees’). Therefore, upon expiration of the Teamster bargaining unit’s CBA, a copy of the renewal CBA must always be submitted to this office timely. Any failure to provide a signed copy of the renewing CBA, upon conclusion of negotiations with the applicable Local Union, will result in the termination of coverage for the NBU employees.

Currently, Trust records show that the expiration of your Teamster CBA on file is 12/31/2023. Please remember to provide a signed copy of the renewal Teamster CBA

upon expiration or notify our office at contracts@nwadmin.com if the expected completion of negotiations with the Local Union will be extended beyond the expiration date.

In addition, please note that the Trust requires that all NBU employees (that meet the minimum hour threshold in the associated Teamster agreement) must be reported. As stated in the Special Agreement under 'Description of Unit', the NBU consists of:

“All employees of the Employer who are not otherwise covered by a collective bargaining agreement with any union providing the aforementioned benefits under the Trust for said employees. (Sole proprietors and partners are not eligible to participate.)”

For your convenience, the enclosed Special Agreement has been pre-filled with your current benefit plans and rates effective January 1, 2022 (December 2021 hours). **Please review for accuracy, fill-in missing information and sign the enclosed updated Special Agreement for your NBU employees to continue coverage under the Trust.** Return the signed document to the below address no later than **June 30, 2022**.

Via Mail: Northwest Administrators, Inc.
Attn: CBA Services
2323 Eastlake Ave E
Seattle WA 98102-3393

Or Via E-Mail: contracts@nwadmin.com

If you have any questions, you may e-mail us at contracts@nwadmin.com. Thank you for your assistance.

ckl:bj
Enclosures

WASHINGTON TEAMSTERS WELFARE TRUST

SPECIAL AGREEMENT – NON-BARGAINING UNIT EMPLOYEES

This agreement is entered into by and between the Trustees of the Washington Teamsters Welfare Trust (herein termed Trust) and the below referenced Employer:

NAME, ADDRESS AND TAX ID NO. OF EMPLOYER

ELMA, CITY OF

Name

PO BOX 3005

Address

ELMA, WA 98541-0487

City, State, Zip Code

91-6001424
Employer EIN (Tax ID No.)

WITNESSETH:

Whereas, it is intended that contributions be paid into the Trust on behalf of certain employees of the Employer who are not covered under the provisions of a collective bargaining agreement with a union party to the Washington Teamsters Welfare Trust and whereas, it is the desire of the parties to enter into a written agreement which sets forth the detailed basis upon which such contributions are to be made, now, therefore, in consideration of the foregoing and the mutual covenants herein contained it is agreed:

Commencing 01/1/2022 Based on 12/2021 hours,

the Employer shall pay into the Washington Teamsters Welfare Trust such amounts as the Trust shall determine from time to time as the monthly contribution required to provide the following benefits:

Type of Coverage	Plans Available	Plans Chosen	Contribution Rate
Medical	A, B, and Z	N/A	\$-
Life/AD&D	A, B, and C	N/A	\$-
Time Loss	A, B, C, D, and E	N/A	\$-
9-Month Disability Waivers	Medical	N/A	\$-
Dental	A, B, and C	N/A	\$-
Vision	EXT	EXT	\$17.10
Domestic Partners	Medical, Dental, Vision	N/A	\$-

Note: Coverage may not exceed highest benefits provided for a participating Teamster unit at this employer.

*Coverage is provided by the Trust in the second month following the month in which employment is rendered except when the employer ceases contributions on an employee's behalf due to resignation, retirement or withdrawal from the Trust. In such cases, coverage terminates at the end of the month the final contribution is made.

ELIGIBILITY THRESHOLD

These payments shall be made respectively for each member of the unit described below who meets the same eligibility threshold and waiting period provisions that apply to the bargaining unit employees of the Employer as specified in the labor agreement covering those bargaining unit employees.

DESCRIPTION OF UNIT

All employees of the Employer who are not otherwise covered by a collective bargaining agreement with any union providing the aforementioned benefits under the Trust for said employees. (Sole proprietors and partners are not eligible to participate.)

CONTRIBUTIONS

The total amount due for each calendar month shall be remitted in a lump sum no later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and accurate recording of such hours, and such amounts paid on behalf of each member of the unit.

TERMS OF AGREEMENT

The Employer accepts and agrees to be bound by the terms of the Trust Agreement governing the Trust Fund and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement of the Washington Teamsters Welfare Trust is emended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

This agreement shall remain in full force and effect during the term of the existing Collective Bargaining Agreement and each successor Collective Bargaining Agreement between

Teamsters Union Local No. 252 and the Employer.

Dated this _____ day of _____

Employer

By _____

Name James Sorensen

Title Mayor

MONTHLY REPORTING CONTACT(S) AT EMPLOYER

Wendy Collins
Name

Wendy@cityofelma.com 360-482-2212
E-Mail Telephone # Ext. 4

Sheree Tisler
Name

Sheree@cityofelma.com 360-482-2212
E-Mail Telephone # Ext. 1

APPROVAL OF TRUSTEES # 126815

This Agreement has been approved by the Board of Trustees of the Trust Fund.

Date: _____ Administrative Agent _____
Washington Teamsters Welfare Trust



NORMA J. TILLOTSON
Grays Harbor County Prosecuting Attorney
102 W. Broadway, Room 102
Montesano, Washington 98563
360-249-3951
FAX 360-249-6064

CHIEF CRIMINAL DEPUTY
Jason F. Walker

OFFICE ADMINISTRATOR
Kirsten Williams

MEMORANDUM

DATE: May 17, 2022
TO: Scott Turnbull
FROM: Matthew Wilson
SUBJECT: City of Elma - Review of Proposed Ballot Title

Ballot Title: Levy to Partially Fund Police Services for 2023 (City of Elma Resolution No. 701)

Election Date: August 2, 2022 primary election

Prosecutor's Action: The ballot title for the Elma Proposition does not identify the enacting legislative body and contains more than 75 words in the concise description of the measure, as required per RCW 29A.36.071. While the City Attorney is tasked by the same section with drafting the proposition, our office suggests the ballot proposal be revised to read as follows:

The City of Elma adopted Resolution No. 701 concerning property taxes for Police Department operations. Shall the City of Elma be authorized to collect in 2023 only a total of \$250,000.00 in excess of property taxes at \$00.6738 per \$1,000 of assessed valuation or such rate as may be established by the County Assessor as necessary to generate this amount for the sole purpose of adequately funding the operations and maintenance of its Police Department?

Yes ☐

No ☐

With these revisions, Proposition No. 1 is legally approved as to form.

Enclosure

City of Elma
Public Works
Memo

May 16, 2022

To: Mayor & City Council

From: Jim Starks

Re: 12th St. Water & Street Project- Engineering Agreement Amendments- Gibbs & Olson

Attached are standard amendments that the city typically endorses as a project moves from Design phase to Construction phase. One amendment addresses the TIB funded street work and the other is for the city funded water main improvements.

I apologize for the late submittal, but I received this information mid-day last Friday, the 13th; after packets were sent out.

The project is set to begin mid-June and due to the summer meeting schedule, there is engineering work to do, and delay can be problematic. I would appreciate your concurrence in endorsing the amendments.

Both costs are reflected in the project budgets and in fact slightly less than anticipated.

AMENDMENT NO. 1

This Amendment No. 1 modifies the Authorization 2021-001 for Engineering Services (Authorization) between Gibbs & Olson, Inc. (Engineer) and the City of Elma (Owner) executed on January 20, 2021, for a Project referred to as the 12th Street Waterline Improvements.

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 June 20, 2022 and is scheduled for completion by October 1, 2022.

Original Agreement Amount	\$24,400.00
<u>Amendment No. 1</u>	<u>\$34,600.00</u>
The new Total Agreement Amount including Amendment No. 1	\$59,000.00

GIBBS & OLSON, INC.

CITY OF ELMA, WASHINGTON



By: Richard A. Gushman, PE - President

By: Jim Sorenson, Mayor

May 13, 2022

Date

Date

Attachments:

Exhibit A - Scope of Work

Exhibit B - Budget Estimate

File: 0990.0063

AUTHORIZATION 2020-001
AMENDMENT NO. 1
EXHIBIT A
SCOPE OF WORK
12TH STREET WATERLINE IMPROVEMENT PROJECT
CITY OF ELMA, WASHINGTON

Scope of Work:

The Consultant's Scope of Work is modified to include construction phase engineering services for the Client's 12th 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 two trips and 20 hours have been budgeted for construction survey. 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 65% of full-time including travel to/from Olympia for the scheduled length of 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.

Amendment No. 1 - Exhibit B - Budget
12th Street Waterline Improvements - Elma, 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										
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
Total Project Management	4	0	8	8	8	2	0	0	1	\$4,742
Construction Phase Engineering Services										
Construction Staking	0	0	0	2	0	0	20	12	0	\$5,800
Compaction Testing	0	0	0	2	2	0	0	0	0	\$540
Interpretations, Clarifications, Const. Oversight and Documentation	2	2	1	4	12	110	0	0	2	\$16,457
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
Total Construction Phase Engineering	2	4	4	16	28	114	20	12	3	\$27,182
Total Construction CM										
Expenses	6	4	12	24	36	116	20	12	4	
Mileage - 1,100 @ \$0.585/mile										\$640
GPS Equipmt - 2 units x \$35/hr/unit x 24 hrs/unit										\$1,680
Reproduction/maps										\$200
Misc. Job Expense										\$156
Total Expenses										\$2,676
Total Estimated Budget Amount										\$34,600
Original Contract Amount										\$24,400
Total Contract Amount with Amendment No. 1										\$59,000
2022 Billing Rates	\$220	\$184	\$173	\$140	\$130	\$120	\$195	\$135	\$78	



Transportation Improvement Board
Consultant Supplemental Agreement

Agency City of Elma

Project Number 6-W-955(012)-1

Project Name 12th Street Improvements

Consulting Firm Gibbs & Olson, Inc.

Supplement Phase Supplement for Construction Phase

The Local Agency of City of Elma desires to supplement the agreement entered into with Gibbs & Olson and executed on January 26th, 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 include
See attached Exhibit A.

Section IV, **TIME FOR BEGINNING AND COMPLETION**, is amended to change the Completion Date

SUPPLEMENTAL COMPLETION DATE December 31, 2022

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibit B

MAXIMUM AMOUNT PAYABLE \$139,500.00

EXHIBIT A			
	Original Agreement	Supplement	Total
Direct Salary Cost	\$22,377.50	\$23,965.00	\$46,342.50
Overhead (including Salary Additives)	\$34,877.57	\$37,351.85	\$72,229.42
Fixed Fee	\$6,713.25	\$7,189.50	\$13,902.75
Reimbursables	\$2,031.68	\$4,993.65	\$7,025.33
Subconsultant Cost	\$0.00	\$0.00	\$0.00
Total	\$66,000.00	\$73,500.00	\$139,500.00

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	Date
Jim Sorenson, Mayor	
Consultant Signature	Date
Richard A. Gushman, President <i>Richard A. Gushman</i>	May 13, 2021

**TIB PROJECT NO. 6-W-955(012)-1
SUPPLEMENTAL AGREEMENT NO. 1
EXHIBIT A – SCOPE OF WORK
12TH STREET IMPROVEMENT PROJECT
CITY OF ELMA, WASHINGTON**

Scope of Work:

The Consultant's Scope of Work is modified to include construction phase engineering services for the Client's 12th 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 trips and 40 hours have been budgeted for construction survey. 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 65% of full-time including travel to/from Olympia for the scheduled length of 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.

EXHIBIT B

Project Tasks								Principal	Eng V	Eng III	Eng II	Inspector	2 Man Crew	Sr. Land Surveyor	Word Proc.	Total
Total Estimated Budget Amount - Design																
Construction Management																
Task 1 - Project Administration																
Construction Management and Administration																
Pre-Construction Meeting																
Construction Progress Meetings																
Total Project Administration																
Construction Phase Engineering Services																
Construction Staking																
Compaction Testing																
Interpretations, Clarifications, Const. Oversight and Documentation																
Shop Drawing/Submittal Review																
Pay Estimates																
Substantial Completion/Final Completion/Project Closeout																
Record Drawings																
Total Construction Phase																
Subtotal																
Total Direct Salary Costs																
Overhead @ 155.86%																
Fixed Fee @ 30%																
Total Labor Costs																
Mileage - 4,200 @ \$0.585/mile																
GPS Equipment - 2 Units x \$35/Hr/Unit x 32 Hrs/Unit																
Reproduction																
Total Expenses																
TOTAL CONSTRUCTION PHASE BUDGET																
ORIGINAL CONTRACT AMOUNT																
TOTAL CONTRACT AMOUNT WITH AMENDMENT 1																