

Subject: Resolution #777 – Authorizing Execution of the First Amendment To the SCJ Alliance Agreement

Dept. Origin: Public Works/Planning
Prepared by: Jennifer Robertson, City Attorney's Office
For Agenda of: October 17, 2023
Exhibits: **Resolution #777 & First Amendment Agreement**

Proposed Council Action:

Approve Resolution #777.

Initial & Date

Concurred by Mayor: _____
Approved/form by City Atty: 10-4-23/JSR
Approved by _____ Director: _____
Approved by Department Head: _____

INFORMATION / BACKGROUND

Ruston entered into a Professional Services Agreement with SCJ Alliance on December 21, 2021 for on-call engineering services which was authorized by the City Council via Resolution No. 738. The Scope of Work for that Agreement was updated and expanded via Resolution No. 747 following the award of TIB funds to the City for the Park Avenue – End of Road to Bennett Street Improvement Project (SEP 22-00039) (hereinafter “Project”). The budget for the Project was set at \$73,674.00, however, due to unforeseen issues with stormwater system conflicts, additional work related to the street lighting design and undergrounding of existing electrical facilities, the current contract maximum is insufficient to complete the work. In order to complete the Project work, the new project maximum should be set at \$110,542.48. Resolution No. XXX authorizes the amendment of the Agreement to increase the project maximum to be set at \$110,542.48 to enable completion of the work.

FISCAL CONSIDERATION

By entering into this Agreement, the City will increase the engineering costs for this project by \$36,868.48. The City has adequate funds in the budget to cover this increase.

RECOMMENDATION / MOTION

Adopt Resolution #777.

MOTION: I move to adopt Resolution #777 authorizing the Mayor to execute the First Amendment to the Agreement with SCJ Alliance to increase the maximum funding for the Park Avenue – End of Road to Bennett Street Improvement Project to \$110,542.48.

RESOLUTION NO. 777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO THE AGREEMENT WITH SJC ALLIANCE FOR THE PARK AVENUE – END OF ROAD TO BENNETT STREET IMPROVEMENT PROJECT.

WHEREAS, Ruston entered into a Professional Services Agreement with SCJ Alliance on December 21, 2021 (hereinafter “Agreement”) for purposes of allowing SJC Alliance to perform certain services involving on-call engineering work for the City; and

WHEREAS, the Agreement was authorized by the City Council via Resolution No. 738; and

WHEREAS, the Scope of Work for that Agreement was updated and expanded via Resolution No. 747 following the award of TIB funds to the City for the Park Avenue – End of Road to Bennett Street Improvement Project (SEP 22-00039) (hereinafter “Project”); and

WHEREAS, the budget for the Project was set at \$73,674.00, however, due to unforeseen issues with stormwater system conflicts, additional work related to the street lighting design and undergrounding of existing electrical facilities, the current contract maximum is insufficient to complete the work; and

WHEREAS, in order to complete the Project work, the new project maximum should be set at \$110,542.48 which requires an amending of the Agreement; **NOW, THEREFORE**,

THE CITY COUNCIL OF THE CITY OF RUSTON HEREBY RESOLVES AS FOLLOWS:

Section 1. Authorization to Execution Amendment. The Mayor is hereby authorized to execute the First Amendment with SCJ Alliance substantially in the form attached to this Resolution as Exhibit “1”.

PASSED by the City Council of the City of Ruston, signed by the Mayor and attested by the City Clerk in authentication of such passage on this ____ October, 2023.

Bruce Hopkins, Mayor

ATTEST:

Judy Grams
City Clerk/Treasurer

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO: 777

Exhibit “1” to Resolution No. 777

**FIRST AMENDMENT TO
SCJ ALLIANCE AGREEMENT**

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF RUSTON AND SHEA, CARR & JEWELL, INC. (DBA “SCJ ALLIANCE”)**

THIS FIRST AMENDMENT to the Professional Services Agreement (“**First Amendment**” or “**Amendment**”), dated as of the later of the signature dates below (the “**Effective Date**”), is by and between **CITY OF RUSTON**, a Washington municipal corporation, having its principal place of business at 5219 N. Shirley St., Ruston, Washington 98407 (hereinafter “**City**”), and **SHEA, CARR & JEWELL, INC. (DBA “SCJ ALLIANCE”)**, a Washington corporation, having its principal place of business at 8730 Tallon Ln. NE, Ste. 200, Lacey, WA, 98516-6609 (“**Consultant**”) (individually a “**Party**” and collectively the “**Parties**”).

RECITALS:

WHEREAS, the Parties entered into a Professional Services Agreement on December 21, 2021 (hereinafter “**Agreement**”) for purposes of allowing Consultant to perform certain services for the City which was authorized by the City Council via Resolution No. 738; and

WHEREAS, the Scope of Work for that Agreement was updated and expanded via Resolution No. 747 following the award of TIB funds to the City for the Park Avenue – End of Road to Bennett Street Improvement Project (SEP 22-00039) (hereinafter “**Project**”); and

WHEREAS, the budget for the Project was set at \$73,674.00, however, due to unforeseen issues with stormwater system conflicts, additional work related to the street lighting design and undergrounding of existing electrical facilities, the current contract maximum is insufficient to complete the work; and

WHEREAS, in order to complete the Project work, the new project maximum should be set at \$110,475.23;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

AGREEMENT AMENDMENT:

- 1. Increase in Maximum Contract Price.** The maximum contract price for the Project described as the Park Avenue – End of Road to Bennett Street Improvement Project (SEP 22-00039) is hereby increased from \$73,674.00 to \$110,473.23. The updated scope of work and cost estimate for the Project is attached to this Amendment as **Exhibit A** and incorporated herein by this reference as if set forth in full.
- 2. Reaffirmation; Intention to be Bound.** Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Agreement are true and accurate as of the Effective Date. The Parties executing this First Amendment on behalf

of themselves, their assigns, and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement. Nothing in this Amendment shall be deemed to supersede or otherwise modify any other term or provision of the Agreement except as expressly stated herein.

3. Recitals; Capitalized Terms. The recitals set forth above are a part of this Amendment. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings assigned to them in the Agreement or as set forth in the Amendment.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

CITY:

CONSULTANT:

CITY OF RUSTON
a Washington municipal corporation

SHEA CARR & JEWELL, INC.
a Washington corporation

By: _____

Name: Bruce Hopkins

Title: Mayor

Date: _____

By: 

Name: Scott Sawyer

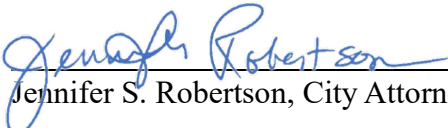
Title: Principal

Date: 10/12/2023

ATTEST:

Judy Grams, City Clerk

APPROVED AS TO FORM:



Jennifer S. Robertson, City Attorney



Scope of Work

Amendment #1

**Park Avenue Improvement Project
Between the End of the Road and N Bennett St
Street Excavation Permit 22-000039
TIB Project No. 6-P-135(005)-1
City of Ruston, WA**

Prepared For: Rob White
Community Development Director

Prepared By: Aaron Knight, PE | Project Manager

SCJ Project No.: 22-000490

Date Prepared: October 11, 2023

Amendment Background

This Scope of Work identifies changes to the original scope of work. Unless specifically identified for change herein, provisions of the original scope of work remain.

Phase 1 Project Management

No Changes to this Phase.

Phase 2 Survey and Basemap (MTN2COAST)

Added level of effort resulted from the following:

- Site visit by SCJ staff during the survey and basemapping

Phase 3 Preliminary Construction Documents

Added level of effort resulted from changes to the preliminary design, including the following:

- Additional bulb outs along Park Ave at Winnefred Street, Bennett St, and alleyways
- Added engineering and cost estimations associated with additional bulb outs, including pavement restoration, storm drainage, and constructability considerations.

Phase 4 Final Construction Documents

The added level of effort is due to the following scope revisions:

- Extended project schedule and resulting changes in fee calculations due to cost of living adjustments and increase in WSDOT Indirect Cost Rate.
- Revising the preliminary construction documents to remove added work included in that Phase, including removing bulb outs at Winnefred Street and Bennett Street
- Added level of effort for designing bulb outs at alleyways.

Phase 5 SEPA and Permitting

Task 2 “Permitting” is removed from the scope of work.

Phase 6 Public and Agency Coordination

This Phase is removed from the scope of work.

Phase 7 PS&E Preparation for Bidding

No Changes to this Phase.

Phase 8 Advertisement and Award

Task 1 “Advertisement”, Task 3 “Bid Opening and Evaluation” and Task 4 “Award” are removed from the scope of work.

Phase 9 Construction Administration and Management

This Phase is removed from the scope of work.

Phase 99 Expenses

An additional 50 miles at \$0.655/mile has been added.

End Scope of Work

Ruston_Park_Avenue_Scope_2023-1009.docx



Contract Fee Summary

Phase #	Phase Title	Contract Amount	Scope Revisions	Amendment #1 Contract Totals
<i>SCJ Labor</i>				
01	Project Management	\$ 5,690.00	\$ -	\$ 5,690.00
02	Survey and Basemap	\$ 490.00	\$ 1,560.12	\$ 2,050.12
03	Preliminary Construction Documents	\$ 19,972.00	\$ 38,929.40	\$ 58,901.40
04	Final Construction Documents	\$ 18,692.00	\$ 10,779.00	\$ 29,471.00
05	SEPA and Permitting	\$ 2,502.00	\$ (1,887.29)	\$ 614.71
06	Public and Agency Coordination	\$ 6,891.00	\$ (6,891.00)	\$ -
07	PS&E Preparation	\$ 2,429.00	\$ -	\$ 2,429.00
08	Advertisement and Award	\$ 6,878.00	\$ (5,378.00)	\$ 1,500.00
09	Construction Administration and Management	\$ 351.00	\$ (351.00)	\$ -
				\$ -
Subtotal		\$63,895.00	\$36,761.23	\$100,656.23
<i>Subconsultants</i>				
02	Topographic and Right of Way Determination (M2C)	\$ 9,720.00	\$ -	\$ 9,720.00
Subtotal		\$9,720.00	\$0.00	\$9,720.00
<i>Reimbursable Expenses</i>				
99	Reimbursable Expenses	\$ 59.00	\$ 40.00	\$ 99.00
Subtotal		\$59.00	\$40.00	\$99.00
<i>Summary</i>				
Total		\$73,674.00	\$36,801.23	\$110,475.23