

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
PERCIVAL CREEK FISH PASSAGE BARRIER REMOVAL**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and PBS Engineering and Environmental Inc., an Oregon profit organization ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective November 23, 2021, whereby the SERVICE PROVIDER agreed to provide design and permitting 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 scope of services of the Agreement and increase the compensation paid to the SERVICE PROVIDER for providing the additional services during the term.

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-1," attached hereto and incorporated herein.

2. 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-1" during the 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 SEVEN HUNDRED FIFTY THREE and 00/100 DOLLARS (\$80,753.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed TWO HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY THREE and 00/100 DOLLARS (\$223,753.00).

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.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

PBS Engineering and Environmental Inc.
4412 SW Cornett Ave
Portland, OR 97239

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 Oregon)
) ss
County of _____)

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 _____

EXHIBIT "A-1"

Scope of Services – Supplement No. 1

Percival Creek Fish Passage Barrier Removal Development Services

Between the City of Tumwater and PBS Engineering and Environmental Inc.

PBS Engineering and Environmental Inc. (CONSULTANT) will provide services outlined below as requested by the City of Tumwater (CITY) Water Resources and Sustainability Department pertaining to the design, permitting, and PS&E necessary for the Percival Creek Fish Passage Barrier Removal Project.

A. SCOPE OF WORK

The Consultant proposes the following supplemental scope of work for the Percival Creek Fish Passage Barrier Removal Project.

This supplemental scope and budget primarily respond to three changes in design parameters from the project understanding on which the original contract scope of design effort was based:

1. Wider street section design that increased the area of impervious surfaces, resulting in stormwater management and flow control facility design and reporting tasks.
2. The 60% design package progressed the retaining wall design further than anticipated to assure feasibility, constructability, and cost-effectiveness.
3. Coordination with utility providers to relocate, protect, or disrupt services has been identified as more involved than expected. A separate supplement will be provided to describe the effort beyond what was originally scoped for Task 700.

TASK 100. PROJECT MANAGEMENT

This task supplement will address additional project management needs.

Task 100. Assumptions

- This supplement covers a total number of four additional project management meetings (once per month) starting in July 2022 and ending November 15, 2022.
- The project engineer will attend all project management and design check-in meetings to streamline implementation of topics discussed.

Task 100. Deliverables

No change.

TASK 200. SURVEY

The original contract scope provided for one legal description and exhibit document for a single anticipated easement but did not include this documentation in the deliverables.

The current plans require two temporary construction easements and one permanent easement to accommodate construction activity and proposed permanent retaining walls. Separate documentation is required for each of the three easements anticipated.

This task supplement includes additional effort for the Consultant to prepare two legal description and exhibit documents for the proposed temporary and permanent easements.

Task 200. Assumptions

- One additional temporary construction easement will be required.
- One permanent grading/access easement will be required.
- The City will provide one round of review and comment on the legal exhibits.
- The City will coordinate all easement negotiation, acquisition, and execution efforts.

Task 200. Deliverables

- Three legal exhibit documents in PDF format (8.5" x 11" size) for each proposed easement.

TASK 300. GEOTECHNICAL ENGINEERING

The original contract only included scope and budget for preparation of a draft and a final geotechnical report to provide parameters for engineering design. Due to stormwater reporting requirements discussed in Task 900, the Final Geotechnical Engineering Report will be updated to characterize the site's infiltration capacity for storm management design.

Field Testing, Analysis, and Reporting for Stormwater Design

Unanticipated stormwater management reporting and design, described in Task 900, will require geotechnical data collection and analysis.

This task supplement provides scope and budget for geotechnical staff support during preparation of stormwater management facility design documentation and plans, as discussed further in Task 900. The Consultant currently understands the City of Tumwater Drainage Design and Erosion Control Manual (DDECM) requires completion of two pilot infiltration tests (PIT) at depths of approximately 3 feet below the existing ground surface (bgs) at the approximate location of the planned infiltration facility.

Infiltration testing will be completed in general accordance with the procedure outlined in the Western Washington Stormwater Management Manual and City of Tumwater requirements. Testing will require the use of a subcontracted excavator. Explorations will be extended to a depth of 10.5 feet bgs following testing.

Revised Final Geotechnical Engineering Report

The results of the geotechnical infiltration testing and analysis will be incorporated into a Geotechnical Engineering Report Revision #1 and will incorporate changes related to comments provided by the City on March 25, 2022. A draft will be submitted to the City during the 90% design process City for one round of comment and response. These comments will be incorporated for a Final Geotechnical Engineering Report Revision #1 and provided to the City.

Task 300. Assumptions

- The City will provide a permit to use a nearby hydrant at no additional cost to PBS.
- The City will obtain access for PIT testing, which may include removing vegetation to access test locations. PBS can subcontract clearing vegetation for access for an additional fee.
- Soil samples collected during exploration and infiltration testing will be stored for a minimum of 60 days after completion of subsurface exploration. Additional storage time may be requested for a monthly fee.
- PBS will complete a "one call" public utility notification prior to beginning infiltration testing. All reasonable efforts will be made not to damage any existing slabs, asphalt, landscaping, or

underground utilities or sprinklers, etc.; however, PBS will not be responsible for repair costs associated with any damage to such improvements. Test pits required to complete PIT testing will result in disturbance to the ground surface within an approximate 10- to 15- foot radius. Test pits are backfilled with excavated soil, which will settle over time. Our scope and fee does not include restoring the ground surface to the original conditions (for example, compaction, topsoil, seeding, etc.).

- Environmental services are not included in this current geotechnical scope of work. In the event contaminated media is encountered during fieldwork, the Client will be notified immediately. PBS can provide environmental services, if requested, for an additional fee.
- The Final Geotechnical Engineering Report Revision #1 will not provide direction to the future contractor on construction means and methods.
- The Final Geotechnical Engineering Report Revision #1 will include the results of infiltration testing, analysis of laboratory results, and responses to comments provided by the City.
- The City will provide one round of comments (in Word or Excel format) on the Draft Geotechnical Engineering Report Revision #1.

Task 300. Deliverables

- One (1) Draft Geotechnical Engineering Report Revision #1 in PDF format and responses in MS Word, Excel, or PDF format to City comments on the geotechnical report, submitted on 2/25/22.
- One (1) Final Geotechnical Engineering Report Revision #1 in PDF format, and responses in MS Word, Excel, or PDF format to City comments on the Draft Geotechnical Engineering Report Revision #1.

TASK 400. NATURAL RESOURCES

No Change.

TASK 500. HYDRAULICS AND HYDROLOGY – NHC

No Change.

TASK 600. 60% PLANS AND ESTIMATE

The original contract was developed to accommodate the January 2022 deadline for the Brian Abbott Fish Barrier Removal Board grant submittal for final construction funding. This schedule milestone resulted in the original scope developing the 60% design directly from initial survey and skipping an intermediate design milestone (typically 30%). To minimize the design budget while accommodating this project workplan and schedule, the following assumptions were made:

- Per the preliminary design provided to the Consultant in the City's Request for Proposals (RFP), no curb, sidewalk, or bike lane was intended. Based on the illustrated topography, overall site grading was expected to require minimal to moderate effort.
- Per the original contract, "It is not anticipated that any structures will be designed that require structural engineering, as the intention is to use precast concrete structures for the culvert replacement and structural earth walls (SEW) to replace the existing concrete block walls and steep slopes along the roadway."
- All walls and most grading would be contained within the Sapp Road SW right-of-way, resulting in minimal construction easement layout effort.

- Per the preliminary design provided in the City's RFP, the street restoration approach would have tapered from the existing width of 20- feet to the 34- foot asphalt width for the section of the road directly above the culvert. This preliminary approach led to the following assumptions:
 - No curbs, sidewalks, or bike lanes would be required.
 - New plus improved pollution generating impervious surface area would not exceed the threshold for submitting a short form Stormwater and Pollution Prevention Plan.

Throughout the progression of the 60% design, the following events modified the Consultant's basic understanding of project constraints and design objectives:

- Completion of the topographic survey indicated a taller embankment height of Sapp Road SW, resulting in unanticipated level of site grading effort.
- A "Value Engineering Workshop" was held on January 5, 2022, to coordinate design parameters and City requirements in lieu of preparing the 30% intermediate design. Pertinent meeting outcomes included the following:
 - Multiple utility lines were identified as being critical with limited ability to be disrupted during construction. This is anticipated to result in unexpected level of consulting and coordination effort. See Supplement No. 1 language below in Task 700.
 - The extent of asphalt replacement was increased to the east and the west along Sapp Road SW.
 - The City provided a typical street section that resulted in a substantially wider area of hard surface, as well as requiring substantially more design and drafting effort.
- An "Engineering Coordination" meeting was held on February 22, 2022, prior to submittal of the Draft 60% deliverable package. Pertinent meeting outcomes included the following:
 - The Consultant was to provide a grading plan and cross-sections for the proposed wall alignment, as well as a grading plan and cross-sections for the scenario that graded to existing without walls.
- A "Comment Resolution" meeting was held on March 29, 2022, after the Consultant received and processed the City's comments on the Draft 60% deliverable package. Pertinent meeting outcomes included the following:
 - Retaining wall type, size, and location coordination meeting with the City, including evaluation of wall alignment as provided by the City in their comments to the Draft 60% plans.
 - The desired wall alignment encroached into the private property to the south of the roadway.
 - City expressed initial preference for Redi-Rock system of walls.

This supplement authorizes additional scope and budget for the Consultant to perform the following:

- Site Grading and Retaining Wall Design
 - Progress the retaining wall design and drafting to 90% level to ensure a feasible site grading plan, as well as layout temporary and permanent easements. This effort also included research of manufacturer and wall type alternatives.
 - Additional structural engineering to determine design implications of the required 20-foot-tall walls and assist in the evaluation of alternate types, sizes, and layouts.
- Stormwater Conveyance and Management

- Evaluation of the City's DDECM for stormwater management requirements and thresholds.
- Calculations, design, and drafting of stormwater collection facilities and conveyance piping.
- Initial siting for the stormwater management facility.
- Effort for preliminary assessment of applicable storm sewer design and reporting per the City's DDECM. Additional work to complete stormwater management facility design and reporting is detailed below in Task 900.
- Additional meetings as discussed above for City coordination and comment response streamlining.
 - An "Engineering Coordination" meeting to resolve outstanding questions regarding City expectations of the 60% design.
 - A "Comment Resolution" meeting (CRM) to clarify comments from the City on the Draft 60% design package and coordinate the Consultant's responses.
- Additional sheets required for the 60% design plans include the following:

Plan Sheets	Number of Sheets
General Notes	1
Wall Plan and Profile Sheet, 10 scale	1
Wall Sections Sheet	1
Previous Total Number of Sheets	18
New Total	21

Task 600. Assumptions

- The effort included in this task was completed and the deliverable provided to the City on April 16, 2022, which reflected the additional sheets discussed above.
- One engineering coordination meeting was held with the Consultant's project manager, project engineer, and project geotechnical engineer, as well as the relevant City staff.
- One CRM was held with the Consultant's project manager and project engineer, as well as the relevant City staff.
- The City does not want SEW geotextile fabric interfering with storm lines or any structures.
- The City will address ADA compliance of the pedestrian facilities at a later date and separate from this project.

Task 600. Deliverables

- One (1) no-wall exhibit, showing plan view and street cross-sections, in PDF format.
- One (1) comment response document in Word format.

TASK 700. UTILITIES COORDINATION

The original contract provided scope and budget for 20 hours of project engineer coordination effort in the form of conference calls, emails, and transmittal of design drawings (60% and 90%) with the following utilities.

To date, the Consultant has utilized approximately seven (7) hours to initiate contact with Puget Sound Energy (PSE), Comcast, and Lumen to distribute the 60% plans and begin coordination, as well as consider design options to address water and sewer utilities, which are operated by the City of Tumwater

Task 700. Assumptions

- The project engineer will provide up to three (3) hours of comment resolution effort to the utility's 60% comments.
- Concurrent with the CRM meeting described in Task 800 to address general 60% design deliverable comments, an additional half-hour will be provided for the project engineer to review water and sewer utility comment responses with the utility owners. The project engineer will provide up to one (1) hour of agenda preparation and meeting follow-up documentation. The City will provide any appropriate staff.
- The project engineer will attend one (1) meeting with the natural gas and underground/overhead electrical and telecommunication utility providers, one (1) hour duration, to discuss comments regarding the proposed 60% plans, as well as and coordinate utility protection, adjustment, and/or disconnection during construction. The project engineer will provide up to one (1) hour of agenda preparation and meeting follow-up documentation. The City will provide appropriate staff.
- The remaining project engineer effort will be utilized for utility coordination effort as described by the original contract scope of work.
- The City will provide water and sanitary sewer utility adjustment and/or temporary relocation design.
- PSE (power and natural gas), and all telecommunication utility purveyors will provide utility adjustment and/or temporary relocation design.
- The City and other utility purveyors will provide one (1) round of comments on the 60% design.

Task 700. Deliverables

- Meeting Agendas for both meetings in electronic PDF format.
- Meeting follow up documentation for both meetings in electronic PDF format

TASK 800. 90% PLANS, SPECIFICATIONS, AND ESTIMATE

The original contract scoped 90% design efforts based on an understanding of a narrower street cross-section, shorter walls, no stormwater conveyance or management facilities, or significant utility coordination.

As discussed in the previous tasks, as well as in Task 900 below, the following design parameters have changed, requiring additional effort to progress design to 90% level:

- Additional site grading effort to address the dual effects of a wider street section and taller retaining walls than expected, resulting in more design and drafting effort
- The wall design and structural engineering calculations will be provided by a manufacturer, but structural engineering design review will be required to bring wall design to a full 90% level.
- Updating plans to reflect utility adjustment, relocation, or temporary removal design, as provided by Others.

- Updating plans to reflect the proposed stormwater collection and conveyance facilities as developed in Task 900 below.

This task supplement includes additional scope and budget for the following efforts:

- Site Grading and Retaining Wall Evaluation and Design
 - Additional coordination with potential wall manufacturers, including guidance on estimated design requirements.
 - Wall design review by a structural engineer.
- Stormwater Conveyance and Management
 - Design and drafting on all sheets to accommodate the stormwater collection and conveyance facilities prepared under Task 900.
- Additional Meetings:
 - One (1) "Engineering Coordination" meeting, described below.
 - One (1) CRM as described below.
- Additional sheets required for the 90% design plans include the following:

Plan Sheets	Number of Sheets
Stormwater Facility Plan and Profile, 20 scale*	1
Stormwater Utility Details Sheet*	1
Stormwater Facility Detail Sheet*	1
Miscellaneous Wall Details	1
Previous Total Number of Sheets	21
New Total	25

*Described in Task 900 below.

Task 800. Assumptions

- The City will not require a sole-source manufacturer for the retaining wall.
- Structural engineering services provided by the Consultant for utility adjustment review is limited to due diligence evaluation work only.
- Up to one wall design meeting of up to 1-hour duration with the Consultant's project manager, project engineer, and one (1) senior engineer, as well as the relevant representatives from the City. If the City elects to hold this meeting, it would be to confirm and finalize specific wall design aesthetic, engineering, and constructability components.
- All utility adjustment verification and design reviews are covered under Task 700.
- Major design changes that result from the utility coordination efforts may require a scope amendment, per Task 700.
- Drainage plan sheets will be prepared in accordance with DDECM requirements.
- All City comments provided on the Draft and Final 90% design deliverables will be provided to PBS in either Microsoft Word or Excel format.

- Up to one (1) “Engineering Coordination” meeting, one (1) hour duration, to discuss the progressed design prior to submittal of the Draft 90% deliverable. The Project Manager and the Project Engineer from the Consultant and appropriate City staff will be present.
- One (1) CRM, one (1) hour duration, to discuss the comments received on the Draft 90% deliverable and agree on approaches to resolve the comments. The Project Manager and the Project Engineer from the Consultant and appropriate City staff will be present.

Task 800. Deliverables

- Final package of retaining wall design calculations and material data sheets, in PDF format.

TASK 900. STORMWATER MANAGEMENT REPORTING AND DESIGN

The original contract scope assumed that, per the preliminary design provided in the City’s RFP, the area of new plus replaced pollution-generating impervious surfaces (PGIS) would not trigger any significant stormwater reporting and design requirements.

As the project design parameters developed, the amount of new plus improved hard surfaces increased to the degree that a full drainage report will be required, per the DDECM thresholds. The area of impervious surfaces proposed in the 60% design is large enough that it triggers the DDECM Minimum Requirements #1 through #11, which include runoff treatment and flow control facility design. The DDECM requires submittal of a Drainage Report that summarizes stormwater design and compliance for newly constructed project elements.

This new task includes scope and budget for the following efforts:

- Alternatives Analysis
 - Preparation of preliminary stormwater management concepts for City review and comment
 - Receive and respond to City comments and select a preferred design.
- Design Evaluation
 - Coordination with design team regarding roadway, geotechnical, and environmental aspects of the project
 - Evaluate and determine an effective approach to managing roadway drainage.
 - Bio-infiltration, detention facilities, ditches, and piped systems will be considered as required.
- Reporting
 - Prepare a Draft Drainage Report pertaining to surface water management per DDECM standards and submit to the City for review and comment
 - Prepare responses to City comments to the Draft Drainage Report
 - Attend a CRM with the City reviewers.
 - Submit Final Draft Drainage Report and Plans to City for final comments.
 - Prepare the Final Drainage Report, which will incorporate City comments and be submitted for local permits.

Task 900. Assumptions

- This project will comply with all City of Tumwater DDECM requirements.
- The new plus improved area for the proposed improvements exceeds 5,000 square feet.
- This project does not qualify for any exemptions.

- Upon determination of infiltration site characteristics, the Consultant will discuss general stormwater management facility design alternatives for the City to select a preferred approach.
- The DDECM will govern all design and reporting requirements.
- In accordance with the City of Tumwater Drainage Design and Erosion Control Manual (Manual), this project is classified as "Redevelopment" and must meet Minimum Requirements No. 1 through No. 11.
- Drainage plan sheets will be prepared in accordance with DDECM requirements.
- Drainage plan set sheets related to stormwater management facilities will be included and provided to the City as part of the 90% plan set portion of the submittal, per Task 800.
- Geotechnical team will need to perform soil infiltration tests, per amended Task 300.
- City to provide one round of comments on the Draft deliverables, provided to PBS in either MS Word or Excel format.

Task 900. Deliverables

- Draft Drainage Report (PDF format).
- Responses to City comments (either MS Word, Excel, or PDF format).
- Final Drainage Report and stormwater site plans (PDF format).

1) ESTIMATED PROJECT TIMELINE

Task	Start Date	End Date
Task 100. Project Management	June 2022	November 2022
Task 200. Survey	June 2022	November 2022
Task 300. Geotechnical Engineering	June 2022	November 2022
Task 400. Natural Resources	N/A	N/A
Task 500. Hydraulics and Hydrology	N/A	N/A
Task 600. 60% Plans and Estimate	June 2022	November 2022
Task 700. Utilities Coordination	N/A	N/A
Task 800. 90% Plans, Specifications, and Estimate	June 2022	November 2022
Task 900. Stormwater Management	June 2022	November 2022

2) ESTIMATED BUDGET

Task	Original Contract	Supplement No. 1
Task 100. Project Management	\$10,560	\$6,233
Task 200. Survey	\$12,550	\$3,024
Task 300. Geotechnical Engineering	\$13,965	\$12,984
Task 400. Natural Resources	\$7,528	--
Task 500. Hydraulics and Hydrology	\$29,796	--
Task 600. 60% Plans and Estimate	\$30,755	\$20,514
Task 700. Utilities Coordination	\$2,900	--
Task 800. 90% Plans, Specifications, and Estimate	\$22,455	\$11,774
Task 900. Stormwater Management Reporting & Design	--	\$36,515
Reimbursable expenses	\$2,200	--
Total	\$143,000	\$80,753
Total Contract Amount		\$223,753