

Subject:	Resolution #738 -Contract Award for On-Call Engineering Services	Dept. Origin: Prepared by:	Mayor's Office Jennifer Robertson, City Attorney's Office December 21, 2021				
		For Agenda of:					
Proposed (	Council Action:	Exhibits:	Resolution #738 with Attachments				
Adopt Resolution #738.		Concurred by Mayo Approved by City F Approved as to for Approved by Finan Approved by Depa	or: Planner: m by City Atty: ice Director:	Initial & Date  JSR 12-13-21			

### **INFORMATION / BACKGROUND**

The City's contract with its On-Call Civil Engineer is expiring on December 31, 2021. On October 28, 2021 the City published a "Request for Statement of Qualifications for On-Call Engineering Services" ("RFQ") in its official newspaper, the Tacoma Daily Index and posted this notice on its website. The closing date for the request was established as December 1, 2021. This RFQ was made in accordance with State law which specifies a process for hiring engineers or architects as consultants.<sup>1</sup>

### 1. General Process for Hiring Engineers or Architects.

In order for the City to hire an architectural or engineering consultant, special bidding requirements are required. The City is required to publish an announcement when it is seeking of professional architectural or engineering services.<sup>2</sup> Chapter 39.80 RCW requires that a city publish its need for architectural or engineering services in advance, concisely stating the general scope and nature of the project or work for which services are required. Compliance with this requirement may be accomplished by either: (1) publishing an announcement each time the service is needed; or (2) announcing generally to the public the city's projected requirements for any category or type of engineering or architectural service.

Once the RFQ materials are received, Ruston evaluates the qualifications and performance data it has on file along with the information submitted regarding a proposed project. Following the evaluation, the city invites one or more firms to meet with its officials to discuss the project and

<sup>&</sup>lt;sup>1</sup> Chapter 39.80 RCW.

<sup>&</sup>lt;sup>2</sup> RCW 39.80.030.

the relative benefits of various methods of providing the desired services. The city then selects the firm "most highly qualified" to provide the required services from among those firms. The price or cost of the service may not be considered by the city when determining which firm is the most highly qualified.

After the most qualified firm has been chosen, the city negotiates a contract with that firm for the services at a price that it determines is fair and reasonable, considering the estimated value of the services to be rendered, as well as the scope and complexity of the project.

### 2. Selection of SCJ Alliance as the new City Engineer is recommended.

Ruston received two responses to the published RFQs. After a review of all of the submitted materials, the Mayor has determined that SCJ Alliance is the "most qualified." The proposed contract is similar to the contract as had been in place previously with the prior City Engineer. A copy of the response to the RFQ is attached.

The contract is for the firm to provide on-call professional engineering services, including electrical and civil, to the City for an amount not to exceed \$100,000 (one hundred thousand dollars) in any calendar year with the hourly rates set forth in Exhibit A. The contract commences on January 1, 2022 and expires on December 31, 2025.

The contract requires that the firm provide to the City evidence, in the form of a Certificate of Insurance showing the contract limits set forth on page 4, before beginning work.

### FISCAL CONSIDERATION

The maximum contract price is \$100,000 per calendar year through the end of 2025.

### **RECOMMENDATION / MOTION**

Approve Resolution #738.

MOTION: I move to approve Resolution #738 authorizing the Mayor to award the On-Call Engineering Services Agreement to SCJ Alliance and authorizing the Mayor to execute the agreement substantially in the form attached to the Resolution.

#### **RESOLUTION NO.** <u>738</u>

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN ON-CALL ENGINEERING SERVICES CONTRACT WITH SCJ ALLIANCE FOR CITY ELECTRICAL AND CIVIL ON-CALL ENGINEERING SERVICES.

WHEREAS, the City has an on-going need for on-call engineering services, including electrical engineering and civil; and

WHEREAS, the City's practice is to hire an outside consultant to provide these on-call

services and to serve the role of "City Engineer" or "City Electrical Engineer"; and

WHEREAS, the current "City Engineer" contract expires on December 31, 2021; and

WHEREAS, in conformance with Chapter 39.80 RCW, the City published a Request for

Statement of Qualifications for On-Call Engineering Services ("RFQ") and an RFQ for On-Call

Electrical Engineering Services in its official newspaper on October 28, 2021 with a closing date

of December 1, 2021; and

WHEREAS, the Scope of Work for the RFQ included all potential engineering services needed for 2022 and beyond, including roadway projects; and

WHEREAS, Ruston received two responses to the published Requests for Statement of Qualifications; and

WHEREAS, after a review of the materials, the Mayor has determined that SCJ Alliance is the "most qualified" for providing civil on-call services; and

WHEREAS, SCJ Alliance has agreed to maintain a similar contract as had been in place in prior years with the City's previous civil engineering firms; and

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WHEREAS, the proposed contract for on-call professional engineering services is attached to this Resolution as Exhibit 1 and is for an amount not to exceed \$100,000.00 (One hundred thousand dollars) in any given year with the scope of work and applicable hourly rates set forth in Exhibit A of the Agreement; and

WHEREAS, such Agreement expires on December 31, 2025; and

WHEREAS, in addition to the general on-call work, the City, in its sole discretion, may provide additional work to the On-Call Engineer, including grant-funded work that falls within the general scope of work; and

WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed On-Call Engineering Services Agreement in substantially the form that is attached to this Resolution as Exhibit "1";

## NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute the On-Call Engineering Services Consultant Services Contract between the City of Ruston and SCJ Alliance in substantially the form attached to this Resolution as Exhibit "1" provided that SCJ Alliance has first accepted and executed the Agreement.

RESOLVED this 21st day of December, 2021.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: \_\_\_\_\_ PASSED BY THE CITY COUNCIL: \_\_\_\_\_ RESOLUTION NO.: \_\_738\_\_\_\_

## EXHIBIT "1"

### **ON-CALL ENGINEERING SERVICES AGREEMENT**

FOR CIVIL ENGINEERING

### CONSULTANT SERVICES CONTRACT BETWEEN THE CITY OF RUSTON AND SCJ ALLIANCE FOR ON-CALL ENGINEERING SERVICES

THIS AGREEMENT is made by and between the <u>City of Ruston</u>, a Washington municipal corporation (hereinafter the "City"), and <u>Shea Car & Jewell, Inc. doing business</u> as <u>"SCJ Alliance"</u>, an <u>Engineering Firm</u> organized under the laws of the <u>State of Washington</u> located and doing business at <u>8730 Tallon Lane NE</u>, <u>Suite 200</u>, <u>Lacey WA</u> <u>98516</u> (hereinafter the "Consultant").

### RECITALS

WHEREAS, the City is interested in On-Call Engineering Services;

WHEREAS, the City published a request for qualifications for on call engineering services, and <u>SCJ Alliance</u> submitted to provide these services and was selected by the City as the most qualified applicant;

WHEREAS, the parties have negotiated for these services and have reached an agreement for the Consultant to perform said services for the City;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

### TERMS

### I. Description of Work

The Consultant shall perform all work as assigned by the City, which may include the work as described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. This is an on-call contract, so additional work shall be performed by the Consultant as assigned by the City. This contract does not obligate the City to assign any specific work or any work to the Consultant.

### II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Thousand Dollars (\$100,000.00) annually for the services described in Section I herein. This is the maximum amount to be paid under this Agreement annually for the work described in **Exhibit A** and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

### IV. Agreement Term

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement as assigned by the City. The term of this Agreement shall be from the date this Agreement is executed by both parties, until December 31, 2024 unless earlier terminated in accordance with Section V below.

### V. Termination

A. <u>Termination of Agreement</u>. Either party may terminate this Agreement with or without cause, by providing sixty (60) days written notice to the other party. In addition, the City may terminate this Agreement, for the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time by delivering notice of the termination for cause to the consultant. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. <u>Rights Upon Termination</u>. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination,

as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

### VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

### VII. Indemnification

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

### VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a <u>Certificate of Insurance</u>, of the following insurance coverage and limits (at a minimum):

- 1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
- 2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
- 3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

"No less than" the limits state above means that the required coverage shall be the minimum amount listed unless the Consultant has coverage which is greater than the minimum amount.

C. The Consultant is responsible for the payment of any deductible or selfinsured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Ruston shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of

Ruston at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

### IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

### X. Ownership and Use of Records and Documents

A. <u>Ownership.</u> Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

B. <u>Use of City's system mandatory</u>. The Consultant agrees to use the City email system, if offered, for all City-related email and to put all records which are created, received or used for City-related matters onto the City's drop box account, provided that the City provides this access. The Consultant agrees that the use of the City's email and drop box will result in all city-related records in the Consultant's use or control being placed or maintained within the City's server system.

C. <u>Records preservation</u>. Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and are subject to disclosure under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. If the City receives a public records request and asks Consultant to search his files for responsive records, Consultant agrees to make a prompt and thorough search through his files for responsive records and to promptly turn over any responsive records to the City's public records officer.

### XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that

are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

### XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

### XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

### XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

### XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Ruston, who shall determine the term or provision's true intent or meaning. The City of Ruston shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

### XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

### CONSULTANT:

CITY:

SCJ Alliance Attn. Amy Head 8730 Tallon Lane NE, Suite 200 Lacey WA 98516 Bruce Hopkins, Mayor City of Ruston 5117 N Winnifred St. Ruston, WA 98407-6597

A copy shall also be transmitted to the City Clerk at the above address.

### XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

### XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

### **XIX. Entire Agreement**

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

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IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_ day of \_\_\_\_ ,  $\underline{2021}.$ 

### CONSULTANT

**CITY OF RUSTON** 

By:\_\_\_\_\_ Amy Head, Principle in Charge

By:\_\_\_\_\_ Bruce Hopkins, Mayor

ATTEST:

Judy Grams, City Clerk

**APPROVED AS TO FORM:** 

Jennifer Robertson, City Attorney

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

) ) ss. )

I certify that I know or have satisfactory evidence that <u>Amy Head</u> is the person who appeared before me, and said person acknowledged that (he/<u>she</u>) signed this instrument, on oath stated that (he/<u>she</u>) was authorized to execute the instrument and acknowledged it as the <u>Principle in Charge</u> of <u>SCJ Alliance</u> to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated:	20	
		(print or type name)
		NOTARY PUBLIC in and for the
		State of Washington, residing at:
		My Commission expires:

STATE OF WASHINGTON

COUNTY OF PIERCE

) ) ss. )

I certify that I know or have satisfactory evidence that <u>Mr. D. Bruce Hopkins</u> is the person who appeared before me, and said person acknowledged that (<u>he</u>/she) signed this instrument, on oath stated that (<u>he</u>/she) was authorized to execute the instrument and acknowledged it as the <u>Mayor of Ruston</u> to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:	20
	(print or type name)
	NOTARY PUBLIC in and for the
	State of Washington, residing at:
	My Commission expires:

### Exhibit A

### SCOPE OF SERVICES

### **On-Call Engineering Services**

- **1. Scope.** Consultant shall provide engineering services to the City of Ruston on an on-call basis. Services required by the City may include, but are not limited to:
  - Civil Engineering
  - Geotechnical/geological
  - Water/wastewater/stormwater/drainage
  - Streets and roadway
  - Traffic/transportation
  - > Site planning/permitting/development/plan review
  - Environmental documentation
  - > CADD
  - Utility services and rate analysis
  - Preparation of construction plans and specifications
  - Estimating
  - Construction support
  - Engineering work that may be performed specific to funding grants received by the City may be assigned under this Scope of Work to the Consultant. Any such assignment shall be made in the City's sole discretion. To the extent that such work may be subject to and/or require any additional agreement in accordance with the requirements of the funding agency, the Consultant may be required to execute the additional agreement as a pre-requisite to receiving the assigned work.
  - > Other tasks as may be assigned from time-to-time by the Mayor.
- **2. Rates of Compensation.** Consultant shall be compensated based upon the following rates for services:

Classification	Rate
TO BE UPDATED	





## Statement of Qualifications

# On-Call Civil Engineering Services

# **City of Ruston, Washington**

Submitted by SCJ Alliance December 1, 2021



December 1, 2021

Judy Grams City of Ruston 5117 N. Winnifred Street Ruston, WA 98407



Ruston, WA 98407via email: townclerk@rustonwa.orgRE: City of Ruston, On-Call Civil Engineering Services, Statement of Qualifications

Dear Judy and Members of the Selection Committee:

Efficient investment in our public infrastructure is more important than ever. Citizens want reliable roads free of potholes and congestion. They want transportation choices with better amenities for pedestrians and bicyclists. They want clean stormwater runoff as part of a healthy environment. Meanwhile, all of these public wants exist against limited financial resources. You need a dependable on-call consultant to partner with as a go-to resource and a seamless extension of your staff as you rise to meet these challenges. **SCJ Alliance** (SCJ) want to be your on-call partner, and we are excited to share our qualifications for on-call services. We offer exceptional project management and skilled technical leaders who stand ready to rapidly respond to each task assignment.

SCJ is a professional services firm specializing in civil engineering, transportation planning and design, environmental consulting, urban planning, landscape architecture, project facilitation, community/public outreach services, and construction management. Our team provides a broad range of design and technical services to public clients in the Pacific Northwest. We put a high value on listening and doing things the way our clients want them done, and see ourselves as members of your team, coordinating all project activities as a representative of the City of Ruston. Our professional team members will provide a dynamic and energetic approach to providing on-call services. We enjoy being a part of the creative process, seeking effective and efficient solutions to project challenges. Our responsiveness and ability to communicate, work with you side by side, develop creative solutions, and pay attention to the details are attributes that set us apart in consistently delivering successful projects.

### **Municipal Public Works Design**

The modern urban environment weaves together public amenities, transportation, and the utility infrastructure that is vital to a community. The demands on these systems create ever-increasing management, maintenance, and sometimes environmental challenges. SCJ staff provides a wide array of municipal engineering and other services for communities of all sizes. We work with municipalities to provide design services for projects ranging from sidewalk improvements to water and sewer line replacements to complex arterial projects. Our staff members have assisted clients in redesigning problematic intersections and solve complex stormwater management issues. Regardless of the project type, we collaborate with our clients to determine the most efficient and cost-effective design solution. We take the time to understand the project fully and find design solutions that address the problem and fit well into the existing context.

### SCJ is Proposing for the Following Category of Services:

- Civil Engineering
- Water, Wastewater, Stormwater, Drainage
- Street and Roadway
- Traffic and Transportation
- Site Planning, Permitting, and Development Plan Review
- Environmental Documentation
- Utility Services and Rate Analysis
- Preparation of Construction
- Estimating
- Construction Support
- Engineering Support
- Geological and Geotechnical
- Surveying and Mapping

Respectfully,

Jared VerHey, PE

Jared VerHey, PE Project Manager

Amy Head, PE, LEED AP BD+C Principal-in-Charge

## **Approach to Project Development & Project Management**

## **Project Management Approach**

Our project management approach will focus on effective communication, accountability, strong project controls, change management, and quality control to help ensure the City of Ruston's expectations for project delivery are satisfied. Our team understands the City's project delivery processes and expectations. Jared VerHey is a senior project manager with project management training and experience. Our project management approach is described in more detail below.

## **Project Management Plan**

The Project Management Plan (PMP) is a living document that will contain key project information providing our roadmap to success. It will include baseline scoping documents, communication protocols, contract documents, and other pertinent project information. It provides the framework, processes, guidelines, and techniques to effectively manage the team and work. Having a good PMP increases the odds of being successful and has provided the critical baseline documents to effectively guide team activity on our previous projects.

## **Clearly Defined Scope, Schedule, and Budget**

Jared understands that establishing a detailed scope, schedule, and budget and obtaining team buy-in and commitment on all three parameters is critical to successful project delivery. Well-defined and teamsupported baseline documents establish clear project delivery expectations that create a mechanism for tracking and monitoring progress and defining change control in a way that is easily understood by the client, the prime consultant, and subconsultants. It is Jared's practice and expectation that scope, schedule, and budget be clearly defined, supported by team members, and reviewed and approved by our project management team before they are submitted to the City for review and approval. Our scope will include assumptions and deliverables and will be broken into tasks and subtasks sufficiently detailed for effective monitoring and tracking without making the effort overly complicated.

When approved by the City and SCJ, the scope, schedule, and budget will become the official baseline documents for monitoring and tracking project progress.



SCJ utilizes Deltek and PlanTrax to monitor and track project costs and earned value. Microsoft Project will be used to develop and track the project's schedule and submit to the City of Ruston for establishing baselines.

## **Communications Plan**

Effective communications are essential to a dedicated team relationship and successful project delivery. Jared will clearly define team member roles and responsibilities, outline communication expectations and protocols, and establish strategies and guidelines to promote effective listening and creative constructive dialogue between team members. Team awareness and discussion of project issues are critical to project success; therefore, regularly scheduled team meetings will be used to facilitate communication among team members as fully discussed elsewhere in our proposal. Jared will be the key point of contact for all project-related issues and will work with the City staff and project stakeholders to ensure that all voices are heard and that their issues are addressed. The outcome of a well-written and executed Communications Plan is a superior project that considers and embraces diverse viewpoints and takes advantage of the shared understanding and experience of all project team members and stakeholders.

# **Organizational Structure and Experience**

We have been highly successful managing on-call work as well as budget and schedule. We accomplish this by using the following:

- Simplified communication protocols with a single point of contact
- Overarching understanding of all necessary services during times of multiple task order implementation preventing over-commitment of available resources and promoting a better understanding of additional resources that may be needed
- Maintenance of institutional knowledge of City procedures and protocols
- Being available, responsive, and dependable
- Providing high-quality service so our clients develop confidence and trust in our work
- Understanding the local issues and concerns
- Interacting with the local community to build trust and familiarity

These components are not independent; rather, they are integral pieces that allow us to create effective and efficient solutions in an era of regulatory and political complexity. SCJ has invested in training to develop these competencies in our staff so that we can deliver exceptional project management and delivery services to our clients. Our project managers have the support of a strong technical team that is committed to each project for its full duration. Our success in providing leadership, technical diversity, and effective management is evidenced by the number of clients that choose to work with us on each of their successive projects, including on-call agreements.



# **Key Personnel Qualifications**

Based on our local knowledge and experience in providing on-call services and the potential scope of services indicated, we have assembled a team of individuals with the expertise required to fulfill your on-call needs. We have the depth of resources available to meet the needs of any upcoming projects and can begin work immediately.

Jared VerHey will lead the On-Call project team throughout the contract. He will be your single point of contact and is 100-percent accountable for our team's performance. Jared's approach to communication and project management matches well with the things you expect and value in a consultant. He will be responsible for day-to-day communications with the City and will provide progress reports with an outlook for the next time period, a list of issues to be resolved and those that have been resolved, a report on all deliverables, schedule updates, recovery plan for any lagging deliverables or issues, a risk matrix for critical items, and an earned-value report documenting budget spent versus progress made.

Below are SCJ's key team members for specific category's listed in the RFQ.

### Key Team Members for each Category Specific Scopes of Work include:

### **Civil Engineering**

Jared VerHey, PE is a project manager specializing in



civil engineering design, construction administration and surveying in site development and transportation engineering. He has over 15 years of experience in transportation and land development design, specializing in

stormwater, sewer, and water systems, ADA compliant facilities, roadway design, and parking facilities. Flexible and dedicated to meeting project timelines and budgets. He is skilled at managing teams to meet project objectives. Jared focuses on the big picture while never losing sight of the details—making sure designs translate smoothly into construction.

# Water, Wastewater, Stormwater, Drainage and Utilities



**Bob Connolly, PE** has worked on a variety of water, sewer, roadway and park improvements as a construction supervisor, designer, project engineer, and project manager. His 45 years of water system experience includes

water condition assessments, Group A and B Water System Reports, fire lines and pumps, well development and well pump design, water system project reports, preparation of water replacement plans, specifications, and construction cost estimating, as well as water and roadway construction management.

### Street and Roadway/Transportation



**Patrick Holm, PE,** has over 13 years of experience providing project engineering, roadway and sidewalk design, pedestrian and bikeway facilities, traffic signals, intelligent transportation systems, street lighting,

signing and pavement marking, roundabout design, site civil engineering, and construction administration for clients throughout the Pacific Northwest. He is a highly effective communicator and consensus builder who listens closely and quickly responds to clients' needs as if they are his own. His highly organized approach to project delivery gives clients the confidence that the details are being covered and that budget and schedule will be minimized.

### Traffic



**Ryan Shea, PTP,** certified Professional Transportation Planner, has honed his traffic operations skills over the past 11 years and now commands an expertise with modeling applications including SIDRA, Synchro, SimTraffic, Teapac, and

HCS software. He has also developed numerous Excelbased models to track traffic distributions, apply growth factors, and account for various other inputs into traffic volume forecasts. Using regional model results at a local level requires specialized skills, and Ryan has developed an expertise in post-processing Emme and VISUM travel demand model results for use in transportation planning efforts for corridor studies, and highway framework studies.

### **CADD Services**



**Jason Bruhn** has over 20 years of extensive experience in providing civil engineering services, primarily on transportation-related projects. His expertise includes septic and water system design. As SCJs CADD Manager,

Jason has been widely utilized for many of our intricate projects where his careful insight ensures success among each of the various aspects of our design process. His efficiency in this area has proven a great asset in many projects.

### **Environmental Documentation and Permitting**



**Sharese Graham, PMP**, has a background in both urban planning and biology, bringing 19 years of experience in environmental impact analysis, master planning, federal and regional permitting, natural resource

management, and urban planning research. She has assisted both private and public sector clients with recreation, transportation, utility, and development projects. Her expertise in environmental analysis has contributed to a wide variety of SEPA and NEPA documents, including projects for local, regional, state, and federal agencies. Sharese is an experienced project manager with a successful record of keeping projects organized, on schedule, and within budget.

### **Construction Support**



**Kelly Clark** is a skillful and dedicated project manager with extensive knowledge managing day-to-day construction projects, including assessing and advising responses to change management, project

documentation, and project coordination. She has over 18 years of construction management experience, working for various municipal clients, some of whom utilize WSDOT as their Certified Agency. Kelly has a proven history of meeting federal funding, WSDOT LAG Manual, and ARRA requirements. She has successfully assisted agencies in passing project management review (PMR) audits by WSDOT Local Programs.

### **Geological and Geotechnical**



**Landau Associates** delivers client-focused solutions for public works projects through innovative environmental and geotechnical engineering, permitting and compliance, and environmental

remediation services. For 39 years, they have provided services to state and local government agencies, private companies, and engineering design consultants in support of infrastructure improvements, transportation and utility projects, and site development. Landau has provided support services, including geotechnical engineering services, to SCJ Alliance on over 30 projects.

### **Survey and Mapping**



**Mtn2Coast**, founded in 2011, is a professional land surveying company located in Olympia Washington, dedicated to providing sound surveying

practices, innovation, and client service. Their hands-on experience, knowledge, and talents to find the most efficient, and effective way to provide clients with what they need, when they need it. Mtn2Coast provides a full range of surveying services and has worked with SCJ Alliance on many local municipal projects.





# Similar Project Experience

SCJ staff provides a wide array of engineering services for communities of all sizes. We offer a full range of services to assist in developing property for new civic buildings, offices, museums, commercial facilities, and institutional campuses. We provide our clients with a full spectrum of services, including site planning, feasibility studies, infrastructure design, environmental studies, traffic engineering, and construction services. Because of SCJ's hands-on approach, the resulting project deliverables consistently feature a strong level of quality assurance and quality control.



## Centralia College China Creek and Knoll Parking Lots Design & Construction Administration – Centralia, WA

SCJ completed civil engineering and planning services for a 120-stall parking lot with associated pedestrian path, pedestrian bridge, and raingardens. The project straddles China Creek, a salmon-bearing stream. SCJ worked closely with the College, City of Centralia, US Army Corps of Engineers, and Washington Department of Fish and Wildlife to provide a design that met the College's goals while working next to the sensitive China Creek area which created a high potential for delays during the permitting process. SCJ's engineers and planners successfully navigated the permitting hurdles to ensure the project was approved in the spring, meaning construction could be completed during summer months without impacting student parking. SCJ's success is attributed to paying close attention to the College's goals for the project and proactive communication with the reviewing agencies. **Client Reference:** Bill Sloane, MSGS Architects, 360.943.6774, bills@msgsarch.com



## US 101 Skokomish Community Center Frontage Improvements – Skokomish, WA

The Skokomish Tribe built a new community center and needed to extend a two way left turn lane on US 101 and frontage improvements for pedestrian access. Key challenges included unstable soils and wetlands as well as high speeds on US 101. SCJ worked with the Corps of Engineers to permit impacts to the wetlands while developing a soil stabilizing widening solution combined with guardrail to ensure safe widening for the two-way left turn lane. An RRFB crossing was installed with upstream signs to provide safer crossing for pedestrians coming from the Tribal Center to the Community Center. This project was delivered on time and within budget. **Client Reference:** Dave Nichols, Construction Manager, 360.701.1748, dnichols@skokomish.org



## City On-Call Engineering Services – Olympia, WA

SCJ is the prime consultant for the on-call engineering contract with the City of Olympia, providing civil engineering, transportation and traffic design, stormwater design, environmental documentation, survey, and construction services. SCJ has assisted the City on projects ranging from analyzing alternatives for a future sidewalk project to assessing structural integrity of an existing building to providing a comprehensive basin analysis to assess drainage and conveyance capacity of an existing system. Projects have included sidewalks, stormwater modeling, feasibility study, corridor feasibility, and predesign. **Client Reference:** Fran Eide, City Engineer, 360.570.5834, feide@ci.olympia.wa.us





## Water Street Enhancement – Port Townsend, WA

Water Street from the Ferry Terminal to Taylor Street functions as the public entrance to Port Townsend. SCJ led this project to make the area inviting and safe for pedestrians, bicyclists, and cars alike. We extended previous Water Street improvements to this gateway for the historic downtown area by improving street drainage, adding more trees, and laying the foundation for undergrounding utilities. SCJ lead design charrettes with local stakeholders and prepared concepts to best match project vision to available funding. SCJ then expedited preparation of PS&E documents and advertised the project on time to meet an optimal window for construction to minimize impacts to local retailers. Goals and timelines were achieved throughout the project. **Client Reference:** Laura Parsons, Project Engineer, 360.379.4432, lparsons@cityofpt.us

### Capitol Boulevard and Trosper Road Corridor Improvements – Tumwater, WA

The City hired SCJ to develop a feasibility study and preliminary design for the congested Capitol Boulevard Corridor. The intersection serves as the northerly gateway, a primary north-south arterial through the city serving a wide array of businesses, neighborhoods, and employment centers. The intersection improvements are part of a master plan to improve economic conditions, mobility, pedestrian and bicycle facilities, and aesthetic appeal throughout the corridor. A key aspect of the feasibility work was solving mobility challenges at the intersection. The project design includes traffic analysis, public outreach, WSDOT coordination, criteria development, preliminary design, phasing recommendations, preliminary cost estimates, and preliminary right of way plans. Design elements for this federally-funded project include six roundabouts, raised center medians to better control driveway access, midblock crossings, treatment for stormwater runoff, undergrounding utilities, interchange modifications, and enhanced pedestrian and bicycle facilities, and decorative street lighting. Client Reference: Jay Eaton, PE, City of Tumwater, 360.754.5471, jeaton@ci.tumwater.wa.us

### Washington State Department of Enterprise Services (DES), Utility Repairs – Olympia, WA

Five utility replacement/renewal projects were identified on the state Capitol Campus as needing to be completed. Two of the replacement projects were failing sewer mains due to age and pipe material. The third project installed a new force main, pump system, and oil/water separator to drain the effluent from a newly installed wash down pad at the maintenance facility. The fourth project was a replacement of a failing electrical vault lid that was allowing stormwater to drain into the vault. The lid was replaced, raised, and a drain pipe installed in the vault. The final project was the installation of a new 12 inch water main, fire hydrants, backflow preventer, and metering system. SCJ expedited design and worked closely with the City of Olympia during review so the project could go out to bid in a timely manner. The goal was to obtain substantial completion before the end of December to ensure that construction activities wouldn't disturb the legislative session. This project was behind schedule before it even started, but through our efforts and coordination with DES, buildings and ground crew, and the contractor, the project reached substantial completion before Christmas. Client Reference: Debra Delzell, Project Manager, 360.407.8786, debra.delzell@des.wa.gov.



# **On-Call Project Experience**

Client/Agency	Civil Engineering	Construction Management	Environmental Planning/Permitting	Geographic Information System	Landscape Architecture	Land Use Planning	Project Management	Public Involvement & Education	Structural Engineering	Transportation Planning	Transportation Design
City of Olympia											
City of Edgewood											
City of Shelton											
City of Lacey											
City of Tumwater											
City of Yelm											
City of Fife	* * *	*									
City of Tenino											
Grays Harbor County	* * * *	• • • • • •	• • • •								
Pierce County											
City of Moses Lake	•	•			· · · · · · · · · · · · · · · · · · ·						
Thurston County											
WSDOT Statewide			• • • •		• • • • •						
City of Rock Island											
Town of Winthrop		•									
City of Bonney Lake											
City of Chelan											
City of Leavenworth											
Intercity Transit	•	•	• • • •		· · · · · · · · · · · · · · · · · · ·						
USDA Forest Service (AK, WA, OR)											
WinCo Foods											
City of Puyallup											
Lewis County		•									
City of Vader											
Chelan County											

Many of SCJ's on-call projects listed above also included Council presentations, WSDOT coordination, traffic and signal design, operations and safety, stormwater system design, wetland mitigation, sidewalk and pedestrian planning and design, irrigation, parks, and multimodal trail planning and design.

# **Municipal Project Experience**

Client/Agency	Civil Engineering	Stormwater	ADA Sidewalks, Curb & Gutter	Construction Management	Environmental Planning/Permitting	Geographic Information System	Landscape Architecture	Parks, Trails, PROS Planning	Project Management	Public Involvement & Education	State/Federal Funding Assistance	Transportation Planning & Design	Roundabouts
City of Auburn						• • • •							
City of Bremerton													
City of Arlington					•	• • • •		· · · · · · · · · · · · · · · · · · ·					
City of Lacey													
City of Bonney Lake		-						· · · · · · · · · · · · · · · · · · ·					
City of Bridgeport													
City of East Wenatchee		-		6 6 7 8		• • • • • • • • • • • • • • • • • • •		• • • • • • • • • • • • • • • • • • •					
City of Fife													
City of Leavenworth				0 9 9 9	•	• · · · · · · · · · · · · · · · · · · ·			-				
City of Kittitas				0 - - -		•	•				•	•	
City of Port Townsend			•	0 9 9 9	* * * *	0 · · · · · · · · · · · · · · · · · · ·		• • • • • • • • • • • • • • • • • • •	-		0 0 0 0		
City of Chelan		-		0 0 0 0		•							
City of Puyallup		-	•	0 9 9 9		0 · · · · · · · · · · · · · · · · · · ·			-				
City of Tacoma													
City of Aberdeen		-				• · · · · · · · · · · · · · · · · · · ·	* * *		-				
City of Longview													
City of Mountlake Terrace			•	0 9 9 9		0 · · · · · · · · · · · · · · · · · · ·	0 9 9 9 9	• • • • • • • • • • • • • • • • • • •	-			0 0 1 1	
City of Centralia													
City of Edmonds		-				• · · · · · · · · · · · · · · · · · · ·	* * *		-				
City of Montesano													
City of Kent			•	0 9 9 9		0 · · · · · · · · · · · · · · · · · · ·	0 9 9 9 9	• • • • • • • • • • • • • • • • • • •	-	8 8 8 8	0 0 0 0		
Thurston County													
Chelan County			•	•		*							
Clark County		-											
Lewis County		-				•							
Mason County													

# **Civil Engineering Project Experience**

Client/Project	Civil Engineering	Site Development	Stormwater	ADA Sidewalks, Curb & Gutter	Parking	Construction Management	Landscape Architecture	Project Management
Briggs Village Senior Housing						*		
Briggs Town Center Streets		-						-
Saint Martin's University, Old Main Courtyard and Parking								
Saint Martin's University, Engineering Building								-
Lacey Gateway Development								-
Centralia College, Commons								-
Centralia College, Knoll Parking								-
YMCA, Shelton								
YMCA Camp, Mineral Lake								
City of Yelm, Plan Reviews								
The Evergreen State College, Housing								
Washington State, Civil On-Call								
Zaremba Group, Multiple Dollar Stores						* * * *		
Charles Wright Academy, Playground								
Panorama City, Parking Lots								
City of Lacey, Museum and Civic Center								
Nisqually Indian Tribe, Red Wind Casino								
Nisqually Indian Tribe, Health & Wellness Center								
City of Tumwater, Police Station Expansion						•		
City of Lacey, Fire Station								
South Puget Sound Community College, Health and Wellness Building								•
Kitsap County, Public Works Annex								

# **Construction Management Project Experience**

Client/Project	Construction Management	Stormwater	Permitting	Deliverables & Cost Estimates	Schedule Review	Stakeholder Communication	Quality Control Program
City of Shelton, Kneeland Park Improvements							
City of Shelton, Construction Support On-Call							
Lewis County, Borst Avenue Improvements							
City of Chelan, Woodin Avenue Improvements							
City of Port Townsend, Water Street Overlay							
City of East Wenatchee, Stormwater Improvements							
Town of Wilkeson, Foothills Trail Extension							
Mason Transit Authority, Park & Ride Development							
Intercity Transit, Pattison Base Project							
Waste Connections, New Facility							
City of Shelton, Transit Center							
Port Townsend, Howard Street Extension							
Port of Tacoma, Parcel 14 Grading							

# Environmental Planning and Permitting Project Experience

Client/Agency	NEPA/SEPA	Wetland Mitigation	Wetland Delineation	Environmental Documentation	Critical Areas Report	Endangered and/or Threatened Species	Stream Restoration	Federal/State Permit Review	Bridge/Culvert	Shoreline Permitting	State Fisheries/Army Corp of Engineers	Soils Analysis	Biological Documentation
NEPA Environmental Assessment, JBLM Vicinity Congestion Relief – WSDOT												•	
Fuel Dock Facility – Port of Olympia													
Critical Areas On-Call – Puyallup							-					-	
Columbia Pulp Mill – Columbia County					-							-	
Tumwater Boulevard IJR Documentation – Tumwater												-	
Capitol Boulevard Environmental Assessment – Tumwater												•	
Deschutes Valley Trail – Tumwater							-					-	
Waterfront Hotel Culvert Repair - Skokomish Indian Tribe					-		-					-	
Thurston County Prairie HCP –					-					2 5 6 7 8 8 8		-	
Olympic Discovery Trail – Blyn					-							-	
New Market & Tumwater Town Center Master Development Plan - Port of Olympia					•							•	
Shoreline Master Program – Quinault Indian Nation					-							-	
Fish Passage Enhancement Program – Olympic Peninsula					-		-					-	
SR 510/Yelm Loop New Alignment												-	
Swan Creek Wetland Delineation – Tacoma					•		•						





