RESOLUTION NO. 2396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH SCJ ALLIANCE CONSTRUCTION ENGINEERING SERVICES (AMENDMENT #3) OF THE SR410 PEDESTRIAN IMPROVEMENTS MP 13.91 PROJECT

WHEREAS, the City has approved by Resolution 2394 the agreement with WHH Nisqually Services, LLC for the construction of SR 410 Pedestrian Improvements MP 13.91 Project; and

WHEREAS, the City has the responsibility to provide oversight and engineering support for the contractor during construction of the SR 410 Pedestrian Improvements MP 13.91 Project; and

WHEREAS, the City has approved a 10% Project Management ($179,854.93) allocation from the original contract toward construction staking per Resolution 2394; and

WHEREAS, SCJ Alliance has provided a contract for construction engineering services for the SR 410 Pedestrian Improvements MP 13.91 Project in the amount of $32,045.00

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement (Amendment #3) in the amount of $32,045.

PASSED by the City Council this 9th day of December, 2014.

[Signature]
Neil Johnson Jr., Mayor

AUTHENTICATED:

[Signature]
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

[Signature]
Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES
CONSULTANT AGREEMENT
SR 410 Sidewalk Improvements from Angeline Bridge to 192nd Avenue East
(Amendment No.3)

THIS Amendment No. 3 to the Agreement dated November 7, 2014, is made and entered into this day, between the CITY OF BONNEY LAKE, a Washington municipal corporation (the "City"); and Shea Carr Jewell Inc. (dba SCJ Alliance), (hereinafter, "Consultant").

In consideration of their mutual promises set forth herein, the parties agree to amend the Agreement dated April 9, 2013, as set forth in the Amendment No. 1 dated February 11, 2014 and Amendment No. 2 dated July 22, 2014. Except as modified by this Amendment No. 3 dated November 7, 2014, all other terms of the parties' Agreement dated April 9, 2013, remain in full force and effect.

AGREEMENT
AMENDMENT NO. 3

1. Scope of Work:

The Consultant shall complete in a satisfactory and proper manner as determined by the City, the technical and professional services to provide services for utility undergrounding plans and coordination as described in the Scope of Services (Exhibit A).

3. Payment:

The City shall reimburse the Consultant in accordance with the Payment schedule described in Exhibit B for all allowable expenses agreed upon by the parties to complete the Scope of Services. In no event shall the total amount to be reimbursed by the City, for this additional work exceed the sum of Thirty-two Thousand and Forty-five Dollars ($32,045.00) for a total contract price of Two Hundred and Forty Thousand, Two Hundred Dollars ($240,200.00).

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>$133,276.00</th>
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<tr>
<td>Amendment #1</td>
<td>$47,823.00</td>
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<td>Amendment #2</td>
<td>$27,056.00</td>
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<td>Amendment #3</td>
<td>$32,045</td>
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<td><strong>Contract Total</strong></td>
<td><strong>$240,200.00</strong></td>
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Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the Agreement. The reimbursement paid shall constitute full compensation for all out-of-pocket expenses, including but not limited to, all equipment, materials, supplies or reproduction costs, all labor (including overtime), costs for travel, telephone, facsimile and computer use, and all profit and overhead costs. The City shall pay the amount approved for payment in each such invoice within 30 days of receipt.
14. Entire Agreement; Amendments.

This Amendment, together with the Attachments, is added and incorporated into the Agreement dated April 9, 2013, and represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representation, or agreements. This Agreement may be amended only by a written instrument signed by both the City and the Consultant. The attachments to this Amendment are identified as follows:

Exhibit A consisting of 5 pages
Exhibit B consisting of 2 pages

IN WITNESS WHEREOF, the City and the Consultant have executed this Amendment No. 3 of the Agreement as of the date and year written below.

CITY OF BONNEY LAKE

By: ____________________________
   Neil Johnson, JR., Mayor

Date: 12/9/2014

SHEA, CARR JEWELL INC.

By: ____________________________
   Perry Shea

Date: 11/17/14
TRANSMITTAL

To: John Woodcock  
City of Bonney Lake  
19306 Bonney Lake Blvd  
Bonney Lake, WA 98391-0944

From: Alissa North, Project Coordinator

Date: November 17, 2014

Project Name: SR 410/Angeline Rd/192nd Ave Pedestrian Improvements Final Plans and Special Provisions  
SCJ Project #: 0610.14

We are transmitting the following materials:

◆ 2- Signed Professional Services Consultant Agreement (Amendment 3)

Comments:

Enclosed are two signed Professional Services Agreement: Amendment 3 for the SR 410/ Angeline Rd /192nd Ave Pedestrian Improvements project.

Alissa North, Project Coordinator  
SCJ Alliance

Alissa North, Project Coordinator

SCJ Alliance
City of Bonney Lake

City Council Agenda Bill (AB)

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<tr>
<th>Department / Staff Member:</th>
<th>Meeting/Workshop Date:</th>
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<td>PW/John Woodcock</td>
<td>December 9, 2014</td>
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<tbody>
<tr>
<td>Resolution</td>
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<td>Donn Lewis</td>
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Agenda Subject: A Resolution of City Council of the City Of Bonney Lake Authorizing a Professional Services Agreement with SCJ Alliance for Construction Engineering Services.

Full Title/Motion:
A Resolution of City Council of the City Of Bonney Lake Authorizing a Professional Services Agreement with SCJ Alliance for Construction Engineering Services.

Administrative Recommendation:

Background Summary: The services to be provided will be Construction Engineering Services during the construction phase of the SR 410 Pedestrian Improvements MP 13.91 Project. The $32,045.00 of the professional services agreement will be paid from the Construction Engineering (10%), $179,854.93, portion of the project, which was approved in Resolution 2394, which is the contract award of the SR 410 Pedestrian Improvements MP 13.91 Project.

Attachments: Res.2396, Contract (Amendment #3), Map

<table>
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<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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<td>$1,600,000</td>
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<td>$286,000</td>
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<td>$400,000</td>
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Budget Balance: $2,158,259

Budget Explanation: 2015 - 301.054.032.595.30.63.10 Street CIP: SR 410/Pedestrian Improvements $286,000
2015 - 301.000.042.595.61.63.10 Street Operations: Sidewalk Improvements $400,000
2015 - 402.054.035.594.35.63.05 Sewer CIP $400,000
Construction Contract Amount: $1,798,549.33 + 10% Contingency $179,855 + 10% Project Mgt. $179,855 = Total $2,158,259
Revenue: General Fund, TIB Grant, Sewer SDC

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee: Community Development Committee
Committee Date: 12/2/14
Forwarded to:
Commission/Board Review:
Hearing Examiner Review:

Consent Agenda: Yes

COUNCIL ACTION

Workshop Date(s):
Public Hearing Date(s):

Rev. January 2014
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**APPROVALS**

**Director:** Dan Grigsby, P.E.  
**Mayor:** Neil Johnson Jr.  
**Date Reviewed by**  
**City Attorney:**  
(if applicable):