FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT FOR ON-CALL STRUCTURAL ENGINEERING SERVICES

| | This First Amendment ("Amendment") is dated effective this | day |
|------------|--|-----|
| of | , 20, and is entered into by and between the CITY (| OF |
| TUM | WATER, a Washington municipal corporation ("CITY"), and SARGEN | T |
| ENG | INEERS, INC., a Washington corporation ("SERVICE PROVIDER"). | |

- A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective December 5, 2024, whereby the SERVICE PROVIDER agreed to provide structural 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, 2026.

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 hourly rates for services performed in 2026 as described in Exhibit A-1 and the compensation paid to the SERVICE PROVIDER shall be increased by an additional amount not to exceed On-Hundred-Thousand and 00/100 Dollars (\$100,000.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed One-Hundred-Forty-Thousand and 00/100 Dollars (\$140,000.00).

3. <u>FULL FORCE AND EFFECT</u>.

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: SARGENT ENGINEERS, INC. Address: 320 Ronlee Lane NW Olympia, WA 98502 UBI No. 600-560-818 Phone No. 360-867-9284 |
|--|---|
| Debbie Sullivan | Signature (Notarized – see below) |
| Mayor | Printed Name: Title: |
| ATTEST: | |
| Melody Valiant, City Clerk APPROVED AS TO FORM: | |
| APPROVED AS TO FORM: | |
| Karen Kirkpatrick, City Attorney | |
| STATE OF WASHINGTON | |
| COUNTY OF THURSTON | |
| instrument, on oath stated that (he/she) was | said person acknowledged that (he/she) signed this |
| | Dated: |
| | Notary Public in and for the State of Washington, My appointment expires: |

First Amendment to Service Provider Agreement - Page 2 of 2 On-Call Structural Engineering



2026 Hourly Billing Rates

| Job Classification | Minimum | Maximum |
|--------------------------|----------|----------|
| Principals | \$149.00 | \$299.00 |
| Senior Engineers | \$152.00 | \$261.00 |
| Senior Project Engineers | \$142.00 | \$243.00 |
| Project Engineers | \$119.00 | \$236.00 |
| Design Engineers | \$96.00 | \$198.00 |
| Engineering Technician | \$71.00 | \$162.00 |
| Engineering Intern | \$59.00 | \$129.00 |
| Drafter II | \$83.00 | \$155.00 |
| Business Manager | \$99.00 | \$219.00 |
| Business Associate | \$50.00 | \$155.00 |
| Clerical | \$56.00 | \$125.00 |