SECOND AMENDMENT TO SERVICE PROVIDER AGREEMENT FOR ON-CALL ENGINEERING SERVICES – SCJ Alliance

This Second Amendment ("Amendment") is dated effective this _____day of______, 2024, 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 23, 2023, and an Amendment dated December 27, 2023, whereby the SERVICE PROVIDER agreed to provide on-call engineering 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 continue the services described in Section 1 of the Agreement by extending the term of the Agreement, and increasing the compensation paid to the SERVICE PROVIDER.

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2025.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement" during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed Eighty-Thousand and 00/100 Dollars (\$80,000). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed One-Hundred-Thirty Thousand and 00/100 Dollars (\$130,000).

*** Signatures on Following Page ***

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2. 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.

<u>CITY:</u>	SERVICE PROVIDER:
CITY OF TUMWATER	SHEA, CARR & JEWELL, INC. (dba SCJ Alliance
555 Israel Road SW	8730 Tallon Lane NE, Suite 200
Tumwater, WA 98501	Lacey, WA 98516
	UBI No. 602-612-261
	Phone No. 360-352-1465
D.11. G.11.	
Debbie Sullivan	Signature (Notarized – see below)
Mayor	Printed Name: Scott Sawyer
	Title: Principal
APPROVED AS TO FORM:	
Karen Kirkpatrick, City Attorney	
State of Washington)	
) ss	
County of Thurston)	
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I certify that I know or have satisf	factory evidence that is the
person who appeared before me, and sa	id person acknowledged that (he/she) signed this
instrument, on oath stated that (he/she	e) was authorized to execute the instrument and
acknowledged it as the	of to be the
free and voluntary act of such party for th	ne uses and purposes mentioned in the instrument.
Dated:	
	(Signature)
	Notary Public in and for the State of Washington
	My appointment expires