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

This Second Amendment ("Amendment") is dated effective this _____day of______, 2025, 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. <u>TERM</u>.

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

2. <u>COMPENSATION</u>.

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 update the hourly rates as detailed in Exhibit A-1 commencing on January 1, 2025, and 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, First Amendment and this Second Amendment shall be an amount not to exceed One-Hundred-Thirty Thousand and 00/100 Dollars (\$130,000).

Second Amendment to Service Provider Agreement - Page 1 of 3 On-Call Engineering Services – SCJ Alliance ***Signatures on Following Page***

Second Amendment to Service Provider Agreement - Page 2 of 3 On-Call Engineering Services – SCJ Alliance 3. 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> CITY OF TUMWATER 555 Israel Road SW Tumwater, WA 98501

SERVICE PROVIDER: SHEA, CARR & JEWELL, INC. (dba SCJ Alliance 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516 UBI No. 602-612-261 Phone No. 360-352-1465

Brandon Hicks Director Signature (Notarized – see below) Printed Name: Scott Sawyer Title: Principal

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that _______ 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 _______ of ______ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

(Signature) Notary Public in and for the State of Washington My appointment expires _____

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SCJ Alliance Billing Rate Schedule – 2025

	Hourly Billing
Classification	Rate
Principal	\$220 - \$430
Senior Consultant	\$200 - \$425
Senior Project Manager	\$190 - \$325
PM3 Project Manager	\$170 - \$285
PM2 Project Manager	\$160 - \$275
PM1 Project Manager	\$135 - \$240
Senior Engineer	\$155 - \$240
E4 Engineer	\$150 - \$220
E3 Engineer	\$130 - \$185
E2 Engineer	\$120 - \$160
E1 Engineer	\$110 - \$155
Senior Landscape Architect	\$135 - \$200
L4 Landscape	\$130 - \$180
L3 Landscape	\$115 - \$165
L2 Landscape	\$105 - \$140
L1 Landscape	\$100 - \$130
Senior Planner	\$180 - \$265
P4 Planner	\$135 - \$190
P3 Planner	\$120 - \$175
P2 Planner	\$105 - \$160
P1 Planner	\$100 - \$145
Senior Technician	\$135 - \$215
T4 Technician	\$115 - \$165
T3 Technician	\$100 - \$150
T2 Technician	\$95 - \$145
T1 Technician	\$80 - \$125
Construction Inspector	\$145 - \$230
Graphic Designer	\$100 - \$180
PC 2 Project Coordinator	\$115 - \$155
PC 1 Project Coordinator	\$100 - \$140
Project Accountant	\$100 - \$200

Direct project expenses are billed at cost plus 10%