

**FOURTH AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
CAPITOL BOULEVARD/TROSPER ROAD INTERSECTION
IMPROVEMENT PROJECT**

This Fourth Amendment ("Amendment") is dated effective this _____ day of _____, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Shea, Carr & Jewell, Inc., dba SCJ Alliance, a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 21, 2018, and First Amendment dated October 31, 2018, and Second Amendment Dated January 6, 2021, and Third Amendment dated November 10, 2021, , whereby the SERVICE PROVIDER agreed to provide design services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to add additional services, amend the term and increase the compensation paid to the SERVICE PROVIDER for the additional services.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for additional services as more particularly described and detailed in Exhibit "A-4," attached hereto and incorporated herein.

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2023.

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-4", Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to

exceed **Forty Three Thousand Two Hundred Sixty Five and 20/100 Dollars (\$43,265.20)**. The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment, Second Amendment, Third Amendment and this Fourth Amendment shall be an amount not to exceed **One Million Six Hundred Sixty Three Thousand Two Hundred Fifty Seven and 90/100 Dollars (\$1,663,257.90)**.

***** Signatures on Following Page *****

4. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Shea, Carr & Jewell, dba SCJ Alliance
8730 Tallon Lane NE, Suite 200
Lacey, WA 98516

Debbie Sullivan, Mayor

Signature (Notarized – see below)

Printed Name:_____

Title:_____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____.



Exhibit A
Scope of Work and Fees Summary – Amendment #4
Capitol Boulevard/Troster Road Intersection Improvement Project
Tumwater, WA

Prepared For: Bill Lindauer, PE, Engineering Services Manager

Prepared By: Scott Sawyer, PE

Date Prepared: November 28, 2022

Overview

Original Contract March 21, 2018

The objective of this project is to improve the Capitol Boulevard/Troster Road intersection. The project includes constructing three roundabouts and a new street (6th Avenue) between Troster Road and Lee Street. The roundabouts are located at Capitol Boulevard/Troster Road, Troster Road/6th Avenue, and the northbound I-5 ramp terminal on 6th Avenue. The project will construct pedestrian facilities, retaining walls, and stormwater facilities (collection/conveyance, treatment, and flow control). Previous work included completing an Interchange Justification Report (IJR) and the NEPA Categorical Exclusion documentation as part of the Capitol Boulevard Corridor Planning and Feasibility Study. The IJR and NEPA CE were completed in August 2017.

The initial scope of the project included the topographic survey, geotechnical investigations, roundabout geometric approval packages, and scoping meetings with WSDOT. The work also includes a task for project chartering to determine critical success factors, goals, and overall objective of the project. This will aid in developing the final design and right-of-way scope and fee for the project.

Amendment 1 October 31, 2018

Included right-of-way services to prepare project funding estimates and appraisals, prepare a relocation plan for the Sound Credit Union, Restaurant, and long term stay motel tenants and owners, scope to prepare the limited access plan per WSDOT requirements, and preliminary design.

Amendment 2 January 6, 2021

Extended the contract date.

Amendment 3 (November 10, 2021)

Included added work for water, sewer, buffer/sidewalk width at roundabouts, joint utility trench design, landscaping, right of way, and stormwater.

Amendment 4 (this amendment)

Includes added work for the following:

- ◆ Right of way mapping and record of survey (DEA)
- ◆ Right of way negotiations (UFS)
- ◆ Monitoring well decommissioning (Landau)

Task 6 Right-of-Way Mapping (by DEA) (added work and new work)

This amendment adds budget to Subtask 6.4 (added by Amendment 3) and adds new work as Subtask 6.5 – Record of Survey. The Record of Survey work is for added work beyond the budget covered by Management Reserve MRF10.

Subtask 4 Legal Descriptions and Exhibits (added work)

- 2) Legal Descriptions and Exhibits: Provide the following added right of way mapping services:
 - Prepare legal description for TPN 128353306000.
 - Prepare limited access exhibit map for TPN 12834444100.
 - Extend I-5 right of way calculations beyond the interchange area to the next quarter-section line per WSDOT comments to the draft Right of Way and Access Plan.
 - Confirm limited access plan base mapping against legal descriptions and exhibits.
 - Prepare legal descriptions and exhibits for two easements (signage and ingress/egress)
 - Prepare final right of way base mapping for existing right of way, proposed right of way, and proposed limited access limits in two datums, (1) City datum – State plane/grid, and (2) WSDOT datum – project datum/ground. The original scope of work assumed work in the City datum only.

Subtask 5 Record of Survey (new work)

- 3) Record of Survey: Perform additional field work to tie monuments requested by WSDOT and update the record of survey per WSDOT comments.
- 4) Consistency Check: Confirm consistency between the Record of Survey and Right of Way and Access Plan.

Task 7 Right-of-Way Services (by UFS) (added work)

This amendment adds budget to Subtask 8.4 from the Original Agreement.

Subtask 10 Added Negotiation Services (added work)

- 1) Parcel 1 (Shalimar Suites): During initial relocation interviews it was discovered there were two additional displacees residing at the Shalimar Suites Hotel. This required additional relocation services. Obtain a new appraisal for the condemnation action being prepared by the City's contract attorney.
- 2) Parcel 3 (Mitchell BK/Burger King): Construction sequencing requires a portion of the Temporary Construction Easement rights be extended to a two-year term. Revise the offer letter and provide additional negotiations.

- 3) Parcel 4 (Billingsley/Shank): This parcel contained numerous issues regarding outdated ownership information on the county assessor's website, unresolved ownership transfer from Mrs. Shank, and existing access easements which required several months of research by the project team. Due to the time elapsed after appraisal completion, prepared a new appraisal review.
- 4) Parcel 5 (Billingsley/Dutch Bros. Coffee): This parcel contained numerous issues regarding outdated ownership information on the county assessor's website. The original appraisal considered the property severely damaged, and the appraisal reviewer declared the remainder parcel may be an uneconomic remnant. It was originally anticipated that the partial acquisition would require extensive remodeling of the building as part of compensation to cure damages to the coffee shop building and if such modifications were not feasible, the tenant may have to be relocated. It was later determined that with adequate interior traffic circulation and parking revisions, the design team and the City were able to make the site work for the present occupants. Per the revised design, prepare a new appraisal and appraisal review to value costs to cure damages which were not included in the original offer, along with offer letter revisions and additional negotiation.
- 5) Parcel 9 (Thompson Furniture): It was discovered that this parcel owner had storage trailers located within the acquisition areas. Provide relocation services related to the storage trailers.
- 6) Bouffiou Parcel: Late in the project, it was determined the roadway intersection of Trosper Road SE and Linda Street would impact a parcel owned by Judith Bouffiou. This parcel was not included in the original scope of work. Provide appraisal and negotiation services.
- 7) Access Rights Transfer: Assist the City as requested with transfer to of access deeds to WSDOT.

Task 21 Infiltration Testing & Groundwater Monitoring (by Landau) (added work)

This amendment adds budget for well decommissioning of two monitoring wells. The original work was funded by Management Reserve Fund item MRF6.

Subtask 1 Well Decommissioning (added work)

- 1) Well Decommissioning: Subcontract a licensed driller to decommission the two groundwater monitoring wells in accordance with WAC 173-160. Email the project team confirmation that the wells have been decommissioned.

END OF PROPOSAL

Consultant Labor Hour Estimate

SCJ Alliance

Client: City of Tumwater

Template Version: 9/9/2022

Project: Capitol/Trosper - Amendment 4

Contract Type: Billing Rate Schedule

Job #: 00-062525

File Name: 2022-1128 Capitol Blvd-Trosper Rd_Amendment 4_Fee.xlsm



		Scott Sawyer	Sam Rowswell	Matt Weyrauch	Whitney Holm	Colin Owen	
Phase & Task No.	Phase & Task Title	Principal	E4 Engineer	Senior Technician	PM2 Project Manager	L4 Landscape	Total Direct Labor Hours & Cost
TASK 6 RIGHT OF WAY MAPPING (by DEA) (added work and new work)							
Subtask 4 Legal Descriptions and Exhibits (added work)							
2	Legal Descriptions and Exhibits						
Subtotal Hours:							
Subtask 5 Legal Descriptions and Exhibits (added work)							
1	Record of Survey						
2	Consistency Check						
Subtotal Hours:							
Total Phase Hours:							
Total Phase Direct Labor:							
TASK 7 RIGHT OF WAY SERVICES (by UFS) (added work)							
Subtask 10 Added Negotiation Services (added work)							
1	Parcel 1 (Shalimar Suites)						
2	Parcel 3 (Mithell BK/Burger King)						
3	Parcel 4 (Billingsley/Shank)						
4	Parcel 5 (Billingsley/Dutch Bros. Coffee)						
5	Parcel 9 (Thompson Furniture)						
6	Bouffiou Parcel						
7	Access Rights Transfer						
Subtotal Hours:							
Total Phase Hours:							
Total Phase Direct Labor:							
TASK 21 INFILTRATION TESTING & GROUNDWATER MONITORING (by Landau) (added work)							
Subtask 1 Well Decommissioning							
1	Well Decommissioning						
Subtotal Hours:							
Total Phase Hours:							
Total Phase Direct Labor:							
Total Hours All Phases							
Total Direct Labor Estimate All Phases							

Consultant Fee Determination Summary



SCJ Alliance

Client: City of Tumwater
 Project: Capitol/Trosper - Amendment 4
 Job #: 00-062525
 File Name: 2022-1128 Capitol Blvd-Trosper Rd_Amendment 4_Fee.xlsm

Template Version: 9/9/2022
 Contract Type: Billing Rate Schedule

Consultant Fee Determination

DIRECT SALARY COST

Classification	Hours	Fully Burdened Rate	Amount
Principal	0.0	\$260.00	\$0.00
E4 Engineer	0.0	\$145.00	\$0.00
Senior Technician	0.0	\$135.00	\$0.00
PM2 Project Manager	0.0	\$165.00	\$0.00
L4 Landscape	0.0	\$115.00	\$0.00

TOTAL SALARY COST

Total Salary Cost \$0.00

SUBCONSULTANTS

David Evans & Associates	TASK 6	RIGHT OF WAY MAPPING (by DEA)	\$14,240
Universal Field Services	TASK 7	RIGHT OF WAY SERVICES (by UFS)	\$20,892
Landau	TASK 21	INFILTRATION TESTING & GROUNDWATER MONITORING (by LANDAU)	\$4,200
Subconsultant Fee Subtotal:			\$0
Subconsultant Markup:			10%
			\$39,332.00
			\$3,933.20

REIMBURSABLE EXPENSES

Copies, Printing, etc.	0.0%	of the Total Salary Costs	\$0.00
Mileage	0	miles at \$0.625 per mile	\$0.00
Expenses Subtotal:			\$0.00
Expenses Markup:			0%
			\$0.00

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) \$43,265.20

MANAGEMENT RESERVE FUND (MRF)

Management Reserve: \$0 \$0.00

Total Estimated Budget: \$43,265.20

Phase 7 - Universal Field Services

FIRM: UNIVERSAL FIELD SERVICES, INC.

Prepared by: M Sreinhardt

Client:
Project:

Date:

SCJ / City of Tumwater
Capitol Blvd Corridor / Trosper Road
Amendment 4
November 17, 2022

Preliminary Right of Way Support Services	Row Oversight	Project Manager	Sr. Acq. Specialist	Sr. Relocation Specialist	Sr. Title Escrow Specialist	Sr. Admin Specialist	Mileage	UFS Labor
Task 7 - Subtask 10	Direct Salary Cost	\$109.70	\$94.24	\$81.05	\$81.05	\$60.31	\$52.77	\$0.625
Task Items								
1) Shalimar Suites - Additional Tenants	4	7	0	51	0	1	125.0	\$ 5,284.80
								\$ -
2) Mitchell BK - @ Year TCE	1.0	3.0	15.0	0.0	3.0	4.0	0.0	\$ 2,000.18
3) Billingsley/Shank	1.0	3.0	12.0	0.0	0.0	2.0	0.0	\$ 1,470.56
4) Billingsley/Dutch Bros.	1.0	12.0	22.0	0.0	2.0	1.0	50.0	\$ 3,197.07
5) Thompson Furniture Relocation	1.0	6.0	0.0	35.0	0.0	6.0	425.0	\$ 3,828.51
6) Buiffiou Acquisition and Appraisal	2.0	2.0	10.0	0.0	2.0	2.0	75.0	\$ 1,444.54
7) Access Deeds Transfer to WSDOT	0.0	8.0	8.0	0.0	0.0	8.0	0.0	\$ 1,824.48
Subtotal	10.0	41.0	67.0	86.0	7.0	24.0	675.0	\$ 19,050.14
TOTAL LABOR	\$ 1,097.00	\$ 3,863.84	\$ 5,430.35	\$ 6,970.30	\$ 422.17	\$ 1,266.48		\$ 19,050.14
DIRECT EXPENSE ITEMS:	Rate	Units	Quantity	Cost				
Mileage	\$0.625	675.0		\$421.88				
Miscellaneous (copies of recorded documents, etc.)	at cost	N/A		\$400.00				
TOTAL DIRECT EXPENSE ITEMS				\$821.88				\$ 821.88
SUBCONSULTANTS								
Appraisal								\$ 1,020.00
SUBCONSULTANT TOTALS								\$ 1,020.00
TOTAL LABOR & DIRECT REIMBURSABLE EXPENSE ITEMS								\$ 20,892.02



Scott Sawyer <scott.sawyer@scjalliance.com>

Interstate 5, Trosper Road, Capitol Boulevard Project Proposal for Well Decommissioning

Lance Levine <LLevine@landauinc.com>

Mon, Nov 28, 2022 at 12:53 PM

To: Scott Sawyer <scott.sawyer@scjalliance.com>

Cc: "david.hall@scjalliance.com" <david.hall@scjalliance.com>, Patrick Holm <patrick.holm@scjalliance.com>, Sam Rowswell <sam.rowswell@scjalliance.com>, Mallory Skinner <MSkinner@landauinc.com>, Steve Wright <swright@landauinc.com>

Scott,

I did not notice that your email had different recipients than Bill's email, so I am sending the same information here.

The following is a breakdown of the costs for decommissioning the wells at I-5 and Trosper. Attached is Holocene's estimate. Please let me know of any questions.

Thank you,

Item	Unit	Rate	Cost
Mobilization/Demobilization	1	650	650
Well Decommission Each	2	315	630
Monument Removal Per Each	2	395	790
Tax (9.4%)		9.4%	194.58
Landau Markup (12%)		12%	271.75

Subtotal 2536.33

PM (WSDOT coordination; pick up, setup, and return traffic signs; onsite monitoring; final restoration per permit; close permit with WSDOT)	6	215	1290
Traffic Control Signs Rental	4	50	200
Traffic Control Cones Rental	20	2	40
Admin	1	125	125

Subtotal 1655

Total	4191.33
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Thank you,

// **LANCE LEVINE** PE

LANDAU ASSOCIATES

D: 360.628.5109 M: 360.259.7660

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Holocene Drilling
11412 62nd Ave E.
Puyallup, WA 98373
Phone# 253-848-6500
Fax# 253-848-6515
jroot@holocenedrillinginc.com
Jon Root

Landau Associates, Inc.
500 Columbia St NW, Ste 110
Olympia, WA 98501
Attn: Lance Levine
llevine@landauinc.com

Office: 360-791-3178

Cell: 360-259-7660

Estimate

Date: 11/10/2022

Estimate # 33460

Project: Trosper Well Decomms.



Washington HOLOCD*782MG

Scope / Description	Qty	Rate	Total
Mobilization/Demobilization	1	650.00	650.00T
Well Decommission Each	2	315.00	630.00T
Monument Removal Per Each	2	395.00	790.00T
Well ID#s BNP-038 and BNP-039			

This estimate is based on information provided, and assumes the work does not require any Prevailing, Davis-Bacon, Union, or other non-standard wage considerations unless specified. Payment for the work will be made within 30 days of receipt of invoice. Holocene requires client provide utility locating and marking services and the public locate ticket number. We will not be responsible for damage to underground improvements not clearly and accurately marked. Client is responsible for obtaining any site-specific permits (excluding D.O.E. Notices of Intent), and obtaining site access for the drill rig and support truck as specified in the scope with no overhead wires within 10' of the holes. This Estimate is valid for thirty (30) days from the above date.

Subtotal	\$2,070.00
Sales Tax (9.4%)	\$194.58
Total	\$2,264.58

www.holocenedrillinginc.com

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