

Subject: Resolution #783 – Authorizing Execution of the Second Amendment To the SCJ Alliance Agreement

Dept. Origin: Public Works/Planning
Prepared by: Jennifer Robertson, City Attorney's Office
For Agenda of: November 21, 2023
Exhibits: **Resolution #783 & Second Amendment Agreement**

Proposed Council Action:

Approve Resolution #783.

	Initial & Date
Concurred by Mayor:	_____
Approved/form by City Atty:	<u>11-17-23/JSR</u>
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 was set at \$110,542.48 via Resolution No. 777. Since that time, it was discovered that there are utilities in the right of way that need to be located by potholing in order to complete project design. The cost for this additional work is \$9,374.00. The Second Amendment authorizes the increase and the project maximum to be set at \$119,916.48 to add the potholing to the scope of work.

FISCAL CONSIDERATION

By entering into this Agreement, the City will increase the engineering costs for this project by \$9,374.00. The City has adequate funds in the budget to cover this increase.

RECOMMENDATION / MOTION

Adopt Resolution #783.

MOTION: I move to adopt Resolution #783 authorizing the Mayor to execute the Second 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 \$119,916.48.

RESOLUTION NO. 783

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, AUTHORIZING THE MAYOR TO SIGN THE SECOND 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 Parties entered into a First Amendment of the Agreement which authorized a new project maximum of \$110,542.48 which was authorized by Resolution No. 777 on October 17, 2023; and

WHEREAS, since that time, the Parties discovered that there are utilities in the street that were previously not located and known and thus potholing is required to locate these utilities for the purpose of completion of the project and this will add \$9,374.00 to the maximum contract price;; **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 Second 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 ____ November, 2023.

Bruce Hopkins, Mayor

ATTEST:

Judy Grams
City Clerk/Treasurer

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO: 783

Exhibit “1” to Resolution No. 783

**SECOND AMENDMENT TO
SCJ ALLIANCE AGREEMENT**

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

THIS SECOND 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 Parties entered into a First Amendment of the Agreement which authorized a new project maximum of \$110,542.48 which was authorized by Resolution No. 777 on October 17, 2023; and

WHEREAS, since that time, the Parties discovered that there are utilities in the street that were previously not located and known and thus potholing is required to locate these utilities for the purpose of completion of the project and this will add \$9,374.00 to the maximum contract price;

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 SECOND 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 \$110,542.48 to \$119,916.48. The additional scope of work and cost estimate for the Project is attached to this Second Amendment as **Exhibit A** and incorporated herein by this reference as if set forth in full. This scope and cost estimate is in addition to the scope and cost estimates included in the Agreement and the First Amendment.
- 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

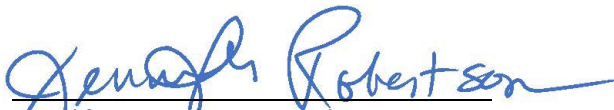
By: _____
Name: Bruce Hopkins
Title: Mayor
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Judy Grams, City Clerk

APPROVED AS TO FORM:


Jennifer S. Robertson, City Attorney



Applied Professional Services, INC.

November 10, 2023

APS VAC # 6857

Project Scope: Potholing

APS, Inc. will utilize our Air Vacuum Excavation System to verify utilities at selected test-hole locations determined by **SCJ Alliance**. This process is being performed to obtain utility and depth information for the projects design.

- APS, Inc. shall air vacuum excavate approximately **(7)** test-holes on existing underground utilities.
- Scope assumes that the utility will be between 0' and 10' in depth.
- If a test-hole falls in the hard surface APS, Inc. shall **jackhammer** the existing asphalt or concrete.
- APS, Inc. shall backfill all test-holes with a material approved by the local jurisdiction (5/8" select, sand or pea gravel).
- CDF backfill and permanent asphalt repair are excluded from this scope. If the local jurisdiction requires CDF backfill and/or permanent asphalt repair additional fees will be required.
- Collect utility and test-hole data, and photograph all found utilities.
- This estimate is based on design engineering rates in which case prevailing wages do not apply.
- Restoration is assumed at this time to be 5/8" crushed rock back fill or native fill and an EZ-street patch, which carries a 2-year warranty from the date the test-hole was completed.
- Grind and overlay of the existing roadway is not covered in this scope. Should the local jurisdiction require additional restoration, other than what is included in the scope, then additional fees will be required.
- All bonding and/or ROE will be obtained prior to APS arriving on site.

Deliverables: Potholing

- Test-hole data sheets, which include Top, Bottom, Width, Diameter and Direction of the utility.
- Excel spread sheet containing all test-hole data for the project.
- Google Earth RM map with interactive link accompanied with an SHP File.
- Photo of all Found Utilities.
- One and a quarter inch zinc washer left at grade where utility was found with measurements stamped into it.

SERVICE PROVIDED	COST / UNIT	EST. HRS/UNITS	TOTAL COST
AIR VACUUM POTHOLING (portal-to-portal)	\$ 370.00	14	\$ 5,180.00
PROJECT COORDINATION	\$ 100.00	6	\$ 600.00
TRAFFIC CONTROL PLANS	\$ 200.00	1	\$ 200.00
GPR LOCATES	\$ 185.00	2	\$ 370.00
DUMPING FEE (per hole)	\$ 25.00	7	\$ 175.00
FLAGGING & TC (plus 10%)	\$ 185.00	14	\$ 2,849.00
TOTAL PROJECT ESTIMATE			\$ 9,374.00

Project Site Address

- Park Ave & N Highlands St. Tacoma, WA

Contact Information:

CLIENT:

SCJ Alliance

Aaron Knight

8730 Tallon Lane NE Suite 200

Lacey, WA 98516

(253) 365-1862

Authorization to Proceed

The undersigned hereby acknowledges the terms and conditions of this agreement and authorizes APS, Inc. to proceed according to the project scope and cost.

SCJ Alliance

Job # 6857

Name: _____

Date: _____